



City of Goshen Board of Public Works & Safety

Regular Meeting Agenda

4:00 p.m., OCTOBER 29, 2026

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

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

Call to Order by Mayor Gina Leichty

Approval of Minutes: October 8 and Oct. 15, 2026 meetings

Approval of Agenda

- 1) Planning & Zoning Department request:** Approve and authorize the Mayor to sign the revised CDBG agreement for the Owner-Occupied Rehab activity for Program Year 2026
- 2) Environmental Resilience Department request:** Approve the contract amendment with Thomas Tree Care, LLC for liaison services for the USDA forestry grant
- 3) Legal Department request:** Approve Resolution 2026-21, City of Goshen Title VI Implementation Plan
- 4) Legal Department request:** Approve Resolution 2026-23 authorizing the city to participate in a proposed C.A.A.N. (Amerex Corporation, Archroma U.S., Inc., Carrier Global Corporation, and Nation Ford Chemical Company).class action litigation settlement
- 5) Legal Department request:** Approve the Resolution 2026-24, Authorizing Execution of Documents and Sale, Purchase, and Development of Real Estate, as presented and authorize the Mayor to execute the agreement with Lacasa of Goshen on the City's behalf
- 6) Legal Department request:** Approve the easement for Electric Facilities and the Claim Release and Agreement for Easement for NIPSCO for 1332 Chicago Avenue, in substantially the form presented, and authorize the Mayor to execute both documents on behalf of the City
- 7) Water & Sewer Office request:** Move \$1,463.64 in uncollected finaled accounts from active to collection, sewer liens and write-offs for the period through July 20, 2026
- 8) Water Treatment & Sewer Collection Department request:** Authorize the temporary closure of SR 15 and detour of traffic onto Kercher Road and Madison Street for the installation of a new water service at 512 South Main Street, and authorize the Mayor to sign all documents required by INDOT related to the traffic control permit and detour route approval
- 9) Engineering Department request:** Approve Change Order No. 2 for the Community Sidewalk Improvement & 50/50 Project for \$2,200 to build a wall and backfill 2 window wells
- 10) Engineering Department request:** Approve Change Order No. 1 for additional curb and drive approach work and changes in stormwater infrastructure for \$63,418.58 and two additional days for the Century Drive Reconstruction (JN: 2024-0030)



11) Engineering Department request: Reject the sole bid received for the Denver Street Curb & Sidewalk Replacement and Wilden Avenue Drainage Improvements project, and direct staff to take any further action deemed necessary, including revising project specifications or determining appropriate next steps (JN: 2024-0027, 2026-0019, 2026-0031, 2026-0030, 2020-0027)

12) Engineering Department request: Approve periodic lane closures on College Avenue from Lincolnway East / US 33 east to the railroad crossing, until Friday, Dec. 4, 2026, for the NIPSCO Gas Utility Relocation as part of College Avenue Phase 1 (JN: 2019-0022)

13) Engineering Department request: Accept the post-construction stormwater management plan for Goshen High School's Soccer Field as it has been found to meet the requirements of City Ordinance 5228 (JN: 2025-2023)

Privilege of the Floor

REVIEW/COMPLIANCE HEARINGS FOR BUILDING COMMISSIONER ORDERS

4:00 p.m., OCTOBER 29, 2026

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

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

14) Compliance hearing on Building Commissioner Order: Rehabilitation agreement for 1705 Westplains Drive (Cecil J. Bontreger, property owner)

15) Compliance hearing on Building Commissioner Order: Finding the residential structure at 1006 and 1008 Zollinger Road unsafe and requiring repair (George Acuahuitl, property owner)

16) Review hearing on Building Commissioner Order: Requiring demolition of the vacant residential structure at 316 North Second Street (Cecil J. Bontreger, property owner)

17) Review hearing on Building Commissioner Order: Requiring demolition of the vacant residential structure at 415 North Second Street (Cecil J. Bontreger, property owner)

18) Review hearing on Building Commissioner Order: Requiring repair of the vacant residential structure at 508 North Seventh Street (Cecil J. Bontreger, property owner)

19) Review hearing on Building Commissioner Order: Requiring repair of the vacant residential structure at 613 West Wilden Avenue (Cecil J. Bontreger, property owner)

Approval of Civil City and Utility Claims

Adjournment



CITY OF GOSHEN BOARD OF PUBLIC WORKS & SAFETY
MINUTES OF THE OCTOBER 8, 2026 REGULAR MEETING
Convened in the Goshen Police Building, 111 East Jefferson St., Goshen, Indiana

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

Call To Order: Mayor Leichty called the meeting to order at 4:00 p.m.

REVIEW/APPROVE MINUTES: Mayor Leichty presented the minutes of the Sept. 24, 2026 meeting as prepared by Clerk-Treasurer Richard R. Aguirre. Board member Orv Myers made a motion to approve the minutes as presented. Board member Mike Landis name seconded the motion. The motion passed 4-0.

REVIEW/APPROVE AGENDA: Mayor Leichty made a motion to approve the agenda as presented. Board member Myers made a motion to approve the agenda as presented. Board member Landis seconded the motion. The motion passed 4-0.

1) Lorrie & Michael Willits request to approve a City water service connection to 1009 Chicago Avenue, an accessory structure to 1005 Chicago Avenue

Lorrie Willits, Co-Owner of buildings at 1005 and 1009 Chicago Avenue, asked the Board to approve the combination of water lines for those two buildings. In her written request, Willits indicated that the accessory structure has multiple uses, including an event space on the upper floor and a hair salon on the lower floor. The approval and allowance would assist with access constraints through a small private utility easement and reduce the significant construction cost associated with installing a second water service to allow for independent shutoffs. Mayor Leichty said she had reviewed the matter with Director of Public Works Dustin Sailor, and that the matter had already been approved by the Engineering Department, so it was just a matter of going through the legal and procedural process.

Board member Landis asked if a disclaimer should be added in case the two buildings end up on separate parcels. Board member Barb Swartley thought that a disclaimer was not required.

City Engineering Project Manager Andrew Lund said that if the parcels were split in the future, then the accessory structure would need to have its own service. The letter included a citation of City Ordinance 4290, Section 1(F), which governs such matters.

Mayor Leichty made a motion to approve the water service connection, with the condition that a separate service would be required if the secondary structure was ever separated from the parcel of 1005 and 1009 Chicago Avenue. Board member Landis seconded the motion. The motion passed 4-0.

[Clerk-Treasurer's Office member Gregory Imbur offered point of information about an added agenda item, as approval of the agenda happened quickly. Mayor Leichty indicated that it would be considered during the Privilege of the Floor period.]

2) Underground Vintage request: Approve the use of the sidewalk and three parking spaces in front of the store, at 211 South Main Street, 6-9 p.m., on Friday, Oct. 23, 2026 for a showcase of fashion and Halloween-inspired looks

Because Itzy Lopez from Underground Vintage was not present to explain her request submitted on October 2, 2026, Mayor Leichty suggested to table this item until Lopez was able to present her request in person. City



Engineering Project Manager Andrew Lund said that there would be a claims only meeting on October 15, 2026. Mayor Leichty did not see a problem with adjusting this.

Leichty/Landis made a motion to table the item. The motion to table passed 4-0.

3) Legal Department: Approve and authorize Mayor Leichty to execute the Amendment with Dixon Engineering, Inc. for \$2,500 in necessary services which were performed during the course of work per the Agreement for the Clinton Elevated Water Tower

City Attorney Bodie Stegelmann recommended that the Board of Works approve and authorize the Mayor to execute an agreement to allow the City to enter into the amendment for necessary services at the Clinton Elevated Water Tower, with the cost for the services being \$2,500.

Myers/Landis made a motion to approve and authorize the Mayor to execute the Amendment with Dixon Engineering, Inc. for \$2,500 in necessary services which were performed during the course of work per the Agreement for the Clinton Elevated Water Tower. The motion passed 4-0.

4) Planning & Zoning Department request: Approve and authorize the Mayor to sign the CBDO and CDBG agreements for the Public Services and Housing Activities for Program Year 2026

In a memorandum to the Board, Community Development Specialist Theresa Cummings asked the Board to approve and authorize the Mayor to sign the following Community Development Block Grant (CDBG) agreements and Community Based Development Organization (CBDO) agreement for Program Year 2026:

Public Service Grants:

Boys and Girls Clubs of Elkhart County – Goshen Club \$5,300

Council on Aging of Elkhart County \$5,300

Elkhart County Clubhouse \$4,210

Goshen Interfaith Hospitality Network \$17,140

Maple City Health Care Center, Inc. \$5,300

Walnut Hill Early Childhood Center \$12,680

Housing Grants:

Owner Occupied Rehab - Lacasa, Inc. \$47,909

Homeownership Assistance & Housing Counseling – Lacasa, Inc. \$51,750

Energy Conservation Multi Family Rehab – Lacasa, Inc. (CBDO) \$160,411

Planning, Public Service, and Housing Grants Total \$310,000

Cummings said the public service grants will be used to fund access to early childhood education, daily nutrition programs, mental health support, senior transportation, and primary healthcare. The housing grants will be used to fund the ongoing owner-occupied housing rehab program, homeownership assistance accompanied by housing counseling, and a CBDO project for solar improvements to 19 affordable multi-family housing units.

Myers/Landis made a motion to approve and authorize the Mayor to sign the CDBG and CBDO agreements for the Public Services and Housing Activities for Program Year 2026. The motion passed 4-0.

5) Engineering Department request: Approve Change Order No. 1 for the Community Sidewalk Improvement & 50/50 Project for the time extension of 14 days.

In a memorandum to the Board, the Engineering Department requested Change Order No.1 relating to a contract with DC Construction. City Engineering Project Manager Andrew Lund indicated that the item was a change order for the Community Sidewalk Improvement Project, with an additional 204 square yards of sidewalk in Downtown Goshen, located at 206 and 208 Lincoln Avenue. The Engineering Department has asked DC Construction to add this to the scope of their sidewalk reconstruction around the city. They have agreed, and there will be 14 additional days of construction to complete the work.



Myers/Landis made a motion to approve Change Order No. 1 for the Community Sidewalk Improvement & 50/50 Project for a time extension of 14 days. The motion passed 4-0.

6) Engineering Department request: Approve the weekend closure of College Avenue, from Lincolnway East / US 33 east to Century Drive, from Saturday, Oct. 10 until Monday, October 12, or from Saturday, Oct. 17, until Monday, Oct. 19

On behalf of the Engineering Department, and as indicated in a memorandum to the Board, City Engineering Project Manager Andrew Lund requested permission for a road closure of College Avenue from Lincolnway East/US 33 to Century Drive from Saturday, October 17 through Monday, October 19, 2026. There will be a full closure just east of the Horn Ditch, in order to relocate a gas main roadway crossing under the road at that location. Myers/Landis made a motion to approve the closure of College Avenue from Lincolnway East/US 33 to Century Drive from Saturday, October 17 through Monday, October 19, 2026. The motion passed 4-0.

7) Engineering Department request: Review the 2026 Bridge Inspections Report for the City of Goshen by DLZ Indiana, LLC

City Engineering Project Manager Andrew Lund reminded the Board that in December 2025 an agreement was established with DLZ Indiana, LLC to complete the City's bridge inspections for the years 2026 and 2028. According to a memorandum from the Engineering Department to the Board, DLZ has completed the initial inspection, and the Engineering Department is submitting draft copies for the Board of Works to review. These draft copies are acceptable on the B-Drive for review, and the formal process to approve the report will come to the Board on Thursday, October 29, 2026.

Myers/Landis made a motion to review the draft of the Goshen Bridge Inspection Report. The motion passed 4-0.

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

Mayor Leichty opened Privilege of the Floor at 4:12 p.m. There were no comments, except those by Kendra Collat (below).

8) Innovation & Technology Department request: Approve and authorize Mayor Leichty to execute the attached Addendum #2 to the Jotform Enterprise Agreement

According to a memorandum from Director of Innovation and Technology Mattie Lehman, the Department of Innovation and Technology is assuming management of the City's Jotform account, previously managed by the Goshen Police Department. Asset Manager Kendra Collat informed the Board that this service securely hosts and processes forms used on the City's website and to manage approval workflows. The one-page agreement addendum for this item is a renewal for a three-year term at a cost of \$7,128 annually, signed earlier in the week to assure continued service. As such this request is for retroactive approval for the addendum. (EXHIBIT #1: *Before the meeting, Director of Innovation and Technology Mattie Lehman gave Board members a one-page memorandum and a one-page agreement addendum for this Privilege of the Floor item.*) Mayor Leichty said she signed the agreement on Wednesday, October 7, 2026.

Myers/Landis made a motion to approve the retroactive signing of the addendum on Wednesday, October 7, 2026 by Mayor Leichty for the use of the City's Jotform account. The motion passed 4-0.

At 4:14 p.m., Mayor Leichty recessed the Board of Public Works & Safety meeting and then began Review hearings for City Building Commissioner orders.



REVIEW HEARINGS FOR BUILDING COMMISSIONER ORDERS

4:00 p.m., Oct. 8, 2026

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

Absent: Mary Nichols

9) Public Nuisance/Unsafe Building hearing on Building Commissioner Order: 711 East Jefferson Street for public nuisance conditions, an inoperable vehicle and an unsafe building (garage) on the property (D.L. Strycker, property owner)

BACKGROUND:

In a July 2, 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 8, 2026 for the property at 711 E. Jefferson Street. Specifically, he wrote that the Order addressed two public nuisance conditions as well as an unsafe accessory structure on the property. The Order required that the nuisance conditions be abated, and that the accessory structure be repaired or demolished, within sixty (60) days. Shuler wrote that the hearing was to review 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 8, 2026, City Building Commissioner Myron Grise issued an Unsafe Building Enforcement Authority Order for 711 East Jefferson Street. Grise wrote that the property owner was in violation of the City of Goshen Public Nuisance Ordinance, codified at Goshen City Code § 6.3.1. He wrote that the following violations existed:

A. Public Nuisance

- 1) There has accumulated, outside any enclosed structure and primarily at the rear of the premises, a quantity of brush, scrap wood and lumber, scrap metal, discarded tires, furniture and household items, concrete block, and similar debris, providing harborage for rodents and insects and maintained in an unsanitary condition. This condition constitutes a public nuisance generally under 6.10.2.1(c) and more specifically under 6.10.2.1(c)(2), (4), (5), and (11).
- 2) An inoperable GMC pickup truck is situated at the rear of the premises, with an attached or detached plow blade, immobile and surrounded by vegetative overgrowth, in a location visible from adjoining property. This condition constitutes a public nuisance generally under 6.10.2.1(c), and, to the extent that the vehicle and its appurtenances have deteriorated to scrap, under 6.10.2.1(c)(5).

The foregoing conditions, individually and collectively, constitute the having, maintaining, or allowing of a public nuisance on the premises in violation of Goshen City Code § 6.10.2.4.

B. Unsafe Building

- 1) The accessory structure at the rear of the premises is in a state of advanced deterioration, including a failing roof and partially collapsed wall sections, with associated structural debris accumulated around it.

The accessory structure is an unsafe building within the meaning of Indiana Code § 36-7-94, in that it has an



impaired structural condition that makes it unsafe to persons or property per I.C. § 36-7-94(a)(1). The accessory structure is also unsafe within the meaning of IC. § 36-7-9-4(a)(5) as it is dangerous because of a violation of an ordinance concerning building condition or maintenance, namely Goshen City Code § 6.3.1.1(c). The Enforcement Authority further finds, pursuant to I.C. § 36-7-9- 5(a)(7)(A), that the general condition of the accessory structure warrants its removal.

Grise ordered the property owner to take the following actions to abate the public nuisance and the unsafe building condition identified in Section 2 of this Order.

A. Abatement of Public Nuisance.

1) Remove from the Premises and lawfully dispose of all materials described in Section 2.A.(1), or store all such materials fully enclosed within a lawful, permitted structure, so that no such accumulation remains exposed on the Premises.

2) Remove the inoperable vehicle described in Section 2A(2) from the Premises or store it fully enclosed within a lawful structure.

B. Repair or Demolition of Unsafe Building.

'You are ORDERED to either (1) repair and rehabilitate the accessory structure described in Section 2.B so as to eliminate all unsafe conditions and bring the structure into compliance with the applicable standards for building condition and maintenance under the Goshen City Building Code and the Neighborhood Preservation Ordinance; or (2) demolish and remove the structure in its entirety, together with all resulting debris. All repair, rehabilitation, or demolition work required by this Section must include obtaining all required permits and passing all required inspections."

Grise further ordered the property owner '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 notified the property owner that a failure to comply could result in the City of Goshen "taking action to complete the required work and bill you for the costs of such work, including, the actual costs of the work performed and an amount equal to the average processing expense the City will incur in pursuing this mailer. Such amounts can become a lien upon the real estate and can ultimately be enforced in the same manner as any other judgment." Grise also notified the property owner that a hearing would be held before the Board of Public Works and Safety on July 2, 2026 to review the Order of the City of Goshen Building Commissioner.

DISCUSSION AND OUTCOME OF THE COMPLIANCE REVIEW HEARING ON OCT. 8, 2026:

At 4:14 p.m., Mayor Leichty convened a public hearing on a compliance review for 711 E. Jefferson Street for public nuisance conditions, an inoperable vehicle and an unsafe building (garage) on the property (D.L. Strycker, property owner).

Present at the hearing were: Board members Leichty, Landis, Myers, and Swartley; Assistant City Attorney Don Shuler, City Building Commissioner Myron Grise; Brad Strycker and Dee Strycker, property owners.

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

Shuler provided a summary review on the property at 711 East Jefferson Street. As mentioned, this matter was previously before the Board on July 2, 2026. At that hearing, the Board affirmed the Building Commissioner's Order for this property, which required the following:

1. Abate the public nuisance on the property within ninety (90) days.
2. Remove an inoperable vehicle.
3. Demolition of the unsafe building (garage) on the property.

After review, the Board may find the order satisfied in whole or in part; modify the order, including extending the time to comply; impose a civil penalty if it finds a willful failure to comply; authorize the City to perform the work with the costs assessed against the owner and the property; or any other action permitted by law.



The Board's July 2, 2026 Order is attached, as well as the Building Department's Staff Report.

Shuler added that the public nuisance has generally been abated, and that the inoperable vehicle has been removed. The owners are still working towards getting the unsafe building (a garage) demolished. There was a demolition permit for that recently, so that appears to be moving forward.

Mayor Leichty called upon Grise to testify, asking him if the one thing remaining was the demolition and removal of the garage. Grise indicated that the demolition which had been "in the works" was now delayed, as the individual who previously offered hauling services is no longer available. There is a vehicle next to the garage that needs to be removed, but it is holding up part of the garage and therefore cannot be removed until demolition takes place. Mayor Leichty asked Grise if he thought the garage would be demolished by December 7, 2026, and he was not confident of that, unless the owners had another plan. Grise also indicated that they should be given a chance to find assistance, otherwise the City may need to oversee the demolition.

Board member Landis asked if the slab can remain with a demolition, and Grise indicated that it can. The brick garage must be removed, however, and the cost to take it to the Elkhart County landfill is by the ton.

Brad Stryker spoke on behalf of his spouse, the property owner. He began by thanking the City for the help so far. That happened on July 11, 2026, helping him and his wife to downsize and get rid of things no longer needed.

Board member Swartley asked about a lumber pile at the front of the property, and Grise indicated that this was something the City had committed to remove and would therefore take care of. Stryker said there was a misunderstanding and delay about a "second clean-up" date from someone who took two vehicles away, but that person is no longer available to help with the garage demolition and hauling away debris. Stryker tried 10 emails, 6 texts, and 4 phone calls, and felt frustrated to never hear back.

Mayor Leichty reminded Stryker that the deadline was December 7, 2026, and that an alternate plan was needed.

Stryker thought the demolition and debris removal would be taken care of by then. Grise thought that it might cost \$10,000 to \$12,000 to demolish and remove this brick garage, which is approximately 24' by 30'. Stryker made a few more comments about possible solutions, including his son as a helper, but nothing definitive.

Shuler returned to the podium to restate that a 60-day allowance to follow through on demolition of garage and removal of debris. If this is not completed, the City could potentially assess a tax lien to offset the cost of either using City resources or to bid out the work to a vendor. Board member Board member Landis wondered if the City could "accidentally" knock the building down, but other Board members acknowledged that certain City Department Heads were not present to agree to that suggestion. There is no electrical service in the garage.

MOTION

Leichty/Landis made a motion to extend a 60 day period until December 7, 2026 to demolish the garage and remove remaining debris, as well as a compliance review hearing for December 10, 2026. The motion passed 4-0.

10) Public Nuisance/Unsafe Building hearing on Building Commissioner Order: 517/519 New York Street for public nuisance conditions and residential structures needing repairs (Unique Property Leasing, LLC, property owners)

BACKGROUND:

In a Sept. 3, 2026 memorandum, Assistant City Attorney Don Shuler wrote that a hearing ordered to review Public Nuisance enforcement under Goshen City Codes 6.1 D2. An Order of the City of Goshen Building Commissioner was issued on August 3, 2026 for the property at 517-519 New York. The Order addressed both public nuisance conditions as well as building code violations at the residential structures on the property. The Order required that the nuisance conditions be abated and the code violations repaired within thirty (30) days.



Shuler wrote that the Order of the Building Commissioner was sent via certified mail and regular mail, as required by the Indiana Unsafe Building Law. The certified mail was returned "unclaimed." The regular mail was not returned.

Shuler wrote that the hearing was being convened to review the Building Commissioner's Order. He wrote that the Board may receive reports, evidence, and arguments from the Building Department, the property owner, City staff, and any other individual wishing to speak to the property.

Shuler provided the Building Commissioner's Order, the Staff Report to be presented at the Hearing, as well as the Staff's recommended Order proposed Order.

Section 1.

On Aug. 3, 2026, City Building Commissioner Myron Grise issued a Public Nuisance/Unsafe Building Enforcement Authority Order for 5171519 New York Street.

Grise informed the property owners, Unique Property Leasing, LLC, that they were "in violation of the City of Goshen Public Nuisance Ordinance, codified at Goshen City Code § 6.10.2; and the City of Goshen Neighborhood Preservation Ordinance, codified at Goshen City Code § 6.3.1."

Section 2.

In his seven-page letter, Grise wrote that the following conditions existed on the premises identified in

A. Public Nuisance

1) Solid waste generated at the Premises is not contained. The solid waste containers serving the Premises are habitually filled beyond their rated capacity and above the maximum loading level marked upon the containers and bagged and loose garbage and litter accumulate upon the ground surrounding the containers and scatter across the Premises. The number of containers provided at the Premises, and the frequency with which they are collected, are insufficient to contain the solid waste generated at the Premises between collections, and the condition therefore recurs. This condition was observed and documented on June 9, 2026, June 17, 2026, and July 1, 2026. This condition constitutes a public nuisance generally under § 6.10.2.1(c) and more specifically under § 6.10.2.1(c)(I), (4), (7), and (11).

2) There has accumulated upon the Premises, outside any enclosed structure, a quantity of debris covered by deteriorating tarpaulins, including building materials, scrap, concrete block, and rubble, together with associated loose materials at the margins of the accumulation, maintained in an unsanitary condition and providing harborage for rodents and insects. This accumulation was observed and documented on July 29, 2025 and remained in substantially the same location and condition when observed and documented on June 9, 2026. This condition constitutes a public nuisance generally under § 6.10.2.1(c) and more specifically under § 6.10.2.1(c)(I), (2), (4), and (11), and to the extent the accumulation includes demolition remains, under 6.10.2.1(c)(3).

According to the Review Hearing from September 3, 2026, this matter came before the Board in its capacity as the City's Unsafe Building Hearing Authority and as the board to review Public Nuisance enforcement under Goshen City Code § 6.10.2. An Order of the City of Goshen Building Commissioner was issued on August 3, 2026 for the property at 517-519 New York Street. The Order addresses both public nuisance conditions as well as building code violations at the residential structures on the property. The Order requires that the nuisance conditions be abated and the code violations repaired within thirty (30) days. The Order of the Building Commissioner was sent via certified mail and regular mail, as required by the Indiana Unsafe Building Law. The certified mail was returned "unclaimed." The regular mail was not returned. Today's hearing is to review the Building Commissioner's Order. The Board may receive reports, evidence, and arguments from the Building Department, the property owner, City staff, and any other individual wishing to speak to the property. Attached for the Board's reference was the Building Commissioner's Order, the Staff Report presented at the Hearing, as well as the Staff's recommended proposed Order.

DISCUSSION AND OUTCOME OF THE COMPLIANCE REVIEW HEARING ON OCT. 8, 2026:



At 4:33 p.m., Mayor Leichty convened a review hearing for 517/519 New York Street for public nuisance conditions as well as building code violations at the residential structures on the property (Unique Property Leasing, LLC, property owner)

Present at the hearing were: Board members Leichty, Landis, Myers, and Swartley; Assistant City Attorney Don Shuler, City Building Commissioner Myron Grise. The property owner was not present.

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

Shuler began by stating that this matter was previously before the Board on September 3, 2026. At that hearing, the Board affirmed the Building Commissioner's Order and entered an Order requiring the public nuisance conditions to be abated and the residential structures to be repaired by October 4, 2026; imposed a civil penalty of \$2,500 for the owner's willful failure to comply but postponed the effective date of that civil penalty to October 8, 2026; and reserved continuing jurisdiction and set the matter for review hearing.

Today's hearing was to review compliance with the Board's September 3, 2026 Order. The Board may receive reports, evidence, and arguments from the Building Department, the property owner, City staff, and any other individual wishing to speak to the property. Based on the findings the Board makes, the Board may:

1. Continue the matter for further review.
2. Determine if the civil penalty of \$2,500, that was postponed to today, should take effect, be reduced, or be stricken.
3. Impose one (1) or more additional civil penalties if the Board specifically finds that significant work to comply has not been accomplished and that the premises have a negative effect on property values or the quality of life of the surrounding area or require the provision of services by local government in excess of the services required by ordinary properties.
4. Authorize the Building Commissioner to proceed with remedial action as permitted by the Indiana Unsafe Building Law; or
5. Take any other action permitted by law to address the unsafe premises.

Shuler described that there still were piles of garbage, as well as trash strewn around the yard. In addition, both buildings lack complete vinyl siding, revealing compromised vapor barriers and open eaves underneath the gutters. There is vinyl siding that had never been hung on the exterior walls, which is part of the debris pile on the property, possibly going back as far as 2017 or 2018. Shuler referred to pictures taken by City Building Commissioner Myron Grise, who spoke next.

Grise reviewed the slides in the slideshow "October 5 Re-Inspection," which shows the pile of vinyl siding, as well as the trash and the exterior lacking siding. It appeared that nothing had been done except the removal of a solid waste container (and this was done by the City, not the Owner). Grise had been in contact with Himco, and they told him that the Owner had cancelled services with them and owed them money. The Owner was not present at this review hearing. When Grise tried to discuss the matter of trash removal with the Owner, there was a negative reaction and he seemed to think an alternate plan was needed.

Shuler continued that there have been complaints about the trash, which are increasing in frequency. In reviewing the five options mentioned above, the first thing mentioned was the second option, to let the \$2,500 penalty stand and take effect today for willful failure to comply. Staff recommendation has been to impose an additional \$5,000 fine, as there has been no communication from the Owner, and the City continues to receive complaints. In order to make an additional fine of \$5,000, the City would need to cite two additional findings: first, that there has not been significant work done, and second, that the matter is hurting property values, affecting quality of life, or requiring City services beyond the ordinary.

Mayor Leichty reiterated that both findings can be cited, and it is obvious that the Owner has failed to comply with repairs, clean-up and other orders. Regarding the second point, Grise mentioned that there have been reports of raccoons, mice, and other vermin affecting quality of life, as well as concerns about property values in the neighborhood.



Shuler suggested that the Board suspend the \$5,000 fine, and that a review hearing be scheduled for October 29, 2026 to see where matters stand at that time. Shuler also mentioned that the Board could authorize the City to either do the work and bill the Owner or get a vendor to complete the work and bill the Owner.

Mayor Leichty asked a clarifying question about the options, and Shuler clarified that his suggestion was a "both/and" action, involving the imposition of another fine *and* the requirement to comply with the City's orders.

Board member Landis asked if the Board needed to take action on the \$2,500 fine, or if that was automatically imposed on this day set to take effect. Goshen City Attorney Bodie Stegelman responded that the Board needs to make an affirmative motion that the \$2,500 fine be imposed now and collected or recorded.

Board member Landis then asked about the other options, including the imposition of the \$5,000 fine and whatever costs come from collecting and removing the trash, which could be part of a tax lien. Mayor Leichty mentioned that she would be in favor of taking such steps to improve the property.

Board member Barb Swartley asked about the vinyl siding materials in a stack, wondering if they and the vapor barrier materials were still usable. Grise answered that the siding has been there so long that possibly not, as the sun has been beating on them since 2018, and children have played on and stepped on them. Vinyl is durable, so maybe it still could be used, but the vapor barrier must be removed and replaced. The manufacturer says it can only endure 6 months exposure, but it has already had 7 or more years of exposure. Board member Landis confirmed that they easily could cut that old barrier away and install a new barrier, and Grise agreed.

Board member Orv Myers asked if the rental units were occupied. Grise confirmed that there are four (4) apartments in each building, for a total of eight (8) units. Inside, the units are in good shape. But despite interior improvements, the City has received multiple complaints (almost daily in frequency) now, with nearby residents wondering what the City is doing.

Board member Swartley acknowledged that it is hard for people to see buildings like that in their neighborhood. Grise said that there are pictures with raccoons, and that there are also mice and other vermin that had not been there before.

Mayor Leichty asked if the Board was ready to make a motion, and Stegelman suggested first for the record that the Board acknowledge the property owner did receive notice of this hearing and is not present. Mayor Leichty agreed this was a notable factor in consideration of the matter, and that it seemed clear the owner was unwilling to cooperate.

Board member Landis wondered what should be done about the siding if it is not trash, wondering whether a receivership or some other method was the best way to achieve clean-up and compliance with code. Grise commented that a siding person could have finished that job in one or two days. According to this view, it should not have been hard to complete the job.

Mayor Leichty did not think that the City had additional funds this year for receivership, but that there was money budgeted for 2027. She thought the Board could move forward with both the \$2,500 and \$5,000 penalties, given that the owner has not exhibited any willingness to cooperate. The owner is running a business, receiving rent, and there is revenue on this property. Mayor Leichty said that the Board has demonstrated a willingness to hear people out, and to work with people who are willing to cooperate. She has had every opportunity to defend herself and has not. Mayor Leichty said she was ready to impose both fines, and seek bids to remove the trash, which would include the vinyl siding.

Board member Landis was hesitant to say that the vinyl siding was trash, due to its durability. Mayor Leichty asked if the Board could impose a deadline for when the siding would be attached to the building. Board member Landis said he would be okay with imposing a seven (7) day time period to remove the siding from the site or it would be removed with trash on the property.

Mayor Leichty wondered if staff could do the work and send a bill, or did it need to be bid out. Shuler responded that as long as it is work that costs less than \$25,000, then it does not need to be bid out.



Board member Swartley wondered what the costs would be for pick-up, removal and dumping. Mayor Leichty seemed to think that the first two parts of the motion were clear (\$2,500 and \$5,000 penalties), and that it would be helpful to hear from the Building Commissioner. Grise believed the only certain way to get the trash removed would be if the City did the work and then billed the Owner for the service.

Mayor Leichty asked if the fines and billing could be assessed to a lien, and Shuler affirmed that it could be added as a special assessment of taxes, unless paid prior. Board member Swartley emphasized that the trash pick-up should be prioritized (ahead of completion of vapor barrier, soffits, and siding).

Shuler suggested that the motion include the two findings, so that the second fine can be imposed and that the City has it in the record. The motion could also authorize the Building Commissioner to address the trash issue, as well as the exterior of both buildings (replace vapor barrier, finish soffits and siding).

Board member Landis asked for clarification, and Mayor Leichty reiterated that the motion contains three parts: first, that the Building Commissioner would be authorized to work on the trash removal if the owner has not acted within seven (7) days; second, that the \$2,500 suspended fine would now be due; and third, the suspension of the \$5,000 fine, contingent on the owner completing the siding in 30 days, with a review hearing scheduled for November 12, 2026. Stegelman confirmed that the \$5,000 fine would be suspended until the review hearing, and that it would take effect at the next hearing if there was noncompliance. Shuler added that the reason for the fine is that no work has been done and that it is hurting the local property values and quality of life, as mentioned previously.

MOTION

Leichty/Myers made a motion to that the Building Commissioner would be authorized to work on the trash removal if the owner has not acted within seven (7) days, that the \$2,500 suspended fine would now be due, and a \$5,000 fine would be suspended, but then imposed if the owner failed to complete the vapor barrier, siding and soffit repair by November 12, 2026. The motion passed 4-0.

At 5:01 p.m., Mayor Leichty adjourned the Review/Compliance hearing for the Building Commissioner orders and resumed the meeting of the Board of Public Works & Safety.

Approval of Civil City and Utility Claims

Mayor Leichty made a motion to approve Civil City and Utility claims and adjourn the meeting. Board member Landis seconded the motion. The motion passed 4-0.

Adjournment

Mayor Leichty then adjourned the meeting at 5:02 p.m.

FORMAT FOR EXHIBIT DESCRIPTIONS:

EXHIBIT #1: Before the meeting, Director of Innovation and Technology Mattie Lehman gave Board members a one-page memorandum and a one-page agreement addendum for this Privilege of the Floor item. Innovation & Technology Department request: Approve and authorize Mayor Leichty to execute the attached Addendum #2 to the Jotform Enterprise Agreement.

APPROVED:



Mayor Gina Leichty

Mike Landis, Member

Orv Myers, Member

Absent

Mary Nichols, Member

Barb Swartley, Member

ATTEST:

Gregory Imbur, Records and Grants Coordinator



CITY OF GOSHEN BOARD OF PUBLIC WORKS & SAFETY
MINUTES OF THE OCTOBER 15, 2026 CLAIMS REVIEW & APPROVAL MEETING
Convened in the Goshen Police Building, 111 East Jefferson St., Goshen, Indiana

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

Call To Order: Mayor Leichty called the meeting to order at 4:00 p.m.

REVIEW/APPROVE AGENDA: Mayor Leichty presented the agenda as submitted by Clerk-Treasurer Aguirre. Board member Barb Swartley made a motion to approve the agenda as submitted Board member Mike Landis seconded the motion. The motion passed 5-0.

1) Engineering Department request: Open bids received from contractors for the Denver Street Curb and Sidewalk and Wilden Avenue Drainage Improvements project, read the total bid amounts, and refer the bids to the Engineering Department for review and a recommendation

On behalf of the Goshen Engineering Department, the City solicited sealed bids from contractors for the Denver Street Curb and Sidewalk and Wilden Avenue Drainage Improvements project.

All sealed bids were due by 3:45 p.m. on Oct. 15, 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:

- Rieth-Riley Construction Co., South Bend, IN: \$598,439.12

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

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

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

Approval of Civil City and Utility Claims

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

Adjournment

Mayor Leichty then adjourned the meeting at 4:02 p.m.

APPROVED:

Mayor Gina Leichty



Mike Landis, Member

Orv Myers, Member

Mary Nichols, Member

Barb Swartley, Member

ATTEST:

Richard R. Aguirre, Clerk-Treasurer



**COMMUNITY DEVELOPMENT BLOCK GRANT
CITY OF GOSHEN**

204 East Jefferson Street, Suite 4 • Goshen, IN 46528-3405

Phone (574) 533-9370 • Fax (574) 533-8626 • TDD (574) 534-3185
theresacummings@goshencity.com • www.goshen.in.gov

MEMORANDUM

TO: Board of Public Works and Safety

FROM: Theresa Cummings, Community Development Specialist

DATE: October 29, 2026

RE: Approval of 2026 Community Development Block Grant (CDBG) Agreement

Please approve and authorize the Mayor to sign the following revised CDBG agreement for Program Year 2026:

Housing Grant:

Owner Occupied Rehab - Lacasa, Inc.

\$54,909

The housing grant was originally approved on October 8th for \$47,909 and has been increased to \$54,909 due to the discontinuation of the planning activity. These funds will be used to support the ongoing owner-occupied housing rehab program for low- and moderate-income qualified homeowners.

The agreement is attached.

Suggested motion: To approve and authorize the Mayor to sign the revised CDBG agreement for owner-occupied housing rehab for Program Year 2026.

CITY OF GOSHEN
COMMUNITY DEVELOPMENT BLOCK GRANT
SUBRECIPIENT AGREEMENT FOR OWNER-OCCUPIED HOUSING REHABILITATION
Program Year 2026: July 1, 2026-June 30, 2027

This Housing Rehabilitation Agreement (the “Agreement”) is entered into by and between the City of Goshen, Indiana (the “City”) and LaCasa of Goshen, Inc. (the “Sub-Recipient”), an Indiana not-for-profit corporation, as of this 29th day of October, 2026.

WITNESSETH:

WHEREAS, such CDBG Owner-Occupied Rehabilitation grant will be funded through the entitlement city’s Community Development Block Grant (“CDBG”) program established under Title I of the Housing and Community Development Act of 1974, as amended, and the rules, regulations, policy memoranda and other authority thereunder (collectively, the “Act”) and administered by the City of Goshen.

WHEREAS, City has requested the assistance of the Sub-Recipient to administer the Owner-Occupied Rehabilitation portion of the CDBG program in order to carry out the proposed program;

WHEREAS, the Act contains certain requirements regarding the use of funds to fulfill a “national objective,” as defined in the Act;

WHEREAS, the national objective to be fulfilled by the City’s use of its CDBG program is the rehabilitation of single-family, owner-occupied housing by the Sub-Recipient for low and moderate (“Low and Moderate”) income families. Low- and Moderate-income families are defined in the Act and the income ranges are provided in Exhibit A, subject to new income limits when released;

WHEREAS, the Act requires that the Sub-Recipient demonstrate its intent to rehabilitate such housing for Low- and Moderate-income families;

WHEREAS, the Act prohibits discrimination under any program or activity funded with CDBG moneys on the basis of race, color, national origin, religion, or sex. Additionally, the Fair Housing Act of 1968 prohibits discrimination for housing activities funded with CDBG based on race, color, national origin, religion, sex, familial status, or disability.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the City and Sub-Recipient agree as follows:

1. Sub-recipient Designation and Administration of Grant. City hereby designates and Sub-Recipient hereby agrees to serve as a sub-recipient for the Owner-Occupied Rehabilitation portion of the CDBG program and to administer such portion in accordance with this Agreement and the Act.

2. Scope of Services. Sub-Recipient agrees to perform the services under this Agreement as specified in the attached Exhibits A and B that are hereby incorporated by reference. In performing such services, Sub-Recipient agrees:

(a) To obtain all federal, state, and local government approvals, permits, licenses, and review required by law to be obtained for the performance of the rehabilitation services under this Agreement.

(b) To comply with all applicable, federal, state, and local laws and regulations pertaining to the performance of the rehabilitation work under this Agreement.

(c) To submit to the City any and all documents demonstrating compliance with all federal and state rules and regulations. Such demonstrations will be provided at the request of the City. City’s failure to request any supporting documentation, however, shall not excuse any failure on the part of Sub-Recipient to have complied with the applicable federal and state rules and regulations.

(d) To file claims on a timely basis with the City for the release of funds from the grant for reimbursement of the direct costs incurred under the program. All claims will be accompanied by verification of all costs incurred. Copies of the following documents must be on file with the City in order to process a claim: signed loan approval with income verification; cost estimate with construction details and costs; SHPO approval; title search and deed; signed agreement with property owner; recorded lien/grant/mortgage; claim for payment; invoices supporting claim amount.

(e) Claims will be limited to the sum of Fifty-Four Thousand Nine Hundred and Nine Dollars (\$54,909.00) for the rehabilitation project. This amount includes miscellaneous project expenses which will be incurred by the City (e.g., professional services). The maximum CDBG contribution per owner-occupied project shall not exceed Ten Thousand Dollars (\$10,000) unless an exception is approved by the Loan Committee, up to a maximum CDBG contribution of twenty-five thousand dollars (\$25,000) per project. Single projects One Thousand Five Hundred Dollars (\$1,500.00) or less may be funded to meet the needs of low- and moderate-income families without lien or grant restrictions, up to a maximum total of Six Thousand Dollars (\$6,000.00) in the current project year. Sub-Recipient may spend up to 20% of the claimed hard project costs for direct project administration. Project administration includes but is not limited to the following activities:

1. Property appraisal;
2. Home maintenance training;
3. Family financial budgeting;
4. Accounting activities related to managing the program;
5. Preparation of required documents.

Project administration costs are not applied to the loans or liens charged against the property owner. Any changes or adjustments in these funding limitations shall require the prior approval of the City by contract amendment approved by the Goshen City Board of Works.

(f) That all contracts and services and other procurement of materials, services, or construction shall be carried out in compliance with applicable laws and regulations, including but not limited to, those listed in Exhibit E.

(g) That all federal fair housing and other requirements stated in the CDBG program shall be met when performing the rehabilitation services under this Agreement.

(h) That City and Federal officials and representatives will have access to all books, accounts, records, reports, files, and other papers, things or property pertaining to the project in order to make audits, examinations, excerpts, and transcripts.

(i) To assist any or all of the City's personnel or agencies, designated by the City by contract or resolution or other written document, regarding the implementation of this Agreement, and such designated personnel and agencies shall provide information and cooperation to the Sub-Recipient to the extent provided in this Agreement and other contracts, resolutions, or written agreements.

(j) To provide any and all information as requested by the City to fulfill the requirements of the Federal Subaward Reporting System (FSRS). This includes having a UEI (Unique Entity Identifier) and maintaining a current and accurate SAM.gov (System for Award Management) account.

3. Release of Funds. The City agrees to release funds from the CDBG program for direct costs incurred by the Sub-Recipient as funds are requested by Sub-Recipient in accordance with City claim procedures as outlined in Exhibit F.

4. City Responsibilities. City agrees:

(a) To retain all Tier I environmental responsibilities and the responsibility for initiating any applicable inter-governmental review process. However, nothing in this Agreement shall be construed to create environmental responsibilities that do not otherwise exist.

(b) To file required paperwork and documents with the U.S. Department of Housing and Urban Development and any other necessary agencies on a timely basis with respect to the CDBG program and to pay properly submitted and documented claims of the Sub-Recipient on a timely basis.

5. Designation of Project Coordinators. For purposes of this Agreement, the Project Coordinator for the City shall be Theresa Cummings, Community Development Specialist, City of Goshen. The Project Coordinator for the Sub-Recipient shall be Jeremy P. Stutsman, President/CEO, LaCasa of Goshen, Inc. Communications pertaining to this Agreement shall be through the respective Project Coordinators for the City and Sub-Recipient.

6. Term of Agreement.

(a) The term of this Agreement shall run from and including the 1st day of July 2026 through and including the 30th day of June 2027. All of Sub-Recipient's claims to release funds from the CDBG program shall be submitted to the City no later than the day specified by the Community Development Specialist near the end of the contract period, approximately June 3, 2027, so that all claims can be paid within the contract year, except as needed to complete projects, including the associated reporting and paperwork, extending the term of the contract no longer than the end of calendar year 2027.

(b) When the Community Development Specialist is notified that CDBG funds are no longer available due to funding changes or lack of funding by the U.S. Department of Housing and Urban Development to support continuation of performance of the Agreement, the Agreement shall be canceled with not less than 30 days' notice to the Sub-Recipient from the City.

7. Audit Compliance. The Sub-recipient shall provide the amount of federal funds expended in the Sub-recipient's fiscal year, as requested by the City. If the Sub-recipient expends \$1,000,000 or more of federal funds in a fiscal year, an audit following 2 CFR 200.514 must be conducted and a copy of the audit submitted to the City for review, within 30 days after receipt of the auditor's report(s) or nine months after the end of the audit period, whichever is earlier. Any findings related to CDBG must be cleared by the City.

8. CDBG Assets. Upon the expiration or termination of this Agreement, all CDBG-funded assets shall revert to the City to be disposed of in accordance with applicable federal rules, laws, and regulations governing the disposition of property, assets, and equipment purchased with federal funds.

9. Program Income. Sub-Recipient agrees that any Program Income as defined by the Act generated pursuant to this Agreement in the administration of the CDBG program shall be administered and handled as required by the Act and may be expended only upon the prior approval of the City.

10. Uniform Administrative Requirements. Sub-Recipient agrees to comply with applicable uniform administrative requirements, as described in 2 CFR Part 200.

11. Notice. All notices required or permitted under this Agreement shall be submitted in writing to the other party to this Agreement, and delivered personally or sent by regular first-class mail:

City of Goshen, Indiana
Attn: Theresa Cummings, CDBG
204 E. Jefferson Street, Suite 4
Goshen, Indiana 46528

LaCasa of Goshen, Inc.
Attn: Jeremy P. Stutsman
202 N. Cottage Avenue
Goshen, Indiana 46528

Or at such other place as the parties may designate in writing from time to time.

12. Conflict of Interest. The Sub-Recipient represents that none of its employees, officers, or directors presently have any interest, either direct or indirect, which would conflict in any manner with Sub-Recipient's performance or procurement under this Agreement, and that no person having such interest shall be appointed or employed by Sub-Recipient; except that which is disclosed in writing by the Sub-Recipient to the City.

13. Tax Exempt Status. Attached hereto as Exhibit G by this reference made a part hereof is a copy of correspondence from the Internal Revenue Service dated the 28th day of January 2003 confirming the 501(c)(3) tax exempt status of the Sub-Recipient.

14. Default.

(a) Upon Sub-Recipient's failure to comply with any of the terms and conditions contained within this Agreement or its failure to comply with the appropriate federal rules, laws, and regulations governing the administration of the CDBG funds, all rights inuring to the benefit of Sub-Recipient pursuant to this Agreement shall be suspended and this Agreement, shall be terminated upon delivery of written notice by the City. Furthermore, Sub-Recipient shall not be entitled to reimbursement from the City for any project in which Sub-Recipient is in default of its obligations imposed upon it pursuant to this Agreement, or is in violation of any federal rules, laws, or regulations governing the administration of CDBG funds. Upon City's default under this Agreement, all rights inuring to the benefit of City pursuant to this Agreement shall be suspended and this Agreement shall be terminated upon delivery of written notice by Sub-Recipient.

(b) Upon default by a party to this Agreement, the non-defaulting party shall be entitled to recover its damages, penalties incurred, costs and expenses sustained, and reasonable attorney fees from the defaulting party in addition to the remedies provided in subparagraph (a) above. A party shall be in default under this Agreement in the event it violates or fails to comply with any of the terms and conditions contained within this Agreement or the applicable state and federal laws, rules, and regulations.

15. Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns; provided, however that no assignment shall be effective to relieve a party of any liability under this Agreement unless the other party has consented in writing to the assignment and agreed to the release of such liability. The City and Sub-Recipient hereby acknowledge receipt of a duly executed copy of this Agreement complete with all exhibits attached hereto.

IN WITNESS WHEREOF, the Sub-Recipient and the City have caused this Agreement to be executed by a duly authorized individual as of the date first above written.

SUB-RECIPIENT:

LACASA OF GOSHEN, INC.

By: _____
Jeremy P. Stutsman, President/CEO

ATTESTED:

By: _____

Printed: _____

Title: _____

CITY:

CITY OF GOSHEN, INDIANA BY
AND THROUGH THE MAYOR
OF THE CITY OF GOSHEN, INDIANA

By: _____
Gina Leichty, Mayor

Exhibit A
OWNER-OCCUPIED REHABILITATION PROGRAM
CITY OF GOSHEN, INDIANA
Effective as Revised November 7, 2011

The owner-occupied rehabilitation program is available for single-family, owner-occupied homes meeting the specified income requirements within the City of Goshen and is funded through the Community Development Block Grant (CDBG) program.

This is a mortgage loan program. A real estate mortgage will be added to the property. Applicants qualify with income limits set by HUD for Goshen, Indiana, as outlined in this exhibit.

DEFERRED PAYMENT LOAN

- Income between 0% and 80% of area median income
- No repayment until home is sold or otherwise vacated by recipient
- No interest
- Loan is secured by a mortgage
- Total amount is due when house is sold or no longer occupied by recipient

2026 Income Guidelines

HUD Income Limits Effective May 1, 2026
Goshen, Indiana
FY 2026 Median Family Income \$89,900

2026	<u>Income Limits</u>							
	1 Person	2 Person	3 Person	4 Person	5 Person	6 Person	7 Person	8 Person
≤30%	\$18,900	\$21,640	\$27,320	\$33,000	\$38,680	\$44,360	\$50,040	\$55,720
31-50%	\$31,500	\$36,000	\$40,500	\$44,950	\$48,550	\$52,150	\$55,750	\$59,350
51-80%	\$50,350	\$57,550	\$64,750	\$71,900	\$77,700	\$83,450	\$89,200	\$94,950

All households must have documented income eligibility, with records showing family size and annual income. Annual income must be documented as defined under the Section 8 Housing Assistance Payments program. Documentation must be kept on file for review as requested by the Community Development Specialist. Income of all adults living in the household must be combined and compared to the income limit for the number of persons living in the household.

Additionally, occupancy records must be maintained on race and ethnicity of the occupants and female-headed households.

Exhibit B

SCOPE OF SERVICES

- (a) To prepare and secure execution of agreements between LaCasa and the owner participants specifying the responsibilities of each party with regard to the project including the work to be performed and commitments made by LaCasa under this agreement.
- (b) To prepare, execute and record all lien/grant/mortgage agreements and to provide the original, recorded documents to the City.
- (c) To conduct Tier II Environmental Review for each of the houses selected for rehab, including preparing any necessary maps, preparing photo documentation for each property, contacting the local and county historians for review and comment, and preparing all narrative and documentation for DHPA Section 106 review.
- (d) To follow the repair guidelines outlined in Exhibit C of this document.
- (e) To maintain records adequate to identify and account for all costs pertaining to this agreement; to establish the eligibility of the household assisted under the program and such other records as may be required by statute, rule or regulations. These records shall be maintained for a period of four (4) years after grant closeout or forgiveness of the mortgage and lien, whichever date is greater, and shall be available to the City and authorized federal agencies.
- (f) Prepare project reports to be presented to the City detailing information on work performed. The information shall include location, determination of income, number of household members, the race and ethnicity of household members, before and after photographs of project, and a brief description of the work performed. The rehabilitation program process is described on Exhibit D.
- (g) Provide proof of complying with all rules and regulations involving rehabilitation work and Lead Based Paint requirements.
- (h) The maximum CDBG loan amount is Ten Thousand (\$10,000). Loans will be provided as a deferred loan with no interest to homeowners with incomes between 0% and 80% of area median income. All proceeds from loan repayment are considered program income and are to be returned to the City's CDBG program.

Exhibit C

Housing Policy Owner-Occupied Housing Improvement Priorities

In providing funding packages, Sub-Recipient places the following priorities on projects. If any items from the first two priorities are discovered in the initial inspection, they must be addressed in the funding package. The third and fourth priorities are given the second consideration. The fifth priority is given final consideration if the family is getting a loan; however, 2/3 of the funding package must be for priorities 1-4.

First Priorities include items which affect the safety and accessibility of the occupants.

1. Electrical systems
2. Heating systems
3. Gas lines
4. Modifications for handicap accessibility

Second Priorities include items which affect the structural integrity and energy efficiency of the house.

1. Roofs
2. Foundations
3. Plumbing leaks that damage the structure of the house.
4. Insulation

Third Priorities include items which affect the value of the neighborhood.

1. Roofs
2. Siding
3. Windows
4. Exterior Doors
5. Soffits and Gutters
6. Exterior Painting
7. Sidewalks
8. Driveways

Fourth Priorities include major systems which make the house more livable.

1. Heating
2. Plumbing
3. Electrical

Fifth Priorities include interior aesthetics.

1. Cabinets
2. Countertops
3. Floor coverings
4. Repairing/Replacing walls
5. Replacing Bathtubs and Toilets
6. General Remodeling

Exhibit D

Rehabilitation Program Process, LaCasa of Goshen, Inc.

1. Initial Intake – LaCasa
2. Applications and Eligibility Determinations – LaCasa
Income/Ownership/Historic Structure/Conflict of Interest/ Residency
3. Initial Inspection – Construction
4. Work Schedule with Owner – Construction Manager
5. Review Work Schedule with Owner – Construction Manager
6. Submit to SHPO – Construction Manager
7. Approval to Solicit Bids – HOC Director
8. Notice to Bidders – Construction Manager
9. Receipt of Bids – Construction Manager
10. Review/Tabulate Bids – Construction Manager
11. Determine Reasonableness/Feasibility – Construction Manager
12. Check Availability of Funds - CFO
13. Review Bids with Owner – Construction Manager
14. Prepare Recommendation re Contractor and Loan Terms – Construction Mgr and HOC Mgr
15. Contract Award/Loan Approval – Construction Manager and LaCasa Loan Committee
16. Grant Loan Approval – LaCasa Loan Committee
17. Prepare Contract Documents - Construction Manager
18. Prepare and Execute Contracts, Grant Agreements, Liens and Mortgages - Owner, Contractor, Construction Manager
19. Set-up Project Ledger – CFO
20. Notice to Proceed - Construction Manager
21. Request for Payment/Claim – Contractor and CFO
22. Construction Inspections - Building Department City of Goshen for all work requiring City permit. All other contract work by Construction Manager.
23. Approval of Progress Payments: Request for Payment - Construction Manager/CFO
24. Payment of Contractors – CFO
25. Change Orders - Contractor, Owner, Building Inspector, Construction Manager, President or Director of Housing (Board of Works, if scope of work deviates from Exhibit C)
26. Contractor Request for Final Payment/Final Claim: Warranties, Waivers of Lien. - Construction Manager/CFO
27. Final Inspections - Owner, Contractor, Construction Manager., President or Director of Housing
28. Final Payment - CFO

Exhibit E

I. Administrative Requirements

A. Financial Management

1. Accounting Standards

The Sub-recipient agrees to comply with 2 CFR Part 200 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles

The Sub-recipient shall administer its program in conformance with 2 CFR Part 200 as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

B. Documentation and Record Keeping

1. Records to be Maintained

The Sub-recipient shall maintain all records required by the Federal regulations specified in 24 CFR 570.506 that are pertinent to the activities funded under this Agreement. Such records shall include but not be limited to:

- a. Records providing a full description of each activity undertaken;
- b. Records demonstrating that each activity undertaken meets the National Objective of the CDBG program of benefiting low/moderate income persons;
- c. Records required to determine the eligibility of activities;
- d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
- e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
- f. Financial records as required by 24 CFR 570.502, and 2 CFR Part 200; and
- g. Other records necessary to document compliance with Subpart K of 24 CFR 570.

2. Retention

The Sub-recipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of four (4) years. The retention period begins on the date of submission and execution of the closeout grant agreement between the City and HUD or the fulfillment of the mortgage and lien, whichever date is greater. City will notify subrecipients of the effective date and retention period once closeout has been achieved. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the four-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the four-year period, whichever occurs later.

Client Data

The Sub-recipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to the City or their designees for review upon request.

3. Disclosure

The Sub-recipient understands that client information collected under this contract is private, and the use or disclosure of such information, when not directly connected with the administration of the City's or Sub-recipient's responsibilities with respect to services provided under this contract, is prohibited unless written consent is obtained from such person receiving service, and, in the case of a minor, that of a responsible parent/guardian, unless otherwise required by law.

4. Close-Outs

The Sub-recipient's obligation to the City shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the City), final close-out reports and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Sub-recipient has control over CDBG funds, including program income.

5. Audits and Inspections

All Sub-recipient records with respect to any matters covered by this Agreement shall be made available to the City, grantor agency, their designees or the Federal Government, at any time during normal business hours, as often as the City or grantor agency deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Sub-recipient within 30 days after receipt by the Sub-recipient. Failure of the Sub-recipient to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments. The Sub-recipient hereby agrees to have an annual agency audit conducted in accordance with current City policy concerning Sub-recipient audits and, as applicable, 2 CFR Part 200.

C. Reporting and Payment Procedures

1. Program Income

The Sub-recipient shall report on a monthly basis all program income as defined at 24 CFR 570.500(a) generated by activities carried out with CDBG funds made available under this contract. The use of program income by the Sub-recipient shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the Sub-recipient may use such income during the contract period for activities permitted under this contract and shall reduce requests for additional funds by the amount of any such program income balances on hand. All unused program income shall be returned to the City at the end of the contract period. Any interest earned on cash advances from the US Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to the City.

2. Indirect Costs

If indirect costs are charged, the Sub-recipient will develop an indirect cost allocation plan for determining the appropriate Sub-recipient's share of administrative costs and shall submit such plan to the City for approval, in a form specified by the City.

3. Payment Procedures

The City will pay to the Sub-recipient funds available under this contract, based upon information submitted by the Sub-recipient and consistent with any approved budget and City policy concerning payments. With the exception of certain advances, payments will be made for eligible expenses actually incurred by the Sub-recipient, and not to exceed actual cash requirements. Payments will be adjusted by the City in accordance with advance fund and program income balances available in Sub-recipient accounts. In addition, the City reserves the right to liquidate funds available under this contract for costs incurred by the City on behalf of the Sub-recipient.

D. Procurement

1. Compliance

The Sub-recipient shall comply with current City policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the City upon termination of this Agreement.

2. OMB Standards

Unless specified otherwise within this Agreement, the Sub-recipient shall procure all materials, property, or services in accordance with the requirements of 2 CFR Part 200.

3. Travel

The Sub-recipient shall obtain written approval from the City for any travel outside the metropolitan area with funds provided under this Agreement.

II. Personnel and Participant Conditions

A. Civil Rights

1. Compliance

The Sub-recipient agrees to comply with all local and State of Indiana civil rights ordinances and with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act (HCDA) of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age

Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.

2. Nondiscrimination

The Sub-recipient agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the HCDA are still applicable.

3. Land Covenants

This contract is subject to the requirements of Title VI of the Civil Rights Act of 1964 (PL 88-352) and 24 CFR 570.601 and 570.602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this contract, the Sub-recipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the City and the United States are beneficiaries of and entitled to enforce such covenants. The Sub-recipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

4. Section 504

The Sub-recipient agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 USC 794), which prohibits discrimination against the individuals with disabilities or handicaps in any Federally assisted program. The City shall provide the Sub-recipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

B. Equal Opportunity

1. Women- and Minority-Owned Businesses (W/MBE)

The Sub-recipient will use its best efforts to afford minority- and women-owned business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in this contract, the term “minority and female business enterprise” means a business at least fifty-one percent (51%) owned and controlled by minority group members or women. For the purpose of this definition, “minority group members” are Afro-Americans, Spanish-speaking, Spanish-surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The Sub-recipient may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

2. Access to Records

The Sub-recipient shall furnish and cause each of its own subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the City, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

3. Notifications

The Sub-recipient will send to each labor union or representative of workers with which it has a collective bargaining Agreement or other contract or understanding, a notice, to be provided by the agency contracting office, advising the labor union or worker’s representative of the Sub-recipient’s commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

4. Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement

The Sub-recipient will, in all solicitations or advertisements for employees placed by or on behalf of the Sub-recipient, state that it is an Equal Opportunity or Affirmative Action employer.

5. Subcontract Provisions

The Sub-recipient will include the provisions of Paragraphs II.A., Civil Rights, and B., Equal Opportunity, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own subrecipients or contractors.

C. Employment Restrictions

1. Prohibited Activity

The Sub-recipient is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

2. Labor Standards

The Sub-recipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 USC 327 *et seq.*), and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Sub-recipient agrees to comply with the Copeland Anti-Kickback Act (18 USC 874 *et seq.*) and its implementing regulations of the US Department of Labor at 29 CFR Part 5. The Sub-recipient shall maintain documentation which demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the City for review upon request.

The Sub-recipient agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of \$2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this contract, shall comply with Federal requirements adopted by the City pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided, that if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the Sub-recipient of its obligation, if any, to require payment of the higher wage. The Sub-recipient shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

3. "Section 3" Clause

a) Compliance

Compliance with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 75, and all applicable rules and orders issued hereunder prior to the execution of this contract, shall be a condition of the Federal financial assistance provided under this contract and binding upon the City, the Sub-recipient and any of the Sub-recipient's subrecipients and subcontractors. Failure to fulfill these requirements shall subject the City, the Sub-recipient and any of the Sub-recipient's subrecipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The Sub-recipient certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.

The Sub-recipient further agrees to comply with these "Section 3" requirements and to include the following language in all subcontracts executed under this Agreement:

"The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 USC 1701). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located."

The Sub-recipient further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to low- and very low-income persons within the service area of the project or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs; and award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project to business concerns that provide economic opportunities for low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to business concerns that provide economic opportunities to low- and very low-income residents within the service area or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs.

The Sub-recipient certifies and agrees that no contractual or other legal incapacity exists that would prevent compliance with these requirements.

b) Notifications

The Sub-recipient agrees to send to each labor organization or representative of workers with which it has a collective bargaining Agreement, or other contract or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

c) Subcontracts

The Sub-recipient will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the grantor agency. The Sub-recipient will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR 75 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

D. Conduct

1. Assignability

The Sub-recipient shall not assign or transfer any interest in this contract without the prior written consent of the City thereto; provided, however, that claims for money due or to become due to the Sub-recipient from the City under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the City.

2. Subcontracts

a) Approvals

The Sub-recipient shall not enter into any subcontracts with any agency or individual in the performance of this contract without the written consent of the City prior to the execution of such Agreement.

b) Monitoring

The Sub-recipient will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

c) Content

The Sub-recipient shall cause all of the provisions of this contract in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

d) Selection Process

The Sub-recipient shall undertake to ensure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis. Executed copies of all subcontracts shall be forwarded to the City along with documentation concerning the selection process.

3. Hatch Act

The Sub-recipient agrees that no funds provided, nor personnel employed under this contract, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the USC.

4. Conflict of Interest

The Sub-recipient agrees to abide by the provisions of 2 CFR Part 200 and 570.611, which include (but are not limited to) the following:

a) The Sub-recipient shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.

b) No employee, officer or agent of the Sub-recipient shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.

c) No covered person who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial

interest in any contract, subcontract, or Agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a “covered person” includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the Sub-recipient, the City, or any designated public agency.

5. Lobbying

The Sub-recipient hereby certifies that:

- a) No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative Agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative Agreement;
- b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative Agreement, it will complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions; and
- c) It will require that the language of paragraph (d) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative Agreements) and that all subrecipients shall certify and disclose accordingly:
- d) Lobbying Certification:
This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, USC. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

6. Copyright

If this contract results in any copyrightable material or inventions, the City and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

7. Religious Activities

The Sub-recipient agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization.

III. Environmental Conditions

A. Air and Water

The Sub-recipient agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

- Clean Air Act, 42 USC, 7401 *et seq.*
- Federal Water Pollution Control Act, as amended, 33 USC, 1251, *et seq.*, as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.
- Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.

B. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 USC 4001), the Sub-recipient shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

C. Lead-Based Paint

The Sub-recipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35, Subpart B. Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties

may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment and/or abatement may be conducted.

D. Historic Preservation

The Sub-recipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 USC 470) and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this Agreement.

In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state, or local historic property list.

IV. General Conditions

A. Responsibilities

The Grantee will carry out its activities in compliance with the requirements of Subpart K of 24 CFR 570, except, however, that the Grantee does not assume the City's environmental responsibilities or the responsibility for initiating the environmental review process under 24 CFR part 52.

B. The Grantee must comply with the requirements of the Build America, Buy America (BABA) Act, 41 USC 8301 note, and all applicable rules and notices, as may be amended, if applicable to the Grantee's infrastructure project. Pursuant to HUD's Notice, "Public Interest Phased Implementation Waiver for FY 2022 and 2023 of Build America, Buy America Provisions as Applied to Recipients of HUD Federal Financial Assistance" (88 FR 17001), any funds obligated by HUD on or after the applicable listed effective dates, are subject to BABA requirements, unless excepted by a waiver.

Exhibit F



CITY OF GOSHEN WEEKLY PAYMENT PROCEDURES FOR CDBG CLAIMS

Updated/Effective September 25, 2025

STEP 1 – Tuesday by noon	Submit claim to Community Development Specialist by noon deadline
STEP 2 – Wednesday	Review of claim by Community Development Specialist– please note that incomplete claims will be held until all required information is received
STEP 3 – Thursday	Reporting in HUD’s online system for each claim by Community Development Specialist (this step is required before a claim may be processed)
STEP 4 – Friday – AM	First drawdown authorization by Community Development Specialist
STEP 5 – Friday / Monday	Voucher submitted to Clerk Treasurer’s Office by CDBG staff
STEP 6 – Monday	Second drawdown authorization by Clerk Treasurer’s Office
STEP 7 – Monday 3 PM –	Deadline to turn in vouchers to be processed for Board of Works
STEP 8 – Thursday	Claim approved and signed by Board of Works – all CDBG vouchers must be hand-signed by BOW members
STEP 9 – Monday	Check written by Clerk Treasurer’s Office and mailed

Exhibit G
Tax Exempt Status

Internal Revenue Service
Director, Exempt Organizations
Rulings and Agreements

Department of the Treasury
P.O. Box 2508
Cincinnati, Ohio 45201

Date: **JAN 28 2003**

LaCasa of Goshen, Inc.
202 North Cottage Avenue
Goshen, IN 46256-3346

Person to Contact:
Thomas Kallman, ID# 31-07250
Contact Telephone Numbers:
877-829-5500 Phone Toll-Free
513-263-3756 FAX
Federal Identification Number:
35-1554538

Dear Sir or Madam:

This modifies our letter dated November 18, 1970. In that letter we determined that your organization is exempt under section 501(a) of the Internal Revenue Code, as an organization described in section 501(c)(3). We determined that you were not a private foundation within the meaning of section 509(a) of the Code because you were an organization described in sections 509(a)(1) and 170(b)(1)(A)(i) of the Code.

In your letter dated November 11, 2002, you requested classification as an organization described in sections 509(a)(1) and 170(b)(1)(A)(vi) of the Code. Based on the information you provided, we have determined that you meet the requirements for the requested foundation classification. Accordingly, we have granted your request and modified your foundation status to reflect an organization described in sections 509(a)(1) and 170(b)(1)(A)(vi).

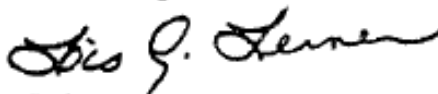
Your exempt status under section 501(a) of the Internal Revenue Code, as an organization described in section 501(c)(3) remains in effect.

Grantors and contributors may rely on this determination until the Internal Revenue Service publishes notice to the contrary. However, if you lose your section 509(a)(1) status, a grantor or contributor may not rely on this determination if he or she was in part responsible for, or was aware of, the act or failure to act that resulted in your loss of such status, or acquired knowledge that the Internal Revenue Service had given notice that you would be removed from classification as a section 509(a)(1) organization.

Because this letter could help resolve any questions about your exempt status and/or foundation status, you should keep it with your permanent records.

If you have any questions, please contact the person whose name and telephone number are shown in the heading of this letter.

Sincerely,



cc: Randall M. Jacobs

Lois G. Lerner
Director, Exempt Organizations
Rulings and Agreements



Department of Environmental Resilience

410 West Plymouth Avenue • Goshen, IN 46526

Phone (574) 534-0076 • www.goshenindiana.org

Aaron Sawatsky-Kingsley, Department Head



MEMO

Date: October 16, 2026

To: Clerk-Treasurer's Office, City of Goshen

From: Aaron Sawatsky-Kingsley, Department Head, Environmental Resilience

Subject: BOW item – Contract Amendment with Thomas Tree Care, LLC

Please see the attached contract amendment for the contract between Thomas Tree Care, LLC and the City of Goshen, Indiana. Thomas Tree Care is providing forestry liaison services for the USDA forestry grant. The amendment increases the original contract by an additional 79.5 hours, including 19.5 hours already worked in 2025 and an additional 60 hours in 2026.

This contract and the amendment are paid for by the USDA Forestry grant.

Gina Leichty
Mayor of Goshen

AMENDMENT NO. 1
GOSHEN CITY FORESTRY LIAISON

THIS AMENDMENT NO. 1 ("Amendment") is entered into on _____, 2026, which is the last signature date set forth on the signature page, by and between **Thomas Tree Care, LLC**, an Indiana Limited Liability Company ("Consultant"), whose mailing address is 309 Hackett Road, Goshen, IN 46528, 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 Consultant entered into an Agreement dated October 3, 2024 (the "Original Agreement") for Consultant to serve as a forestry liaison for City.

(B) City requested, and Consultant performed nineteen and one-half (19.5) additional hours of services in 2025; and City requested, and Consultant has agreed to perform up to sixty (60) additional hours of services in 2026.

(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. Compensation

Section 4, Compensation, of the Original Agreement, is amended for calendar years 2025 and 2026 as follows:

Consultant performed an additional nineteen and one-half (19.5) hours of services in calendar year 2025. At the 2025 contractual rate of Thirty-nine Dollars (\$39.00) per hour, the additional services increased the compensation for 2025 by Seven Hundred Sixty and 50/100 Dollars (\$760.50). As amended, the Consultant was compensated for the performance of a total of four hundred sixty-nine and one-half (469.5) hours at the 2025 contractual rate of Thirty-nine Dollars (\$39.00) per hour, for total compensation of Eighteen Thousand Three Hundred Ten and 50/100 Dollars (\$18,310.50).

In addition, the maximum number of hours Consultant may perform during calendar year 2026 is increased by sixty (60) hours. At the 2026 contractual rate of Forty and 50/100 Dollars (\$40.50) per hour, this increase authorizes additional compensation of Two Thousand Four Hundred Thirty Dollars (\$2,430). As amended, the Consultant may perform up to a maximum of three hundred forty (340) hours during calendar year 2026 at a rate of Forty and 50/100 Dollars (\$40.50) per hour. The total compensation during calendar year 2026 shall not exceed Thirteen Thousand Seven Hundred Seventy Dollars (\$13,770).

SECTION 2. Original Agreement

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

SECTION 3. Authority to Execute; Counterparts and Electronic Signatures.

(A) 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.

(B) This Amendment 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 legally binding as the original signatures.

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

Thomas Tree Care, LLC

Gina M. Leichty, Mayor

Steve Thomas, Member

Date Signed: _____

Date Signed: _____



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

October 29, 2026

To: Board of Public Works and Safety
From: Shannon Marks, Legal Compliance Administrator
Subject: Resolution 2026-21, City of Goshen Title VI Implementation Plan

Attached for the Board's consideration is Resolution 2026-21, City of Goshen Title VI Implementation Plan.

As a recipient of federal financial assistance, the City annually reviews and updates its Title VI Implementation Plan to demonstrate its ongoing compliance with Title VI of the Civil Rights Act of 1964 and all related nondiscrimination statutes, regulations and requirements.

This resolution approves the City's updated Plan and ratifies the Mayor's execution of the Title VI Assurances and Implementation page as it was necessary to submit the updated Plan to InDOT prior to today's meeting. With the approval of this updated Plan, this resolution also supersedes and replaces the previous Plan approved by Resolution 2025-27.

Suggested Motion:

Move to adopt Resolution 2026-21, City of Goshen Title VI Implementation Plan.

**GOSHEN BOARD OF PUBLIC WORKS AND SAFETY
RESOLUTION 2026-21**

City of Goshen Title VI Implementation Plan

WHEREAS Title VI of the Civil Rights Act of 1964, along with other nondiscrimination authorities, prohibits discrimination based upon race, color, national origin, sex, age, disability, income status, and limited English proficiency in any service, program or activity of an entity that receives Federal financial assistance.

WHEREAS the City of Goshen shall comply with and uphold all federal laws and administrative guidelines prohibiting discrimination on the basis of race, color, national origin, sex, age, disability, income status, or limited English proficiency when carrying out all services, programs and activities of the City.

WHEREAS as a recipient of Federal financial assistance, the City of Goshen is required to have a Title VI Implementation Plan to ensure continuous compliance with Title VI of the Civil Rights Act of 1964.

NOW, THEREFORE, BE IT RESOLVED that the Goshen Board of Public Works and Safety approves the City of Goshen Title VI Implementation Plan attached hereto and made a part hereof, and ratifies the Mayor's execution of the Title VI Assurances and Implementation page.

BE IT FURTHER RESOLVED that upon the Board's approval of the attached City of Goshen Title VI Implementation Plan, the Board hereby supersedes and replaces the 2025 City of Goshen Title VI Implement Plan, approved by Goshen Board of Public Works and Safety Resolution 2025-27 on September 25, 2025.

PASSED and ADOPTED by the Goshen Board of Public Works and Safety on October 29, 2026.

Gina M. Leichty, Mayor

Mary Nichols, Member

Orv Myers, Member

Michael A. Landis, Member

Barb Swartley, Member



Title VI Implementation Plan

October 2026

INTRODUCTION

The City of Goshen is committed to proactively meeting and exceeding the minimum compliance requirements established under Title VI of the Civil Rights Act of 1964, 49 CFR § 26, and all related anti-discrimination statutes and regulations. This Title VI Implementation Plan reflects our ongoing effort to ensure fairness, equity, and transparency in all programs and services.

Through this plan, the City of Goshen provides clear guidance for both internal staff and external partners regarding its Title VI program and nondiscrimination commitments.

City of Goshen Title VI Nondiscrimination Notice & Policy

The City of Goshen values and respects the civil rights of all individuals. We are committed to providing equitable opportunities and services to every resident of our community.

As a recipient of federal funds, the City of Goshen complies with Title VI and all related statutes, regulations, and directives. This means that no person will be excluded from participation in, denied the benefits of, or otherwise subjected to discrimination under any program or activity receiving federal financial assistance on the basis of:

- Race
- Color
- Age
- Sex
- Sexual orientation
- Gender identity
- Disability
- National origin
- Religion
- Income status
- Limited English proficiency

Furthermore, the City of Goshen assures that nondiscrimination is upheld in all programs and activities, regardless of whether those programs receive federal funding.

Compliance with Federal Civil Rights Laws

It is the policy of the City of Goshen to fully comply with the following civil rights laws and directives, among others:

- Title VI and Title VII of the Civil Rights Act of 1964
- Age Discrimination Act of 1975
- Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970
- Federal Aid Highway Act of 1973
- Title IX of the Education Amendments of 1972
- Section 504 of the Rehabilitation Act of 1973
- Civil Rights Restoration Act of 1987
- Americans with Disabilities Act of 1990
- Title VIII of the Civil Rights Act of 1968 (Fair Housing Act)
- Executive Order 12898 (Environmental Justice in Minority and Low-Income Populations)
- Executive Order 13166 (Improving Access to Services for Persons with Limited English Proficiency)

The Civil Rights Restoration Act of 1987 expanded the scope of Title VI coverage, making it clear that the nondiscrimination requirements apply to *all programs and activities* of federal-aid recipients, subrecipients, and contractors—whether those individual programs are federally funded.

Commitment to Accessibility and Inclusion

In compliance with Section 504 of the Rehabilitation Act of 1973, the City of Goshen assures that no qualified person with a disability will, solely because of their disability, be excluded from participation in, denied the benefits of, or otherwise subjected to discrimination—including employment discrimination—under any program or activity receiving federal financial assistance.

The City also pledges to:

- Prevent discrimination in the impacts of programs, policies, and activities on minority and low-income populations.
- Take reasonable steps to ensure meaningful access to services for individuals with limited English proficiency (LEP).
- Regularly review, update, and incorporate nondiscrimination requirements into relevant manuals, directives, and regulations.

When distributing federal-aid funds to subrecipients, the City of Goshen includes Title VI language in all agreements to ensure compliance at every level.

Title VI and ADA Coordinator

The City of Goshen has designated the following individual to oversee Title VI compliance:

Rita Huffman
Title VI / ADA Coordinator
204 E Jefferson St, Suite 3
Goshen, Indiana 46528
humanresources@goshencity.com

Ms. Huffman is responsible for monitoring Title VI activities, preparing required reports, and ensuring compliance with federal nondiscrimination requirements. She also serves as the primary point of contact for individuals seeking additional information about the City's Title VI program or wishing to raise concerns or file complaints.

She is supported in these efforts by the Taskforce for Community Accessibility (TAC), which includes key staff from Engineering, Buildings & Grounds, the Mayor's Office and the Legal Department. The TAC works collaboratively to address compliance matters and ensure that accessibility issues are properly identified and resolved.

In addition, the City's Community Relations Commission provides another avenue to support equity, address concerns, and assist with Title VI compliance when needed.

Annual Affirmation

The City of Goshen affirms its commitment to nondiscrimination each year through the publication of its Annual Title VI Implementation Plan and Assurances of Nondiscrimination. These documents serve as a public declaration of our ongoing responsibility to uphold civil rights protections and equitable treatment for all.

TITLE VI ASSURANCES & IMPLEMENTATION

Fully executed Goshen Assurances are included in Appendix A and integrated into this document. This Title VI Implementation Plan has been approved by the Goshen Board of Public Works & Safety, is being implemented, and is being adhered to by the City of Goshen. This plan will be renewed and updated on an annual basis.

Signed by:


Gina Leichty, Mayor

Date:


10/16/20

The individual above is a duly authorized representative of the City of Goshen.

Organizational Structure and Responsibilities

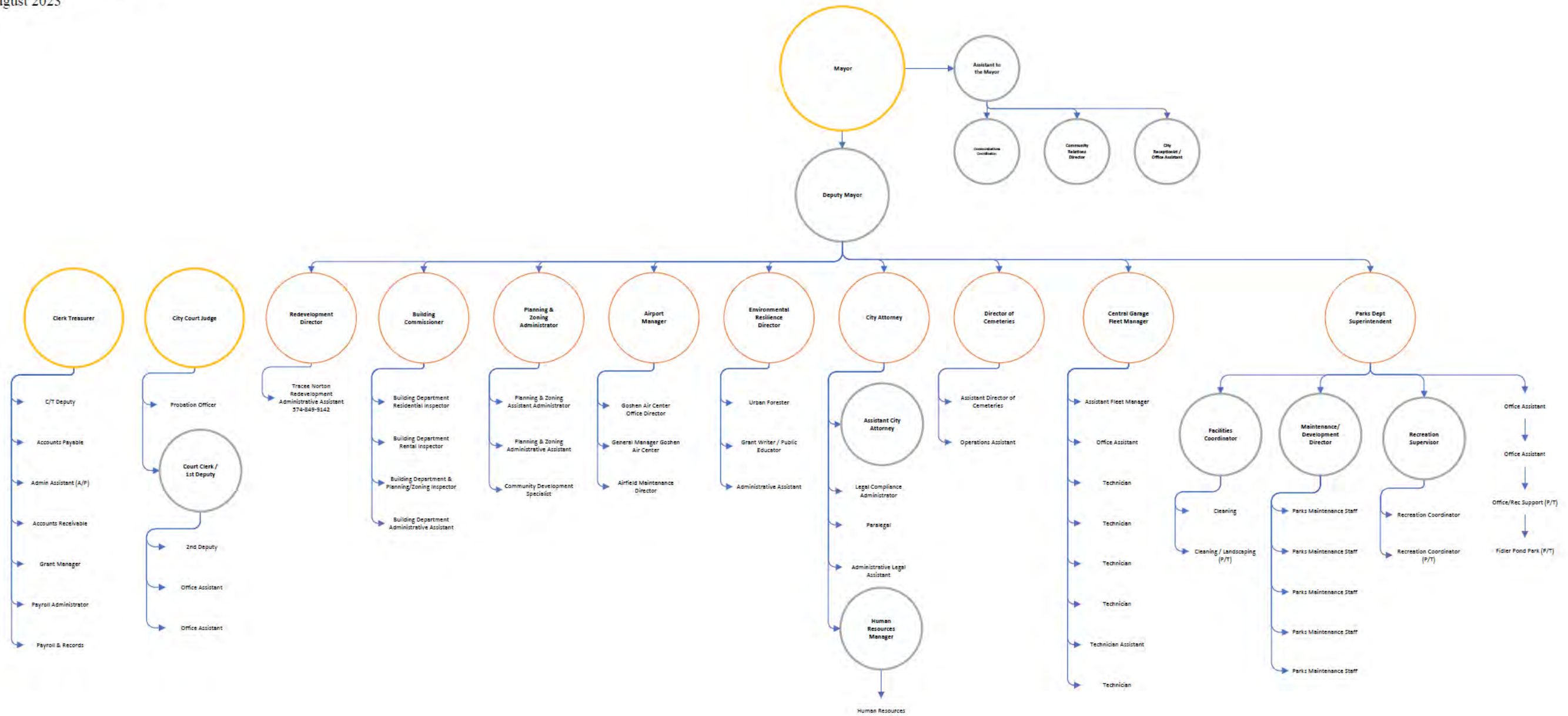
The organizational chart included on the following page of this plan illustrates the placement of the Title VI/ADA Coordinator within the City of Goshen's administrative structure. The purpose of this chart is to clearly identify lines of authority, responsibility, and communication for implementing and monitoring Title VI compliance.

The chart demonstrates how Title VI responsibilities are integrated throughout City departments and shows the reporting relationship between the Title VI/ADA Coordinator, department heads, and executive leadership. This structure ensures accountability, supports coordination across departments, and provides transparency for the public, state, and federal oversight agencies.

While specific employees may change, the organizational structure remains consistent.

GOSHEN ORGANIZATION AND STAFFING

Civil City Organizational Chart August 2023



City of Goshen – Title VI Program Overview

Data Collection, Analysis, and Reporting

The City of Goshen collects and analyzes data to ensure compliance with Title VI and to monitor for any potential inequities. The type of data collected depends on the program area and its objectives. In some cases, information is collected on a trial basis to determine what data will be most useful in the long term.

Currently, the City collects the following types of data:

- Complaints received, logged, processed, and investigated
- Environmental Justice (EJ) analyses and reports
- Limited English Proficiency (LEP) reports
- Records of Title VI trainings
- Public involvement surveys
- Meeting minutes and discussions related to Title VI across all program areas
- Program-specific data reviewed annually to assess potential disparate impacts or discriminatory outcomes

Complaints of Discrimination

How to File a Complaint

Individuals may submit complaints in several ways; however, to officially begin the process, a signed original copy must be mailed to the Title VI Coordinator. Persons with disabilities may request to file complaints in an alternative format. The City does not require the use of its official complaint form, although one is available.

Direct all Title VI-related complaints to:

Rita Huffman
Title VI Coordinator
204 E Jefferson St, Suite 3
Goshen, IN 46528
humanresources@goshencity.com

Elements of a Complete Complaint

A complete complaint must:

1. Be written and signed. (Verbal complaints will be documented in writing and confirmed by the complainant's signature.)
2. Include the full name and address of the complainant.
3. Identify the respondent (the individual, agency, department, or program alleged to have discriminated).

4. Describe the alleged act(s) of discrimination, including dates and the basis (race, color, national origin, sex, age, or disability).

Complaint forms are available through the Title VI Coordinator's office and on the City's website at www.goshenindiana.org.

Complaint Processing Procedure

The Title VI Coordinator is responsible for receiving and processing complaints. The process includes:

- **Initial Review:** Ensuring the complaint is complete, filed within 180 days of the alleged act, and falls under the City's jurisdiction.
- **Investigation:** Conducted by the Coordinator and TAC, unless the complaint is against the City itself. In that case, the Mayor's Office or a designee will investigate, with the City Attorney also notified.
- **Notifications:** The complainant and respondent will be notified in writing by certified mail. Notices will identify the assigned investigator.
- **Interviews:** The respondent may be asked to participate in an interview as part of the investigation.
- **Review:** Legal counsel may provide recommendations, which will be considered by the Coordinator, the Board of Public Works, and the Mayor's Office.
- **Resolution:** Once findings are complete, the City will issue a final resolution and notify all parties.
- **Appeals:** If dissatisfied, the complainant may appeal the City's decision within 180 days. Appeals are only considered if new, previously unavailable facts are presented.

This process follows the U.S. Department of Justice guidance outlined in Investigation Procedures Manual for the Investigation and Resolution of Complaints Alleging Violations of Title VI and Other Nondiscrimination Statutes, available at: [DOJ Title VI Manual](#).

Environmental Justice (EJ) Analysis and Reports

Title VI requires federal agencies and recipients of federal funds to ensure programs and activities do not discriminate based on race, color, or national origin, particularly regarding health and environmental impacts.

The three guiding principles of Environmental Justice are:

1. Avoid, minimize, or mitigate disproportionately high and adverse health or environmental effects on minority and low-income populations.
2. Ensure full and fair participation by all potentially affected communities in decision-making.
3. Prevent the denial, reduction, or delay of benefits to minority and low-income populations.

The City of Goshen is committed to applying these principles in all of its programs and projects.

Limited English Proficiency (LEP) Policy

Executive Order 13166, *Improving Access to Services for Persons with Limited English Proficiency*, requires recipients of federal funds to ensure meaningful access for individuals with limited English skills. The City of Goshen follows the U.S. Department of Transportation's four-factor analysis to assess LEP needs:

1. **Population:** The number and proportion of LEP individuals in the service area.
2. **Frequency:** How often LEP individuals interact with City programs or services.
3. **Importance:** The significance of the program or service to LEP populations.
4. **Resources:** The resources available to the City relative to costs.

Findings

- Approximately 8,000 Goshen residents (age 5+) speak a language other than English. Spanish is the largest LEP group (20.9% of the population).
- Contact with LEP individuals has been limited, and no interpreter requests have been made to date.
- Transportation services are particularly critical for many LEP residents, enabling access to healthcare, food, and community resources.
- The City partners with community organizations for interpretation/translation services and provides many brochures and program materials in Spanish.

Safe Harbor Provision

The City translates vital documents into any language where at least 5% of the county population both (1) does not speak English well and (2) primarily speaks another language.

LEP Accommodation Plan

- Translation of vital documents and interpretation services will be provided as needed.
- Staff have access to the U.S. Census “I Speak” documents to help identify language needs.
- Public involvement surveys collect demographic information to monitor changes in LEP populations. Surveys are retained for three years.
- Employees receive training on meaningful access requirements, with updates provided as needed.

Title VI Training and Employee Responsibilities

At Hire: All new employees receive Title VI policy education and materials during orientation and sign an acknowledgment of receipt.

Ongoing Training: Employees receive annual training and periodic updates as needed. Training may be delivered in person or through other approved methods. Moving into 2027, the City is evaluating different training options to better train for Title VI and ADA compliance and details on the training will be provided in the 2027 report.

Employees are expected to:

- Uphold Title VI policy and remove barriers to public access.
- Take prompt action to avoid or minimize potential discrimination.
- Report any Title VI concerns or complaints in writing to the Coordinator.

Public Involvement and Data Collection

The City collects demographic data to monitor nondiscrimination efforts, including voluntary public involvement surveys at hearings and meetings. Surveys are anonymous and ask about gender, ethnicity, race, age, income, and disability status. The City will be making announcements at meetings to explain the survey's purpose and encourage more participation moving forward. In addition, we are evaluating the use of online surveys to broaden our reach.

The Title VI Coordinator maintains survey data and other records (e.g., complaints, language service requests, federally funded projects, and compliance reviews) for at least three years.

To date, there have been no complaints made since 2017 when we began tracking.

Community Involvement and Outreach

The City of Goshen is committed to respectful and inclusive community engagement. Public meetings and activities are open to all residents, accessible to individuals with disabilities, and translators or auxiliary aids are available upon request (requests must be made at least 48 hours in advance).

Meeting agendas, minutes, notices, and events are published on the City's website. Departments are also using signage, media, and social media to engage the community.

Review of Program Areas and Annual Work Plan

The City of Goshen is working diligently to more fully evaluate services, ensuring that we are able to develop meaningful annual goals to ensure Title VI compliance across all departments. Program areas and policies will be reviewed for potential disparate impacts or discriminatory outcomes. These priorities will be updated annually and tracked for accountability.

APPENDICES

The following appendices provide supporting documentation for the City of Goshen's Title VI Implementation Plan. These materials are included to ensure transparency, demonstrate compliance with federal and state nondiscrimination requirements, and provide resources for both City staff and the public.

Some appendices are required under Title VI regulations, while others are included to highlight best practices and strengthen the City's commitment to equity, accessibility, and nondiscrimination. Together, they serve as a record of the City's efforts to uphold the principles of Title VI and related civil rights laws.

Appendix A – Title VI Assurances

Appendix B – Non-Discrimination Policy

Appendix C – Non-Discrimination Public Notice

Appendix D – Non-Discrimination Grievance Procedure

Appendix E – Grievance Form

Appendix F – Grievance Log

Appendix G - Public Involvement Survey

Appendix H – 'I Speak' Cards

Appendix I – Training Materials & Records of Training Attendance

Appendix J – Monitoring Plan and Reports

Appendix K – Annual Goals & Accomplishments

APPENDIX A
Title VI Assurances

RESOLUTION 2017-12

TITLE VI ASSURANCES CITY OF GOSHEN, INDIANA

NOW, THEREFORE, BE IT RESOLVED by the Goshen Board of Public Works and Safety that:

The City of Goshen (hereinafter referred to as the "Recipient") AGREES THAT it will comply with the Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 (hereinafter referred to as the Act), and all the requirements imposed by or pursuant to Title 49, Code of Federal Regulations (CFR), Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, Title 23 Code of Federal Regulations, Part 200, Title VI Program and Related Statutes-Implementation and Review Procedures (hereinafter referred to as Regulations) and other pertinent nondiscrimination authorities and directives, to the end that in accordance with the Act, Regulations, and other pertinent nondiscrimination authorities and directives, no person in the United States shall, on the grounds of race, color, or national origin, sex (23 US 324), age (42 USC 6101), disability/handicap (29 USC 790) and low income (Executive Order 12898) be excluded from participation in, be denied the benefits of, or otherwise subjected to discrimination under any program or activity for which the Recipient receives Federal financial assistance from the Department of Transportation, including the Federal Highway Administration, and HEREBY GIVES ASSURANCE THAT it will promptly take any measures necessary to effectuate this agreement.

More specifically and without limiting the above general assurance, the Recipient hereby gives the following specific assurances with respect to its Federal Aid Highway Program.

1. That the Recipient agrees that each "program" and each "facility" as defined in 49 CFR subsections 21.23(e) and (b) and 23 CFR 200.5(k) and (g) of the Regulations, will be (with regard to a "program") conducted, or will be (with regard to a "facility") operated in compliance with all the requirements imposed by, or pursuant to, the Regulations.
2. That the Recipient shall insert the following notification in all the solicitations for bids for work or material subject to the Regulations and made in connection with all Federal-Aid Highway Programs and, in adapted form in all proposals for negotiated agreements:

The Recipient in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally assisted programs of the Department of Transportation and Title 23 Code of Federal Regulations, Part 200, Title VI Program and Related Statutes, issued pursuant to such Acts, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, sex, sexual orientation, gender identity, age, disability/handicap, religion and/or low income in consideration for an award.

3. That the Recipient shall insert the clauses of Appendix A of this assurance in every contract subject to the Acts and the Regulations.
4. That the Recipient shall insert the clauses of Appendix B of this assurance, 'as a covenant running with the land', in any deed from the United States effecting transfer of real property, structures, or improvements thereon, or interest therein.
5. That where the Recipient receives Federal financial assistance to construct a facility, or a part of a facility, the assurance shall extend to the entire facility and facilities operated in connection therewith.
6. That where the Recipient receives Federal financial assistance in the form, or for the acquisition of real property or an interest in real property, the assurance shall extend to rights to space on, over or under such property.
7. That the Recipient shall include the appropriate clauses set forth in Appendix C of this assurance, as a covenant running with the land, in any future deeds, leases, permits, licenses, and similar agreements entered into by the Recipient with other parties: (a) for the subsequent transfer of real property acquired or improved under the Federal-Aid Highway Program; and (b) for the construction or use of an access to space on, over, or under real property acquired, or improved under the Federal-Aid Highway Program.
8. That this assurance obligates the Recipient for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property or interest therein or structures or improvements thereon, in which case the assurance obligates the Recipient or any transferee for the longer of the following periods: (a) the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or (b) the period during which the Recipient retains ownership or possession of the property.
9. The Recipient shall provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he delegates specific authority to give reasonable guarantee that it, other recipients, subgrantees, contractors, subcontractors, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Act, the Regulations and this assurance.
10. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Act, the Regulations, and this assurance.

Passed and adopted by the Board of Public Works and Safety on April 17, 2017.



Jeremiah P. Stutsman, Mayor



Michael A. Landis



Mitch Day

APPENDIX A

The City of Goshen will require the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") to agree as follows:

- (1) **Compliance with Regulations:** The contractor shall comply with the Regulation relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, and the Federal Highway Administration (hereinafter "FHWA") Title 23, Code of Federal Regulations, Part 200 as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- (2) **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin, sex, age, and disability/handicap and low income in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR, section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- (3) **Solicitations for Subcontractors, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin, sex, age, and disability/handicap and low income.
- (4) **Information and Reports:** The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Indiana Department of Transportation (INDOT) or the FHWA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to INDOT or the FHWA as appropriate, and shall set forth what efforts it has made to obtain the information.
- (5) **Sanctions for Noncompliance:** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, INDOT shall impose such contract sanctions as it or FHWA may determine to be appropriate, including, but not limited to:
 - (a) withholding of payments to the contractor under the contract until the contractor complies, and/or
 - (b) cancellation, termination, or suspension of the contract, in whole or in part.
- (6) **Incorporation of Provisions:** The contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

The contractor shall take such action with respect to any subcontract or procurement as INDOT or the FHWA may direct as a means of enforcing such provisions including sanctions for non-compliance; Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request Indiana Department of Transportation to enter into such litigation to protect the interests of the Indiana Department of Transportation and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

APPENDIX B

- A. The following clauses shall be included in any and all deeds effecting or recording the transfer of real property, structures or improvements thereon, or interest therein from the United States.

(GRANTING CLAUSE)

NOW, THEREFORE, the City of Goshen as authorized by law, and upon the condition that the City of Goshen will accept title to the lands and maintain the project constructed thereon, in accordance with Title 23, United States Code of Federal Regulations, the Regulations for the Administration of Federal-Aid Highway Programs and the policies and procedures prescribed by FHWA, also in accordance with and in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation and Title 23 Code of Federal Regulations, Part 200, Title VI Program and Related Statutes (hereinafter referred to as the Regulations) pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. 2000d to 2000d-4), does hereby remise, release, quitclaim, and convey unto the _____ all the right, title and interest of the Department of Transportation in and to said lands described in Exhibit "A" attached hereto and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto the City of Goshen and its successors forever, subject, however, to the covenants, conditions, restrictions, and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and shall be binding on the City of Goshen its successors and assigns.

The City of Goshen, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person shall on the grounds of religion, race, color, or national origin, sex, sexual orientation, gender identity, age, and disability/handicap, and low income be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over or under such lands hereby conveyed [,] [and]* (2) that the City of Goshen shall use the lands and interests in lands and interests in the lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, Title 23 Code of Federal Regulations, Part 200, Title VI Program and Related Statutes – Implementation and Review Procedures, and as said Regulations may be amended [,] and (3) that in the event of breach of any of the above-mentioned nondiscrimination conditions, the City of Goshen shall have a right to re-enter said lands and facilities on said land, and the above described land and facilities shall thereon revert to and vest in and become the absolute property of the City and its assigns as such interest existed prior to this instruction.¹

¹ Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purposes of Title VI of the Civil Rights Act of 1964.

APPENDIX C

The following clauses shall be included in all deeds, licenses, leases, permits, or similar instruments entered into by the City of Goshen pursuant to the provisions of Assurance 7(a) as applicable.

The (grantee, licensee, lessee, permittee, etc., as appropriate) for himself, his heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add "as a covenant running with the land"] that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this (deed, license, lease, permit, etc.) for a purpose for which a Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, Title 23 Code of Federal Regulations, Part 200, Title VI Program and Related Statutes—Implementation and Review Procedures, and as said Regulations may be amended.

[Include in licenses, leases, permits, etc.]²

That in the event of breach of any of the above nondiscrimination covenants, INDOT shall have the right to terminate the [license, lease, permit, etc.] and to re-enter and repossess said land and the facilities thereon, and hold the same as if said [license, lease, permit, etc.] had never been made or issued.

[Include in deed]²

That in the event of breach of any of the above nondiscrimination covenants, Indiana Department of Transportation shall have the right to re-enter said lands and facilities thereon, and the above described lands and facilities shall thereupon revert to and vest in and become the absolute property of INDOT and its assigns.

The following shall be included in all deeds, licenses, leases, permits, or similar agreements entered into by INDOT pursuant to the provisions of Assurance 7(b).

The (grantee, licensee, lessee, permittee, etc., as appropriate) for himself, his personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds, and leases add "as a covenant running with the land") that (1) no person on the grounds of race, color, or national origin, sex, age, disability/handicap, and low income shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any Improvements on, over or under such land and the furnishing of services thereon, no person on the ground of race, color, or national origin, sex, age, disability/handicap and low income, shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of

² Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purposes of Title VI of the Civil Rights Act of 1964.

1964, Title 23 Code of Federal Regulations, Part 200, Title VI Program and Related Statutes—Implementation and Review Procedures, and as said Regulations may be amended.

[Include in licenses, leases, permits, etc.]

That in the event of a breach of any of the above nondiscrimination covenants, INDOT shall have the right to terminate the [license, lease, permit, etc.] and to re-enter and repossess said land and the facilities thereon, and hold the same as if said [license, lease, permit, etc.] had never been made or issued.

[Include in deeds]³

That in the event of breach of any of the above nondiscrimination covenants, the City shall have the right to re-enter said land and facilities thereon, and the above described lands and facilities shall thereupon revert to and vest in and become the absolute property of the City and its assigns.

³ Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purposes of Title VI of the Civil Rights Act of 1964.

APPENDIX B
Non-Discrimination Policy

NON-DISCRIMINATION

Adopted By: Board of Public Works and Safety

Date Adopted: April 22, 1996 (Non-Discrimination in Employment); January 27, 1992 (ADA Coordinator)

Revised: April 17, 2017; January 24, 2022; February 14, 2022

Employees Affected: All Departments, Offices, and Employees

Section 1. Background

- A. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d) provides that no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity receiving Federal financial assistance.
- B. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794) provides that no otherwise qualified individual with a disability in the United States shall, solely by reason of her or his disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.
- C. Section 162(a) of the Federal-Aid Highway Act of 1973 (23 U.S.C. §324) provides that no person shall on the ground of sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance under this title [Title 23, United States Code] or carried on under this title [Title 23, United States Code].
- D. The Age Discrimination Act of 1975 (42 U.S.C. §6102) provides that no person in the United States shall, on the basis of age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity receiving Federal financial assistance.
- E. The Civil Rights Restoration Act of 1987 (PL 100-259) amended Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, and the Age Discrimination Act of 1975 to clarify that a recipient of Federal financial assistance must comply with the civil rights laws in all operations of the recipient and not just the program or activity receiving the Federal funding.
- F. Title II of the Americans with Disabilities Act of 1990 (42 U.S.C. §12132) provides that no qualified individual with a disability shall, by reason of such disability, be excluded from participation in or be denied the benefits of services, programs, or activities of a public entity, or be subjected to discrimination by any such entity.
- G. Presidential Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, requires Federal agencies to

administer and implement its programs, policies, and activities that affect human health or the environment so as to identify and avoid "disproportionately high and adverse" effects on minority and low-income populations.

- H. Presidential Executive Order 13166, Improving Access to Services for Persons With Limited English Proficiency, requires recipients of Federal financial assistance to provide meaningful access to programs and activities for persons who, as a result of national origin, are limited in their English proficiency.

Section 2. **Discrimination Prohibited.**

- A. The City of Goshen is an equal opportunity employer and shall comply with and uphold all federal laws and administrative guidelines prohibiting discrimination on the basis of race, color, religion, sex, gender identity, age, gender, disability, ancestry, genetic information, or national origin. It is the policy of the City of Goshen that no employee or applicant for employment shall be discriminated against, excluded from participating in, denied the benefits of, or otherwise subjected to discrimination in any program, activity or other privilege of employment based on the above causes of prejudice.
- B. It shall be the policy of the City of Goshen, Indiana that no person shall, on the grounds of race, color, national origin, sex, age, income status, or limited English proficiency be excluded from participation in, be denied the benefits of, or be subject to discrimination under any of the City of Goshen's services, programs, or activities.
- C. It shall be the policy of the City of Goshen, Indiana that will not discriminate against a qualified individual with a disability in job application procedures; the hiring, advancement or discharge of employees; employee compensation; job training; and other terms, conditions, and privileges of employment. Further, no qualified individual with a disability shall, by reason of such disability, be excluded from participation in or be denied the benefits of the services, programs, or activities of the City of Goshen, or be subjected to discrimination by the City.

Section 3. **Notices.**

- A. Notice of Nondiscrimination. The City of Goshen Notice of Nondiscrimination attached to this policy is the City of Goshen's notice to inform applicants, participants, beneficiaries, and other interested persons of the protections against discrimination assured by this policy in the services, programs, and activities of the City.
- B. Notice under the Americans with Disabilities Act. The City of Goshen Notice under the Americans with Disabilities Act attached to this policy is the City of Goshen's notice to inform applicants, participants, beneficiaries, and other interested persons of the protections against discrimination assured by the Title II of the Americans with Disabilities Act and this policy in the services, programs, or activities of the City.
- C. The Notice of Nondiscrimination and Notice under the Americans with Disabilities Act shall be provided to the public by posting at all City of Goshen facilities open to the public, distributing to all City of Goshen departments and offices, publishing on the City

of Goshen's website, and presenting in other accessible formats as may be determined from time to time.

Section 4. **Title VI Coordinator and ADA Coordinator.**

The City of Goshen Human Resources Manager is designated as the Title VI Coordinator and ADA Coordinator. The Title VI Coordinator and ADA Coordinator is responsible for coordinating the efforts of the City of Goshen to comply with the Nondiscrimination Statutes/Rules/Regulations/Policies and to assist in processing any complaint communicated to the City alleging discrimination. The Title VI Coordinator and ADA Coordinator may be contacted at:

City of Goshen Human Resources Department
Attention: Title VI Coordinator and ADA Coordinator
204 East Jefferson Street, Suite 3
Goshen, Indiana 46528
Phone: (574) 534-8475
TDD: (574) 534-3185
Fax: (574) 534-2410
Email: humanresources@goshencity.com

Section 5. **Grievance Procedure.**

- A. The City of Goshen Grievance Procedure under the Americans with Disabilities Act and Nondiscrimination Policy attached to this policy is the City of Goshen's process for a person to file a complaint of alleged discrimination.
- B. This grievance procedure shall be provided to the public by posting at all City of Goshen facilities open to the public, distributing to all City of Goshen departments and offices, publishing on the City of Goshen's website, and presenting in other accessible formats as may be determined from time to time.
- C. The Title VI Coordinator and ADA Coordinator shall maintain documentation of all complaints received alleging discrimination, resolutions provided, hearings requested, and other pertinent information for at least three (3) years.

Section 6. **Title VI Program/Nondiscrimination Implementation Plan**

The Goshen Board of Public Works and Safety shall adopt and annually update a Title VI Program/ Nondiscrimination Implementation Plan to ensure continuous compliance with Nondiscrimination Statutes/Rules/Regulations and the City's Nondiscrimination Policy. The Title VI Program/Nondiscrimination Implementation Plan shall include, but is not limited to:

- A. This policy, including the current notices, Title VI Coordinator and ADA Coordinator information, and grievance procedures.
- B. Monitoring of program participants and beneficiary demographics and activities promoting compliance with the Title VI Program.
- C. Process and procedures for handling complaints alleging discrimination.
- D. Title VI training of staff.

- E. Title VI Assurances document.
- F. Annual work plan of Title VI activities and actions.
- G. Annual accomplishment report highlighting efforts to ensure nondiscrimination practices in all City of Goshen activities.

Section 7. **Miscellaneous**

- A. The notices and grievance procedure under this policy shall be updated as needed with the name of the current individual employed as the Human Resources Manager and designated as the Title VI Coordinator and ADA Coordinator without amending this resolution.
- B. Resolution 2011-Q, A Resolution of the City of Goshen Board of Public Works and Safety Adopting the Americans with Disabilities Act (ADA) Accessibility Guidelines for Standards for Accessible Design and Guidelines for Pedestrian Facilities in the Public Right-of-Way, adopted December 12, 2011 continues in full force and effect.
- C. Resolution 2012-J, Adopting the Americans with Disabilities Act Transition Plan for Pedestrian Facilities in the Public Right-of-Way, adopted July 9, 2012, continues in full force and effect.

APPENDIX C
Non-Discrimination Public Notice



CITY OF GOSHEN NOTICE UNDER THE AMERICANS WITH DISABILITIES ACT ("ADA")

In accordance with the requirements of Title II of the Americans with Disabilities Act of 1990 ("ADA"), the City of Goshen, Indiana will not discriminate against qualified individuals with disabilities on the basis of disability in its services, programs, or activities.

Employment: The City of Goshen does not discriminate on the basis of disability in its hiring or employment practices and complies with all regulations promulgated by the US Equal Employment Opportunity Commission under Title I of the ADA.

Effective Communication: The City of Goshen will generally, upon request, provide appropriate aids and services leading to effective communication for qualified persons with disabilities so they can participate equally in the its programs, services, and activities, including qualified sign language interpreters, documents in Braille, and other ways of making information and communications accessible to people who have speech, hearing, or vision impairments.

Modifications to Policies and Procedures: The City of Goshen will make all reasonable modifications to policies and programs to ensure that people with disabilities have an equal opportunity to enjoy all of its programs, services, and activities. For example, individuals with service animals are welcomed in the City's offices, even where pets are generally prohibited.

Anyone who requires an auxiliary aid or service for effective communication, or a modification of policies or procedures to participate in a program, service, or activity of the City of Goshen should contact the ADA Coordinator, using the contact information below, as soon as possible but no later than forty-eight (48) business hours before the scheduled event. The City of Goshen will not place a surcharge on a particular individual with a disability or any group of individuals with disabilities to cover the cost of providing auxiliary aids/services or reasonable modifications of policy, such as retrieving items from locations that are open to the public but are not accessible to persons who use wheelchairs. The ADA does not require the City of Goshen to take any action that would fundamentally alter the nature of its programs or services, or impose an undue financial or administrative burden.

Complaints that a program, service, or activity of the City of Goshen is not accessible to persons with disabilities should be directed to the ADA Coordinator by contacting:

City of Goshen Human Resources Department
Attention: Rita Huffman, ADA Coordinator
204 East Jefferson Street, Suite 3
Goshen, Indiana 46528
Phone: (574) 534-8475
TDD: (574) 534-3185
Fax: (574) 534-2410
Email: humanresources@goshencity.com



CITY OF GOSHEN
NOTICE OF NONDISCRIMINATION

In accordance with the requirements of Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Section 162(a) of the Federal-Aid Highway Act of 1973, the Age Discrimination Act of 1975, the Civil Rights Restoration Act of 1987, other federal nondiscrimination statutes and executive orders, and the City of Goshen Nondiscrimination Policy, the City of Goshen, Indiana will not exclude a person from participating in, deny a person the benefits of, or discriminate against any person on the basis of race, color, national origin, sex, age, disability/handicap, income status, or limited English proficiency in the City's services, programs, or activities.

Grievance Procedure: Complaints that a person has been excluded from participation in, denied the benefits of, or subjected to discrimination on the grounds of race, color, national origin, sex, age, disability/handicap, income status, or limited English proficiency under any of the City of Goshen's services, programs, or activities should be directed to the Title VI Coordinator by contacting:

City of Goshen Human Resources Department
Attention: Rita Huffman, Title VI Coordinator
204 East Jefferson Street, Suite 3
Goshen, Indiana 46528
Phone: (574) 534-8475
TDD: (574) 534-3185
Fax: (574) 534-2410
Email: humanresources@goshencity.com

APPENDIX D

Non-Discrimination Grievance Procedure



**CITY OF GOSHEN GRIEVANCE PROCEDURE UNDER
THE AMERICANS WITH DISABILITIES ACT
AND
NONDISCRIMINATION POLICY**

This Grievance Procedure is established to meet the requirements of the Americans with Disabilities Act of 1990 ("ADA") and the City of Goshen's Nondiscrimination Policy. It may be used by anyone who wishes to file a complaint alleging:

- (1) Discrimination on the basis of disability in the provision of services, activities, programs, or benefits by the City of Goshen; or
- (2) Exclusion from participation in, denial of the benefits of, or discrimination under any of the City of Goshen's services, programs, or activities on the basis of race, color, national origin, sex, age, disability/handicap, income status, or limited English proficiency.

The City of Goshen's Discrimination and Harassment Policy, as may be amended from time to time, governs job-related complaints of discrimination in employment with the City of Goshen.

The complaint should be in writing and contain information about the alleged discrimination, including:

- (1) Name, address and phone number of the person alleging the discrimination.
- (2) Name, address and phone number of person filing the complaint if different from the person alleging the discrimination.
- (3) Description of the alleged discrimination, including date and location, and the remedy sought.

Anyone wishing to file a complaint may use the Grievance Form included with this Grievance Procedure. The Grievance Form is also available on the City of Goshen's website at www.goshenindiana.org. Alternative means of filing complaints, such as personal interviews or a tape recording of the complaint will be made available for a person with a disability upon request.

The complaint should be submitted by the grievant and/or his/her designee as soon as possible but no later than sixty (60) calendar days after the alleged violation to:

City of Goshen Human Resources Department
Attention: Rita Huffman, Title VI Coordinator and ADA Coordinator
204 East Jefferson Street, Suite 3
Goshen, Indiana 46528
Fax: (574) 534-2410
Email: humanresources@goshencity.com

The Title VI Coordinator and ADA Coordinator will acknowledge the receipt of the complaint within ten (10) working days.

The Title VI Coordinator and ADA Coordinator will forward the complaint to the City of Goshen's Legal Department which will conduct the investigation necessary to determine the validity of the alleged discrimination. The Legal Department may contact the grievant to discuss the matter as part of the investigation. The Legal Department will submit written findings and a proposed resolution within forty-five (45) calendar days of receiving the complaint from the Title VI Coordinator and ADA Coordinator. If a resolution of the complaint is reached during this investigation, the resolution will be documented in Title VI Coordinator and ADA Coordinator's file.

If the grievant is not satisfied with the Legal Department's determination, the grievant may request a hearing before the Goshen Board of Public Works and Safety. The hearing will be scheduled within thirty (30) days of the request unless the grievant and City agree on a different date. The request for a hearing before the Board of Public Works and Safety must be requested with fifteen (15) days of receiving the Legal Department's written findings and proposed resolution. At the hearing the grievant may appear with or without legal counsel. The grievant will be given the opportunity to present evidence, and/or witnesses and will be given the opportunity to question any witnesses that the City presents to the Board of Public Works and Safety.

The resolution of any specific complaint will require consideration of the specific nature of the alleged discrimination, the nature of the access to services, programs, activities, or facilities at issue, the essential eligibility requirements for participation, the health and safety of others, and the degree to which an accommodation would constitute a fundamental alteration to the program, service, activity, or facility or cause undue hardship to City. Accordingly, the resolution of any complaint does not create a precedent for any future complaint.

At any time during the process, a grievant may file a complaint directly with the US Department of Justice, Indiana Civil Rights Commission, or other appropriate state or federal agency. All written complaints received by the Title VI Coordinator and ADA Coordinator or his/her designee, appeals to the Goshen Board of Public Works and Safety or the Board's designee, and responses from these two offices will be retained by the City of Goshen for at least three (3) years.

APPENDIX E
Grievance Form



CITY OF GOSHEN GRIEVANCE FORM

Date: _____

Name of Person Alleging Discrimination: _____

Address: _____

City _____ State: _____ Zip Code: _____

Phone Number: _____

Email: _____

Name of Person Filing Complaint (if different than above) _____

Address: _____

City _____ State: _____ Zip Code: _____

Phone Number: _____

Email: _____

Description of the alleged discrimination, including date and location: _____

Remedy sought: _____

Return to: City of Goshen Human Resources Department
Attention: Rita Huffman, Title VI Coordinator and ADA Coordinator
204 East Jefferson Street, Suite 3
Goshen, Indiana 46528
Fax: (574) 534-2410
Email: humanresources@goshencity.com

APPENDIX F
Grievance Log

TITLE II / TITLE VI GRIEVANCE LOG

[illegible]

APPENDIX G
Public Involvement Survey



Title VI Community Involvement Survey

The City of Goshen is committed to ensuring that all community members have the opportunity to participate in planning, programs, and services, regardless of race, color, national origin, sex, age, disability, or income status. Your feedback will help us improve outreach and ensure inclusive public participation.

Participation in this survey is voluntary.

The information you provide is confidential and will only be reported in summary form.

1. How did you hear about this meeting/event/project?

- ☐ City of Goshen website
- ☐ Social media (Facebook, Instagram, etc.)
- ☐ Newspaper/Radio
- ☐ Word of mouth
- ☐ Community organization
- ☐ Other (please specify): _____

2. Did you feel that you had adequate opportunity to provide input?

- ☐ Yes
- ☐ No

If no, please explain: _____

3. What is the best way for the City of Goshen to notify you about public meetings, projects, or services?

- ☐ Email
- ☐ Postal mail
- ☐ Social media
- ☐ Local newspaper/radio
- ☐ Text message
- ☐ Community partner/organization
- ☐ Other: _____

4. Demographic Information (*optional*)

Providing this information is optional, but it helps the City ensure compliance with Title VI and evaluate whether all community members are being reached.

a. Race/Ethnicity (check all that apply):

- ☐ American Indian or Alaska Native
- ☐ Asian
- ☐ Black or African American
- ☐ Hispanic or Latino
- ☐ Native Hawaiian or Other Pacific Islander
- ☐ White
- ☐ Other: _____

b. Primary Language Spoken at Home:

- ☐ English
- ☐ Spanish
- ☐ Burmese
- ☐ Ukrainian
- ☐ Other (please specify): _____

c. Do you need translation or interpretation services to participate fully in City programs or events?

- ☐ Yes
- ☐ No

d. Age:

- ☐ Under 18
- ☐ 18–24
- ☐ 25–44
- ☐ 45–64
- ☐ 65 and over

e. Do you identify as a person with a disability?

- ☐ Yes
- ☐ No
- ☐ Prefer not to answer

5. Additional Comments or Suggestions:

Thank You! Your participation ensures that the City of Goshen's programs and services are inclusive and accessible to all.

APPENDIX H
'I Speak' Card

A

AMHARIC

እኔ አማርኛ መናገር

ARABIC

أنا أتحدث اللغة العربية

ARMENIAN

Ես խոսում եմ հայերեն ես

B

BENGALI

আমি বাংলা কথা বলতে পারি

BOSNIAN

Ja govorim bosanski

BULGARIAN

Аз говоря български

BURMESE

ကျွန်တော်/ကျွန်မ မြန်မာလို ပြောတတ်ပါတယ်

C

CAMBODIAN

ខ្ញុំនិយាយភាសាខ្មែរ

CANTONESE

我講廣東話 traditional

我讲广东话 simplified

CATALAN

Parlo català

CHIN

Lai Tong ka ton—Falam chin

Lai Holh Ka thiam—Hakha chin

Zo bya ka thya—Zo tung Chin

CROATIAN

Govorim hrvatski

CZECH

Mluvím česky

D

DANISH

Jeg taler dansk

DARI

من دری حرف می زنم

DUTCH

Ik spreek Nederlands

E

ESTONIAN

Ma räägin eesti keelt

F

FARSI

من فارسی صحبت می کنم.

FINNISH

Puhun suomea

FRENCH

Je parle français

G

GERMAN

Ich spreche Deutsch

GREEK

Μιλάω στα ελληνικά

GUJARATI

હુ ગુજરાતી બોલુ છુ

H

HAITIAN CREOLE

M pale kreyòl ayisyen

HEBREW

אני מדבר עברית masculine

אני מדברת עברית feminine

HINDI

मैं हिंदी बोलता हूँ ।

HMONG

Kuv hais lus Hmoob

HUNGARIAN

Beszélek magyarul

I

ICELANDIC

Ég tala íslensku

ILOCANO

Agsaonak ti Ilokano

INDONESIAN

saya bisa berbahasa Indonesia

ITALIAN

Parlo italiano

J

JAPANESE

私は日本語を話す

K

KACKCHIQUEL

Quin chagüic' ká chábal' ruin' rí
tzújon cakchiquel

KAREN

ယကတိကညီကျိန်

KIRUNDI

Ndavuga Ikirundi

Nvuga Ikirundi

KOREAN

나는 한국어로 이야기

KURDISH

man Kurdii zaanim

KURMANCI

man Kurmaanji zaanim

L

LAOTIAN

ຂ້າພະເຈົ້າເວົ້າພາສາລາວ

LATVIAN

Es runāju latviski

LITHUANIAN

Aš kalbu lietuviškai

M

MANDARIN

我講國語 traditional

我讲国语/普通话 simplified

MAM

Bán chiyola tuj kíyol mam

MON

အဲပဲ အင်္ဂလိပ်စကား

N

NEPALI

म नेपाली बोल्न

NORWEGIAN

Jeg snakker norsk

P

PERSIAN

من فارسی صحبت می کنم.

POLISH

Mówię po polsku

PORTUGUESE

Eu falo português do Brasil
for Brazil

Eu falo português de Portugal for
Portugal

PUNJABI

ਮੈਂ ਪੰਜਾਬੀ ਬੋਲਦਾ/ਬੋਲਦੀ ਹਾਂ।

Q

Q'ANJOB'AL

Ayin tí chí walq' anjob' al

QUICHE

In kinch'aw k'uin ch'e quiche

R

ROMANIAN

Vorbesc românește

RUSSIAN

Я говорю по-русски

S

SERBIAN

Ja govorim српски

SIGN LANGUAGE (AMERICAN)



I, ME



SIGN, SIGN LANGUAGE

SINHALESE

මම සිංහල කතා කළ හැකිය

SLOVAK

Hovorím po slovensky

SLOVENIAN

Govorim slovensko

SOMALI

Waan ku hadlaya af-Soomaali

SPANISH

Yo hablo español

SWAHILI

Ninaongea Kiswahili

SWEDISH

Ja talar svenska

T**TAGALOG**

Marunong akong man-Tagalog

TAMIL

நான் தமிழ் பேச
India

நான் தமிழ் கதைப்பேன்
Sri Lanka

THAI

พูดภาษาไทย

TIGRINYA

ትግርኛ እነፈብ

TURKISH

Türkçe konuşurum

U**UKRAINIAN**

Я розмовляю українською мовою

URDU

میں اردو بولتا ہوں

V**VIETNAMESE**

Tôi nói tiếng Việt

W**WELSH**

Dwi'n siarad

X**XHOSA**

Ndithetha isiXhosa

Y**YIDDISH**

איך רעד יידיש

YORUBA

Mo nso Yooba

Z**ZULU**

Ngiyasikhuluma isiZulu

Select ethnic languages of Burma/Myanmar

Ethnic Grouping	Linguistic Variant	Phrase in the Ethnic Languages
Kachin	Jingpho	Ngai jinghpaw ga shaga ai
	Lisu	AW LI-SU AQ-X 13, LO-
	Rawang	Nga Rawang Ka Shxne
Karenni (Kayah)	Karrenni/Padaun	ဗုရားနီကရင်ပဒေါင် ဝဗုဗ
Karen	S'gaw	ယကတီးကညီဂျိုင်
	Eastern Pwo	ယုဒေါင်ဖွဲ့
Chin	Tedim	Kei Tedim Pau pau ing
	Falam	Falam tong ka tong
	Hakha	Hakha holh ka thiam
	Zophei	Zyphe rae ka cui
	Thantlang	Thantlang holh ka thiam
	Lautu	Lautu စကားပြောပါသည်
	Matu	Matu awl ka cal
	Mindat	Mindat စကားပြောပါသည်
	Kanpetlet	Kanpetlet စကားပြောပါသည်
	Mizo	Mizo tong ka thiam
	Mara	Mara reih ei chei
	Zotung	Zo Bya Ka Thya
	Kumi	Kumi စကားပြောပါသည်
Mon	Mon/Mun	အဲဟိုအရောင်မန်ရ
Bamar	Burmese	မြန်မာစကားပြောပါသည်
Arakan (Rakhine)	Rakhine/Arakan	ရခိုင်ပိုင်စကားပြောပါသည်
	Rohingya	Rohingya စကားပြောပါသည်
Shan	Palauing	Palauing စကားပြောပါသည်
	Shan	Shan စကားပြောပါသည်

Select indigenous languages of Mexico

Agrupación Lingüística	Variante Lingüística	Frases en español	Frases en lengua
chichimeco jonaz	chichimeco jonaz	yo hablo chichimeca	ikáuj úza' é~í
mazateco	mazateco del norte	yo hablo mazateco Hablo la lengua de Santa María Chilchotla	Cha'ña enná Cha'ña énn nda xo
maya	maya	Yo hablo maya	wen k-in t'aan maya
mixe	mixe bajo	Yo hablo mixe	Madyakpiéch ayuuk
	mixe alto, de Tlahuilotpec	Yo hablo mixe	Xaamkéxpét ayuujk éts nkáipyxypy
mixteco	mixteco del oeste de la costa	yo hablo mixteco	Yuu kain se'en savi ñu ñundua
náhuatl	náhuatl de la huasteca veracruzana (se entiende junto con Veracruz y San Luis Potosí)	yo hablo náhuatl	Na nitlajtowa náhuatl
tojolabal	tojolabal	yo hablo tojolabal	Ja' ke' ni wala kúmaniyon tojol-abál
triqui	triqui de la baja	yo hablo triqui	'unj a'mii xna' ánj nu' a
tseltal	tseltal (variante unificada)	yo hablo tseltal	Te jo'one ja k'op te bats'íl k'op tseltal
tsotsil	tseltal (variante unificada)	yo hablo tsotsil	Vu'üne jna'xi k' opoj ta bats'í k'op
zapoteco	zapoteco de la planicie costera	yo hablo zapoteco	Naa riné' dliidxazá
chinanteco	chinanteco del sureste medio	yo hablo chinanteco	Jnea lo'n jujmí k'ise' dsa mo' kuóo

APPENDIX I

Training Materials & Records of Training Attendance

Staff Training – New Employees

During orientation, all new employees receive the City of Goshen Policy Manual, and Goshen's Human Resources Director provides an overview of non-discrimination policies. The City's Discrimination and Harassment Policy is reviewed in detail, and separate copies of this document (attached below) are provided in addition to the Policy Manual.

DISCRIMINATION AND HARASSMENT

Adopted By: Board of Public Works and Safety

Date Adopted: October 26, 1998

Revised: December 21, 2015; January 24, 2022

Employees Affected: All Departments, Offices, and Employees

Section 1. Discrimination and Harassment Prohibited

- A. Harassment is a form of employment discrimination that violates Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act of 1967, ("ADEA"), and the Americans with Disabilities Act of 1990, ("ADA"). It is the policy of the City of Goshen provide a workplace free of job-related discrimination and on-the-job harassment of any employee.
- B. The City of Goshen will not tolerate any form of discrimination or harassment of its employees or potential employees. Harassment includes unwelcome conduct that is based on race, color, religion, sex (including pregnancy), gender, physical appearance, sexual orientation, gender identity, citizenship, marital status, veteran status, national origin, age, disability, or the known association with a known disabled individual, or genetic information. Harassment becomes unlawful where 1) enduring the offensive conduct becomes a condition of continued employment, or 2) the conduct is severe or pervasive enough to create a work environment that a reasonable person would consider intimidating, hostile, or abusive.
- C. Offensive conduct may include, but is not limited to, offensive jokes, slurs, epithets or name calling, physical assaults or threats, intimidation, ridicule or mockery, insults or put-downs, offensive objects or pictures, and interference with work performance. Harassment can occur in a variety of circumstances, including, but not limited to, the following:
 - 1. The harasser can be the victim's supervisor, a supervisor in another area, an agent of the employer, a co-worker, or a non-employee.
 - 2. The victim does not have to be the person harassed, but can be anyone affected by the offensive conduct.
 - 3. Unlawful harassment may occur without economic injury to, or discharge of, the victim.
- D. Harassment includes unwelcome sexual advances, request for sexual favors, unwelcome or offensive touching, and other unwelcome or offensive verbal, graphic, pictorial, or physical conduct of a sexual nature when:
 - 1. Such conduct has the effect of unreasonably interfering with an individual's work or creating an intimidating, hostile, or offensive working environment;

2. Submission to or rejection of such conduct by an individual is used as the basis for employment related decisions; or
 3. Submission to such conduct is made either explicitly or implicitly a term or condition of employment.
- E. Any form of discrimination or harassment by an employee violating this Policy shall subject the offending employee to disciplinary action, up to and including termination.

Section 2. Reporting; Investigation

- A. It is the responsibility of each City of Goshen employee, management and non-management alike, to keep the workplace free from discrimination or harassment. This shared responsibility includes reporting such conduct which could be in violation of these prohibitions, regardless of whether such conduct was directed to the employee or was conduct an employee has witnessed being directed toward another employee.
- B. If an employee believes that he or she is the victim of discrimination or harassment, the employee should immediately report the behavior to the employee's supervisor, department head, or to the Human Resources Manager.
- C. A formal complaint of alleged discrimination or harassment must be put in writing and submitted to the Human Resources Manager. The accused offender will be notified of the accusation against him or her. All complaints will be thoroughly investigated within fourteen (14) days. Only those individuals responsible for administering city policy or who may otherwise need to know in order to ensure a thorough and fair investigation of any claim will have access to the allegation of a complaint, and all employees with access to the complaint shall keep such confidential, as the law permits.

Section 3. Retaliation Prohibited

The City of Goshen will not tolerate any form of retaliatory conduct or harassment directed against any employee or potential employee who reports any discrimination or harassment; files a discrimination charge; testifies or participates in any way in an investigation, proceeding, or lawsuit; or opposing employment practices that they reasonably believe discriminate against individuals in violation of this Policy. Any such retaliatory conduct or threat of retaliatory conduct shall be reported to the Human Resources Manager. Such reports will be investigated and, if found valid, shall subject the offending employee to disciplinary action, up to and including termination.

Section 4. Hearing

Any employee disciplined under this Policy may submit a grievance to the Board of Public Works and Safety within three (3) days of learning of the disciplinary action. The Board of Public Works and Safety shall then hold a hearing within fourteen (14) days with the employee and his or her representative, to ascertain the facts in dispute and recommend final action to be taken. At the hearing, the employee is entitled to be represented by counsel, to require the production of evidence, to call and cross-examine witnesses, and to have subpoenas issued, served, and executed in the county. The Board of Public Works and Safety may, at its own discretion, grant an extension of time for the hearing. There shall be no further administrative appeal from the Board's final decision.

APPENDIX J

Monitoring Plan and Reports

Monitoring of Program Participants

Monitoring Plan Framework

The City is responsible to verify that consultants, contractors, and other entities who propose to enter into an agreement with the City (together referred to as “Respondents”) are themselves in compliance with Title VI and other relevant nondiscrimination authorities when they will be part of a City program or activity receiving federal financial assistance. To ensure that all Respondents to City solicitations where federal funds are involved are meeting the necessary nondiscrimination requirements, the City will include language within its solicitation documents and contract documents requiring the Respondent to certify that they have the necessary policies and procedures in place to comply with Title VI and other relevant nondiscrimination authorities and that they include appropriate Title VI and other relevant Assurances in their contract documents.

Monitoring Plan Reporting

Documentation of program participant monitoring will be compiled and included in future Title VI / Nondiscrimination Plans.

Monitoring of City Programs and Activities

Monitoring Plan Framework & Reporting

Over the next two years, a plan will be established for structured monitoring of the City’s own programs and activities. Reports summarizing the results of these evaluations and demographics of individuals engaging with and benefitting from the City’s programs, services, and activities will be made available in future Title VI / Nondiscrimination Plans. Note: The physical accessibility of the City’s public facilities is already evaluated through the City’s ADA Transition Plan.

APPENDIX K
Annual Goals & Accomplishments

Annual Goals & Accomplishments (2026)

Annual Accomplishments (October 2025 – September 2026)

Training:

- 100% of new hires received Title VI/ADA orientation.
- Online training products were identified and research is continuing to ensure that module content includes necessary aspects related to Title VI and ADA regulations.

Complaint Tracking:

- 0 Title VI complaints filed with the City of Goshen within the past year..

Public Involvement & Outreach:

- Translation of the public involvement survey into Spanish was completed but official adoption and distribution at public meetings has yet to take place.

LEP & Accessibility:

- Maintained Spanish translations of vital documents (brochures, complaint forms, survey).
- Web accessibility has been improved toward meeting the requirements of WCAG 2.1:
 - o Updates of the underlying code of the City of Goshen website to support the use of accessible web components and active implementation of those components throughout the site
 - o Establishment of best practices for creating accessible documents
 - o Updates of form technology for requesting services and reporting issues
- The City is evaluating technology solutions to improve accessibility for residents interacting with City staff by phone or in person. Current efforts include:
 - o Scoping a new phone system
 - o Reviewing meeting and communication technology options
 - o Researching other technological solutions that may improve accessibility
- Spanish translation assistance available and utilized, as-needed, for in-person communication during construction projects

Annual Goals (October 2026 – September 2027)

Training:

- Expand training format to include online modules for easier access.
- Achieve 100% staff completion of annual Title VI training.

Public Involvement & Outreach:

- Publish an online version of the developed survey.
- Provide paper copies in both Spanish and English at all public meetings.
- Provide announcements in both English and Spanish at all public meetings.

LEP Services:

- Translate at least 3 additional vital documents into Spanish.
- Develop and implement at least one tool for staff when serving LEP residents.

Accessibility:

- Conduct an internal review of City facilities for ADA/504 compliance in partnership with the Taskforce for Community Accessibility.
- Web accessibility
 - o Complete remediation or archiving of existing publicly available PDFs on the City website
 - o Development and provide staff resources for creating accessible documents and webpages; hold training for web content creators

Data & Reporting:

- Begin publishing a summary report of Title VI data outcomes (complaints, surveys, LEP service usage) on the City website annually.



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

To: Board of Public Works and Safety

From: Bodie J. Stegelmann, City Attorney

Re: Resolution 2026-23 Authorizing Participation in Proposed C.A.A.N. Class Action Settlement.

Date: October 29, 2026

National class action litigation involving PFAS contamination has recently resulted in settlements with four corporations. (Amerex Corporation, Archroma U.S., Inc., Carrier Global Corporation, and Nation Ford Chemical Company – together C.A.A.N.). It is recommended that the Board approve Resolution 2026-23 authorizing the City to participate in a proposed C.A.A.N. class action litigation settlement. Resolution 2026-23 also authorizes City staff to collaborate with outside counsel to file claims and approve documentation for participation in the settlement.

Suggested Motion:

Approve Resolution 2026-23 authorizing the city to participate in a proposed C.A.A.N. class action litigation settlement.

GOSHEN BOARD OF PUBLIC WORKS AND SAFETY

RESOLUTION 2026 - 23

Resolution Authorizing the City of Goshen, Indiana to Participate in the Proposed Class Action Settlements with Amerex Corporation, Archroma U.S., Inc., Carrier Global Corporation, and Nation Ford Chemical Company in the Public Water Systems' Portion of the Multi-District Litigation Matter, In Re: Aqueous Film-Forming Foams Product Liability Litigation, MDL 2:18-mn-2873-RMG, Relating to PFAS Contamination of Drinking Water

WHEREAS, on December 7, 2018, litigation involving the contamination of water and soil by Per- and Polyfluoroalkyl Substances (PFAS) manufactured by various entities was consolidated in the United States District Court of South Carolina as the In Re: Aqueous Film-Forming Foams Product Liability Litigation, MDL 2:18-mn-2873-RMG, before the Honorable Richard M. Gergel; and

WHEREAS, settlements have been filed on behalf of manufacturers Amerex Corporation, Archroma U.S., Inc., Carrier Global Corporation, and Nation Ford Chemical Company to compensate public water systems, including the City of Goshen, Indiana, for the contamination and remediation of PFAS; and

NOW, THEREFORE, BE IT RESOLVED BY THE City of Goshen, Indiana, Board of Public Works and Safety that this Board:

Section 1. Approves and incorporates the foregoing recital as if fully set forth herein.

Section 2. Authorizes the City of Goshen, Indiana to participate in the proposed Class Action Settlements with Amerex Corporation, Archroma U.S., Inc., Carrier Global Corporation, and Nation Ford Chemical Company in the Public Water Systems' portion of the multidistrict litigation matter, In Re: Aqueous Film-Forming Foams Product Liability Litigation, MDL 2:18-mn-2873-RMG, relating to PFAS contamination of public drinking water (hereinafter, the "MDL").

Section 3. Authorizes Outside Counsel to complete all documentation required to participate in the Amerex Corporation, Archroma U.S., Inc., Carrier Global Corporation, and Nation Ford Chemical Company Settlements for the Public Water Systems' portion of the MDL, such as Claims Forms, and designates Marv Shepherd, Superintendent of Water Treatment and Sewer Collection, and Bodie J. Stegelmann, City Attorney to verify claims on behalf of the City of Goshen, Indiana.

Section 4. Authorizes Bodie J. Stegelmann, City Attorney, to: (a) verify and approve documentation required to participate in the Amerex Corporation, Archroma U.S., Inc., Carrier Global Corporation, and Nation Ford Chemical Company Settlements for the Public Water Systems' portion of the MDL, such as Claims Forms, that is completed as authorized in Section 3; and (b) execute all releases and agreements necessary to finalize settlements of the Public Water Systems' portion of the MDL with Amerex Corporation, Archroma U.S., Inc., Carrier Global Corporation, and Nation Ford Chemical Company on behalf of the City of Goshen, Indiana.

Section 5. Authorizes Outside Counsel to: (a) continue pursuing the City of Goshen, Indiana's claims against the defendants remaining in the Public Water Systems' portion of the MDL; and (b) continue pursuing claims against any and all defendants, including Amerex Corporation, Archroma U.S., Inc., Carrier Global Corporation, and Nation Ford Chemical Company, that may be liable for damages to the City of Goshen, Indiana that extend beyond the City of Goshen, Indiana's public drinking water.

PASSED by the Goshen Board of Public Works and Safety and effective on October 29, 2026.

Gina M. Leichty, Mayor

Michael A. Landis, Member

Orv Myers, Member

Mary Nichols, Member

Barb Swartley, Member



CITY OF GOSHEN LEGAL DEPARTMENT

Donald R. Shuler, Assistant City Attorney

City Annex

204 East Jefferson Street, Suite 2

Goshen, Indiana 46528-3405

donshuler@goshencity.com • goshen.in.gov

Phone (574) 537-3855 • Fax (574) 533-8626 • TDD (574) 534-3185

October 29, 2026

To: Board of Public Works and Safety

From: Don Shuler, Assistant City Attorney

RE: Agreement with Lacasa for 908 North 6th Street Development

Attached for the Board's consideration is a Resolution approving an Agreement with Lacasa of Goshen, Inc. for 908 North 6th Street. Under the Agreement, the Goshen Redevelopment Commission will sell the Lot to Lacasa for development. Lacasa will build affordable housing: up to six (6) rental units in three (3) duplexes, or three (3) single-family homes. Closing waits on IHCD funding and land-use approvals. Construction will begin by June 1, 2028 and must be completed within a year.

The Goshen Redevelopment Commission approved the Agreement on October 13, 2026. Board of Public Works and Safety approval is necessary due to certain utility and infrastructure commitments made by the City in the Agreement, including extension of sewer and water. All City costs under the agreement will be paid by Redevelopment.

Suggested Motion: Move to approve the Resolution 2026-24 as presented and authorize the Mayor to execute the Agreement on the City's behalf.

RESOLUTION 2026-24

Authorizing Execution of Documents and Sale, Purchase, and Development of Real Estate Agreement

Whereas, the Goshen Redevelopment Commission (“Redevelopment Commission”) has approved an Agreement for the Sale, Purchase, and Development of Real Estate (“Agreement”) with Lacasa of Goshen, Inc. (“Purchaser”), for the development of a residential project located at 908 North 6th Street, Goshen, Indiana, at the northeast corner of North 6th Street and East Wilden Avenue;

Whereas, the Agreement provides for the conveyance of approximately 0.627 acres of real estate from the Redevelopment Commission to Purchaser, subject to certain terms, conditions, and obligations detailed therein;

Whereas, pursuant to the Agreement, the City of Goshen (“City”) is responsible for certain infrastructure improvements and utility-related matters adjacent to and serving the subject real estate, including but not limited to extension of sanitary sewer, six (6) sanitary sewer laterals, six (6) water service connections to the curb stops with any related water main improvements, and restoration of affected right-of-way, at a cost not to exceed One Hundred Thousand Dollars (\$100,000.00);

Whereas, it is necessary and proper for the Goshen Board of Public Works and Safety to formally authorize execution of documents and the Redevelopment Director’s authority to sign documents necessary for closing and effectuating the Agreement;

Now, Therefore, Be It Resolved by the City of Goshen Board of Public Works and Safety as follows:

1. The Board of Public Works and Safety hereby approves the Agreement for the Sale, Purchase, and Development of Real Estate with Lacasa of Goshen, Inc., and authorizes the Mayor to execute the same on behalf of the City.
2. The Board of Public Works and Safety hereby authorizes the Redevelopment Director to execute all necessary documents related to closing, conveyance, and implementation of the Agreement.

PASSED and ADOPTED on October 29, 2026.

Gina M. Leichty, Mayor

Michael Landis, Member

Mary Nichols, Member

Barb Swartley, Member

Orv Myers, Member

AGREEMENT FOR THE SALE, PURCHASE AND DEVELOPMENT OF REAL ESTATE

THIS AGREEMENT, is made and entered into October 13, 2026, by and between City of Goshen, a municipal corporation and political subdivision of the State of Indiana, acting through the Goshen Redevelopment Commission and Board of Public Works and Safety, hereinafter referred to as “Redevelopment,” and Lacasa of Goshen, Inc., an Indiana nonprofit corporation, hereinafter referred to as “Developer.”

WHEREAS, Redevelopment owns the real estate at 908 North 6th Street, at the northeast corner of North 6th Street and East Wilden Avenue in Goshen, Indiana, tax code 20-11-04-478-014.000-015, consisting of approximately .627 acres (27,300 square feet), as shown on Exhibit A (the “subject real estate”);

WHEREAS, Redevelopment issued a Request for Proposals dated September 3, 2025, for the purchase and development of the subject real estate, and received no proposals at either the Redevelopment Commission’s meeting on October 14, 2025, or the Board of Public Works and Safety’s meeting on November 13, 2025;

WHEREAS, Developer then submitted a proposal dated August 28, 2026, to purchase and develop the subject real estate, which the Redevelopment Commission considered on September 8, 2026;

WHEREAS, Developer intends to develop the subject real estate as affordable housing consisting of either (a) up to three (3) two-story, up/down duplex buildings, each with two (2) units, for up to six (6) rental units serving households earning at or below eighty percent (80%) of Area Median Income, or (b) three (3) detached, single-family homes to be sold to qualified homebuyers, together with parking, sidewalks, stormwater retention, landscaping, and related site improvements (the “Project”); and

WHEREAS, Developer intends to finance the Project with HOME Investment Partnerships Program funds (“HOME Funds”) and Development Fund assistance from the Indiana Housing and Community Development Authority (“IHCDA”), NeighborWorks America funding, and other sources, and Developer cannot take title to the subject real estate until those funds are released but needs site control to apply for them.

NOW, THEREFORE, the parties incorporate the recitals above into this Agreement and agree as follows:

1. Real Estate.

1.1. The subject real estate is described as follows:

Lots Numbered Ninety-six (96), Ninety-seven (97), Ninety-eight (98), and Ninety-nine (99), as the said Lots are known and designated on the recorded Plat of WILDEN'S WALNUT HILL ADDITION to the City of Goshen, Indiana; said Plat being recorded in Deed Record 73, Page 05, in the Office of the Recorder of Elkhart County, Indiana.

LESS AND EXCEPTING THE FOLLOWING:

A part of Lot Numbered Ninety-nine (99), as the Lot is known and designated on the recorded plat of WILDEN'S WALNUT HILL ADDITION to the City of Goshen, Indiana; said Plat being recorded in Deed Record 73, Page 05, in the Office of the Recorder of Elkhart County, Indiana, and being more particularly described as follows:

Commencing at the northwest corner of Lot Number Ninety-nine (99) in WILDEN'S WALNUT HILL ADDITION to the City of Goshen, Indiana as the point of beginning of this description; thence East along the north line of Lot Number Ninety-nine (99), a distance of 132.0 feet to the northeast corner of said Lot Number Ninety-nine (99); thence in a Southwesterly direction along the east line of said Lot Number Ninety-nine (99) a distance of 12.13 feet; thence in a Northwesterly direction, a distance of 129.73 feet to said northwest corner of Lot Number Ninety-nine (99) and the aforementioned point of beginning.

2. Consideration for Purchase and Development.

- 2.1. Developer will pay Redevelopment One Dollar (\$1.00) (the "purchase price") at closing. Redevelopment will convey the subject real estate to Developer when the conditions to closing are met.

3. Project Election and Phasing.

- 3.1. By the earlier of December 1, 2026, or the date Developer files its first zoning or subdivision application, Developer will elect by written notice to build either the duplex configuration (the "Duplex Option") or the single-family configuration (the "Single-Family Option") described above. Developer may later change its election only with Redevelopment's written consent, which Redevelopment will not unreasonably withhold if the Project Funding requires the change.
- 3.2. Under either option, Developer will subdivide the subject real estate into three (3) lots (each a "Lot"), with one (1) building on each Lot.
- 3.3. If Developer elects the Duplex Option and the Project Funding covers only two (2) buildings, Developer may build in two phases. The first phase will include two (2)

duplex buildings and all site improvements serving the Project, including parking, stormwater retention, and sidewalks ("Phase I"). The second phase will include the third duplex building or one single family house ("Phase II"). Developer must design Phase I to accommodate Phase II.

4. Site Control and Right of Entry.

- 4.1. From execution of this Agreement until closing or termination, Developer has the exclusive right to acquire and develop the subject real estate. During that time, Redevelopment will not sell, lease, encumber, or offer the subject real estate to anyone else.
- 4.2. Before closing, Developer and its agents may enter the subject real estate for surveys, soil borings, environmental assessments, and other testing needed to design, approve, and finance the Project. Developer must give Redevelopment reasonable advance notice, must restore the subject real estate after testing, and must not begin construction or place improvements before closing.
- 4.3. Before entering, Developer must give Redevelopment a certificate of commercial general liability insurance of at least [One Million Dollars (\$1,000,000.00)] per occurrence, naming the City of Goshen and the Goshen Redevelopment Commission as additional insureds.
- 4.4. Developer will give Redevelopment, without charge, copies of all surveys, environmental reports, and other studies of the subject real estate it obtains.

5. Conditions to Closing.

5.1. Closing is conditioned upon:

- 5.1.1. IHCD awarding Developer HOME Funds and Development Fund assistance, together with other funding commitments sufficient to complete the Project or, if Developer builds in phases, Phase I (collectively, the "Project Funding"). Developer must give Redevelopment written evidence of the Project Funding.
- 5.1.2. Completion of any environmental review required by the United States Department of Housing and Urban Development under 24 C.F.R. Part 58, and release of the HOME Funds for the Project.
- 5.1.3. Final approval of all rezoning, variances, and other land-use approvals for the Project, and recording of a subdivision plat creating the three (3) Lots.
- 5.1.4. Redevelopment Commission approval of Developer's final site and architectural plans.

- 5.2. Developer will apply for HOME Funds and Development Fund assistance in IHCD's funding round anticipated for March 2027. Developer will notify Redevelopment in writing within ten (10) days after IHCD awards or denies the applications.
- 5.3. If IHCD denies the applications, or if the conditions to closing are not met by December 31, 2027, either party may terminate this Agreement by written notice. Neither party will then have further liability, except that Developer's restoration and indemnification obligations survive. After a denial, Redevelopment may extend this deadline so Developer can reapply in IHCD's next funding round. Any other extension requires the written agreement of both parties.

6. Right of Repurchase.

- 6.1. Redevelopment will reserve in its deed a right to repurchase the subject real estate, or any Lot, as provided in this section.
- 6.2. Redevelopment may exercise this right if, after notice and the opportunity to cure under the Default and Remedies section:
 - 6.2.1. Developer fails to begin construction of the Project, or of Phase I, by the deadline in the Duty to Develop section;
 - 6.2.2. Developer fails to begin construction of Phase II by its deadline, in which case the right applies only to the Phase II Lot; or
 - 6.2.3. Developer stops construction on any Lot for more than one hundred eighty (180) consecutive days before completion, except for an unavoidable delay.
- 6.3. Redevelopment will exercise the right by written notice. Within sixty (60) days after the notice, Developer must reconvey the subject real estate or affected Lot by special warranty deed, free of liens and encumbrances except those existing at the original conveyance, those Redevelopment approves in writing, and those recorded for the Project Funding.
- 6.4. The repurchase price is One Dollar (\$1.00).
- 6.5. The right ends as to each Lot when a certificate of occupancy issues for the building on that Lot. On request, Redevelopment will record a release for that Lot.
- 6.6. Redevelopment will subordinate the right to the covenants, agreements, and mortgages required by IHCD or other Project Funding sources, and will sign reasonable subordination or intercreditor agreements, so long as its right to repurchase any Lot where construction has not begun remains intact.

6.7. The parties will sign a memorandum of this Agreement, which Redevelopment may record in the Office of the Recorder of Elkhart County, Indiana.

7. Obligations of Redevelopment.

7.1. At its expense, Redevelopment will:

- 7.1.1. As owner of record, sign, join in, or authorize Developer to file as its agent all applications for rezoning, variances, subdivision, and other land-use approvals for the Project, and support those applications before the Plan Commission, Board of Zoning Appeals, Common Council, and other bodies, so long as they are consistent with this Agreement.
- 7.1.2. Give Developer copies of any surveys, environmental reports, and other studies of the subject real estate in its possession.
- 7.1.3. Provide the information IHCD or other funding sources, reasonably requires for the Project Funding and the environmental review, including information about the Public Infrastructure Improvements.

8. Public Infrastructure Improvements.

8.1. Redevelopment will fund, design, bid, and construct the following public improvements to serve the Project (the “Public Infrastructure Improvements”), as finally determined and engineered by Goshen City Engineering:

- 8.1.1. Extension of the sanitary sewer along North 6th Street or through the adjacent alley.
- 8.1.2. Six (6) sanitary sewer laterals extended from the sewer to the property line, each with a cleanout.
- 8.1.3. Six (6) water service connections extended to the curb stops, together with any water main improvements needed to serve them.
- 8.1.4. Restoration of any street, alley, or other public right-of-way disturbed by this work.

Goshen City Engineering may adjust the scope, location, and design of the Public Infrastructure Improvements during final engineering as reasonably needed to serve the Project, so long as each unit receives sanitary sewer and water service at the property line. Redevelopment will consult with Developer on any change that affects Developer’s site plan. Any change remains subject to the cost limit in Section 8.2. Any addition requested by Developer will be at Developer’s expense.

8.2. Redevelopment’s cost for the Public Infrastructure Improvements will not exceed One Hundred Thousand Dollars (\$100,000.00) unless the Redevelopment Commission approves. If the engineer’s estimate or the bids exceed this amount and

the Commission does not approve the excess, either party may terminate this Agreement by written notice.

- 8.3. Redevelopment need not begin design until Developer gives written evidence that IHCDa has awarded HOME Funds for the Project. After the award, Redevelopment anticipates completing design, bidding the improvements in fall 2027, and building them in spring 2028.
- 8.4. Redevelopment will not award a contract for or begin construction of the Public Infrastructure Improvements before release of the HOME Funds unless Developer confirms in writing that doing so will not jeopardize the Project Funding.
- 8.5. The Public Infrastructure Improvements will be bid and built under Indiana public works law, with plans approved by Goshen City Engineering and the Board of Public Works and Safety. The City of Goshen will own and maintain them.
- 8.6. Redevelopment will notify Developer in writing when the Public Infrastructure Improvements are substantially complete.

9. Obligations of Developer.

9.1. At its expense, Developer will:

- 9.1.1. Construct the Project consistent with its proposal dated August 28, 2026, its election under the Project Election and Phasing section, and final site and architectural plans approved by the Redevelopment Commission before closing. The Commission will not unreasonably withhold approval.
- 9.1.2. Obtain all rezoning, variance, subdivision, and other land-use approvals for the Project, including the survey and plat, and complete Technical Review before any permits issue.
- 9.1.3. Comply with all requirements of IHCDa and the other Project Funding sources.
- 9.1.4. Construct all water, sewer, and other utility lines and connections on the subject real estate, connect each building to City water and sewer before occupancy, and pay all tap fees.
- 9.1.5. Construct sidewalks along all adjacent public streets.
- 9.1.6. Retain stormwater on site by a method approved by Goshen City Engineering, along the southern property line adjacent to East Wilden Avenue where feasible.
- 9.1.7. Under the Duplex Option, build an off-street parking area with alley access, providing two (2) spaces per unit plus all required accessible spaces.
- 9.1.8. Under the Duplex Option, rent the units as affordable housing to households earning at or below eighty percent (80%) of Area Median Income, or as rules of HOME grant state, for at least the affordability period IHCDa requires. Under

the Single-Family Option, sell the homes to homebuyers who qualify under the Project Funding.

9.1.9. Comply with all applicable federal, state, and local laws, codes, and ordinances, and all Goshen City Engineering policies and standards.

10. Infrastructure Construction Requirements.

10.1. Developer's water and sewer building lines, sidewalks, and related facilities must be built to plans and specifications approved in advance by Goshen City Engineering and the Board of Public Works and Safety.

10.2. Each party will sign the easements, right-of-way grants, and other documents reasonably needed to develop the subject real estate and to maintain the City's water mains, sewer mains, streets, and sidewalks. These documents will be recorded in the Office of the Recorder of Elkhart County, Indiana.

11. Duty to Develop.

11.1. Developer must begin construction of the Project, or of Phase I, by the later of June 1, 2028, or sixty (60) days after Redevelopment's notice that the Public Infrastructure Improvements are substantially complete. Developer must complete construction within twelve (12) months after it begins.

11.2. If Developer builds in phases, it must begin Phase II by December 31, 2030, and complete it within twelve (12) months after it begins. Phase II is also contingent on successful HOME grant application, Development Fund assistance from IHCD, NeighborWorks America funding, and other sources,

11.3. If funding or other circumstances beyond Developer's control threaten a deadline, Developer may request an extension in writing, with supporting documentation and a revised timeline. Redevelopment will consider the request in good faith and may grant up to twelve (12) months if Developer shows continued progress and compliance with this Agreement. A longer extension requires an amendment.

12. Closing.

12.1. Closing will occur within ninety (90) days after the conditions to closing are met, unless the parties agree otherwise. The parties will share the closing agent's fees equally.

13. Title Insurance.

13.1. Redevelopment will obtain, at its cost, a title insurance commitment and deliver it to Developer at least thirty (30) days before closing.

13.2. At closing, Redevelopment will provide an ALTA owner's policy insuring title in the amount of the purchase price, subject only to the policy's standard exceptions.

14. Warranties.

14.1. Redevelopment will convey merchantable title by warranty deed, free of liens and encumbrances except the right of repurchase and conditions of record, including zoning, taxes, and assessments.

14.2. Redevelopment makes no warranty that the subject real estate is suitable for any purpose. Developer has inspected the subject real estate and relies solely on its own inspection, not on any representation by Redevelopment or its agents.

15. Possession of Real Estate.

15.1. Redevelopment will deliver possession of the subject real estate at closing.

16. Developer's Warranties and Representations.

16.1. The person signing for Developer has full authority to bind Lacasa of Goshen, Inc. to this Agreement.

16.2. Developer will indemnify and hold harmless the City of Goshen and Redevelopment from any loss, claim, damage, or expense arising from Developer's entry upon, development of, or use of the subject real estate.

17. Default and Remedies.

17.1. Each of the following is an event of default:

17.1.1. Developer files for bankruptcy, or a bankruptcy proceeding is filed against Developer;

17.1.2. Developer makes an assignment for the benefit of creditors;

17.1.3. A receiver is appointed for Developer, its assets, or the subject real estate; or

17.1.4. Either party materially breaches this Agreement.

17.2. Upon a default by Developer, Redevelopment will give Developer written notice, and Developer must cure the default within thirty (30) days. If the default cannot reasonably be cured in thirty (30) days, Developer is not in breach so long as it begins the cure promptly and diligently completes it. Nor is Developer in default while an unavoidable delay prevents a cure. An unavoidable delay is one caused by

power outages, fire, acts of God, delays by IHCD or the United States Department of Housing and Urban Development in processing the Project Funding or the environmental review, severe economic disruption that makes performance commercially impracticable, or other causes beyond Developer's control that reasonable diligence could not avoid. If Developer does not diligently pursue a cure, Redevelopment may exercise any remedy available at law or in equity, including its right of repurchase.

- 17.3. Upon any breach, the non-defaulting party may recover its damages, including the costs it incurred in performing this Agreement before the breach, and may compel specific performance.

18. Amendment.

- 18.1. This Agreement may be amended only in a writing signed by both parties. A party seeking an amendment will submit a written request explaining it, and the other party will respond within thirty (30) days.

19. Miscellaneous.

- 19.1. Indiana law governs this Agreement.
- 19.2. Venue for any action to enforce or interpret this Agreement lies in a court of competent jurisdiction in Elkhart County, Indiana.
- 19.3. The prevailing party in any action to enforce this Agreement may recover its costs, including reasonable attorney's fees.
- 19.4. If any provision of this Agreement is invalid or unenforceable, that provision will be reformed to comply with law, and the remaining provisions remain in effect.
- 19.5. This Agreement binds the parties and their legal representatives, successors, and assigns.
- 19.6. This Agreement is the entire agreement between the parties and supersedes all prior agreements and understandings.
- 19.7. Neither party may assign this Agreement without the other's written consent, which will not be unreasonably withheld. Developer may, however, assign this Agreement on written notice to an entity it controls that is formed to own the Project if IHCD requires, so long as Developer remains responsible for performance. Developer's sale of completed homes under the Single-Family Option needs no consent.

19.8. This Agreement and all documents submitted under it are subject to the Indiana Access to Public Records Act, Indiana Code 5-14-3.

19.9. Notices must be in writing and delivered personally, by certified mail, or by nationally recognized overnight courier to the addresses below, or to another address a party designates by notice:

Redevelopment:

Goshen Redevelopment Commission
Attn: Redevelopment Director
204 East Jefferson Street, Suite 5
Goshen, Indiana 46528

with a copy to:

City of Goshen Legal Department
204 East Jefferson Street, Suite 2
Goshen, Indiana 46528

Developer:

Lacasa of Goshen, Inc.
202 North Cottage Avenue
Goshen, Indiana 46528.

IN WITNESS WHEREOF, the parties have set their hands to this Agreement the day and year first written above.

[Signatures on following page]

**City of Goshen Redevelopment
Commission**

Brian Garber, President

Attest: Jonathan Graber, Secretary

Date: _____

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

Gina M. Leichty, Mayor

Date: _____

Lacasa of Goshen, Inc.

Printed: _____

Title: _____

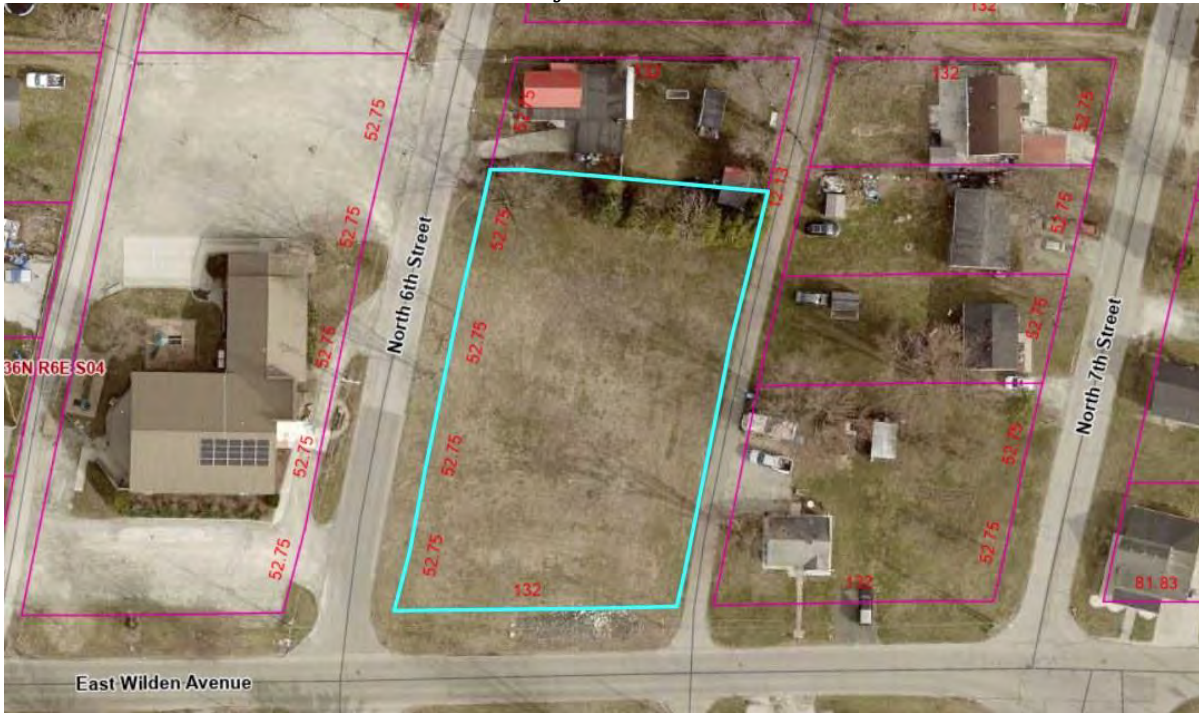
Date: _____

Printed: _____

Title: _____

Date: _____

EXHIBIT A
The Subject Real Estate



908 North 6th Street – Tax Code 20-11-04-478-014.000-015



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

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

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

October 29, 2026

To: Board of Public Works and Safety

From: Don Shuler, Assistant City Attorney

RE: NIPSCO Easement for Electric Facilities and Claim Release
1332 Chicago Avenue, Goshen, Indiana

NIPSCO requests a permanent easement on City-owned land at 1332 Chicago Avenue for its Goshen PK 31 D10 Project. The easement area is small, about 26 square feet at the Chicago Avenue edge of the parcel, and will hold a utility pole and related electric facilities.

Two documents are attached. The Easement for Electric Facilities grants NIPSCO the right to install, operate, and maintain its facilities within the easement area, with access across the parcel. The City may continue to use the area so long as it does not interfere with NIPSCO's facilities. Under the Claim Release and Agreement, NIPSCO will pay the City \$1,000.00 within forty-five (45) days as compensation for the easement.

The Easement and Claim Release are presented for the Board's approval.

Suggested Motion: Move to approve the Easement for Electric Facilities and the Claim Release and Agreement for Easement for NIPSCO for 1332 Chicago Avenue, in substantially the form presented, and authorize the Mayor to execute both documents on behalf of the City.

**RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:**
Northern Indiana Public Service Company LLC
Attn: Survey & Land
801 E 86th Avenue
Merrillville, IN 46410

CROSS-REFERENCE: In accordance with Indiana Code § 32-23-2-5(a), the easement described below burdens the real estate acquired by Corrective Tax Deed dated August 12, 2010, and recorded in the Office of the Recorder for Elkhart County, Indiana, as Document No. 2010-15828 on August 12, 2010.

EASEMENT FOR ELECTRIC FACILITIES

EASEMENT #201849-001

THIS EASEMENT FOR ELECTRIC (this “Easement”) is made by and between **City of Goshen**, with a mailing address of 202 South 5th Street, Goshen, IN 46528 (the “Grantor”, whether singular or plural) and **Northern Indiana Public Service Company LLC**, an Indiana limited liability company, with its principal place of business located at 801 E. 86th Avenue, Merrillville, Indiana 46410 (“Grantee”).

GRANT. For good and valuable consideration paid, the receipt and sufficiency of which are acknowledged by Grantor, Grantor grants to Grantee the perpetual rights in, on, over, under, across and through Grantor’s property situated in **Elkhart Township, now City of Goshen, Elkhart County, Indiana**, containing 0.45 acres, more or less, (the “Premises”) to all the following:

1. construct, erect, install, operate, maintain, replace (within the Easement Area as defined below), repair, alter the size of, remove, renew, replace or abandon in place towers and poles and to string, wires, cables, conductors, grounds, anchor and guy wires, fiber optic, pull boxes and other necessary equipment upon and between such towers and poles, and to also construct, install, operate, maintain, replace, repair, alter the size of, remove, renew, replace or abandon in place underground ducts and conduits, underground wires, cables, conductors, manholes, pads for transformers with transformers located thereon and other necessary appurtenances (collectively, the “NIPSCO Facilities”);
2. construct, install, operate, maintain, replace, repair, alter the size of, and remove or abandon underground communication systems for the transmission of video, data and voice communications, with appurtenant facilities, including, without limitation, conduits, cables, equipment, splicing boxes, wires, cathodic protection, and fiber optics cable (collectively, included in the “NIPSCO Facilities”);
3. perform pre-construction and due diligence work;

4. access to and from the Easement Area (defined below) by means of existing or future roads and other reasonable routes on the Premises and Grantor's adjoining lands to allow Grantee to exercise all rights under this Easement;

5. exercise all other rights necessary or convenient for the full use and enjoyment of the rights granted in this Easement, including but not limited to, the right from time to time to the following: (a) clear the Easement Area (defined below) of all dwellings, garages, out-buildings, pools, decks, man-made bodies of water, leach beds, septic tanks, unapproved utility installations, or any other obstruction of any kind that, in Grantee's sole discretion, prevent or interfere with Grantee's rights under this Easement; and (b) clear, cut, trim, and remove any and all trees, vegetation, shrubbery, brush, and overhanging branches from the Easement Area (defined below) by various means and methods, including, but not limited to, the use of herbicides approved by the United States Environmental Protection Agency ((a) and (b) together shall collectively be known as "Encroachments").

The Facilities laid pursuant to the terms of this Easement shall be located within the limits of a permanent easement ("Easement Area") as described or depicted, or both, on the attached Exhibit A, which is fully incorporated into this Easement.

Grantor may use and enjoy the Easement Area, except to the extent such use and enjoyment interferes with the rights granted to Grantee under this Easement. Grantor shall not construct or permit to be constructed or place any Encroachment on or over the Easement Area that will, in any way, in Grantee's sole discretion, interfere with the use and enjoyment of the rights granted to Grantee in this Easement. Except as may be consented to by Grantee, in writing, Grantor, along with Grantor's agents, representatives, and independent contractors, shall not change the depth of cover in the Easement Area, conduct grading operations within the Easement Area, permit the dumping of refuse or waste in the Easement Area, operate heavy machinery or equipment in the Easement Area, or engage in any activity within the Easement Area that, in Grantee's sole discretion, creates or could create a safety issue or otherwise interferes with the rights granted to Grantee in this Easement. Grantor will not cause, and will not permit any third parties to cause, the Easement Area to be covered by standing water, except in the course of normal seasonal irrigation.

Grantee shall restore and remediate any area on the Premises disturbed by Grantee in connection with Grantee exercising its rights under this Easement to as near as practical to the Premises' original condition, except as provided herein. Should Grantor and Grantee disagree regarding whether Grantee is responsible for restoration or remediation hereunder (the "Dispute"), the Dispute shall be submitted to a mutually agreed upon mediator who will mediate the disagreement before any legal action is commenced in any appropriate court having jurisdiction.

Grantor represents and warrants to Grantee that, to the best of Grantor's actual knowledge, the following: (a) during Grantor's ownership of the Premises, Grantor has not caused the disposal or release of any pollutants, contaminants, petroleum, or hazardous substances on or under the Premises that would cause or threaten to cause an endangerment to human health or the environment or require clean up; (b) during Grantor's ownership of the Premises, Grantor has not imposed any legal or contractual restriction on the use

of the Premises that would affect the use of the Easement Area for Grantee's intended use under this Easement; and (c) during Grantor's ownership of the Premises, Grantor has not used the Premises for commercial or industrial purposes. Grantor further represents that it has informed Grantee, prior to the execution of this Easement, of all pollutants, contaminants, petroleum, hazardous substances, and endangerments which Grantor has actual knowledge exist on or under the Easement Area. Grantor makes no representation or warranty as to the condition or use of the Premises before Grantor acquired title in August 2010.

Grantor and Grantee agree that, except to the extent caused by the acts or omissions of Grantee or its representatives and contractors, Grantee shall not be liable for, and is forever released from, any and all claims, damages, losses, judgments, suits, actions, and liabilities, whether arising during, prior to, or subsequent to the term of this Easement, related to the presence of pollutants, contaminants, petroleum, hazardous substances, or endangerments in, beneath, or along the Premises.

Grantee agrees to pay for any damage to marketable timber, crops, approved fences (if any) and approved tile drains (if any) that is caused by the activities conducted pursuant to this Easement.

Grantor forever releases and discharges Grantee regarding any and all claims arising out of (a) the fair market value of this Easement; (b) the fair market value of the improvements, if any, to be taken as a result of this Easement; (c) the damages, if any, to the residue of the Premises caused, or alleged to be caused, by appropriation of this Easement; and (d) any other damages, if any, resulting from construction and installation of the improvements relating to this Easement and the use thereof. This section survives this Easement's release and reversion of any portions of the Easement.

Grantor covenants to the following: (a) to be the true and lawful owner of the Premises; (b) to be lawfully seized of the Premises in fee simple; (c) to have good right and full power to grant this Easement; and (d) that it will not convey or transfer fee simple ownership of the Premises prior to the recording of this Easement in the public land records.

Failure or refusal to exercise any rights in this Easement is not a waiver of any kind and no waiver or release is valid unless executed in writing by the waiving party and properly recorded in the public land records of the Premises title. Both parties having participated fully and equally in the negotiation and preparation of this Easement, this Easement shall not be more strictly construed, nor any ambiguities in this Easement resolved, against either Grantor or Grantee.

The rights, privileges, and terms of this Easement shall be covenants running with the land and extend to and be binding upon Grantor and Grantee and their respective representatives, heirs, successors, and assigns.

IN WITNESS WHEREOF, intending to be legally bound, Grantor executes this Easement this _____ day of _____, 2026.

City of Goshen

By: _____
Name: _____
Title: _____

STATE OF INDIANA)
) SS.
COUNTY OF ELKHART)

BE IT REMEMBERED that on this _____ day of _____, 2026, before me, a Notary Public in and for said county and state aforesaid, personally appeared _____(name), _____, (title) of City of Goshen and acknowledged the execution of the foregoing instrument in behalf of City of Goshen as the voluntary act and deed of City of Goshen for the uses and purposes set forth.

WITNESS my hand and notarial seal this _____ day of _____, 2026.

Print Name _____

(SEAL)

Sign Name _____

Notary Public

My Commission Expires _____

A Resident of _____ County, _____

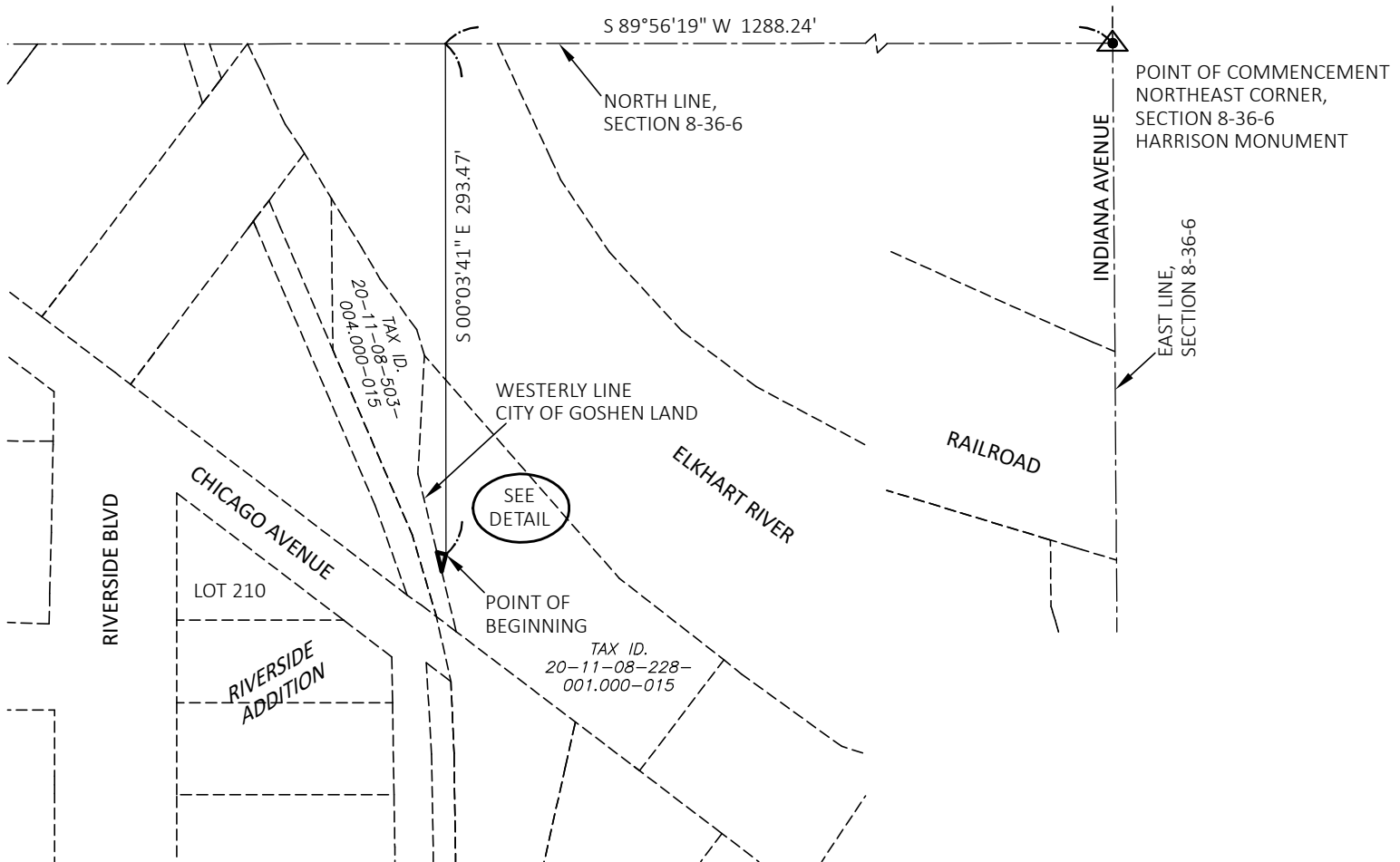
This instrument prepared by: Kathryn A Bryan, NIPSCO Legal Counsel. "I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law." Kathryn A Bryan, NIPSCO Legal Counsel.



EASEMENT AREA DESCRIPTION:

EXHIBIT "A"

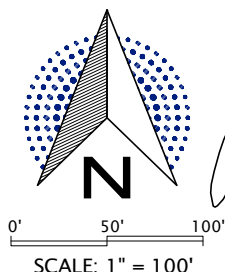
A PARCEL OF LAND LYING IN THE NORTHEAST QUARTER OF SECTION 8, TOWNSHIP 36 NORTH, RANGE 6 EAST OF THE 2ND PRINCIPAL MERIDIAN, IN ELKHART COUNTY, INDIANA, SAID PARCEL BEING PART OF LAND DESCRIBED TO CITY OF GOSHEN IN A CORRECTIVE TAX DEED, RECORDED AS DOCUMENT NUMBER 2010-15828 ON AUGUST 12, 2010 IN THE OFFICE OF THE RECORDER OF SAID COUNTY, SAID PARCEL DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SECTION 8 MARKED BY A HARRISON MONUMENT, THENCE SOUTH 89 DEGREES 56 MINUTES 19 SECONDS WEST (BASIS OF BEARINGS IS NAD83 (2011) EPOCH 2010.0, INDIANA STATE PLANE EAST ZONE), 1288.24 FEET ALONG THE NORTH LINE OF SAID SECTION 8; THENCE SOUTH 00 DEGREES 03 MINUTES 41 SECONDS EAST, 293.47 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 14 DEGREES 10 MINUTES 49 SECONDS WEST, 10.00 FEET TO THE WESTERLY LINE OF CITY OF GOSHEN LAND; THENCE NORTH 13 DEGREES 40 MINUTES 08 SECONDS WEST 11.31 FEET ALONG SAID WESTERLY LINE; THENCE SOUTH 75 DEGREES 49 MINUTES 11 SECONDS EAST, 5.28 FEET TO THE POINT OF BEGINNING, CONTAINING 26 SQUARE FEET OR 0.001 ACRES MORE OR LESS.



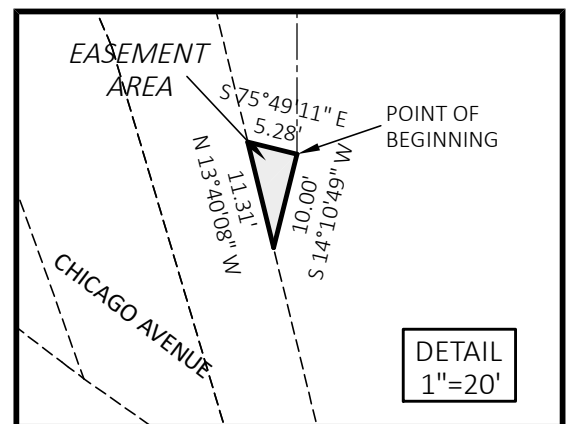
THIS DRAWING IS NOT INTENDED TO BE REPRESENTED AS A RETRACEMENT OR ORIGINAL BOUNDARY SURVEY, OR A SURVEYOR LOCATION REPORT.

GRANTORS:
TAX ID. 20-11-08-228-001.000-015
CITY OF GOSHEN
CORRECTIVE TAX DEED
DOC. NO. 2010-15828
RECORDED AUGUST 12, 2010

Reference Name: NIPSCO
Survey Job No.: 25-0421.02
Drawn By: MLP
Date: 7/20/2026
Revised: 10/6/2026
\\25-0421.02.dwg
NE 1/4 Sec. 8-36-6E
Elkhart County, Indiana



Anthony M. Gregory



DVG TEAM, Inc
1155 Troutwine Road
Crown Point, IN 46307
Phone: (219) 662-7710
Fax: (219) 662-2740
www.dvgteam.com





Contract Number:201849-001

CLAIM RELEASE AND AGREEMENT TO PAY BALANCE FOR EASEMENT AND DAMAGES

With the delivery hereof, **City of Goshen** (collectively the “Grantor”) has executed and delivered to Northern Indiana Public Service Company LLC, an Indiana limited liability company (“NIPSCO”), **an Easement for Electric Facilities** (the “Easement”), in connection with the **Goshen PK 31 D10 Project** (the “Project”), for the real property identified by property identification number(s) **20-11-08-228-001.000-015**, located in Elkhart County, Indiana (the “Property”), for the total agreed upon consideration in the amount of One Thousand Dollars (**\$ 1,000.00**) in full payment and satisfaction for the foregoing easement AND for all damages of every kind and character done to Property, Grantor, it’s assigns and successors, or any other persons on the Property during the investigation and construction activities in connection with the Project, and this is deemed to be and is a complete discharge and release of NIPSCO which has satisfied all of NIPSCO’s obligations to pay damages and of the promise to pay damages contained within the Easement to which the Property is subject. Grantor hereby accepts all obligations to pay any portion of the consideration claimed by any and all persons having claims or demands against or interest in the consideration received for the Easement. Grantor assumes no obligation for any damages or claims arising from the investigation, construction, installation, operation, or maintenance of the facilities for the Project on the Property. Now, NIPSCO covenants and agrees to pay to the Grantor the foregoing consideration within forty-five (45) business days from the date all parties have signed, which payment may be made by check, payable to the Grantor and addressed to the following address via United States mail:

SPECIAL HANDLING REQUESTED

Payee: City of Goshen

Street Address: 202South 5th Street

City, State, Zip: Goshen, IN 46528-3703

Attn: _____

NORTHERN INDIANA PUBLIC SERVICE COMPANY LLC

NIPSCO Signature: _____

Contract Field Agent Initials (if applicable): JAY

Printed Name: _____

Printed Name: Jay Spencer | Bowman

Dated: _____, 20__

Dated: _____, 2026

GRANTOR

Grantor Signature: _____

Grantor Signature: _____

Printed Name: _____

Printed Name: _____

Dated: _____, 20__

Dated: _____, 20__

Tenant Signature (if applicable): _____

Printed Name: _____

Dated: _____, 20__

☐ See Compensation Worksheet for further detail (if checked).

For NIPSCO Use Only:

Contract Agent Name: Jay Spencer | Bowman

WO Number: 4000099474

HRI: 366162



*****REQUEST*****

DATE: **Thursday, October 15, 2026**

TO: **GOSHEN BOARD OF WORKS**

FROM: **GOSHEN WATER & SEWER
KELLY SAENZ**

RE: **UNPAID FINAL ACCOUNTS**

The original amount of unpaid final Water/Sewer accounts for this period was **\$1,972.31**
Collection letters were sent out and payments of **\$508.67** had been collected.

The uncollected amount equals **\$1,463.64**

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

These are accounts for the most part were finaled thru **Monday, July 20, 2026**

WATER: **\$360.34**
SEWER: **\$1,103.30**

TOTALS

REPORT TOTAL		\$1,972.31
BPS TOTAL	\$330.28	\$1,642.03
COUNTY TOTAL	\$1,085.83	\$556.20
W-WRITE OFF	\$30.06	\$526.14
S-WRITE OFF	\$17.47	\$508.67
PAYMENT TOTAL	\$508.67	\$0.00
AGREEMENT TOTAL	\$0.00	



Marv Shepherd, Superintendent
Water Treatment & Sewer Collection Department

308 North Fifth Street • Goshen, IN 46528-2802

Phone (574) 534-5306 • TDD (574) 534-3185
marvshepherd@goshencity.com • www.goshenindiana.org

MEMORANDUM

TO: Board of Works & Safety

FROM: Marv Shepherd, Water Utility Superintendent

RE: Temporary Road Closure and Traffic Detour Authorization for Water Service Installation at 512 S. Main Street

DATE: October 26, 2026

A new water service tap is required at 512 South Main Street. The existing water main is located within the traveled portion of SR 15 (Main Street), requiring excavation within the roadway to complete the installation. Due to the location of the work, a temporary closure of SR 15 and detour of traffic onto local streets will be necessary to safely perform the work.

As part of the Indiana Department of Transportation (INDOT) permitting process, the City must approve the temporary use of local streets for the detour route and authorize the Mayor to execute the required concurrence form.

The proposed detour route will utilize Kercher Road and Madison Street during the temporary closure of SR 15 while the water service installation is completed.

As soon as INDOT approves the permit and a construction schedule is confirmed, I will provide the specific road closure dates so the Board and the public can be properly notified.

Requested Motion: Move to authorize the temporary closure of SR 15 and detour of traffic onto Kercher Road and Madison Street for the installation of a new water service at 512 South Main Street, and authorize the Mayor to sign all documents required by INDOT related to the traffic control permit and detour route approval.



**Engineering Department
CITY OF GOSHEN**

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

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

MEMORANDUM

TO: Board of Works and Safety and Stormwater Board

FROM: Engineering Department

RE: **CHANGE ORDER NO. 2 FOR COMMUNITY SIDEWALK IMPROVEMENT & 50/50 (JN: 2025-0001)**

DATE: October 29, 2026

Attached please find Change Order No. 2 for the Community Sidewalk Improvement & 50/50.

While removing concrete sidewalks along Washington Street, DC Construction found that there were window wells that had not been backfilled and walls that had not been built for proper abandonment. The Engineering Department directed DC Construction to properly close and abandon the window wells prior to pouring the sidewalk back.

Requested Motion: Approve Change Order No. 2 for the Community Sidewalk Improvement & 50/50 Project to build a wall and backfill to abandon the 2 window wells for the amount of \$2200.00.

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

OWNER: City of Goshen

PROJECT NAME: Community Sidewalk Improvement & 50/50

PROJECT NUMBER: 2025-0001

CONTRACTOR: DC Construction

I. DESCRIPTION OF WORK INVOLVED (Use additional sheets if needed)

While removing concrete sidewalks along Washington Street, DC Construction found that there were window wells that had not been backfilled and walls that had not been built for proper abandonment. The Engineering Department directed DC Construction to properly close and abandon the window wells prior to pouring the sidewalk back.

CO2.1	Window Well Closures/Abandonment	2 EA	@ \$1,100.00		\$2,200.00
-------	----------------------------------	------	--------------	-------	------------

Subtotal - \$2,200.00

II. ADJUSTMENTS IN AMOUNT OF CONTRACT

1. Amount of original contract	\$1,171,800.00
2. Net (Addition /Reduction) due to all Previous Contract Supplements Numbers 0 to <u>1</u>	\$0.00
3. Amount of Contract, not including this supplement	\$1,171,800.00
4. Addition /Reduction to Contract due to this supplement	\$2,200.00
5. Amount of Contract, including this supplemental	\$1,174,000.00
6. Total (Addition / Reduction) due to all Change Orders (Line 2 + Line 4)	\$2,200.00
7. Total percent of change in the original contract price Includes Change Order No. 1 to <u>2</u> (Line 6 divided by Line 1)	0.19%

III. CONTRACT SUPPLEMENT CONDITIONS

1. The contract completion date established in the original contract or as modified by previous Contract Supplement(s) is hereby extended/~~reduced~~ by 0 calendar days.
2. Any additional work to be performed under this Contract supplement will be carried out in compliance with the specifications included in the preceding Description of Work Involved, with the supplemental contract drawing designed as _____, and under the provisions of the original contract including compliance with applicable equipment specifications, general specifications and project specifications for the same type of work.
3. This Contract Supplement, unless otherwise provided herein, does not relieve the contractor from strict compliance with the guarantee provisions of the original contract, particularly those pertaining to performance and operation of equipment.
4. The contractor expressly agrees that he will place under coverage of his Performance and Payment Bonds and contractor's insurance, all work covered by this Contract Supplement. The contractor will furnish to the owner evidence of increased coverage of this Performance and Payments bonds for the accrued value of all contract supplements, which exceed the original contract price by twenty (20) percent.

RECOMMENDED FOR ACCEPTANCE

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

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

Mayor

Member

Member

Member

Member

ACCEPTED: CONTRACTOR

DC Construction

Signature of authorized representative



**Engineering Department
CITY OF GOSHEN**

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

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

MEMORANDUM

TO: Board of Works and Safety and Stormwater Board

FROM: Engineering Department

RE: **CENTURY DRIVE RECONSTRUCTION – CHANGE ORDER NO. 1
(JN: 2024-0030)**

DATE: October 29, 2026

Attached please find Change Order No. 1 for items described below.

During construction the following changes were found to be necessary for reasons as described: To prevent anticipated damage to the proposed approaches, sidewalk, curb and gutter by better accommodating turning movement at the drive approaches at 1821 & 1902 Century Drive, including for oversized trailers, the approach radii were increased, a portion of 4" sidewalk needs to be installed at 9" thick and 40 LFT of curb and gutter to be widened and hand formed. Addition of a 10" stone temporary drive approach was necessary to maintain access to 1902 Century Drive also due to the restrictive turning movement of large trailer specifically during reconstruction of the southbound lane. This work will result in saw cutting edge of pavement for installation of hand formed curb and gutter for 210 LFT and 1 additional calendar day to complete the work. *See Figure 1 on Page 3.*

Several storm sewer revisions are necessary due to multiple reasons. The proposed Drywell Str. 1001 at 1821 Century was eliminated and replaced with 8" DIP culvert pipe to reduce long-term maintenance needs; 8" DIP was necessary to accommodate separation from gas service and allow for reduced cover over pipe. Additional CMP culverts were found to be deteriorated. These were replaced with 12" RCP for the roadway crossing near Sta. 80+32 Lt and 8" DIP was necessary at 1802 Century Drive as the existing culvert was smashed, preventing drainage and to meet minimum cover allowed between the top of pipe and top of finished surface. 6" DIP was needed at 1803 Century to provide an overflow drainage between Drywell Str. 1001 and existing structure. A 15" CMP extension (quote includes connection to existing culvert with manufacture's coupling) is required to reconnect the existing 15" CMP culvert at existing Str. 5099, which will be removed and replaced as it is inaccessible to maintenance due to the small size of the structure opening and cannot accommodate the new 12" RCP culvert to be connected at this structure. This work will require 1 additional calendar day to complete. *See Figure 2 on Page 4.*

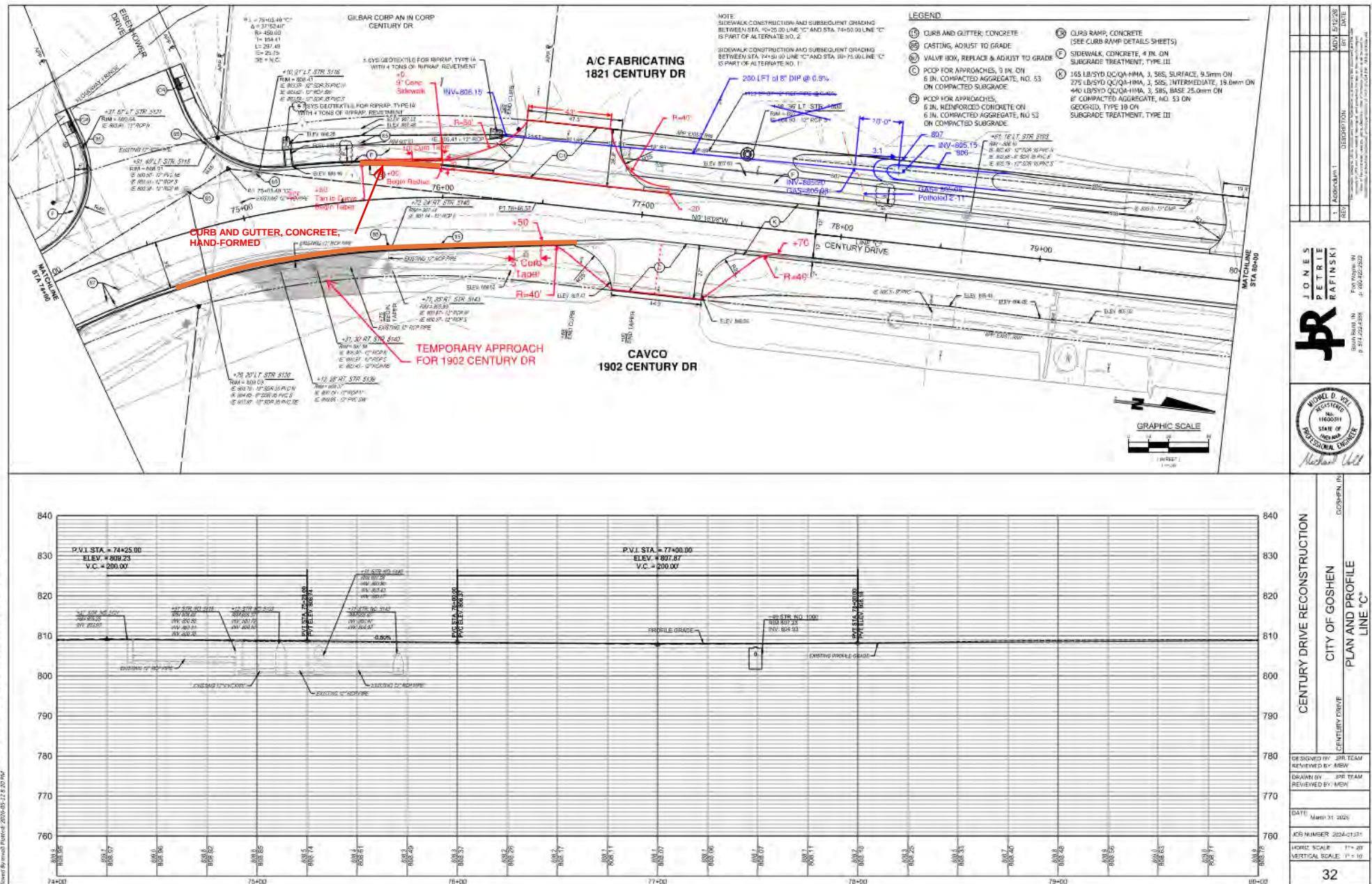
City of Goshen Engineering staff compared Niblock's newly quoted pay item unit costs to comparable items on recent quotes for other city projects and found the quoted pricing to be acceptable.

Goshen Redevelopment is funding this project and approved Change Order No. 1 at their October 13th meeting.

The original contract amount was \$5,477,547.25; Change Order No. 1 increases the total contract by \$63,418.58 for a revised contract amount of \$ \$5,540,965.83 which is an increase of 1.16% over the original contract amount. Two days will be added to the contract to complete this work.

Suggested Motion: *Approve Change Order No. 1 for additional curb and drive approach work and changes in stormwater infrastructure in the amount of \$63,418.58 and 2 additional days.*

Century Drive Reconstruction – Change Order No. 1 (Jn: 2024-0030)
 October 29, 2026
 Page 3



Page 4

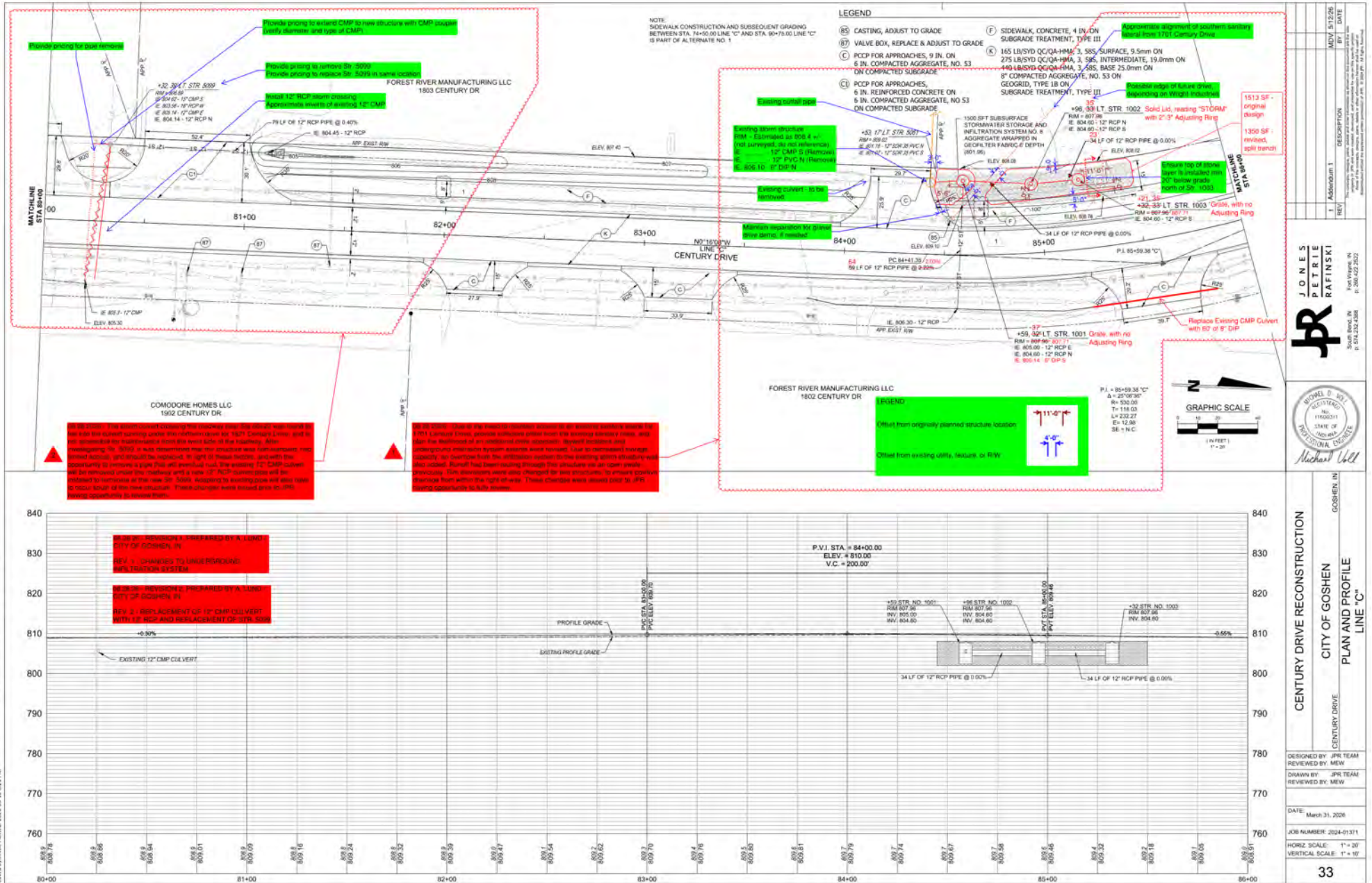


Figure 2 – Revised Stormwater Drainage at 1803 & 1802 Century Drive



**ENGINEERING DEPARTMENT
CITY OF GOSHEN**

204 East Jefferson Street, Suite I • Goshen, IN 46528-3405
Phone (574) 534-2201 • Fax (574) 533-8626
engineering@goshencity.com • www.goshenindiana.org

MEMORANDUM

TO: Goshen Board of Public Works & Safety

FROM: Goshen Engineering

RE: **DENVER STREET CURB & SIDEWALK REPLACEMENT AND WILDEN AVENUE DRAINAGE IMPROVEMENTS**
JN: 2024-0027, 2026-0019, 2026-0031, 2026-0030, 2020-0027

DATE: October 29, 2026

The Board of Public Works and Safety advertised for sealed bids for the Denver Street Curb & Sidewalk Replacement and Wilden Avenue Drainage Improvements in accordance with the requirements of IC 36-1-12-4. This process included the preparation and public filing of plans and specifications, alongside the publication of a notice calling for sealed bids. On October 15, 2026, at a duly noticed public meeting of the Board, all bids received were opened and read aloud.

After further deliberation, the Engineering Department has determined that it is in the city's best interest to reject the sole bid received. This recommendation is because only one bid was submitted, no other bids were received for comparison, and the proposed amount exceeded the Engineer's Estimate for the project. This rejection is permitted under Indiana's Public Works Law.

Requested Motion: Move to reject the sole bid received for the Denver Street Curb & Sidewalk Replacement and Wilden Avenue Drainage Improvements project, and direct staff to take any further action deemed necessary, including revising project specifications or determining appropriate next steps.

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

Gina Leichty, Mayor

Barb Swartley, Member

Mary Nichols, Member

Orv Myers, Member

Michael Landis, Member



**Engineering Department
CITY OF GOSHEN**

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

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

MEMORANDUM

TO: Board of Public Works and Safety

FROM: Goshen Engineering Department

RE: **COLLEGE AVENUE PHASE I – EXTEND LANE CLOSURES FOR
NIPSCO GAS UTILITY RELOCATION
DES NO. 1900739, DES NO. 2101631, DES NO. 2501041 (JN: 2019-0022)**

DATE: October 29, 2026

NIPSCO Gas is requesting an extension to their lane closures on College Avenue from Lincolnway East / US 33 east to the Norfolk Southern railroad crossing until December 4, 2026.

NIPSCO is requesting these additional periodic lane closures to finish relocating gas services for the College Avenue, Phase I roadway reconstruction project and restore disturbed areas. Two-way traffic will be maintained with flaggers and all appropriate traffic control devices will be utilized.

Requested motion: Move to approve periodic lane closures on College Avenue from Lincolnway East / US 33 east to the railroad crossing until Friday, December 4, 2026.

**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



**STORMWATER DEPARTMENT
CITY OF GOSHEN**

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

Phone (574) 534-2201 • Fax (574) 533-8626

stormwater@goshencity.com • www.goshenindiana.org

MEMORANDUM

TO: City of Goshen Board of Public Works and Safety

FROM: Stormwater Management Department

**RE: POST-CONSTRUCTION STORMWATER MANAGEMENT PLAN APPROVAL
GOSHEN HIGH SCHOOL SOCCER FIELD (JN: 2025-2023)**

DATE: October 29, 2026

The developer of Goshen High School's soccer field improvements project, affecting one (1) or more acres of land and located at 501 Lincolnway East, has submitted a sufficient post-construction stormwater management plan that is compliant with Ordinance 5228, "Stormwater Management."

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

Full document available upon request.

Requested Motion: Accept the post-construction stormwater management plan for Goshen High School's Soccer Field as it has been found to meet the requirements of City Ordinance 5228.



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

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

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

October 29, 2026

To: Board of Public Works and Safety

From: Don Shuler, Assistant City Attorney

RE: 1705 Westplains Drive
Compliance Hearing – March 27, 2026 Rehabilitation Agreement
Tabling Request

This matter comes before the Board as the City's Unsafe Building Hearing Authority. On March 27, 2026, the Board and Cecil J. Bontreger entered into an Agreement for the phased rehabilitation of 1705 Westplains Drive. A compliance hearing on the Agreement was set for October 8, 2026, and then continued to today to allow Mr. Bontreger to pursue a sale of the property.

Mr. Bontreger has since signed a purchase agreement, dated October 15, 2026, to sell the property to Goshen Rental Properties, LLC-S. Closing is expected no later than December 1, 2026.

City requests the Board table the compliance hearing to Thursday, December 10, 2026. Tabling allows the sale to close and provides an opportunity for the buyer to meet with the Goshen Building Department on the anticipated scope of repairs and a projected timeline for completion. Both would be presented to the Board at the December 10, 2026 Hearing. If for any reason the sale does not close, the December 10, 2026 would function as the original scheduled compliance hearing.

Attached for the Board's reference is the March 27, 2026 Rehabilitation Agreement, the October 8, 2026 Order for Compliance Hearing, and a proposed Tabling Order.

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

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

Recitals:

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

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

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

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

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

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

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

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

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

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

1. Description of Property and Units.

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

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

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

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

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

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

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

2. Acknowledgement of Conditions.

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

3. Utility Service Restoration.

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

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

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

4. Phased Rehabilitation Schedule.

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

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

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

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

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

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

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

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

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

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

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

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

6. Owner's General Obligations.

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

6.7. All costs associated with rehabilitation, permits, inspections, utility restoration, pressure testing, and all other requirements of this Agreement are the sole financial responsibility of Owner.

6.8. Good Faith Rental Obligation. Upon the City's issuance of a Certificate of Occupancy for any unit at the Property, Owner shall make a good faith effort to rent that unit. For purposes of this Agreement, "good faith effort" shall be construed to require, at minimum, that Owner actively offer the unit for rent at a rental rate consistent with prevailing market rate for comparable residential units in the City of Goshen. Failure to comply with this obligation shall constitute a default under Section 7.1.14.

7. Default, Agreed Penalties, and City Remedies.

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

7.1.1. Failure to submit the NIPSCO utility restoration request and to provide the required written certification to the City Building Commissioner as required by Sections 3.2 and 3.3;

7.1.2. Failure to apply for required City permits for Gas Service and Electrical Service as required by Section 3.7;

7.1.3. Failure to complete the rehabilitation of all Phase 1 units and to obtain a CO or SCC for each such unit by June 25, 2026, or within any extended deadline duly established pursuant to Section 8;

7.1.4. Failure to complete the rehabilitation of all Phase 2 units and to obtain a CO or SCC for each such unit by September 23, 2026, or within any extended deadline duly established pursuant to Section 8;

7.1.5. Failure to complete the rehabilitation of all Phase 3 units and to obtain a CO or SCC for each such unit by December 22, 2026, or within any extended deadline duly established pursuant to Section 8;

7.1.6. Failure to complete the rehabilitation of all Phase 4 units and to obtain a CO or SCC for each such unit by March 22, 2027, or within any extended deadline duly established pursuant to Section 8;

7.1.7. Failure to provide utility restoration progress documentation within any Phase period as required by Section 3.8;

7.1.8. Use of Unit 7-101 in violation of the limitations set forth in Section 5 of this Agreement;

7.1.9. Failure to obtain required permits or to schedule required inspections;

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

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

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

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

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

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

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

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

- 7.5.1. Terminate this Agreement;

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

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

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

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

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

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

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

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

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

8. Timeline Extensions and Force Majeure.

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

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

8.2. To request an extension, Owner must:

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

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

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

8.2.4. Propose a specific revised completion date.

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

9. Completion of Obligations.

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

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

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

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

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

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

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

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

10. General Provisions.

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

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

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

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

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

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

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

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

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

APPROVED by the City of Goshen Board of Public Works and Safety, the City's Unsafe Building Hearing Authority, this April 2, 2026.

City of Goshen Board of Public Works and Safety

By: 
Presiding Officer

Printed: Mark Brinson

Agreed to by Owner this April 1, 2026.

By: 
Cecil Bontreger

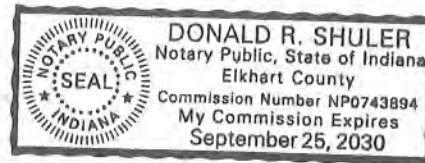
STATE OF INDIANA)
) SS:
COUNTY OF ELKHART)

Before me the undersigned, a Notary Public in and for said County and State, personally appeared the City of Goshen Board of Public Works and Safety, the City of Goshen, Indiana's Hearing Authority, by Mark Brinson, Presiding Officer, and acknowledged execution of the foregoing Agreement on April 2, 2026.

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



Notary Public



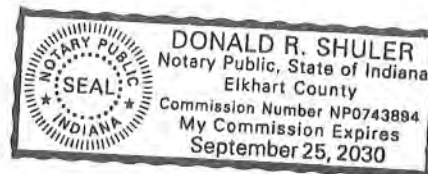
STATE OF INDIANA)
) SS:
COUNTY OF ELKHART)

Before me the undersigned, a Notary Public in and for said County and State, personally appeared Cecil Bontreger, and acknowledged execution of the foregoing Agreement on April 1, 2026.

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



Notary Public



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

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

Exhibit A – Legal Description

A part of the Northwest Quarter (NW $\frac{1}{4}$) of Section Eight (8), Township Thirty-six (36) North, Range Six (6) East, more particularly described as follows:

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

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

September 4, 2026

IN RE: Violation of Goshen City Code

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

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

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

A compliance hearing has been scheduled before the City of Goshen Board of Public Works and Safety, the City's Unsafe Building Hearing Authority, to review the Property Owner's compliance with the Agreement between the Goshen Board of Public Works and Safety and the Property, dated March 27, 2026 (the "Rehabilitation Agreement"), with respect to the first eight (8) residential units subject to phased rehabilitation deadlines under said Rehabilitation Agreement. In addition, status of utility restoration will be reviewed. Said hearing will take place on Thursday, October 8, 2026, at 4:00 p.m. (local time), or as soon thereafter as the matter may be heard. This hearing will be heard in Council Chambers at 111 East Jefferson Street, Goshen, Indiana.

Under Section 4.1 of the Rehabilitation Agreement, all rehabilitation work must bring each unit into compliance with the minimum housing standards for lawful occupancy under the Neighborhood Preservation Ordinance; that is, each unit must be brought to a condition that would pass a rental inspection permitting lawful occupancy. Section 6.8 requires the Property Owner to make a good faith effort to rent each unit upon completion.

The Rehabilitation Agreement establishes phased completion deadlines. The first eight (8) units are due as follows:

- Phase 1: Units 7-102, 7-202, 7-301, 7-302, due June 25, 2026 (Section 4.3.1)
- Phase 2: Units 5-201, 5-202, 5-301, 5-302, due September 23, 2026 (Section 4.4.1)

Compliance for each unit is evidenced by a Certificate of Occupancy, or, where utility service has not been restored, a Substantial Completion Certificate confirming that all physical, non-utility dependent rehabilitation work is complete. Under Section 6.1, the Property Owner is responsible for obtaining all required permits before commencing work and is solely responsible for contacting the Building Department to schedule all required inspections.

The purpose of the hearing is review the status of, and the Property Owner's compliance with, the Rehabilitation Agreement as to the first eight (8) units, and to determine what action, if any, is warranted. During the hearing, the Hearing Authority may:

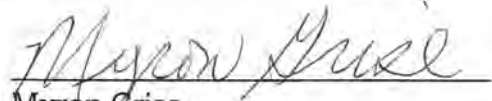
- (1) confirm compliance as to any unit for which evidence is presented that the required rehabilitation has been completed and a Certificate of Occupancy or Substantial Completion Certificate has been issued;
- (2) confirm noncompliance as to any unit;
- (3) establish or confirm a schedule for completion, require periodic progress reporting, or continue the matter for further review;
- (4) schedule a future hearing to determine if any of the agreed penalties provided in Section 7.3.1 of the Rehabilitation Agreement should be imposed for any unit not brought into compliance by the applicable deadline;
- (5) authorize the City to pursue any remedy available under Section 7.5 of the Rehabilitation Agreement, including termination of the Agreement and the filing of a complaint for receivership of the Property under the Indiana Unsafe Building Law;
- (6) proceed under the Indiana Unsafe Building Law with any available remedy;
- (7) take other actions permitted by law to resolve the unsafe conditions on the Property.

You are required to attend this hearing or send an authorized representative on your behalf. You may present evidence, such as photographs, invoices, or reports, to the Hearing

Authority. You have the right to question or cross-examine any witnesses who testify at the hearing.

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

This Order for Compliance Hearing is issued on September 4, 2026.


Myron Grise
Building Commissioner

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

October 29, 2026

IN RE: Violation of Goshen City Code

Property Address: 1705 Westplains Drive

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

Property Owner: Cecil J. Bontreger

Substantial Property Interest: Goshen Rental Properties, LLC-S

Property Legal Description:

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

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

The City of Goshen Building Commissioner's Order for Compliance Hearing dated September 4, 2026, concerning the Property Owner's Compliance with the Agreement between the Goshen Board of Public Works and Safety and the Property Owner, dated March 27, 2026 (the "Rehabilitation Agreement"), for the above-described Property, came before the Hearing Authority on October 29, 2026.

The City Building Commissioner requests the compliance hearing be tabled. The Property Owner has signed a purchase agreement, dated October 15, 2026, to sell the Property to Goshen Rental Properties, LLC-S. Tabling will allow the sale to close and the buyer to meet with the Goshen Building Department to discuss appropriate next steps for the Property.

The Hearing Authority now ORDERS:

1. The compliance hearing on the Rehabilitation Agreement is tabled to Thursday, December 10, 2026, at 4:00 p.m. (local time), or as soon thereafter as the matter may be heard, in the Council Chambers, 111 East Jefferson Street, Goshen, Indiana.
2. The Rehabilitation Agreement remains in full force and effect. This Order waives no default, penalty, or remedy under the Rehabilitation Agreement.

SO ORDERED on October 29, 2026, and issued this October 29, 2026.

City of Goshen Board of Public Works and Safety

By: _____
Gina M. Leichty, Mayor

STATE OF INDIANA)
) SS:
COUNTY OF ELKHART)

Before me the undersigned, a Notary Public in and for said County and State, personally appeared the City of Goshen Board of Public Works and Safety by Gina M. Leichty, Mayor, and acknowledged execution of the foregoing Order on October 29, 2026.

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

Notary Public

Certificate of Service

I certify that on October 30, 2026, I served a copy of this Order via email and by first-class mail, postage prepaid, upon the following:

Cecil J. Bontreger
61818 County Road 33
Goshen, Indiana 46528
cbontreger@hotmail.com

Goshen Rental Properties, LLC-S
c/o Matt Vukovich
4000 E. Bristol Street, Suite 3, Box 113
Elkhart, Indiana 46514
matt@mattbuysindianahouses.com

Donald R. Shuler



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

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

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

October 29, 2026

To: Board of Public Works and Safety

From: Don Shuler, Assistant City Attorney

RE: 1006 Zollinger Road
Compliance Hearing
Tabling Request

This matter comes before the Board as the City's Unsafe Building Hearing Authority. On June 12, 2026, the Building Commissioner issued an Order finding the residential structure at 1006 Zollinger Road unsafe and requiring repair. On July 9, 2026, the Board affirmed the Order with a modified compliance scheduled. On September 3, 2026, the Board tabled review to today to permit the property to continue efforts to sell the property.

Attached to this memorandum is the Board's September 3, 2026 Order, the Building Department's staff report summarizing the current status of repairs, a written rehabilitation plan from the new owner of the property, and a proposed Tabling Order. The Tabling Order would require substantial progress on repairs over the next 90 days and set the matter for further review on February 4, 2027.

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

September 3, 2026

IN RE: Violation of Goshen City Code

Property Address: 1006 Zollinger Road

Property Tax Code: 20-11-03-401-003.000-015

Property Owner: J Bowers, LLC

The Order of the City of Goshen Building Commissioner dated June 12, 2026, and the Hearing Authority Record of Action and Continuous Enforcement Order dated July 9, 2026 (hereinafter, collectively, the "Order"), concerning the real property commonly known as 1006 Zollinger Road, Goshen, Indiana, and more particularly described as follows:

A part of the Southeast Quarter of Section 3, Township 36 North, Range 6 East, more particularly described as follows:

Beginning at the point on the West line of said Southeast Quarter which is 673.85 feet South (assumed) of the Northwest corner thereof; thence North 89° 30' East, 200 feet; thence due North, 128.70 feet; thence South 89° 30' West, 200 feet to the West line of the aforesaid quarter section and Zollinger Road; thence due South along the West line of said quarter section and Zollinger Road, 128.70 feet to the place of beginning.

(hereinafter the "Real Estate"), came before the Hearing Authority on September 3, 2026, for a hearing and a decision as to whether the Order should be affirmed, rescinded, or modified, all in accordance with the provisions of the Indiana Unsafe Building Law and the City of Goshen Neighborhood Preservation Ordinance.

The Hearing Authority received testimony and evidence from the City of Goshen Building Department.

☒ Owner and/or an Owner's representative was present during the hearing, and presented evidence, testimony, and argument concerning the condition of the residential structure on the Real Estate, the overall condition of the premises at the Real Estate, and its compliance status in regards to the Hearing Authority's July 9, 2026 Continuous Enforcement Order.

☐ Owner and/or an Owner's representative did not appear for the hearing.

Based on the testimony, evidence, and information from the hearing, the Hearing Authority makes the following findings:

1. The Unsafe Building at the Real Estate is still unsafe and has not been brought into compliance with Goshen City Code.
2. Owner cleaned up the exterior of the Real Estate by August 9, 2026.
3. The interior of the residential structure on the Real Estate is in substantially the same condition.
4. Owner has listed the Real Estate for sale and has actively pursued the sale of the Real Estate.

Considering these findings, the Hearing Authority now ORDERS:

1. This matter, specifically whether the Order should be affirmed, rescinded, or further modified, is set for further review on October 29, 2026 at 4:00 p.m. (local time), or as soon thereafter as this matter may be heard, in the Council Chambers at 111 East Jefferson Street, Goshen, Indiana.
2. Owner must continue to maintain the exterior of the Real Estate in compliance with Goshen City Code and Ordinances.

3. The Property Owner must continue efforts to sell the Real Estate or make substantial progress on necessary internal repairs to the residential structure on the Real Estate, and must provide bi-weekly updates to the Goshen Building Department.

SO ORDERED on September 3, 2026, and signed this September 3, 2026.

City of Goshen Board of Public Works and Safety

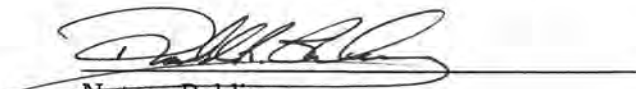
By:

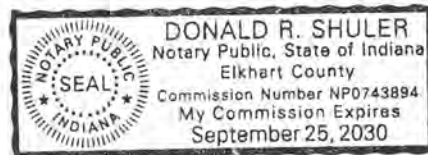

Gina M. Leichty, Mayor

STATE OF INDIANA)
) SS:
COUNTY OF ELKHART)

Before me the undersigned, a Notary Public in and for said County and State, personally appeared the City of Goshen Board of Public Works and Safety by Gina M. Leichty, Mayor, and acknowledged execution of the foregoing Order on September 3, 2026.

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


Notary Public



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

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



**Building Department
CITY OF GOSHEN**

204 East Jefferson Street, Suite 5 • Goshen, Indiana 46528-3405

Phone (574) 534-1811 • Fax (574) 533-8626 • TDD (574) 534-3185
building@goshencity.com • goshen.in.gov

STAFF REPORT TO THE BOARD OF PUBLIC WORKS AND SAFETY

Unsafe Building Enforcement — Compliance Review

October 29, 2026

Re: 1006 & 1008 Zollinger Road, Goshen, Indiana

Parcel No.: 20-11-03-401-003.000-015

Owner: George Acuahuatl (successor to J Bowers, LLC)

Status:

On September 3, 2026, the Board tabled this matter to October 29, 2026, pending sale of the Real Estate. J Bowers, LLC has since sold the Real Estate to George Acuahuatl. The new owner has submitted a written rehabilitation plan that prioritizes restoring utilities, obtaining a written inspection scope, and completing mechanical and safety work prior to cosmetic work. The new owner's written plan is attached to this report. The owner has already obtained a gas service permit, and the gas service has passed inspection. Interior cleanout has begun. Restored gas service should allow the structure to be heated to permit interior repairs to continue through winter. The matter is progressing.

Recommendation:

Staff recommends that the Board table this matter for further review until February 4, 2027, and enter a Tabling Order requiring the owner to:

- (a) make substantial progress on repairs to the residential structure on the Real Estate;
and
- (b) maintain communication with the Building Commissioner regarding progress.

In all other respects, the Order remains in full force and effect.

Recommended Motion:

Move to adopt the Staff recommendations, table the matter concerning 1006 & 1008 Zollinger Road for further review until February 4, 2027, and to adopt the proposed Tabling Order.

Property Rehabilitation Game Plan

1006 Zollinger Rd, Goshen, Indiana 46528

Homeowner: George Acuahuitl

Prepared September 2026

This written game plan outlines the planned approach for evaluating and rehabilitating the property. The goal is to address utilities, safety, mechanical systems, required permits, and code-related items in an organized manner while maintaining communication with the City throughout the project.

1. Restore and Verify Utilities

Begin by working toward having the necessary utilities available so the property and its systems can be properly evaluated. Water, gas, and electrical service will be addressed as appropriate.

2. Plumbing and Gas System

On September 22, 2026, a plumber was brought to the property to open valves and check the system, including checking for gas leaks. A leak was identified. The plumber is expected to return later in the week to make the necessary repair so the gas system can be made ready for service.

3. Inspection and Written Scope

After the immediate utility and gas issues are addressed, the appropriate inspector(s) will be contacted to evaluate the property. The purpose is to obtain a clear list of repairs, safety items, and code-related work that needs to be completed.

4. Mechanical and Safety Work First

Priority will be given to plumbing, electrical, heating/HVAC, gas, structural or other safety-related items identified during inspection. Major mechanical and code items will be addressed before substantial cosmetic renovation is completed.

5. Licensed Contractors and Permits

Qualified and properly licensed contractors will be used where required. Appropriate permits will be obtained for work that requires them, and work will be completed in accordance with applicable City requirements.

6. Keep the City Updated

The homeowner intends to maintain communication with the City regarding progress, inspections, permits, and significant work being completed at the property.

7. Reinspection

Once the identified mechanical, safety, and code-related items are completed, the City or appropriate inspection authority will be contacted for reinspection and confirmation of any remaining requirements.

8. Cosmetic and Exterior Rehabilitation

After the major systems and required code work are addressed, the project can move into cosmetic and exterior improvements. Planned improvements may include contractor-grade finishes, siding, windows, flooring, paint, and other general rehabilitation work as appropriate.

Project Order	Primary Goal
Utilities	Make systems available for proper evaluation.
Inspection	Establish a clear repair and code-compliance scope.
Mechanical / Safety	Correct priority plumbing, gas, electrical, HVAC, structural, and safety items.
Permits / City	Complete required permitting, communication, and inspections.
Cosmetic Work	Finish exterior and interior rehabilitation after priority work is addressed.

Homeowner: George Acuahuitl

Property: 1006 Zollinger Rd, Goshen, Indiana 46528

This document is intended as a good-faith rehabilitation plan and project outline. Specific work may be adjusted based on inspection findings, permit requirements, contractor recommendations, and City direction.

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

October 29, 2026

IN RE: Violation of Goshen City Code

Property Address: 1006 Zollinger Road
Property Tax Code: 20-11-03-401-003.000-015
Property Owner: George Moyotl Acuahuilt
Former Owner: J Bowers, LLC

The Order of the City of Goshen Building Commissioner dated June 12, 2026, the Hearing Authority Record of Action and Continuous Enforcement Order dated July 9, 2026, and the Hearing Authority Tabling Order dated September 3, 2026 (hereinafter, collectively, the “Order”), concerning the real property commonly known as 1006 Zollinger Road, Goshen, Indiana, and more particularly described as follows:

A part of the Southeast Quarter of Section 3, Township 36 North, Range 6 East, more particularly described as follows:

Beginning at the point on the West line of said Southeast Quarter which is 673.85 feet South (assumed) of the Northwest corner thereof; thence North 89°30' East, 200 feet; thence due North, 128.70 feet; thence South 89°30' West, 200 feet to the West line of the aforesaid quarter section and Zollinger Road; thence due South along the West line of said quarter section and Zollinger Road, 128.70 feet to the place of beginning.

(hereinafter the “Real Estate”), came before the Hearing Authority on October 29, 2026, for a hearing and a decision as to whether the Order should be affirmed, rescinded, or modified, all in accordance with the provisions of the Indiana Unsafe Building Law and the City of Goshen Neighborhood Preservation Ordinance.

The Hearing Authority received testimony and evidence from the City of Goshen Building Department.

- ☐ Owner and/or an Owner's representative was present during the hearing, and presented evidence, testimony, and argument concerning the condition of the residential structure on the Real Estate, the overall condition of the premises at the Real Estate, and its compliance status in regards to the Hearing Authority's July 9, 2026 Continuous Enforcement Order.
- ☐ Owner and/or an Owner's representative did not appear for the hearing.

Based on the testimony, evidence, and information from the hearing, the Hearing Authority makes the following findings:

1. The Unsafe Building at the Real Estate is still unsafe and has not been brought into compliance with Goshen City Code.
2. Following the Hearing Authority's September 3, 2026 hearing, J Bowers, LLC sold the Real Estate to George Acuahuitl ("Owner"), who holds the Real Estate subject to the Order pursuant to I.C. § 36-7-9-27.
3. Owner has submitted a written rehabilitation plan for the residential structure on the Real Estate.
4. Owner has obtained a gas service permit for the Real Estate, and the gas service has passed inspection.
5. Owner has begin clearing out the interior of the residential structure on the Real Estate.

Considering these findings, the Hearing Authority now ORDERS:

1. This matter, specifically whether the Order should be affirmed, rescinded, or further modified, is set for further review on **February 4, 2027 at 4:00 p.m. (local time)**, or as soon thereafter as this matter may be heard, in the Council Chambers at 111 East Jefferson Street, Goshen, Indiana.
2. Owner must make substantial progress on repairs to the residential structure on the Real Estate.
3. Owner must maintain communication with the Building Commissioner regarding progress on repairs to the residential structure on the Real Estate.
4. Except as modified by this Tabling Order, the Order remains in full force and effect.

5. The Property Owner must continue efforts to sell the Real Estate or make substantial progress on necessary internal repairs to the residential structure on the Real Estate, and must provide bi-weekly updates to the Goshen Building Department.

SO ORDERED on October 29, 2026, and signed this October 29, 2026.

City of Goshen Board of Public Works and Safety

By: _____
Gina M. Leichty, Mayor

STATE OF INDIANA)
) SS:
COUNTY OF ELKHART)

Before me the undersigned, a Notary Public in and for said County and State, personally appeared the City of Goshen Board of Public Works and Safety by Gina M. Leichty, Mayor, and acknowledged execution of the foregoing Order on September 3, 2026.

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

Notary Public

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

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



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

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

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

October 29, 2026

To: Board of Public Works and Safety

From: Don Shuler, Assistant City Attorney

RE: 316 North Second Street
Review Hearing – September 24, 2026 Building Commissioner's Order
Tabling Request

This matter comes before the Board as the City's Unsafe Building Hearing Authority. On September 24, 2026, the Building Commission issued an Order requiring demolition of the vacant residential structure at 316 North Second Street. The Order set a hearing before the Board for today.

The Property's owner, Cecil Bontreger, has entered into a purchase agreement, dated October 15, 2026, to sell this property, with others, to Artisan Investment Group. Closing is set on or before May 1, 2027. The purchase agreement gives Artisan immediate access to the property to assess repairs and work with the Goshen Building Department.

City requests the Board table the review hearing to Thursday, December 10, 2026. Tabling gives Artisan time to meet with the Building Department on an anticipated scope of repairs for the vacant structure and a projected timeline for completion. Both would be presented to the Board at the December 10, 2026 Hearing.

Attached for the Board's reference is the September 24, 2026 Building Commissioner's Order and a proposed Tabling Order.

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

September 24, 2026

IN RE: Violation of Goshen City Code

Property Address: 316 North Second Street
Property Tax Code: 20-11-09-258-005.000-015
Property Owner: Cecil J. Bontreger
Substantial Property Interest of Record: None

Section 1.

You are hereby notified that you are in violation of the City of Goshen Building Code and Neighborhood Preservation Ordinance, codified at Goshen City Code §§ 6.1.1 and 6.3.1. The violations exist at property owned by you, as evidenced by the tax records of the Elkhart County Auditor, property tax code number 20-11-09-258-005.000-015; commonly known as 316 North Second Street, Goshen, Indiana, said real estate more particularly described as follows:

Thirty (30) feet in width and the full length, off the North side of Lot Number Two Hundred Twenty-four (224) in the Original Plat of the town, now City, of Goshen, Indiana; said Plat being recorded in Deed Record 1, page 16, in the Office of the Recorder of Elkhart County, Indiana.

Section 2.

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

1. Failure to maintain every foundation, floor, wall, and ceiling in good repair, as required by Code § 6.3.1.1(b).

- a. The foundation walls in the basement are beginning to fail and collapse, causing washout to accumulate.
 - b. Areas of the exterior foundation have significant cracks.
 - c. Ceilings are damaged and sagging.
 - d. Floors have holes and are torn in places.
 - e. Walls have holes.
2. Failure to maintain all facilities, equipment, and utilities in safe working condition, as required by Code § 6.3.1.1(a).
 - a. There is no working plumbing system.
 - b. There is no working electrical system and there is exposed electrical wiring.
 - c. There is no working furnace or heating and ventilation system; the duct work is not properly installed.
 - d. There is no working water heater.
3. Failure to maintain all windows and doors in a condition that is reasonably weather tight, rodent proof, in sound working condition, and in good repair, as required by Code § 6.3.1.1(d).
 - a. There are multiple cracked and broken windows throughout the structure.
 - b. Windows and exterior doors are not weather tight and rodent proof.
4. Failure to maintain all painted surfaces as properly coated and weather tight, and keep window frames and door frames in good condition, as required by Code § 6.3.1.1(g).
 - a. Areas around the house have chipping and peeling paint that need to be scraped and repainted.
 - b. The structure has damaged and rotted door frames and window frames.

Due to the foundation walls in the basement collapsing as evidenced by the accumulated washout, the significant cracks in the exterior foundation, and the sagging ceilings, the vacant residential structure on the real estate is in impaired structural condition that makes it unsafe to person or property and is therefore unsafe within the meaning of I.C. § 36-7-9-4(a)(1).

The numerous code violations demonstrate that the vacant 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).

The structure has had no measured water usage since August 2021 and is vacant. It is not maintained in a manner that would allow human habitation, occupancy, or use under the requirements of Goshen City Code, and is therefore unsafe within the meaning of I.C. § 36-7-9-4(a)(6).

Based on the foregoing findings, the general condition of the structure warrants its removal, and demolition and removal are therefore authorized under I.C. § 36-7-9-5(a)(7)(A).

Section 3.

You are hereby **ORDERED** to demolish and remove the unsafe building (the vacant residential structure on the real estate) identified in Section 2 of this Order at the property identified in Section 1 of this Order and remove all demolition remains, trash, and debris on the unsafe premises and return the site to natural grade, all of said work to be completed within **sixty (60) days** from notice of this Order.

Section 4.

You are hereby notified that failure to comply with this Order may result in the City of Goshen taking action to complete the required demolition and bill you for the costs of such work, including, the actual costs of the work performed and an amount equal to the average processing expense the City will incur in pursuing this matter. Such amounts can become a lien upon the real estate and can ultimately be enforced in the same manner as any other judgment.

Section 5.

You are further notified that a hearing will be held before the Goshen Board of Public Works and Safety on **Thursday, October 29, 2026 at 4:00 p.m. (local time)**, or soon thereafter, for the purpose of reviewing the Order of the City of Goshen Building Commissioner. This hearing will be held in the Council Chambers at 111 East Jefferson Street, Goshen, Indiana.

You have the right to appear at this hearing with or without counsel, to present evidence, cross-examine opposing witnesses, and present arguments. Should you fail to appear at the time set for the hearing, the hearing will be conducted in your absence.

The Goshen Board of Public Works and Safety will have the right to affirm, rescind, or modify this Order. The Goshen Board of Public Works and Safety may authorize the Building Commissioner to proceed with remedial action under Indiana Code § 36-7-9-10 or -11, or to proceed with civil action under Indiana Code § 36-7-9-17; may issue a civil penalty in an amount not to exceed Five Thousand Dollars (\$5,000.00) under Indiana Code § 36-7-9-7(e) if it finds there has been a willful failure to comply with the Building Commissioner's Order; or take any other action permitted by law to resolve the unsafe conditions at the Real Estate.

Section 6.

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

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

Section 7.

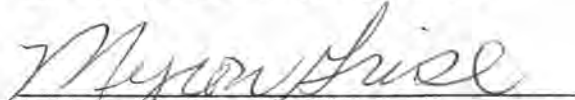
You are hereby notified that failure to comply with Section 6 of this Order may result in a judgment of liability against you in accordance with Indiana Code § 36-7-9-27.

Section 8.

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

This Order of the City of Goshen Building Commissioner is issued on September 24, 2026.

City of Goshen Building Department


Myron Grise, Building Commissioner

STATE OF INDIANA)
) SS:
COUNTY OF ELKHART)

Before me, the undersigned, a Notary Public in and for said county and State, this September 24, 2026, personally appeared Myron Grise, Building Commissioner for the City of Goshen, Indiana, who acknowledged execution of the foregoing Order for and on behalf of the City of Goshen, Indiana Building Department, as his voluntary act for the purposes stated therein, and who, having been duly sworn, stated that the representations contained therein are true.



Notary Public

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

This document prepared by Donald R. Shuler, Assistant City Attorney, City of Goshen Legal Department, 204 E. Jefferson Street, Suite 2, Goshen, IN 46528; Ph: 574.537.3855.

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

October 29, 2026

IN RE: Violation of Goshen City Code

Property Address: 316 North Second Street

Property Tax Code: 20-11-09-258-005.000-015

Property Owner: Cecil J. Bontreger

Substantial Property Interest: Artisan Investment Group, LLC

Property Legal Description:

Thirty (30) feet in width and the full length, off the North side of Lot Number Two Hundred Twenty-four (224) in the Original Plat of the town, now City, of Goshen, Indiana; said Plat being recorded in Deed Record 1, page 16, in the Office of the Recorder of Elkhart County, Indiana.

The City of Goshen Building Commissioner's Order dated September 24, 2026, concerning the above-described Property, came before the Hearing Authority on October 29, 2026.

The City Building Commissioner requests the compliance hearing be tabled. The Property Owner has signed a purchase agreement, dated October 15, 2026, to sell the Property to Artisan Investment Group, LLC. Tabling will permit the buyer to meet with the Goshen Building Department to discuss appropriate next steps for the Property.

The Hearing Authority now ORDERS:

1. The hearing on the Order is tabled to Thursday, December 10, 2026, at 4:00 p.m. (local time), or as soon thereafter as the matter may be heard, in the Council Chambers, 111 East Jefferson Street, Goshen, Indiana.
2. The Order remains in full force and effect. This action does not modify the Order or waive any remedy.

SO ORDERED on October 29, 2026, and issued this October 29, 2026.

City of Goshen Board of Public Works and Safety

By: _____
Gina M. Leichty, Mayor

STATE OF INDIANA)
) SS:
COUNTY OF ELKHART)

Before me the undersigned, a Notary Public in and for said County and State, personally appeared the City of Goshen Board of Public Works and Safety by Gina M. Leichty, Mayor, and acknowledged execution of the foregoing Order on October 29, 2026.

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

Notary Public

Certificate of Service

I certify that on October 30, 2026, I served a copy of this Order via email and by first-class mail, postage prepaid, upon the following:

Cecil J. Bontreger
61818 County Road 33
Goshen, Indiana 46528
cbontreger@hotmail.com

Artisan Investment Group, LLC
c/o Marlin Schwartz
420 N. Main Street, Suite 1
Middlebury, Indiana 46540
abgmarlin@gmail.com

Donald R. Shuler



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

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

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

October 29, 2026

To: Board of Public Works and Safety

From: Don Shuler, Assistant City Attorney

RE: 415 North Second Street
Review Hearing – September 24, 2026 Building Commissioner's Order
Tabling Request

This matter comes before the Board as the City's Unsafe Building Hearing Authority. On September 24, 2026, the Building Commission issued an Order requiring demolition of the vacant residential structure at 415 North Second Street. The Order set a hearing before the Board for today.

The Property's owner, Cecil Bontreger, has entered into a purchase agreement, dated October 15, 2026, to sell this property, with others, to Artisan Investment Group. Closing is set on or before May 1, 2027. The purchase agreement gives Artisan immediate access to the property to assess repairs and work with the Goshen Building Department.

City requests the Board table the review hearing to Thursday, December 10, 2026. Tabling gives Artisan time to meet with the Building Department on an anticipated scope of repairs for the vacant structure and a projected timeline for completion. Both would be presented to the Board at the December 10, 2026 Hearing.

Attached for the Board's reference is the September 24, 2026 Building Commissioner's Order and a proposed Tabling Order.

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

September 24, 2026

IN RE: Violation of Goshen City Code

Property Address: 415 North Second Street
Property Tax Code: 20-11-09-251-005.000-015
Property Owner: Cecil J. Bontreger
Substantial Property Interest of Record: None

Section 1.

You are hereby notified that you are in violation of the City of Goshen Building Code and Neighborhood Preservation Ordinance, codified at Goshen City Code §§ 6.1.1 and 6.3.1. The violations exist at property owned by you, as evidenced by the tax records of the Elkhart County Auditor, property tax code number 20-11-09-251-005.000-015; commonly known as 415 North Second Street, Goshen, Indiana, said real estate more particularly described as follows:

The North Half (N 1/2) of Lot number Two Hundred Thirty (230) in the Original Plat of the Town, now City, of Goshen, Indiana; SAID PLAT BEING RECORDED IN DEED RECORD 1, PAGE 16, IN THE OFFICE OF THE RECORDER OF ELKHART COUNTY, INDIANA.

Section 2.

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

- A. Failure to maintain every foundation, floor, wall, and ceiling in good repair, as required by Code § 6.3.1.1(b).

1. Multiple areas around the foundation and in the basement have significant cracks; the foundation is beginning to collapse, and washout has accumulated in the basement.
 2. Ceilings have holes and have partially collapsed in places.
 3. There are holes in walls.
 4. The bathroom floor is soft, indicative of structural unsoundness; and there is torn flooring in places.
 5. There is missing or damaged soffit and fascia.
 6. The roof shows evidence of a leak and is in disrepair.
- B. Failure to maintain all facilities, equipment, and utilities in safe working condition, as required by Code § 6.3.1.1(a).
1. There is no working plumbing system.
 2. There is no working electrical system.
 3. There is no working furnace or heating and ventilation system; the duct work is deteriorated and needs repair and/or replacement.
 4. There is no working water heater.
- C. Failure to maintain all windows and doors in a condition that is reasonably weather tight, rodent proof, in sound working condition, and in good repair, as required by Code § 6.3.1.1(d).
1. There are multiple cracked and broken windows throughout the structure.
 2. Windows and exterior doors are not weather tight and rodent proof.

Due to significant cracks in the foundation, the foundation beginning to collapse as evidenced by the washout accumulated in the basement, the partially collapsed ceilings, and the soft and torn flooring, the vacant residential structure on the real estate is in impaired structural condition that makes it unsafe to person or property and is therefore unsafe within the meaning of I.C. § 36-7-9-4(a)(1).

The numerous code violations demonstrate that the vacant 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).

The structure has had no measured water usage since February 2023 and is vacant. It is not maintained in a manner that would allow human habitation, occupancy, or use under the requirements of Goshen City Code, and is therefore unsafe within the meaning of I.C. § 36-7-9-4(a)(6).

Based on the foregoing findings, the general condition of the structure warrants its removal, and demolition and removal are therefore authorized under I.C. § 36-7-9-5(a)(7)(A).

Section 3.

You are hereby **ORDERED** to demolish and remove the unsafe building (the vacant residential structure on the real estate) identified in Section 2 of this Order at the property identified in Section 1 of this Order and remove all demolition remains, trash, and debris on the unsafe premises and return the site to natural grade, all of said work to be completed within **sixty (60) days** from notice of this Order.

Section 4.

You are hereby notified that failure to comply with this Order may result in the City of Goshen taking action to complete the required demolition and bill you for the costs of such work, including, the actual costs of the work performed and an amount equal to the average processing expense the City will incur in pursuing this matter. Such amounts can become a lien upon the real estate and can ultimately be enforced in the same manner as any other judgment.

Section 5.

You are further notified that a hearing will be held before the Goshen Board of Public Works and Safety on **Thursday, October 29, 2026 at 4:00 p.m. (local time)**, or soon thereafter, for the purpose of reviewing the Order of the City of Goshen Building Commissioner. This hearing will be held in the Council Chambers at 111 East Jefferson Street, Goshen, Indiana.

You have the right to appear at this hearing with or without counsel, to present evidence, cross-examine opposing witnesses, and present arguments. Should you fail to appear at the time set for the hearing, the hearing will be conducted in your absence.

The Goshen Board of Public Works and Safety will have the right to affirm, rescind, or modify this Order. The Goshen Board of Public Works and Safety may authorize the Building Commissioner to proceed with remedial action under Indiana Code § 36-7-9-10 or -11, or to proceed with civil action under Indiana Code § 36-7-9-17; may issue a civil penalty in an amount not to exceed Five Thousand Dollars (\$5,000.00) under Indiana Code § 36-7-9-7(e) if it finds there has been a willful failure to comply with the Building Commissioner's Order; or take any other action permitted by law to resolve the unsafe conditions at the Real Estate.

Section 6.

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

1. You must supply full information regarding this Order to the person or persons taking or agreeing to take any interest in the parcel described in Section 1 of this Order.

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

Section 7.

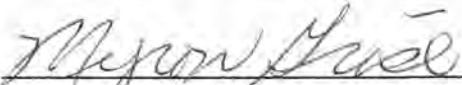
You are hereby notified that failure to comply with Section 6 of this Order may result in a judgment of liability against you in accordance with Indiana Code § 36-7-9-27.

Section 8.

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

This Order of the City of Goshen Building Commissioner is issued on September 24, 2026.

City of Goshen Building Department



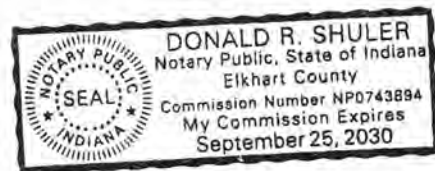
Myron Grise, Building Commissioner

STATE OF INDIANA)
) SS:
COUNTY OF ELKHART)

Before me, the undersigned, a Notary Public in and for said county and State, this September 24, 2026, personally appeared Myron Grise, Building Commissioner for the City of Goshen, Indiana, who acknowledged execution of the foregoing Order for and on behalf of the City of Goshen, Indiana Building Department, as his voluntary act for the purposes stated therein, and who, having been duly sworn, stated that the representations contained therein are true.



Notary Public



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

This document prepared by Donald R. Shuler, Assistant City Attorney, City of Goshen Legal Department, 204 E. Jefferson Street, Suite 2, Goshen, IN 46528; Ph: 574.537.3855.

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

October 29, 2026

IN RE: Violation of Goshen City Code

Property Address: 415 North Second Street

Property Tax Code: 20-11-09-251-005.000-015

Property Owner: Cecil J. Bontreger

Substantial Property Interest: Artisan Investment Group, LLC

Property Legal Description:

The North Half (N 1/2) of Lot number Two Hundred Thirty (230) in the Original Plat of the Town, now City, of Goshen, Indiana; SAID PLAT BEING RECORDED IN DEED RECORD 1, PAGE 16, IN THE OFFICE OF THE RECORDER OF ELKHART COUNTY, INDIANA.

The City of Goshen Building Commissioner's Order dated September 24, 2026, concerning the above-described Property, came before the Hearing Authority on October 29, 2026.

The City Building Commissioner requests the compliance hearing be tabled. The Property Owner has signed a purchase agreement, dated October 15, 2026, to sell the Property to Artisan Investment Group, LLC. Tabling will permit the buyer to meet with the Goshen Building Department to discuss appropriate next steps for the Property.

The Hearing Authority now ORDERS:

1. The hearing on the Order is tabled to Thursday, December 10, 2026, at 4:00 p.m. (local time), or as soon thereafter as the matter may be heard, in the Council Chambers, 111 East Jefferson Street, Goshen, Indiana.
2. The Order remains in full force and effect. This action does not modify the Order or waive any remedy.

SO ORDERED on October 29, 2026, and issued this October 29, 2026.

City of Goshen Board of Public Works and Safety

By: _____
Gina M. Leichty, Mayor

STATE OF INDIANA)
) SS:
COUNTY OF ELKHART)

Before me the undersigned, a Notary Public in and for said County and State, personally appeared the City of Goshen Board of Public Works and Safety by Gina M. Leichty, Mayor, and acknowledged execution of the foregoing Order on October 29, 2026.

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

Notary Public

Certificate of Service

I certify that on October 30, 2026, I served a copy of this Order via email and by first-class mail, postage prepaid, upon the following:

Cecil J. Bontreger
61818 County Road 33
Goshen, Indiana 46528
cbontreger@hotmail.com

Artisan Investment Group, LLC
c/o Marlin Schwartz
420 N. Main Street, Suite 1
Middlebury, Indiana 46540
abgmarlin@gmail.com

Donald R. Shuler



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

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

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

October 29, 2026

To: Board of Public Works and Safety

From: Don Shuler, Assistant City Attorney

RE: 507 North Seventh Street
Review Hearing – September 24, 2026 Building Commissioner's Order
Tabling Request

This matter comes before the Board as the City's Unsafe Building Hearing Authority. On September 24, 2026, the Building Commission issued an Order requiring repair of the vacant residential structure at 508 North Seventh Street. The Order set a hearing before the Board for November 12, 2026.

The Property's owner, Cecil Bontreger, has entered into a purchase agreement, dated October 15, 2026, to sell this property, with others, to Artisan Investment Group. Closing is set on or before May 1, 2027. The purchase agreement gives Artisan immediate access to the property to assess repairs and work with the Goshen Building Department.

City requests the Board table the review hearing to Thursday, December 10, 2026. Tabling gives Artisan time to meet with the Building Department on an anticipated scope of repairs for the vacant structure and a projected timeline for completion. Both would be presented to the Board at the December 10, 2026 Hearing.

Attached for the Board's reference is the September 24, 2026 Building Commissioner's Order and a proposed Tabling Order.

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

September 24, 2026

IN RE: Violation of Goshen City Code

Property Address: 508 North Seventh Street
Property Tax Code: 20-11-09-236-006.000-015
Property Owner: Cecil J. Bontreger
Substantial Property Interest of Record: None

Section 1.

You are hereby notified that you are in violation of the City of Goshen Building Code and Neighborhood Preservation Ordinance, codified at Goshen City Code §§ 6.1.1 and 6.3.1. The violations exist at property owned by you, as evidenced by the tax records of the Elkhart County Auditor, property tax code number 20-11-09-236-006.000-015; commonly known as 508 North Seventh Street, Goshen, Indiana, said real estate more particularly described as follows:

Forty-one and one-half (41 ½) feet off of the North end of Lots Numbered Ninety-two (92) and Ninety-three (93) in Chamberlains Second Addition to the City of Goshen, Indiana.

Section 2.

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

- A. Failure to maintain every foundation, floor, wall, and ceiling in good repair, as required by Code § 6.3.1.1(b).

1. Multiple areas around the foundation and in the basement have significant cracks; the foundation is beginning to collapse, and washout has accumulated in the basement.
 2. There is torn flooring.
 3. Wall paneling is damaged.
- B. Failure to maintain all facilities, equipment, and utilities in safe working condition, as required by Code § 6.3.1.1(a).
1. There is no working plumbing system.
 2. There is no working furnace or heating and ventilation system; the duct work is deteriorated and needs repair and/or replacement.
 3. There is no working water heater.
- C. Failure to maintain roof, gutters, and down spouts in good repair.
1. There are damaged and disconnected gutters.
 2. There is evidence of potential roof damage in need of repair.

Due to significant cracks in the foundation, the foundation beginning to collapse as evidenced by the washout accumulated in the basement, the torn flooring, and the damaged wall paneling, the vacant residential structure on the real estate is in impaired structural condition that makes it unsafe to person or property and is therefore unsafe within the meaning of I.C. § 36-7-9-4(a)(1).

The numerous code violations demonstrate that the vacant 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).

The structure has had no measured water usage since March 2024 and is vacant. It is not maintained in a manner that would allow human habitation, occupancy, or use under the requirements of Goshen City Code, and is therefore unsafe within the meaning of I.C. § 36-7-9-4(a)(6).

Section 3.

You are hereby **ORDERED** to complete the necessary actions and repairs to the unsafe building identified in Section 2 of this Order at the property identified in Section 1 of this Order, to bring the property and the unsafe building into compliance with the minimum housing standards that permit human habitation, occupancy, or use under the Goshen City Building Code and Neighborhood Preservation Ordinance. Said actions and repairs, among other considerations, must include attaining all proper permits, inspections, and address all listed violations, building conditions, and property conditions contained in Section 2 of this Order.

You are hereby **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. Steps constituting a substantial beginning include, but is not limited to, obtaining the necessary permits for the repairs ordered.

Section 4.

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

Section 5.

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

Section 6.

You are further notified that a hearing will be held before the Goshen Board of Public Works and Safety on **Thursday, November 12, 2026 at 4:00 p.m. (local time)**, or soon thereafter. If you request a hearing pursuant to Section 5 of this Order, this scheduled hearing will be to review the Order of the City of Goshen Building Commissioner. If no hearing is requested pursuant to Section 5 of this Order, the purpose of this hearing will be to determine your compliance with the Order of the City of Goshen Building Commissioner. This hearing will be held in the Council Chambers at 111 East Jefferson Street, Goshen, Indiana.

You have the right to appear at this hearing with or without counsel, to present evidence, cross-examine opposing witnesses, and present arguments. Should you fail to appear at the time set for the hearing, the hearing will be conducted in your absence.

The Goshen Board of Public Works and Safety will have the right to affirm, rescind, or modify this Order. The Goshen Board of Public Works and Safety may authorize the Building Commissioner to proceed with remedial action under Indiana Code § 36-7-9-10 or -11, or to proceed with civil action under Indiana Code § 36-7-9-17; may issue a civil penalty in an amount not to exceed Five Thousand Dollars (\$5,000.00) under Indiana Code § 36-7-9-7(e) if it finds there

has been a willful failure to comply with the Building Commissioner's Order; or take any other action permitted by law to resolve the unsafe conditions at the Real Estate.

Section 7.

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

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

Section 8.

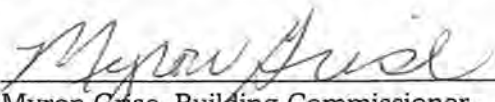
You are hereby notified that failure to comply with Section 7 of this Order may result in a judgment of liability against you in accordance with Indiana Code § 36-7-9-27.

Section 9.

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

This Order of the City of Goshen Building Commissioner is issued on September 24, 2026.

City of Goshen Building Department

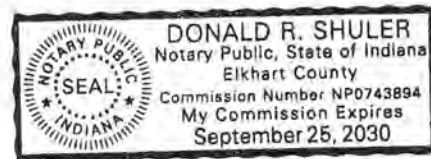

Myron Grise, Building Commissioner

STATE OF INDIANA)
) SS:
COUNTY OF ELKHART)

Before me, the undersigned, a Notary Public in and for said county and State, this September 24, 2026, personally appeared Myron Grise, Building Commissioner for the City of Goshen, Indiana, who acknowledged execution of the foregoing Order for and on behalf of the City of Goshen, Indiana Building Department, as his voluntary act for the purposes stated therein, and who, having been duly sworn, stated that the representations contained therein are true.



Notary Public



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

This document prepared by Donald R. Shuler, Assistant City Attorney, City of Goshen Legal Department, 204 E. Jefferson Street, Suite 2, Goshen, IN 46528; Ph: 574.537.3855.

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

October 29, 2026

IN RE: Violation of Goshen City Code

Property Address: 508 North Seventh Street

Property Tax Code: 20-11-09-236-006.000-015

Property Owner: Cecil J. Bontreger

Substantial Property Interest: Artisan Investment Group, LLC

Property Legal Description:

Forty-one and one-half (41 ½) feet off of the North end of Lots Numbered
Ninety-two (92) and Ninety-three (93) in Chamberlains Second Addition to the
City of Goshen, Indiana.

The City of Goshen Building Commissioner's Order dated September 24, 2026, concerning the above-described Property, came before the Hearing Authority on October 29, 2026.

The City Building Commissioner requests the compliance hearing be tabled. The Property Owner has signed a purchase agreement, dated October 15, 2026, to sell the Property to Artisan Investment Group, LLC. Tabling will permit the buyer to meet with the Goshen Building Department to discuss appropriate next steps for the Property.

The Hearing Authority now ORDERS:

1. The hearing on the Order is tabled to Thursday, December 10, 2026, at 4:00 p.m. (local time), or as soon thereafter as the matter may be heard, in the Council Chambers, 111 East Jefferson Street, Goshen, Indiana.
2. The Order remains in full force and effect. This action does not modify the Order or waive any remedy.

SO ORDERED on October 29, 2026, and issued this October 29, 2026.

City of Goshen Board of Public Works and Safety

By: _____
Gina M. Leichty, Mayor

STATE OF INDIANA)
) SS:
COUNTY OF ELKHART)

Before me the undersigned, a Notary Public in and for said County and State, personally appeared the City of Goshen Board of Public Works and Safety by Gina M. Leichty, Mayor, and acknowledged execution of the foregoing Order on October 29, 2026.

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

Notary Public

Certificate of Service

I certify that on October 30, 2026, I served a copy of this Order via email and by first-class mail, postage prepaid, upon the following:

Cecil J. Bontreger
61818 County Road 33
Goshen, Indiana 46528
cbontreger@hotmail.com

Artisan Investment Group, LLC
c/o Marlin Schwartz
420 N. Main Street, Suite 1
Middlebury, Indiana 46540
abgmarlin@gmail.com

Donald R. Shuler



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

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

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

October 29, 2026

To: Board of Public Works and Safety

From: Don Shuler, Assistant City Attorney

RE: 613 West Wilden Avenue
Review Hearing – September 24, 2026 Building Commissioner's Order
Tabling Request

This matter comes before the Board as the City's Unsafe Building Hearing Authority. On September 24, 2026, the Building Commission issued an Order requiring repair of the vacant residential structure at 613 West Wilden Avenue. The Order set a hearing before the Board for November 12, 2026.

The Property's owner, Cecil Bontreger, has entered into a purchase agreement, dated October 15, 2026, to sell this property, with others, to Artisan Investment Group. Closing is set on or before May 1, 2027. The purchase agreement gives Artisan immediate access to the property to assess repairs and work with the Goshen Building Department.

City requests the Board table the review hearing to Thursday, December 10, 2026. Tabling gives Artisan time to meet with the Building Department on an anticipated scope of repairs for the vacant structure and a projected timeline for completion. Both would be presented to the Board at the December 10, 2026 Hearing.

Attached for the Board's reference is the September 24, 2026 Building Commissioner's Order and a proposed Tabling Order.

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

September 24, 2026

IN RE: Violation of Goshen City Code

Property Address: 613 West Wilden Avenue, Unit B

Property Tax Code: 20-11-04-377-008.000-015

Property Owner: Cecil J. Bontreger

Substantial Property Interest of Record: None

Section 1.

You are hereby notified that you are in violation of the City of Goshen Building Code and Neighborhood Preservation Ordinance, codified at Goshen City Code §§ 6.1.1 and 6.3.1. The violations exist at property owned by you, as evidenced by the tax records of the Elkhart County Auditor, property tax code number 20-11-04-377-008.000-015; commonly known as 613 West Wilden Avenue, Unit B, Goshen, Indiana, said real estate more particularly described in **Exhibit A**.

Section 2.

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

- A. Failure to maintain every foundation, floor, wall, and ceiling in good repair, as required by Code § 6.3.1.1(b).
 - 1. The floors are fire damaged and have holes.
 - 2. The walls are fire damaged and have holes.
 - 3. The ceilings are fire damaged and have holes.
 - 4. Window trim is rotted and water damaged.

- B. Failure to maintain all facilities, equipment, and utilities in safe working condition, as required by Code § 6.3.1.1(a).
 - 1. Due to fire, the entire plumbing system, electrical system, and heating system needs to be assessed and repaired.
- C. Failure to maintain windows in good repair, as required by Code § 6.3.1.1(d).
 - 1. The unit has multiple broken windows.
- D. Failure to maintain all siding in good repair and in weathertight condition, as required by Code § 6.3.1.1(bb).
 - 1. All siding has been removed due to fire, requiring new installation.
- E. The building, exclusive of foundation, must not show thirty-three percent (33%) or more damage or deterioration of its supporting members or fifty percent (50%) damage or deterioration of its non-supporting members, enclosings, or outside walls or coverings, per Code § 6.3.1.1(t).
 - 1. Several structure members are severely charred, showing damage from fire and smoke. These damaged members need to be replaced or properly remedied, and the structure's integrity confirmed.

The numerous code violations demonstrate that Unit B at 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).

Unit B is not maintained in a manner that would allow human habitation, occupancy, or use under the requirements of Goshen City Code, and is therefore unsafe within the meaning of I.C. § 36-7-9-4(a)(6).

Section 3.

You are hereby **ORDERED** to complete the necessary actions and repairs to the unsafe building/unit identified in Section 2 of this Order at the property identified in Section 1 of this Order, to bring the property and the unsafe building/unit into compliance with the minimum housing standards that permit human habitation, occupancy, or use under the Goshen City Building Code and Neighborhood Preservation Ordinance. Said actions and repairs, among other considerations, must include attaining all proper permits, inspections, and address all listed violations, building conditions, and property conditions contained in Section 2 of this Order.

You are hereby **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. Steps

constituting a substantial beginning include, but is not limited to, obtaining the necessary permits for the repairs ordered.

Section 4.

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

Section 5.

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

Section 6.

You are further notified that a hearing will be held before the Goshen Board of Public Works and Safety on **Thursday, November 12, 2026 at 4:00 p.m. (local time)**, or soon thereafter. If you request a hearing pursuant to Section 5 of this Order, this scheduled hearing will be to review the Order of the City of Goshen Building Commissioner. If no hearing is requested pursuant to Section 5 of this Order, the purpose of this hearing will be to determine your compliance with the Order of the City of Goshen Building Commissioner. This hearing will be held in the Council Chambers at 111 East Jefferson Street, Goshen, Indiana.

You have the right to appear at this hearing with or without counsel, to present evidence, cross-examine opposing witnesses, and present arguments. Should you fail to appear at the time set for the hearing, the hearing will be conducted in your absence.

The Goshen Board of Public Works and Safety will have the right to affirm, rescind, or modify this Order. The Goshen Board of Public Works and Safety may authorize the Building Commissioner to proceed with remedial action under Indiana Code § 36-7-9-10 or -11, or to proceed with civil action under Indiana Code § 36-7-9-17; may issue a civil penalty in an amount not to exceed Five Thousand Dollars (\$5,000.00) under Indiana Code § 36-7-9-7(e) if it finds there

has been a willful failure to comply with the Building Commissioner's Order; or take any other action permitted by law to resolve the unsafe conditions at the Real Estate.

Section 7.

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

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

Section 8.

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

Section 9.

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

This Order of the City of Goshen Building Commissioner is issued on September 24, 2026.

City of Goshen Building Department

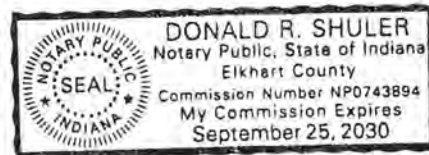

Myron Grise, Building Commissioner

STATE OF INDIANA)
) SS:
COUNTY OF ELKHART)

Before me, the undersigned, a Notary Public in and for said county and State, this September 24, 2026, personally appeared Myron Grise, Building Commissioner for the City of Goshen, Indiana, who acknowledged execution of the foregoing Order for and on behalf of the City of Goshen, Indiana Building Department, as his voluntary act for the purposes stated therein, and who, having been duly sworn, stated that the representations contained therein are true.



Notary Public



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

This document prepared by Donald R. Shuler, Assistant City Attorney, City of Goshen Legal Department, 204 E. Jefferson Street, Suite 2, Goshen, IN 46528; Ph: 574.537.3855.

Exhibit A – Legal Description

LOT NUMBER FOUR HUNDRED THIRTY-NINE (439) AND THE WEST TWENTY-EIGHT (28) FEET OF LOT NUMBER FOUR HUNDRED THIRTY-EIGHT (438) IN WILDEN'S WALNUT HILL FOURTH ADDITION TO THE CITY OF GOSHEN, INDIANA.

LESS AND EXCEPTING THE FOLLOWING:

A PART OF LOT NUMBERED 439 AND A PART OF THE WEST TWENTY-EIGHT (28) FEET OF LOT NUMBERED 438 AS THE SAME ARE KNOWN AND DESIGNATED ON THE RECORDED PLAT OF WILDEN'S WALNUT HILL FOURTH ADDITION TO THE CITY OF GOSHEN, INDIANA; SAID PLAT ORIGINALLY RECORDED IN DEED RECORD 86, PAGE 420; PLAT WAS LOST, REDRAWN, AND RE-RECORDED IN PLAT BOOK 3, PAGE 132, IN THE OFFICE OF THE RECORDER OF ELKHART COUNTY, INDIANA, AND BEING DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT NUMBERED 439; THENCE NORTH 00 DEGREES 20 MINUTES 34 SECONDS WEST ALONG THE WEST LINE OF SAID LOT, A DISTANCE OF 8.62 FEET, BEING A POINT LOCATED ON A CURVE TO THE LEFT; THENCE SOUTHEASTERLY ALONG SAID CURVE TO THE LEFT (RADIUS 575.00 FEET, TANGENT 31.65 FEET, CHORD BEARING SOUTH 83 DEGREES 27 MINUTES 42 SECONDS EAST, CHORD DISTANCE 63.21 FEET), A DISTANCE OF 63.24 FEET, BEING A POINT ON THE EAST LINE OF THE WEST TWENTY-EIGHT (28) FEET OF LOT NUMBERED 438; THENCE SOUTH 00 DEGREES 14 MINUTES 04 SECONDS EAST ALONG SAID EAST LINE, 1.15 FEET, BEING THE SOUTHEAST CORNER OF THE WEST TWENTY-EIGHT (28) FEET OF SAID LOT NUMBERED 438; THENCE SOUTH 89 DEGREES 45 MINUTES 23 SECONDS WEST ALONG THE SOUTH LINE OF SAID LOT NUMBERED 438 AND ALONG THE SOUTH LINE OF SAID LOT NUMBERED 439, A DISTANCE OF 62.75 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.006 ACRE, MORE OR LESS.

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

October 29, 2026

IN RE: Violation of Goshen City Code

Property Address: 613 West Wilden Avenue, Unit B

Property Tax Code: 20-11-04-377-008.000-015

Property Owner: Cecil J. Bontreger

Substantial Property Interest: Artisan Investment Group, LLC

Property Legal Description:

Lot Number Four Hundred Thirty-Nine (439) and the West Twenty-Eight (28) Feet of Lot Number Four Hundred Thirty-Eight (438) in Wilden's Walnut Hill Fourth Addition to the City of Goshen, Indiana.

LESS AND EXCEPTING THE FOLLOWING:

A part of Lot Numbered 439 and a part of the west Twenty-Eight (28) feet of Lot Numbered 438 as the same are known and designated on the recorded Plat of Wilden's Walnut Hill Fourth Addition to the City of Goshen, Indiana; said Plat originally recorded in Deed Record 86, Page 420; Plat was Lost, Redrawn, and Re-Recorded in Plat Book 3, Page 132, in the Office of the Recorder of Elkhart County, Indiana, and being described as follows:

Beginning at the Southwest Corner of said Lot Numbered 439; thence North 00 degrees 20 minutes 34 seconds West along the West line of said Lot, a distance of 8.62 feet, being a point located on a curve to the left; thence Southeasterly along said curve to the left (radius 575.00 feet, tangent 31.65 feet, chord bearing South 83 degrees 27 minutes 42 seconds East, chord distance 63.21 feet), a distance of 63.24 feet, being a point on the East line of the West Twenty-Eight (28) feet of Lot Numbered 438; thence South 00 degrees 14 minutes 04 seconds East along said East line, 1.15 feet, being the Southeast Corner of the West Twenty-Eight (28) feet of said Lot Numbered 438; thence South 89 degrees 45 minutes 23 seconds West along the South line of said Lot Numbered 438 and along the South line of said Lot Numbered 439, a distance of 62.75 feet to the point of beginning and containing 0.006 acre, more or less.

The City of Goshen Building Commissioner's Order dated September 24, 2026, concerning the above-described Property, came before the Hearing Authority on October 29, 2026.

The City Building Commissioner requests the compliance hearing be tabled. The Property Owner has signed a purchase agreement, dated October 15, 2026, to sell the Property to Artisan Investment Group, LLC. Tabling will permit the buyer to meet with the Goshen Building Department to discuss appropriate next steps for the Property.

The Hearing Authority now ORDERS:

1. The hearing on the Order is tabled to Thursday, December 10, 2026, at 4:00 p.m. (local time), or as soon thereafter as the matter may be heard, in the Council Chambers, 111 East Jefferson Street, Goshen, Indiana.
2. The Order remains in full force and effect. This action does not modify the Order or waive any remedy.

SO ORDERED on October 29, 2026, and issued this October 29, 2026.

City of Goshen Board of Public Works and Safety

By: _____
Gina M. Leichty, Mayor

STATE OF INDIANA)
) SS:
COUNTY OF ELKHART)

Before me the undersigned, a Notary Public in and for said County and State, personally appeared the City of Goshen Board of Public Works and Safety by Gina M. Leichty, Mayor, and acknowledged execution of the foregoing Order on October 29, 2026.

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

Notary Public

Certificate of Service

I certify that on October 30, 2026, I served a copy of this Order via email and by first-class mail, postage prepaid, upon the following:

Cecil J. Bontreger
61818 County Road 33
Goshen, Indiana 46528
cbontreger@hotmail.com

Artisan Investment Group, LLC
c/o Marlin Schwartz
420 N. Main Street, Suite 1
Middlebury, Indiana 46540
abgmarlin@gmail.com

Donald R. Shuler