



**BOARD OF PUBLIC WORKS & SAFETY & STORMWATER BOARD**  
**MINUTES OF THE MARCH 13, 2025 REGULAR MEETING**  
*Convened in the Goshen Police & Court Building, 111 East Jefferson St., Goshen, Indiana*

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

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

**REVIEW/APPROVE MINUTES:** Mayor Leichty presented the minutes of the March 6, 2025 Regular Meeting as prepared by Clerk-Treasurer Aguirre. Board member Mike Landis made a motion to approve the minutes as presented. Board member Barb Swartley seconded the motion. The motion passed 5-0.

**REVIEW/APPROVE AGENDA:** Mayor Leichty presented the agenda with the addition of item #10, *Water & Sewer Office request: Move uncollected finaled accounts from active to collection, sewer liens and write offs.* Board member Landis made a motion to approve the agenda as amended. Board member Swartley seconded the motion. The motion passed 5-0.

**1 & 2) The Fold Pizza Tavern requests:** Approve a variance to allow a mechanical 35-gallons-per-minute grease trap, instead of a 1,000 gallon grease trap, for the new restaurant at 219 South Main Street AND approve public seating in the alley adjacent to 219 South Main Street, from April 1 to Oct. 30, 2025

Before the Board were two requests from The Fold Pizza Tavern, which will be located in the old Constant Spring building, 219 South Main Street. It will serve the community as a 21+ restaurant and bar specializing in pizza by the slice, wings, salads, apps and a full bar.

**Jesse Sensenig, owner of The Fold Pizza Tavern,** requested a variance to install a mechanical 35-gallons-per-minute grease trap instead of a 1,000 gallon grease trap due to lack of space on Main Street. He said the City Water and Sewer Department made this recommendation.

**Sensenig** submitted the specifications for the new grease trap which will exceed the City's recommendation, at 50 gallons per minute. He also attached drawings for the plumbing for the grease trap and information he provided to the Elkhart County Health Department.

In response to a question from **Board member Landis**, **Sensenig** said he was aware a flow restrictor had to be installed. He said a plumbing company would be handling the grease trap installation.

Secondly, **Sensenig** requested permission to use the alley between The Fold and Fables Books for temporary summertime seating, April through October. He said Dave and Fay Pottinger, the owners of the Fables Books building, support the request.

**City Director of Public Works & Utilities Dustin Sailor** said the city Engineering and Wastewater departments didn't have any issues with the request for the mechanical grease trap, which has been submitted for plan reviews. Because City staff members haven't reviewed the internal plumbing, Sailor recommended that the Board approve the request contingent upon a final plumbing review.

With regard to the outdoor seating, **Sailor** said Engineering staff requested a letter of support from the adjacent property owner, which has now been provided. He said staff members also want to review the fencing material to be used in the alley to ensure there are no sharp edges.

**Board member Landis** asked if the alley seating should be approved contingent upon review by the Engineering Department of the fencing material to be used. **Sailor** agreed.

**Sensenig** said both suggested conditions of approval were acceptable.

**Clerk-Treasurer Aguirre** requested that separate motions be made and approved for each request.





Landis/Swartley made a motion to approve a variance for a 35-gallon-per-minute mechanical grease trap at 219 South Main Street on condition that the plumbing is properly connected. The motion passed 5-0.

Landis/Swartley made a motion to approve the request for public seating in the alley adjacent to 219 South Main Street, from April 1 to Oct. 30, 2025, contingent on the Engineering Department approving the fencing material to be used. The motion passed 5-0.

**3) Legal Department request: Approve the agreement for the maintenance and use of a parking facility with Goshen Little League, Inc., authorize Mayor Leichty to execute the agreement and authorize payment to Goshen Little League, Inc. in the amount of \$7,118**

**City Attorney Bodie Stegelmann** recommended that the Board approve an agreement with Goshen Little League, Inc. for the maintenance and use of a parking facility located at the east end of Pringle Drive.

**Stegelmann** said City staff use this parking facility to turn equipment around during maintenance activities on Pringle Drive, and City Park patrons use this parking facility to access Pringle Park.

**Stegelmann** said Goshen Little League, Inc. reached agreements with Goshen Schools and the City to share certain maintenance expenses relative to this parking facility. The agreement provided with the memorandum reflects the agreement City staff reached with Goshen Little League, Inc., and calls for a payment to Goshen Little League, Inc. in the amount of \$7,118.

**Board member Landis** asked who owns the park. **City Superintendent of Parks & Recreation Tanya Heyde** said Goshen Little League owns the lot, but shares maintenance costs with the City and the school district.

**Landis/Swartley made a motion to approve the agreement for the maintenance and use of parking facility with Goshen Little League, Inc., authorize Mayor Leichty to execute the Agreement and authorize payment to Goshen Little League, Inc. in the amount of \$7,118. The motion passed 5-0.**

**4) Legal Department request: Approve Resolution 2025-06, Authorizing Execution of Documents and Sale, Purchase, and Development of Real Estate Agreement with TROTM, LLC, for construction of 18 townhomes on three parcels located between River Race Drive and South Second Street**

**Assistant City Attorney Don Shuler** said that attached to the meeting agenda for the Board's approval and execution was Resolution 2025-06 to approve an Agreement for the Sale, Purchase, and Development of Real Estate with TROTM, LLC, and to authorize the Mayor to execute the same. The Agreement outlines the terms for development of three parcels of real estate located between River Race Drive and South Second Street.

Under the agreement, **Shuler** said City Redevelopment Commission, which approved the agreement on March 12, will transfer the real estate to TROTM, LLC for the development. The development will include construction of 18 townhomes across three structures, with an anticipated capital investment of \$15,000,000.

**Shuler** said the City will retain a mortgage on the real estate in the sum of \$3,000,000 until minimum investment thresholds are met. Construction of the first structure and townhomes is anticipated to be complete by July 1, 2026, with completion of all structures by July 1, 2029.

**Shuler** said Board of Works approval is necessary to authorize the utility-related provisions in the Agreement, which includes permitting TROTM, LLC to tie the project's stormwater system to the City's infrastructure, ensuring connections for water and sewer service, utility tap abandonments, and sidewalk/curb adjustments. **Shuler** added that TROTM is an abbreviation of The Row On The Millrace.

**Board member Landis** clarified with **Shuler** the wording of the approval motion.

**Landis/Swartley made a motion to approve 2025-06 Resolution as presented, which authorizes the Mayor to execute the Agreement on the City's behalf. The motion passed 5-0.**





**5) Legal Department request: Approve Resolution 2025-07, Approving Consent to Assignment of Economic Development Agreement for the Ariel Cycleworks project, which would authorize the Mayor to execute the consent to assignment**

**Assistant City Attorney Don Shuler** said that attached to the agenda for the Board's approval and execution was Resolution 2025-07 to approve an Assignment of the Economic Development Agreement (EDA) with AP Development, LLC and AP Cycleworks, LLC (developer) of the Ariel Cycleworks Project, 620 East Douglas Street. **Shuler** said to facilitate project financing, the developer was seeking a loan from First Farmers Bank & Trust Co. (lender). As a condition of the loan, the lender requires the execution of a Consent that permits for the collateral assignment of Section 5.07 of the EDA; Section 5.07 pertains to the Environmental Restrictive Covenant (ERC) associated with the project site.

**Key Terms of the Consent:**

1. If the Lender exercises its rights under the Assignment, the City will continue to perform its obligations under Section 5.07, but only under the terms specified in the Consent.
2. The Consent expressly limits the City's obligation to perform environmental remediation unless the Developer or Lender remains bound by all obligations under the EDA.
3. The Lender is not assuming any direct obligations under the EDA beyond the rights granted through the assignment.
4. The Consent does not alter any terms of the EDA.

**Shuler** said the action will not obligate the City to do additional on-site work or spend additional funds that wouldn't already have been provided by the City.

**Landis/Swartley** made a motion to approve the Resolution 2025-07 as presented, which authorizes the Mayor to execute the Consent to Assignment. The motion passed 5-0.

**6) Legal Department request: Approve and authorize Mayor Leichty to execute an agreement with Baker Tilly Advisory Group, LP for a Utility Rate Analysis at a cost not to exceed \$22,000**

**City Attorney Bodie Stegelmann** recommended that the Board approve and authorize Mayor Leichty to execute an agreement with Baker Tilly Advisory Group, LP for a Utility Rate Analysis. The City will compensate Baker Tilly Advisory Group, LP for time and expenses not to exceed \$22,000.

**Under the agreement, Baker Tilly will provide the following services:**

**A. Rate Analysis – 3rd Tier Rate Elimination**

1. Analyze historical recorded financial information for a period of three (3) calendar years and the most recent 12-month period when applicable (the test year).
2. Detail from available records a schedule of flow of funds for the past three calendar years and the test year for the purpose of determining trends, amounts of revenue, cash operation and maintenance expenses, debt service requirements and expenditures for improvements to the Utility property and plant.
3. Analyze expenses of the test year in order to locate and adjust items which should be properly capitalized, expensed or reclassified (if applicable).
4. Analyze accounts, invoices and pertinent documents and interview Client personnel and/or consulting engineers made available by the Client to determine possible changes in expenses and the possible effects of those changes (if applicable).
5. Obtain information from Client officials, engineers and/or other available sources to suggest to the Client adjustments to test year cash operating expenses such as additional labor, power costs, chemical costs, additional taxes and other fixed, known and measurable expense changes (if applicable).
6. Schedule monthly revenues of the test year in order to locate unusual and significant fluctuations in such revenue (if applicable).





7. Prepare amortization schedules of outstanding funded debt of the Utility extending over the life of the remaining years of payment and obtain information from bond ordinances or other documents relating to such funded debt.
8. Obtain information from the rate ordinance, tariffs and bond ordinances now in effect.
9. Assist in the development of a capital improvements program and determine alternative financial programs leading to the obtaining of funds necessary to meet the capital improvement requirements through funds now available and/or future revenues of the system and/or the use of debt financing.
10. Provide alternative estimates of future annual revenue requirements for consideration by the Client (if applicable).
11. Suggest revenue increases for the Utility as may be considered necessary to meet the estimated future annual revenue requirements.
12. If appropriate, prepare comparative information concerning the present and possible future rate.

#### **B. Meetings and Reports**

1. Attend meetings with officials of the Client as requested to discuss findings and recommendations.
2. Furnish a financial report summarizing the results of BTAG's studies for submission to the Client.
3. Provide financial information including a new schedule of rates and charges, if required, to the Client's attorneys for the preparation of resolutions and ordinances as may be required.
4. Attend a public hearing to be conducted by the Client to present accounting information relating to the proposed rates and charges, if a rate change is necessary.

#### **C. Lifeline Rate Analysis**

1. A. Analyze census level data for City to estimate number of customers below poverty level.
2. B. Provide revenue shift scenarios based on estimated potential lifeline recipients.
3. C. Meet with City as needed to discuss results.

**Mayor Leichty** asked **City Director of Public Works & Utilities Dustin Sailor** the last time the City had a utility rate analysis completed. **Sailor** said this would not be a total utility rate analysis. Instead, he said it would analyze specialty factors of affordability, a potential special rate for customers who may not be able to afford their rate. **Sailor** said the last a cost of service study was done six or seven years ago, and normally are done every 10 years. **Landis/Swartley** made a motion to approve and authorize **Mayor Leichty** to execute the agreement with **Baker Tilly Advisory Group, LP** for a Utility Rate Analysis at a cost not to exceed \$22,000. The motion passed 5-0.

**7) Legal Department request: Accept the Uniform Conflict of Interest Disclosure Statement submitted by Matthew E. Whitford, an employee of the Goshen Fire Department**

**City Attorney Bodie Stegelmann** said that attached to the meeting agenda was a Uniform Conflict of Interest Disclosure Statement being submitted to the Board for acceptance in a public meeting on behalf of Matthew E. Whitford, an employee of the Goshen Fire Department.

**Stegelmann** said Whitford is the owner of Infinitus Computers, LLC, dba INF Tech. The City purchases miscellaneous technology, computer parts and systems from this business.

**Landis/Swartley** made a motion to accept the Uniform Conflict of Interest Disclosure Statement submitted by **Matthew E. Whitford**. The motion passed 5-0.

**8) Engineering Department request: Approve Change Order No. 1 for the North Goshen Neighborhoods Tree Removal project in the amount of \$2,100**

**City Director of Public Works & Utilities Dustin Sailor** said attached to the meeting agenda was Change Order No. 1 for the North Goshen Neighborhoods Tree Removal project, which includes costs related to the removal of two trees and stumps not anticipated in the bid package that are in conflict with future Utility upgrades and street construction.





**Sailor** said adding these two trees has no impact on the project schedule. The original contract amount is \$62,700.00. Change Order No. 1 increases the total contract by \$2,100, for a revised contract amount of \$64,800, which is an increase of 3.35% over the original contract amount.

**Landis/Swartley** made a motion to approve Change Order No. 1 for the North Goshen Neighborhoods Tree Removal project in the amount of \$2,100. The motion passed 5-0.

**9) Engineering Department request: Approve and authorize the Board to execute the agreement with Goshen Community Schools and Weigand Construction Co., Inc. for the completion of the New Baseball Softball Complex project at 1730 Regent Street**

**City Director of Public Works & Utilities Dustin Sailor** said the Stormwater Department was requesting approval of an agreement for the completion of construction (Construction Agreement) for the Goshen Community Schools New Baseball Complex project, 1730 Regent Street,

**Sailor** said the following outstanding items are not yet completed due to current weather conditions and a delay in obtaining a well permit from the Indiana Department of Environmental Management. The property owner, Goshen Community Schools, and builder, Weigand Construction Co., Inc., agree to complete all work by the listed deadlines as shown in Exhibit B of the Completion Agreement.

- ❖ Install approximately 448 square feet of concrete sidewalk between the parking lot and the public pedestrian path to the west.

- o Completion Deadline: March 25, 2025

- ❖ Stabilization of approximately 123,000 square feet of disturbed area, which will include the installation of seed and temporary mulch and outlet protection measures.

- o Three Completion Deadlines: June 15, Oct. 15, and Dec. 1, 2025

- ❖ The planting of the required landscaping (trees, shrubs, grasses, and perennial plants) that is not part of the south berm.

- o Completion Deadline: June 15, 2025

- ❖ Installation of the asphalt topcoat and permanent parking lot striping.

- o Completion Deadline: June 24, 2025

- o Temporary parking lot striping has been installed this week.

- ❖ Complete the installation and testing of the potable water well once the IDEM well permit is finalized.

- o Completion Deadline: June 24, 2025

- ❖ The planting of the required landscaping for the south berm within the Goshen School's property.

- o Completion Deadline: December 1, 2025

- ❖ Install the final 6" of stone to the service drive once the south berm is completed.

- o Completion Deadline: Dec. 1, 2025

The City Stormwater Department submitted an Agreement for the Completion of the Construction Project for approval and authorization for the Mayor and Board Members to execute.

**Sailor** said the execution of this Agreement does not absolve Goshen Community Schools and Weigand Construction Co., Inc., from completing all necessary steps to meet the Goshen Building Department's permitting requirements for a final building inspection. Occupancy of the site buildings will not be granted until the potable water well is properly permitted, tested, and active.

**Sailor** said the Goshen Stormwater Department, in collaboration with other City Departments, has agreed to waive the requirement to post a surety because Goshen Community Schools is a tax-based public entity and it is in the best interest of the community.





Until the Building Department issues a certificate of occupancy, Weigand Construction will be providing sufficient portable bathroom facilities for players and patrons to use and interior spaces shall remain unoccupied by the school. For context, the expected cost of work yet to be completed is \$438,668.

Sailor said a school representative was present in case there were questions.

Landis/Swartley made a motion to approve and authorize the Board to execute the agreement with Goshen Community Schools and Weigand Construction Co., Inc. for the completion of the New Baseball Softball Complex project at 1730 Regent Street. The motion passed 5-0.

10) Water & Sewer Office request: Move uncollected finalized accounts from active to collection, sewer liens and write offs.

Kelly Saenz, Manager of the Goshen City Utilities Office, told the Board that the original amount of unpaid final Water/Sewer accounts, for the period through Dec. 27, 2024 was \$17,953.81. Collection letters were sent out and payments of \$4,177.29 were collected.

The uncollected amount was \$13,776.52. So, Saenz asked the Board to move the office's uncollected final accounts from active to Collection, Sewer Liens and Write offs for the period. Of the uncollected amounts, \$8,303.35 came from water accounts and \$5,473.17 came from sewer accounts.

**Note:** Saenz's request was presented through a March 13, 2025 memorandum to the Board (EXHIBIT #1).

Landis/Swartley made a motion to move the Goshen Water and Sewer Office's \$13,776.52 in uncollected finalized accounts for this period from active to Collection, Sewer Liens and Write offs. 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 4:24 p.m. There were no public comments.

At 4:24 p.m., Mayor Leichty recessed the Board of Public Works & Safety meeting to convene compliance review hearings for 213 Crescent Street and 215 Crescent Street.

#### COMPLIANCE REVIEW HEARING FOR PRIOR CITY BUILDING COMMISSIONER ORDER:

4:00 p.m., March 13, 2025

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

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

11) Unsafe Building Compliance Review Hearing for property at 213 Crescent Street (Midwest Leasing LLC, property owner)

At 4:24 p.m., Mayor Leichty convened a compliance review hearing for the prior Order of the City of Goshen Building Commissioner for 213 Crescent Street (Midwest Leasing LLC, property owner).

#### BACKGROUND:

In a March 13, 2025 memorandum to the Board, Assistant City Attorney Don Shuler informed the Board that an unsafe building compliance review hearing was scheduled March 13 for the property located at 213 Crescent Street. Attached to the memo was a Record of Action and Continuous Enforcement Order issued by the on Sept. 12, 2024, requiring demolition of the unsafe building on the property, as well as the Tabling Order issued on Feb. 13, 2025 scheduling this review hearing.





Shuler wrote that for the hearing, the Board could receive information, evidence, and arguments from the Building Department, the property owner, City Staff, and anyone else wishing to speak to the property. **Based on any findings the Board made, the Board could then:**

1. Confirm compliance if evidence was presented that the demolition of the unsafe structure had been completed;
2. Confirm non-compliance and authorize the Building Commissioner to proceed with demolition or other remedial action or a civil action, as permitted by the Indiana Unsafe Building Law;
3. Issue a civil penalty in an amount not to exceed \$5,000.00 if the Board found that there has been a willful failure to comply with Order; or
4. Any other action permitted by law to resolve the unsafe conditions on the property.

Shuler wrote that in taking any of these actions, the Board should make specific findings to support its action.

**On Sept. 12, 2024, a Record of Action and Continuous Enforcement Order that set forth the following:**

**BACKGROUND:**

1. The City of Goshen Building Commissioner issued an order on Aug. 2, 2024 (hereinafter the "Order"), concerning the property located at 213 Crescent Street and more particularly described in Exhibit A (hereinafter the "Real Estate"). The Order made findings that the vacant residential structure at the Real Estate was an unsafe building and required demolition of said building and removal of all demolition remains, trash, and debris on the Real Estate and return of the site to natural grade, all of said work to be completed within 45 days.
2. The Building Commissioner, in his Order, determined that the building at the Real Estate was unsafe under I.C. § 36-7-9-4(a)(2), (4), (5), and (6) due to the following conditions:
  - a. The vacant residential structure recently sustained a fire, causing significant damage, having burnt, charred members throughout the structure that are beyond repair;
  - b. The fire damage renders the building in danger of collapse; and
  - c. The building's condition is vacant and unfit for human habitation, occupancy, or use under Goshen City Code.
3. Proper notice of the demolition order was provided to Midwest Leasing, LLC, the Real Estate's owner (hereinafter "Owner"), by regular United States mail in accord with I.C. § 36-7-9-25.
4. During the hearing the Goshen Building Department presented evidence, testimony, and argument supporting the Order. The owner was given the opportunity to present testimony and evidence concerning the condition of the building at the Real Estate and the Order.

**FINDINGS**

After consideration of the evidence and testimony presented, the Hearing Authority found that the Building Commissioner's Order was supported by substantial evidence. The vacant residential structure at the Real Estate was deemed an unsafe building under Indiana law.

The Hearing Authority specifically adopted Section 2 of the Order as its Findings.

**ORDER**

The Order issued by the City of Goshen Building Commissioner was hereby affirmed in its entirety except as modified below:

1. This order shall serve as a Continuous Enforcement Order pursuant to I.C. § 36-7-9-2.
2. Owner is hereby ordered to comply with the Order to demolish the unsafe vacant residential structure at the Real Estate by Oct. 31, 2024, failing which the Building Commissioner is authorized to proceed with the demolition at the expense of Owner, with such costs to be assessed against the Real Estate as provided by law.
3. This order constitutes a final administrative decision, and Owner has the right to appeal these findings of fact and this Continuous Enforcement Order to the Elkhart Circuit or Superior Court by filing a verified complaint within ten (10) days of the date of this action; failure to file a verified complaint within the specified time forfeits any appeal rights.





4. Per I.C. § 36-7-9-27, if Owner transfers its interest or any portion of its interest in the vacant residential structure and/ or the Real Estate affected by this Continuous Enforcement Order to another person, Owner must supply the other person with full information regarding this Continuous Enforcement Order prior to transferring that interest or agreeing to transfer that interest. Further, within five (5) business days after transferring that interest or agreeing to transfer a substantial property interest in the vacant residential structure and/ or the Real Estate, Owner must supply the City of Goshen Building Commissioner with the full name, address, and telephone number of the other person taking a substantial property interest in the vacant residential structure and/ or the Real Estate, along with written copies of the agreement to transfer the interest or copies of the document actually transferring the interest. Should the Owner fail to comply with these provisions, then Owner may be liable to the City of Goshen for any damage that the City of Goshen may suffer in the event that a judgment is entered against it by the other person to whom the transfer is made.

The CONTINUOUS ENFORCEMENT ORDER of the Board of Public Works and Safety, memorializing the Hearing Authority's action of Sept. 12, 2024, was issued on Sept. 12, 2024.

**Compliance Review Hearings for this order were convened and delayed on Jan. 30, 2025 and Feb. 13, 2025 and continued until March 13, 2025. The postponements were prompted by delays by NIPSCO in disconnecting gas lines and a legal dispute with the adjoining property owner about who was responsible for the fire.**

#### **DISCUSSION AND OUTCOME OF BOARD COMPLIANCE REVIEW HEARING ON MARCH 13, 2025:**

**At 4:24 p.m., Mayor Leichty convened a compliance review hearing for 213 Crescent Street.**

**Present:** Board members Leichty, Landis, Myers, Nichols and Swartley; City Attorney Bodie Stegelmann; Assistant City Attorney Don Shuler; City Building Commissioner Myron Grise; City Building Inspector Travis Eash, and Steve J. Raber, the property owner.

**Assistant City Attorney Don Shuler** provided the background of the property and the reason for the compliance review hearing on the prior demolition order. He submitted to the Board a March 13, 2025 staff report from the City Building Department that provided a summary of the procedural background of the case, its current status and a staff analysis and recommendations (**EXHIBIT #2**)

**Shuler** said that during the pendency of the matter the **property was sold from Midwest Leasing LLC to Steven J. Raber** with a purchase order dated Jan. 31, 2025 and a deed transferring the property recorded on March 5, 2025.

**Shuler** said the demolition permit was obtained by the prior owner in October 2024 and that month submitted a request to NIPSCO to retire the utility lines. **Shuler** said the new owner obtained a demolition permit Jan. 31, 2025 and has been seeking removal of the utility lines since then without any success. It is now scheduled for March 21.

**Shuler** said a civil penalty wasn't appropriate because the owner has tried to comply with the demolition order. He added that the Legal Department has researched legal remedies against NIPSCO for the repeated disconnection delays, but they are "time consuming, costly, and not necessarily guaranteed of resolving the issue."

**Shuler** said the Building Department was recommending that the new property owner be required to continue to inform staff of their progress toward demolition on a weekly basis, that there be an immediate notification to the City when the utility line retirement takes place, and that demolition must be completed within 30 days following that date. And if for any reason it's not completed within 30 days of that date, **Shuler** said the Building Commissioner would schedule another hearing with the Board of Works to determine whether or not a civil penalty would be appropriate.

**Shuler** said **Building Commissioner Myron Grise** and **Raber** were present to provide additional information.

**Board member Landis** asked if the proposed notification requirement was at the request of the Legal Department or the property owner. **Shuler** said it was a staff recommendation to expedite the demolition. He added that the Board could reduce the notification period, but it had to be at least 10 days.





**Mayor Leichty** responded, "That is incredibly frustrating. Of all the things that I've heard complaints about from neighbors this one has repeatedly reached this Board, our Council members and our Board of Works members. So, I may be so inclined to try to pursue working to get cooperation from NIPSCO if that's what is required. Those buildings are a serious hazard to the neighborhood, and they need to come down immediately."

**Shuler** recommended that the Board hear from the new property owner.

**Mayor Leichty** swore in **Steve Raber** to provide truthful and complete testimony.

**Board member Landis** asked if **Raber** would be taking 29 days to demolish the home or if he would be seeking to take care of it more quickly.

**Raber** responded, "No, I'm not going to have excuses like NIPSCO. It's been very frustrating, and I'm sure when they see Steven Raber call, they think "squeaky wheel" because I've just called and called." He said NIPSCO staff have continued to promise demolition the following day and then made a series of excuses for the inaction. He added, "When they shut the gas off, we'll hop on there and get them cleared ... It's bad for the neighborhood and so I want to make a positive difference."

**Mayor Leichty** said she appreciated **Raber's** response.

**Landis/Swartley** then made a motion to approve the City Legal Department recommendations for the property at 213 Crescent Street regarding the demolition of the unsafe structure with the conditions that the property owner immediately inform staff as soon as the utility line is retired, that demolition must be completed within 30 days of that retirement, and that the property owner shall provide weekly status updates to staff until the demolition is complete. The motion passed 5-0.

12) Unsafe Building Compliance Review Hearing for property at 215 Crescent Street (Cecil Bontreger, property owner)

At 4:34 p.m., **Mayor Leichty** convened a compliance review hearing for the prior Order of the City of Goshen Building Commissioner for 215 Crescent Street (Cecil Bontreger, property owner).

#### **BACKGROUND:**

In a March 13, 2025 memorandum to the Board, **Assistant City Attorney Don Shuler** informed the Board that an unsafe building compliance review hearing was scheduled March 13 for the property located at 215 Crescent Street. Attached to the memo was a Record of Action and Continuous Enforcement Order issued by the on Aug. 29, 2024, requiring demolition of the unsafe building on the property, as well as the Tabling Order issued on Feb. 13, 2025, scheduling this review hearing.

**Shuler** wrote that for the hearing, the Board could receive information, evidence, and arguments from the Building Department, the property owner, City Staff, and anyone else wishing to speak to the property. **Based on any findings the Board made, the Board could:**

1. Confirm compliance if evidence is presented that the demolition of the unsafe structure had been completed;
2. Confirm non-compliance and authorize the Building Commissioner to proceed with demolition or other remedial action or a civil action, as permitted by the Indiana Unsafe Building Law;
3. Issue a civil penalty in an amount not to exceed \$5,000 if the Board found that there had been a willful failure to comply with Order; or
4. Any other action permitted by law to resolve the unsafe conditions on the property.

**Shuler** wrote that in taking any of these actions, the Board should make specific findings to support its action.

On Aug. 29, 2024, a signed Record of Action and Continuous Enforcement Order set forth the following:





#### **BACKGROUND:**

1. The City of Goshen Building Commissioner issued an order on Aug. 1, 2024 (hereinafter the "Order"), concerning the property located at 215 Crescent Street and more particularly described in Exhibit A (hereinafter the "Real Estate"). The Order made findings that the vacant residential structure at the Real Estate was an unsafe building and required demolition of said building and removal of all demolition remains, trash, and debris on the Real Estate and return of the site to natural grade, all of said work to be completed within 45 days.
2. The Building Commissioner, in his Order, determined that the building at the Real Estate was unsafe under I.C. § 36-7-9-4(a)(2), (4), (5), and (6) due to the following conditions:
  - a. The vacant residential structure on the Real Estate was vacant with no water usage for approximately 20 years;
  - b. The vacant residential structure recently sustained a fire, causing significant damage to the roof, having burnt, charred members throughout the structure that are beyond repair;
  - c. The fire damage rendered the building in danger of collapse; and
  - d. The building's condition was vacant and unfit for human habitation, occupancy, or use under Goshen City Code.
3. Proper notice of the demolition order was provided to Cecil Bontreger, the Real Estate's owner (hereinafter "Owner"), by regular United States mail in accord with I.C. § 36-7-9-25.
4. During the hearing the Goshen Building Department presented evidence, testimony, and argument supporting the Order. The Owner was given the opportunity to present testimony and evidence concerning the condition of the building at the Real Estate and the Order.

#### **FINDINGS**

After consideration of the evidence and testimony presented, the Hearing Authority found that the Building Commissioner's Order was supported by substantial evidence. The vacant residential structure at the Real Estate was an unsafe building under Indiana law. The Hearing Authority adopted Section 2 of the Order as its Findings.

#### **ORDER**

The Order issued by the City of Goshen Building Commissioner was affirmed in its entirety.

1. This order shall serve as a Continuous Enforcement Order pursuant to I.C. § 36-7-9-2.
2. Owner is hereby ordered to comply with the Order to demolish the unsafe vacant residential structure at the Real Estate within 45 days of said Order, failing which the Building Commissioner is authorized to proceed with the demolition at the expense of Owner, with such costs to be assessed against the Real Estate as provided by law.
3. This order constitutes a final administrative decision, and Owner has the right to appeal these findings of fact and this Continuous Enforcement Order to the Elkhart Circuit or Superior Court by filing a verified complaint within 10 days of the date of this action; failure to file a verified complaint within the specified time forfeits any appeal rights.
4. Per I.C. § 36-7-9-27, if Owner transfers its interest or any portion of its interest in the vacant residential structure and/ or the Real Estate affected by this Continuous Enforcement Order to another person, Owner must supply the other person with full information regarding this Continuous Enforcement Order prior to transferring that interest or agreeing to transfer that interest. Further, within five (5) business days after transferring that interest or agreeing to transfer a substantial property interest in the vacant residential structure and/ or the Real Estate, Owner must supply the City of Goshen Building Commissioner with the full name, address, and telephone number of the other person taking a substantial property interest in the vacant residential structure and/ or the Real Estate, along with written copies of the agreement to transfer the interest or copies of the document actually transferring the interest. Should the Owner fail to comply with these provisions, then Owner may be liable to the City of Goshen for any damage that the City of Goshen may suffer in the event that a judgment is entered against it by the other person to whom the transfer is made.

The CONTINUOUS ENFORCEMENT ORDER of the Board of Public Works and Safety, memorializing the Hearing Authority's action of Aug. 29, 2024, was issued on Aug. 29, 2024.





Compliance Review Hearings for this order were convened and delayed on Jan. 30, 2025 and Feb. 13, 2025 and continued until March 13, 2025. Some postponements were prompted by delays by NIPSCO in disconnecting gas lines at a neighboring property (since a contractor wanted to demolish both structures at once) and a legal dispute with the next-door property owner about who was responsible for the fire.

#### **DISCUSSION AND OUTCOME OF BOARD COMPLIANCE REVIEW HEARING ON MARCH 13, 2025:**

**At 4:34 p.m., Mayor Leichty convened a compliance review hearing for 213 Crescent Street.**

**Present:** Board members Leichty, Landis, Myers, Nichols and Swartley; City Attorney Bodie Stegelmann; Assistant City Attorney Don Shuler; City Building Commissioner Myron Grise; City Building Inspector Travis Eash, and Cecil Bontreger, the property owner.

**Assistant City Attorney Don Shuler** provided the background of the property, a timeline of the matter and the reason for today's compliance review hearing on the prior demolition order.

Before the hearing began, **Shuler** submitted to the Board a March 13, 2025 staff report from the City Building Department that provided a summary of the procedural background of the case, its current status and a staff analysis and recommendations (**EXHIBIT #3**

**Shuler** said he learned over the past month that the utility lines at 215 Crescent Street have been disconnected unlike 213 Crescent Street and "there's no legal impediment to completing the demolition at the property." He said the owner of 213 Crescent has been seeking to coordinate the demolition of both structures to save money, but 215 Crescent could be demolished now.

**Shuler** said the Building Department staff was recommending that the Board grant a limited extension of the demolition of 215 Crescent until April 16 subject to the conditions that the property owner provide weekly updates and notify about the utility line retirement at 213 Crescent Street. Primarily, he said City staff want demolition to commence no later than March 26, 2025 and must be completed in full by April 16, 2025. Should the property owner fail to comply, staff recommends that the Board hold a hearing and determine if a civil penalty should be imposed.

**Shuler** said City staff recommend a possible fine because property owner **Cecil Bontreger** didn't get a demolition permit until Jan. 31, 2025, unlike his neighbor who did so in October, and could have taken down the home by now.

**Shuler** noted that **Bontreger** was present to answer any questions.

**Mayor Leichty** asked **Shuler** if there was anything that would prohibit the Board from incorporating a civil penalty into its recommendation, rather than taking additional time and resources by having the Board convene a second hearing if the property owner did not comply. **Shuler** said state law would permit the Board to impose a civil penalty that would be suspended upon completion of the demolition by the specified date.

**Mayor Leichty swore in Cecil Bontreger, the property owner, to give truthful and complete testimony.**

**Bontreger** said he has a contract with the company that will demolish both buildings. He said the houses are only four or five feet apart, and that the fire that damaged them began at 213 Crescent and spread to 215 Crescent. While he said it would make sense to demolish them at the same time, they could be taken down separately if that's what the Board would prefer. Still, he said neighbors will still complain until both houses are demolished.

**Mayor Leichty** responded that neighborhood complaints "not only stem from the fact that the house is burned, but that this house was vacant for 20 years. So, it's contributed significantly to the blight on that street. Can you tell me why it was vacant for 20 years?"

**Bontreger** said there was an issue on one side of the house and then it became a duplex "and we lost that compliance, and I was going to look into that and just never got it done."

The **Mayor** asked if **Bontreger** lacked the capacity to complete the necessary repairs that the Building Department requested. He said, "every two years it was done, and it met approval for that" under a program for vacant homes.

**Mayor Leichty** said the home "was still not brought up to code sufficiently to be rentable." He said it was.





**City Building Inspector Travis Eash** and **Bontreger** briefly discussed the home's prior status, but did not reach a resolution about whether it was rentable. **Bontreger** then said, "I have that record in the house, but that's rather immaterial, I guess, at this point. So, you know, whatever you don't want to do with the demolition that's up to you."

**Mayor Leichty** said, "I just wanted to get clarification on the status of the property, and also illustrate, you know, for the purposes of this Board the numerous times that we're dealing with vacant and blighted properties.

"And I want to make sure that you're being very conscientious about those properties and know that that's something that is a great concern to the City, and that it's something that we fully expect cooperation from. And so, I think what we're hearing now from the neighbors, and the outcry that we're hearing, is partially related to this fire, but also a great concern just about the quality and the care of the home itself prior to this event."

The **Mayor** thanked **Bontreger** for his comments.

**Steve Raber**, who owns 213 Crescent Street, said he has a contract with **Bontreger** for 215 Crescent and it would make sense to demolish the home together. However, he said it would be possible for them to be demolished separately.

**Mayor Leichty** invited comments from **Councilor Matt Schrock**, who has received many neighborhood complains about the homes. She then swore in **Councilor Schrock** to provide truthful and complete testimony.

**Councilor Schrock** said, "I'm just here giving the Board another reminder that it has been since June of last year that these houses have sat the way they're sitting. That's really about it. I just want to keep reminding."

**Councilor Schrock** said he understood that **NIPSCO** has been responsible for the delayed demolition and supported the work of the City Building Department. He said that if there was no demolition until April, it would be nearly a year since the homes were heavily damaged in a fire. He added, "This is just taking too long."

**Board member Myers** said it was clear that **NIPSCO** was responsible for the demolition delay. He added, "Granted, this has been an exceptional long time, but we've seen what **NIPSCO's** done to us in the past on these things, and they haven't changed one bit."

**Board member Myers** and **Councilor Schrock** briefly discussed the delays. **Councilor Schrock** then said, "Thanks for trying." The **Mayor** responded, "We're doing more than trying. We're getting there."

The **Mayor** and **Board member Landis** briefly discussed the possible civil penalty.

**Assistant City Attorney Shuler** then clarified the staff recommendation. He said if the utilities at 213 Crescent are disconnected by March 21, 30 days from that date would be April 21, and both properties could be demolished together. If not, **Shuler** said one of them could be demolished by April 16. He added that the Board could also impose a civil penalty of up to \$5,000 but could suspend it if **Bontreger's** house was demolished by April 16.

**Board member Landis** then made a motion to impose the following for the unsafe property at 215 Crescent Street: the property owner shall immediately notify staff upon completion of the utility line retirement at the neighboring property at 213 Crescent Street; regardless of the status of that retirement at 213 Crescent, demolition of this property at 215 Crescent must commence no later than March 26, 2025, and be fully completed by April 16, 2025; that weekly updates shall be provided by the property owner to City staff until that demolition is complete; and the Board will impose a \$5,000 civil penalty on this property, which will be suspended if the owner follows through and complete the demolition by April 16 and restores the property to a natural state. **Board member Swartley** seconded the motion. The motion passed 5-0.

At 4:50 p.m., **Mayor Leichty** closed the two compliance review hearings and reopened the Board of Works & Safety meeting.





#### APPROVAL OF CIVIL & 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 adjourned the meeting at 4:50 p.m.

*EXHIBIT #1: A March 13, 2025 memorandum from Kelly Saenz, Manager of the Goshen City Utilities Office, to the Board asking the Board to move the office's \$13,776.52 in uncollected final accounts from active to Collection, Sewer Liens and Write offs for the period through Dec. 27, 2024.*

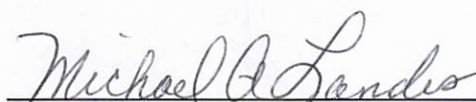
*EXHIBIT #2: A March 13, 2025 staff report from the City Building Department to the Board that provided a summary of the procedural background of the property at 213 Crescent Street, its current status and a staff analysis and recommendations regarding its demolition. It was presented during consideration of agenda item #11, Unsafe Building Compliance Review Hearing for property at 213 Crescent Street (Midwest Leasing LLC, property owner).*

*EXHIBIT #3: A March 13, 2025 staff report from the City Building Department to the Board that provided a summary of the procedural background of the property at 215 Crescent Street, its current status and a staff analysis and recommendations regarding its demolition. It was presented during consideration of agenda item #12, Unsafe Building Compliance Review Hearing for property at 215 Crescent Street (Cecil Bontreger, property owner).*

APPROVED:



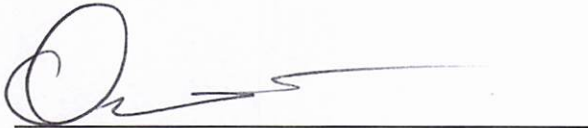
Mayor Gina Leichty




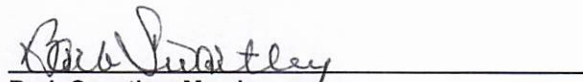
Mike Landis, Member





  
Orv Myers, Member

  
Mary Nichols, Member

  
Barb Swartley, Member

ATTEST:

  
Richard R. Aguirre, Clerk-Treasurer



*Exhibit #1*

**\*\*\*REQUEST\*\*\***

**DATE:** Thursday, March 13, 2025

**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 **\$17,953.81**  
Collection letters were sent out and payments of **\$4,177.29** had been collected.

The uncollected amount equals **\$13,776.52**

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 **Friday, December 27, 2024**

**WATER:** **\$8,303.35**

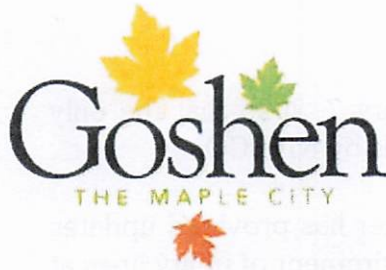
**SEWER:** **\$5,473.17**



## **TOTALS**

REPORT TOTAL		\$17,953.81
BPS TOTAL	\$8,001.57	\$9,952.24
COUNTY TOTAL	\$5,270.68	\$4,681.56
W-WRITE OFF	\$301.78	\$4,379.78
S-WRITE OFF	\$202.49	\$4,177.29
PAYMENT TOTAL	\$4,177.29	\$0.00
AGREEMENT TOTAL	\$0.00	





**Building Department  
CITY OF GOSHEN**

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

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*Exhibit #2*

**UNSAFE BUILDING HEARING – STAFF REPORT**

Subject Property: 213 Crescent Street  
Property Owner: Steven J. Raber  
Date of Hearing: March 13, 2025

**Summary of Original Findings & Required Actions:**

An Order of the City of Goshen Building Commissioner requiring demolition of an unsafe building was issued for the property at 213 Crescent Street, Goshen, Indiana (the "Property") on August 2, 2024. The Building Commissioner's Order found the violation to be a "residential structure that has recently sustained a fire, causing significant damage." The Order noted that due to the fire, the structure had burnt, charred members throughout the structure that were beyond repair; that all fire resistant qualities were gone; and that the fire damage rendered the building in danger of collapse. The Building Commissioner's Order determined the structure to be an unsafe building in a condition warranting demolition.

A hearing was held relative to that order on September 12, 2024, where the Hearing Authority affirmed the Building Commissioner's Order and required demolition of the unsafe structure at the Property. The matter was reviewed for compliance before the Hearing Authority on February 13, 2025; following the hearing, the matter was tabled to March 13, 2025, for further review.

During the pendency of this matter, the Property was sold; Midwest Leasing, LLC sold the Property to Steven J. Raber via a Purchase Agreement dated January 31, 2025. The Deed transferring the Property to the current owner was recorded on March 5, 2025.

**Current Status & Owner's Compliance:**

The required demolition of the unsafe structure at the Property has not occurred. A demolition permit was first obtained for the Property on October 21, 2024, with the new owner obtaining a demolition permit on January 31, 2025. The utility lines at the Property have not been retired. The prior owner's counsel indicated on October 30, 2024, that the retirement of the utility lines had been ordered but would take several weeks to complete.



the process. The prior owner's counsel again indicated on January 7, 2025 that the only matter delaying the demolition was the retirement of the utility lines by NIPSCO.

Since the hearing on February 13, 2025, the Property Owner has provided updates and been communicative with Staff concerning efforts to obtain retirement of utility lines at the Property. Staff has confirmed with a NIPSCO scheduler that the utility line retirement at the Property has been scheduled multiple times but then cancelled, likely due to NIPSCO pulling crew to different locations. The Property Owner provided on March 12, 2025, that the retirement of utility lines for Property is now scheduled for March 21, 2025.

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#### Staff Analysis & Recommendations:

As of today's hearing, the demolition has not occurred as ordered. Staff notes that the Property changed ownership during this time, with the current owner only recently acquiring the Property. Despite the change in ownership, the primary cause of delay continues to be the retirement of utility lines by NIPSCO, which have been repeatedly scheduled and subsequently cancelled by the utility provider.

The current Property Owner has maintained open communication with Staff, providing regular updates concerning the ongoing utility retirement issues. Staff has independently confirmed these efforts and acknowledges the Owner's proactive attempts to resolve the matter. Utility retirement at the Property is now scheduled for March 21, 2025.

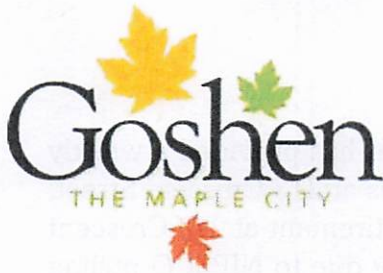
Staff believes that a civil penalty is not appropriate at this stage, as delays have not resulted from willful non-compliance by the Property Owner. Legal remedies against NIPSCO, such as pursuing an immediate mandatory injunction through local courts or the Indiana Utility Regulatory Commission (IURC), would be time-consuming, costly, and uncertain, making such actions impractical for this situation.

Staff **recommends** the following compliance timeline for demolition of the unsafe structure at the Property:

1. The Property Owner shall immediately inform Staff upon completion of utility line retirement.
2. Demolition must be completed within thirty (30) days following the date the utility line retirement is accomplished.
3. The Property Owner shall provide weekly status updates to Staff until demolition is complete.

Should demolition not occur within the stipulated time frame, Staff may request a hearing before the Unsafe Building Hearing Authority to consider the imposition of civil penalty against the Property Owner.





**Building Department  
CITY OF GOSHEN**

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*Exhibit #3*

**UNSAFE BUILDING HEARING – STAFF REPORT**

Subject Property: 215 Crescent Street  
Property Owner: Cecil Bontreger  
Date of Hearing: March 13, 2025

**Summary of Original Findings & Required Actions:**

An Order of the City of Goshen Building Commissioner requiring demolition of an unsafe building was issued for the property at 215 Crescent Street, Goshen, Indiana (the "Property") on August 1, 2024. The Building Commissioner's Order found the violation to be a "vacant residential structure that has been vacant with no water usage for approximately twenty (20) years, which recently sustained a fire, causing significant damage." The Order noted that due to the fire, the structure had no roof; burnt, charred members throughout the structure that were beyond repair; that all fire resistant qualities were gone; and that the fire damage rendered the building in danger of collapse. The Building Commissioner's Order determined the structure to be an unsafe building in a condition warranting demolition.

A hearing was held relative to that order on August 29, 2024, where the Hearing Authority affirmed the Building Commissioner's Order and required demolition of the unsafe structure at the Property. The matter was reviewed for compliance before the Hearing Authority on February 13, 2025; following the hearing, the matter was tabled to March 13, 2025 for further review.

**Current Status & Owner's Compliance:**

The required demolition of the unsafe structure at the Property has not occurred. A demolition permit was obtained for the Property on January 31, 2025. The utility lines have been retired for the Property. All necessary legal steps to perform the demolition have occurred. The Property Owner has indicated that the delay in demolition is due to the delay in retiring the utility lines to the adjacent property – 213 Crescent Street – which also sustained a fire and is also subject to an Order requiring demolition. The same contractor has been employed to accomplish the demolition at both properties and Owner and contractor desire to effectuate the demolition at both properties at the same time to save expense.



Since the hearing on February 13, 2025, the Property Owner has provided a weekly update to Staff concerning efforts to obtain retirement of utility lines at 213 Crescent Street. Staff has confirmed with a NIPSCO scheduler that the utility line retirement at 213 Crescent Street has been scheduled multiple times but then cancelled, likely due to NIPSCO pulling crew to different locations. The Property Owner provided on March 12, 2025, that the retirement of utility lines for 213 Crescent Street is now scheduled for March 21, 2025.

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Staff Analysis & Recommendations:

As of today's hearing, the demolition has not occurred as ordered. Staff acknowledges that the delay over the last couple months results primarily from efforts by the Property Owner to coordinate demolition activities with the adjacent property at 213 Crescent Street to minimize expense. Staff further recognizes delays attributed to utility retirement issues are beyond the direct control of the owner and lie primarily with NIPSCO.

The Property Owner has demonstrated active engagement with staff, including providing weekly updates over the past several weeks on efforts to coordinate utility retirements at 213 Crescent Street. Staff has confirmed independently with NIPSCO that utility retirement at 213 Crescent Street is now scheduled for March 21, 2025.

Staff notes, however, that regardless of utility retirement status at 213 Crescent Street, the structure at 215 Crescent Street can be demolished independently. Staff does not feel that a civil penalty is appropriate at this time because Staff does not believe the Property Owner has willfully failed to comply with the Order; the Property Owner has made reasonable effort to comply. Legal remedies against NIPSCO, such as pursuing an immediate mandatory injunction through local courts or the Indiana Utility Regulatory Commission (IURC), would be time-consuming, costly, and uncertain, making such actions impractical for this situation.

Staff **recommends** granting a limited extension of the compliance deadline until April 16, 2025, subject to the following conditions:

1. The Property Owner shall immediately notify Staff upon completion of utility line retirement at 213 Crescent Street.
2. Regardless of the status of utility line retirement at 213 Crescent Street, demolition of the Unsafe Structure at 215 Crescent Street must commence no later than March 26, 2025, and be fully completed by April 16, 2025.
3. Weekly updated shall continue to be provided by the Property Owner to City staff until demolition is complete.

Should the Property Owner fail to comply fully with these conditions, Staff recommends the Hearing Authority hold a hearing on April 24, 2025 to determine if a civil penalty shall be imposed against the Property Owner.