



**CITY OF GOSHEN BOARD OF PUBLIC WORKS & SAFETY
MINUTES OF MARCH 26, 2026 REGULAR MEETING**

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

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

Absent: None

CALL TO ORDER: Mayor Leichty called the meeting to order at 4:00 p.m.

REVIEW/APPROVE MINUTES: Mayor Leichty presented the minutes of the March 12 and March 19, 2026 Board meetings, as prepared by the Clerk-Treasurer, for approval. Board member Mary Nichols made a motion to approve the minutes as presented. Board member Orv Myer seconded the motion. The motion passed 5-0.

REVIEW/APPROVE AGENDA: Mayor Leichty presented the agenda as prepared by the Clerk-Treasurer with the addition of one item: #8, *Engineering Department request: Approve and authorize the Mayor to sign the Financial Commitment Letter to be submitted to the Indiana Department of Transportation during the Community Crossing Matching Grant application.* Board member Nichols made a motion to approve the agenda as amended. Board member Myers seconded the motion. The motion passed 5-0.

1) Rieth-Riley Construction request: Approve night-time paving and milling and other road operations on U.S. 33, from the Elkhart River to Ferndale Road, through August 2026
Garrett VanParys, a Project Manager for Rieth Riley Construction Co., Inc., asked the Board to approve night-time paving and milling and related road repair operations for an upcoming project on U.S. 33, from the Elkhart River to Ferndale Road, from March 23 through August 28, 2026.

"We are requesting to pave, at nighttime hours, due to the depth of the road we're cutting, six-inch depth, just to improve quality and safety out there. It's a very busy road there, as I think everyone knows," VanParys said. "With the size of that cut mitigating how much traffic is out there and how much disturbance we do, especially with all the businesses out there, is kind of our kind of main concern there. So, we figured the best, best route there to go is paving there at night."

In a memorandum to the Board, VanParys wrote that the six-inch milling and six-inch asphalt placement will occur from 7 p.m. to 7 a.m. He wrote, "There will be minor disruptions when the machines and equipment are running right in front of drives, but we will have flaggers and signage directing traffic."

VanParys also wrote that traffic will be restricted to one lane at a time with lane restrictions being lifted at the end of the working hours. No work will be done during federal holidays. In addition, no work will occur on Memorial Day weekend starting at noon on the Friday before, as well as July 3-July 5.

There were no questions or comments from Board members.

To perform paving and building operations for the road upgrade, Nichols/Myers made a motion to approve the U.S. 33 road projects to happen during the nighttime hours, 7 p.m. to 7 a.m. The motion passed 5-0.

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

Shannon Marks, the Legal Compliance Administrator for the City Legal Department, recommended that the Board approve and ratify the Mayor's execution of an agreement with the City of Elkhart for Stormwater Education Programs.

Marks said Elkhart's Aquatic Biology Department has provided stormwater educational programs for the City of Goshen for several years under prior agreements.



These programs have been offered to a variety of audiences at locations such as Goshen Community Schools, Bethany Christian School, Goshen College, and other public events in Goshen.

Under this Agreement, Marks said the Elkhart Aquatic Biology Department will provide up to 10 educational programs each year at locations within the City. Goshen will pay Elkhart \$750 per educational program provided, which is the same rate charged in previous years.

Marks said the initial term of this agreement is from 2026 through 2028. After that, the agreement will automatically renew under the same terms and conditions unless either party provides notice of its intent to not renew and thereby terminates the agreement.

Mayor Leichty asked if the Legal Department or the Engineering Department had received an annual report on the Stormwater Education Program activities for last year.

City Director of Public Works & Utilities Dustin Sailor said City Stormwater Coordinator Jason Kauffman receives those reports which will be reflected in his annual. The Mayor asked for copies to be provided to the Board. Nichols/Myers made a motion to approve and ratify the Mayor's execution of the agreement with the City of Elkhart for Stormwater Education Programs. The motion passed 5-0.

After the vote, Mayor Leichty asked if the Board could approve a two-year contract because doing so would be contingent on receiving funding for the following year. Assistant City Attorney Don Shuler said approval of a two-year contract is allowed and that if the budget falls short, the contract could be terminated or amended.

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

City Director of Public Works & Utilities Dustin Sailor said the Board previously considered and tabled a Time and Materials proposal for the WWTP Anaerobic Digester No. 1 Dual Membrane Cover Replacement Project with a not-to-exceed amount of \$5,000.

Sailor said the language of the agreement with Mendenhall & Associates, LLC, has now been clarified with definitive wording stating that the agreement is for a total expenditure not-to-exceed \$5,000.

In a March 24, 2026 memorandum to the Board, Sailor requested that the Board award the Labor Standards Administration contract to Mendenhall & Associates, LLC. The services provided by Mendenhall & Associates will ensure that the City meets Davis-Bacon labor standards as required by the State Revolving Loan Fund program. Mendenhall will invoice for initial services associated with the Pre-construction meeting held this month, but the remainder of their work will not occur until the new digester cover is installed in the first quarter of 2027.

Nichols/Myers made a motion to approve an agreement with Mendenhall & Associates, LLC for Labor Standards Services on the WWTP Anaerobic Digester No. 1 Dual Membrane Cover Replacement Project in the amount of \$5,000. The motion passed 5-0.

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

City Director of Public Works & Utilities Dustin Sailor said that on Jan. 22, 2026, the City received a proposal for an alternative Digester Cover manufactured by WesTech rather than the specified cover manufactured by Evoqua for the WWTP Digester #1 Cover Replacement project.

Sailor said the cover manufactured by WesTech is offered by R. Yoder Construction, Inc. at no increase in cost. Following a thorough engineering review, Sailor said project engineer, Donohue, and the City Engineering Department recommend accepting the alternate cover manufacturer.

Nichols/Myers made a motion to approve signing the no cost CHANGE ORDER NO.1 to the agreement with R. Yoder Construction, Inc. for the WWTP Digester #1 Cover Replacement project. The motion passed 5-0.



5) Engineering Department request: Approve the Professional Services consultant contract with United Consulting for the Bridge Improvements Design Work project for a not-to-exceed amount of \$64,400
City Civil Engineer Brad Minnick told the Board that the Engineering Department received proposals from two consultants in response to the Goshen Bridge Improvements Design Work RFP, due Feb. 27, 2026.

Minnick said a scoring team evaluated each proposal based upon the RFP's review process and has chosen United Consulting as the highest-scoring consultant. United Consulting has submitted a fee proposal for the estimated 1.5-year duration of the Bridge Improvements Design Work project, for a total amount not-to-exceed \$64,400.

Minnick said the anticipated cost impacts are \$34,100 for work completed on or before Oct. 15, 2026 and the remaining \$30,300 to be completed on or before Oct. 15, 2027. This contract will be paid based on negotiated labor rates, as detailed in the contract.

By way of background, Minnick said, "The contract that you previously approved was a predecessor and informs the design work that's before you, in terms of a sequence of operations. And then following, there'll be eventually a construction contract to execute. The inspections tell us what to do. The design tells us how to do it, and then eventually the contractor will perform that work. So, this is step two in a three-step process."

Nichols/Myers made a motion to approve the Professional Services consultant contract with United Consulting for the Bridge Improvements Design Work project for a not-to-exceed amount of \$64,400. The motion passed 5-0.

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

City Engineering Project Manager Andrew Lund presented Change Order No. 2 to increase the current contract price \$21,382, making the final contract amount \$211,911, a 11.2% increase over the original contract of \$190,529. Lund said the contract price increased because groundwater levels encountered during the project were higher than what was understood at the time of bidding from soil borings and therefore additional work and time were required for dewatering beyond what was anticipated. He said Change Order No. 2 also includes costs for additional clean backfill material required due to unsuitable native soils and a wider-than-anticipated trench, which was necessary to preserve existing utilities near the proposed sanitary sewer and to provide space for welding steel casing pipe sections in the trench.

Original contract amount	\$190,529
Change Order No. 1	0.00
Change Order No. 2	\$ 21,382
Revised contract amount	\$211,911

Nichols/Myers made a motion to approve balancing Change Order No. 2 for the College Avenue Sewer Encasement project, increasing the contract \$21,382, for a final contract amount of \$211,911. The motion passed 5-0.

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

City Director of Public Works & Utilities Dustin Sailor said that pursuant to Ordinance No. 3196, Section 512 of the Goshen Subdivision Control Ordinance, the City Engineering Department reviewed the drainage plan for the HHI Kercher Rd. Properties 24, LLC Subdivision on behalf of the Board of Public Works and Safety.



Based on this review, Sailor said the Engineering Department determined that the proposed drainage improvements are adequate to manage on-site runoff generated by a 1-hour, 100-year storm event, equivalent to approximately three inches of rainfall over 24 hours.

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

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

Nichols/Myers made a motion to accept the drainage plan for the HHI Kercher Rd. Properties 24, LLC. Subdivision, as prepared by the developer's Indiana-licensed professional engineer, with the acknowledgment that the City does not guarantee the performance of the drainage system and assumes no liability for any failure of the design. The motion passed 5-0.

8) Engineering Department request: Approve and authorize the Mayor to sign the Financial Commitment Letter to be submitted to the Indiana Department of Transportation (INDOT) during the Community Crossing Matching Grant application

City Civil Engineer Brad Minnick said the City of Goshen applied for the Community Crossings Matching Grant (CCMG) Fund through the Indiana Department of Transportation (INDOT) in which the City can be awarded up to \$1,000,000 on Oct. 30, 2026.

In response to INDOT's request on March 25, 2026, Minnick said the city of Goshen's Financial Commitment Letter has been revised to include the total estimated construction cost and a revised local share amount. He said to be eligible for the CCMG Award, a Financial Commitment Letter must be signed by Mayor Gina Leichy and resubmitted to INDOT, stating that Goshen will meet the financial match requested in the amount of \$1,146,445. INDOT's CCMG Award amount remains at 50% of eligible project costs, up to \$1,000,000.

Nichols/Myers made a motion to approve and authorize the Mayor to sign the Financial Commitment Letter to be submitted to INDOT during Community Crossing Matching Grant application. Motion passed 5-0.

NOTE: This was an added agenda item presented with a two-page memorandum (EXHIBIT #1).

9) Stormwater Management Department request: Accept the post-construction stormwater management plan for Dave Carter & Associates Amendment #2 as it meets the requirements of City Ordinance 5228

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

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

Nichols/Myers made a motion to accept the post-construction stormwater management plan for Dave Carter & Associates Amendment #2 as it has been found to meet the requirements of City Ordinance 5228. The motion passed 5-0.



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

At 4:19 p.m., Mayor Leichy opened Privilege of the Floor.

City Engineering Project Manager Andrew Lund announced that earlier in the week Norfolk Southern informed City staff of the closure of some railroad crossings, including Peddler's Village Road, First Street, Lincoln Avenue and Monroe Street, starting about April 14 on the main line, which is also known as the Chicago line tracks. Lund said the City doesn't have many details yet but said each crossing will probably be closed for three to four days each. He said that the City will be preparing a closure schedule with Norfolk Southern, especially for Lincoln and Monroe streets, and will be circulating it to residents because of the expected impact on motorists.

At 4:20 p.m., Mayor Leichy recessed the Board of Public Works & Safety meeting and convened a Compliance Review Hearing for City Building Commissioner Orders.

COMPLIANCE REVIEW HEARING FOR BUILDING COMMISSIONER ORDER

4:00 p.m., March 26, 2026

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

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

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

Mayor Leichy convened the hearing for agenda item #10 at 4:20 p.m.

BACKGROUND;

In a March 26, 2026 memorandum to the Board, Assistant City Attorney Don Shuler informed the Board that an unsafe building compliance review hearing was scheduled March 26 for the property located at 1705 Westplains Drive. Attached to Shuler's one-page memo was an Unsafe Building Enforcement Authority Order for Compliance Hearing for four Unsafe Building Enforcement Authority Orders issued May 2, 2026 and three Unsafe Building Enforcement Authority Orders issued Sept. 26, 2025.

Shuler wrote that, "An Order of the City of Goshen Building Commissioner was issued for seven (7) different units within the residential apartment building at 1705 Westplains Drive. The Orders for Units 5-101, 5-102, 5-201, and 5-202 were issued on May 2, 2025; the Orders for Units 5-301, 5-302, and 7-102 were issued on Sept. 26, 2025. Each of these Orders required various repairs to be made to bring each rental unit into full compliance (with) the requirements under Goshen City Code to be occupied."

Shuler wrote that the Building Commissioner issued an Order for a Compliance Hearing for all seven (7) units on March 13, 2026 and scheduling the March 26 hearing.

Shuler wrote that at the hearing, the Board could receive reports, evidence, and arguments from the Building Department, the property owner, City staff, and any other individual wishing to speak to the property and the individual units.

Based on the findings the Board could then:

- 1. Continue the matter for further review.**
- 2. Modify the Order.**
- 3. Rescind the order.**



4. Affirm the Order and, if warranted, impose a civil penalty if the Board specifically finds that there has been a willful failure to comply.

5. Take any other action permitted by law to address the unsafe premises, such as authorizing action for receivership or other legal action.

Shuler wrote that for any action resulting in an Order, the Board should make specific findings in support.

On March 13, 2026, City Building Commissioner Myron Grise issued an order for an Unsafe Building Enforcement Authority Compliance Hearing for March 26, 2026 to review compliance with the Building Commissioner's Orders issued May 2, 2025 and Sept. 26, 2025 concerning the property and unsafe building at 1705 Westplains Drive.

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

- 1705 West Plains Drive, Unit 101
- 1705 West Plains Drive, Unit 102
- 1705 West Plains Drive, Unit 201
- 1705 West Plains Drive, Unit 202

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

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

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

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

The May 2, 2025 Orders required completion of the above actions and repairs, or substantial progress toward completion, within 45 days of service. Following the expiration of the compliance period for the May 2, 2025 Orders without compliance, the Building Commissioner imposed civil penalties pursuant to I.C. § 36-7-9-7.5 in the amount of \$2,500 against the Property owner for each of the four units subject to those Orders, for a total of \$10,000. Said civil penalties were assessed as special assessments against the Property and collected with property taxes pursuant to I.C. §§ 36-7-9-7.5(d) and 36-7-9-13 .5. Notwithstanding the imposition and collection of said civil penalties, the Property Owner has not taken sufficient remedial action with respect to any of the units subject to the May 2, 2025 Orders.



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

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

The Sept. 26, 2025 Orders required completion of the above actions and repairs, or substantial progress toward completion, within 30 days of service. Each of the Orders became final without a hearing being requested by the Property Owner or any person holding an interest in the Property.

In addition to the units that are the subject of the Orders identified above, the Building Commissioner has inspected the Property and determined that the remaining vacant residential units within the structure at the Property being Units 202, 301, and 302 at 1707 Westplains, and Units 101 , 102, 201, 202, 301, and 302 at 1709 Westplains are in substantially the same condition as the units identified above, with none of said units maintaining operable electrical, plumbing, heating, or mechanical systems, and none being maintained in a manner that would permit human habitation, occupancy, or use under the Neighborhood Preservation Ordinance.

The Property as a whole has not been maintained in compliance with the minimum standards for structures required for purposes of health and safety under I.C. § 36-7-9-4. The condition of the Property has contributed to nuisance conditions and has required the provision of local government services in excess of those required by ordinary properties.

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

Grise wrote that during the hearing the Hearing Authority may:

- (1) Confirm compliance if evidence is presented that the necessary actions and repairs have been completed;
- (2) Confirm non-compliance with the Orders and issue a continuous enforcement order pursuant to I.C. 36-7-9-7(g);
- (3) Confirm non-compliance and authorize the Building Commissioner to proceed with appropriate remedial action under Indiana Code §§ 36-7-9- 10 or -11;
- (4) Confirm non-compliance with the Orders and authorize the Building Commissioner to proceed with civil action under I.C. § 36-7-9-17, including seeking the appointment of a receiver for the entire Property pursuant to I.C. §§ 36-7-9-20 or 36-7-9-20.5;
- (5) Issue a civil penalty in an amount not to exceed \$5,000 per Order upon a finding of willful failure to comply with each such Order, pursuant to I.C. § 36-7-9-7(e), provided that any such civil penalty must be separately imposed as to each Order and the unit that is the subject thereof, upon a finding that: significant work on the premises to comply with the affirmed Building Commissioner's Order has not been accomplished; the premises have a negative effect on property values or the quality of life of the surrounding area; or the premises require the provision of services by local government in excess of the services required by ordinary properties; or
- (6) Take other actions permitted by law to resolve the unsafe conditions on the Property.

Grise directed the property owner, Cecil Bontreger, to attend this hearing or send an authorized representative on his behalf. Bontreger was informed he could present evidence and question or cross-examine any witnesses who testified at the hearing. The order for the hearing was issued March 13, 2026.



DISCUSSION AND OUTCOME OF COMPLIANCE REVIEW HEARING ON MARCH 26, 2026:

At 4:20 p.m., Mayor Leichty convened a compliance review hearing for the property at 1705 Westplains Drive. Present at the hearing were: Board members Leichty, Landis, Myers, Nichols and Swartley; Assistant City Attorney Don Shuler; City Building Commissioner Myron Grise; and Cecil J. Bontreger, the property owner.

The Mayor invited a presentation from Assistant City Attorney Don Shuler.

Shuler began by introducing, for the record and providing to the Clerk-Treasurer, an affidavit of service confirming that the Order for Compliance Hearing that was issued by the Building Commissioner on March 13, 2026, was served on the property owner, Cecil J. Bontreger, at his Goshen home (EXHIBIT #2).

Shuler said Building Commissioner Myron Grise would deliver a report about the property, which has 17 residential units, with only one occupied. He said the other 16 units are vacant, and the City has issued orders that have been grouped together for review at today's hearing.

Mayor Leichty swore in City Building Commissioner Myron Grise to give truthful and complete testimony.

Using a PowerPoint presentation (EXHIBIT #3), Grise provided the history and condition of 1705-1709 Westplains Drive. Grise said he would be asking the Board to take action on his seven unsafe building orders.

The property at 1705 Westplains Drive has six apartments: Units 101, 102, 201, 202, 301 and 302. 1707 West Plains also has six apartments: Units 101 (storage) and 102, 201, 202, 301 and 302. And 1709 has six apartments: Units 101, 102, 201, 202, 301 and 302. Only one unit – #201 at 1707 Westplains – is occupied.

Grise issued orders for all six units at 1705 Westplains and one unit at 1707 West Plains.

Grise said on May 2, 2025, he issued orders on four units at 1705 West Plains – units 101, 102, 201, and 202.

"Every one of those units had no working electricity, no gas, no plumbing, or water – none of the basic systems you would need to live there," Grise said. "We gave the owner 45 days to get things repaired or at least make a real start. He never asked for a hearing, so each order became final when nothing happened. We imposed \$2,500 civil penalty on each of those four units – a total of \$10,000. Those got certified by the County Auditor, assessed as a special assessment, and collected off of his tax bill, and they were paid.

"So, on Sept. 26, 2025, we issued 3 more orders – units 301, 302 at 1705, and Unit 102 at 1707," Grise said. "Same conditions. No utilities, not livable. Those gave him 30 days. Again, no hearing requests, (and) orders became final."

Grise continued, "On Jan. 23 of this year, we did a full walk-through the entire building, looking at 16 vacant residential units; there's one unit that's occupied, with the owner present. What we found confirmed was the orders had already been documented. Every one of the seven units subject to tonight's hearing has no working electrical (systems), no gas, no plumbing, or water..

"Meters have been pulled. Water heaters and furnaces are neither not working or (we) can't tell if they do work. Floors are torn up, stained, or in some cases, the flooring is failing. Cracked walls and ceilings, moisture damage, rotted window trim. Unit 302 is missing the front door entirely."

Grise continued, "As to the other vacant residential units in the building, those nine additional units are essentially the same shape. Same four problems: no utilities, not habitable. So, this isn't just a few isolated units."

Grise said there is some good news: "Outside of the utility systems, the rehabilitation work isn't massive. Once utilities are restored, most of what's left is cosmetic – cleaning, painting, some flooring, but none of that matters until someone actually gets the systems working, which will require some work. We have no idea if any of the furnaces, water heaters, or plumbing is usable or working."

Grise also said the conditions of the property adversely impact the neighborhood. He said, "As you know, vacant structures attract unwanted activity. When a building of this size sits mostly vacant for a prolonged period, it brings down property values for everyone nearby and discourages people from investing in the surrounding area. We've seen this play out with complaints and police calls to the property."



Grise said after the January walk-through, City staff met with Bontreger on Feb. 12, 2026 and talked through a proposed comprehensive agreement for rehabilitation that would cover all 16 units in a phased approach, basically giving Bontreger a structured path to restore the entire building. On Feb. 19, Grise said the City sent Bontreger a draft of that agreement, and asked for a response by Feb. 27, but there was no response.

On March 2, Grise said the City followed up again and gave Bontreger another chance until the end of the day, March 4 to respond. However, there was no response at all. Griss said, "So, we issued the order for compliance hearing and maybe not surprisingly, once he got served with that, we started hearing from him. He's now saying he wants to move forward with the agreement."

Grise said he has provided options and my recommendations for the Board's considerations. He said the Board can affirm, modify them, or resend the options and recommendations.

Grise said, "The question is whether there is evidence supporting each order. We believe there clearly is. Each of those seven units subject to an order has no working utilities and is not in a condition that can be inhabited under code recommendation to affirm each order."

As for civil penalties, Grise said the Board has authority to impose a civil penalty of up to \$5,000 per order. For the May 2025 units, he said this would be additional civil penalties on top of the \$2,500 already collected on each of those units. And for the three September orders, Grise said it would be the first penalty.

To issue a penalty, Grise said the Board would need to find that the property has willingly failed to comply with the order and that the property has either had a negative effect on property values, or the quality of life in the surrounding area, or has required the City to respond to provide services beyond what ordinary properties need.

Grise said, "We believe both of these findings are supported and the recommendation is to impose some level of civil penalty on each unit."

As to next steps, Grise said the Board can set deadlines for the owner to complete work on the seven units. He said the Board can consider whether a rehabilitation agreement with the property owner is appropriate, depending on his willingness to do comply. And the board can authorize seeking a receivership for the property.

Grise concluded, "I checked with the Police Department this morning about calls to that property. They've had about five this year. They had seven or eight last year, and there was some in 2024."

Mayor Leichty asked how long Bontreger has owned this property. Grise said he was not sure.

The Mayor also asked how long water has been shut off to the apartment complex.

The Mayor swore in City Water & Sewer Office Manager Kelly Saenz to provide truthful and complete testimony and answer the question.

Saenz said she checked City records and learned the property has one active water meter for a unit at 1709 Westplains Drive, which is still occupied. Saenz said the other units don't have City water, but she has yet to determine how long that has been the case.

There were no further Board questions for Building Commissioner Grise.

Mayor Leichty swore in Cecil J. Bontreger, the property owner, to provide truthful and complete testimony. Bontreger said most of the interior work has been done and the biggest issue is that four or five years ago, and without his knowledge, utilities services were retired, or disconnected, from the units. He said it would take several months to have services restored.

Otherwise, Bontreger said the exterior of the building has been maintained. He said the exterior is made of brick, it has a good roof and is not an eyesore.

Bontreger complimented City staff for the building restoration proposal, which he said was "a very good, reasonable plan." He said he has prepared a spreadsheet for dates he would commit to make the necessary repairs."



As for his delayed response to the City, **Bontreger** said his office phones were not operating for six weeks and he was unable to get in touch with **Assistant City Attorney Shuler**. While he said that he "probably should have tried harder" to get in touch, **Bontreger** said the best option moving forward would be for the Board to endorse the City's proposed agreement, adding "I've committed to Myron (Grise) and to Don (Shuler) I will make that happen, and I think it's the best way to go for all of us here. "

In response to a question from the **Mayor**, **Bontreger** said he has owned the property for about 30 years or maybe longer. He said because of problems, including illegal drugs, at neighboring apartments, he began having drug problems and then vacancies at this property. He said it has had many vacancies for about 10 years. **Bontreger** said NIPSCO disconnected utilities about five years ago, which he conceded was his fault for not renting the units. Asked by the **Mayor** what his intention was for the property, **Bontreger** said he wants to restore the utilities, complete the renovations and then rent the apartments.

Bontreger said there has been some squatters in the apartments, but that he has kept all the doors locked and visits almost daily to keep squatters out.

In response to a question from **Board member Swartley**, **Bontreger** denied there was a unit without a door. He said one missing door was replaced.

Mayor Leichty showed **Bontreger** a series of photos showing problem conditions at the until. **Bontreger** said the problems depicted have either been addressed or would be soon. He said he was confident he could restore the units as proposed.

In response to a question from **Board member Swartley**, **Bontreger** said he hasn't yet contacted NIPSCO about restoring electric and gas service but would do so if the proposed agreement with the City is approved.

Board member Landis asked **Bontreger** why it has taken so long to address problems that the City informed him of in May 2025. He also asked how the Board could be sure **Bontreger** would now make the necessary repairs.

Bontreger said because there is now a proposed agreement setting forth a timetable for repairs, adding, "All I'm saying is I will get this done."

Board member Landis said that it could be better for all parties to have **Bontreger** repair the property as proposed by the City "but my concern is it hasn't happened yet." **Bontreger** conceded that he didn't respond promptly to violations, leading to fines, but he insisted repairs have been made and that they would continue.

Board member Swartley reminded **Bontreger** that she brought him an offer from a party to buy the property about 25 years ago and at that time the property had a lot of problems. **Bontreger** said that he didn't remember that, but said others have wanted to buy the property over the years.

Bontreger said he had a certificate, dated Oct. 29, 2024, showing all units were habitable. **Mayor Leichty** said she found that hard to believe but said that issue could be investigated. **Bontreger** conceded at that time the certificate was issued most of the units didn't have operable gas or electricity.

Board member Myers said because the units have been unoccupied and not repaired for 10 years, it was hard to believe **Bontreger** would now renovate them. **Bontreger** said that he has never before had such a detailed agreement as he has now to address all of the issues that need to be repaired.

Board member Swartley said she found it hard to believe **Bontreger** would make the necessary repairs to all 17 units that need repairs and not just the seven units cited in the Building Commissioner's orders. **Bontreger** praised the proposed agreement which covers all of the units, and which he said was the best step forward. And he again gave his word he would make the repairs or would face more fines and penalties.

Mayor Leichty pointed out that if the City put the property into a receivership, it would be up to a judge to appoint a receiver to complete the repair work but initially only for the seven units covered by the Building Commissioner's orders. The other option, she said would be to approve an agreement for **Bontreger** to repair all the units.

Assistant City Attorney Shuler clarified the Board's options if it opted for a receivership, including an order for control of the entire building. He also discussed the repairs that would need to be made and the possible timetable.



Mayor Leichty asked if there was a financial benefit for someone who owns a lot of property, or a corporation that owns a lot of property, to leave a property vacant. Bontreger said there was not. Assistant City Attorney Shuler said there could be a tax advantage in certain circumstances. Bontreger said any tax advantage in this situation would have elapsed years ago, but an owner could save money by not having to provide services to vacant units. Mayor Leichty mentioned that the City has a housing shortage. Bontreger said all of the units have two bedrooms each and that as he renovates the units, he would rent them to people of modest incomes. At 4:58 p.m. the Board concluded its initial questioning of Cecil J. Bontreger.

Building Commissioner Grise then offered some responses to Bontreger's comments.

Grise said he has checked with NIPSCO and its records show that only two meters were disconnected and that was done at Bontreger's request. He added that services have not been cut to the property.

As to Bontreger's statement that the property is not unsafe, Grise responded that according to state statutes, "Anytime a property is vacant, it's considered unsafe. Just being vacant, it's unsafe."

As for Bontreger's statements about offers to buy the property and taxes, Grise said, "I did mention to him about me wanting to sell the property. I know about five contractors who are all interested. I know everybody wanted to buy it that wants some investments." Grise said Bontreger told him he didn't accept any of the offers because "he didn't want to pay taxes on selling it."

Grise added that he doesn't know why Bontreger has not rented the apartments, but suspects there may have been some tax-related reason.

As for the condition of the furnaces and water heaters in the units, Grise said, "I've been a licensed HVAC person for about 40 years. There are furnaces in there that are original; they're Singer. They've probably been junk for 30 years. "I mean, when they fire them, that's when we can tell. Get gas to them, check them out. They're junk ... There's some that have been replaced, they're old, but they're newer than the Singers. Singers were original.

"My uncle lived there, and I visited when I was 14 years old, so I know it's been there since then, and it was in good shape back then," Grise said "The water heaters, they're all pretty old ... and it's froze. We don't know how much stuff's been drained from the building. There could be issues we don't know until we get things onto the property." In response to a question from Board member Landis, Grise said this hearing would not have been taking place had Bontreger responded to the City's repair orders last year.

Board member Landis asked Grise to respond to Bontreger's statement that the only work that needs to be done at the units is restoring gas and electric service. Grise responded, "Mr. Shuler and I walked through it, not too long ago and it was still in the shape it was before. Now, stuff may have been fixed since then, which I don't know. No permit's been pulled. It sounds like some of the work that was done may not have needed permits, but there's a lot of stuff that needs permits. At that time, it was not up to par."

Grise also said that according to NIPSCO, the gas and electrical services have not been retired at the units. However, he said the meters have been removed. Still, he added that the building is structurally sound.

In response, Bontreger insisted the utilities have been retired and it will take a while for NIPSCO to restore them.

Assistant City Attorney Shuler asked Bontreger if he wanted to ask any questions about Grise's testimony.

Bontreger said he did not and that it appeared Grise was just "doing his job." He did comment on the delay in reaching an agreement with the City. He said he did not stall in signing an agreement and insisted he did not have home telephone service for weeks.

Mayor Leichty asked Bontreger how he could operate a business without phone service for six weeks. Bontreger said he lives in the country and Frontier provides terrible phone service and he has had continual phone outages.

Assistant City Attorney Shuler clarified the City's many attempts from Feb. 12 to March 4 to persuade Bontreger to sign a repair agreement with the City.



Shuler said Bontreger did not contact City officials and there are no records of Bontreger even attempting to call and leave messages for Shuler.

Bontreger responded, "I've procrastinated maybe on some things, but I didn't on this. There was no reason that I didn't want to sign it because I agreed with it and we all agreed with it. And I'd be willing to sign it today, or tomorrow, or whenever. I will sign it as is."

In response to a question from the Mayor about the size of his work crew, Bontreger said he does a lot of the repair work himself. He also said he has a certified person who repairs furnaces but still needs a certified plumber.

Mayor Leichty asked Shuler to outline the next steps and options before the Board.

Shuler said there are seven units in the apartment complex that were the subject of Building Commissioner orders on today's agenda pending determinations that they are unsafe, primarily because they are vacant and have not been maintained in a manner that would allow for human habitation. That makes them unsafe based on the statute.

Shuler said there could be a finding for each of the seven units, based on the evidence submitted, that the property is unsafe. If the Board determined that was the case, the orders could then be affirmed, modified or rescinded.

If the findings were affirmed or modified, the Board could determine there had been a willful failure by the property owner to comply with the order. If so, he said the Board could impose a penalty of up to \$5,000 for the seven units.

Shuler said there were three concluding options before the Board.

First, Shuler said the Board could issue an order setting specific deadlines for the owner to complete required work on all seven units. And he said a Continuous Enforcement Order would remain in effect.

Shuler said the second option would be for the Board to authorize the Building Commissioner to pursue a structured rehabilitation agreement with the owner covering all 16 vacant units in phases, contingent on a firm commitment with timelines, financing, and a performance bond.

Finally, Shuler said a third option would be for the Board to authorize the Building Commissioner to file a civil action under I.C. § 36-7-9-17 and seek appointment of a receiver for the entire property. The Court could then appoint a receiver to rehabilitate and, if necessary, rent the property or sell it to recoup the investment

After some discussion about the next steps and options, Mayor Leichty suggested the Board review and act on the three decisions the Board has to make.

First, the Mayor asked for a vote on whether the property in question is unsafe based on the fact that they've been vacant for so long and have been identified as unsafe by the Building Commissioner.

Board members voted unanimously that "Yes," the property is unsafe.

Mayor Leichty then asked for a vote on a second question: Was there a willful failure to comply with the Building Commissioner's order of May 2025? Board members also voted "Yes" on this question.

Mayor Leichty then outlined the possibility of imposing additional fines on Bontreger for failing to comply with the Building Commissioner's orders. She then paused that discussion to discuss the ultimate decision on what to do the property – reach an agreement for repairs with Bontreger or order a receivership.

Mayor Leichty said, "I think there's enough incentive to allow blight to continue; that there's a financial benefit to Mr. Bontreger to leave these to sit and rot. That has been a problem in our community for some time, and a detriment to our neighborhoods and particularly in that neighborhood.

"And I appreciate the fact that you're willing to do something now, but it's frustrating that it's taken 20 years for us to get here. There should be no vacant properties just sitting and rotting and falling into disrepair. We have to have cooperation. We've been willing to work with you for years and Myron (Grise) bent over backwards to work with people. I know that you have a good relationship, and I want that relationship to continue, but it requires mutual trust and good communication," the Mayor said.



Board member Nichols said, "I find it a little disconcerting when the property owner can't call NIPSCO ahead of time. It's Myron (Grise) calling to check. (Bontreger) should have come with that information already himself. It's the same thing with having a plan. Why does the City have to come in with a plan?"

"The long-time landlord should be able to come up with a good, solid plan to get this in order. So, that's where it's frustrating for me; that everyone else is doing all that back-end work and just giving him a ready-made plan. He should be able to come up with a plan to be completed," Nichols said.

Mayor Leichty said she also was concerned that Bontreger doesn't already have workers ready to make the repairs. Many of the units will need repairs by an established timeline and there needs to be some assurance that the work will be completed. The Mayor said, "If we're doing all the legwork and putting the plan together, and all you're doing is signing it, that's a lot of burden on City staff instead of (you) taking responsibility and accountability."

Board member Swartley said she has been concerned about all the money spent by taxpayers on the City planning the repairs for Bontreger and then ensuring they are made. "It's very frustrating," she said.

Mayor Leichty asked if Board members favored turning over the property to a receiver to make the repairs. The Mayor said there are people who would like to do this work.

After some discussion on this possibility by Board members, the Mayor asked for comments from Assistant City Attorney Shuler, who discussed receivership possibilities and similar work in process. Board members also discussed a possible receivership for the property.

Board members also discussed:

- The status of the utilities and how quickly NIPSCO can restore services;
- Bontreger's unwillingness or inability to respond more promptly to the Building Commissioner's orders;
- How quickly could the property be rehabilitated under a receivership;
- The process of working with Bontreger to repair the units even before utilities are fully restored;
- How the Board could get regular updates on the repairs;
- Requiring Bontreger to quickly get tenants for repaired units;
- Perhaps imposing a penalty if units are not rented;
- And continuing to hold additional unsafe property hearings if progress is not made.

Bontreger responded to the discussion by saying that he would do everything possible to comply and to make the requested apartment repairs according to the City agreement and to rent the units when they are ready.

Bontreger said, "This covers everything, and it's just, to me, the smoothest way to go. If you want to put some language in (the agreement) that every effort will be made to rent them, I have problem with that." He also said the City normally inspects apartments every two or three years, so they will be maintained.

Board member Landis said, for the record, that he would be trusting the Legal Department to abide by the agreement and not Bontreger. "You can say whatever you want, but it's going to be the final document as it's worded is what I'm going to depend on because if you don't follow that document, then we're going to receivership."

Board member Landis then made a motion that beginning tomorrow, the first 90-day period (of repairs) should begin for the first four units and the City will follow through with the subsequent 90-day periods, so that in a year's time, the four 90-day periods will be complete and all the work that needs to be done will be completed regardless of NIPSCO's ability to get its work done and knowing that if NIPSCO is not there in the first 90 days, Mr. Bontreger will need to move on to the next set doing the things that can be done there and then come back and backfill the work to be finished after NIPSCO is done. Further, when units are finished after NIPSCO is done, there will be occupancy permits approved and at that point a good faith effort would be made to rent the units out with the penalties under the signed document being the maximum allowed under law and that receivership would be an option if there is a failure to comply with the signed agreement. Board member Myers seconded the motion. The motion passed on a 5-0 vote at 5:49 p.m.



Mayor Leichty asked if the Board still needed to act on the proposed penalties for Bontreger's alleged non-compliance with the Building Commissioner's orders.

Assistant City Attorney Shuler said there were three recommended actions by the Board today – a proposed rehabilitation agreement, which was just acted upon, the affirmation of the Building Commissioner's orders and the proposed imposition of civil penalties of up to \$5,000 per unit.

Cecil Bontreger asked for a clarification of the action the Board just took.

Mayor Leichty and Assistant City Attorney Shuler said a rehabilitation agreement had just been approved, which Bontreger would need to sign in a few weeks. Shuler said it was possible the Board would need to first approve the agreement.

Mayor Leichty said the Board was now discussing the amount of fine to impose.

Bontreger said, "I've already paid a fine. The Mayor responded, "I know and then you skipped your next deadline, so the fines get worse as you skip."

Bontreger said repairs have been made already. The Mayor and Shuler said the fines were for non-compliance with the Building Commissioner's orders in a timely fashion.

Bontreger asked for leniency on the fines, noting he has already paid \$10,000. Board member Myers responded, "I think we've given you a lot of leniency for a long time on this property."

Bontreger said the units were determined by the City to be fit for occupancy in 2018. He conceded they have been vacant since then but said there shouldn't be a penalty for that. He added, "I'm saying I will sign this (agreement) the day he has it ready. I'm just asking, please go with that and hopefully not any of the penalties at this time."

Board members said the Board cannot ignore Bontreger's continual non-compliance with the City's orders. They added that if Bontreger is in compliance from now on, there will be no further fines. The Mayor added that the maximum possible fine was \$5,000 per unit and Bontreger might want to cut his losses.

Mayor Leichty then made a motion to impose a civil penalty of \$2,500 per unit for each unit that was not completed to the building inspector's requirements due to a willful failure of compliance. Board member Nichols seconded the motion. The motion passed on a 5-0 vote at 6:01 p.m.

At 6:02 p.m., Mayor Leichty recessed the Compliance Review Hearing for the City Building Commissioner's Orders and called back to order the Board of Public Works & Safety meeting.

APPROVAL OF CIVIL & UTILITY CLAIMS

Mayor Leichty then made a motion to approve Civil City and Utility claims and adjourn the meeting. Board member Myers seconded the motion. Motion passed 5-0.

ADJOURNMENT

Mayor Leichty then adjourned the meeting at 6:02 p.m.


Exhibit 1: A one-page memorandum by the City Engineering Department, dated March 26, for added agenda item #8, Engineering Department request: Approve and authorize the Mayor to sign the Financial Commitment Letter to be submitted to the Indiana Department of Transportation (INDOT) during the Community Crossing Matching Grant application. The memorandum was accompanied by a letter from Mayor Gina Leichty to INDOT confirming the City of Goshen's financial commitment of \$1,146,445 in support of the City's 2026-01 Community Crossings application.



Exhibit #2: An affidavit of service confirming that the Order for Compliance Hearing that was issued by the City Building Commissioner on March 13, 2026, was served on the property owner, Cecil J. Bontreger, at his Goshen home. A copy of the affidavit was provided by Assistant City Attorney Don Shuler during the Compliance Review Hearing for the May 2, 2025 and Sept. 26, 2025 Orders requiring various repairs for full compliance under Goshen City Code for seven apartment units at 1705 Westplains Drive (Cecil Bontreger, property owner).

Exhibit #3: An 11-page PowerPoint presentation, titled "1705 West Plains Drive Compliance Hearing," that was prepared by Assistant City Attorney Don Shuler and presented by City Building Commissioner Myron Grise during the Board's unsafe property compliance hearing for 1705 Westplains Drive. The PowerPoint included an overview of the property, summaries of the Building Commissioner's orders of May 2, 2025 and Sept. 26, 2025, the condition of the units, the building-wide conditions, photographs of the units, the City's enforcement efforts, the enforcement options before the Board, the possible civil penalties, and next steps.

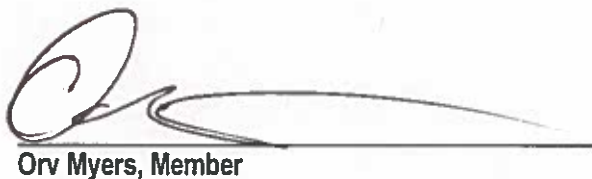
APPROVED:



Mayor Gina Leichty



Mike Landis, Member



Orv Myers, Member



Mary Nichols, Member




Barb Swartley, Member

ATTEST:


Richard R. Aguirre, City of Goshen Clerk-Treasurer

Exhibit #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: Goshen Board of Public Works & Safety
FROM: Goshen Engineering
RE: COMMUNITY CROSSINGS MATCHING GRANT (CCMG) 2026
FINANCIAL COMMITMENT LETTER (JN: 2026-0002)
DATE: March 26, 2026

The City of Goshen applied for the Community Crossings Matching Grant Fund through INDOT in which we can be awarded up to \$1,000,000 on October 30th, 2025. In response to INDOT's request on March 25, 2026, Goshen's Financial Commitment Letter has been revised to include the total estimated construction cost and a revised local share amount. To be eligible for the CCMG Award, a Financial Commitment Letter must be signed by Mayor Gina Leichty and re-submitted to INDOT, stating that Goshen will meet the financial match requested in the amount of \$1,146,445.00. INDOT's CCMG Award amount remains at 50% of eligible project costs, up to \$1,000,000.00.

Requested Motion: Move to approve and authorize the Mayor to sign the Financial Commitment Letter to be submitted to INDOT during CCMG application.

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

Gina Leichty, Mayor

Barb Swartley, Member

Mary Nichols, Member

Orv Myers, Member

Michael Landis, Member

F:\Projects\2026\2026-0002 _ 2026 Paving Projects\F:\Projects\2026\2026-0002 _ 2026 Paving Projects\Project A - 15th Street\Correspondence & Email\INDOT\Community Crossing Matching Grant Fund



GINA M. LEICHTY
Mayor of Goshen, Indiana
City Hall • 202 South Fifth Street, Suite 1 • Goshen, IN 46528-3714
mayor@goshencity.com • goshenindiana.org
(574) 533-9322

March 26, 2026

Kathy Eaton-McKalip
Director of Local Programs
100 N. Senate Ave.
Indianapolis, IN 46204

**RE: COMMUNITY CROSSINGS MATCHING GRANT FUND 2026 FINANCIAL COMMITMENT
CITY OF GOSHEN (JN: 2026-0002)**

Dear Mrs. McKalip,

This letter confirms the City of Goshen's financial commitment for our 2026-1 Community Crossings application. We plan to utilize funding from an approved source to provide the local match for the projects for application #15129. The total estimated construction cost for the Goshen streets in this application is \$2,146,445.00. We expect our local share of the costs for application #15129 to be \$1,146,445.00 and we have the local funding available to provide this match. We understand the INDOT CCMG award is 50% of eligible project costs, up to \$1,000,000.00.

Sincerely,

Gina M. Leichty
Mayor of the City of Goshen

Exhibit #2

STATE OF INDIANA)
) SS:
COUNTY OF ELKHART)

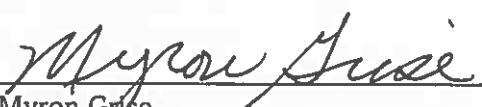
Affidavit of Service

I hereby affirm under the penalties for perjury that I served the March 13, 2026 Order for Compliance Hearing issued by the City of Goshen Building Commissioner for the real estate located at 1705 West Plains, Goshen, Indiana, as follows:

- 1. By leaving a copy at the dwelling or usual place of abode and sending by first class mail a copy to the last known address of the person to be notified:

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


So affirmed this March 25, 2026.



Myron Grise

STATE OF INDIANA)
) SS:
COUNTY OF ELKHART)

Subscribed and sworn to before me, a Notary Public in and for said County and State, this March 25, 2026.



Donald R. Shuler, Notary Public

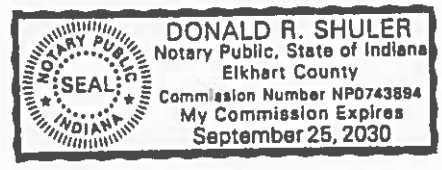


Exhibit
#

1705 West Plains Drive

Compliance Hearing

City of Goshen Board of Public Works and Safety | March 26, 2026

Presented by Myron Grise, Building Commissioner

Property Overview

1705-1709 West Plains Drive | Tax Code: 20-11-09-126-012.000-015

1705 West Plains

- Unit 101
- Unit 102
- Unit 201
- Unit 202
- Unit 301
- Unit 302

*6 residential units
6 Orders issued*

1707 West Plains

- Unit 101 (Storage)
- Unit 102
- Unit 201
- Unit 202
- Unit 301
- Unit 302

*5 residential units
1 Order issued
(Unit 101 = storage)
(Unit 201 = occupied)*

1709 West Plains

- Unit 101
- Unit 102
- Unit 201
- Unit 202
- Unit 301
- Unit 302

6 residential units

17 Total Units

1 Occupied Unit

16 Vacant Units

7 Units with Orders

May 2, 2025 Orders

Units 101, 102, 201, 202 | 1705 West Plains Drive | 45-day compliance period

Unit 101

- Torn/missing floor coverings
- Wall & ceiling cracks
- Moisture infiltration
- No electrical, gas, or plumbing
- Inoperable water heater
- Rotted window trim

Unit 102

- Torn/missing floor coverings
- Moisture infiltration
- No electrical, gas, or plumbing
- Inoperable water heater
- Bathroom sink inoperable
- Rotted window trim
- Deteriorating rear steps

Unit 201

- Torn floor coverings
- No electrical, gas, or plumbing
- Inoperable water heater
- Rotted window trim

Unit 202

- Torn floor coverings
- Cracked walls
- Chipped/peeling paint & graffiti
- No electrical, gas, or plumbing
- Inoperable water heater

All 4 Orders became final | 45-day deadline passed | No action taken | \$2,500 civil penalty imposed per unit (\$10,000 total) — collected

September 26, 2025 Orders

Units 301, 302 at 1705 | Unit 102 at 1707 | 30-day compliance period

1705 — Unit 301

- No electrical — meter removed
- No gas — meter removed
- No plumbing/water service
- Water heater & furnace: unknown condition
- Stained/torn/failing flooring & subfloor

1705 — Unit 302

- No electrical — meter removed
- No gas — meter removed
- No plumbing — rusted pipes, multiple fixtures inoperable
- Water heater & furnace: unknown condition
- Missing entry door

1707 — Unit 102

- No electrical — meter removed; panel cover missing
- No gas — meter removed
- Rusted plumbing lines needing replacement
- Water heater & furnace: unknown condition
- Torn/damaged/stained flooring

All 3 Orders became final | 30-day deadline passed | No action taken | No civil penalties yet imposed

Building-Wide Conditions

January 23, 2026 Walkthrough | All 16 vacant units reviewed | Owner present

Conditions Across All Units

- No active electrical service — meters removed on multiple units
- No active gas service — meters removed on multiple units
- No active plumbing or water service
- Water heaters & furnaces inoperable or unknown condition
- Torn, stained, or structurally failing flooring throughout
- Cracked walls & ceilings; moisture damage; rotted window trim
- 16 of 17 units vacant — 9 additional units in same condition as 7 ordered units

Rehabilitation Assessment

Once utility systems are restored, remaining work is largely, though not completely, cosmetic — cleaning, paint, and flooring. The building is not beyond repair.

Neighborhood Impact

Vacant structures attract unwanted activity. A building of this size sitting largely vacant depresses property values, discourages neighborhood investment, and generates complaints and police calls.

Property Conditions — Representative Photographs



Graffiti & unauthorized access



Stained & damaged flooring



Wall & ceiling cracks



Inoperable water heater



Inoperable furnace



Rotted window frame

Property Conditions — Photographic Evidence

Flooring & wall/ceiling damage throughout the building



Worn & deteriorated carpet



Torn flooring — subfloor exposed



Broken & missing floor tiles



Ceiling separation & water damage



Ceiling crack — moisture infiltration



Wall crack with bare subfloor

City's Good-Faith Enforcement Efforts

What the City tried before scheduling this hearing

Jan. 23, 2026

Full Walkthrough

Building Commissioner conducted a comprehensive inspection of all 16 vacant units with the owner present.

Feb. 12, 2026

Meeting with Owner

City met with Mr. Bontreger to discuss a phased rehabilitation agreement covering all 16 vacant units.

Feb. 19, 2026

Draft Agreement Sent

City sent a draft rehabilitation agreement and requested a response by February 27, 2026.

Mar. 2, 2026

Follow-Up — Final Deadline

City followed up and set a hard deadline of March 4, 2026 — warning that traditional enforcement would follow.

Mar. 4, 2026

No Response

Owner did not respond. City issued the Order for Compliance Hearing.

Post-service

Owner Now Wants to Engage

After being served with the hearing notice, owner has indicated interest in moving forward with the agreement.

Board Options: Affirm, Modify, or Rescind the Orders

The Question:

Is each Order supported by evidence that the unit is unsafe under Indiana law and the Neighborhood Preservation Ordinance?

AFFIRM

Order is supported. Owner must comply as ordered. Continuous Enforcement Order issues.

MODIFY

Order is supported but terms are adjusted (e.g., compliance period, scope of work).

RESCIND

Order is not supported by evidence and is withdrawn.

Recommendation: Affirm each of the seven Orders — substantial evidence clearly supports each one.

Board Options: Civil Penalties

To impose a civil penalty, the Board must find BOTH:

1

Willful Failure to Comply

The owner received the Order, it became final, the deadline passed, and no work was done to address the most pressing issues of no electrical, gas, and other utility services to make the units habitable under Code.

2

Negative Community Impact

The property has had a negative effect on property values or quality of life: OR required the City to provide services in excess of those required by ordinary properties.

Per-unit penalty authority (must be imposed separately per Order):

Unit	Order Date	Prior \$7.5 Penalty	\$7(ε) Max Tonight
1705 Unit 101	May 2, 2025	\$2,500 collected	\$5,000
1705 Unit 102	May 2, 2025	\$2,500 collected	\$5,000
1705 Unit 201	May 2, 2025	\$2,500 collected	\$5,000
1705 Unit 202	May 2, 2025	\$2,500 collected	\$5,000
1705 Unit 301	Sept. 26, 2025	None	\$5,000
1705 Unit 302	Sept. 26, 2025	None	\$5,000
1707 Unit 102	Sept. 26, 2025	None	\$5,000

Board Option 3: Next Steps

Option A: Set Compliance Deadlines

Board issues an order setting specific deadlines for the owner to complete required work on all seven units. Continuous Enforcement Order remains in effect.

Owner must demonstrate commitment and capability.

Option B: Rehabilitation Agreement

Board authorizes the Building Commissioner to pursue a structured rehabilitation agreement with the owner covering all 16 vacant units in phases, contingent on a firm commitment with timelines, financing, and a performance bond.

Owner has indicated willingness after receiving the hearing notice.

Option C: Authorize Receivership

Board authorizes the Building Commissioner to file a civil action under I.C. § 36-7-9-17 and seek appointment of a receiver for the entire property. Court appoints receiver to rehabilitate and, if necessary, rent the property or sell to recoup investment.

Most direct path if owner cannot demonstrate credible commitment.

Recommendation: Board's Discretion