



**CITY OF GOSHEN BOARD OF PUBLIC WORKS & SAFETY**  
**MINUTES OF THE APRIL 2, 2026 REGULAR MEETING**  
*Convened in the Goshen Police & Court Building, 111 East Jefferson St., Goshen, Indiana*

**Present:** Deputy Mayor Mark Brinson, Mike Landis, Orv Myers and Barb Swartley  
**Absent:** Mary Nichols

**CALL TO ORDER:** Deputy Mayor Brinson called the meeting to order at 4:02 p.m. The Deputy Mayor announced that pursuant to an Executive Order 2026-01 from Mayor Leichy, who was unavailable, he was authorized to act for the Mayor as a Board member. The order was made part of the meeting record (EXHIBIT #1).

**REVIEW/APPROVE MINUTES:** No minutes were available to review and approve.

**REVIEW/APPROVE AGENDA:** Deputy Mayor Brinson presented the agenda as prepared by the Clerk-Treasurer with two additional items: #11, *Legal Department request: Approve the terms and conditions and authorize Mayor Leichy to execute Amendment 2 to the Agreement for Professional Engineering On-Call Consulting Services for the Geographic Information System with Cultivate Geospatial Solutions, LLC on behalf of the City of Goshen and the Goshen Board of Public Works and Safety* and #12, *Legal Department request: Approve the terms and conditions and authorize Mayor Leichy to execute the Agreement with Goshen Fiber Network for fiber services connecting the Police Training Center at 713 East Lincoln Avenue to the network.* Board member Landis made a motion to approve the agenda as amended. Board member Swartley seconded the motion. Motion passed 4-0.

**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**

On behalf of the Goshen Engineering Department, the City solicited sealed bids from contractors for the 2026 Asphalt Paving Package B project (A rebid).

All sealed bids were due by 3:45 p.m. on April 2, 2026 at the Clerk-Treasurer's Office or by 4 p.m. at the Board meeting. The Board was asked to open and announce any bids submitted and refer them to the Engineering Department for review.

Deputy Mayor Brinson asked if there were additional bids to be submitted to the Board. There were no more bids. The Deputy Mayor then announced that the following base bids were received:

- Niblock Excavating, Inc., Bristol, IN: \$5,979,879.30
- Phend & Brown, Inc, Milford, IN: \$6,340,430.99

Landis/Swartley made a motion to forward the bids to the City Engineering Department for review. The motion passed 4-0.

**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**

On behalf of the Police Chief, Clerk-Treasurer Aguirre asked the Board to approve the temporary closure of the 100 block of East Jefferson Street on Friday, May 15, 2026, from 1 p.m. until 5 p.m. He requested the closure to accommodate a ceremony being conducted by the Goshen Police Department in observance of National Police Week, which will take place in front of the Goshen Police Department headquarters.

Aguirre said the ceremony will begin at 4 p.m. and the department was extending an invitation to the public to attend this observance to honor the service and the sacrifice of law enforcement officers.



To ensure the safety of participants and the public, Chief Miller also requested the placement of barricades at each end of the 100 block of East Jefferson Street and "No Parking" signs on the block during the duration of the closure. Landis/Swartley made a motion to approve a temporary closure of the 100 block of East Jefferson Street on Friday, May 15, 2026, from 1 p.m. until 5 p.m., for a National Police Week ceremony as well as street barricades and no parking signs. Motion passed 4-0.

**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**

On behalf of Downtown Goshen Inc., Amanda Rose, Director of First Fridays for Eyedart Creative Studios, asked the Board to approve multiple street and parking space closures for First Fridays from May through July, 2026. To facilitate First Friday activities, in a memo to Board, Rose made the following requests:

**For May 1:** The closure of Main Street between Clinton and Lincoln streets, and the half block of Main Street from Lincoln Street to the alley south from 1 to 11 p.m.; six parking space on the north side of Lincoln Street next to the old Elkhart County Courthouse from 1 to 11 p.m. for First Fridays vendors; eight parking spots on the south side of Clinton Street next to the courthouse, from 1 to 11 p.m., for bus and handicap parking; and a trash trailer with trash cans as indicated on a map provided to City staff.

**For June 5:** The closure of Main Street from Lincoln to Washington streets, from 1 to 11 p.m., and Washington Street from 3rd to 5th streets from 1 to 11 p.m.; snow fencing as noted on a map provided to the City unless the City Council has approved a proposed Downtown Outdoor Refreshment Area (DORA) is approved; and a trash trailer with trash cans as indicated on a map provided to City staff.

**For July 3:** The closure of Main Street from Lincoln to Jefferson streets, from 1 to 11 p.m., and Washington Street from 5th to 3rd streets and Main Street from Clinton to Lincoln street, from 1 to 11 p.m.; all parking spots on the north side of Lincoln Street, next to the courthouse for food trucks; snow fencing as noted on the map provided to City staff unless the City Council has approved a proposed Downtown Outdoor Refreshment Area (DORA) is approved; and a trash trailer with trash cans as indicated on a map provided to City staff.

Rose indicated that businesses on the streets affected by the closures have been informed of the closures. She also requested street barricades and portable fencing.

Board member Landis asked if the parking requests were similar to those in past years and whether there would be sufficient downtown parking. Rose said for some streets, parking will be blocked off starting at 1 p.m. but as vendors start arriving, some people will be allowed to park in spaces in case of mobility issues and for load in as well as for regular business deliveries.

Deputy Mayor Brinson asked if Rose had already requested approval from the County for portable toilets to be placed on the grounds of the old Elkhart County Courthouse. Rose said the County has already given its approval for portable toilets for the May First Friday and she will be requesting approval for the July First Friday.

Landis/Swartley then made a motion to approve the street and parking space closures and barricades for First Friday activities on May 1, June 5 and July 3, 2026 as presented. Motion passed 4-0.

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

Patrick McCauley, the Senior Director of Outside Plant Construction, asked the Board to approve a sidewalk closure for a fiber construction project at 207 North Greene Road. He said his company has received a permit from the Engineering Department and needed the Board's approval for a sidewalk closure prior to the construction start. McCauley said there is a small revision needed to be made for Surf Internet's Goshen Health Project at 207 N Greene Road. He indicated that directional boring to cross Greene Road needs to move slightly north from the original route. This includes 121' bore 1.25" SDR11 Duct from two existing flowerpots.



City Civil Engineer Brad Minnick said the Engineering Department reviewed the plan and is satisfied with it. McCauley said the company is ready to start work as soon as the Board approves the sidewalk closure. He said the work will be completed in less than a day.

Landis/Swartley made a motion to approve the one-day closure of the sidewalk at 207 North Greene Road on either April 6 or April 7, 2026 for a fiber construction project. Motion passed 4-0.

**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**

Kelly Saenz, Manager of the Goshen City Utilities Office, told the Board that the original amount of unpaid final Water/Sewer accounts, for the period through Dec. 30, 2025, was \$6,407.97. Collection letters were sent out and payments of \$2,087.44 were collected.

With the uncollected amount being \$4,320.53, Saenz asked the Board to move the office's uncollected final accounts from active to Collection, Sewer Liens and Write offs for the period. Of the uncollected amounts, \$1,441.41 came from water accounts and \$2,879.12 came from sewer accounts.

Landis/Swartley made a motion to move the Goshen Water and Sewer Office's \$4,320.53 in uncollected finalized accounts for this period from active to Collection, Sewer Liens and Write offs. The motion passed 4-0.

**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**

City Civil Engineer Brad Minnick told the Board that Cortado, 132 South Main Street, has provided a sufficient application for Temporary Outdoor Seating in the Public Right-of-way for 2026.

Minnick said 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.

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

In response to a question from Deputy Mayor Brinson, Minnick said the City's outdoor seating requests are seasonal and only granted for a year. The Deputy Mayor thanked the Engineering Department and City Director of Public Works & Utilities Dustin Sailor for creating this application process and establishing consistent guidelines. Landis/Swartley made a motion 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 Oct. 30, 2026. Motion passed 4-0.

**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**

City Civil Engineer Brad Minnick told the Board that the Fold, at 219 South Main Street, has provided a sufficient Temporary Outdoor Seating in the Public Right-of-way application for 2026. Because the business intends to use the alley for their outdoor seating area, it secured a letter of support from the adjoining neighbor.

Minnick said the Fold's outdoor seating 2026 setup is the same as 2025, and the City is unaware of any complaints regarding last year's outdoor seating.

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



Landis/Swartley made a motion to permit The Fold 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 October 30, 2026. The motion passed 4-0.

**8) Engineering Department request: Approve Change Order No. 1 for the North Goshen Service Line & Utility Upgrades project, as a zero-dollar Change Order to allow the separate payment of electrical grounding work** City Civil Engineer Brad Minnick said 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. He said this is because of the removal of galvanized piping, which serves as the electrical ground in many older houses.

Minnick said 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.

Minnick said no cost or time is being added to the contract as a result of Change Order No. 1.

Board member Landis asked if the Board would need to approve a Change Order for the electrical work. Minnick said the work will be done in advance and at no added costs.

Landis/Swartley made a motion 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. Motion passed 4-0.

**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**

City Director of Public Works & Utilities Dustin Sailor said that on Oct. 31, 2024, the Board approved the drainage plan for the Crossing Subdivision, Phases 2 and 3. He said that approval was based on the construction drawings and grading plans submitted by the developer's design consultant, Abonmarche Consulting.

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

Sailor said that 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.

Sailor said 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.

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

Because the approved drainage plan was predicated on specific site elevations and grading assumptions, Sailor said 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

Sailor said at this time, the City cannot confirm that the subdivision continues to function in accordance with the drainage plan approved on Oct. 31, 2024.



Due to the material deviation from the approved grading and drainage design, Goshen Engineering recommended that the Board formally withdraw the drainage plan approval previously granted on Oct. 31, 2024, for the Crossing Subdivision, Phases 2 and 3. Sailor said withdrawal of the drainage approval would:

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

Sailor said once a revised plan accurately reflects existing and proposed site conditions is reviewed and approved by City staff, the plan will be returned to the Board for reconsideration and approval.

Sailor concluded his presentation by stating, "We are not in any way trying to restrict the development of this. We want to see this move forward. We just want to make sure that it's proceeding in a way that causes no harm to the potential home buyers, and any existing homeowners. And just some additional background, Redevelopment participated heavily in this development with an investment of over a million dollars. We created stormwater improvements all along that east side of the development. So, we have a vested interest in stormwater drainage."

Deputy Mayor Brinson asked if City staff has had spoken with the builder, D.R. Horton, about this issue. Sailor said the builder is aware of the City's concerns, has reached out to a local engineering firm which is preparing plans to submit to the City. He added that the selected company is checking if the drainage plan is still viable.

Board member Landis asked if actual site developer and builder would have been given the drainage plan. Sailor said the drainage plan was fairly detailed and assumed a certain type of development which was changed, Sailor said "The current developer that owns the lots is intending to have the homes on slab. And so, one may have gone in, put a basement in, and had excess fill to build up. That's not what's going to happen out there. So, this developer came in and says, 'You know, I couldn't start out with a new housing development for slabs with the low grade as it was established by the original developer. I don't necessarily disagree with what they're doing, just we're not sure what the ultimate plan is.'"

Board member Landis said that if the Board withdrew approval of the drainage plan and that stopped the project he would "want to be comfortable with the fact that somebody should have known before now (of this possibility)."

Deputy Mayor Brinson said the City had no conversations with the builder about the site changes. Sailor said, "We had a pre-construction meeting with this developer well in advance of winter, and at no point during that pre-construction meeting did we have a discussion about raising all these lots up."

Sailor said, "I believe the first time that we were made aware of it was when the neighbor said, 'Hey, I'm looking out my back window, and there's a wall of soil, and it's eroding down.'"

In response to a question from Board member Landis, Sailor said the road and the utilities have remained at the elevations that were approved and only the lots have been affected by the addition of fill soil.

As for the process moving forward, Sailor said the drainage plan will need to be revised to address the new elevations, the Engineering Department will review the revised plan and if acceptable, the Board will be asked to reinstate the drainage plan.

Deputy Mayor Brinson said project would not be delayed for long. Sailor agreed.

Afterward, Landis/Swartley made a motion to withdraw the drainage plan approval for the Crossing Subdivision, Phases 2 and 3, originally approved on Oct. 31, 2024, pending submission and approval of a revised grading and drainage plan. Motion passed 4-0.

#### 10) Engineering Department notification of Norfolk Southern Railroad track closures in mid-April 2026

City Engineering Project Manager Andrew Lund told the Board the City received notice that Norfolk Southern is planning to close various railroad crossings starting between the middle to latter part of April 2026.

Lund said each of the crossings at Peddlers Village Road, First Street, East Lincoln Avenue and East Monroe Street are expected to be closed to traffic over three to four days. Another railroad crossing may be added.



Lund said Engineering staff have been in communication with the railroad's safety contractor and Norfolk Southern to emphasize the need to avoid concurrent closures at East Lincoln Avenue and East Monroe Street. He said Norfolk Southern has agreed to that request. And each crossing will only be closed for about three days. This was an information item, so there was no Board action.

*The following item was added to the agenda. Before the meeting, the City Legal Department provided the Board with a one-page memorandum, dated April 2, 2026, as well as a Memorandum of Understanding and related documents (EXHIBIT #2).*

**11) Legal Department request: Approve the terms and conditions and authorize the Deputy Mayor to execute Amendment 2 to the Agreement for Professional Engineering On-Call Consulting Services for the Geographic Information System with Cultivate Geospatial Solutions, LLC on behalf of the City of Goshen and the Goshen Board of Public Works and Safety**

Shannon Marks, the Legal Compliance Administrator for the City Legal Department, said the City and Cultivate Geospatial Solutions, LLC (CGS) entered into an Agreement dated April 24, 2024, for CGS to provide on-call GIS program management services. Amendment 2 is to renew the Agreement for a one-year term.

Landis/Swartley made a motion to approve the terms and conditions and authorize the Deputy Mayor to execute Amendment 2 to the Agreement for Professional Engineering On-Call Consulting Services for the Geographic Information System with Cultivate Geospatial Solutions, LLC on behalf of the City of Goshen and the Goshen Board of Public Works and Safety. The motion passed 4-0.

*The following item was added to the agenda. Before the meeting, the City Legal Department provided the Board with a one-page memorandum, dated April 2, 2026, as well as a Memorandum of Understanding and related documents (EXHIBIT #3).*

**12) Legal Department request: Approve the terms and conditions and authorize Deputy Mayor Brinson to execute the Agreement with Goshen Fiber Network for fiber services connecting the Police Training Center at 713 East Lincoln Avenue to the network**

Shannon Marks, the Legal Compliance Administrator for the City Legal Department, said provided to the Board for its approval and authorization for Mayor Leichty to execute was an agreement with Goshen Fiber Network for fiber services connecting the Police Training Center at 713 East Lincoln Avenue to the network.

Marks said this Agreement increases the network speed from 100 MB to 200 MB and will replace the current agreement executed Sept. 26, 2024. The agreement is for a term of three years, and the cost for the services is maintained at \$185 per month.

Deputy Mayor Brinson said he was impressed that the City was able to negotiate an agreement to get better services without a cost increased. "You don't see that often," he said.

Landis/Swartley made a motion to approve the terms and conditions and authorize Deputy Mayor Brinson to execute the Agreement with Goshen Fiber Network for fiber services connecting the Police Training Center at 713 East Lincoln Avenue to the network. The motion passed 4-0.

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

Clerk-Treasurer Richard Aguirre said attached to the memorandum he provided the Board was an Engagement letter agreement with Baker Tilly Advisory Group, LP to provide the City with interim Deputy Clerk-Treasurer services. He said a Baker Tilly Adviser would 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. Aguirre said the cost of the proposed engagement was outlined in the agreement.



Pursuant to this agreement, Aguirre said Baker Tilly will provide the services of Don Rhoads, CPA, 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 with City staff. Under the agreement, Aguirre said Baker Tilly would provide services from a single person instead of à la carte services by numerous professionals.

Aguirre said that Don Rhoads, who lives in California, 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.

Aguirre said 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. Aguirre asked the Board to authorize him to sign the Engagement letter agreement with Baker Tilly for a total not to exceed \$19,500, not counting reasonable and necessary travel expenses. Aguirre said Rhoads is planning to visit the week of April 20.

Board member Landis asked if Rhoads would be living in Goshen during those three months. Aguirre said Rhoads would be visiting Goshen for one week in April and then would be working remotely three days a week.

Aguirre said Mayor Leichty reviewed the agreement, helped interview Rhoads and supports this agreement.

Deputy Mayor Brinson asked if the Legal Department reviewed the agreement. Aguirre said it was provided before the meeting.

Deputy Mayor Brinson asked if this was a separate agreement from the City's current agreement with Baker Tilly. Aguirre said it was. City Attorney Stegelmann said the City has a master agreement with Baker Tilly.

Aguirre said this would be a three-month agreement with a possible extension. However, he said increased efforts would be made to hire a new Deputy Clerk-Treasurer with some new recruitment enticements. He said he also may ask the City Council to raise the salary of the position to attract more applicants.

Board member Landis suggested a condition of approval that the City Attorney review the agreement before it is signed.

Landis/Swartley then made a motion to 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 of the agreement contingent on the approval by the City Legal Department. The motion passed 4-0.

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

Deputy Mayor Brinson opened Privilege of the Floor at 4:46 p.m.

City Civil Engineer Brad Minnick provided the Board with an update on the timing of road closures by NIPSCO that were approved March 12 by the Board to replace five utility poles and related equipment, including conductors and wires, on various streets. Minnick said NIPSCO has pinned down the one- or two-day road closure dates for the pole replacements throughout the City and they will be posted on the City's road closure website. He said he wanted to make the community aware of this construction activity.



At 4:46 p.m., the Deputy Mayor began consideration of a proposed rehabilitation agreement for an unsafe building order by the City Building Commissioner for 1705 Westplains Drive.

**REHABILITATION AGREEMENT FOR BUILDING COMMISSIONER ORDER:**

**4:00 p.m., April 2, 2026**

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

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

**14) 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)**

**Assistant City Attorney Don Shuler** reminded Board members that the Board, as the City's Unsafe Building Hearing Authority, held a compliance hearing on March 26, 2026 concerning the property at 1705 Westplains Drive, owned by Cecil J. Bontreger.

**Shuler** said at the conclusion of that 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 a receivership. He said the proposed Rehabilitation Agreement had the following terms:

1. A phased rehabilitation schedule requiring the 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 – Sept. 23, 2026
  - Phase 3 – Units 9-201, 9-202, 9-301, 9-302 – Dec. 22, 2026
  - Phase 4 – Units 5-101, 5-102, 9-101, 9-102 – March 22, 2027
2. A concurrent obligation requiring the 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, the 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

After outlining the terms of the agreement, **Shuler** said Cecil Bontrager "stopped in my office earlier this week, and he has already signed the agreement, so things are moving forward on his end."

**Board member Landis** asked how the penalty provisions of \$100 per unit per day would relate to the possible receivership if Bontrager fails to comply with the agreement.

**Deputy Mayor Brinson** said Bontreger is waiving his right to object to the receivership if the Board decides to go that direction. **Shuler** said, "I think it depends a little bit on what the status of the violation is when we get there. If it's close, and there's just a few things that should be done in a couple weeks, then obviously it doesn't really make sense to spend the time and resources to go for receivership, where you have that other option for fines."

**Shuler** added that fines "wouldn't be cumulatively stacked and on top of each other."

**There were no further Board questions or comments.**



Landis/Swartley then made a motion to approve the Rehabilitation Agreement as presented for 1705 Westplains Drive. The Motion passed 4-0.

At 4:51 p.m., the Deputy Mayor concluded the Board's consideration of a rehabilitation agreement for an unsafe building order by the City Building Commissioner for 1705 Westplains Drive.

**APPROVAL OF CIVIL & UTILITY CLAIMS**

Deputy Mayor Brinson made a motion to approve Civil City and Utility claims and adjourn the meeting. Board member Landis seconded the motion. *Motion passed 4-0.*

**ADJOURNMENT**

Deputy Mayor Brinson adjourned the meeting at 4:51 p.m.

*EXHIBIT #1: Executive Order 2026-01, which was signed by Goshen Mayor Leichy on April 2, 2026. It stated that Mayor Leichy was unavailable on April 2, 2026 and in her absence Deputy Mayor Mark Brinson was empowered to exercise all duties of the Mayor, including serving as a member of the Board of Public Works & Safety.*


*EXHIBIT #2: A one-page memorandum from the City Legal Department, dated April 2, 2026, as well as a one-page Amendment 2 to Agreement, for agenda item #11, Legal Department request: Approve the terms and conditions and authorize Mayor Leichy to execute Amendment 2 to the Agreement for Professional Engineering On-Call Consulting Services for the Geographic Information System with Cultivate Geospatial Solutions, LLC on behalf of the City of Goshen and the Goshen Board of Public Works and Safety.*


*EXHIBIT #3: A one-page memorandum from the City Legal Department, dated April 2, 2026, as well as a four-page agreement, for agenda item #12, Legal Department request: Approve the terms and conditions and authorize Mayor Leichy to execute the Agreement with Goshen Fiber Network for fiber services connecting the Police Training Center at 713 East Lincoln Avenue to the network.*

APPROVED:

  
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Mayor Gina Leichy



  
Mike Landis, Member

  
Orv Myers, Member

  
Mary Nichols, Member

  
Barb Swartley, Member

ATTEST:

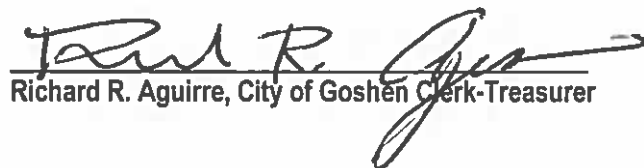
  
Richard R. Aguirre, City of Goshen Clerk-Treasurer

Exhibit #1

**EXECUTIVE ORDER 2026-01**

**Designation of Deputy Mayor Mark Brinson  
as Acting Executive April 2, 2026**

WHEREAS, the undersigned Mayor of the City of Goshen, Indiana will be absent from the City on April 2, 2026;

WHEREAS, Indiana Code § 36-4-5-8 provides that, whenever the executive of a city is absent, or going to be absent, from the city, ill, or injured, the executive may designate the deputy mayor as acting executive, with all the powers of the office;

WHEREAS, the Common Council of the City of Goshen, Indiana established the position of Deputy Mayor when it adopted Ordinance 5093;

WHEREAS, Mark Brinson currently holds the position of Deputy Mayor of the City of Goshen, Indiana; and

WHEREAS, the city executive is a member of the City of Goshen Board of Public Works and Safety under I.C. § 36-4-9-8(c).

NOW THEREFORE, I, Gina Leichty, Mayor of the City of Goshen, do hereby designate Mark Brinson, Deputy Mayor of the City of Goshen, Indiana, as acting executive during my absence from the City of Goshen on April 2, 2026, with all the powers of the office, including those associated with being a member of the City of Goshen Board of Public Works and Safety.

This designation shall expire at the end of the day, April 2, 2026, at which time I will resume my duties as executive of the City of Goshen, Indiana.

By providing a copy of this executive order to the president and to the clerk of the Common Council of the City of Goshen, Indiana, I certify the designation and the expiration of the designation, in accordance with I.C. § 36-4-5-8(b).

Dated this 2<sup>nd</sup> day of April, 2026.

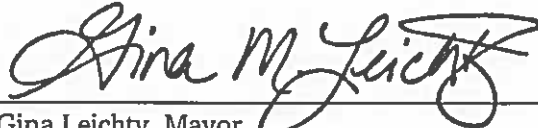
  
Gina Leichty, Mayor

Exhibit #2



**CITY OF GOSHEN LEGAL DEPARTMENT**

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

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

April 2, 2026

To: Goshen Board of Public Works and Safety  
From: Shannon Marks, Legal Compliance Administrator  
Subject: Amendment 2 to Agreement with Cultivate Geospatial Solutions, LLC

The City and Cultivate Geospatial Solutions, LLC (CGS) entered into an Agreement dated April 24, 2024, for CGS to provide on-call GIS program management services. Amendment 2 is to renew the Agreement for a one year term.

**Suggested Motion:**

Move to approve the terms and conditions and authorize Mayor Leichty to execute Amendment 2 to the Agreement for Professional Engineering On-Call Consulting Services for the Geographic Information System with Cultivate Geospatial Solutions, LLC on behalf of the City of Goshen and the Goshen Board of Public Works and Safety.

**AMENDMENT 2**

**Agreement for Professional Engineering On-Call Consulting Services  
for the Geographic Information System**

THIS AMENDMENT is entered into on \_\_\_\_\_, 2026, which is the last signature date set forth below, by and between **Cultivate Geospatial Solutions, LLC** ("CGS"), whose mailing address is 3500 Depauw Blvd., Suite 10815, Indianapolis, IN 46268, and **City of Goshen, Indiana**, a municipal corporation and political subdivision of the State of Indiana acting through the Goshen Board of Public Works and Safety ("City").

**RECITALS**

- (A) City and CGS entered into an Agreement on April 24, 2024, for CGS to provide on-call GIS program management services, and executed an Amendment on April 25, 2025, to renew the Agreement for a one year term.
- (B) The parties wish to renew the Agreement for a one year term.
- (C) Any modification or amendment to the terms and conditions of the Agreement shall be made in writing and signed by both parties.

In consideration of the terms, conditions, and mutual covenants to be kept and performed under the original Agreement, and under the terms, conditions, and mutual covenants of this Amendment, the parties agree as follows:

**SECTION 1. Effective Date; Renewal Term.**

- (A) The Amendment shall become effective on the day of execution and approval by both parties.
- (B) The Agreement shall be renewed for a one (1) year term. The renewal term shall be from April 1, 2026, through March 31, 2027.

**SECTION 2. Original Agreement**

In all respects, all other provisions of the original Agreement not affected by this Amendment shall remain in full force and effect.

**SECTION 3. Authority to Execute**

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

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

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

**Cultivate Geospatial Solutions, LLC**

\_\_\_\_\_  
Gina M. Leichy, Mayor

By:  \_\_\_\_\_

Printed: Doug Lynch, GISP

Title: Principal Government Solutions

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

Date Signed: 03/25/2026

*Exhibit #3*



**CITY OF GOSHEN LEGAL DEPARTMENT**

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

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

April 2, 2026

To: Goshen Board of Public Works and Safety  
From: Shannon Marks, Legal Compliance Administrator  
Subject: Agreement with Goshen Fiber Network

Attached for the Board's approval and authorization for Mayor Leichy to execute is an Agreement with Goshen Fiber Network for fiber services connecting the Police Training Center at 713 East Lincoln Avenue to the network. This Agreement increases the network speed from 100 MB to 200 MB, and will replace the current Agreement executed September 26, 2024. The Agreement is for a term of three years, and the cost for the services is maintained at \$185 per month.

**Suggested Motion:**

Move to approve the terms and conditions and authorize Mayor Leichy to execute the Agreement with Goshen Fiber Network for fiber services connecting the Police Training Center at 713 East Lincoln Avenue to the network.



*A DIVISION OF NEW PARIS TELEPHONE INC.*

**METRO FIBER NETWORK SERVICES PROPOSAL  
VLAN POINT TO POINT CIRCUIT**

FOR

**CITY OF GOSHEN**

713 E Lincoln Ave.  
Goshen, IN 46528

PHONE: NA

PROPOSAL:

COG3

PREPARED BY:

Steven S Edwards

DATE:

March 17, 2026

This quote is good for 10 business days starting **March 17, 2026**

**Proposal No: COG3**

**200 MB SYMMETRICAL POINT-TO-POINT TRANSPORT – 3-YEAR TERM**

Line	Qty	Description/Item	NON-RECURRING		MONTHLY RECURRING	
			Per Item	Subtotal	Per Item	Subtotal
<b>POINT TO POINT TRANSPORT SERVICES</b>						
1	1	Node Access			\$ 50.00	\$ 50.00
2	1	200 MB Symmetrical Transport Circuit			135.00	135.00
<b>HARDWARE/INSTALLATION FEES</b>						
3	2	Site Upgrade	NC	NC		
		<b>TOTAL</b>		NC		\$ 185.00

This quote is good for 10 business days starting **March 17, 2026**

**Proposal No: COG3**

## **T E R M S   O F   A G R E E M E N T**

### **Detail of Services**

- 1) **The City of Goshen to have an Ethernet handoff at both ends for the supplied NON-INTERNET VLAN transport circuit.**
- 2) **The GFN to supply equipment for said Ethernet handoff in the facility of their choice that is already on the GFN network. The Municipal Building would seem like a logical location for said hand off.**
- 3) Customer is responsible for all equipment network or otherwise beyond the termination point(s) installed by the Goshen Fiber Network.
- 4) This quote is for services included herein, and for the term selected on the signature page. Prices include all access charges and surcharges; **EXCLUDING SALES TAX**. This agreement, over its term may reflect a change in the tax rate and the customer will be responsible for those taxes regardless if the tax rate were to go up or down during the term.
- 5) We will provide installation and support of our own equipment. We will provide you with voice and data services support, wherein the request for support involves our services, and/or the request is within the scope of our business or service offerings.
- 6) We will provide pertinent information to you or your vendor in order to make our data services function properly. This may include username and password information when appropriate, IP information when appropriate, and any other configuration information that we deem necessary or appropriate.
- 7) We do not support the hardware/software of another vendor.

### **Design and Implementation Fee**

- 8) See line #3.

### **Security & Privacy Issues**

- 9) We are a service provider. We recommend that you discuss your computing environment, network structure and network security with your hardware/software vendor, or internal IT/MIS personnel.
- 10) We will put forth our best effort to maintain our underlying network security for data systems, services, and any associated customer information. Under no circumstances do we sell, advertise, or solicit for sale our customer lists, customer addresses, telephone or contact information

### **Installation Schedule**

- 11) Immediate.

### **Billing**

- 12) The Goshen Fiber Network bills for services 12 months in advance. Your initial billing will include installation fees, prorated service charges for first month beginning on in-service date, and service charges for one month in advance.
- 13) Under the terms of this agreement, pricing is subject to change. However, we guarantee that your monthly recurring charges as proposed on this agreement will not increase during the term of this contract

### **Term**

- 14) The term of this agreement shall commence upon execution of this document. The agreement shall continue for the term option selected on the signature page of this document.

### **Termination**

- 15) Once the term of this agreement has been fulfilled, you may cancel service upon providing 30 days written notice of their intent to do so and pay no cancellation fee.

This quote is good for 10 business days starting **March 17, 2026**

**Proposal No: COG3**

**T E R M S   O F   A G R E E M E N T**

**Early Termination**

16) The Goshen Fiber Network will charge an early termination fee if the customer terminates services provided by us, with or without written notice, prior to the expiration of the contract term. If the service is terminated prior to the end of the term, the customer will be obligated to pay one-half of the normal monthly recurring billing for remainder of the unfulfilled term, plus; a \$600 fee for any failure to return customer premise equipment installed by the Goshen Fiber Network. The Goshen Fiber Network will coordinate the removal of equipment with the customer, so the \$600 equipment fee will be waived as long as the customer works with the Goshen Fiber Network to coordinate the removal. As an example, a customer working with GFN on equipment removal and having 6 months remaining on a 24 month contract which bills \$800 per month will see an early termination penalty of \$2400 (6 months multiplied by \$800 per month multiplied by 1/2).

**Default**

17) You shall be deemed to be in default under this agreement upon any failure to pay any amount due within thirty (30) days after the same shall be due; upon the occurrence of a default, we may, at our option with 14 days prior written notice to you, terminate all services being provided under this agreement.

**Additional Information**

- 18) Feel free to contact me if you have any other questions on this proposal, or if there are any modifications that you require.
- 19) By execution of this Agreement, GFN and the City of Goshen mutually agree to terminate the September 26, 2024 Agreement for Proposal No. COG2.

Best Regards,



Steven S Edwards  
Executive Vice President  
Goshen Fiber Network

**Proposal No. COG3**

I have read and understand the terms and conditions of this proposal, and hereby authorize this work as outlined for:

Terms 3 Year Term

Accepted By: \_\_\_\_\_

Print Name: \_\_\_\_\_ Date: \_\_\_\_\_

