



**CITY OF GOSHEN BOARD OF PUBLIC WORKS & SAFETY
MINUTES OF THE JULY 9, 2026 MEETING
*Convened in the Goshen Police Building, 111 East Jefferson St., Goshen, Indiana***

Present: Mayor Gina Leichty, Mike Landis, Mary Nichols, Orv Myers and Barb Swartley
Absent: None

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

Clerk-Treasurer Richard R. Aguirre made the following announcement: "At 3:30 p.m. today, July 9, 2026, in this room, the Board of Public Works & Safety held an Executive Session. It was held pursuant to the provisions of the Open Door Law and Indiana Code 5-14-1.5-6.1(b)(9). The Executive Session was held to discuss employment matters of an individual City of Goshen employee. No other subject matter was discussed. I've made this announcement because State law requires an announcement of the convening of an Executive Session at the next Regular meeting following that Executive Session. Thank you."

REVIEW/APPROVE AGENDA: Mayor Leichty presented the agenda as prepared by the Clerk-Treasurer with the addition of new agenda item #9, *Approve and authorize Mayor Leichty to execute the attached Agreement with ExperiGreen Lawn Care for Lawn Treatments at Various Locations Around City of Goshen* and #10, *Authorize the Mayor to sign the attached INDOT 2024-2 Community Crossings Matching Grant Close Out letter and the deletion of original agenda item #9, Legal Department/Police Department request: Consider a Goshen Police Department Personnel Matter*. Board member Barb Swartley made a motion to approve the agenda as amended. Board member Mike Landis seconded the motion. The motion passed 5-0.

1) Bid opportunities: Open bids received from contractors for the River Race Drive Reconstruction project, read the Total Base Proposal amount and refer the bids to the Engineering Department

On behalf of the Goshen Engineering Department, the City solicited sealed bids from contractors for the River Race Drive Reconstruction for the ROW on the Millrace project.

This project includes, but is not limited to, demolition of existing concrete sidewalks and curbs, bituminous pavement, and utility infrastructure. Additionally, the installation of new concrete curb and sidewalk, pavement surface improvements, storm drainage systems, water utility services, and right-of-way restoration.

All sealed bids were due by 3:45 p.m. on July 9, 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, read aloud the Total Base Proposal amount and refer the bids to the Engineering Department for review.

Mayor Leichty asked if there were additional bids to be submitted to the Board. There were none. The Mayor then announced that the following bids were received:

- Niblock Excavating, Inc., Bristol, IN: base proposal, \$489,437.50; alternative number #1, \$36,100
- Rieth-Riley Construction Co., South Bend, IN: base proposal, \$530,793.00, alternative number #1, \$58,797.00

Swartley/Landis made a motion to forward the bids to the City Engineering Department for review. The motion passed 5-0.

2) Fire Department request: Approve the promotions of Roy Thomas, Jordan Yoder, Konnor Cabe, Morgan Dyer, and Christian Roman from the rank of Probationary Private to the rank of Private 1st Class with the Goshen Fire Department, effective July 11, 2026



City Fire Chief Anthony Powell asked the Board to approve the promotion of the following Probationary Privates to the position of Private 1st Class Firefighter with the Goshen Fire Department, effective July 11, 2026.

- Roy Thomas
- Jordan Yoder
- Konnor Cabe
- Morgan Dyer
- Christian Roman

Chief Powell said these individuals "have been a tremendous addition to the Goshen Fire Department. They consistently demonstrate integrity, dedication, and a strong commitment to service. Their conduct and performance reflect the values of our department and leave a positive legacy within the community we serve."

Swartley/Landis made a motion to approve the promotions of Roy Thomas, Jordan Yoder, Konnor Cabe, Morgan Dyer, and Christian Roman from the rank of Probationary Private to the rank of Private 1st Class with the Goshen Fire Department, effective July 11, 2026. Motion passed 5-0.

After the promotions were approved, Mayor Leichty swore into office Roy Thomas, Jordan Yoder, Konnor Cabe, Morgan Dyer, and Christian Roman as Privates 1st Class with the Goshen Fire Department.

3) Fire Department request: Accept the resignation of Firefighter/Paramedic Joshua Hite from the Goshen Fire Department, effective July 10, 2026

City Fire Chief Anthony Powell asked the Board to accept the resignation of Firefighter/Paramedic Joshua Hite from the Goshen Fire Department, effective July 10, 2026.

Chief Powell said Firefighter/Paramedic Joshua Hite submitted the following letter of resignation:

"Please accept this as my formal resignation from my position as a Firefighter with the Goshen Fire Department. July 9, 2026, will be my last shift, as I have accepted a position with the Whitestown Fire Department.

"I am grateful for the opportunity to have served with the department over the past three years. It has been an honor to work alongside dedicated firefighters, paramedics, and staff who share a commitment to protecting and serving the community. The experiences, training, and relationships I have gained during my time with the Goshen Fire Department have been invaluable, both personally and professionally.

"I appreciate the support, guidance, and opportunities for growth that I have received throughout my service. I am proud of the work we have accomplished and thankful to have been part of such an important organization.

"I will do everything I can to ensure a smooth transition during my departure. Thank you again for the opportunity to serve the citizens of Goshen and to be part of the department. I wish the entire department continued success."

On behalf of the Goshen Fire Department, Chief Powell said, "I would like to express our sincere appreciation to Firefighter/Paramedic Hite for his dedicated service to our department and the citizens of Goshen. We thank him for his professionalism, commitment, and contributions over the past three years, and we wish Joshua and his family continued success and happiness as he begins this next chapter of his career."

Swartley/Landis made a motion to accept the resignation of Firefighter/Paramedic Joshua Hite from the Goshen Fire Department, effective July 10, 2026. Motion passed 5-0.

4) Legal Department/Police Department request: Move to approve the terms and conditions and ratify the execution of the Goshen Police Department Conditional Offer of Employment Agreements with: Gavin Ethan Guajardo, dated Dec. 29, 2025; Tyler Allen Haigh, dated Dec. 29, 2025; Brayden David Hinkel, dated Dec. 29, 2025; Timothy Joseph Hunter, dated June 17, 2025; and Victor Jonathan Reyes, dated Dec. 29, 2025

City Attorney Bodie Stegelmann said conditional offers of employment and agreements were extended on behalf of the Board of Public Works and Safety to the following officers:



- Gavin Ethan Guajardo, dated Dec. 29, 2025; vote 5-0
- Tyler Allen Haigh, dated Dec. 29, 2025;
- Brayden David Hinkel, dated Dec. 29, 2025;
- Timothy Joseph Hunter, dated June 17, 2025; and
- Victor Jonathan Reyes, dated Dec. 29, 2025

Stegelmann recommended that the Board approve the terms and conditions and ratify the execution of the Conditional Offer of Employment Agreements with the officers.

Swartley/Landis made a motion to approve the terms and conditions and ratify the execution of the Goshen Police Department Conditional Offer of Employment Agreements with: Gavin Ethan Guajardo, dated Dec. 29, 2025; Tyler Allen Haigh, dated Dec. 29, 2025; Brayden David Hinkel, dated Dec. 29, 2025; Timothy Joseph Hunter, dated June 17, 2025; and Victor Jonathan Reyes, dated Dec. 29, 2025. Motion passed 5-0.

5) Police Department request: Approve the hiring of Gavin Guajardo, Tyler Haigh, Brayden Hinkel, Timothy Hunter, and Victor Reyes as Probationary Police Officers, retroactive to Monday, July 6, 2026

Police Chief Andy Stephenson asked the Board to approve the hiring of Gavin Guajardo, Tyler Haigh, Brayden Hinkel, Timothy Hunter, and Victor Reyes as Probationary Police Officers, retroactive to Monday, July 6, 2026. Chief Stephenson said "all the candidates have successfully completed the hiring process and have been approved by the local and state pension boards. He added, We are excited for all of them to begin serving the residents of the City of Goshen."

Swartley/Landis made a motion to approve the hiring of Gavin Guajardo, Tyler Haigh, Brayden Hinkel, Timothy Hunter, and Victor Reyes as Probationary Police Officers, retroactive to Monday, July 6, 2026. The motion passed 5-0.

After the approvals, Mayor Leichty swore in Gavin Guajardo, Tyler Haigh, Brayden Hinkel, Timothy Hunter, and Victor Reyes as Probationary Police Officers.

6) Dee and Tom Albrecht request: Approve the partial closure of a portion of the 900 block of Plymouth Avenue, at 7th Street, for a driveway demolition and replacement

Tom Albrecht of 902 South 7th Street said he is having a new driveway installed at his home. The driveway entrance widened by three feet to match a new sidewalk. He said the project will involve removing the old sidewalk one day and installing a new driveway the next day.

Albrecht said the project was approved by City Engineering Department last summer during the 2025 road work and sidewalk improvements on Plymouth Avenue.

Albrecht said this work is currently being scheduled for August 2026 with Bontrager Concrete of Nappanee and will take place over two days. Each day would involve closing the street for 2-4 hours during the midday.

In response to a question from Board member Landis, Albrecht clarified the lane closures. Street Commissioner David Gibbs and the Mayor Leichty also discussed how the closure could be facilitated by the City.

Swartley/Landis made a motion that, for the installation of a new driveway, to approve the partial closure of Plymouth Avenue for no more than two hours on one day during the first or second week of August, and that barricades for the closure be picked up at the City Street Department and returned, and that the residents call police dispatch before the closure. Motion passed 5-0.

7) Signtech Sign Services request: Approve the replacement of an existing sign in the City's right of way for the Light of World Church of God, 520 South Third Street

Todd C. Lehman of Signtech Sign Services of Goshen requested the refacing and updating of a sign in the City's right-of-way for the Light of World Church of God, 520 South Third Street.



In a memorandum to the Board, Lehman said the sign has been in the location for many years and the company that placed the sign did not seek permission for its placement in the right of way. Lehman indicated he was making the request for Pastor Melvin and Felicia Wallace to reface the existing sign with new sign panels that would have the same exact dimensions and shape as the existing sign, but with the new Light of the World logo.

He provided a rendering of before and after pictures of the sign, as well as the Utility report that was sent by the public utility company.

Swartley/Landis made a motion to approve allowing the sign at 520 South Third Street to remain in the public right of way after it is refaced. Motion passed 5-0.

8) Legal Department request: Approve and authorize the Mayor to execute Amendment No. 3 to the Contract for Solid Waste Collection Services with Waste Management of Indiana, LLC

City Attorney Bodie Stegelmann recommended that the Board approve and authorize the Mayor to execute Amendment No. 3 to the Aug. 10, 2022 contract with Waste Management of Indiana, LLC for Solid Waste Collection Services.

Stegelmann said Waste Management provides transport of City-owned roll-off containers to the landfill for the WWTP and provides roll-off containers and transport of waste to the landfill for other City projects and events.

Effective Nov. 1, 2026, the contract unit rates will increase by 2.8% which reflects the annual percentage change in the Consumer Price Index for the previous calendar year.

Swartley/Landis made a motion to approve and authorize the Mayor to execute Amendment No. 3 to the Contract for Solid Waste Collection Services with Waste Management of Indiana, LLC. Motion passed 5-0.

9) Approve and authorize Mayor Leichty to execute the attached Agreement with ExperiGreen Lawn Care for Lawn Treatments at Various Locations Around City of Goshen

City Attorney Bodie Stegelmann, recommended that the Board approve and authorize Mayor Leichty to execute the attached Agreement with ExperiGreen Lawn Care for Lawn Treatments at Various Locations Around City of Goshen.

Stegelmann said this will be a three-year contract (2026-2028) with pricing locked in for all three years. The agreement includes the locations and amount for each treatment per location. He said there will be four treatments per year for each location.

Board member Landis asked for a clarification on the locations and frequency of treatments. City Superintendent of Parks & Recreation Tanya Heyde said there could do treatments in between if needed at some of the more visible City properties.

Board member Landis asked if the contract included all City properties or just ones selected. Heyde said, "This agreement combined some of the City properties that were before now receiving treatment, Fire Department, some of the Park properties, and then some of the downtown buildings. This agreement combines all of those into one."

Swartley/Landis made a motion to approve and authorize Mayor Leichty to execute the attached Agreement with ExperiGreen Lawn Care for Lawn Treatments at Various Locations Around City of Goshen. The motion passed 5-0.

NOTE: Before the meeting, the City Legal Department distributed to Board members a one-page memorandum, dated July 9, 2026, a nine-page agreement and Exhibit A, a 15-page document with City locations for annual lawn treatment, for new agenda item #9, *Approve and authorize Mayor Leichty to execute the attached Agreement with ExperiGreen Lawn Care for Lawn Treatments at Various Locations Around City of Goshen. (EXHIBIT #1).*



10) Engineering Department request: Authorize the Mayor to sign the INDOT 2024-2 Community Crossings Matching Grant Close Out letter

City Civil Engineer Brad Minnick said the City of Goshen was a 2024 recipient of an Indiana Department of Transportation (INDOT) Community Crossings Matching Grant (CCMG) funds. He said the project has been completed and final paperwork for CCMG closeout needs to be completed and returned to INDOT, including a letter to INDOT which requires the Mayor's signature.

The Engineering Department asked the Board to authorize the Mayor to sign the 2024-2 CCMG Close Out letter.

Swartley/Landis made a motion to authorize the Mayor to sign the attached INDOT 2024-2 Community Crossings Matching Grant Close Out letter. Motion passed 5-0.

NOTE: Before the meeting, the City Engineering Department distributed to Board members a one-page memorandum, dated July 9, 2026, and a two-page letter to the Indiana Department of Transportation to be signed by Mayor Leichty for new agenda item #10, *Engineering Department request: Authorize the Mayor to sign the INDOT 2024-2 Community Crossings Matching Grant Close Out letter (EXHIBIT #2).*

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

Mayor Leichty opened Privilege of the Floor at 4:44 p.m. There were no comments.

At 4:45 p.m., Mayor Leichty paused the Board of Public Works & Safety meeting and convened a Review/Compliance hearing for a Building Commissioner order.

REVIEW/COMPLIANCE HEARING FOR BUILDING COMMISSIONER ORDERS

4:00 p.m., July 9, 2026

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

11) Unsafe Building hearing: 1006 Zollinger Road, due to identified multiple violations of Goshen City Code as to the current condition of the duplex (J. Bowers, LLC, property owner)

At 4:45 p.m., Mayor Leichty convened a review hearing on 1006 Zollinger Road, due to multiple violations of Goshen City Code as to the current condition of the duplex (J. Bowers, LLC, property owner)

BACKGROUND:

In a July 9, 2026 memorandum, Assistant City Attorney Don Shuler informed the Board that a hearing would be held before the Board to consider an Order of the City of Goshen Building Commissioner that was issued on June 12, 2026 for the property at 1006 Zollinger Road. Specifically, he wrote that the Order "identified multiple violations of Goshen City Code as to the current condition of the duplex structure on the premises and ordered that the duplex be repaired and rehabilitated to bring it into compliance with Goshen City Code within sixty (60) days.

Shuler wrote that The Order of the Building Commissioner was served via certified mail on the property owner – J Bowers, LLC – on June 24, 2026.

Shuler wrote that the hearing was for the purpose of reviewing the Building Commissioner's Order. He wrote 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. Based on the findings the Board could:



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

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

On June 12, 2026, City Building Commissioner Myron Grise issued an **Unsafe Building Enforcement Authority Compliance Order** for 1006 and 1008 Zollinger Road.

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

A. Failure to maintain all facilities, equipment, and utilities in safe working condition, as required by Code§ 6.3.1. I(a).

1. The plumbing system needs repair or replacement by a licensed plumber.
2. The electrical system needs repair or replacement by a licensed electrician.
3. The water heater needs repair or replacement by a licensed contractor.
4. The furnace needs repair or replacement by a licensed contractor.

B. Failure to maintain all foundations, floors, walls, ceilings, and roof in a condition that is reasonably weather tight and rodent proof, and in good repair, as required by Code§ 6.3.1.I(b).

1. There are holes in the walls, floors, and ceilings that must be properly repaired.

Grise further wrote that "The residential structure on the real estate is vacant and not maintained in a manner that would allow human habitation, occupancy, or use under the requirements of Goshen City Code. Before the dwelling(s) may be occupied or let for occupancy, it must, among other requirements, be brought into compliance with the minimum standards for occupancy, including heating facilities capable of safely and adequately heating all habitable rooms under Code§ 6.3.1.3(e) and the safe location, installation, and maintenance of the water heater under Code § 6.3.1.20). In addition, the interior of the residential structure has trash, debris, and accumulated materials, and the structure is not maintained in a clean and sanitary condition.

"The residential structure on the real estate has not been maintained in a manner that is compliant with the minimum standards for all structures for purposes of health and safety and is therefore unsafe within the meaning of I.C. § 36-7-9-4(a)(5). In addition, the real estate is vacant and not maintained in a manner that would permit human habitation, occupancy, or use under the requirements of Goshen City Code, and is therefore unsafe within the meaning of LC. § 36-7-9-4(a)(6). The residential structure is vacant and has accumulated debris, waste, and other materials within the residential structure that contributes to its deterioration and dilapidated state, rendering it a public nuisance, and is therefore unsafe within the meaning of LC. § 36-7-9-4(a)(4)."

Grise ordered the property owner "to complete the necessary actions and repairs to the residential unit in the structure at the real estate to bring the property into compliance with the minimum housing standards that permit human habitation, occupancy, or use under the Goshen City Building Code and Neighborhood Preservation Ordinance." He was further ordered "to make a substantial beginning toward the action required by this Order within thirty (30) days after notice of this Order is given and to complete all action required by this Order within sixty (60) days after notice of this Order is given."



Grise also informed the property owner that his Order would become final 10 days after notice was given unless he requested a hearing. And he was notified that a hearing would be held before the Board of Public Works and Safety on July 9, 2026 to review – and possibly take action on – the property owner's compliance with his Order.

DISCUSSION AND OUTCOME OF THE COMPLIANCE REVIEW HEARING ON JULY 9, 2026:

At 4:45 p.m., Mayor Leichty convened a review hearing on 1006 Zollinger Road, due to multiple violations of Goshen City Code as to the current condition of the duplex (J. Bowers, LLC, property owner).

Present at the hearing were: Board members Leichty, Landis, Myers, Nichols and Swartley; Assistant City Attorney Don Shuler; City Building Commissioner Myron Grise; and Jeff Bowers, the property owner.

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

Shuler provided a report on the property at 1006 and 1008 Zollinger Road using an 18-slide PowerPoint presentation for the unsafe building enforcement review hearing. The PowerPoint included information about the property, the Building Commissioner's Order, City inspection findings and current conditions and the staff recommendation. (EXHIBIT #3).

Shuler said this property is a two-unit duplex at 1006 and 1008 Zollinger Road and is owned by J. Bowers, LLC of Berne, Indiana. He said City Building Commissioner Grise issued an Order on June 12 finding that the structure is:

- Unsafe under I.C. § 36-7-9-4(a)(5) — fails minimum health/safety standards.
- Unsafe under § 36-7-9-4(a)(6) — vacant and not maintained for lawful occupancy.
- Unsafe under § 36-7-9-4(a)(4) — accumulated debris renders it a public nuisance.
- Has Goshen City Code violations: § 6.3.1.1(a) – failure to maintain facilities/utilities in safe working condition (plumbing, electrical, HVAC, water heater) and § 6.3.1.1(b) – failure to maintain foundations, floors, walls, ceilings, and roof in good repair (holes in walls, floors, and ceilings)

Shuler said Grise's order required:

- Repair to minimum standards permitting lawful occupancy; obtain all permits and inspections.
- Substantial beginning (on repairs) within 30 days of notice.
- Completion within 60 days of notice.
- Board, as Hearing Authority, may affirm, rescind, or modify the Order and its schedule.

Shuler said the property owner was served with Grise's order on June 24, giving him 30 days, or until July 23, to make a substantial beginning on repairs and 60 days, or August 23, for completion. He said the Building Commissioner and property owner would present information to the Board.

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

Grise said he and City Building Inspector Travis Eash visited the property a few months ago. Using photos from the PowerPoint to illustrate his inspection findings, he said the property has the following deficiencies:

- Unit 1006 is filled with abandoned furniture, stored materials, and is not maintained in a clean, sanitary condition.
- There is a lot of garbage, clothing, and debris strewn across the floor, contributing to the deteriorated, dilapidated state of the structure and rendering it a public nuisance.
- There was an opening (between the units of the duplex) so people who were buying a land contract, cut a hole in the wall; they were going to open it up to both sides.
- It is water damaged, with holes in the walls, leaving the structure not reasonably weather-tight, or rodent-proof.



- The bathroom has disconnected fixtures and deteriorated flooring and is not maintained in clean, sanitary or working condition.
- At Unit 1008, the furnace panel was open and the wiring was exposed, and the gas water heater must be assessed and assessed and or replaced; safe heating and water heater installations are required.
- The floor covering was torn, missing, and water stained; floors must be kept in a good repair and reasonable weather tight.
- The ceiling is water-stained from moisture intrusion; the structure is not reasonably weather-tight and the space is not sanitary.
- Walls show failed finishes and holes in the floor coverings; it is deteriorated and otherwise not in good repair.
- Loose and abandoned wiring lies over a rotted, water-damaged floor and the electrical system requires assessment and repair by a licensed electrician with permits.
- Insulation from the floor has fallen into the crawl space and part of the foundation is deteriorated.

Grise summarized the unsafe conditions as follows:

Structural/Weather tight

- Holes in walls, floors & ceilings
- Torn / missing flooring
- Foundation cracks, holes & open vents
- Missing / failed windows

Mechanical and utilities

- Gas water heater — assess/replace
- Furnace / heat supply — assess/replace
- Plumbing not in working order
- Electrical requires licensed repair

Sanitation/nuisance

- Vacant & not habitable
- Accumulated debris & refuse
- Not clean & sanitary
- Public nuisance conditions

Assistant City Attorney Shuler said the Building Department is recommending that the Board:

- Affirm the Building Commissioner's Order of June 12, 2026,
- Retain the compliance schedule — substantial beginning within 30 days and completion within 60 days of notice (notice was given June 24, 2026). This would require completion of repairs by August 23, 2026.
- Schedule a compliance hearing for September 3, 2026.

Mayor Leichty swore in Jeff Bowers, the owner of 1006 and 1008 Zollinger Road, to give truthful and complete testimony.

Bowers said he had been trying to sell the property on contract for almost a year but there were no payments and then the COVID-19 pandemic struck, setting back any progress. He said, "I finally got it back just recently. I've been working and cleaning it up. I removed seven trailers full of garbage out of there, and I'm continuing to clean it up, and I will do all the repairs I can. And I'm looking to sell the property."



Bowers said he is retiring in October and is doing all he can to clean and repair the property but will need more time. Mayor Leichty said August 23, 2026 was the proposed deadline and asked how feasible that was for Bowers based on his current work schedule. Bowers said, "It's not. I'll get it done when I can or get a hold of a realtor or see if I can get it sold before that." He confirmed that he has not shared his plans with Commissioner Grise.

Mayor Leichty reminded Bowers that several notifications were sent to him. Bowers responded, "I didn't realize I was supposed to call. I apologize." The Mayor said, "We're serious when we send those things. We're serious. Okay? We want to work with you."

Bowers said that he was seeking to sell the property but then the contract sale did not proceed. Mayor Leichty thanked Bowers for his acknowledgment and asked how soon he could comply with the Building Commissioner's Order. Bowers said the end of October and he again told the Mayor he would seek to sell the duplex.

Board member Swartley asked if the photos shown to the Board reflected the current condition of the duplex.

Bowers said that since that inspection he has removed "quite a bit of trash, so I think that the inside is completely cleaned out of all the debris and stuff. The floors and walls still need repairs and all that, but as far as all the debris, that's gone. The debris outside is pretty much all gone. I've been mowing, you know, every week or every other week, and maintaining the yard."

Mayor Leichty said cleaning up the outside would make a big difference to the neighbors. Bowers said neighbors have thanked him for his work.

Board member Landis said it was good that debris has been removed and the outside was being maintained.

Board member Landis said some of the other necessary work will require a licensed electrician or plumber or heating contractor and he asked what Bowers intended to do about that.

Bowers said he planned to contact a realtor and determine how much work he needed done before the property was sold. Mayor Leichty told Bowers that Building Department staff members know people who might like to buy the property. She added, "We are here to help, sir." He responded, "That would be appreciated."

Mayor Leichty invited a response about Jeff Bowers' statements from Building Commissioner Grise.

Grise said, "When we first started this, we sent out letters like we normally do – two letters and no answers at all. We showed up for the inspection and we had a warrant. He (Bowers) showed up at that time. We didn't have any communication until then.

"We did our inspection. After that, we didn't hear anything at all. I drove by at least two or three times a week. I had seen what's going on there. It sounds like he did some work I didn't notice inside. We sent letters out again but didn't hear anything. So, we were expecting a call, something. We had zero," Grise said.

"I just talked to him here earlier today. He said he didn't know if he needed to communicate with us. So, I did tell him that I have some people in town that we can communicate with who might be interested in buying it. So, I'm going to communicate with a few that we know and see where they're at."

Grise pointed out that even though Bowers lives out of town, if Bowers works on the property the City could extend the deadline for repairs but not for long because the property has been in a poor condition for a long time.

Mayor Leichty asked Grise what his preferred action on the duplex would be. Grise said selling the duplex because it would be easier for Bowers and "so there's not the inconvenience that he's going to have because to get that work done is going to be time consuming. There's a lot to be done there."

In response to a question from the Mayor, Grise said it wouldn't take much time to make the duplex exterior look presentable, but there will need to be a lot of work inside. Regardless, if Bowers wants to sell the house or wants to coordinate the repairs himself, Grise said it would be important for the Board to take action on his Order and develop a compliance agreement.



"Too many times in the past we didn't pursue it, and then it just got dragged out. And that's been part of our problem with the City. Stuff got dragged out for many, many months and years," Grise said. Mayor Leichty responded, "We're not doing that."

Mayor Leichty said she wanted to move forward to prevent the home for being a target for squatters or a continued problem for the neighborhood. Grise said the duplex is in a good, quiet neighborhood. He added that Assistant City Attorney Shuler could provide guidance on how to proceed.

Shuler said the Building Commissioner's Order has been recorded, so a potential buyer would know about the duplex's status and the pending order and would be bound by it even if there was an ownership change. He said if the Board enters an order today, that order also will be recorded. He also repeated the Board's options.

Mayor Leichty invited comments from Board members.

In response to a question from Board member Nichols, the Mayor said the Board could affirm the Building Commissioner's Order and then modify the time allowed for compliance. The Mayor said, "I don't know how much additional time I want to allow ... to make sure that we're staying on track. But I don't think it would take that long to find somebody to buy the property. Housing is in such demand in this community."

Board member Swartley said it will be up to Bowers to decide "if I'm interested in keeping this property or am I better off fixing it before I put it on the market. I think he should probably engage the services of somebody that can help him with that decision."

Since Bowers has cleaned the outside of the duplex, Board member Swartley recommended that the Board affirm the Building Commissioner's Order and give Bowers additional time and see how that works out.

Mayor Leichty asked Bowers if he was prepared to discuss his intentions and whether he wanted to sell or improve the property. Bowers said, "I want to sell it ... I'll keep working on it until it sells."

Board members discussed the appropriate date to set for compliance – for cleaning of the exterior, for the owner to show substantial progress as well as to complete repairs and the date of the next review hearing. They also discussed the possible sale of the property. City Attorney Bodie Stegelmann also discussed the options.

In discussing the options before the Board, Mayor Leichty said, "I'm trying to ensure progress and collaboration with the City and accountability." Board member Landis added, "And I think that's always what our goal is – for things to move forward and that we don't two months from now see that we're still at the same place."

Mayor Leichty said there also needed to be communication and collaboration with the Building Department.

Assistant City Attorney Shuler said, "I just want to speak to that and this is also so the property owner hears it as well. It's always in the orders when you issue a record of action. If you end up at Sept. 30 and you have a compliance hearing and nothing been done and you find that there's a willful failure to comply ... that is what triggers your ability to issue a civil penalty of up to \$5,000. So that's, I guess for lack of better wording, that's the hammer."

Mayor Leichty said, "We want to encourage good participation."

Board members continued to discuss the appropriate dates for their order.

Board members Swartley and Landis then made a motion to affirm the Building Commissioner's Order of June 12, 2026 and order that the property owner complete the removal of debris and any repairs needed to the exterior of the property by Aug. 9 and by Aug. 23 to make significant progress for the rest of the repairs inside the duplex or a move toward the sale of the property and while this is all happening that the property owner maintain communication with the Building Commissioner and that a compliance review hearing be scheduled for Sept. 3, 2026. The motion passed 5-0.



At 5:16 p.m., Mayor Leichty adjourned the Review/Compliance hearing for the Building Commissioner order and resumed the meeting of the Board of Public Works & Safety.

APPROVAL OF CIVIL CITY AND UTILITY CLAIMS

Mayor Leichty made a motion approve the Civil City and Utilities claims and adjourn the meeting. Board member Swartley seconded the motion. The motion passed 5-0.

ADJOURNMENT

Mayor Leichty adjourned the meeting at 5:17 p.m.

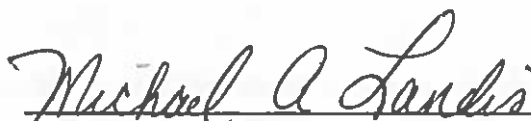
EXHIBIT #1: Before the meeting, the City Legal Department distributed to Board members a one-page memorandum, dated July 9, 2026, a nine-page agreement and Exhibit A, a 15-page document with City locations for annual lawn treatment, for new agenda item #9, Approve and authorize Mayor Leichty to execute the attached Agreement with ExperiGreen Lawn Care for Lawn Treatments at Various Locations Around City of Goshen.

EXHIBIT #2: Before the meeting, the City Engineering Department distributed to Board members a one-page memorandum, dated July 9, 2026, and a two-page letter to the Indiana Department of Transportation to be signed by Mayor Leichty for new agenda item #10, Engineering Department request: Authorize the Mayor to sign the INDOT 2024-2 Community Crossings Matching Grant Close Out letter.

EXHIBIT #3: An 18-slide PowerPoint presentation prepared and presented by City Assistant City Attorney Don Shuler for agenda item #11, Unsafe Building hearing: 1006 Zollinger Road Street, due to identified multiple violations of Goshen City Code as to the current condition of the duplex (J. Bowers, LLC, property owner). The slides included information about the property, the Building Commissioner's Order, City inspection findings and current conditions and the staff recommendation.

APPROVED:



Mayor Gina Leichty

Mike Landis, Member



A black ink signature of Orv Myers, consisting of a large, stylized "O" followed by a horizontal line.

Orv Myers, Member

A black ink signature of Mary Nichols, featuring a stylized "M" and "N" followed by a horizontal line.

Mary Nichols, Member

A blue ink signature of Barb Swartley, featuring a stylized "B" and "S" followed by a horizontal line.

Barb Swartley, Member

ATTEST:

A black ink signature of Richard R. Aguirre, featuring a stylized "R" and "A" followed by a horizontal line.

Richard R. Aguirre, Clerk-Treasurer

Exhibit #1



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.goshen.in.gov

July 9, 2026

To: Board of Public Works and Safety

From: Christina M. Bonham, Paralegal

Subject: Agreement with ExperiGreen Lawn Care for Lawn Treatments at Various Locations Around City of Goshen

It is recommended that the Board approve and authorize Mayor Leichty to execute the attached Agreement with ExperiGreen Lawn Care to allow the City to enter into an Agreement for Lawn Treatments at Various Locations Around City of Goshen.

This is a 3-year contract (2026-2028) with pricing locked in for all 3-years. Please see page 2, section 4 of the Agreement for the locations and amount for each treatment for that location. There will be four (4) treatments per year for each location.

Suggested Motion:

Approve and authorize Mayor Leichty to execute the attached Agreement with ExperiGreen Lawn Care for Lawn Treatments at Various Locations Around City of Goshen.

AGREEMENT WITH EXPERIGREEN LAWN CARE FOR LAWN TREATMENTS AT VARIOUS LOCATIONS AROUND CITY OF GOSHEN

THIS AGREEMENT is entered into on _____, 2026, which is the date of the last signature set forth on the signature page, by and between **ExperiGreen Lawn Care** ("Contractor"), whose mailing address is 3225 Sugar Maple Business Ct, South Bend, IN 46628 and **City of Goshen, Indiana** ("City"), a municipal corporation and political subdivision of the State of Indiana acting through the Goshen Board of Public Works and Safety.

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

Section 1. Component Parts of this Agreement

- (A) This Agreement shall include these terms and conditions, as well as the terms and conditions set forth in Contractor's multiple commercial contracts attached as Exhibit A.
- (B) Any inconsistency or ambiguity in this Contract shall be resolved by giving precedence in the following order:
 - (1) This Agreement, and Amendments; and
 - (2) Contractor's multiple commercial contracts are attached as Exhibit A.

Section 2. Scope of Services

Contractor shall provide City the services for lawn treatment in various locations around the City of Goshen, which services are more particularly described in Contractor's multiple commercial contracts attached as Exhibit A (hereinafter referred to as "Duties"). In the event of any conflict between the terms of this agreement and the terms contained in Contractor's multiple commercial contracts attached as Exhibit A, the terms set forth in this agreement shall prevail.

Section 3. Effective Date; Term

- (A) The agreement shall become effective on the day of execution and approval by both parties.
- (B) Contractor acknowledges that time is of the essence and that the timely performance of its Duties is an important element of this agreement. Contractor shall perform all Duties as expeditiously as is consistent with professional skill and care in the orderly progress of the Duties.
- (C) Contractor shall commence the Duties as soon as receiving notice from Buildings and Grounds and then when rounds of treatment are indicated.
- (D) The agreement shall be automatically renewed under the same terms and conditions for 2026, 2027 and 2028 unless written notice of the intent to terminate the agreement is delivered by either party to the other party at least thirty (30) days before the expiration of the term of the original agreement. However, for 2026 only, since the first treatment was missed, Contractor

will complete the Round 6 treatment. The term of the renewal shall not be longer than the term of the original agreement.

Agreement may be renewed under the same terms and conditions by written amendment of both parties. Either party may provide the other party written notice at least thirty (30) days before the expiration of the original term if either party desires to extend the agreement. The term of the renewal shall not be longer than the term of the original agreement.

Section 4. Compensation

City agrees to compensate Contractor as follows for performing Duties:

204 E. Jefferson (Annex).....	Each Treatment \$77.00
202 S. 5 th St. (City Hall)	Each Treatment \$56.00
308 Egbert Rd. (Elkhart Township Fire).....	Each Treatment \$52.00
201 S. 22 nd St. (Elkhart Township Fire).....	Each Treatment \$56.00
209 N. 3 rd St. (GFD Central)	Each Treatment \$52.00
1203 College Ave. (GFD Station 3)	Each Treatment \$82.00
1728 Reliance Rd. (GFD Station 4)	Each Treatment \$99.00
601 S. 5 th St. (Goshen Library)	Each Treatment \$46.00
524 E. Jackson St.	Each Treatment \$46.00
111 E. Jefferson St. (Police Dept.).....	Each Treatment \$65.00
Pringle Park	Each Treatment \$812.00
Rogers Park	Each Treatment \$188.00
Shanklin Park	Each Treatment \$370.00
203 S. 5 th St. (Utilities Office).....	Each Treatment \$52.00
108 Dewey Ave. (West Goshen Neighborhood)	Each Treatment \$46.00

Section 5. Payment

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

City of Goshen
c/o Goshen Parks Department
410 W. Plymouth Ave
Goshen, IN 46526
Email is also acceptable at kevinvoder@goshencity.com

- (C) Provided there is no dispute on amounts due, payment will be made to Contractor within forty-five (45) days following City's receipt of a detailed invoice for all Duties satisfactorily completed. If any dispute arises, the undisputed amount will be paid. Payment is deemed to be made on the date of mailing the check.
- (D) Contractor is required to have a current W-9 form on file with the Goshen Clerk-Treasurer's Office before City will issue payment.

Section 6. Ownership of Documents

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

Section 7. Licensing/Certification Standards

Contractor certifies that Contractor possesses and agrees to maintain any and all licenses, certifications, or accreditations as required for the services provided by Contractor pursuant to this agreement.

Section 8. Independent Contractor

- (A) Contractor shall operate as a separate entity and independent contractor of the City of Goshen. Any employees, agents or subcontractors of Contractor shall be under the sole and exclusive direction and control of Contractor and shall not be considered employees, agents or subcontractors of City. City shall not be responsible for injury, including death, to any persons or damages to any property arising out of the acts or omissions of Contractor and/or Contractor's employees, agents or subcontractors.
- (B) Contractor understands that City will not carry worker's compensation or any other insurance on Contractor and/or Contractor's employees or subcontractors.
- (C) Contractor is solely responsible for compliance with all federal, state and local laws regarding reporting of compensation earned and payment of taxes. City will not withhold federal, state or local income taxes or any other payroll taxes.

Section 9. Non-Discrimination

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

Section 10. Employment Eligibility Verification

- (A) Contractor shall enroll in and verify the work eligibility status of all Contractor's newly hired employees through the E-Verify program as defined in Indiana Code § 22-5-1.7-3. Contractor is not required to participate in the E-Verify program should the program cease to exist. Contractor is not required to participate in the E-Verify program if Contractor is self-employed and does not employ any employees.
- (B) Contractor shall not knowingly employ or contract with an unauthorized alien, and contractor shall not retain an employee or continue to contract with a person that the Contractor subsequently learns is an unauthorized alien.
- (C) Contractor shall require their subcontractors, who perform work under this contract, to certify to the Contractor that the subcontractor does not knowingly employ or contract with an unauthorized alien and that the subcontractor has enrolled and is participating in the E-Verify program. Contractor agrees to maintain this certification throughout the duration of the term of a contract with a subcontractor.
- (D) City may terminate the contract if Contractor fails to cure a breach of this provision no later than thirty (30) days after being notified by City of a breach.

Section 11. Contracting with Relatives

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

Section 12. No Investment Activities in Iran

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

Section 13. Indemnification

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

Section 14. Insurance

- (A) Prior to commencing work, the Contractor shall furnish City a certificate of insurance in accordance with the following minimum requirements, shall maintain the insurance in full force and effect, and shall keep on deposit at all times during the term of the contract with City the certificates of proof issued by the insurance carrier that such insurance is in full force and effect.
- (B) Each certificate shall require that written notice be given to the City at least thirty (30) days prior to the cancellation or a material change in the policy.
- (C) Contractor shall at least include the following types of insurance with the following minimum limits of liability:
 - (1) Workers Compensation and Employer's Liability - Statutory Limits
 - (2) General Liability - Combined Bodily Injury and Property Damage, \$1,000,000 each occurrence and \$2,000,000 aggregate. The City of Goshen is to be named as an additional insured.
 - (3) Automobile Liability - Combined Bodily Injury and Property Damage, \$1,000,000 each occurrence and \$2,000,000 aggregate. The City of Goshen is to be named as an additional insured.
 - (4) Professional Liability - Combined Bodily Injury and Property Damage, \$1,000,000 each occurrence and aggregate
 - (5) Excess Umbrella Coverage - \$4,000,000 each occurrence

Section 15. Force Majeure

- (A) Except for payment of sums due, neither party shall be liable to the other or deemed in default under this contract if and to the extent that such party's performance under this contract is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the party and could not have been avoided by exercising reasonable diligence. Examples of force majeure are natural disasters or decrees of governmental bodies not the fault of the affected party.
- (B) If either party is delayed by force majeure, the party affected shall provide written notice to the other party immediately. The notice shall provide evidence of the force majeure event to the satisfaction of the other party. The party shall do everything possible to resume performance. If the period of non-performance exceeds thirty (30) calendar days, the party whose ability to perform has not been affected may, by giving written notice, terminate the contract and the other party shall have no recourse.

Section 16. Default

- (A) If Contractor fails to perform the services or comply with the provisions of this agreement, then Contractor may be considered in default.

- (B) It shall be mutually agreed that if Contractor fails to perform the services or comply with the provisions of this contract, City may issue a written notice of default and provide a period of time that shall not be less than fifteen (15) days in which Contractor shall have the opportunity to cure. If the default is not cured within the time period allowed, the contract may be terminated by the City. In the event of default and failure to satisfactorily remedy the default after receipt of written notice, the City may otherwise secure similar services in any manner deemed proper by the City, and Contractor shall be liable to the City for any excess costs incurred
- (C) Contractor may also be considered in default by the City if any of the following occur:
- (1) There is a substantive breach by Contractor of any obligation or duty owed under the provisions of this contract.
 - (2) Contractor is adjudged bankrupt or makes an assignment for the benefit of creditors.
 - (3) Contractor becomes insolvent or in an unsound financial condition so as to endanger performance under the contract.
 - (4) Contractor becomes the subject of any proceeding under law relating to bankruptcy, insolvency or reorganization, or relief from creditors and/or debtors.
 - (5) A receiver, trustee, or similar official is appointed for Contractor or any of Contractor's property.
 - (6) Contractor is determined to be in violation of federal, state, or local laws or regulations and that such determination renders Contractor unable to perform the services described under these Specification Documents.
 - (7) The contract or any right, monies or claims are assigned by Contractor without the consent of the City.

Section 17. Termination

- (A) The agreement may be terminated in whole or in part, at any time, by mutual written consent of both parties. Contractor shall be paid for all services performed and expenses reasonably incurred prior to notice of termination.
- (B) City may terminate this agreement, in whole or in part, in the event of default by Contractor.
- (C) The rights and remedies of the parties under this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this agreement.

Section 18. Notice

Any notice required or desired to be given under this agreement shall be deemed sufficient if it is made in writing and delivered personally or sent by regular first-class mail to the parties at the following addresses, or at such other place as either party may designate in writing from time to time.

Notice will be considered given three (3) days after the notice is deposited in the US mail or when received at the appropriate address.

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

Contractor: ExperiGreen Lawn Care
Attention: Eric Andresen
3225 Sugar Maple Business Ct
South Bend, IN 46628

Section 19. Subcontracting or Assignment

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

Section 20. Amendments

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

Section 21. Waiver of Rights

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

Section 22. Applicable Laws

- (A) Contractor agrees to comply with all applicable federal, state, and local laws, rules, regulations, or ordinances. All contractual provisions legally required to be included are incorporated by reference.
- (B) Contractor agrees to obtain and maintain all required permits, licenses, registrations, and approvals, and shall comply with all health, safety, and environmental rules or regulations in the performance of the services. Failure to do so may be deemed a material breach of agreement.

Section 23. Miscellaneous

- (A) Any provision of this agreement or incorporated documents shall be interpreted in such a way that they are consistent with all provisions required by law to be inserted into the

agreement. In the event of a conflict between these documents and applicable laws, rules, regulations or ordinances, the most stringent or legally binding requirement shall govern.

- (B) This agreement shall be construed in accordance with and governed by the laws of the State of Indiana and any suit must be brought in a court of competent jurisdiction in Elkhart County, Indiana.
- (C) In the event legal action is brought to enforce or interpret the terms and conditions of this agreement, the prevailing party of such action shall be entitled to recover all costs of that action, including reasonable attorneys' fees.

Section 24. Severability

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

Section 25. Binding Effect

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

Section 26. Entire Agreement

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

Section 27. Authority to Execute; Counterparts and Electronic Signatures.

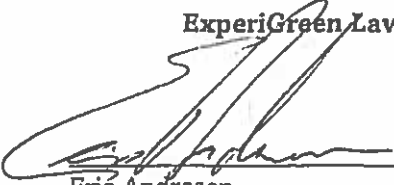
- (A) The undersigned affirm that all steps have been taken to authorize execution of this Agreement, and upon the undersigned's execution, bind their respective organizations to the terms of the Agreement
- (B) This Agreement may be executed in two or more counterparts, each of which shall be taken to be one and the same document, with the same effect as if the parties hereto had signed the same signature page. An electronic copy of any party's signature shall be deemed as legally binding as the original signatures.

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

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

ExperiGreen Lawn Care

Gina M. Leichty, Mayor


Eric Andresen

Date Signed: _____

Title: Sales Manager

Date Signed: 7-8-26

EXHIBIT A



COMMERCIAL SERVICES CONTRACT

Company Name: City of Goshen
Responsible Party Name: Kevin Yoder
Billing Address: 204 E Jefferson St, Goshen, IN 46528
Email: kevin yoder@goshencity.com
Phone #: 5745364543

Lawn Program		
☐ Round 1	Early Spring We apply fertilizer and a pre-emergent barrier that prevents crabgrass and other weeds.	Price: \$77
☐ Round 2	Late Spring Fertilizer with pre- and post-emergent weed control is applied.	Price: \$77
☐ Round 3	Early Summer A fertilizer made especially for summer conditions is applied along with broadleaf weed control as needed.	Price: \$na
☐ Round 4	Late Summer A custom formulated granular summer feeding and summer broadleaf weed controls are applied	Price: \$77
☐ Round 5	Early Fall Application of fertilizer and broadleaf weed control to prepare lawn for winter dormancy	Price: \$77
☐ Round 6	Late Fall "Winterizer" fertilizer, and as needed, post-emergent weed control.	Price: \$77 2026 only

This agreement shall commence on 6/30/26 and shall continue for a period of 3 year(s), and from year to year thereafter until terminated. Either party may terminate this agreement upon thirty (30) days prior written notice, at any time during this agreement.



COMMERCIAL SERVICES CONTRACT

Company Name: City of Goshen

Responsible Party Name: Kevin Yoder

Billing Address:

202 S 5th St
Goshen, IN 46528

Email: kevin.yoder@goshencity.com

Phone #: 5745364543

Lawn Program

☐ Round 1	Early Spring We apply fertilizer and a pre-emergent barrier that prevents crabgrass and other weeds.	Price: \$56
☐ Round 2	Late Spring Fertilizer with pre- and post-emergent weed control is applied.	Price: \$56
☐ Round 3	Early Summer A fertilizer made especially for summer conditions is applied along with broadleaf weed control as needed.	Price: \$na
☐ Round 4	Late Summer A custom formulated granular summer feeding and summer broadleaf weed controls are applied	Price: \$56
☐ Round 5	Early Fall Application of fertilizer and broadleaf weed control to prepare lawn for winter dormancy	Price: \$56
☐ Round 6	Late Fall "Winterizer" fertilizer, and as needed, post-emergent weed control.	Price: \$56 2026 only

This agreement shall commence on 6/30/26 and shall continue for a period of 3 year(s), and from year to year thereafter until terminated. Either party may terminate this agreement upon thirty (30) days prior written notice, at any time during this agreement.



COMMERCIAL SERVICES CONTRACT

Company Name: City of Goshen
Responsible Party Name: Kevin Yoder
Billing Address: 308 Egbert Rd Goshen, IN 46526
Email: kevin yoder@goshencity.com
Phone #: 5745364543

Lawn Program		
☐ Round 1	Early Spring We apply fertilizer and a pre-emergent barrier that prevents crabgrass and other weeds.	Price: \$52
☐ Round 2	Late Spring Fertilizer with pre- and post-emergent weed control is applied.	Price: \$52
☐ Round 3	Early Summer A fertilizer made especially for summer conditions is applied along with broadleaf weed control as needed.	Price: \$na
☐ Round 4	Late Summer A custom formulated granular summer feeding and summer broadleaf weed controls are applied	Price: \$52
☐ Round 5	Early Fall Application of fertilizer and broadleaf weed control to prepare lawn for winter dormancy	Price: \$52
☐ Round 6	Late Fall "Winterizer" fertilizer, and as needed, post-emergent weed control.	Price: \$52 2026 only

This agreement shall commence on 6/30/26 and shall continue for a period of 3 year(s), and from year to year thereafter until terminated. Either party may terminate this agreement upon thirty (30) days prior written notice, at any time during this agreement.



COMMERCIAL SERVICES CONTRACT

Company Name: City of Goshen
Responsible Party Name: Kevin Yoder
Billing Address: 201 S 22nd St Goshen, IN 46528
Email: kevin.yoder@goshencity.com
Phone #: 5745364543

Lawn Program		
☐ Round 1	Early Spring We apply fertilizer and a pre-emergent barrier that prevents crabgrass and other weeds.	Price: \$56
☐ Round 2	Late Spring Fertilizer with pre- and post-emergent weed control is applied.	Price: \$56
☐ Round 3	Early Summer A fertilizer made especially for summer conditions is applied along with broadleaf weed control as needed.	Price: \$na
☐ Round 4	Late Summer A custom formulated granular summer feeding and summer broadleaf weed controls are applied	Price: \$56
☐ Round 5	Early Fall Application of fertilizer and broadleaf weed control to prepare lawn for winter dormancy	Price: \$56
☐ Round 6	Late Fall "Winterizer" fertilizer, and as needed, post-emergent weed control.	Price: \$56 2026 only

This agreement shall commence on 6/30/26 and shall continue for a period of 3 year(s), and from year to year thereafter until terminated. Either party may terminate this agreement upon thirty (30) days prior written notice, at any time during this agreement.



COMMERCIAL SERVICES CONTRACT

Company Name: City of Goshen

Responsible Party Name: Kevin Yoder

Billing Address:

209 N 3rd St
Goshen, IN 46526

Email: kevin yoder@goshencity.com

Phone #: 5745364543

Lawn Program

☐ Round 1	Early Spring We apply fertilizer and a pre-emergent barrier that prevents crabgrass and other weeds.	Price: \$52
☐ Round 2	Late Spring Fertilizer with pre- and post-emergent weed control is applied.	Price: \$52
☐ Round 3	Early Summer A fertilizer made especially for summer conditions is applied along with broadleaf weed control as needed.	Price: \$na
☐ Round 4	Late Summer A custom formulated granular summer feeding and summer broadleaf weed controls are applied	Price: \$52
☐ Round 5	Early Fall Application of fertilizer and broadleaf weed control to prepare lawn for winter dormancy	Price: \$52
☐ Round 6	Late Fall "Winterizer" fertilizer, and as needed, post-emergent weed control.	Price: \$52 2026 only

This agreement shall commence on 6/30/26 and shall continue for a period of 3 year(s), and from year to year thereafter until terminated. Either party may terminate this agreement upon thirty (30) days prior written notice, at any time during this agreement.



COMMERCIAL SERVICES CONTRACT

Company Name: City of Goshen
Responsible Party Name: Kevin Yoder
Billing Address: 1203 College Ave Goshen, IN 46526
Email: kevin yoder@goshencity.com
Phone #: 5745364543

Lawn Program		
☐ Round 1	Early Spring We apply fertilizer and a pre-emergent barrier that prevents crabgrass and other weeds.	Price: \$82
☐ Round 2	Late Spring Fertilizer with pre- and post-emergent weed control is applied.	Price: \$82
☐ Round 3	Early Summer A fertilizer made especially for summer conditions is applied along with broadleaf weed control as needed.	Price: \$na
☐ Round 4	Late Summer A custom formulated granular summer feeding and summer broadleaf weed controls are applied	Price: \$82
☐ Round 5	Early Fall Application of fertilizer and broadleaf weed control to prepare lawn for winter dormancy	Price: \$82
☐ Round 6	Late Fall "Winterizer" fertilizer, and as needed, post-emergent weed control.	Price: \$82 2026 only

This agreement shall commence on 6/30/26 and shall continue for a period of 3 year(s), and from year to year thereafter until terminated. Either party may terminate this agreement upon thirty (30) days prior written notice, at any time during this agreement.



COMMERCIAL SERVICES CONTRACT

Company Name: City of Goshen
Responsible Party Name: Kevin Yoder
Billing Address: 1728 Reliance Rd Goshen, IN 46526
Email: kevin yoder@goshencity.com
Phone #: 5745364543

Lawn Program		
☐ Round 1	Early Spring We apply fertilizer and a pre-emergent barrier that prevents crabgrass and other weeds.	Price: \$99
☐ Round 2	Late Spring Fertilizer with pre- and post-emergent weed control is applied.	Price: \$99
☐ Round 3	Early Summer A fertilizer made especially for summer conditions is applied along with broadleaf weed control as needed.	Price: \$na
☐ Round 4	Late Summer A custom formulated granular summer feeding and summer broadleaf weed controls are applied	Price: \$99
☐ Round 5	Early Fall Application of fertilizer and broadleaf weed control to prepare lawn for winter dormancy	Price: \$99
☐ Round 6	Late Fall "Winterizer" fertilizer, and as needed, post-emergent weed control.	Price: \$99 2026 only

This agreement shall commence on 6/30/26 and shall continue for a period of 3 year(s), and from year to year thereafter until terminated. Either party may terminate this agreement upon thirty (30) days prior written notice, at any time during this agreement.



COMMERCIAL SERVICES CONTRACT

Company Name: City of Goshen
Responsible Party Name: Kevin Yoder
Billing Address: 601 S 5th St Goshen, IN 46526
Email: kevin yoder@goshencity.com
Phone #: 5745364543

Lawn Program		
☐ Round 1	Early Spring We apply fertilizer and a pre-emergent barrier that prevents crabgrass and other weeds.	Price: \$46
☐ Round 2	Late Spring Fertilizer with pre- and post-emergent weed control is applied.	Price: \$46
☐ Round 3	Early Summer A fertilizer made especially for summer conditions is applied along with broadleaf weed control as needed.	Price: \$na
☐ Round 4	Late Summer A custom formulated granular summer feeding and summer broadleaf weed controls are applied	Price: \$46
☐ Round 5	Early Fall Application of fertilizer and broadleaf weed control to prepare lawn for winter dormancy	Price: \$46
☐ Round 6	Late Fall "Winterizer" fertilizer, and as needed, post-emergent weed control.	Price: \$46 2026 only

This agreement shall commence on 6/30/26 and shall continue for a period of 3 year(s), and from year to year thereafter until terminated. Either party may terminate this agreement upon thirty (30) days prior written notice, at any time during this agreement.



COMMERCIAL SERVICES CONTRACT

Company Name: City of Goshen
Responsible Party Name: Kevin Yoder

Billing Address:
524 E Jackson St
Goshen, IN 46526

Email: kevin yoder@goshencity.com

Phone #: 5745364543

Lawn Program

☐ Round 1	Early Spring We apply fertilizer and a pre-emergent barrier that prevents crabgrass and other weeds.	Price: \$46
☐ Round 2	Late Spring Fertilizer with pre- and post-emergent weed control is applied.	Price: \$46
☐ Round 3	Early Summer A fertilizer made especially for summer conditions is applied along with broadleaf weed control as needed.	Price: \$na
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☐ Round 5	Early Fall Application of fertilizer and broadleaf weed control to prepare lawn for winter dormancy	Price: \$46
☐ Round 6	Late Fall "Winterizer" fertilizer, and as needed, post-emergent weed control.	Price: \$46 2026 only

This agreement shall commence on 6/30/26 and shall continue for a period of 3 year(s), and from year to year thereafter until terminated. Either party may terminate this agreement upon thirty (30) days prior written notice, at any time during this agreement.



COMMERCIAL SERVICES CONTRACT

Company Name: City of Goshen

Responsible Party Name: Kevin Yoder

Billing Address:

111 E Jefferson St
Goshen, IN 46528

Email: kevin.yoder@goshencity.com

Phone #: 5745364543

Lawn Program

☐ Round 1	Early Spring We apply fertilizer and a pre-emergent barrier that prevents crabgrass and other weeds.	Price: \$65
☐ Round 2	Late Spring Fertilizer with pre- and post-emergent weed control is applied.	Price: \$65
☐ Round 3	Early Summer A fertilizer made especially for summer conditions is applied along with broadleaf weed control as needed.	Price: \$na
☐ Round 4	Late Summer A custom formulated granular summer feeding and summer broadleaf weed controls are applied	Price: \$65
☐ Round 5	Early Fall Application of fertilizer and broadleaf weed control to prepare lawn for winter dormancy	Price: \$65
☐ Round 6	Late Fall "Winterizer" fertilizer, and as needed, post-emergent weed control.	Price: \$65 2026 only

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COMMERCIAL SERVICES CONTRACT

Company Name: City of Goshen
Responsible Party Name: Kevin Yoder
Billing Address: 1912 W Lincoln Ave Goshen, IN 46526
Email: kevin yoder@goshencity.com
Phone #: 5745364543

Lawn Program		
☐ Round 1	Early Spring We apply fertilizer and a pre-emergent barrier that prevents crabgrass and other weeds.	Price: \$812
☐ Round 2	Late Spring Fertilizer with pre- and post-emergent weed control is applied.	Price: \$812
☐ Round 3	Early Summer A fertilizer made especially for summer conditions is applied along with broadleaf weed control as needed.	Price: \$na
☐ Round 4	Late Summer A custom formulated granular summer feeding and summer broadleaf weed controls are applied	Price: \$812
☐ Round 5	Early Fall Application of fertilizer and broadleaf weed control to prepare lawn for winter dormancy	Price: \$812
☐ Round 6	Late Fall "Winterizer" fertilizer, and as needed, post-emergent weed control.	Price: \$812 2026 only

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COMMERCIAL SERVICES CONTRACT

Company Name: City of Goshen

Responsible Party Name: Kevin Yoder

Billing Address:

Rogers Park
Chicago Ave
Goshen, IN 46526

Email: kevin.yoder@goshencity.com

Phone #: 5745364543

Lawn Program

☐ Round 1	Early Spring We apply fertilizer and a pre-emergent barrier that prevents crabgrass and other weeds.	Price: \$188
☐ Round 2	Late Spring Fertilizer with pre- and post-emergent weed control is applied.	Price: \$188
☐ Round 3	Early Summer A fertilizer made especially for summer conditions is applied along with broadleaf weed control as needed.	Price: \$na
☐ Round 4	Late Summer A custom formulated granular summer feeding and summer broadleaf weed controls are applied	Price: \$188
☐ Round 5	Early Fall Application of fertilizer and broadleaf weed control to prepare lawn for winter dormancy	Price: \$188
☐ Round 6	Late Fall "Winterizer" fertilizer, and as needed, post-emergent weed control.	Price: \$188 2026 only

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COMMERCIAL SERVICES CONTRACT

Company Name: City of Goshen

Responsible Party Name: Kevin Yoder

Billing Address:

Shanklin Park
W Plymouth Ave
Goshen, IN 46526

Email: kevin.yoder@goshencity.com

Phone #: 5745364543

Lawn Program

☐ Round 1	Early Spring We apply fertilizer and a pre-emergent barrier that prevents crabgrass and other weeds.	Price: \$370
☐ Round 2	Late Spring Fertilizer with pre- and post-emergent weed control is applied.	Price: \$370
☐ Round 3	Early Summer A fertilizer made especially for summer conditions is applied along with broadleaf weed control as needed.	Price: \$na
☐ Round 4	Late Summer A custom formulated granular summer feeding and summer broadleaf weed controls are applied	Price: \$370
☐ Round 5	Early Fall Application of fertilizer and broadleaf weed control to prepare lawn for winter dormancy	Price: \$370
☐ Round 6	Late Fall "Winterizer" fertilizer, and as needed, post-emergent weed control.	Price: \$370 2026 only

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COMMERCIAL SERVICES CONTRACT

Company Name: City of Goshen
Responsible Party Name: Kevin Yoder
Billing Address: 203 S 5th St Goshen, IN 46528
Email: kevin yoder@goshencity.com
Phone #: 5745364543

Lawn Program		
☐ Round 1	Early Spring We apply fertilizer and a pre-emergent barrier that prevents crabgrass and other weeds.	Price: \$52
☐ Round 2	Late Spring Fertilizer with pre- and post-emergent weed control is applied.	Price: \$52
☐ Round 3	Early Summer A fertilizer made especially for summer conditions is applied along with broadleaf weed control as needed.	Price: \$na
☐ Round 4	Late Summer A custom formulated granular summer feeding and summer broadleaf weed controls are applied	Price: \$52
☐ Round 5	Early Fall Application of fertilizer and broadleaf weed control to prepare lawn for winter dormancy	Price: \$52
☐ Round 6	Late Fall "Winterizer" fertilizer, and as needed, post-emergent weed control.	Price: \$52 2026 only

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COMMERCIAL SERVICES CONTRACT

Company Name: City of Goshen
Responsible Party Name: Kevin Yoder
Billing Address: 108 Dewey Ave Goshen, IN 46526
Email: kevin yoder@goshencity.com
Phone #: 5745364543

Lawn Program		
☐ Round 1	Early Spring We apply fertilizer and a pre-emergent barrier that prevents crabgrass and other weeds.	Price: \$46
☐ Round 2	Late Spring Fertilizer with pre- and post-emergent weed control is applied.	Price: \$46
☐ Round 3	Early Summer A fertilizer made especially for summer conditions is applied along with broadleaf weed control as needed.	Price: \$na
☐ Round 4	Late Summer A custom formulated granular summer feeding and summer broadleaf weed controls are applied	Price: \$46
☐ Round 5	Early Fall Application of fertilizer and broadleaf weed control to prepare lawn for winter dormancy	Price: \$46
☐ Round 6	Late Fall "Winterizer" fertilizer, and as needed, post-emergent weed control.	Price: \$46 2026 only

This agreement shall commence on 6/30/26 and shall continue for a period of 3 year(s), and from year to year thereafter until terminated. Either party may terminate this agreement upon thirty (30) days prior written notice, at any time during this agreement.

Exhibit #2



**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: 2024-2 COMMUNITY CROSSINGS MATCHING GRANT (CCMG) CLOSEOUT
JN: 2024-0002**

DATE: July 9, 2026

The city of Goshen was a 2024 recipient of INDOT Community Crossings Matching Grant funds. The project has been completed and final paperwork for CCMG closeout needs to be completed and returned to INDOT, including the attached letter to INDOT which requires the Mayor's signature. The Engineering Department is requesting the Board of Works and Safety authorize the Mayor to sign the 2024-2 CCMG Close Out letter.

Requested Motion: Move to authorize the Mayor to sign the attached INDOT 2024-2 Community Crossings Matching Grant Close Out letter.

**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\2024\2024-0002 _ 2024 Paving Projects\1. Asphalt Paving Package\2. Package B - CCMG - PHEND & BROWN\BOW Memos & Minutes\2026.07.09 _ BOW Memo 2024-2 CCMG Closeout.doc"



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

Date: July 9, 2026

RE: Community Crossing Matching Grant Close Out

Dear INDOT:

This letter serves as notification to INDOT that construction has been completed on the project listed below for the Community Crossing Matching Grant our local was awarded.

CCMG Call Awarded:	2024-2		
Des. Number:	2400966		
Purchase Order Number:	0020149221		
Service Period:	From:	2-26-2026 Construction Start	To: 6-30-2026 Construction Finished
Project Location(s):	Road Name - as written on CCMG Agreement, Attachment A	'To'	'From'
	Kercher Road	US 33	Violet Rd
	Plymouth Ave	US 33	Main Street
	VanGilst Dr	Alfalfa St	Van Gilst Dr
	Van Gilst Dr	Van Gilst Dr	Michigan Ave
(Add lines if needed)			
Balance:	\$68,046.89 CCMG Eligible Amount minus the INDOT PO Negative amount indicates underrun for which the LPA agrees to reimburse (50% or 75%) of the eligible project costs within thirty (30) days from date of billing by INDOT. (Eligible project costs can be found in your CCMG Agreement, Section 6, Sub-Section D.)		

For auditing purposes, this Local Public Agency has completed and attached the [required CCMG Closeout Calculation Sheet](#), [and](#) provided the following [required](#) legible copies as supporting documentation:

INDOT [requires](#) locals to complete the CCMG Closeout Calculation Sheet and submit it with all required documentation to fully close out your project.

[CONTRACTOR bid projects – required supporting documents](#)

1. Copy of the cancelled check(s), both front and back to Contractor **OR** Copy of the electronic funds transfer (EFT) to Contractor

"F:\Projects\2024\2024-0002 _ 2024 Paving Projects\1. Asphalt Paving Package\2. Package B - CCMG - PHEND & BROWN\Community Crossing Matching Grant Fund\CCMG Closeout docs\2026.07.09_CCMG Closeout for Mayor signature.docx"



2. Final Progress Billing from Contractor showing

- Individual contract item
 - Contract Quantity
 - Unit Price
 - Final Quantity placed
 - Underrun, Plan or Overrun Quantity

If additional information is required, please feel free to contact us.

Sincerely,

Gina M. Leichty
Mayor of Goshen, IN

Exhibit 1
#3

CITY OF GOSHEN · BOARD OF PUBLIC WORKS AND SAFETY

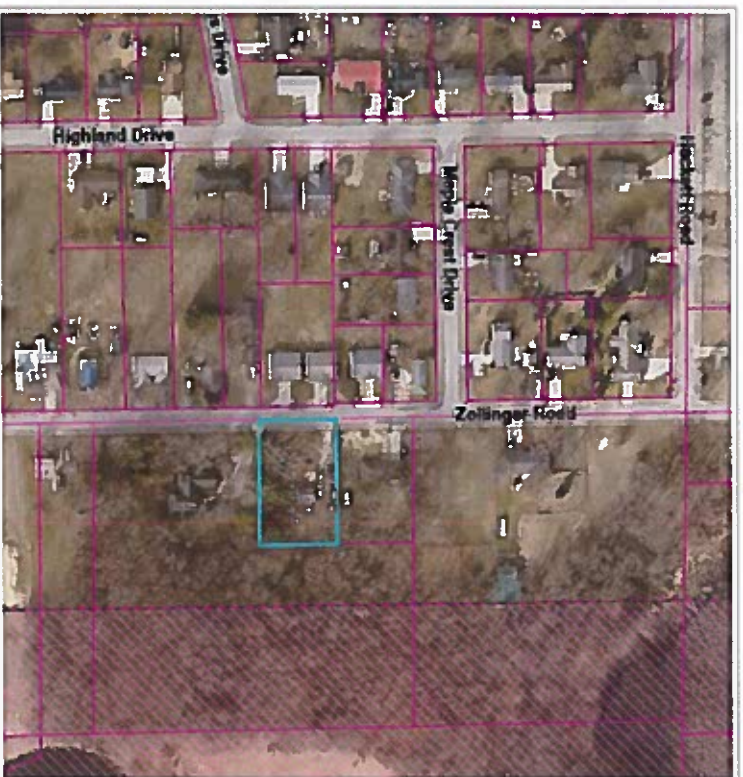
1006 & 1008 Zollinger Road

Unsafe Building Enforcement — Review Hearing

Staff Report to the Board of Public Works and Safety

PART ONE · BACKGROUND

Property Information



Subject parcel (outlined), east side of Zollinger Road

Location: east side of Zollinger Road, Goshen — at the edge of the Maple Crest / Hackett Road, north of Middlebury Street.

Structure: a single parcel improved with one residential structure — a two-unit duplex (units 1006 and 1008).

Owner: J Bowers, LLC. Berne, Indiana.

PART ONE · BACKGROUND

The Building Commissioner's Order (June 12, 2026)

What the Order finds

- The structure is unsafe under I.C. § 36-7-9-4(a)(5) — fails minimum health/safety standards.
- Unsafe under § 36-7-9-4(a)(6) — vacant and not maintained for lawful occupancy.
- Unsafe under § 36-7-9-4(a)(4) — accumulated debris renders it a public nuisance.
- Goshen City Code violations:
 - § 6.3.1.1(a) – failure to maintain facilities/utilities in safe working condition (plumbing, electrical, HVAC, water heater)
 - § 6.3.1.1(b) – failure to maintain foundations, floors, walls, ceilings, and roof in good repair (holes in walls, floors, and ceilings)

What the Order requires

- Repair to minimum standards permitting lawful occupancy; obtain all permits and inspections.
- Substantial beginning within 30 days of notice.
- Completion within 60 days of notice.
- Board, as Hearing Authority, may affirm, rescind, or modify the Order and its schedule.

PART TWO

Inspection Findings & Conditions

PART TWO · INSPECTION FINDINGS

Unit 1006 — Interior Accumulation



FINDING

The unit is filled with abandoned furniture and stored materials and is not maintained in a clean and sanitary condition.

PART TWO · INSPECTION FINDINGS

Unit 1006 — Debris & Garbage

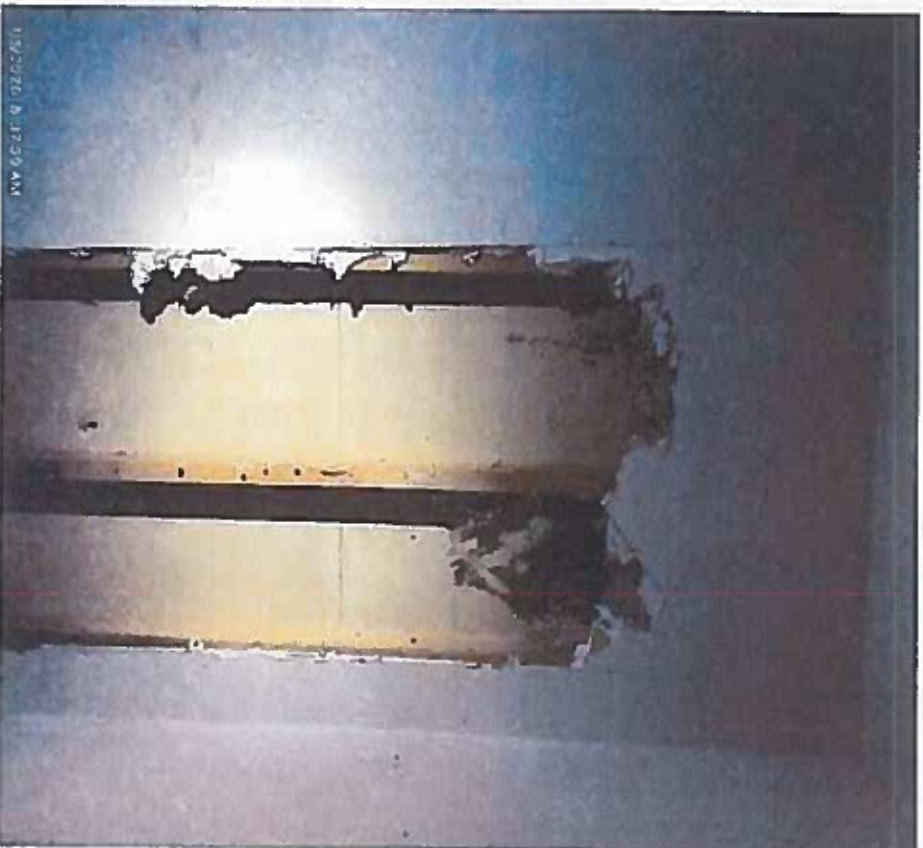


FINDING

Garbage, clothing, and debris are strewn across the floor, contributing to the deteriorated, dilapidated state of the structure and rendering it a public nuisance.

PART TWO • INSPECTION FINDINGS

Unit 1006 — Holes in Walls



FINDING

Open, water-damaged holes in the walls leave the structure not reasonably weather tight or rodent proof.

PART TWO • INSPECTION FINDINGS

Unit 1006 — Bathroom



FINDING

The bathroom has a disconnected fixture and deteriorated flooring and is not maintained in a clean, sanitary, or working condition.

PART TWO • INSPECTION FINDINGS

Unit 1006 — Furnace & Water Heater



FINDING

The furnace (shown with its panel open and wiring exposed) and the gas water heater must be assessed and/or replaced; safe heating and water-heater installation are required.

PART TWO · INSPECTION FINDINGS

Unit 1008 — Kitchen Floor



FINDING

Floor covering is torn, missing, and water-stained; floors must be kept in good repair and reasonably weather tight.

PART TWO · INSPECTION FINDINGS

Unit 1008 — Ceiling



FINDING

The ceiling is water-stained from moisture intrusion; the structure is not reasonably weather tight, and the space is not sanitary.

PART TWO · INSPECTION FINDINGS

Unit 1008 — Walls & Floors



FINDING

Walls show failed finishes and holes and the floor covering is deteriorated and otherwise not in good repair.

Unit 1008 — Electrical & Floor Damage



FINDING

Loose and abandoned wiring lies over a rotted, water-damaged floor. The electrical system requires assessment and repair by a licensed electrician, with permits.

PART TWO · INSPECTION FINDINGS

Unit 1008 — Crawlspace



FINDING

Insulation has fallen and the crawlspace/foundation area is deteriorated.

PART TWO · INSPECTION FINDINGS

Summary of Unsafe Conditions

Structural / Weather-Tight	Mechanical & Utilities	Sanitation / Nuisance
• Holes in walls, floors & ceilings • Torn / missing flooring • Foundation cracks, holes & open vents • Missing / failed windows	• Gas water heater — assess/replace • Furnace / heat supply — assess/replace • Plumbing not in working order • Electrical requires licensed repair	• Vacant & not habitable • Accumulated debris & refuse • Not clean & sanitary • Public nuisance conditions

PART THREE

Staff Recommendation

PART THREE

Posture of Today's Hearing & Board's Options

First-review posture. Both compliance deadlines run after today's hearing (substantial beginning within 30 days; completion within 60 days of notice). This is a review and affirmation — not a non-compliance / penalty proceeding.

On review, the Board may:

- Affirm, rescind, or modify the Building Commissioner's Order, including its compliance schedule (I.C. § 36-7-9-7).

PART THREE · RECOMMENDATION

Staff Recommendation

Staff recommends that the Board AFFIRM the Building Commissioner's Order of June 12, 2026, and:

- Retain the compliance schedule — substantial beginning within 30 days and completion within 60 days of notice. Notice was given June 24, 2026. This would require completion of repairs by August 23, 2026.
- Schedule a compliance hearing for September 3, 2026.

Recommended Motion:

Move to affirm the Building Commissioner's Order dated June 12, 2026 for the property at 1006/1008 Zollinger Road, based on the staff report, and to adopt the Proposed Findings of Fact and Order prepared by Staff.