



City of Goshen Board of Public Works & Safety

Regular Meeting Agenda

4:00 p.m., APRIL 2, 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 Deputy Mayor Mark Brinson

Approval of Minutes: Not yet ready

Approval of Agenda

1) Bid Opportunities: Open bids from contractors for the **2026 Asphalt Paving Package B**, read the Section A, B, C & D total base bid and refer bids to the Engineering Department

2) Police Department request: Approve a **temporary road closure for the 100 block of East Jefferson Street on May 15, 2026**, from 1 p.m. until 5 p.m., for a ceremony in front of the Goshen Police Department in observance of National Police Week

3) Downtown Goshen Inc. requests: Approve **street and parking space closures** and provide barricades for First Friday activities on May 1, June 5 and July 3, 2026

4) Engenuity Fiber/Surf Internet request: Approve sidewalk closure for a fiber construction project at 207 North Greene Road

5) Water & Sewer Office request: Move \$4,320.53 in uncollected finalized accounts from active to collection, sewer liens and write-offs for the period through Dec. 30, 2025

6) Engineering Department request: Permit **Cortado**, 132 South Main Street, to install outdoor seating on the sidewalk along the face of their building as detailed and in accordance with the requirements contained in the Temporary Outdoor Seating in Public Right-of-way application from April 1 through Oct. 30, 2026

7) Engineering Department request: Permit **The Fold**, 216 South Main Street, to install outdoor seating in the alley north of its building as detailed and in accordance with the requirements contained in the Temporary Outdoor Seating in Public Right-of-way application from April 1 through Oct. 30, 2026

8) Engineering Department request: Approve **Change Order No. 1 for the North Goshen Service Line and Utility Upgrades project**, as a zero-dollar Change Order to allow the separate payment of electrical grounding work



9) Engineering Department request: Withdraw the drainage plan approval for the Crossing Subdivision, Phases 2 and 3, originally approved on Oc. 31, 2024, pending submission and approval of a revised grading and drainage plan

10) Engineering Department notification: Norfolk Southern Railroad track closures between the middle to latter part of April 2026

11) Clerk-Treasurer's request: Approve letter of engagement with Baker Tilly Adviser Don Rhoads to fulfill the interim financial duties of the Deputy Clerk-Treasurer

Privilege of the Floor

REHABILITATION AGREEMENT FOR BUILDING COMMISSIONER ORDER:

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

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

Members: Deputy Mayor Mark Brinson, Mike Landis, Orv Myers, Mary Nichols, Barb Swartley

12) Proposed Rehabilitation Agreement 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



**Engineering Department
CITY OF GOSHEN**

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

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

MEMORANDUM

TO: Board of Public Works and Safety

FROM: Goshen Engineering

RE: **2026 ASPHALT PAVING PACKAGE B (REBID)
PROJECT NO. 2026-0002B**

DATE: April 2, 2026

The Clerk-Treasurer's Office has received bids from contractors today for the 2026 Asphalt Paving Package B project and we are requesting that the Board of Public Works and Safety open these bids at today's meeting.

Requested Motion: Open bids received from Contractors for the 2026 Asphalt Paving Package B project and read the "SECTION A, B, C & D TOTAL BASE BID" amount and refer the bids to the Engineering Department.



Jose' D. Miller

Chief of Police

111 E Jefferson St
Goshen, Indiana 46528

TO: Goshen Board of Public Works & Safety
Mayor Gina Leichty
Member Mike Landis
Member Mary Nichols
Member Barb Swartley
Member Orv Myers

Date: 03/30/2026

From: Jose' Miller, Chief of Police

Reference: Road Closure for Police Memorial Week Ceremony on May 15th, 2026

I am requesting that the Board of Public Works and Safety approve a temporary road closure for the 100 Block of East Jefferson on May 15th, 2026, from 1:00 PM until 5:00 PM. The Goshen Police Department will be conducting a ceremony in front of the Goshen Police Department in observance of National Police Week. We are requesting barricades and no parking signs for the 100 block of E. Jefferson between the hours of 1PM and 5PM. Our ceremony begins at 4:00pm and the public is invited to attend.

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

Jose' Miller #116

Chief of Police

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

Telephone: (574) 533-8661

Hearing Impaired: (574) 533-1826

FAX: (574) 533-1826



324 S 5th St. Goshen, IN 46528
amanda@eyedart.com
(574) 203-2034 ext. 6

Board of Works Request
Mar 25, 2026

Downtown Goshen Inc. is requesting multiple street closures for several First Fridays throughout the year on May 1, 2026 , Jun 5, 2026 , and Jul 3, 2026 .

1. What parking spaces/streets do you want to close/use? Please see the attached document with street closure descriptions and maps.
2. Why do you want to close them? What activities will take place? Downtown Goshen First Fridays
3. When do you want to start the closure, and when will the closure end? Please see the attached document with street closure descriptions and maps.
4. Are there any affected businesses, and are they supportive of your request to close the parking spaces? There are businesses on the street affected by the closure, and they have been informed in advance.
5. Do you require any barricades from the Street Department to accomplish the closure for your event? Yes, barricades are noted on the attached maps, along with any snow fencing needs.

Thank you for your consideration.

Amanda Rose
Director of First Fridays
Eyedart Creative Studios



Downtown Goshen First Fridays

2026 Street Closures

Event Title	2026 Street Closures
May <i>Green Day Celebration</i> May 1, 2026 5 - 9 p.m.	Main Street between Clinton and Lincoln, and the half block of Main Street from Lincoln to the alley South from 1 to 11 p.m., 6 parking spots on the north side of Lincoln next to the courthouse from 1 to 11 p.m. for First Fridays vendors. 8 parking spots on the south side of Clinton next to the courthouse, from 1 to 11 p.m., for bus and handicap parking. Trash trailer with trash cans requested and noted at the location on the map.
June <i>Birthday Bash</i> June 5, 2026 5 - 9 p.m.	Main Street from Lincoln to Washington from 1 to 11 p.m., and Washington from 3rd to 5th from 1 to 11 p.m. Snow fencing is requested and noted on the map unless DORA is approved. Trash trailer with trash cans requested and noted at the location on the map.
July <i>Great Goshen Car Show</i> July 3, 2026 5 - 9 p.m.	Main Street from Lincoln to Jefferson from 1 to 11 p.m., Washington from 5th to 3rd. Main from Clinton to Lincoln from 1 to 11 p.m. All parking spots on the north side of Lincoln, next to the courthouse for food trucks. Snow fencing is requested and noted on the map unless DORA is approved. Trash trailer with trash cans requested and noted at the location on the map.
August <i>Goshen Games</i> August 7, 2026 5 - 9 p.m.	TBD
September <i>Bexbach Bash</i> September 4, 2026 5 - 9 p.m.	TBD
October <i>Harvest Festival</i> October 3, 2025 5 - 8 p.m.	TBD
November <i>Goshen Light Parade</i> November 7, 2025 5 - 9 p.m.	TBD
December <i>Hometown Holiday</i> December 5, 2025 5 - 9 p.m.	TBD

Clinton



Lincoln

Main



Lincoln



Main

Washington

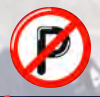


Main



Wash.

Snow Fencing (Pending the passing of DORA)



3rd



5th



Trash Trailer w/cans

Clinton



Snow Fencing
(Pending the passing of DORA)



Lincoln

Main



Main



Wash.



3rd



5th



Trash Trailer w/cans

Jeffer.





Richard Aguirre, City Clerk-Treasurer
CITY OF GOSHEN

202 South Fifth Street, Suite 2 • Goshen, IN 46528-3714

Phone (574) 533-8625 • Fax (574) 533-9740

richardaguirre@goshencity.com • www.goshenindiana.org

TO: Board of Public Works & Safety

FROM: Clerk-Treasurer Richard Aguirre

RE: Engenuity Fiber/Surf Internet sidewalk closure request for fiber construction project

DATE: April 2, 2026

The Clerk-Treasurer's Office received the following request in March:

Good afternoon, We would like to be added to the next meeting's agenda for the Board of Works and Safety on March 26th at 4:00 pm.

Our request is for a sidewalk closure for the fiber construction project located at 207 N Greene Road. We have already received an issued permit with the Engineering Department and will need an approval from the Board for a sidewalk closure prior to the construction start. I've attached a copy of the reviewed plans here as a reference.

Scope of work: There is a small revision needed to be made for Surf Internet's Goshen Health Project at 207 N Greene Rd. Directional boring to cross Greene Rd needs to move slightly north from the original route. This includes 121' bore 1.25" SDR11 Duct from two existing flowerpots.

Permit Number: 20260060-ROW

Please let me know if we need to provide additional information.

Best regards,

Zachary Stocking

OSP Permitting Specialist

Engenuity Fiber

630-386-3558

zac@engenuityfiber.com

Engenuity Fiber

20 Danada Square W Unit 291, Wheaton, IL 60189

630-386-3558

permitapps@engenuityfiber.com

ENGENUITY

Scope of work: There is a small revision needed to be made for Surf Internet's Goshen Health Project at 207 N Greene Rd. Directional boring to cross Greene Rd needs to move slightly north from the original route. This includes 121' bore 1.25" SDR11 Duct from two existing flowerpots.

Permit Number: 20260060-ROW

Monday 3/30:

- Utility Locates: Gas and other utilities.

Monday 4/6: 9:00 am - 3:00 pm

- Mobilization
- Utility Verification
- Boring/Construction
- Tie-in to existing flowerpots.
- Cleanup and Restoration

Tuesday 4/7: 9:00 am - 1:00 pm

- Finalize all cleanup and restoration necessary.

- A) Contractor must contact 8-1-1 prior to commencing work.
- B) The Contractor shall restore all disturbed areas within the right of way in kind.

SURFInternet

PRT-SMB-MUN- N GREENE RD, GOSHEN, IN

GOSHEN HEALTH PROJECT

SITE TRACKER PROJECT: -

NEAREST INTERSECTION: N GREENE RD. AND W CLINTON ST.

Lat: 41.588537, Long:-85.867600

HANDHOLES: 0
 FLOWERPOTS: 0
 UG FIBER FOOTAGE: 122'
 TOTAL CONDUIT FOOTAGE: 122'
 OH FIBER FOOTAGE: 0'

BUILDING

EDGE OF PAVEMENT

RIGHT OF WAY

PROPERTY LINE

UG. CONDUIT & FIBER

EX. UG. CONDUIT & FIBER

ROAD CENTERLINE

SIDEWALK

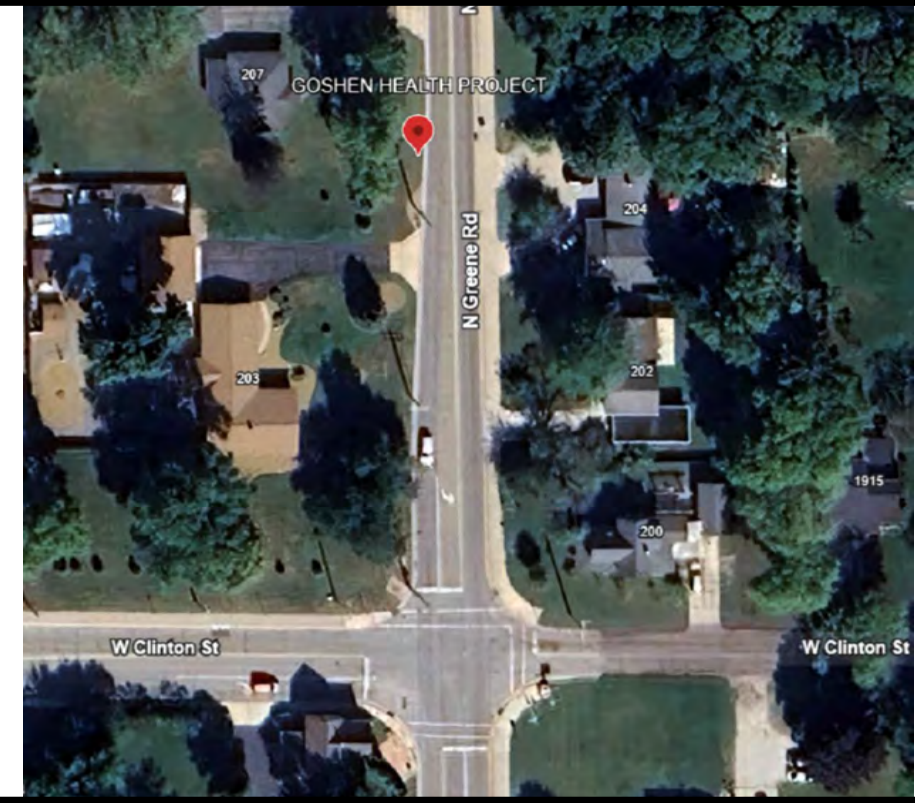
FLOWERPOT

HANHOLE

SHEET INDEX

T1	TITLE PAGE
D1	SPEC SHEET
D2	MUTCD STD.
D3	MUTCD STD.
C1	CROSS SECTION
P1	PLAN SHEET

VICINITY MAP



ISSUED FOR APPROVAL

PROPRIETARY INFORMATION
 THE INFORMATION CONTAINED ON THIS PLAN IS PROVIDED AS IS BY NATURE. ANY USE OR DISCLOSURE OTHER THAN THAT WHICH RELATES TO CARRIER SERVICES IS STRICTLY PROHIBITED.

PROJECT NAME: N GREENE RD, GOSHEN, IN

ROUTE NUMBER: ----

CREATED DATE: 03/24/2026

CREATED BY: ENGENUITY FIBER

SHEET NAME: TITLE PAGE

LOCATION: ----

SHEET SIZE: ANSI FULL BLEED B (11.00 X 17.00 INCHES)

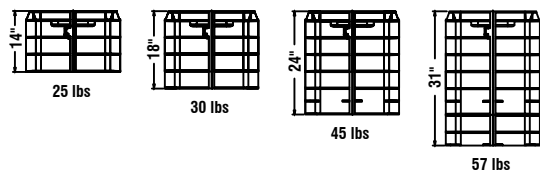
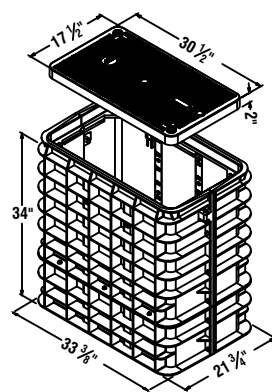
SCALE: N/A SHEET: T1

SMALL HANDHOLE
17.5" x 30.5"

BODY SPECIFICATIONS

Cover Weight 26 lbs
Pit Weight 63 lbs
Assembled Weight 89 lbs

ANSI/SCTE 77:2013 - TIER 22 RATED (33,750 lbs)
AS3996 - CLASS C
EN124 CLASS B125
ASTM C1028-07 & AS-4586 (Slip Resistance)
10,000 Hour Xenon-Arc Exposure (No fiber-bloom)
ASTM D635-06 (Flammability)

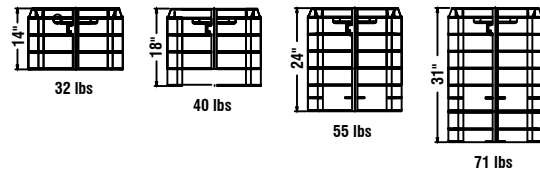
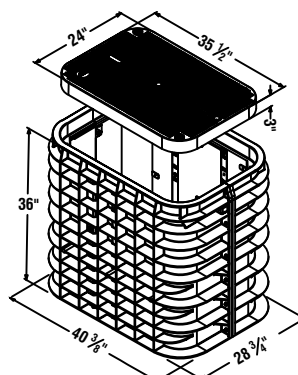


LARGE HANDHOLE
24" x 36"

BODY SPECIFICATIONS

Cover Weight 50 lbs
Pit Weight 82 lbs
Assembled Weight 132 lbs

ANSI/SCTE 77:2013 - TIER 22 RATED (33,750 lbs)
AS3996 - CLASS C
EN124 CLASS B125
ASTM C1028-07 & AS-4586 (Slip Resistance)
10,000 Hour Xenon-Arc Exposure (No fiber-bloom)
ASTM D635-06 (Flammability)



QUAZITE HANDHOLE
TIER 15
POLYMER CONCRETE
HANDHOLE

COVER SPECIFICATIONS

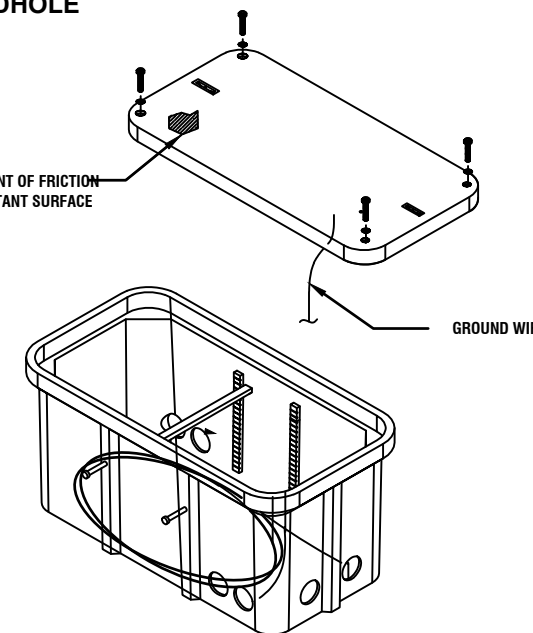
Material: Quazite
Size: 24" x 36" x 24"
Rating: Tier 15 Rating
Surface: .5 Coefficient of Friction Skid Resistant
Design/Test Load: 15,000/22,500
Item Code: PG2436HA00

Cover comes standard with permanent markings for manufacturer and model size.

BOTTOM SPECIFICATIONS

Material: Quazite
Size: 24" x 36" x 24"
Rating: Tier 22 Rating
Design/Test Load: 22,500/33,750
Item Code: PG2436BA24

.5 COEFFICIENT OF FRICTION
SKID RESISTANT SURFACE

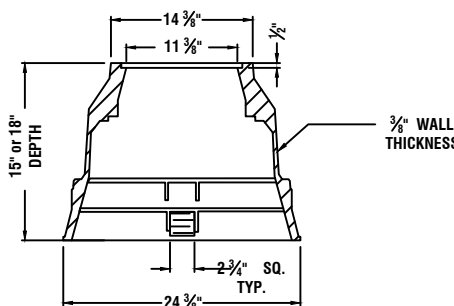
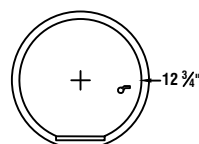


FLOWERPOT
12" x 18"

COVER SPECIFICATIONS

Style: Flush
Material: HDPE
Model: 12" Diameter
Weight: 3 lbs
Options: Logos and Special Markings
Surface: Skid Resistant and Marked
Performance: Pedestrian, ASTM C857, WUC 3.6

Cover comes standard with permanent markings for manufacturer and model size.



BODY SPECIFICATIONS

Material: HDPE
Model: 12" Diameter
Weight: 15" Depth: 13 lbs
18" Depth: 14 lbs
Wall Type: Flared
Mouseholes: 2
Performance: Pedestrian, ASTM C857, WUC 3.6

EXTENSION

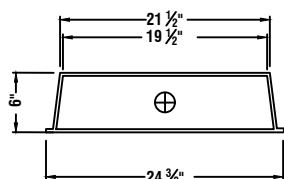
Material: HDPE
Weight: 3 lbs.

LOAD RATINGS/NOTES

Light Duty Pedestrian/Greenbelt

For use in non-vehicular traffic situations only. Weights and dimensions may vary slightly. Actual load rating is determined by the box and cover combination

ANSI/SCTE 77:2013 - TIER 22 RATED (33,750 lbs)
AS3996 - CLASS C
EN124 CLASS B125
ASTM C1028-07 & AS-4586 (Slip Resistance)
10,000 Hour Xenon-Arc Exposure (No fiber-bloom)
ASTM D635-06 (Flammability)



COVER SPECIFICATIONS

Style: Flush
Material: HDPE
Model: 11" Diameter
Weight: 3 lbs
Options: Logos and Special Markings
Surface: Skid Resistant and Marked
Performance: Pedestrian, ASTM C857, WUC 3.6

Cover comes standard with permanent markings for manufacturer and model size.

MINI FLOWERPOT
11" x 11"

BODY SPECIFICATIONS

Material: HDPE
Model: 11" Diameter
Weight: 12" Depth: 10 lbs
Wall Type: Flared
Mouseholes: 2
Performance: Pedestrian, ASTM C857, WUC 3.6

EXTENSION

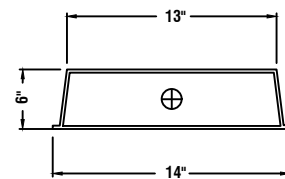
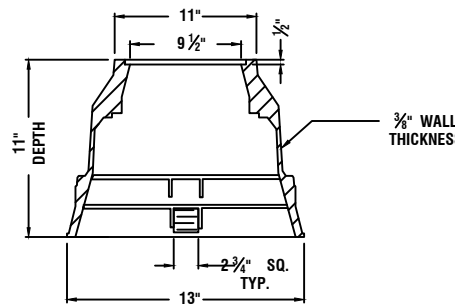
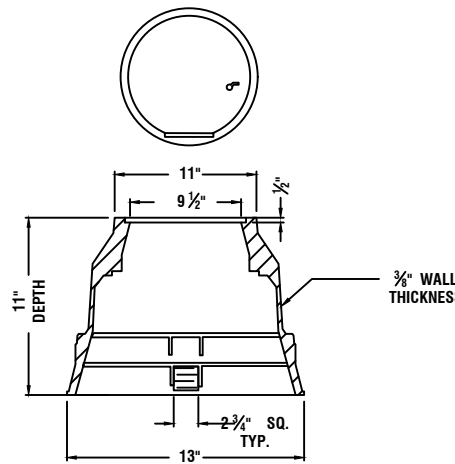
Material: HDPE
Weight: 3 lbs.

LOAD RATINGS/NOTES

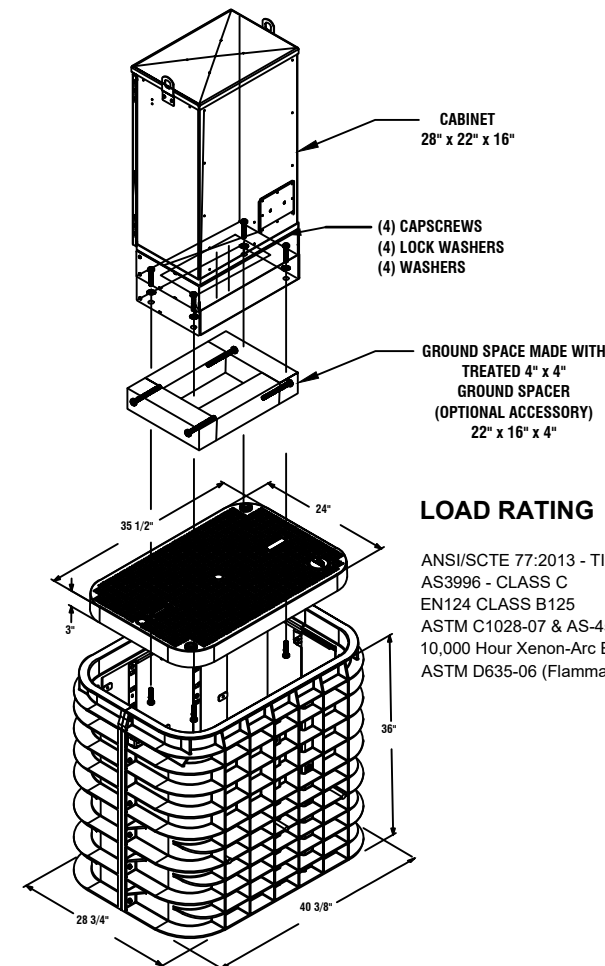
Light Duty Pedestrian/Greenbelt

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10,000 Hour Xenon-Arc Exposure (No fiber-bloom)
ASTM D635-06 (Flammability)



TYPICAL CABINET MOUNT



LOAD RATING

ANSI/SCTE 77:2013 - TIER 22 RATED (33,750 lbs)
AS3996 - CLASS C
EN124 CLASS B125
ASTM C1028-07 & AS-4586 (Slip Resistance)
10,000 Hour Xenon-Arc Exposure (No fiber-bloom)
ASTM D635-06 (Flammability)

BUILDING

EDGE OF PAVEMENT — EOP —
RIGHT OF WAY — RW —
PROPERTY LINE —
UG. CONDUIT & FIBER — DR - DR —
EX. UG. CONDUIT & FIBER — UGF —
ROAD CENTERLINE — SK —
SIDEWALK — SK —

FLOWERPOT

HANHOLE

ISSUED FOR APPROVAL

PROJECT NAME: N GREENE RD, GOSHEN, IN

PROJECT NUMBER: ----

CREATED DATE: 03/24/2026

CREATED BY: ENGENUITY FIBER

SHEET NAME: **DETAIL SHEET**

LOCATION: ----

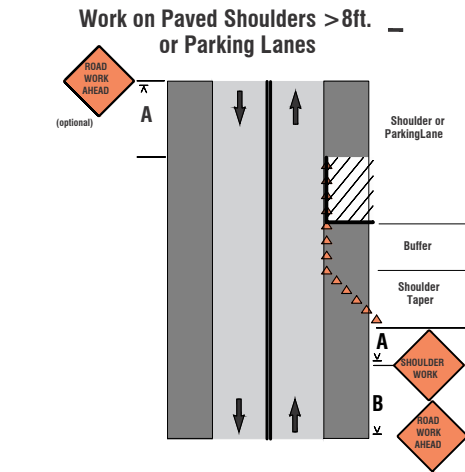
SHEET SIZE: ANSI FULL BLEED B (11.00 X 17.00 INCHES)

SCALE: N/A

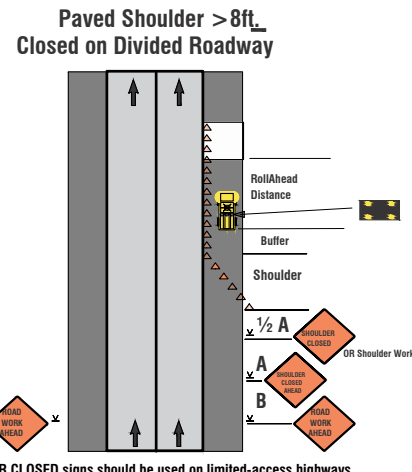
SHEET: D1

MUTCD STANDARD

Permit Section Traffic Control Quick Reference Guide



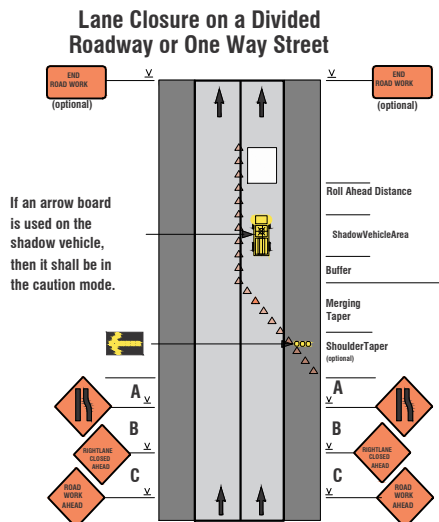
Note: WORKERS or UTILITY WORK AHEAD signs may be used instead of the SHOULDER WORK or ROAD WORK AHEAD signs.



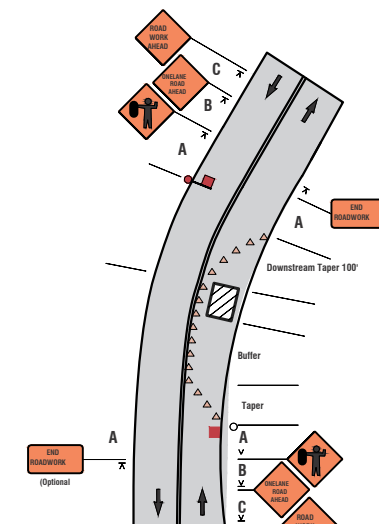
- Notes:
- SHOULDER CLOSED signs should be used on limited-access highways where there is no opportunity for disabled vehicles to pull off the traveled way. UTILITY WORK AHEAD or WORKERS signs may be used instead of the ROAD WORK AHEAD sign.
 - Use of an arrow display is optional. If used, it shall be operated in the caution mode.
 - ≤40mph speed limit, shadow vehicle optional.

Shadow Vehicles CANNOT be used as work vehicles

Lane Closure on a Two-Lane Road (Two Flagger Operation)

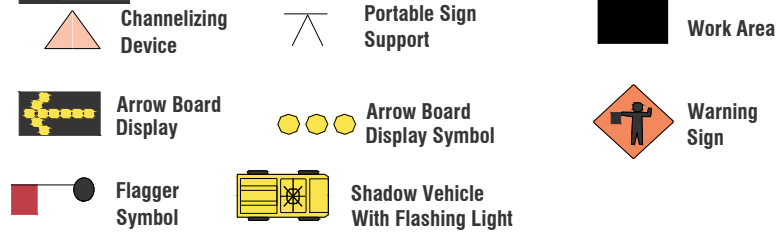


- Notes:
- When a side road intersects the roadway within the work zone, additional devices shall be erected to channelize traffic to/from the side road, and a ROAD WORK AHEAD sign shall be placed on each side road approach.
 - On non-freeway multi-lane roads in urban areas, the sign spacing may be reduced.
 - ≤40mph speed limit, shadow vehicle optional.



- Notes:
- The flagger or flaggers shall use approved flagging procedures according to the MUTCD.
 - If there is a side road intersection within the work area, additional traffic control, such as flaggers and appropriate signage, may be needed on the side road approaches.

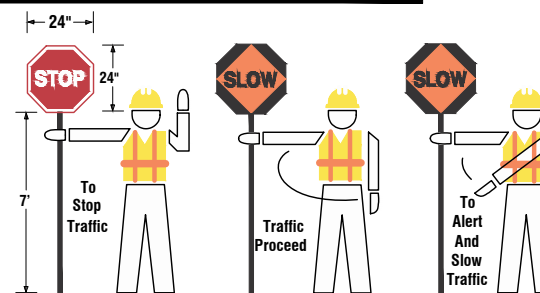
Legend



Flagger Standards and Procedures

If flaggers are used they must be properly trained and equipped at all times.

Only 24" Diameter Stop/Slow paddles are allowed while flagging on State Right-Of-Way



Acceptable Channelizing Devices

- Stripes on barricade rails slope downward at an angle of 45 degrees toward the direction traffic is to pass.
 - Barricade rail stripe widths shall be 6 inches except where rail lengths are less than 36 inches, then 4 inch wide stripes may be used.
 - The sides of barricades facing traffic shall have retroreflective rail faces.
 - All channelizing devices shall meet AASHTO Manual for Assessing Safety Hardware (MASH) Requirements.
- Spacing
- On Tapers: The distance in feet equal to the speed limit in mph, Alongside the work area: The distance in feet equal to 2.0 times the speed limit in mph.
- Alternatively, the spacing for straight-a-ways may be as follows:
- 20 to 40 mph: 1 cone for every 40' (every skip)
 - 40 to 55 mph: 1 cone for every 80' (every other skip)
 - 60 mph & above: 1 cone for every 120' (every 3 skips)

	Sign Spacing (feet)				
	25-30 mph	35-40 mph	45-55 mph	Multilane Divided 50 mph or higher	Expressway/Freeway
A	100	350	500	1000	1000
B	100	350	500	1600	1600
C	100	350	500	2640	2640

Distances shown are approximate. Sign spacing should be adjusted for curves, hills, intersections, driveways, etc., to improve sign visibility.

Speed (MPH)	OPTIONAL SKIPS BASED TAPERS (For a 12 FT Wide Closure)											
	Shoulder Tapers				Shifting Tapers				Merging Tapers			
	L	#S	CS	#C	L	#S	CS	#C	L	#S	CS	#C
20	80	2	20	5	80	2	20	5	160	4	20	9
25	80	2	20	5	80	2	20	5	160	4	20	9
30	80	2	20	5	120	3	20	7	200	5	20	11
35	120	3	20	7	160	4	20	9	280	7	20	15
40	120	3	40	4	160	4	40	5	320	8	40	9
45	200	5	40	6	280	7	40	8	560	14	40	16
50	200	5	40	6	320	8	40	9	600	15	40	17
55	240	6	40	7	360	9	40	10	680	17	40	18
60	240	6	60	5	360	9	60	7	720	18	60	13
65	280	7	60	6	400	10	60	8	800	20	60	15
70	280	7	60	6	440	11	60	9	840	21	60	15

2-Way & Downstream Tapers are always 100/2.5/20/7

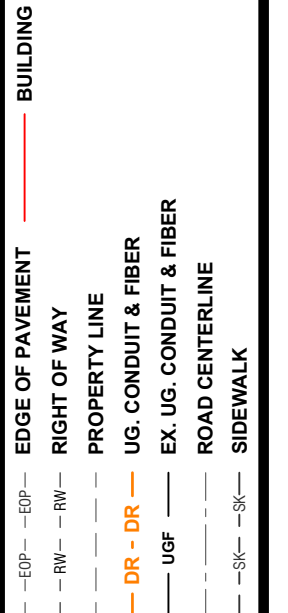
L = Length (ft) #S = Number of Skips CS = Cone Spacing (ft) #C = Number of Cones

Guidelines for Buffer Lengths and Distance of Flagger Station in Advance of the Workspace

Speed (mph)	MUTCD Based Buffer Length (ft)	Optional Skips Based	
		Buffer Length (ft)	Number of Skips
20	115	120	3
25	155	160	4
30	200	200	5
35	250	280	7
40	305	320	8
45	360	360	9
50	425	440	11
55	495	520	13
60	570	600	15
65	645	680	17
70	730	760	19

Roll-ahead Distances

Speed	Roll-ahead Distances	
	Stationary	Mobile
≤45 mph	100 ft	150 ft
50-55 mph	150 ft	200 ft
60-65 mph	200 ft	275 ft
70 mph	225 ft	325 ft



ISSUED FOR APPROVAL

PROPRIETARY INFORMATION

THE INFORMATION CONTAINED ON THIS PAGE IS PROPRIETARY BY NATURE. ANY USE OR DISCLOSURE OTHER THAN THAT WHICH RELATES TO CARRIER SERVICES IS STRICTLY PROHIBITED.

PROJECT NAME: N GREENE RD, GOSHEN, IN

DATE: 03/24/2026

CREATED BY: ENGENUITY FIBER

SHEET NAME: MUTCD

LOCATION: ---

SHEET SIZE: ANSI FULL BLEED B (11.00 X 17.00 INCHES)

SCALE: N/A

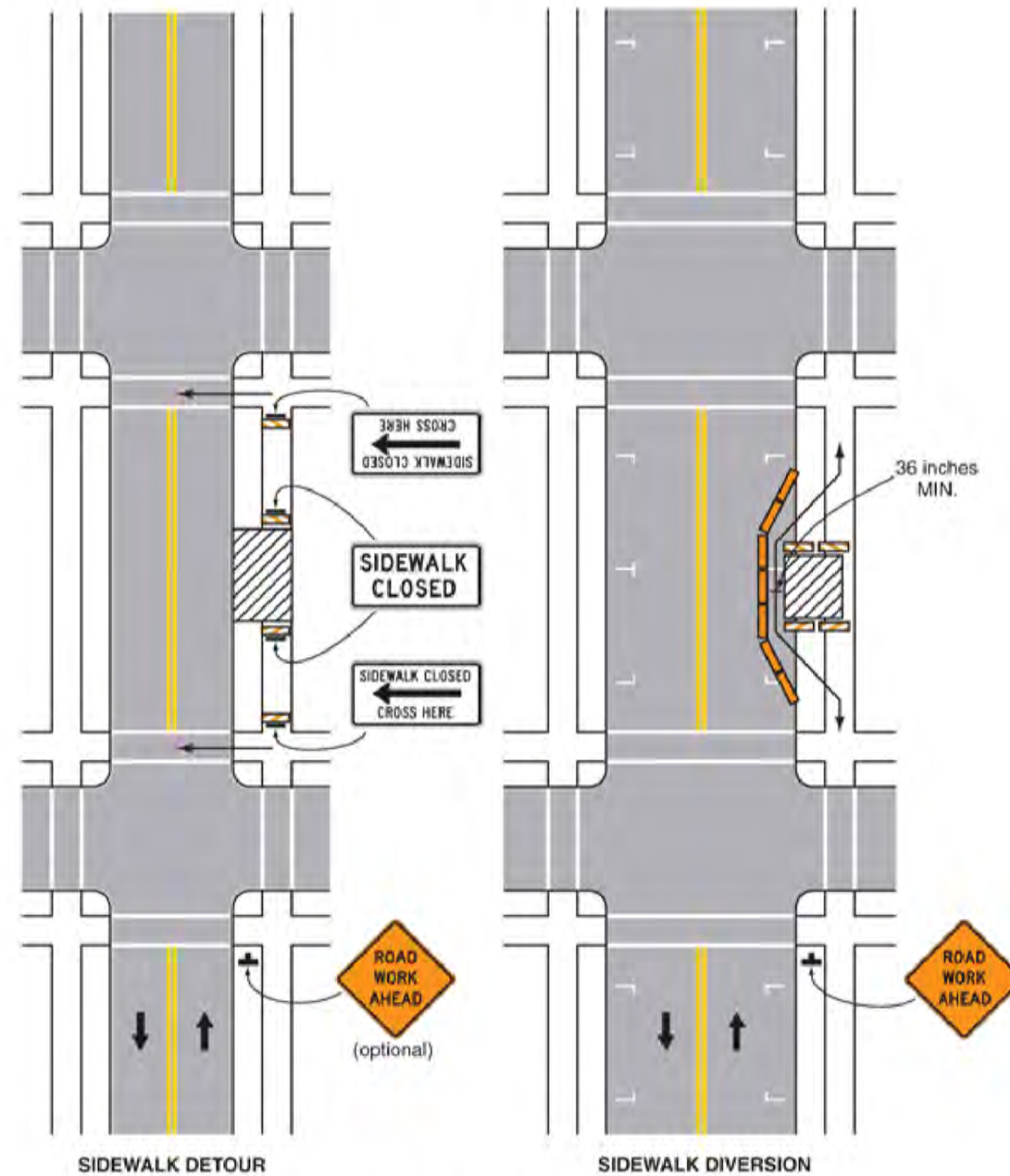
SHEET: D2

DISCLAIMER... The purpose of this document is to present guidelines for work zone traffic control. This covers the basic requirements set forth in Part VI of the Indiana Manual on Uniform Traffic Control Devices (MUTCD) as it pertains to Right-Of-Way Permit work. Any changes or additions of traffic control of protection can be requested per the District Permit Sections. This document MUST accompany the Right-Of-Way Permit Application.

MUTCD STANDARD

Permit Section Traffic Control Quick Reference Guide

Figure 6H-28. Sidewalk Detour or Diversion (TA-28)



Typical Application 28

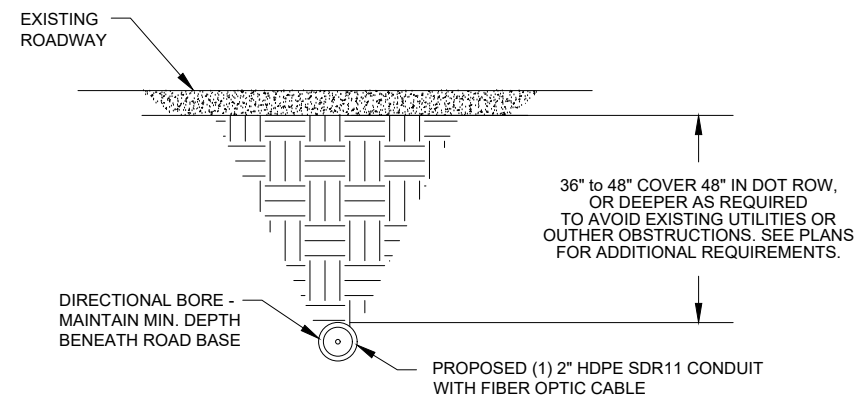
Note: See Tables 6H-2 and 6H-3 for the meaning of the symbols and/or letter codes used in this figure.

---	EOP	---	EDGE OF PAVEMENT
---	RW	---	RIGHT OF WAY
---	---	---	PROPERTY LINE
---	DR - DR	---	UG. CONDUIT & FIBER
---	UGF	---	EX. UG. CONDUIT & FIBER
---	---	---	ROAD CENTERLINE
---	SK	---	SIDEWALK

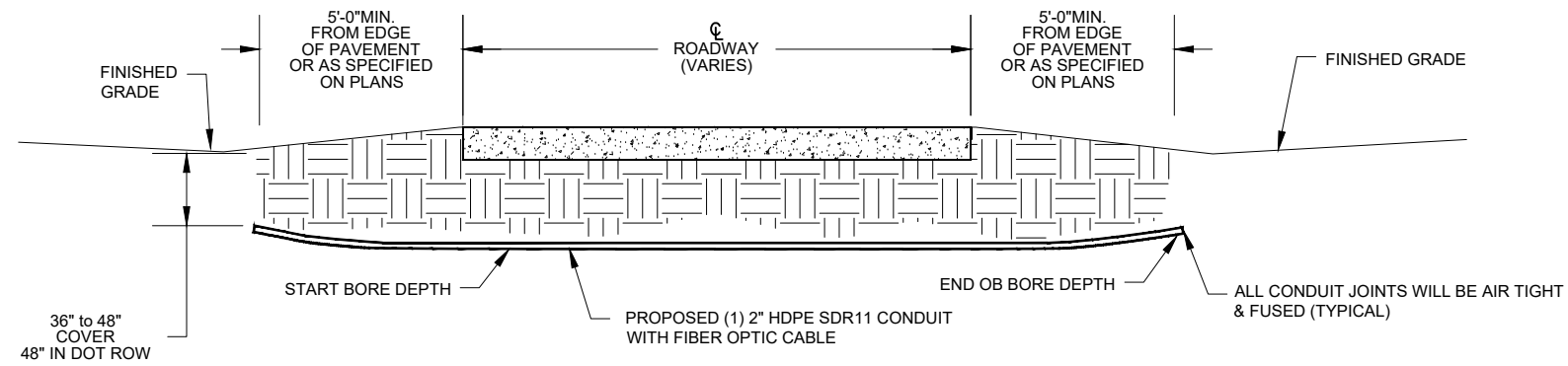
●	FLOWERPOT
■	HANHOLE

ISSUED FOR APPROVAL	
<small>PROPRIETARY INFORMATION THE INFORMATION CONTAINED ON THIS DRAWING IS PROPRIETARY BY NATURE. ANY USE OR DISCLOSURE OTHER THAN THAT WHICH RELATES TO CARRIER SERVICES IS STRICTLY PROHIBITED.</small>	
PROJECT NAME:	N GREENE RD, GOSHEN, IN
REVISION NUMBER:	----
CREATED DATE:	03/24/2026
CREATED BY:	ENGENUITY FIBER
SHEET NAME:	MUTCD
LOCATION:	----
SHEET SIZE:	ANSI FULL BLEED B (11.00 X 17.00 INCHES)
SCALE:	N/A
SHEET:	D3

STANDARD UNDERGROUND CONSTRUCTION DETAILS CONT.



**TYPICAL DIRECTION BORE
(CROSS SECTION)**



**TYPICAL DIRECTIONAL BORE UNDER ROAD
(PROFILE)**

BUILDING

EDGE OF PAVEMENT — EOP —

RIGHT OF WAY — RW —

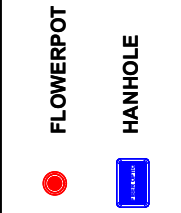
PROPERTY LINE — —

UG. CONDUIT & FIBER — DR - DR —

EX. UG. CONDUIT & FIBER — UGF —

ROAD CENTERLINE — —

SIDEWALK — SK —



ISSUED FOR APPROVAL

PROPRIETARY INFORMATION

THE INFORMATION CONTAINED ON THIS DRAWING IS PROPRIETARY AND IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM. ANY USE OR DISCLOSURE OTHER THAN THAT WHICH RELATES TO CARRIER SERVICES IS STRICTLY PROHIBITED.

PROJECT NAME: **N GREENE RD, GOSHEN, IN**

REVISION NUMBER: **----**

CREATED DATE: **03/24/2026**

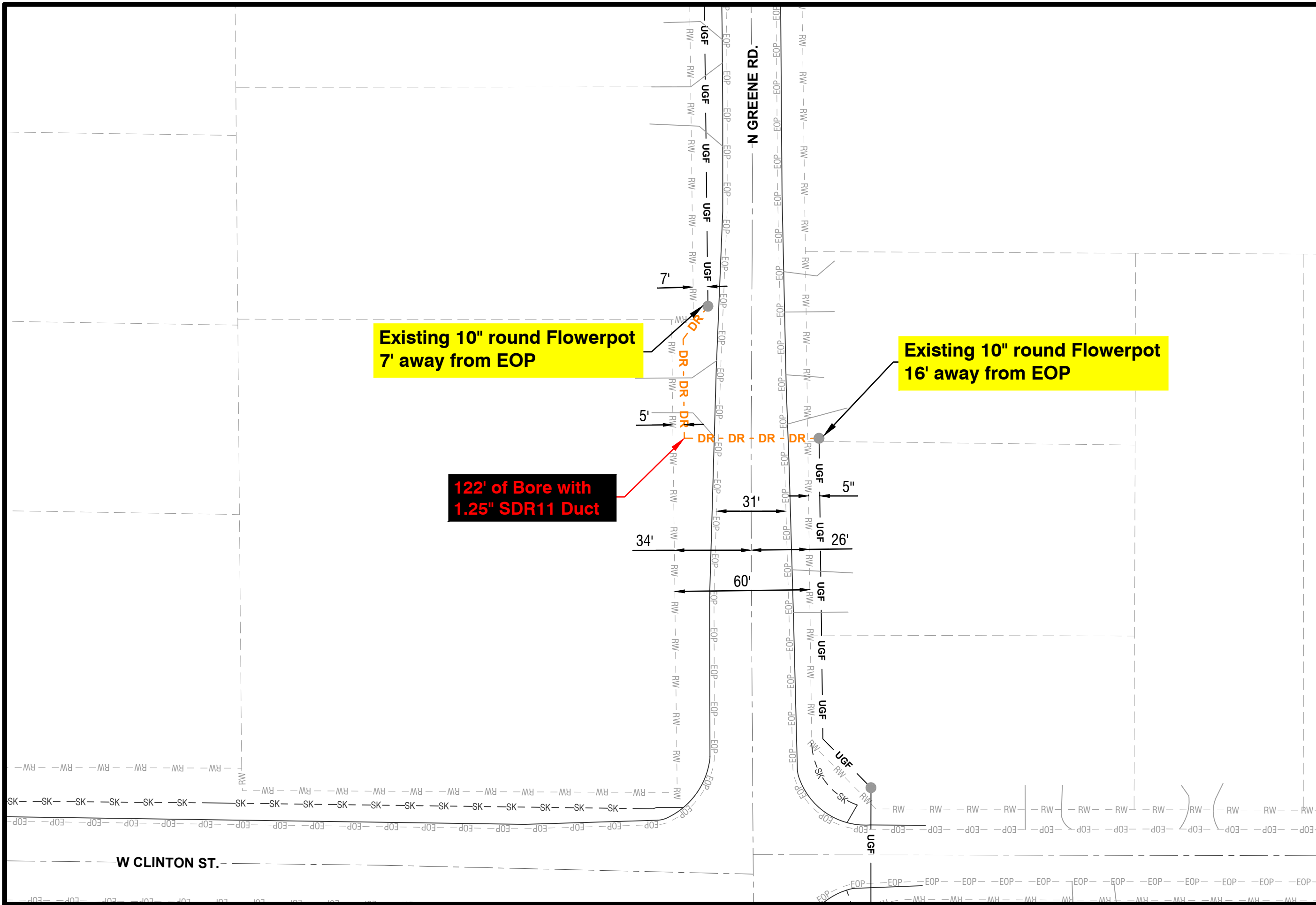
CREATED BY: **ENGENUITY FIBER**

SHEET NAME: **CROSS SECTION - 2 LANE**

LOCATION: **----**

SHEET SIZE: **ANSI FULL BLEED B (11.00 X 17.00 INCHES)**

SCALE: **N/A** SHEET: **C1**



**Existing 10" round Flowerpot
7' away from EOP**

**Existing 10" round Flowerpot
16' away from EOP**

**122' of Bore with
1.25" SDR11 Duct**

- EOP
- RW
- UGF
- DR - DR
- DR
- UGF
- SK - SK
- BUILDING
- EDGE OF PAVEMENT
- RIGHT OF WAY
- PROPERTY LINE
- UG. CONDUIT & FIBER
- EX. UG. CONDUIT & FIBER
- ROAD CENTERLINE
- SIDEWALK

- FLOWERPOT
- HANHOLE



**ISSUED
FOR
APPROVAL**

PROPRIETARY INFORMATION
THE INFORMATION CONTAINED ON THIS PLAN IS PROPRIETARY BY NATURE. ANY USE OR DISCLOSURE OTHER THAN THAT WHICH RELATES TO CARRIER SERVICES IS STRICTLY PROHIBITED.

PROJECT NAME:	N GREENE RD, GOSHEN, IN
RELATE NUMBER:	----
CREATED DATE:	03/24/2026
CREATED BY:	ENGENUITY FIBER
SHEET NAME:	PLANSHEET
LOCATION:	----
SHEET SIZE:	ANSI FULL BLEED B (11.00 X 17.00 INCHES)
SCALE:	1" = 40' SHEET P01

*****REQUEST*****

DATE: Thursday, April 2, 2026

TO: GOSHEN BOARD OF WORKS

FROM: GOSHEN WATER & SEWER
KELLY SAENZ

RE: UNPAID FINAL ACCOUNTS

The original amount of unpaid final Water/Sewer accounts for this period was **\$6,407.97**
Collection letters were sent out and payments of **\$2,087.44** had been collected.

The uncollected amount equals **\$4,320.53**

Therefore I am requesting to move our uncollected finalized accounts from active to Collection,
Sewer Liens and Write offs.

These are accounts for the most part were finalized thru **Tuesday, December 30, 2025**

WATER: \$1,441.41
SEWER: \$2,879.12

TOTALS

REPORT TOTAL		\$6,407.97
BPS TOTAL	\$1,410.34	\$4,997.63
COUNTY TOTAL	\$2,876.49	\$2,121.14
W-WRITE OFF	\$31.07	\$2,090.07
S-WRITE OFF	\$2.63	\$2,087.44
PAYMENT TOTAL	\$2,087.44	\$0.00
AGREEMENT TOTAL		



**Engineering Department
CITY OF GOSHEN**

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

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

MEMORANDUM

TO: Board of Works and Safety and Stormwater Board

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

RE: **CORTADO – 132 S. MAIN STREET
OUTDOOR SEATING REQUEST (JN: STREETS – R/W – OUTDOOR SEATING)**

DATE: March 31, 2026

Cortado at 132 S. Main Street has provided a sufficient Temporary Outdoor Seating in the Public Right-of-way application for 2026. This will be a new installation for 2026, and the owner intends to install a fence and outdoor seating while maintaining a 6 foot walkway between the fence and the nearest obstruction. Cortado has secured letters of support from the adjoining properties on either side of the business.

Cortado's outdoor seating request is consistent with the City's established guidelines; therefore, Goshen Engineering recommends approval of Cortado's Outdoor Seating in the Public Right-of-way application for April 1 through October 30, 2026.

Requested Motion: Move to permit Cortado to install outdoor seating on the sidewalk along the face of their building as detailed and in accordance with the requirements contained in the Temporary Outdoor Seating in Public Right-of-way application from April 1 through October 30, 2026.

Application for Temporary Outdoor Seating in Public Right-of-Way City of Goshen, Indiana

Name of Business: <u>Cortado</u>	Business Phone Number: <u>574.971.5889</u>
Applicant Name: <u>Victoria Brenneman</u>	Applicant Phone Number: (required for after-hours contact) <u>574.320.3784</u>
Address: <u>132 S. Main Street</u>	
Installation Date: (On or After April 1 st) <u>April 1, 2026</u>	Removal Date: (On or Before October 30 th) <u>October 30, 2026</u>

PERMIT APPLICANT Victoria Brenneman 3/19/26
Signature Date

LIABILITY INSURANCE REQUIREMENTS: \$1M General Liability Insurance Yes No

APPLICATION FEE: The fee for each Outdoor Seating Right-of-Way application shall be \$20.00. Please make check payable to: "CITY OF GOSHEN"
Date Paid 3/19/26 Cash Check # 1197

City of Goshen "Approval of Permit"

<u>Dustin K. Sutor</u> City Engineer Dir. Pub. Works	<u>3.31.26</u> Date	_____ Gina Leichy, Mayor	_____ Date
_____ Michael Landis, Board Member	_____ Date	_____ Mary Nichols, Board Member	_____ Date
_____ Barb Swartley, Board Member	_____ Date	_____ Orv Myers, Board Member	_____ Date

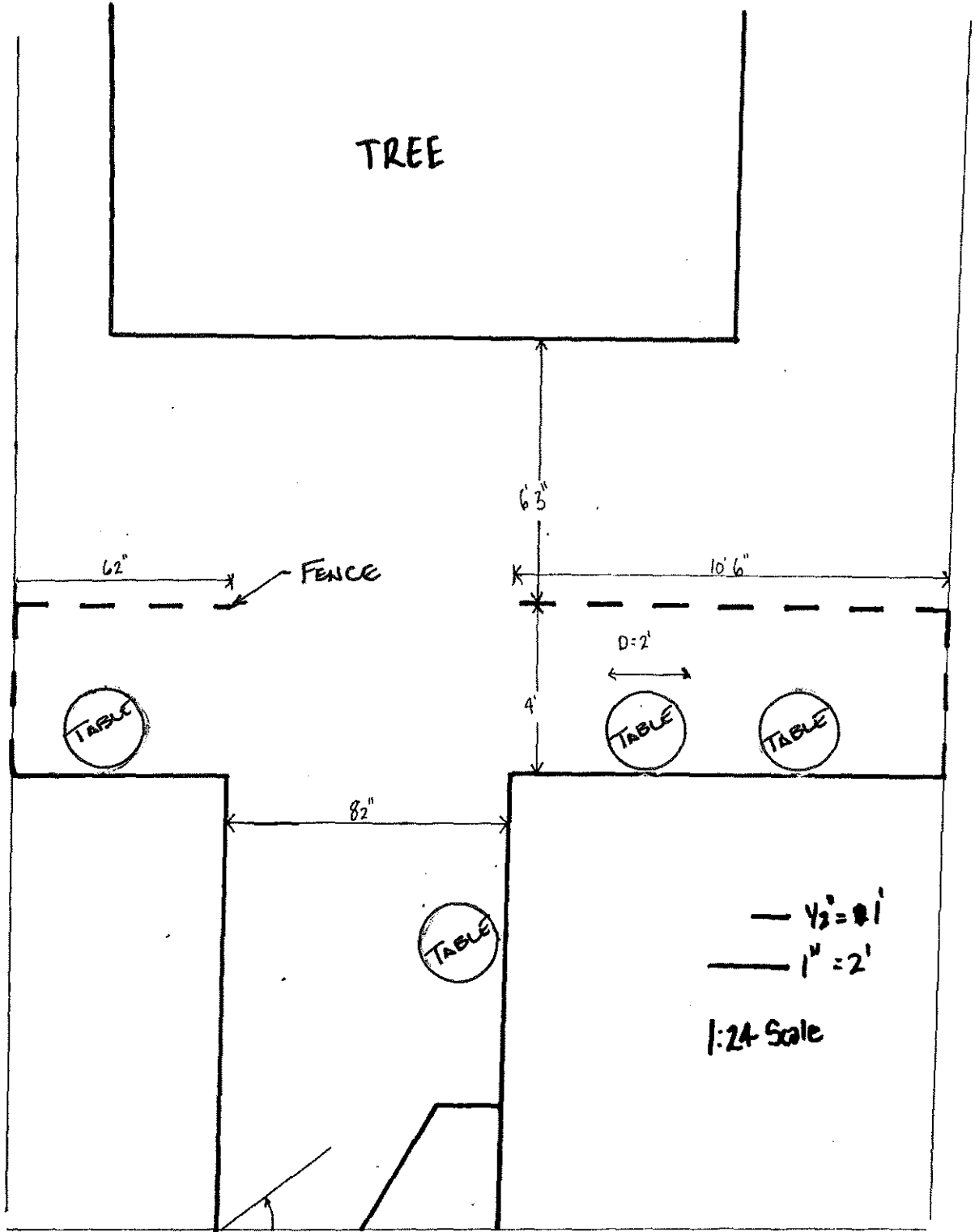
Application Checklist

- Complete the application form
- Attach a scaled drawing showing the design of the installation with dimensions
- Include signed letters of support from adjacent property owners, if applicable
- Provide pictures or drawings that illustrate the materials to be used in the installation
- Provide a brief description of operations including if alcohol sales will occur and hours of operation
- Supply certificate of liability insurance naming the City as an additional insured
- If vehicular traffic will be impacted by construction, include an installation and removal plan showing traffic maintenance accommodations Not applicable
- Create and provide a maintenance checklist

Application Requirements

Establishments in the Downtown Business District serving food and/or beverages as the primary offering, or banquet facilities and rentable space permitted to allow catering services at the facility may request approval from the City of Goshen to place additional temporary seating outside of the facility in the portion of the public right-of-way directly adjacent to the property. For the purposes of this document, the Downtown Business District is defined as the area being along or between 2nd Street and 5th Street while also being along or between Pike Street and Madison Street. The portion of the public right-of-way directly adjacent to the neighboring properties may also be utilized upon written consent of the that property owner as long as all utilized portions of the right-of-way are contiguous. All approved installations and placement of private effects within the public right-of-way must be temporary and will only be allowed from April 1st to October 30th, at which time, the outdoor seating within the right-of-way privilege expires and the right-of-way must be returned to its original condition. Applications must be submitted on a yearly basis and all requests to the City of Goshen will require the following criteria be met prior to approval:

- All seating must allow access to public utilities, waste collection receptacles, hydrants, alleys, manhole covers, ADA parking spaces, and driveways; and must adhere to all standard codes, rules and guidelines for such establishments, including those set forth by the Indiana Alcohol and Tobacco Commission, if applicable.
- At a minimum, a 5-foot walkway must be maintained free of all obstructions on either:
 1. A portion of the sidewalk with a cross slope of 2.0% or less, or
 2. The most level 5-foot wide section of walkway as determined by the Engineering Department.
- If table service is to be offered, separation must be provided between seating and walkway through placement of a vertical barrier with a minimum height of 36 inches. The barrier must be free-floating, not damage the sidewalk surface, and not cause a trip hazard within the defined walkway.



TREE

62"

FENCE

63"

10' 6"

D=2'

4'

82"

TABLE

TABLE

TABLE

TABLE

— 1/2" = 1'

— 1" = 2'

1:24 Scale



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/11/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Hummel Group, Inc. 13489 County Road 16 PO Box 433 Middlebury IN 46540	CONTACT NAME: Katelyn Sunderland PHONE (A/C, No, Ext): (260) 768-4547 FAX (A/C, No): (260) 768-4651 E-MAIL ADDRESS: ksunderland@hummelgrp.com																				
	<table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A:</td> <td>Western Reserve Mutual Insurance Company</td> <td>26131</td> </tr> <tr> <td>INSURER B:</td> <td>Sequoia Insurance Company</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td>United States Liability Ins. C</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Western Reserve Mutual Insurance Company	26131	INSURER B:	Sequoia Insurance Company		INSURER C:	United States Liability Ins. C		INSURER D:			INSURER E:			INSURER F:	
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INSURER C:	United States Liability Ins. C																				
INSURER D:																					
INSURER E:																					
INSURER F:																					
INSURED Cortado LLC; Miller Brenn Properties LLC 132 S Main Street Goshen IN 46526																					

COVERAGES CERTIFICATE NUMBER: 2026-2027 Master REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y		BOP0000883804-2	03/01/2026	03/01/2027	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 250,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		QWS1485026	08/15/2025	08/15/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Liquor Liability			LQ1020464	10/30/2025	10/30/2026	Liquor Liability \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

City of Goshen 202 South 5th St Suite 2 Goshen IN 46528	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	---

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Cortado is open six days a week. Monday through Friday Cortado is open from 7am–6pm. Saturday Cortado is open from 7am–2pm. These new hours take effect Monday, March 23rd. We do sell alcohol and with the fence, my understanding is that customers could have an alcoholic drink inside the fence (this area would be an extension of the Cortado dining room.) I will double check with my attorney at Warrick and Boyn.

We have an in-house bakery and sell pastries, breakfast and lunch. With our new hours we will extend our sandwiches into the evening and also have a special happy hour food and drink menu that starts at 3pm and runs until 6pm, Monday through Friday.

Cortado Restaurant Approval Document

Date: March 18, 2026

To Whom It May Concern

We, the owners of Cortado, located at 132 S. Main St., Goshen, IN 46526, are seeking your approval for the installation of a fence and outdoor cafe tables outside our restaurant.

Proposed Changes:

- **Fence Installation:** The fence will extend 4 feet from the building.
- **Cafe Tables:** We plan to add 4 tables:
 - **1 Table:** Located in the walkway entrance to our restaurant.
 - **3 Tables:** Positioned in front of the windows, on the sidewalk.
- **Sidewalk Space:** There will still be over 6 feet of space for pedestrians to walk comfortably on the sidewalk.

Timeline: The outdoor seating will be in place from April 1st through October 30th.

Your Support: We believe this enhancement will not only benefit Cortado but also enrich the dining experience in our community. We appreciate your cooperation and support in this endeavor.

Please sign below to indicate your approval:

Signature: ROBERTA KECK Print Name: ROBERTA KECK
Date: MARCH 18TH, 2026

If you have any questions or concerns, please feel free to reach out.

Thank you for your support!

Sincerely, Victoria Brenneman

victoria@cortadogoshen.com

Cell:574.320.3784

Cortado Restaurant Approval Document

Date: March 18, 2026

To Whom It May Concern

We, the owners of Cortado, located at 132 S. Main St., Goshen, IN 46526, are seeking your approval for the installation of a fence and outdoor cafe tables outside our restaurant.


Proposed Changes:

- **Fence Installation:** The fence will extend 4 feet from the building.
- **Cafe Tables:** We plan to add 4 tables:
 - **1 Table:** Located in the walkway entrance to our restaurant.
 - **3 Tables:** Positioned in front of the windows, on the sidewalk.
- **Sidewalk Space:** There will still be over 6 feet of space for pedestrians to walk comfortably on the sidewalk.

Timeline: The outdoor seating will be in place from April 1st through October 30th.

Your Support: We believe this enhancement will not only benefit Cortado but also enrich the dining experience in our community. We appreciate your cooperation and support in this endeavor.

Please sign below to indicate your approval:

Signature:  _____ Print Name: Miguel Guernoru
Date: 03/19/26 _____ Hollywood Fade

If you have any questions or concerns, please feel free to reach out.

Thank you for your support!

Sincerely, Victoria Brenneman

victoria@cortadogoshen.com

Cell:574.320.3784

This checklist helps ensure that the tables, chairs, and fence remain in good condition, providing a pleasant dining experience for customers and maintaining a clean appearance for those passing by on the sidewalk.

Outdoor Tables and Chairs Maintenance Checklist

Daily Maintenance

- **Inspect for Damage:**
 - Check for any visible damage or wear (cracks, chips, rust).
- **Clean Surfaces:**
 - Wipe down tables and chairs with a damp cloth and mild soap and sanitizer.
 - Remove any food debris, spills or trash from tables and patio areas.
 - Sweep the area with a broom if needed.
- **Check Stability:**
 - Ensure all tables and chairs are stable and not wobbly.

Monthly Maintenance

- **Deep Cleaning:**
 - Clean cement with water if needed
- **Inspect Fasteners:**
 - Check screws, bolts, and joints for tightness.
 - Tighten any loose connections.

Seasonal Maintenance

- **End of Season Storage:**
 - Clean and dry all furniture before storing for winter.
 - Move furniture and fence indoors for winter storage



Classic and elegant, Tuscany Aluminum Railing enhances any outdoor space with smooth lines and a durable, powder-coated finish. Its timeless design blends beauty and functionality for lasting appeal.

↓ Cortado (this is the same fence the coop has) ours will be freestanding.



Tuscany (C10)
3/4" x 3/4" Square Baluster



Tuscany (C101)
3/4" Round Baluster

BOXED KITS

Tuscany C10 and C101

Boxed Kits Include:

Rails, Balusters, Mounts (4), and Installation Instructions.

One Railing Support is also included with all 7' - 8' Straight Sections



ASSEMBLED SECTIONS

Tuscany C10

Assembled Sections Include:

Assembled Section (Compatible with Assembled Posts - See page 27) and Installation Instructions.

One Railing Support is also included with all 7' - 8' Straight Sections.



Sections are available in four Powdered Coated Colors: Black Fine Texture, Bronze Fine Texture, White Fine Texture, and Gloss White.

Options



3' x 3' Welded Corner



Special Order Radius Sections



Juliette Balcony Section



**Engineering Department
CITY OF GOSHEN**

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

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

MEMORANDUM

TO: Board of Works and Safety and Stormwater Board

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

RE: **THE FOLD – 219 S. MAIN STREET
OUTDOOR SEATING REQUEST (JN: STREETS – R/W – OUTDOOR SEATING)**

DATE: March 31, 2026

The Fold at 219 S. Main Street has provided a sufficient Temporary Outdoor Seating in the Public Right-of-way application for 2026. Because they intend to use the alley for their outdoor seating area, they secured a letter of support from the adjoining neighbor. The Fold's outdoor seating 2026 setup is the same as 2025, and the City is unaware of any complaints regarding last year's setup.

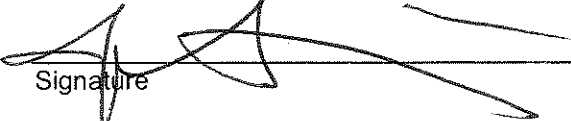
Goshen Engineering recommends approval of The Fold's Outdoor Seating in the Public Right-of-way application for April 1 through October 30, 2026.

Requested Motion: Move to permit The Fold to install outdoor seating in the alley north of their building as detailed and in accordance with the requirements contained in the Temporary Outdoor Seating in Public Right-of-way application from April 1 through October 30, 2026.

Application for Temporary Outdoor Seating in Public Right-of-Way

City of Goshen, Indiana

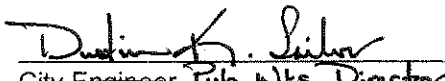
Name of Business: THE FOLD	Business Phone Number: 574.538.3950
Applicant Name: JESSE SENSENIG	Applicant Phone Number: 843.469.0314 <small>(required for after-hours contact)</small>
Address: 219 S. MAIN ST. GOSHEN IN 46526	
Installation Date: <small>(On or After April 1st)</small> 4/15/26	Removal Date: <small>(On or Before October 30th)</small> 10/30/26

PERMIT APPLICANT  Date 3/30/26
Signature

LIABILITY INSURANCE REQUIREMENTS: \$1M General Liability Insurance Yes No

APPLICATION FEE: The fee for each Outdoor Seating Right-of-Way application shall be \$20.00. Please make check payable to: "CITY OF GOSHEN"
 Date Paid _____ Cash Check # _____

City of Goshen "Approval of Permit"

<u></u> City Engineer Pub. Wks. Director	<u>3.31.26</u> Date	<u>Gina Leichthy, Mayor</u>	 Date
<u>Michael Landis, Board Member</u>	 Date	<u>Mary Nichols, Board Member</u>	 Date
<u>Barb Swartley, Board Member</u>	 Date	<u>Orv Myers, Board Member</u>	 Date

Application Checklist

- Complete the application form
- Attach a scaled drawing showing the design of the installation with dimensions
- Include signed letters of support from adjacent property owners, if applicable
- Provide pictures or drawings that illustrate the materials to be used in the installation
- Provide a brief description of operations including if alcohol sales will occur and hours of operation - **ALCOHOL & FOOD**
- Supply certificate of liability insurance naming the City as an additional insured
- If vehicular traffic will be impacted by construction, include an installation and removal plan showing traffic maintenance accommodations **WE HAVE SWEEPING, PICKING UP TRASH & WIPING DOWN TABLES ON AN OPENING & CLOSING CHECKLIST ALONG w/ WATER & MAINTAINING PLANS WEEKLY.**
- Create and provide a maintenance checklist

Application Requirements

Establishments in the Downtown Business District serving food and/or beverages as the primary offering, or banquet facilities and rentable space permitted to allow catering services at the facility may request approval from the City of Goshen to place additional temporary seating outside of the facility in the portion of the public right-of-way directly adjacent to the property. For the purposes of this document, the Downtown Business District is defined as the area being along or between 2nd Street and 5th Street while also being along or between Pike Street and Madison Street. The portion of the public right-of-way directly adjacent to the neighboring properties may also be utilized upon written consent of the that property owner as long as all utilized portions of the right-of-way are contiguous. All approved installations and placement of private effects within the public right-of-way must be temporary and will only be allowed from April 1st to October 30th, at which time, the outdoor seating within the right-of-way privilege expires and the right-of-way must be returned to its original condition.

- All necessary electrical connections must be encased in a cord safety cover.

Temporary walkways and seating areas constructed in adjacent parking spaces must be approved by the Board of Public Works and Safety, will be approved subject to parking demand, and will require the following criteria be met:

- All temporary walkways and seating areas must be on constructed surfaces that are a minimum of four inches high along the travel lane of the adjacent roadway, covered in slip-resistant material, and have a minimum load-bearing weight of 100 lbs./sq. ft.
- All temporary walkway and seating construction must allow the existing drainage patterns to be maintained and must provide a clear area adjacent to the curb in the roadway to allow runoff to flow. The required opening shall be no less than 12 inches in width and have a height of two inches or the height of the adjacent curb, whichever is greater.
- Constructed walkways must meet all guidance set forth in the U.S. Access Board's Proposed Rights-of-Way Accessibility Guidelines and provide a minimum walkway width of five feet.
- All temporary walkways and seating areas must be separated from the adjacent roadway with a vertical barrier that is a minimum of 36-inches high. The vertical barrier must be rigid, fastened securely to the constructed surface, and have no passable gaps greater than 6-inches. The vertical barrier, or delineators/bollards with reflective tape placed in addition to the barrier, must be placed between 18 and 36 inches away from the lane line of the adjacent travel lane and must be easily visible to the traveling motorist on said facility.
- A 3-foot clear area must be provided as a buffer between any construction and the closest parking space or driveway and the installation cannot obstruct vehicle sight lines as determined by the Engineering Department.
- Where requested by the City, additional separation and or protection may be required on the upstream end (end at risk of vehicle impact) of the construction. These determinations will be based on vehicle speed and a driver expectancy* in the adjacent roadway.

***Driver expectancy** refers to a driver's readiness to respond to hazards that are expected to be in a particular type of roadway corridor. If a hazard is atypical to the corridor than it is considered to be outside the expectancy of the driver.

Operation and Maintenance

Applicants are solely responsible for the maintenance and upkeep of their installations. This includes all duties and costs related to keeping the installation clean and in good condition. Areas should be cleaned each day of operation and any damage repaired promptly. Proper maintenance is a condition of the permission to install, and failure to conduct proper maintenance will result in the loss of permissions. The following list should be used as a minimum maintenance checklist:

- Wipe down table and chairs
- Clean up rubbish within and around the area
- Sweep in and around the area
- Remove debris against the outside edge of the barrier and along curb to help maintain free flow of runoff
- Water and maintain installed plantings

The City reserves the right to remove the installation if emergency or utility work needs to be conducted. The applicant will be responsible for all costs associated with the disassembly and removal of the installation.

Terms and Conditions

By applying for the Outdoor Seating in Public Right-of-Way of the Downtown Business District, Applicant agrees and shall comply with all terms and conditions included in this application and any related permit issued by the City of Goshen ("City"), which terms and conditions are detailed herein. Applicant acknowledges and agrees that the City may, in its sole discretion, deny or reject any application site that presents safety or traffic circulation concerns. Further, the City may, in its sole discretion, limit, reduce, or revoke any permit issued that presents safety or traffic circulation concerns.

that the Board of Public Works and Safety or the City's Engineering Department must approve the permit prior to the start of work. Applicant agrees and acknowledges that the City has the authority to condition or revoke approvals deemed to have been improvidently granted or inappropriate in light of new information or changed circumstances. In addition, the City may impose conditions on new or existing approvals in order to promote the public health, safety, and welfare and to mitigate adverse impacts that have arisen or may arise in connection with a new or expanded outdoor seating area approved under this program. Anyone who wishes to challenge the approval or denial may seek reconsideration by the City Engineer by submitting the appeal to the approval or denial via email to the City's Engineering Department. This shall be the exclusive means of appealing any approvals granted or revoked under the program. The City Engineer shall have the sole discretion to approve or reject a challenge, but such determination shall consider application requirements, program guidelines, and public health, safety, and welfare needs.

B. Operating Terms and Conditions. Applicants by applying for an Outdoor Seating Permit agree to comply with the following operating conditions:

1. Applicant shall comply with and enforce customer compliance with state and local requirements for restaurant and bar operation
2. Applicant shall be responsible for properly cleaning and disinfecting all dining tables and chairs as needed or required by local health requirements
3. Applicant shall have adequate on-site hand sanitizing and hand-washing stations available to employees and customers
4. Applicant shall be responsible for coordinating any issues or permissions required from neighboring operators affected by its proposed site
5. Applicant shall comply with all required liquor laws and be responsible for coordinating compliance with applicable local and state authorities
6. Applicant shall not store or prepare food within the City's right-of-way

C. Standard Terms and Conditions: Outdoor Seating in Public Right-of-Way of the Downtown Business District. Each applicant receiving permission to establish outdoor seating area in the right-of-way ("Permittee") agrees and shall abide by the following standard terms and conditions:

1. **COVID-19 Health Requirements and Other Standard Conditions.** The Permittee shall comply and further shall cause its employees, agents, guests, invitees, and contactors to comply with all federal, state and local statues, rules, and orders addressing public health and social distancing, including any orders issued by the Elkhart County Health Department ("Public Health") and/or the City of Goshen ("City") that might apply to outdoor seating areas in the right-of-way. This shall include requirements governing social distancing, face covering, and other requirements for restaurants from the State of Indiana. In the event of a conflict between Public Health and state guidance, Permittee shall comply with whichever is more protective of the public health as determined by the City. In addition, the Permittee shall comply and further shall cause its employees, agents, guests, invitees, and contractors to comply with these terms and conditions and any other rules or regulations established by the City that might apply to outdoor seating areas in the right-of-way, which the City may modify or supplement from time to time in order to protect and promote the public health, safety, and welfare.
2. **Expenses.** All expenses associated with Permittee's establishment and operation of outdoor seating in the right-of-way shall be borne by Permittee. The City shall not be responsible for any costs associate with the Permittee's establishment and operation of outdoor seating in the right-of-way.
3. **Establishment of Outdoor Seating Area.** In establishing outdoor seating in the right-of-way, Permittee shall not modify, alter, or demolish existing curbs, sidewalks, streets or other encroachments within or near the right-of-way or attach furniture or other fixtures using fasteners, adhesives, or other invasive means, unless specifically approved by the City as part of the City's approval of Permittee's plans. Permittee acknowledges and agrees to have the installation inspected by the Engineering Department prior to use.
4. **Maintenance of Outdoor Seating Area.** Following the Permittee's establishment and operation of outdoor seating in the right-of-way, Permittee shall maintain the area in good, clean and safe condition and repair and in accordance with applicable City rules and regulations. If the City determines that the outdoor seating area poses a hazardous condition, has caused damage to City property, or is otherwise

March 25, 2026

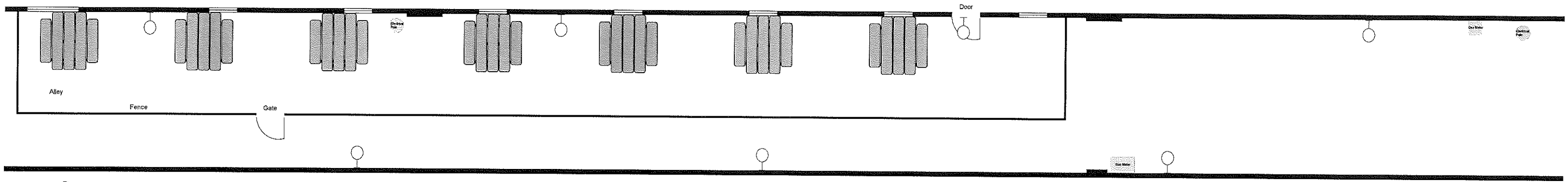
To whom it may concern :


We approve the use of the
Alley for outdoor seating for 2026.
at the Fable.

Jay & Petra Pottiger

A. David Pottiger
Faye Petersa Pottiger,

(owners)
of Fables -
shared alley +



 = Wall Mounted Street Light
 = Window
 Scale: 1/4" = 1'

Scale: 1/4" = 1'

Scale: 1/4" = 1'

Scale: 1/4" = 1'

Scale: 1/4" = 1'



**Engineering Department
CITY OF GOSHEN**

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

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

MEMORANDUM

TO: Board of Public Works & Safety

FROM: Goshen Engineering

RE: **CHANGE ORDER NO. 1
NORTH GOSHEN SERVICE LINE AND UTILITY UPGRADES PROJECT
(JN: 2024-0029)**

DATE: April 2, 2026

Prior to the replacement of a water service line into a customer's home, electrical work is often necessary to establish a proper ground for the building electrical system. This is because of the removal of galvanized piping, which serves as the electrical ground in many older houses. As this grounding work is being performed in advance of water service replacements, the Contractor is requesting payment to cover the electrical work separately; thus, the cost is being removed from the corresponding Service Line Replacement items and a new line item created. No cost or time is being added to the contract as a result of Change Order No. 1.

Suggested Motion: Move to approve Change Order No. 1 for the North Goshen Service Line and Utility Upgrades project, as a zero-dollar Change Order to allow the separate payment of electrical grounding work.

CHANGE ORDER FORM

Pg 1 of 3

Change Order No. 1
Date: 4/2/2026

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

OWNER: City of Goshen
PROJECT NAME: North Goshen Service Line and Utility Upgrades Project
PROJECT NUMBER: 2024-0029
CONTRACTOR: Niblock Excavating, Inc.

I. DESCRIPTION OF WORK INVOLVED

Change Order No. 1 separates out the electrical grounding work incidental to customer-side water service line replacements. The electrical work is necessary to establish a proper ground for the electrical system at each property prior to the removal of galvanized piping, which often served as the electrical ground for the home. As this grounding work is being performed in advance of water service replacement, the Contractor is requesting payment to cover the electrical work separately; thus, the cost is being removed from the corresponding Service Line Replacement items and a new line item created. No cost or time is being added to the contract as a result of Change Order No. 1

Note: A quantity of eight (8) Service Line Replacements (Customer Side Only) were billed on Pay Application No. 1 (dated February 2, 2026) at the original bid amount of \$6,675.00.

<u>Item</u>	<u>Description</u>	<u>Qty.</u>	<u>Units</u>	<u>Unit Cost</u>	<u>Cost</u>
10	Service Line Replacement (Utility & Customer Side)	-67	EA @	\$ 7,650.00	-\$512,550.00
10-1	Service Line Replacement (Utility & Customer Side)	67	EA @	\$ 7,200.00	\$482,400.00
12	Service Line Replacement (Customer Side Only)	-334	EA @	\$ 6,675.00	-\$2,229,450.00
12-1	Service Line Replacement (Customer Side Only)	334	EA @	\$ 6,225.00	\$2,079,150.00
CO1.1	Service Line Replacement (Electrical Grounding)	401	EA @	\$ 450.00	\$180,450.00
Subtotal=					\$0.00

CHANGE ORDER FORM

II. ADJUSTMENTS IN AMOUNT OF CONTRACT

1. Amount of original contract	\$9,826,940.00
2. Net (Addition/ Reduction) due to all Previous Contract Supplements Numbers 0 to <u>0</u>	\$0.00
3. Amount of Contract, not including this supplement	\$9,826,940.00
4. Addition/ Reduction to Contract due to this supplement	\$0.00
5. Amount of Contract, including this supplemental	\$9,826,940.00
6. Total (Addition/ Reduction) due to all Change Orders (Line 2 + Line 4)	\$0.00
7. Total percent of change in the original contract price Includes Change Order No. 1 to <u>1</u> (Line 6 divided by Line 1)	0.00%

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.

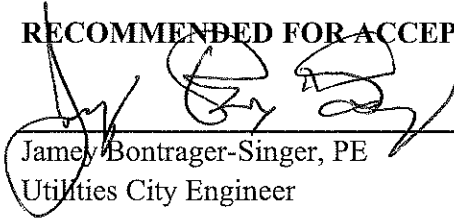
2. Any additional work to be performed under this Contract supplement will be carried out in compliance with the specifications included in the preceding Description of Work Involved, with the supplemental contract drawing designed as x-2554, and under the provisions of the original contract including 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



Jamey Bontrager-Singer, PE
Utilities City Engineer

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
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MEMORANDUM

TO: Board of Works and Safety and Stormwater Board

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

RE: **THE CROSSING SUBDIVISION, PHASE 2 AND 3 – DRAINAGE APPROVAL WITHDRAWAL (JN: 2018-2072)**

DATE: March 31, 2026

Background

On October 31, 2024, the Board of Works and Safety and the Stormwater Board approved the drainage plan for the Crossing Subdivision, Phases 2 and 3. That approval was based on the construction drawings and grading plans submitted by the developer's design consultant, Abonmarche Consulting.

Since approval, the subdivision infrastructure has been substantially completed, and the individual development lots have been conveyed to D.R. Horton for home construction.

Observed Site Conditions

During the winter months of 2025 and 2026, D.R. Horton imported a significant amount of fill material to the site without City approval. City staff was advised by D.R. Horton staff that approximately 600 to 700 truckloads of fill soil were placed on portions of the development, primarily along the north side of the subdivision.

The placement of this fill has substantially altered the approved design grades and may have changed the behavior and capacity of the subdivision's stormwater drainage system as originally approved. These changes were not reviewed through the City's engineering process and are not reflected in the approved drainage plan.

Staff has also been informed that D.R. Horton intends to continue importing fill material and adjusting grades on additional lots within the subdivision.

Engineering Concerns

Because the approved drainage plan was predicated on specific site elevations and grading assumptions, the unapproved placement of fill raises concerns regarding:

- Altered runoff patterns
- Potential ponding or drainage inefficiencies

- Impacts to downstream stormwater facilities
- Compliance with City stormwater standards
- Concerns regarding subgrade compaction necessary to support foundations and finish floors on slab

At this time, the City cannot confirm that the subdivision continues to function in accordance with the drainage plan approved on October 31, 2024.

Staff Recommendation and Requested Action

Due to the material deviation from the approved grading and drainage design, Goshen Engineering recommends that the Board of Works and Safety and the Stormwater Board formally withdraw the drainage plan approval previously granted on October 31, 2024, for the Crossing Subdivision, Phases 2 and 3.

Withdrawal of the drainage approval will:

- Temporarily suspend zoning clearances and building permits within Phase 2 and 3 of the development
- Prevent further development based on unapproved site
- Require submission of a revised grading and drainage plan for City review

Once a revised plan accurately reflecting existing and proposed site conditions is reviewed and approved by City staff, the plan will be returned to the Board of Works and Safety and Stormwater Board for reconsideration and approval.

Requested Motion: *To withdraw the drainage plan approval for the Crossing Subdivision, Phases 2 and 3, originally approved on October 31, 2024, pending submission and approval of a revised grading and drainage plan.*

City of Goshen
Board of Works & Safety

Gina Leichty, Mayor

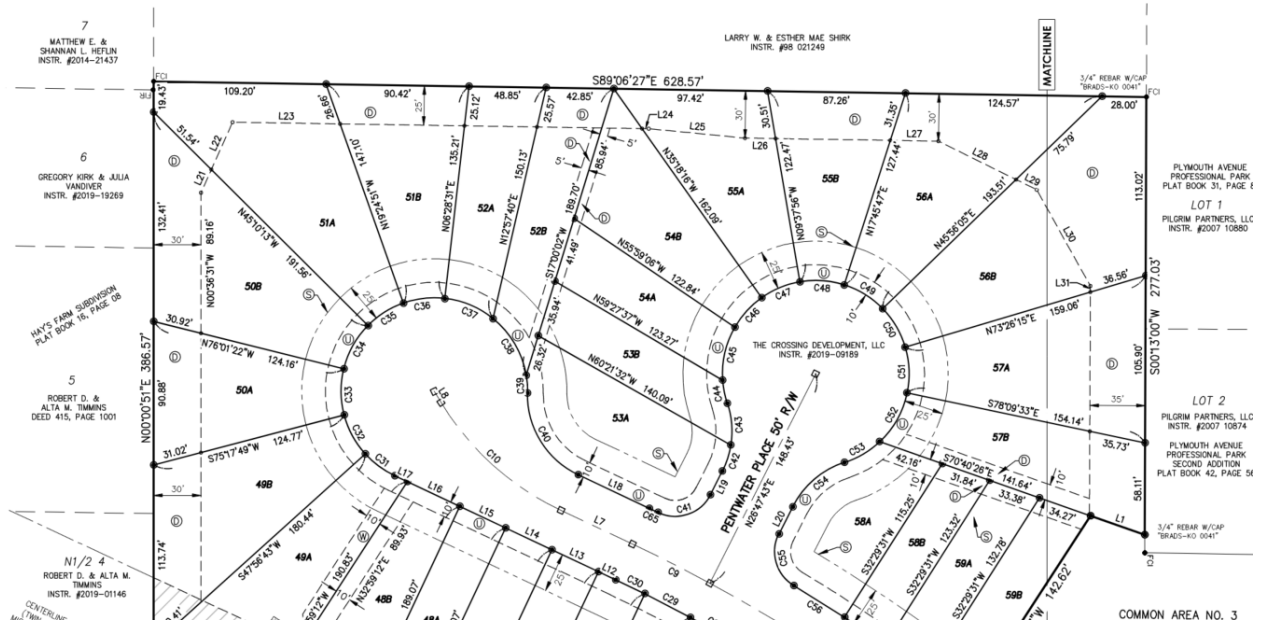
Mike Landis, Board Member

Mary Nichols, Board Member

Barb Swartley, Board Member

Orv Myers, Board Member

THE CROSSING THIRD
A PART OF THE SOUTHWEST QUARTER OF SECTION 17, TOWNSHIP 36 NORTH, RANGE 6 EAST,
CITY OF GOSHEN, ELKHART TOWNSHIP, ELKHART COUNTY, INDIANA.
(SEE PAGE 4 OF 4 FOR LEGAL DESCRIPTION)





2026.03.13 // Crossing Subdivision, Phase 2 & 3 – Looking southwest at Lots 55 A & B and 56 A & B



2026.03.13 // Crossing Subdivision, Phase 2 & 3 – Looking east along the north side of Lots 55 A & B



2026.03.13 // Crossing Subdivision, Phase 2 & 3 – Looking southeast at Lots 52 B and 54 B. Significant erosion was observed fanning out into the development lot



2026.03.13 // Crossing Subdivision, Phase 2 & 3 – Looking south at Lots 55 A & B





2026.03.18 // Crossing Subdivision, Phase 2 & 3 – Looking northeast at the north end of Lots 55 A & B.
The fill is encroaching into the drainage swale.



2026.03.18 // Crossing Subdivision, Phase 2 & 3 – Looking west at the north end of Lots 51 A & B and 52 A & B. The fill is encroaching into the drainage swale.



**Engineering Department
CITY OF GOSHEN**

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engineering@goshencity.com • www.goshenindiana.org

MEMORANDUM

TO: Goshen Board of Public Works & Safety

FROM: Goshen Engineering

RE: **NOTIFICATION OF NORFOLK SOUTHERN TRACK CLOSURES
(JN: GENERAL, RAILROAD, 2026)**

DATE: April 2, 2026

The Engineering Department received notice that Norfolk Southern is planning to close the following crossings, starting sometime between the middle to latter part of April, 2026. Each crossing is expected to be closed to traffic over three to four days. Engineering staff have been in communication with the railroad's safety contractor and Norfolk Southern to emphasize the need to avoid concurrent closures at E Lincoln Avenue and E Monroe Street and conversations to-date with Norfolk Southern staff are promising. Work will progress northwest to southeast.

Further details will be provided at the Board of Works meeting, if received by that time.

Railroad Crossing Closures Expected – Mainline Tracks
Peddlers Village Road
First Street
East Lincoln Avenue
East Monroe Street



Richard Aguirre, City Clerk-Treasurer
CITY OF GOSHEN

202 South Fifth Street, Suite 2 • Goshen, IN 46528-3714

Phone (574) 533-8625 • Fax (574) 533-9740

richardaguirre@goshencity.com • www.goshenindiana.org

TO: Board of Public Works & Safety
FROM: Clerk-Treasurer Richard R. Aguirre
RE: Letter of engagement for the services of Baker Tilly Adviser Don Rhoads, CPA
DATE: April 2, 2026

Attached to this memorandum is an Engagement letter agreement with Baker Tilly Advisory Group, LP to provide the City of Goshen with interim Deputy Clerk-Treasurer services. A Baker Tilly Adviser will serve in an advisory and support capacity through mid-July 2026 to assist the Clerk-Treasurer's Office in maintaining continuity in financial operations, regulatory compliance, and fiscal oversight. The cost of the engagement is outlined in the agreement.

Pursuant to this agreement, Baker Tilly will provide the services of Don Rhoads, CPA, an experienced financial professional who will serve in an interim Deputy Clerk-Treasurer capacity. Services will be delivered in coordination with City personnel, with day-to-day transactional responsibilities remaining primarily with the Clerk-Treasurer's Office.

Don Rhoads, who lives in Los Angeles, Calif., has a bachelor's degree in business administration and accounting from California State University, Fresno and a Master of Liberal Arts from Harvard University. He is a credentialed CPA, with more than 29 years of public sector experience, including serving as finance director for the City of Monterey and chief financial officer for the City of Beverly Hills. He has consulted on financial projects with Baker Tilly in Arroyo Grande, Garden Grove, Palo Alto, Manteca and Perris, California; Silicon Valley Clean Energy; Mercer Island and Newcastle, Washington; Brighton, Colorado; and Dallas, Texas.

This on-site and remote assistance is necessary because the Clerk-Treasurer's Office has been unable to hire a qualified and experienced replacement for Jeffery Weaver, who resigned in September for a finance position at Lacasa. Rhoads will provide a broad range of needed assistance, including financial management and oversight, budget and planning, operational support, compliance and internal controls, staff coordination and reporting.

Requested motion:

Authorize Clerk-Treasurer Richard R. Aguirre to sign the Engagement letter agreement with Baker Tilly Advisory Group, LP to provide the City of Goshen with interim Deputy Clerk-Treasurer services for a total not to exceed \$19,500, not counting reasonable and necessary travel expenses which will be billed separately with prior approval.

March 30, 2026

City of Goshen, Indiana
Mr. Richard R. Aguirre, Clerk-Treasurer
City of Goshen, Indiana
202 S 5th St., Suite 2
Goshen, IN 46528-3714

Delivered electronically

RE: Engagement Letter Agreement Related to Interim Deputy Clerk-Treasurer Services

This letter agreement (the “Engagement Letter” or “Agreement”) confirms our understanding of the basis upon which Baker Tilly Advisory Group, LP (“Baker Tilly”) is being engaged by the City of Goshen, Indiana (the “Client”) to provide interim Deputy Clerk-Treasurer services.

Baker Tilly will serve in an advisory and support capacity to assist the Clerk-Treasurer’s Office in maintaining continuity in financial operations, regulatory compliance, and fiscal oversight.

Scope, Objectives and Approach

Baker Tilly will provide an experienced financial professional to serve in an interim Deputy Clerk-Treasurer capacity. Services will be delivered in coordination with City personnel, with day-to-day transactional responsibilities remaining primarily with Client staff.

Scope of Services

Financial Management & Oversight

- Support maintenance of official financial records in compliance with State Board of Accounts requirements
- Support management of general ledger, bank reconciliations, and financial reporting
- Prepare and submit monthly financial information
- Support annual audit process (as applicable)
- Provide oversight of cash and investment management activities

Budgeting & Planning

- Assist with budget preparation, revenue forecasting, and appropriations
- Serve as liaison with City departments, the Mayor and stakeholders regarding budget matters

Operational Support

- Provide guidance related to accounts payable, accounts receivable, payroll, and claims processing
- Support timely and accurate disbursements and collections

Compliance & Internal Controls

- Support compliance with local, state, and federal regulations
- Recommend and implement internal controls and process improvements

Staff Coordination

- Provide oversight support to Clerk-Treasurer office staff
- Coordinate with auditors, consultants, and external stakeholders

Systems & Reporting

- Utilize financial systems (e.g., Incode, ADP) and advanced Excel tools
- Maintain and improve reporting processes and documentation

Staffing

Baker Tilly proposes Don Rhoads to serve as the interim professional. Mr. Rhoads will work in a hybrid capacity (on-site and remote), collaborating closely with the Clerk-Treasurer and City leadership.

Timing and Fees

The engagement is anticipated to:

- Begin: **April 13, 2026**
- End: **July 12, 2026** (three-month term), unless extended by mutual agreement

Service Delivery

- Initial on-site presence: approximately 3–4 days
- Ongoing support: combination of remote work and periodic on-site visits
- Estimated effort: 15–20 hours per week, with flexibility based on Client needs

Compensation and Invoicing

Client will receive a monthly statement showing fees for the prior month. The account balance is due and payable on receipt of the statement.

- Monthly fees:
 - May 1, 2026 (for period April 13th to April 30th) **\$3,250**
 - June 1, 2026 (for May 2026) **\$6,500**
 - July 1, 2026 (for June 2026) **\$6,500**
 - August 1, 2026 (for period July 1st to July 12th) **\$3,250**
- Total not-to-exceed: **\$19,500**

Reasonable and necessary travel expenses will be billed separately with prior approval.

Management's Responsibilities

It is understood that Baker Tilly will serve in an advisory capacity. The Client is responsible for:

- Management decisions and functions
- Designating qualified personnel to oversee services
- Evaluating adequacy and results of services
- Establishing and maintaining internal controls

Nonattest Services

As part of this engagement, we will perform certain nonattest services. For purposes of the Engagement Letter and this Scope Appendix, nonattest services include services that the *Government Auditing Standards* refers to as nonaudit services.

We will not perform any management functions or make management decisions on your behalf with respect to any nonattest services we provide.

In connection with our performance of any nonattest services, Client agrees to:

- > Continue to make all management decisions and perform all management functions, including approving all journal entries and general ledger classifications when they are submitted to you.
- > Designate an employee with suitable skill, knowledge, and/or experience, preferably within senior management, to oversee the services we perform.
- > Evaluate the adequacy and results of the nonattest services we perform.
- > Accept responsibility for the results of our nonattest services.
- > Establish and maintain internal controls, including monitoring ongoing activities related to the nonattest function.

Limitations of Services

This engagement:

**SCOPE APPENDIX TO
Engagement Letter dated April 11, 2025
Between City of Goshen, Indiana, and
Baker Tilly Advisory Group, LP**

- Does **not include audit or attest services**
- Does not include expression of an opinion on financial statements
- Is based on information provided by Client personnel

Term and Termination

This Scope Appendix will terminate according to the terms of the Engagement Letter. If this Scope Appendix is acceptable, please sign below and return one copy to us for our files. We look forward to working with you on this important project.

Assumptions

- Client will provide access to systems, records, and personnel
- Work will occur during standard business hours unless otherwise agreed
- Services will be delivered in a hybrid (remote/on-site) model

Acceptance

If this Engagement Letter is acceptable, please sign below and return one copy to us.

BAKER TILLY ADVISORY GROUP, LP



Daniel A. Hedden, Principal

Signature Section:

The services and terms as set forth in this Scope Appendix are agreed to on behalf of the City of Goshen, Indiana by:

Name: _____

Title: _____

Date: _____



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

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

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

April 2, 2026

To: Board of Public Works and Safety

From: Don Shuler, Assistant City Attorney

Subject: Rehabilitation Agreement – 1705 West Plains Drive, Goshen, Indiana

The Board, as the City's Unsafe Building Hearing Authority, held a compliance hearing on March 26, 2026 concerning the property at 1705 West Plains Drive, owned by Cecil Bontreger ("Owner"). At the conclusion of the hearing, the Board affirmed the Building Commissioner's Orders, assessed civil penalties, and directed a revised rehabilitation agreement with the Owner as an alternative to seeking receivership.

The revised Rehabilitation Agreement is attached, containing the following principal terms:

1. Phased rehabilitation schedule requiring Owner to complete all necessary repairs to bring sixteen (16) vacant units into habitable condition per Goshen City Code, in four successive 90-day phases
 - Phase 1 – Units 7-102, 7-202, 7-301, 7-302 – June 25, 2026
 - Phase 2 – Units 5-201, 5-202, 5-301, 5-302 – September 23, 2026
 - Phase 3 – Units 9-201, 9-202, 9-301, 9-302 – December 22, 2026
 - Phase 4 – Units 5-101, 5-102, 9-101, 9-102 – March 22, 2027
2. A concurrent obligation requiring Owner to actively pursue restoration of utility service with NIPSCO
3. Owner satisfies each Phase deadline through either a Certificate of Occupancy or a Substantial Completion Certificate (documents that all non-utility dependent work is completed).
4. Upon issuance of Certificate of Occupancy, Owner must make good faith effort to rent the unit(s) at market rate
5. Agreed penalty provisions of \$100 per unit per day for failure to meet Phase deadlines, with City right to seek receivership without objection

Recommendation:

It is recommended the Board approve the Rehabilitation Agreement as presented.

**CITY OF GOSHEN BOARD OF PUBLIC WORKS AND SAFETY
UNSAFE BUILDING HEARING AUTHORITY
AGREEMENT**

This Agreement is entered into and made effective March 27, 2026, by and between the City of Goshen, Indiana, by and through its Goshen Board of Public Works and Safety, the City's Unsafe Building Hearing Authority under I.C. § 36-7-9-1 et seq. (the "City"), and Cecil J. Bontreger ("Owner").

Recitals:

Whereas, the City of Goshen is a municipal corporation and political subdivision of the State of Indiana, and its Board of Public Works and Safety is authorized as the City's Hearing Authority under the Indiana Unsafe Building Law and the Neighborhood Preservation Ordinance to enforce building codes and address unsafe buildings within the City of Goshen;

Whereas, Owner is the owner of record of the real property generally located at 1705 West Plains, Goshen, Indiana, which contains multiple residential units, more particularly described in Exhibit A attached hereto and incorporated herein (hereinafter the "Property");

Whereas, the Property is situated on one parcel and contains a multi-unit residential apartment building with three (3) separate entrances identified as 1705, 1707, and 1709 West Plains, respectively, containing eighteen (18) units, sixteen (16) of which are subject to rehabilitation under this Agreement, as further described herein;

Whereas, the City Building Department has conducted inspections of the Property and identified conditions in multiple units that do not meet the minimum housing standards required for lawful occupancy under the Goshen Neighborhood Preservation Ordinance;

Whereas, gas and electric utility service to many units at the Property has been interrupted and utility meters removed, and restoration of such service is a necessary prerequisite to the full rehabilitation and occupancy of the residential units;

Whereas, Goshen City Code provides in relevant part that violations of Title 6, Article 3, Chapter 1 (Neighborhood Preservation Ordinance) are subject to fines of up to Five Hundred Dollars (\$500.00) per day, with each day constituting a separate offense;

Whereas, Owner desires to rehabilitate the Property in compliance with applicable codes and ordinances, and to cooperate with City in a phased rehabilitation program as an alternative to immediate legal enforcement and receivership;

Whereas, City desires to resolve these code enforcement and unsafe building matters in a manner that promotes rehabilitation of the Property while ensuring compliance with minimum housing standards and the protection of public health and safety;

Whereas, the parties desire to establish a cooperating framework for the phased rehabilitation of the Property, with Owner agreeing to defined obligations and enforcement consequences in consideration of the City agreeing to forego immediate legal action;

Now, Therefore, in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Description of Property and Units.

1.1. The Property subject to this Agreement is located at 1705 West Plains, Goshen, Indiana, and is situated on a single parcel of real estate, the legal description of which is set forth in Exhibit A attached hereto. The Property contains a multi-unit residential apartment building with three separate building entrances, each addressed and identified as follows:

1.1.1. Building 1705 – the building entrance addressed as 1705 West Plains, containing six (6) units identified as Units 5-101, 5-102, 5-201, 5-202, 5-301, and 5-302.

1.1.2. Building 1707 – the building entrance addressed as 1707 West Plains, containing six (6) units identified as Units 7-101, 7-102, 7-201, 7-202, 7-301, and 7-302.

1.1.3. Building 1709 – the building entrance addressed as 1709 West Plains, containing six (6) units identified as Units 9-101, 9-102, 9-201, 9-202, 9-301, and 9-302.

1.2. Of the eighteen (18) units at the Property, sixteen (16) units are subject to rehabilitation under this Agreement. Two (2) units are excluded from the rehabilitation obligation of this Agreement, as follows:

1.2.1. Unit 7-101 is designated a building storage unit and is not a residential rental unit. Unit 7-101 is excluded from residential rehabilitation requirements and is instead subject to the specific provisions of Section 5 of this Agreement.

1.2.2. Unit 7-201 is currently occupied by a tenant and is excluded from the rehabilitation obligations of this Agreement. The exclusion of Unit 7-201 does not waive any right of the City to require that said unit be brought into code compliance should it be later found to be in violation of applicable Code provisions at any time subsequent to execution of this Agreement.

2. Acknowledgement of Conditions.

- 2.1. Owner acknowledges that the residential units at the Property have been inspected by the City Building Department and found to contain conditions that do not meet the minimum housing standards for lawful occupancy under Title 6, Article 3, Chapter 1 of the Goshen City Code (Neighborhood Preservation Ordinance). Owner agrees that repairs and rehabilitation are necessary to bring the units into compliance with applicable code.
- 2.2. Owner acknowledges that gas and electric utility service to the Property has been discontinued and that utility meters have been removed. Owner further acknowledges that restoration of utility service is required before any unit may be lawfully occupied, and that Owner's obligation to pursue utility restoration runs concurrently with, and independently of, the phased rehabilitation obligations established in Section 4 of this Agreement.
- 2.3. Owner acknowledges that the City has the authority to pursue enforcement of the applicable code violations through legal action, including but not limited to receivership under the Indiana Unsafe Building Law, I.C. § 36-7-9-1 et seq., and that Owner is entering into this Agreement voluntarily and as an alternative to such enforcement action. Owner further acknowledges the City's authority to pursue enforcement is not limited to receivership under the Indiana Unsafe Building Law, and that City retains the full authority to pursue fines and penalties for ongoing violations of the Neighborhood Preservation Ordinance, Goshen City Title 6, Article 3, Chapter 1, including fines of up to Five Hundred Dollars (\$500.00) per day per violation, independently of and in addition to any receivership action. Owner's entry into this Agreement does not waive, limit, or otherwise effect the City's right to pursue any such fines or penalties for violations that continue or arise during the term of this Agreement, and the City's agreement to forego immediate legal action is conditioned solely upon Owner's continued compliance with the obligations set forth herein.

3. Utility Service Restoration.

- 3.1. Owner's obligation to pursue restoration of gas and electric utility service to the Property is a concurrent, independent obligation under this Agreement and does not extend, modify, or serve as a prerequisite to any phase deadline established in Section 4. Owner shall diligently pursue utility restoration throughout the term of this Agreement.
- 3.2. Owner will, within ten (10) days of the effective date of this Agreement, contact NIPSCO to request restoration of gas and electric service, including reinstallation of utility meters, to the Property. Owner acknowledges that such request may be made by telephone to NIPSCO.
- 3.3. Within five (5) business days of making the NIPSCO service restoration request, Owner will submit to the City Building Commissioner a written certification, signed by Owner,

attesting to: the date on which the request was made; the name of the NIPSCO representative with whom Owner spoke; any service request, work order, or confirmation number provided by NIPSCO; and any conditions, requirements, or next steps communicated by NIPSCO in connection with the request.

- 3.4. Owner will provide the City Building Commissioner with copies of any written correspondence (including emails or text messages), work orders, service confirmations, or other written communication received from NIPSCO regarding utility restoration, within five (5) business days of receipt of any such communication.
- 3.5. Owner will coordinate with the City Building Department to schedule all inspections required by NIPSCO or by applicable code as a condition of meter reinstallation, including but not limited to interior piping inspections and pressure testing of service lines. Owner acknowledges that such inspections will be conducted by the City Building Department. All costs associated with such inspections, testing, and meter reinstallation will be paid by Owner.
- 3.6. The City reserves the right to independently contact NIPSCO to verify the status of Owner's service restoration request and to confirm the restoration of utility service to the Property. Owner consents to City making such inquiry of NIPSCO for verification purposes.
- 3.7. Owner will apply for all required City permits for Gas Service and Electric Service for all sixteen (16) rehabilitation units within thirty (30) days of the effective date of this Agreement.
- 3.8. As a condition of demonstrating ongoing compliance with the concurrent utility restoration obligation, Owner shall provide the City Building Commissioner with written documentation of progress on utility restoration within each Phase period. Such documentation shall include, at minimum: written correspondence with NIPSCO, copies of permit applications submitted, records of inspections scheduled or completed, and copies of any contractor agreements for required internal utility work. Failure to provide such documentation within any Phase period shall constitute a default under Section 7.1.2.
- 3.9. In the event that NIPSCO imposes conditions, requirements, or prerequisites for service restoration beyond those contemplated herein, or if utility restoration is delayed for reasons not attributable to Owner's own failure to act, Owner will promptly notify the City Building Commissioner in writing. Such a NIPSCO-caused delay shall not extend any Phase deadline for completion of physical rehabilitation work, but may be considered in connection with an extension request under Section 8 solely with respect to the utility-dependent elements of any Certificate of Occupancy.

4. Phased Rehabilitation Schedule.

4.1. The sixteen (16) residential units of the Property subject to this Agreement shall be rehabilitated in four (4) phases, as set forth below. All rehabilitation work shall bring each unit into compliance with the minimum housing standards for lawful occupancy under Title 6, Article 3, Chapter 1 of the Goshen City Code. The four phases run in successive, non-overlapping ninety (90)-day terms commencing on March 27, 2026, and each phase deadline is fixed regardless of the status of utility restoration.

4.2. Completion Standards. For purposes of this Agreement, the following two standards of completion apply:

4.2.1. Certificate of Occupancy (“CO”). A CO is issued by the City Building Department upon final inspection confirming that a unit meets all minimum housing standards, including restoration of utility service, and is fit for lawful occupancy. Issuance of a CO is the preferred standard of completion for each unit and triggers Owner’s good faith rental obligation under Section 6.8.

4.2.2. Substantial Completion Certificate (“SCC”). An SCC is issued by the City Building Commissioner upon inspection confirming that all physical rehabilitation work required for a unit is complete – including all structural, plumbing, mechanical, flooring, window, and other non-utility-dependent work – and that the unit would be eligible for a CO but for the absence of restored utility service. An SCC does not authorize occupancy but constitutes compliance with the Phase deadline for the unit. The Building Commissioner will inspect and issue either an SCC or a written deficiency notice within ten (10) days of an inspection to determine compliance with a respective Phase deadline. Upon restoration of utility service, Owner shall promptly complete all remaining utility-dependent work and obtain a CO.

4.3. Phase 1 – Units 7-102, 7-202, 7-301, and 7-302 (Building 1707). Deadline: June 25, 2026.

4.3.1. Owner shall complete rehabilitation of Units 7-102, 7-202, 7-301, and 7-302, all located in Building 1707, by June 25, 2026. Compliance shall be evidenced by a CO or SCC issued by the City Building Department for each unit by that date.

4.3.2. Owner shall request Phase 1 SCC inspections for any unit for which a CO cannot be obtained, no later than June 18, 2026.

4.4. Phase 2 – Units 5-201, 5-202, 5-301, and 5-302 (Building 1705). Deadline: September 23, 2026.

4.4.1. Owner shall complete rehabilitation of Units 5-201, 5-202, 5-301, and 5-302, all located in Building 1705, by September 23, 2026. Compliance shall be evidenced by a CO or SCC issued by the City Building Department for each unit by that date.

- 4.4.2. Owner shall request Phase 2 SCC inspections for any unit for which a CO cannot be obtained, no later than September 16, 2026.
 - 4.5. Phase 3 – Units 9-201, 9-202, 9-301, and 9-302 (Building 1709). Deadline: December 22, 2026.
 - 4.5.1. Owner shall complete rehabilitation of Units 9-201, 9-202, 9-301, and 9-302, all located in Building 1709, by December 22, 2026. Compliance shall be evidenced by a CO or SCC issued by the City Building Department for each unit by that date.
 - 4.5.2. Owner shall request Phase 3 SCC inspections for any unit for which a CO cannot be obtained, no later than December 15, 2026.
 - 4.6. Phase 4 – Units 5-101, 5-102, 9-101, and 9-102 (Buildings 1705 and 1709). Deadline: March 22, 2027.
 - 4.6.1. Owner shall complete rehabilitation of Units 5-101 and 5-102 in Building 1705, and Units 9-101 and 9-102 in Building 1709, by March 22, 2027. Compliance shall be evidenced by a CO or SCC issued by the City Building Department for each unit by that date.
 - 4.6.2. Owner shall request Phase 4 SCC inspections for any unit for which a CO cannot be obtained, no later than March 15, 2027.
 - 4.7. Phase Deadline Summary.
 - 4.7.1. Phase 1 Deadline: June 25, 2026 (SCC Request Deadline: June 18, 2026)
 - 4.7.2. Phase 2 Deadline: September 23, 2026 (SCC Request Deadline: September 16, 2026)
 - 4.7.3. Phase 3 Deadline: December 22, 2026 (SCC Request Deadline: December 15, 2026)
 - 4.7.4. Phase 4 Deadline: March 22, 2027 (SCC Request Deadline: March 15, 2027)
 5. Unit 7-101: Designated Building Storage Unit.
 - 5.1. The parties acknowledge that Unit 7-101 in Building 1707 is not currently a residential rental unit and will not be required to meet residential occupancy standards under this Agreement. Unit 7-101 may be used by Owner exclusively for the storage of supplies, equipment, and materials directly related to the repair, rehabilitation, and maintenance of the Property at 1705 West Plains, Goshen, Indiana.
 - 5.2. Unit 7-101 will not be used for the storage of supplies, equipment, inventory, or materials used in connection with any other real property owned, managed, or operated by Owner

or any related party or affiliated entity. Owner acknowledges that any such use would constitute a violation of the City of Goshen Zoning Ordinance, as amended. The permitted storage use of Unit 7-101 is limited solely to the needs of this Property.

- 5.3. Owner will maintain Unit 7-101 in a clean, safe, and organized condition throughout the term of this Agreement, and will keep Unit 7-101 secured against unauthorized entry at all times.
- 5.4. Unit 7-101 will not be rented, leased, or occupied for residential purposes at any time during the term of this Agreement.

6. Owner's General Obligations.

- 6.1. Owner shall obtain all required permits for rehabilitation work prior to commencement of such work, and will schedule and pass all required inspections with the City Building Department as work progresses. Owner is solely responsible for contacting the City Building Department to schedule all required inspections.
- 6.2. Owner shall provide written progress reports to the City Building Commissioner every thirty (30) days throughout the term of this Agreement. Each progress report shall include: a description of the work completed during the prior thirty (30) days; the current status of work in progress; anticipated work for the upcoming thirty (30) days; the current status of utility restoration efforts including documentation of NIPSCO communications; any delays encountered or anticipated; and any extension request or issues requiring the parties' attention.
- 6.3. No unit shall be occupied, leased, or rented until that unit has received a Certificate of Occupancy from the City Building Department confirming compliance with the Neighborhood Preservation Ordinance. A Substantial Completion Certificate does not authorize occupancy. Upon issuance of a Certificate of Occupancy, the unit may be lawfully occupied.
- 6.4. Owner shall maintain the Property in a secure condition throughout the term of this Agreement, preventing unauthorized entry, vandalism, and further deterioration of all units, whether or not rehabilitation of those units is currently underway.
- 6.5. Owner shall ensure that the Property remains properly registered as required under Goshen City Code throughout the term of this Agreement, and shall keep all property taxes and municipal assessments current and not allow any delinquency to accrue.
- 6.6. Owner will provide the City Building Commissioner and all authorized City representatives with reasonable access to the Property and all units for inspection purposes, upon reasonable advance notice.

- 6.7. All costs associated with rehabilitation, permits, inspections, utility restoration, pressure testing, and all other requirements of this Agreement are the sole financial responsibility of Owner.
- 6.8. Good Faith Rental Obligation. Upon the City's issuance of a Certificate of Occupancy for any unit at the Property, Owner shall make a good faith effort to rent that unit. For purposes of this Agreement, "good faith effort" shall be construed to require, at minimum, that Owner actively offer the unit for rent at a rental rate consistent with prevailing market rate for comparable residential units in the City of Goshen. Failure to comply with this obligation shall constitute a default under Section 7.1.14.

7. Default, Agreed Penalties, and City Remedies.

7.1. The following will each constitute an event of default by Owner under this Agreement:

- 7.1.1. Failure to submit the NIPSCO utility restoration request and to provide the required written certification to the City Building Commissioner as required by Sections 3.2 and 3.3;
- 7.1.2. Failure to apply for required City permits for Gas Service and Electrical Service as required by Section 3.7;
- 7.1.3. Failure to complete the rehabilitation of all Phase 1 units and to obtain a CO or SCC for each such unit by June 25, 2026, or within any extended deadline duly established pursuant to Section 8;
- 7.1.4. Failure to complete the rehabilitation of all Phase 2 units and to obtain a CO or SCC for each such unit by September 23, 2026, or within any extended deadline duly established pursuant to Section 8;
- 7.1.5. Failure to complete the rehabilitation of all Phase 3 units and to obtain a CO or SCC for each such unit by December 22, 2026, or within any extended deadline duly established pursuant to Section 8;
- 7.1.6. Failure to complete the rehabilitation of all Phase 4 units and to obtain a CO or SCC for each such unit by March 22, 2027, or within any extended deadline duly established pursuant to Section 8;
- 7.1.7. Failure to provide utility restoration progress documentation within any Phase period as required by Section 3.8;
- 7.1.8. Use of Unit 7-101 in violation of the limitations set forth in Section 5 of this Agreement;
- 7.1.9. Failure to obtain required permits or to schedule required inspections;

- 7.1.10. Failure to maintain the Property in a secure condition as required by Section 6.4;
 - 7.1.11. Allowing any unit to be occupied prior to receiving a Certificate of Occupancy from the City Building Department;
 - 7.1.12. Failure to provide required monthly progress reports as required;
 - 7.1.13. Denial of access to the Property or any unit for purposes of required inspections;
 - 7.1.14. Failure to make a good faith effort to rent any unit for which a Certificate of Occupancy has been issued, as required by Section 6.8;
 - 7.1.15. Allowing property taxes or other municipal assessments against the Property to become delinquent;
 - 7.1.16. Filing for, or becoming subject to, any bankruptcy or insolvency proceeding; and
 - 7.1.17. Any other material breach of this Agreement.
- 7.2. The parties acknowledge that violations of the Goshen City Code are subject to fines of up to Five Hundred Dollars (\$500.00) per day, with each day constituting a separate offense, enforceable by the City through court action. The parties further acknowledge that each unit not brought into compliance with the Neighborhood Preservation Ordinance by the applicable deadline may constitute a separate, continuing violation of the City Code.
- 7.3. Agreed Penalties for Missed Phase Deadlines. In consideration of Owner's voluntary participation in this Agreement and as an agreed alternative to the City immediately filing suit to enforce applicable code violations at the standard rate, the following agreed penalties shall apply for failure to meet Phase rehabilitation deadlines:
- 7.3.1. For each day that any unit within a Phase does not have a CO or SCC issued by the applicable Phase deadline (or extended deadline), Owner will owe to the City an agreed penalty of One Hundred Dollars (\$100.00) per unit per day, accruing daily from the date of the missed deadline until the date that unit receives a CO or SCC, or until this Agreement is terminated under Section 7.5, whichever occurs first.
 - 7.3.2. The agreed penalty rate of \$100.00 per unit per day reflects a negotiated reduction from the City's available remedies under the Goshen City Code, and is agreed to solely in consideration of Owner's participation in this voluntary compliance Agreement. Nothing in this Section limits the City's right, upon termination of this Agreement, to pursue all available remedies at the full rate permitted by law.
 - 7.3.3. Agreed penalties under this Section shall be assessed by the City Building Department and presented to the City Board of Public Works and Safety for imposition. Owner shall receive written notice of proposed penalties and shall have

the opportunity to be heard before the Board of Public Works and Safety prior to formal imposition.

7.3.4. The accrual of agreed penalties under this Section shall be tolled during any period in which a timeline extension has been approved in writing pursuant to Section 8.

7.4. Notice and Cure Periods. The cure period available to Owner following a default notice shall depend upon the nature of the default, as follows:

7.4.1. Missed Phase Deadline Defaults (Sections 7.1.3 through 7.1.6). No cure period applies. A missed Phase deadline is itself the expiration of Owner's opportunity to perform. Upon the occurrence of any default under Sections 7.1.3 through 7.1.6, the City may immediately exercise any remedy available under Section 7.5, including filing for receivership, without prior written notice to Owner and without any cure period. Owner specifically acknowledges that the ninety (90)-day Phase period constitutes Owner's opportunity to perform and that no additional time will be afforded following a missed Phase deadline.

7.4.2. Procedural and Administrative Defaults (Sections 7.1.1, 7.1.2, 7.1.7, 7.1.9, 7.1.12, 7.1.13, 7.1.14, 7.1.15, and 7.1.17). The City shall provide Owner with written notice of the default. Owner shall have ten (10) days from the date of such written notice to cure the default. If the default remains uncured at the end of the ten (10)-day period, the City may exercise any remedy available under Section 7.5.

7.4.3. Safety and Security Defaults (Sections 7.1.10 and 7.1.11). No cure period applies. In cases involving failure to maintain the Property in a secure condition or unauthorized occupancy of any unit, the City may act immediately upon discovery of the default, without prior notice to Owner.

7.5. In the event any default under Section 7.1 is not cured within the applicable cure period (or immediately, in the case of defaults for which no cure period applies), the City may, at its sole option, take any or all of the following actions:

7.5.1. Terminate this Agreement;

7.5.2. Pursue court action to enforce applicable City Code violations at the full rate permitted by law, including fines of up to Five Hundred Dollars (\$500.00) per day per violation;

7.5.3. Pursue any and all enforcement remedies available under the Indiana Unsafe Building Law, I.C. § 36-7-9-1 et seq., including the filing of a Complaint for Receivership for the Property in a court of competent jurisdiction in Elkhart County, Indiana; and

7.5.4. Pursue any other legal or equitable remedy available under applicable law, including recovery of attorneys' fees, court costs, and all other expenses incurred in connection with enforcement of this Agreement.

7.6. Receivership Waiver. Owner specifically acknowledges and agrees as follows:

7.6.1. Owner is aware that the Indiana Unsafe Building Law, I.C. § 36-7-9-1 et seq., authorizes the City to seek the appointment of a receiver for unsafe or substandard properties, and that such receivership would authorize a court-appointed receiver to take possession of and manage the Property, to complete required repairs and rehabilitation, and to recover the costs thereof from the Property and its revenues.

7.6.2. Owner acknowledges that the City possesses the legal authority to file a Complaint for Receivership with respect to the Property based upon the conditions that have been identified at the Property, and that Owner is entering into this Agreement in part as an alternative to the City exercising that authority at this time.

7.6.3. Upon the occurrence of any default under this Agreement for which no cure period applies, or upon the expiration of any applicable cure period without Owner having cured the default, Owner hereby irrevocably waives any objection to the City's right to seek the appointment of a receiver for the Property under the Indiana Unsafe Building Law. Such waiver includes, without limitation, any objection based upon the sufficiency of the conditions at the Property, the adequacy of prior notice or opportunity to cure, or any procedural defense to the City's receivership action that Owner could otherwise assert.

7.6.4. Owner agrees that, in any receivership proceeding filed by the City following an uncured default under this Agreement, Owner shall not contest or oppose the City's request for appointment of a receiver, shall not seek a stay or continuance of any such proceeding on grounds related to Owner's desire to continue rehabilitation under this Agreement, and shall not take any action designed to delay or impede the appointment of a receiver.

7.6.5. Owner acknowledges that this waiver is a material and bargained-for term of this Agreement; that the City would not have entered into this Agreement without Owner's agreement to this waiver; that Owner has had the opportunity to consult with legal counsel of Owner's choosing regarding the nature and effect of this waiver; and that Owner executes this waiver knowingly and voluntarily.

8. Timeline Extensions and Force Majeure.

8.1. Owner may request an extension of any Phase deadline established under this Agreement upon a showing of good cause for the delay. Qualifying grounds for an extension include, without limitation: acts of God or force majeure events; material or labor supply disruptions beyond Owner's reasonable control; delays attributable to the actions or requirements of NIPSCO or other utility providers solely with respect to utility-

dependent elements of a CO where physical rehabilitation is otherwise complete; or other circumstances outside Owner's reasonable control and not caused by Owner's own failure to act. An extension may not be sought on the basis of the absence of utility service if Owner has not diligently pursued restoration in accordance with Section 3.

8.2. To request an extension, Owner must:

8.2.1. Submit a written extension request to the City Building Commissioner at least fifteen (15) days before the applicable Phase deadline, or as soon as practicable upon learning of a circumstance that will prevent timely completion;

8.2.2. Provide written documentation supporting the basis for the extension, including the nature of the delay, its cause, and the anticipated duration;

8.2.3. Demonstrate through documentation that Owner has made and continues to make good-faith efforts to meet the existing deadline and to mitigate the impact of any delay; and

8.2.4. Propose a specific revised completion date.

8.3. Extensions are subject to the written approval of the City Building Commissioner. Approval shall not be unreasonably withheld where the delay is documented, legitimate, and not attributable to Owner's own failure to perform. Any approved extension shall be memorialized in a written amendment signed by both parties, and the accrual of agreed penalties under Section 7.3 will be tolled for the duration of any approved extension period.

9. Completion of Obligations.

9.1. Upon Owner's completion of all required rehabilitation work for all four (4) phases and receipt of a Certificate of Occupancy for each unit subject to this Agreement, the City shall confirm Owner's compliance in writing and shall take no further enforcement action against Owner with respect to the conditions existing at the time of this Agreement's execution, provided that Owner continues to maintain the Property in compliance with applicable Goshen City Code.

9.2. The completion of individual units will not release Owner from obligations with respect to remaining units or future phases. Completion is assessed on a unit-by-unit basis for purposes of occupancy authorization and good faith rental obligations, and on a phase-by-phase basis for purposes of deadline compliance under this Agreement.

9.3. For units for which a Substantial Completion Certificate has been issued but a Certificate of Occupancy has not yet been obtained, Owner's obligations under this Agreement remain in effect. Upon restoration of gas and electric utility service to the Property, Owner shall diligently complete all remaining utility-dependent work and obtain a

Certificate of Occupancy for all such units within the following deadlines, measured from the Utility Restoration Date:

- 9.3.1. If the Utility Restoration Date occurs on or before June 25, 2026 (the Phase 1 deadline), Owner shall obtain Certificate of Occupancy for all units holding an SCC within ninety (90) days of the Utility Restoration Date, provided that in no event the deadline for any unit extend beyond March 22, 2027.
- 9.3.2. If the Utility Restoration Date occurs after June 25, 2026 but on or before September 23, 2026 (the Phase 2 deadline), Owner shall obtain a Certificate of Occupancy for all units holding an SCC within ninety (90) days of the Utility Restoration Date, provided that in no event shall the deadline for any unit extend beyond March 22, 2027.
- 9.3.3. If the Utility Restoration Date occurs after September 23, 2026 but on or before December 22, 2026 (the Phase 3 deadline), Owner shall obtain a Certificate of Occupancy for all units holding an SCC within ninety (90) days of the Utility Restoration Date, provided that in no event shall the deadline for any unit extend beyond March 22, 2027.
- 9.3.4. If the Utility Restoration Date occurs after December 22, 2026, Owner shall be entitled to a minimum of ninety (90) days from the Utility Restoration Date to complete all utility-dependent work and obtain a Certificate of Occupancy for all units holding an SCC, regardless of when within or after the Agreement term the Utility Restoration Date falls. The parties acknowledge that a Utility Restoration Date occurring less than ninety (90) days before March 22, 2027 makes full compliance by that date not practically possible, and that enforcement of a hard March 22, 2027 deadline under those circumstances would inequitable. Accordingly, the following applies:
 - 9.3.4.1. Owner shall obtain a Certificate of Occupancy for all units holding an SCC within ninety (90) days of the Utility Restoration Date (the “Extended CO Deadline”). No agreed penalties under Section 7.3 will accrue during the Extended CO Deadline period, as the parties have agreed that this period represents the minimum time reasonably necessary to complete utility-dependent rehabilitation work following utility restoration.
 - 9.3.4.2. If Owner fails to obtain a Certificate of Occupancy for all units holding an SCC by the Extended CO Deadline, Owner shall be in default under Section 7.1.17 with no cure period, and agreed penalties under Section 7.3 shall begin accruing from the Extended CO Deadline at the rate of One Hundred Dollars (\$100.00) per unit per day for each unit for which a Certificate of Occupancy has not been obtained. The City may immediately exercise any remedy available under Section 7.5, including filing for receivership, without any additional notice to Owner.
 - 9.3.4.3. The ninety-day window established by this Section applies solely to genuinely utility-dependent work – including testing, inspection, assessment,

and replacement of furnaces, water heaters, water lines, gas lines, electrical systems, and related mechanical systems. Any physical rehabilitation work that is not utility dependent and that was not completed during the applicable Phase period does not qualify for the extended window and shall constitute a default under Section 7.1.17 regardless of utility restoration status.

9.3.5. Notwithstanding any other provision of this Section, if utility restoration has not occurred by March 22, 2027, the City may, in its discretion, continue to allow Owner to pursue utility restoration and CO issuance under the framework of Section 9.3.4, or may exercise any remedy available under Section 7.5, including filing for receivership. The City's election to allow continued pursuit of utility restoration under shall not constitute a waiver of any default or of any available remedy. Agreed penalties under Section 7.3 shall accrue from March 22, 2027 for any unit holding an SCC for which a Certificate of Occupancy has not been obtained, and shall continue to accrue until either a Certificate of Occupancy is issued or this Agreement is terminated.

9.3.6. Owner's failure to obtain a Certificate of Occupancy for any unit holding an SCC within the applicable deadline established by this Section shall constitute a default under Section 7.1.17 and shall trigger the City's right to pursue all available remedies under Section 7.5, including filing for receivership, without any additional cure period.

10. General Provisions.

10.1. This Agreement constitutes the entire understanding between the parties with respect to the subject matter hereof and supersedes all prior discussions, negotiations, representations, and agreements of the parties, whether oral or written.

10.2. Any amendment to this Agreement must be in writing and signed by authorized representatives of both parties. Any extension of a Phase deadline pursuant to Section 8 shall be subject to approval by the City Board of Public Works and Safety as the Hearing Authority.

10.3. If any provision of this Agreement is found to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect and shall be construed to give effect to the intent of the parties to the fullest extent possible.

10.4. This Agreement shall be governed by the laws of the State of Indiana. Proper venue for any cause of action arising out of or related to this Agreement shall be in a court of competent jurisdiction in Elkhart County, Indiana.

10.5. This Agreement shall be recorded with the Elkhart County Recorder's Office promptly following execution.

10.6. All provisions, covenants, terms, and conditions of this Agreement shall apply to and bind the parties and their respective heirs, legal representatives, successors, and assigns. Owner shall not sell, transfer, or convey the Property, or any interest therein, during the term of this Agreement without: (a) providing prior written notice to the City; and (b) requiring any successor owner or transferee to assume in writing all of Owner's obligations under this Agreement as a condition of any such transfer. No such transfer shall relieve Owner of liability for any obligations accrued or defaults occurring prior to the date of transfer.

10.7. Any notice required or permitted under this Agreement shall be in writing and shall be deemed delivered upon: (a) personal delivery; (b) three (3) days after deposit in the United States mail, sent by first-class mail, postage prepaid, addressed as set forth below; or (c) transmission by electronic mail on the date of transmission. Notices shall be directed as follows:

If to City: City of Goshen, Indiana
Legal Department
204 E. Jefferson Street, Suite 2
Goshen, Indiana 46528
Email: legal@goshencity.com

If to Owner: Cecil Bontreger
61818 County Road 33
Goshen, Indiana 46528
Email: cbontreger@hotmail.com

APPROVED by the City of Goshen Board of Public Works and Safety, the City's Unsafe Building Hearing Authority, this _____, 2026.

City of Goshen Board of Public Works and Safety

By: _____
Presiding Officer

Printed: _____

Agreed to by Owner this _____, 2026.

By: _____
Cecil Bontreger

STATE OF INDIANA)
) SS:
COUNTY OF ELKHART)

Before me the undersigned, a Notary Public in and for said County and State, personally appeared the City of Goshen Board of Public Works and Safety, the City of Goshen, Indiana's Hearing Authority, _____, Presiding Officer, and acknowledged execution of the foregoing Agreement on _____, 2026.

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

Notary Public

STATE OF INDIANA)
) SS:
COUNTY OF ELKHART)

Before me the undersigned, a Notary Public in and for said County and State, personally appeared Cecil Bontreger, and acknowledged execution of the foregoing Agreement on _____, 2026.

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

Notary Public

This instrument was prepared by Donald R. Shuler, Attorney No. 26587-71, City of Goshen Legal Department, 204 East Jefferson Street, Suite 2, Goshen, Indiana 46528, Ph: 574.537.3820.

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

Exhibit A – 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.