



City of Goshen Board of Public Works & Safety

Regular Meeting Agenda

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

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

To access online streaming of the meeting, go to <https://goshenindiana.org/calendar>

Call to Order by Mayor Gina Leichty

Approval of Minutes: Dec. 18, 2025 Regular Meeting

Approval of Agenda

1) Kindred Wool Co. request: Permit the encroachment of a projecting sign in the sidewalk right of way for the business at 108 West Washington Street

2) Planning & Zoning Department request: Deny a subordination request for a CDBG-owner-occupied rehab project from Activity #267, Program Year 2018

3) Legal Department request: Adopt Resolution 2026-02, *A Resolution approving and adopting a Vacant House Inspection Program*

4) Legal Department request: Ratify the Mayor's execution of the renewal print subscription with West Publishing Corporation for West Indiana Code books and updates

5) Legal Department request: Accept the easement for City water utility purposes at 815 S. 10th Street from AP CYCLEWORKS LLC, and authorize the Mayor to execute the acceptance

6) Legal Department request: Pass Resolution 2026-01, *Documenting the Submission of the 2025 Annual Certifications by City of Goshen Elected Officers*

7) Legal Department request: Approve and authorize Mayor Leichty to execute the attached agreement with Abonmarche Consultants, Inc. to allow the City to enter into an agreement for Madison Street Bank Repair Permitting

8) Legal Department request: Approve and authorize the Mayor to execute the agreement with Abonmarche Consultants, Inc. to enter into an agreement for Carter Road Drainage Ditch Outfall Reconstruction

Privilege of the Floor

Approval of Civil City and Utility Claims

Adjournment



CITY OF GOSHEN BOARD OF PUBLIC WORKS & SAFETY
MINUTES OF THE DECEMBER 18, 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.

Before any Board action, the Mayor said, "Before we jump into our agenda today, I just want to offer a thanks to our Clerk-Treasurer's team and to the Legal Department, who have worked exceptionally hard over the last couple weeks to make sure that all of our internal departments are supported, and that all the last-minute claims and requests are processed at this last meeting of the year. So, I know they have been putting in an exceptional amount of work, so I just want to offer thanks."

REVIEW/APPROVE MINUTES: Mayor Leichty presented the minutes of the Dec. 11, 2025 meeting as prepared by the Clerk-Treasurer. Board member Mary Nichols made a motion to approve the minutes as presented. Board member Orv Myers seconded the motion. The motion passed 5-0.

REVIEW/APPROVE AGENDA: Mayor Leichty presented the agenda with the addition of three items: #8, *Legal Department request: Approve and authorize Mayor Leichty to execute an agreement with Eyedart Creative Studio for 2026 City of Goshen Marketing Services at a cost of \$45,000*; #8, *Legal Department request: Approve and authorize Mayor Leichty to execute an agreement with AllOne Health for the 2026 City of Goshen Employee Assistance Program (EAP)* and #10, *Legal Department request: Approve and authorize Mayor Leichty to execute an agreement with AllOne Health for the 2026 City of Goshen Police Department Employee Assistance Program (EAP)*. Board member Nichols made a motion to approve the agenda as amended. Board member Myers seconded the motion. The motion passed 5-0.

1) Downtown Goshen, Inc. request: Approve Jan. 2, 2026 First Friday street closures

Amanda Rose, Director of First Fridays for Downtown Goshen Inc., asked the Board to approve a street closure and parking space closures for the First Friday Fire and Ice Festival on Jan. 2, 2026.

Rose asked for the closure of East Washington Street, from 5th Street to Main Street, from noon to 10 pm., and the use of six parking spaces on the north side of East Washington Street, from 7:30 a.m. to 10 p.m. She requested the closures for First Friday activities.

Rose indicated that there are businesses on the street affected by the closure, and they have been informed in advance. She also requested that the city Street Department provide street barricades at each end of the closure and at the alley as well as cones in the six parking spots.

Nichols/Myers made a motion to approve the street and parking space closures for the Jan. 2, 2026 First Friday Fire and Ice Festival. The motion passed 5-0.

2) Legal Department request: Approve agreements with: Goshen Theater, Inc. for \$50,000; Chain Reaction Bicycle Project, Inc. for \$4,300; and The Goshen Interfaith Hospitality Network, Inc., d/b/a First Light Mission, for \$30,000 to support the work described in each agreement, and authorize Mayor Leichty to execute each agreement

City Attorney Bodie Stegelmann told the Board that the City of Goshen has many organizations that provide services or programs to its residents more efficiently than what the City could provide such services. He said the City has supported such organizations with funds in the past and wishes to continue to do so.



Stegelmann said organizations considered for support undergo an application process, which includes a detailed description of how these funds will be used. Organizations chosen must account for how the funds were used. Stegelmann said the City seeks to enter into agreements with Goshen Theater, Inc., Chain Reaction Bicycle Project, Inc., and with The Goshen Interfaith Hospitality Network, Inc., d/b/a First Light Mission, pursuant to the agreements provided with a memorandum accompanying the agreements.

For 2026, the Goshen Theater, Inc. seeks \$50,000, Chain Reaction Bicycle Project, Inc. seeks \$4,300 and The Goshen Interfaith Hospitality Network, Inc., d/b/a First Light Mission, seeks \$30,000.

Mayor Leichty said, "These items are all presented at the Community Relations Commission meeting as well. There's a public presentation, and so these come to you today with their affirmation and support as well."

Before the meeting, the Legal Department provided an amended/revised memorandum to the Board, dated Dec. 18, 2025, with a corrected amount (\$4,300) to be provided to the Chain Reaction Bicycle Project, Inc. A previous memorandum mistakenly listed the amount of support at \$4,259.18 (EXHIBIT #1).

Nichols/Myers made a motion to approve agreements with Goshen Theater, Inc. in the amount of \$50,000, with Chain Reaction Bicycle Project, Inc. in the amount of \$4,300, and with The Goshen Interfaith Hospitality Network, Inc. d/b/a First Light Mission, in the amount of \$30,000 to support the work described in each agreement and authorize Mayor Leichty to execute each agreement. The motion passed 5-0.

3) Legal Department request: Approve and authorize Mayor Leichty to execute an agreement with Studio Ace of Spades, LLC for upgrading the City Parks website for \$27,700

City Attorney Bodie Stegelmann said the City wants to enter into an agreement with Studio Ace of Spades, LLC to perform necessary services to modernize, improve ADA compliance, enhance resident usability and implement a new events platform for the Goshen Parks & Recreation website. He said the services were more particularly described in the contractor's proposal attached to the agreement as Exhibit A.

Stegelmann said the total cost would be \$27,700.

Nichols/Myers made a motion to approve and authorize the Mayor to execute the Agreement with Studio Ace of Spades, LLC to upgrade the City Parks Department website at a cost of \$27,700. The motion passed 5-0.

4) Engineering Department request: Approve a contract with Cut-Rite Tree Service/Homer II LLC for the College Avenue Phase I Tree Clearing project in the amount of \$45,201.38

City Engineering Project Manager Andrew Lund reminded the Board that on Dec. 11, 2025, it received proposals for the College Avenue Phase I Tree Clearing project. The proposal totals, as presented last week, were:

- Cut-Rite/Homer II LLC - \$45,201.38
- Above & Beyond Tree Service - \$175,449.75

The Engineering Department asked the Board to award the contract to Cut-Rite Tree Service/Homer II LLC as the lowest responsive and responsible bidder.

In response to a question from Mayor Leichty, Lund confirmed that the very different bids were for the same project.

Nichols/Myers made a motion to approve the contract with Homer II LLC/Cut-Rite Tree Service for the College Avenue Phase I Tree Clearing project in the amount of \$45,201.38. The motion passed 5-0.

5) Engineering Department request: Approve an agreement with Niblock Excavating for the College Avenue Sewer Encasement project in the amount of \$190,529

City Engineering Project Manager Andrew Lund reminded the Board that on Dec. 11, 2025 it received a single proposal for the College Avenue Sewer Encasement project. The following was the result:

- Niblock Excavating - \$190,529.00

The itemized bid tab was provided to the Board.



The Engineering Department requested that the Board award the contract to Niblock Excavating as the lowest responsive and responsible bidder.

Board member Landis asked if the submitted bid met the Engineering Department's cost estimate. Lund said it was about 20% over the estimate, "but it's not out of the ballpark as far as what we thought it might be."

Nichols/Myers made a motion to approve an agreement with Niblock Excavating for the College Avenue Sewer Encasement project in the amount of \$190,529. The motion passed 5-0.

6) Engineering Department request: Approve an agreement with DC Construction for the 2025 Community Sidewalk Improvement project in the amount of \$1,171,800

City Director of Public Works & Utilities Dustin Sailor reminded the Board that on Dec. 11, 2025 it received proposals for the 2025 Community Sidewalk Improvement. The following were the results:

- DC Construction - \$1,171,800.00
- TX Concrete - \$1,294,208.53
- Premium Concrete - \$1,587,290.00
- Phend & Brown - \$1,751,097.00
- C&E Excavating - \$2,243,615.00

The itemized bid tab was provided for the Board.

Sailor asked the Board to award the contract to DC Construction as the lowest responsive and responsible bidder.

Nichols/Myers made a motion to approve an agreement with DC Construction for the 2025 Community Sidewalk Improvement project in the amount of \$1,171,800. The motion passed 5-0.

7) Engineering Department request: Approve a contract with DC Construction for the 2026 Asphalt Paving project in the amount of \$1,575,674.63

City Civil Engineer Brad Minnick reminded the Board that on Dec. 11, 2025 it received proposals for the 2026 Asphalt Paving project. The following were the results:

- DC Construction - \$1,575,674.63
- Niblock Excavating - \$1,722,369.00
- Rieth-Riley - \$1,763,684.74

The itemized bid tab was provided for the Board.

Minnick asked the Board to award the contract to DC Construction as the lowest responsive and responsible bidder.

Nichols/Myers made a motion to approve a contract with DC Construction for the 2026 Asphalt Paving project in the amount of \$1,575,674.63. The motion passed 5-0.

8) Legal Department request: Approve and authorize Mayor Leichty to execute an agreement with Eyedart Creative Studio for 2026 City of Goshen Marketing Services at a cost of \$45,000

City Attorney Bodie Stegelmann recommended that the Board approve and authorize Mayor Leichty to execute an agreement with Eyedart Creative Studio to allow the City to enter into an agreement for 2026 City of Goshen Marketing Services. He said the services were more particularly described in Exhibit A attached to the agreement. The total 2026 cost for marketing services is \$45,000. The agreement will be paid monthly at a cost of \$3,750. For the record, the Mayor said neither she nor her spouse owns Eyedart Creative Studio.

NOTE: Before the meeting, the Legal Department provided Board members with a one-page memorandum, dated Dec. 18, 2025, the seven-page agreement with Eyedart and two pages of exhibits (EXHIBIT #2).

Nichols/Myers made a motion to approve and authorize Mayor Leichty to execute and approve the agreement with Eyedart Creative Studio to allow the City to enter into an agreement for 2026 City of Goshen Marketing Services. The motion passed 5-0.



9) Legal Department request: Approve and authorize Mayor Leichty to execute an agreement with AllOne Health for the 2026 City of Goshen Police Department Employee Assistance Program (EAP)

City Attorney Bodie Stegelmann recommended that the Board approve and authorize Mayor Leichty to execute the agreement with AllOne Health to allow the City to enter into an agreement for the 2026 City of Goshen Police Department Employee Assistance Program (EAP), more particularly described in an attached agreement.

The total cost for the 2026 Police Department EAP is a monthly per employee fee of \$5.00 per employee at an estimated 77 full time personnel for a total monthly cost of \$385, which is an annual cost of \$4,620.

NOTE: Before the meeting, the Legal Department provided Board members with a one-page memorandum, dated Dec. 18, 2025, and a 17-page agreement with AllOne Health for the 2026 City of Goshen Police Department Employee Assistance Program (EXHIBIT #3).

Nichols/Myers made a motion to approve and authorize Mayor Leichty to execute the agreement with AllOne Health to allow the City to enter into an agreement for the 2026 City of Goshen Police Department Employee Assistance Program (EAP). The motion passed 5-0.

10) Legal Department request: Approve and authorize Mayor Leichty to execute an agreement with AllOne Health for the 2026 City of Goshen Employee Assistance Program (EAP)

City Attorney Bodie Stegelmann recommended that the Board approve and authorize Mayor Leichty to execute an agreement with AllOne Health to allow the City to enter into an agreement for the 2026 City of Goshen Employee Assistance Program (EAP), more particularly described in an attached agreement.

The total cost for the 2026 City EAP is a monthly program flat fee of \$168 for a total annual cost of \$2,016.

Clerk-Treasurer Aguirre said that about a year ago there was a presentation about the employee assistance and mental health counseling police officers were offered. He asked if this was a service still used by a lot of officers or whether it was mostly just used in instances when there has been a traumatic incident.

Stegelmann said he thought the service continued to be used both by police officers and Civil City employees. He added that "we really don't know who uses it or for what types of services. I think the only report the City gets is that a person used the service."

Mayor Leichty said, "We could look up a utilization report for you, Richard, if you'd like that."

NOTE: Before the meeting, the Legal Department provided Board members with a one-page memorandum, dated Dec. 18, 2025, and a 17-page agreement with AllOne Health for the 2026 City of Goshen Employee Assistance Program (EXHIBIT #4).

Nichols/Myers made a motion to approve and authorize Mayor Leichty to execute the attached agreement with AllOne Health to allow the City to enter into an agreement for the 2026 City of Goshen Employee Assistance Program (EAP). The motion passed 5-0.

11) Goshen Utilities request: Approve Goshen Water and Goshen Wastewater's proposed 2026 budgets

At 4:15 p.m., Mayor Leichty invited a presentation on the proposed 2026 Budgets for the Goshen Water and Wastewater Utilities.

BACKGRROUND:

In a one-page memorandum to the Board, dated Dec. 18, 2025, City Director of Public Works & Utilities Dustin Sailor presented the proposed 2026 budgets for the Goshen Water and Wastewater Utilities.

Sailor wrote that the proposed Wastewater Utility operating budget totaled \$7.39 million, while the Water Utility operating budget totaled \$5.16 million, exclusive of capital expenditures funded through depreciation reserves, state revolving loan programs, and Redevelopment Commission resources.



Sailor wrote that both utilities “maintain strong depreciation fund balances — approximately \$9.9 million for Wastewater and \$6.39 million for Water — in alignment with established reserve targets to support multi-year capital plans and emergency preparedness.” In 2026, he wrote that planned capital investments “are significant, totaling approximately \$5.26 million for Wastewater and \$12.2 million for Water, with major projects including the replacement of digester infrastructure, sewer lining, lead and copper compliance work, wellfield development, and water tower rehabilitation.” These investments, he wrote “are essential to maintaining regulatory compliance, system reliability, and long-term asset sustainability.”

Sailor further wrote that representatives from both utilities would be present at the Board meeting to answer questions. After the presentation and discussion, he said Goshen Water and Wastewater would ask the Board to approve the proposed 2026 budgets as presented.

Executive Summary: 2026 Water and Wastewater Utility Operating Budgets

The City of Goshen's 2026 proposed operating budgets for the Water and Wastewater Utilities reflect a continued focus on maintaining reliable service, addressing inflationary pressures, and advancing critical infrastructure investments. The proposed Wastewater Utility operating budget totals \$7.39 million, while the Water Utility operating budget totals \$5.16 million, exclusive of capital expenditures funded through depreciation reserves, state revolving loan programs, and Redevelopment Commission resources. Both utilities maintain strong depreciation fund balances-approximately \$9.9 million for Wastewater and \$6.39 million for Water-in alignment with established reserve targets to support multi-year capital plans and emergency preparedness. In 2026, planned capital investments are significant, totaling approximately \$5.26 million for Wastewater and \$12.2 million for Water, with major projects including digester infrastructure replacement, sewer lining, lead and copper compliance work, wellfield development, and water tower rehabilitation. These investments are essential to maintaining regulatory compliance, system reliability, and long-term asset sustainability.

Revenue trends over the past three years indicate relative stability for both utilities, despite notable changes such as the closure of Dairy Farmers of America in early 2025, which reduced wastewater revenues but also produced operational cost savings. Scheduled rate increases implemented since 2023 have helped offset inflationary pressures. However, with the conclusion of previously approved rate schedules, new rate increases are proposed for 2026-\$8.19 per 100 cubic feet for Wastewater and \$3.67 per 100 cubic feet for Water-to ensure continued operational viability and support ongoing capital needs.

Residential Water and Wastewater Protection Funds continue to provide assistance to customers facing service line repairs. However, balances-particularly in the Water Utility have been strained by increased costs associated with lead and copper compliance requirements. Fee adjustments for 2026 will be evaluated and presented to the Board of Works and Safety.

Looking ahead, both utilities face emerging operational challenges, including potential utility relocations associated with the planned U.S. Highway 33 widening project, increased system demands from new development, and evolving federal and state regulatory requirements related to lead and copper, and long-term water production capacity. Proactive planning, sustained capital investment, and prudent rate adjustments position the City of Goshen's utilities to manage these risks while continuing to provide safe, reliable, and cost-effective services to the community.

DISCUSSION AND BOARD APPROVAL OF BUDGETS ON DEC. 18, 2025:

City Director of Public Works & Utilities Dustin Sailor said that before this meeting he provided Board members with revised 2026 budget information as well as information about the 2025 budget for comparison. He said the wastewater operating total was \$7.32 million and the water operating budget was right at \$5 million.



"In both cases, what was previously provided to you has gone down," Sailor said. "When we looked through the budget worksheets, there's a couple lines in there that show up in the ERP (Enterprise Resource Planning) system, and that is just a balancing line, and so it really doesn't add to the budget, and so that's why we saw a budget reduction." Sailor said the budget total also does not reflect what is spent for capital plans, so that the five-year total is provided in Appendix 2. He said two years' worth of capital plans are good, but there is less uncertainty going out three, four or five years, although the City's plan list some bigger projects.

Sailor said both utilities also had strong depreciation fund balances. "We're at approximately \$9.9 million in the wastewater utility and \$6.39 for the water, (which is) in alignment with the established services target support multi-year capital plans and emergency preparedness. So, typically what we're looking for in our wastewater depreciation is that we have at least one full year of capital improvement built into that."

When it comes to capital planning for 2026, Sailor said the City has \$5.26 million in wastewater and \$12.2 million in water. "And the reason why that one is so high is we're working on Northside neighborhoods, so we were able to receive a State Revolving Fund loan grant. And in that grant, there was also a loan portion of that, so that's why that number is so high. Typically, what we have a lot as pay-as-you-go is about \$1.4 million for funds over and above our budgeted amount."

Sailor said some of the major projects include the replacement of the digester cover and a large sewer lining project on 8th Street. Also, the City is replacing almost 458 lead copper lead galvanized service lines in the Northside neighborhood and will be acquiring a property before the end of the year to expand the Kercher Wellfield. And in 2026, the City will start investigating the aquifer below it. He said these investments "are essential to making regulatory compliance, system reliability and long-term asset sustainability."

In response to a question from Mayor Leichty, Sailor said the financial report the Mayor was seeking is not in the Incode financial management system at this point and, as in prior years, won't be available until late January or mid-February. He thanked Water & Sewer Office Manager Kelly Saenz for providing the information.

Mayor Leichty said, "So this is a new process that our team is going through and presenting this to the Board of Works. As we are responsible to make spending decisions about this budget, I want to make sure that we understand the context in which we are operating ... Typically, this isn't something completed until later in the year. They're not on the same cycle as the Civil City, and so they accelerated that process to accommodate us by year end.

"So, I just want to extend my thanks to them for doing this," the Mayor said. "We are asking for a vote of approval, at this time. I don't know if you need additional time or consideration to digest the information you have before you, but, I do think this is a very helpful and comprehensive report, so thank you."

The Mayor invited other city staff to provide highlights of their capital projects.

Marvin Shepherd, Superintendent of the City Water Treatment and Sewer Department, said one of the biggest projects is the new Kercher Wellfield, including the purchase of a property to expand it. He said there also will need to be related work on filters to make sure there is effective generation of water.

The Mayor said, "We should schedule a tour for this team. If you haven't visited the water and wastewater treatment plants, it's pretty fascinating to see what the City does. They manage a lot."

Board member Landis said he read that the City of Elkhart recently distributed information about lead in its water pipes and he wondered how that correlated to what the City of Goshen is doing.

Shepherd responded, "Knock on wood, we don't have any lead pipes whatsoever. We have what they call lead (service line) goosenecks, which are a connector. Other cities have full-lead lines, and they had to inform their customers of that. They didn't have their inventory completed to send to IDEM (Indiana Department of Environmental Management) so, they sent information to their customers."

Board member Landis said he understood that the City of Goshen was ahead of other communities in the testing and notification process.



Shepherd said, "The reason we don't have to do a notification is because we are fully in compliance. We get all of our stuff done way ahead, and then we also had the flow modeling that we did with GIS (Geographic Information System mapping technology) ... and then we did not have to report to the customers, because we don't have any (lead in pipes)."

Board member Landis suggested Goshen provide information about this in case customers are wondering. For the benefit of others, Mayor Leichty asked Shepherd to explain why people who have lead gooseneck service lines at their homes are not facing any health problems. The Mayor said she knew it is not just a matter of notifications and being ahead of the game, "but it has to do with the pH in the water and how that is managed by the City water department and protects people from potential exposure to lead hazards."

Shepherd said, "All the lead goosenecks that we have, they have a coating on the inside. It's the calcium and the (water) hardness. They coat the inside of that pipe, and so you are not going to see any of the effects of the lead, because it's coated."

"On top of that, we test every day at both plants for pH, and we're around 7.3, so we're neutral. And we submit those (results) to the state every month. So far, so good. And then we do tests every three years for lead and copper. This past year we picked the oldest sites throughout the City, just to kind of target, you know, galvanized lines. We have I think three hits, but it was still way below the (permissible lead) levels."

Mayor Leichty said, "I received an education a few years ago from our water department and from Dustin (Sailor) and Marv (Shepherd) that the issue that happened in Flint (Michigan) had to do with their water source. They changed from using water in their aquifer to drawing water from their river and then trying to improve the quality of their water from their river. And the pH was significantly changed enough that it actually leached the lead from the pipes. We do not do that. We draw water from our aquifer and we'll continue to do so. We're not drinking water from the Elkhart River, so that adds an added layer of protection."

Jim Kerezman, Superintendent of the City Wastewater Treatment Plant, said his major project is replacement of a digester cover – "the blue membrane domes you see as you drive by our plant. We had one that had a rip in it. We went out for bid ... Basically, it's my only big project on the books."

Water & Sewer Office Manager Kelly Saenz said she didn't have any major pending projects.

There were no more questions or comments from the Board.

Mayor Leichty invited questions or comments from the audience. There were none.

Mayor Leichty invited a motion from the Board.

Nichols/Myers made a motion to approve Goshen Water and Goshen Wastewater's proposed 2026 budgets as presented. 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 4:29 p.m. There were no comments.

APPROVAL OF CIVIL & UTILITY CLAIMS

Mayor Leichty made a motion to approve Civil City and Utility claims and adjourn the meeting. Board member Myers seconded the motion.

ADJOURNMENT

Mayor Leichty adjourned the meeting at 4:29 p.m.



EXHIBIT #1: An amended/revised Legal Department memorandum to the Board, dated Dec. 18, 2025, for agenda item #2, Approve agreements with: Goshen Theater, Inc. for \$50,000; Chain Reaction Bicycle Project, Inc. for \$4,300; and The Goshen Interfaith Hospitality Network, Inc., d/b/a First Light Mission, for \$30,000 to support the work described in each agreement, and authorize Mayor Leichty to execute each agreement. The memo corrected the amount (\$4,300) to be provided to the Chain Reaction Bicycle Project, Inc. The previous memorandum mistakenly listed the amount of support at \$4,259.18.

EXHIBIT #2: Before the meeting, the Legal Department provided Board members with a one-page memorandum, dated Dec. 18, 2025, a seven-page agreement and two pages of exhibits for added agenda item #8, Approve and authorize Mayor Leichty to execute an agreement with Eyedart Creative Studio for 2026 City of Goshen Marketing Services at a cost of \$45,000.

EXHIBIT #3: Before the meeting, the Legal Department provided Board members with a one-page memorandum, dated Dec. 18, 2025, and a 17-page agreement with AllOne Health for added agenda item #9, Approve and authorize Mayor Leichty to execute an agreement with AllOne Health for the 2026 City of Goshen Police Department Employee Assistance Program (EAP).

EXHIBIT #4: Before the meeting, the Legal Department provided Board members with a one-page memorandum, dated Dec. 18, 2025, and a 17-page agreement with AllOne Health for added agenda item #10, Approve and authorize Mayor Leichty to execute an agreement with AllOne Health for the 2026 City of Goshen Employee Assistance Program (EAP).

APPROVED:

Mayor Gina Leichty

Mike Landis, Member

Orv Myers, Member



Mary Nichols, Member

Barb Swartley, Member

ATTEST:

Richard R. Aguirre, City of Goshen Clerk-Treasurer

Date: 1/5/2026

To: Board of Public Works and Safety
City of Goshen

Dear Members of the Board,

I am writing to formally request permission to install a projecting sign at our business located at:

Kindred Wool Co.
108 W Washington St

The purpose of the sign is to clearly identify our business location and improve visibility for customers.

The proposed sign would be mounted to the exterior wall above the main entrance door and would project outward perpendicular to the building façade.

For reference, the sign would be installed at an approximate height of 11-12 feet above ground level, ensuring adequate clearance for pedestrian traffic and compliance with safety considerations. The sign will be securely mounted by Signtech

Roxane Miller
Co-owner of Kindred Wool Co.

**ENGINEERING & ZONING CLEARANCE - BUILDING PERMIT APPLICATION
CITY OF GOSHEN, INDIANA**

Landowner/Applicant: Kindred Wool Co. LLC Phone: 574-536-3970 Date: 12-23-25

Mailing Address: 108 W. Washington St. Goshen, IN Zip Code: 46526

PROPOSED USE/CONSTRUCTION:

Building Address: 108 W. Washington Street Twp: Elkhart

PROPOSED CONSTRUCTION: Zoning District: HD

Contractor: Signtech Sign Service Address: 1508 Bashor Rd. Goshen, IN 46528

Phone: 574-537-8080 Email: signtech@signtechsigns.com Approx. Cost: _____

Lot No. _____ Corner ☐ Interior ☐ Through ☐ Subdivision: _____

Lot Width: _____ Lot Depth: _____ SF/Acres: _____ Existing Use: _____

Public Sewer ☐ Public Water ☐ Well ☐ Septic System ☐ Flood Zone Designation: _____

Dedicated Road ☐ Private Road ☐ Sidewalk Required ☐ Landscaping Required ☐

Size: 18" X 29" Square Footage: 3,163 Coverage: <1% Height: 12.5 ft/story

Setbacks measured from the furthest projection to the property line:

Front 48" Rear _____ Side _____ Side _____

Conventional ☐ Manufactured Home Type I (HUD Certified) ☐ Modular Home (PL 360 Certified) ☐ Mobile Home ☐

For Manufactured/Modular/Mobile Homes, Installer's State ID #: _____

Deck _____ sq. ft. Patio _____ sq. ft. Porch _____ sq. ft. Basement: _____ Finished ☐ _____ sq. ft.

1st story _____ sq. ft. 2nd story _____ sq. ft. Garage: Attached ☐ Detached ☐ _____ sq. ft. Total sq. ft.: _____

Subcontractors: Electrical _____ Mechanical _____ Plumbing _____

Temp electric: Yes ☐ No ☐ Central air: Yes ☐ No ☐ IPC ☐ IRC ☐ Total # plumbing fixtures _____

Principal Building ☐ Accessory Structure ☐ Addition ☐ Remodeling ☐ Rental unit: Yes ☐ No ☐

Parking required _____ Parking provided: _____

Parking/Driving aisle setbacks: Front _____ ft Rear _____ ft Side _____ ft Side _____ ft

The information on this application together with attachments thereto are true and complete. I agree that all structures and uses, as indicated, will comply with the standards and restrictions for the Zoning District in which they are located, and that any deviation there from will render this certificate null and void.

Date: 12-23-25 Signed: Ramon Min Owner/agent

ENGINEERING CLEARANCE

The following have been approved by Goshen Engineering:

Water/Sewer ☐ Site Plan ☐ Stormwater Clearance ☐ Post-construction Plan ☐

Driveway Permit: Commercial ☐ Residential ☐ Industrial ☐ Date Issued: _____

Engineering Project Number: _____

Conditions of Approval: _____

I have examined the above application for compliance with Engineering Department requirements. On the basis of the information submitted it is hereby determined that Engineering Department requirements have been met to allow a Zoning Clearance to be granted.

Date: _____ Signed: _____ By/For City Engineer

ZONING CLEARANCE

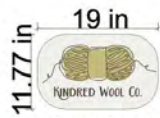


29.06 in



19 in

48 in



(1) Printed Graphic
made for 2nd Surface
Style application per
customer request



108 W Washington St. Goshen, IN





Theresa Cummings, Community Development Specialist
PLANNING & ZONING DEPT., 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.goshenindiana.org

MEMORANDUM

TO: Board of Public Works and Safety

FROM: Theresa Cummings, Community Development Specialist

DATE: January 8, 2026

RE: Community Development Block Grant (CDBG) Subordination Request

A subordination request has been submitted for a CDBG owner-occupied rehab project from Activity #267, Program Year 2018. The subordination is being requested to refinance an existing mortgage, including consolidating debt and cash out for home improvements.

The CDBG mortgage is a deferred payment loan in the amount of \$15,289.73 and is payable upon conveyance, death of owner, or foreclosure. The CDBG mortgage is currently in second position and will remain in second position after subordination.

The existing mortgage has a balance of \$40,437 with an interest rate of 4.625% and a term of 30 years which began in 2019. The proposed new mortgage will be in the amount of \$85,000 with an interest rate of 6.75% and a term of 30 years. Monthly payments increase from \$516 a month to \$722. Closing costs of \$3,780 and discount points of \$1,934 are being charged, totaling \$5,714.

An official appraisal was not done for the refinance. The mortgage company did supply a PIW (property inspection waiver) and valued the home at \$150,000. Based on Elkhart County records, the improvement value of the home is approximately \$89,100. The discrepancy between the two values is \$60,900.

For the following reasons, it is my recommendation that the subordination request be denied:

1. The interest rate is increasing from 4.625% to 6.75%
2. The monthly payment is increasing from \$516 to \$722 a month
3. The mortgage term is increasing from the remaining 24 years to 30 years
4. The assessed value, based on Elkhart County records of \$89,100, does not provide adequate equity to cover the cost of the new mortgage at \$85,000 plus the CDBG mortgage of \$15,289.73, a total of \$100,289.73.

The homeowner intends to use approximately \$11,600 towards debt consolidation and \$27,200 towards home improvements such as replacing the furnace, siding, remodeling the kitchen and updating paint. If the Board decides to approve the subordination request, the requestor will be required to prepare and record the subordination document and provide a recorded copy to the Community Development Specialist.



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 • www.goshenindiana.org
Phone (574) 537-3855 • Fax (574) 533-8626 • TDD (574) 534-3185

January 8, 2026

To: Board of Public Works and Safety

From: Don Shuler, Assistant City Attorney

Subject: Resolution 2026-02 – Approving Vacant House Inspection Program

The City maintains a program to inspect vacant residential properties pursuant to the Neighborhood Preservation Ordinance and the Indiana Unsafe Building Law. In review with the Building Department, we reviewed and updated the program document, which had not been revised since it was adopted in 2016.

Primary updates include:

- Vacancy threshold lowered to two (2) years, with clear exceptions permitting earlier inspection (prior enforcement, unsecured, complaints)
- Streamlines re-inspections to one (previously two), and ties next steps to NPO procedures following that re-inspection
- Clarifies that appeals are handled under the NPO/Unsafe Building Law framework
- Confirms program is guidance, not a legal prerequisite to enforcement

A track-changed version of the program document is provided for reference, with the proposed resolution adopting the revised version.

Suggested Motion:

Move to adopt Resolution 2026-02, Resolution Approving and Adopting a Vacant House Inspection Program

RESOLUTION 2026-02

A Resolution Approving and Adopting a Vacant House Inspection Program

Whereas, the City of Goshen (“City”) has adopted the Neighborhood Preservation Ordinance, codified at Goshen City Code Title 6, Article 3, Chapter 1, which establishes minimum standards for all buildings and other structures and authorizes inspection and enforcement activities for the protection of public health, safety, and welfare;

Whereas the Neighborhood Preservation Ordinance specifically adopts and incorporates the provisions of the Indiana Unsafe Building Law (Indiana Code § 36-7-9-1 *et seq.*), which provides a framework for addressing vacant and blighted buildings that are not maintained to allow human habitation, occupancy, or use;

Whereas, the Indiana Unsafe Building Law recognizes that unoccupied structures that are not maintained can constitute a public nuisance and a hazard to public health, safety, and welfare;

Whereas, the City’s Building Department administers inspections and enforcement activities related to vacant residential structures as part of implementing the Neighborhood Preservation Ordinance and the Indiana Unsafe Building Law;

Whereas, the City previously implemented a Vacant House Inspection Program in 2016; and

Whereas, the City Board of Public Works and Safety desires to approve and adopt an updated Vacant House Inspection Program to support consistent administration of inspections and related enforcement activities;

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

1. The Board hereby approves and adopts the Vacant House Inspection Program in its updated form, as attached to this Resolution.
2. The Vacant House Inspection Program will be administered by the Goshen Building Department, including the Building Commissioner and/or designee, consistent with applicable ordinances and law.

3. This Resolution shall be effective immediately upon adoption.

PASSED by the Goshen Board of Public Works and Safety on January 8, 2026.

Gina M. Leichty, Mayor

Mary Nichols, Member

Orv Myers, Member

Michael A. Landis, Member

Barb Swartley, Member



Vacant House Inspection Program

Overview

The City of Goshen has adopted the Neighborhood Preservation Ordinance (Goshen City Code Title 6, Article 3), which requires that all structures meet certain minimum property maintenance standards. It is the expressed policy of the City of Goshen to inspect all residential properties that have been vacant for two or more years to ensure that they are in compliance with the maintenance standards prescribed by the Neighborhood Preservation Ordinance. However, if any of the following apply, the residential property is subject to inspection under this program even if the subject property has been vacant for less than two years: (1) if the city has taken enforcement action to correct ordinance violations related to the exterior of a vacant property (trash, weeds, painting, etc.); (2) city representatives or employees have personally observed that the residential structure is unsecured; or (3) if the City has received a complaint about a vacant property.

Inventory of Vacant Properties

The Goshen Building Department will maintain an inventory of vacant residential properties that will include the following information:

1. Property address
2. Name and address of property owner
3. Date of vacancy
4. How vacancy was determined
5. Date of inspection

Vacancy will be determined based on information from one or more possible sources, including:

1. Reports from neighborhood residents
2. Records from the City water utility
3. Inspection records from the City Building Department
4. Other publicly available information

Inspection Procedures

Once a property has been found to have been vacant for two or more years, the following inspection procedures will be followed by the Goshen Building Department:

1. The property owner will be contacted by phone or mail to request an inspection.
2. The Building Department will make all reasonable attempts to schedule an inspection to accommodate the owner's schedule.
3. No registration fees or fees for the initial inspection will be assessed.
4. The Building Department Inspection Officer will complete an interior and exterior inspection of the premises and determine if the property is habitable and safe, as defined by the Neighborhood Preservation Ordinance.
5. The Inspection Officer will provide the owner with a copy of the inspection report detailing any deficiencies found during the inspection.
6. The inspection report will establish a date for a re-inspection to confirm that all violations have been abated. The date of re-inspection will allow for a reasonable amount of time to make the necessary repairs, and will be a minimum of thirty (30) days after the initial inspection report was served upon the owner.
7. If any violations cited are not corrected by the required deadline and after re-inspection, a re-inspection fee will be levied and the Building Commissioner will issue an order, following the procedures in the Neighborhood Preservation Ordinance, requiring the repair or rehabilitation of the property to bring it into compliance with the minimum standards for all structures under the Neighborhood Preservation Ordinance.

Appeal Procedures

Any appeal of a Building Commissioner Order will be conducted in accordance with the procedures established by the Neighborhood Preservation Ordinance and the Indiana Unsafe Building Law.

Bi-Annual Inspections

Vacant properties will be inspected every two years, following the same inspection procedures described above.

Inspection Warrant

If the owner of a vacant property refuses a request for an inspection, the City of Goshen may obtain an inspection warrant to determine if the property is in violation of the Neighborhood Preservation Ordinance.

Reservation of Rights; No Condition Precedent

This Vacant House Inspection Program is intended solely as an internal administrative guideline for the City of Goshen and the Goshen Building Department in implementing the Neighborhood Preservation Ordinance (Goshen City Code Title 6, Article 3) and the Indiana Unsafe Building Law, Indiana Code 36-7-9 et seq. Nothing in this Program shall be construed to:

1. Create any private right, cause of action, or defense for any person;
2. Establish any condition precedent to, or limitation on, the City's authority to take action under the Neighborhood Preservation Ordinance, the Indiana Unsafe Building Law, or any other applicable law; or
3. Require the City to initiate or pursue enforcement action in any case.

History:

Adopted January 13, 2016

Revised January 8, 2026



Vacant House Inspection Program

Overview

The City of Goshen has adopted the Neighborhood Preservation Ordinance (Goshen City Code Title 6, Article 3), which requires that all structures meet certain minimum property maintenance standards. It is the expressed policy of the City of Goshen to inspect all residential properties that have been vacant for ~~three~~two or more years to ~~ie~~ensure that they are in compliance with the maintenance standards prescribed by the Neighborhood Preservation Ordinance. ~~The Vacant House Inspection Program will include all residential structures that are not currently inspected through the City's Rental Property Inspection Program. However, if any of the following apply, the residential property is subject to inspection under this program even if the subject property has been vacant for less than two years: (1) If the city has taken enforcement action to correct ordinance violations related to the exterior of a vacant property~~ies (trash, weeds, painting, etc.); (2) city representatives or employees have personally observed that the residential structure is unsecured; or (3) if the City has received a complaint about a vacant property,~~inspections may be conducted even if the period of vacancy is less than three years~~

Inventory of Vacant Properties

~~For the purposes of this inspection program, vacant properties will be defined as those that have not been occupied by a tenant or a homeowner at any time during a three year period.~~ The Goshen Building Department will maintain an inventory of vacant residential properties that will include the following information:

1. Property address
2. Name and address of property owner
3. Date of vacancy
4. How vacancy was determined
5. Date of inspection

Vacancy will be determined based on information from one or more possible sources, including:

1. Reports from neighborhood residents;
2. Records from the City water utility
3. Inspection records from the City Building Department
4. Other publicly available information~~Polk City Directory~~

Inspection Procedures

Once a property has been found to have been vacant for ~~two~~three or more years, the following inspection procedures will be followed by the Goshen Building Department:

1. The property owner will be contacted by phone or mail to request an inspection.
2. The Building Department will make all reasonable attempts to schedule an inspection to accommodate the owner's schedule.
3. No registration fees or fees for the initial inspection will be assessed.
4. The Building Department Inspection Officer will complete an interior and exterior inspection of the premises and determine if the property is habitable and safe, as defined by the Neighborhood Preservation Ordinance. ~~The owner will not be required to have water, gas and electric utilities turned on at the time of inspection, provided all mechanical systems (plumbing, electrical, heating) are intact and appear in good working order.~~
5. The Inspection Officer will provide the owner with a copy of the inspection report detailing any deficiencies found during the inspection.
6. The inspection report will establish a date for a re-inspection to confirm that all violations have been abated. The date of re-inspection will allow for a reasonable amount of time to make the necessary repairs, and will be a minimum of thirty (30) days after the initial inspection report was served upon the owner.
 7. ~~If any violations cited are not corrected by the required deadline, a re-inspection fee shall be levied and a new inspection will be scheduled, unless the Inspection Officer finds that substantial progress has been made with regards to each separate violation noted.~~
 8. 7. If any violations cited are not corrected by the required deadline and after re-inspection(s) the violations are not corrected, a re-inspection fee will be levied and the Building Commissioner will issue an order, following the procedures in the Neighborhood Preservation Ordinance, requiring the repair or rehabilitation of the property to bring it into compliance with the minimum standards for all structures under the Neighborhood Preservation Ordinance for minimum property maintenance.

Appeal Procedures

~~Any appeal of a Building Commissioner Order will be conducted in accordance with the procedures established by the Neighborhood Preservation Ordinance and the Indiana Unsafe Building Law. Once an order to make repairs has been issued by the Building Commissioner a hearing will be scheduled before the Goshen Board of Public Works and Safety. The property owner will be given notice of the hearing. At the hearing, the property owner will be given an opportunity to present testimony to the Board and may request additional time to make repairs, or contest the specific violations cited in the order. The appeal process will meet the requirements of the Neighborhood Preservation Ordinance.~~

Bi-Annual Inspections

Vacant properties will be inspected every two years, following the same inspection procedures described above.

Inspection Warrant

If the owner of a vacant property refuses a request for an inspection, the City of Goshen may obtain an inspection warrant to determine if the property is in violation of the Neighborhood Preservation Ordinance.

Penalties

~~The penalties which in part provide that any property owner who fails to correct a violation is subject to a fine, shall not to exceed Five Hundred Dollars (\$500.00).~~

Reservation of Rights; No Condition Precedent

This Vacant House Inspection Program is intended solely as an internal administrative guideline for the City of Goshen and the Goshen Building Department in implementing the Neighborhood Preservation Ordinance (Goshen City Code Title 6, Article 3) and the Indiana Unsafe Building Law, Indiana Code 36-7-9 et seq. Nothing in this Program shall be construed to:

1. Create any private right, cause of action, or defense for any person;
2. Establish any condition precedent to, or limitation on, the City's authority to take action under the Neighborhood Preservation Ordinance, the Indiana Unsafe Building Law, or any other applicable law; or
3. Require the City to initiate or pursue enforcement action in any particular case.

History:

Adopted January 13, 2016

Revised January 8, 2026



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

January 8, 2026

To: Board of Public Works and Safety

From: Shannon Marks

Subject: Renewal Print Subscription with West Publishing Corporation

It is recommended that the Board ratify the Mayor's execution of the attached 60-month renewal print subscription with West Publishing Corporation for printed West Indiana Code books and updates for the Legal Department. The cost is \$383.95 per month for 2026 with a 4% increase each of the following four years.

Suggested Motion:

Move to ratify the Mayor's execution of the attached renewal print subscription with West Publishing Corporation for printed West Indiana Code books and updates.

WEST ORDER FORM – For West Complete Print and ProView eBook Products Only

2900 Ames Crossing Rd, Suite 100

Eagan, MN 55121

Tel: 651/687-8000



<u>Check West account status below as applicable:</u>		Rep Name & Number Quinnesha Hill - 6108028		* * * * * R E Q U I R E D * * * * *			
New ☐ (NACI Form attached)		Existing with changes ☒ (Permanent name change must attach a Customer Name Change Form)					
Existing with no changes ☐							
Acct # 1000131655	Quote # _____	PO # _____	Date 12/03/2025				
Name/Subscriber GOSHEN LEGAL DEPT		Bill To Acct # _____					
Order Confirmation Contact Name Shannon Marks							
E-Mail shannonmarks@goshencity.com				I F N E E D E D			
Westlaw Password Contact Name (for password delivery) _____							
E-Mail _____							
Permanent Address Change ☐		One-Time Ship To ☐		Additional Ship To ☐		Additional Bill To ☐	
Name _____ Attn: _____							
Address _____ Suite/Floor _____							
City _____ State _____ County _____ Zip _____							

This Order Form is a legal document between Customer and West Publishing Corporation. West Publishing Corporation is referred to as “Thomson Reuters”, “we” or “our” and Customer will be referred to as “you”, or “I” or “Client”.

Thomson Reuters General Terms and Conditions, (available here: <http://tr.com/us-general-terms-and-conditions>) apply to the purchase and use of all products, except print, and together with any applicable Product Specific Terms (set forth below) are incorporated into this Order Form by this reference. In the event that there is a conflict of terms among the General Terms and Conditions, the Product Specific Terms and this Order Form, the order of precedence shall be Order Form, the Product Specific Terms, and last the General Terms and Conditions. If you are a Federal Government customer, the Thomson Reuters General Terms and Conditions for Federal Customers located at <http://tr.com/federal-general-terms-and-conditions> will apply in place of the General Terms and Conditions above. This Order Form is subject to our approval.

West Complete Print					
Program ID: WCMP					
Full Svc #	Print Products	List Charges	Other	Monthly Charges	Minimum Term (Months)
40666420	West Complete				

See Attachment (988) for print product detail, which is incorporated by reference.

During your subscription terms, you will receive subscription services consisting of automatic shipments of updates and supplements to the print product, including but not limited to pocket parts, pamphlets, replacement volumes, or loose-leaf pages, as available. For eBook products you will receive updates to the most current version of each edition of the eBooks which are available during your subscription term. If you terminate any West Complete Print products during the Minimum Term or subsequent Renewal Term, the Monthly Charges will not be adjusted. We will contact you if any of the titles are no longer commercially available. You will then have 60 days to choose a replacement title of equal or lesser value.

Your subscription is effective upon the date we process your order (“Effective Date”) and Monthly Charges will be prorated for the number of days remaining in that month, if any. Your subscription will continue for the number of months listed in the Minimum Term column above counting from the first day of the month following the Effective Date. Your Monthly Charges during the first twelve (12) months of the Minimum Term are as set forth above. If your Minimum Term is longer than 12 months, then your Monthly Charges for each year of the Minimum Term are displayed in the Pricing Attachment (#1113) to the Order Form.

Initials for Automatic Renewal Term. I understand that West will continue to provide subscription services for the products listed above after the Minimum Term. Each Automatic Renewal Term will be 12 months in length (“Automatic Renewal Term”) and we will notify you of any changes to your Charges at least 60 days before each Automatic Renewal Term begins. Either of us may cancel in writing at least 30 days before an Automatic Renewal Term starts.

For any ProView Enterprise products listed above: Upon termination, your right to access and use eBooks, including content and retention of content, will terminate, and West retains the right to delete any user notes that may be attached to terminated eBooks.

Your West sales representative will provide frequency of updates upon request. Transportation charges, returns and refunds information is in the “Miscellaneous” section below.

		West Complete Print Renewals		
Sub Matl #	Print Products	Initial Renewal Year Monthly Charges	Renewal Effective Date	Renewal Term (Months)
40666551	West Complete	\$383.95	01/01/2026	60
Notes:				

Monthly Charges for the Initial Renewal Year are set forth above and begin on your Renewal Effective Date. The Renewal Term will continue for the number of months identified in the Renewal Term column above. If your Renewal Term is longer than 12 months, then your Monthly Charges for each year of the Renewal Term are displayed in the Pricing Attachment (#1113) to the Order Form.

During your subscription terms, you will receive subscription services consisting of automatic shipments of updates and supplements to the print product, including but not limited to pocket parts, pamphlets, replacement volumes, or loose-leaf pages, as available. For eBook products you will receive updates to the most current version of each edition of the eBooks which are available during your subscription term. If you terminate any of your West Complete Print products during any Renewal Term, the Monthly Charges will not be adjusted.

gal **Initials for Automatic Renewal Term.** I understand that West will continue to provide subscription services for the products listed above after the Minimum Term. Each Automatic Renewal Term will be 12 months in length ("Automatic Renewal Term") and we will notify you of any changes to your Charges at least 60 days before each Automatic Renewal Term begins. Either of us may cancel in writing at least 30 days before an Automatic Renewal Term starts.

Your West sales representative will provide frequency of updates upon request. Transportation charges, returns and refunds information is in the "Miscellaneous" section below.

ProView eBook Users			
Last Name	First Name, M.I.	ProView eBook Product(s)	*Optional E-Mail Address

*An e-mail address is required only if an individual user prefers to receive his or her registration key to a personal e-mail address. If necessary, attach additional page(s) including full names, products and optional e-mail addresses.

ProView Enterprise IP Subscriptions. You certify your total number of attorneys (partners, shareholders, associates, contract or staff attorneys, of counsel, and the like), corporate users, personnel or full-time-equivalent students is indicated in the Order Form as the Unit of Pricing Type. Our pricing for ProView Enterprise IP banded products is made in reliance upon your certification. If we learn that the actual number is greater or increases at any time, we reserve the right to increase your charges as applicable.

Miscellaneous	
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1. Applicable Law. If you are a state or local governmental entity, your state's law will apply and any claim may be brought in the state or federal courts located in your state. If you are a non-governmental entity, this Order Form will be interpreted under Minnesota state law and any claim by one of us may be brought in the state or federal courts in Minnesota. If you are a United States Federal Government subscriber, United States federal law will apply and any claim may be brought in any federal court.

2. Charges, Payments & Taxes. You agree to pay all charges in full within 30 days of the date of invoice. You are responsible for any applicable sales, use, value added tax (VAT), etc. unless you are tax exempt. If you are a non-government subscriber and fail to pay your invoiced charges, you are responsible for collection costs including attorneys' fees.

3. Credit Verification. If you are applying for credit as an individual, we may request a consumer credit report to determine your creditworthiness. If we obtain a consumer credit report, you may request the name, address and telephone number of the agency that supplied the credit report. If you are applying for credit on behalf of a business, we may request a current business financial statement from you to consider your request.

4. Returns and Refunds. You may return a print or CD-ROM product to us within 45 days of the original shipment date if you are not completely satisfied. Assured Print Pricing, Library Savings Plan, West Complete, Library Maintenance Agreements, ePack, WestPack, Westlaw, CLEAR, Monitor Suite, ProView eBook, Software, West LegalEdcenter, Practice Solutions, TREWS, Peer Monitor and Data Privacy Advisor charges are not refundable. Please see <http://static.legalsolutions.thomsonreuters.com/static/returns-refunds.pdf> or contact Customer Service at 1-800-328-4880 for additional details regarding our policies on returns and refunds.

5. Cancellation Notice. Submit your notice of cancellation to: <https://www.thomsonreuters.com/en-us/help/account-management/legal/orders/request-a-subscription-cancellation.html> or via postal mail to Customer Service, 2900 Ames Crossing Rd, Eagan, MN 55121.

6. Transportation Charges. Print and CD-ROM products are shipped F.O.B. origin. Transportation charges will be added for expedited shipments made at your request and for international product delivery. Expedited shipments and international product shipments will be charged at the then current carrier rates.

7. Product Specific Terms. The following products have specific terms which are incorporated by reference and made part of this Order Form if they apply to your order. They can be found at <http://legalsolutions.com/ThomsonReuters-General-Terms-Conditions-PST.pdf>. If the product is not part of your order, the product specific terms do not apply.

- Campus Research
- CD-ROM
- Contract Express
- Hosted Practice Solutions
- ProView eBooks
- Time and Billing
- West km software
- West LegalEdcenter
- Westlaw
- Westlaw Doc & Form Builder
- Westlaw Paralegal
- Westlaw Patron Access
- Westlaw Public Records

8. Assignment. This Order Form is subject to our approval. You may not assign, sublicense or otherwise transfer this Order Form without our prior written consent.

9. Print Products. You may not copy, reproduce, distribute, modify, display, or otherwise use the print content supplied under this Order Form in any way that infringes or violates the copyright or other intellectual property rights of Thomson Reuters or any third party. Thomson Reuters reserves the right to terminate your subscription services for Print immediately upon any breach of this clause, in addition to any other rights or remedies available at law or in equity.

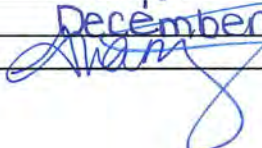
ACKNOWLEDGMENT

I warrant that I am authorized to accept these terms and conditions on behalf of Subscriber.

Printed Name Gina M Leichthy

Title Mayor

Date December 18, 2025

Signature X 

Attachment 988, shown on the previous page, has been partially enlarged for readability purposes.

West Order Form Attachment	
West Complete Additional Components	
610 Opperman Drive, P.O. Box 64833	
St. Paul, MN 55164-1803	
Tel: 651/687-8000	
This Attachment is incorporated by reference into and made a part of the underlying Order	
Account #	1000131655
Sub/Full Svc #	Print Products
	Print Products
21001155	IN CODE T36 (1-1 TO 2-6) SUB
21001155	IN CODE T36 (1-1 TO 2-6) SUB
21041750	IN CODE SUB
21087009	IN CODE T36 (4-10 TO 7-7.5) SUB
21087009	IN CODE T36 (4-10 TO 7-7.5) SUB
21087017	IN CODE T36 (7-7.6 TO 7-25) SUB
21087017	IN CODE T36 (7-7.6 TO 7-25) SUB
21087041	IN CODE T36 (10-4 TO 36-E) SUB
21087041	IN CODE T36 (10-4 TO 36-E) SUB
41942412	IN CODE T36 (2-7 TO 4-9) SUB
41942412	IN CODE T36 (2-7 TO 4-9) SUB
41942707	IN CODE T36 (7-26 TO 8-10) SUB
41942707	IN CODE T36 (7-26 TO 8-10) SUB
41942709	IN CODE T36 (8-10.5 TO 9-26) SUB
41942709	IN CODE T36 (8-10.5 TO 9-26) SUB
41943362	IN CODE T36 (9-27 TO 10-3) SUB
41943362	IN CODE T36 (9-27 TO 10-3) SUB

[illegible][illegible]



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

January 8, 2026

To: Goshen Board of Public Works and Safety

From: Shannon Marks

Subject: Acceptance of Easement at 815 South Tenth Street

It is recommended that the Board accept the attached Easement from AP CYCLEWORKS LLC. This easement is for Goshen City water utility purposes at 815 South Tenth Street. A depiction of the easement area is attached as Exhibit B to the Easement.

Suggested Motion:

Move to accept the Easement for Goshen City water utility purposes at 815 South Tenth Street from AP CYCLEWORKS LLC, and authorize the Mayor to execute the Acceptance.

EASEMENT

AP CYCLEWORKS LLC, an Indiana limited liability company ("Grantor"), grants and conveys to **City of Goshen, Indiana**, a municipal corporation and political subdivision of the State of Indiana ("City"), whose mailing address is 202 South Fifth Street, Goshen, Indiana 46528, for Zero Dollars and other good and valuable consideration, the receipt whereof is hereby acknowledged, an easement over, across, and through real estate situated in Elkhart County, State of Indiana, as more particularly described in the legal description attached as Exhibit A and depicted upon the drawing attached as Exhibit B. The area so described and depicted is hereinafter referred to as "Easement."

The Easement is part of the real estate more commonly known as 815 South Tenth Street, Goshen, Indiana, 46526 and part of Parcel Number 20-11-15-153-001.000-015. Grantor obtained title to the real estate by Warranty Deed dated December 11, 2024, and recorded December 17, 2024, in the Office of the Recorder of Elkhart County, as Instrument No. 2024-20963.

The Easement is granted and conveyed to City for Goshen City water utility purposes. Grantor grants City access to the Easement for the purposes of accessing, installing, operating, and maintaining Goshen City water utility facilities, including any appurtenances as may be required.

City shall restore the surface of the Easement after any entry by City to as good as or better condition than it was prior to the entry. City shall promptly pay for or otherwise rectify any damage caused by City to Grantor's adjoining real estate.

City is not obligated to replace any improvements extending over or into the Easement that may be damaged or removed during any subsequent entry.

Grantor may use, occupy, and possess the Easement in a manner that is consistent with and does not interfere with City's rights contained in this Easement.

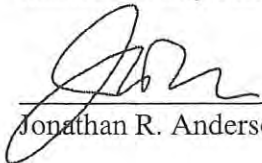
The terms of this Easement shall run with the land and shall be binding upon and inure to the benefit of the heirs, assigns, and successors in interest of the parties.

The undersigned represents and certifies that such person is a duly authorized representative of Grantor and has been fully empowered to execute this Easement on behalf of Grantor; that the

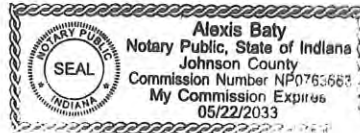
Grantor has full capacity to grant the Easement described; and that all necessary action for granting this Easement has been taken.

IN WITNESS WHEREOF, the undersigned has executed this Easement on December 22, 2025.

AP CYCLEWORKS LLC, an Indiana limited liability company


Jonathan R. Anderson, Manager

STATE OF INDIANA)
COUNTY OF Johnson) SS:



Before me, the undersigned Notary Public, on December 30, 2025, personally appeared Jonathan R. Anderson as Manager of AP CYCLEWORKS LLC, an Indiana limited liability company, and acknowledged the execution of the foregoing instrument.

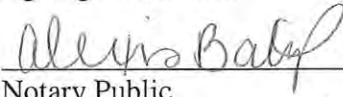

Notary Public
Printed: Alexis Baty
County of residence: Johnson
Commission number: NP0763663
My commission expires: 05/22/2033

EXHIBIT "A"

Project: 10th and Douglas
Parcel: Watermain Easement

Sheet 1 of 2

A watermain easement located in the West half of the Northwest Quarter of Section 15, Township 36 North, Range 6 East, Elkhart Township, City of Goshen, Elkhart County, Indiana, and being a part of the grantor's land lying within the easement lines depicted on the attached Easement Sketch, marked Exhibit "B", described as follows: Commencing at the intersection of the south boundary of Douglas Street and the west boundary of 10th Street; thence South 00 degrees 45 minutes 42 seconds East, said bearing being the basis of bearing of the description with all other bearings herein relative thereto, on the west boundary of 10th Street 55.82 feet to the point of beginning of this description; thence South 00 degrees 45 minutes 42 seconds East 20.00 feet; thence South 89 degrees 13 minutes 12 seconds West 317.69 feet; thence South 49 degrees 45 minutes 00 seconds West 4.90 feet; thence South 00 degrees 35 minutes 43 seconds East 80.25 feet; thence North 89 degrees 24 minutes 17 seconds East 12.00 feet; thence South 00 degrees 35 minutes 43 seconds East 19.94 feet; thence South 89 degrees 24 minutes 17 seconds West 12.00 feet; thence South 00 degrees 35 minutes 43 seconds East 158.09 feet; thence North 89 degrees 15 minutes 46 seconds East 69.59 feet; thence North 00 degrees 44 minutes 14 seconds West 8.00 feet; thence North 89 degrees 15 minutes 46 seconds East 20.00 feet; thence South 00 degrees 44 minutes 14 seconds East 8.00 feet; thence North 89 degrees 15 minutes 46 seconds East 172.38 feet; thence North 00 degrees 44 minutes 53 seconds West 39.13 feet; thence North 44 degrees 58 minutes 15 seconds West 10.20 feet; thence North 45 degrees 01 minutes 45 seconds East 20.00 feet; thence South 44 degrees 58 minutes 15 seconds East 18.32 feet; thence South 00 degrees 44 minutes 53 seconds East 47.26 feet; thence North 89 degrees 15 minutes 46 seconds East 40.25 feet to the west boundary of 10th Street; thence South 00 degrees 45 minutes 42 seconds East 20.00 feet on said west boundary; thence South 89 degrees 15 minutes 46 seconds West 332.36 feet; thence North 45 degrees 00 minutes 00 seconds West 14.18 feet; thence North 00 degrees 35 minutes 43 seconds West 277.58 feet; thence North 49 degrees 45

Prepared for: City of Goshen
By: Jeffrey S. Barnes, PS
Firm: Jones Petrie Rafinski
Date: February 17, 2025
Job Number: 2021-0397

J:\Projects\2021 Projects\2021-0397\Surv\Easements\Water Easement\2025-02-17 COG Water Esmt Exhibit
A Legal.doc

EXHIBIT "A"

Project: 10th and Douglas
Parcel: Watermain Easement

Sheet 2 of 2

minutes 00 seconds East 21.48 feet; thence North 89 degrees 13 minutes 12 seconds East 66.70 feet; thence North 00 degrees 48 minutes 52 seconds West 8.50 feet; thence North 89 degrees 13 minutes 12 seconds East 16.13 feet; thence North 00 degrees 50 minutes 27 seconds West 40.66 feet; thence North 89 degrees 52 minutes 20 seconds West 99.36 feet; thence North 00 degrees 08 minutes 15 seconds East 10.50 feet to the south boundary of Douglas Street; thence South 89 degrees 52 minutes 20 seconds East 119.19 feet on said south boundary; thence South 00 degrees 50 minutes 27 seconds East 59.34 feet; thence North 89 degrees 13 minutes 12 seconds East 222.04 feet to the point of beginning and containing 0.52 acres, more or less.

This description was written from the information obtained from the recorder's office and other sources that were not necessarily checked by a field survey.

Reference document: #2006-20618

Prepared for: City of Goshen
By: Jeffrey S. Barnes, PS
Firm: Jones Petrie Rafinski
Date: February 17, 2025
Job Number: 2021-0397

J:\Projects\2021 Projects\2021-0397\Surv\Easements\Water Easement\2025-02-17 COG Water Esmt Exhibit
A Legal.doc

ACCEPTANCE

The City of Goshen, Indiana, by the Goshen Board of Public Works and Safety, acknowledges the receipt of this Easement from AP CYCLEWORKS LLC, an Indiana limited liability company, and accepts the Easement on _____, 20____.

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

Gina M. Leichty, Mayor

STATE OF INDIANA)
) SS:
COUNTY OF ELKHART)

Before me, the undersigned Notary Public, on _____, 20____, personally appeared Gina M. Leichty, Mayor of the City of Goshen, Indiana on behalf of the Goshen Board of Public Works and Safety, and acknowledged the execution of the foregoing instrument.

Notary Public
Printed: _____
County of residence: _____
Commission number: _____
My commission expires: _____

This instrument was prepared by Bodie J. Stegelmann, Attorney No. 18180-20, City of Goshen Legal Department, 204 East Jefferson Street, Suite 2, Goshen, Indiana 46528, (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 (Bodie J. Stegelmann).



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

January 8, 2026

To: Goshen Board of Public Works and Safety

From: Shannon Marks

Subject: Resolution 2026-01, Documenting the Submission of the 2025 Annual Certifications
by City of Goshen Elected Officers

The attached resolution is to document the submission of the annual certifications by all City of Goshen elected officers related to the state statutes and city policies regarding the employment of relatives by the City and contracting with the City.

Suggested Motion:

Move to pass Resolution 2026-01, Documenting the Submission of the 2025 Annual Certifications by City of Goshen Elected Officers.

**Goshen Board of Public Works and Safety
Resolution 2026-01**

**Documenting the Submission of the
2025 Annual Certifications by City of Goshen Elected Officers**

BE IT RESOLVED that the Goshen Board of Public Works and Safety acknowledges and documents the submission of the 2025 annual certifications by each of the ten (10) City of Goshen elected officers as attached to this resolution which certify, under the penalties for perjury, the following:

- (1) The elected officer has not violated Indiana Code § 36-1-20.2 et seq. entitled, “Nepotism”;
- (2) The elected officer has not violated Goshen Common Council Resolution 2012-14 entitled, “Adopting a Policy Regulating Employment of Relatives by the City,” passed May 15, 2012 and adopted May 29, 2012;
- (3) The elected officer has not violated Goshen Board of Public Works and Safety policy entitled, “Employment of Relatives by City,” adopted January 24, 2022;
- (4) The elected officer is in compliance with Indiana Code § 36-1-21 et seq. entitled, “Contracting with a Unit”;
- (5) The elected officer is in compliance with Goshen Common Council Resolution 2012-15 entitled, “Adopting a Policy Regulating Contracting with the City,” passed May 15, 2012 and adopted May 29, 2012; and
- (6) The elected officer is in compliance with Goshen Board of Public Works and Safety policy entitled, “Contracting with the City,” adopted January 24, 2022.

PASSED and ADOPTED on January 8, 2026.

Gina M. Leichty, Mayor

Mary Nichols, Member

Orv Myers, Member

Michael A. Landis, Member

Barb Swartley, Member

CERTIFICATION

The undersigned, an elected officer of the City of Goshen, Indiana, certifies under the penalties for perjury, the following:

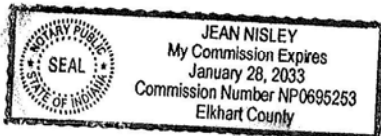
- (1) I have not violated Indiana Code § 36-1-20.2 et seq. entitled, "Nepotism";
- (2) I have not violated Goshen Common Council Resolution 2012-14 entitled, "Adopting a Policy Regulating Employment of Relatives by the City," passed May 15, 2012 and adopted May 29, 2012;
- (3) I have not violated Goshen Board of Public Works and Safety policy entitled, "Employment of Relatives by City," adopted January 24, 2022;
- (4) I am in compliance with Indiana Code § 36-1-21 et seq. entitled, "Contracting with a Unit";
- (5) I am in compliance with Goshen Common Council Resolution 2012-15 entitled, "Adopting a Policy Regulating Contracting with the City," passed May 15, 2012 and adopted May 29, 2012; and
- (6) I am in compliance with Goshen Board of Public Works and Safety policy entitled, "Contracting with the City," adopted January 24, 2022.

I further acknowledge that I have been shown a copy of each of the six items referenced above and have been offered a copy of the same.

Signature: Richard R. Aguirre
Printed: Richard R. Aguirre
Elected Office: City of Goshen Clerk-Treasurer
Dated: Dec. 29, 2025

STATE OF INDIANA)
) SS:
COUNTY OF ELKHART)

Before me, the undersigned Notary Public, on December 29, 2025, personally appeared Richard Aguirre, an elected officer of the City of Goshen, Indiana, and being first duly sworn by upon their oath, says that the facts alleged in the foregoing certification are true.



Notary Public: Jean Nisley
Printed: Jean Nisley
County of residence: Elkhart
Commission number: NP0695253
My commission expires: Jan 28, 2033

CERTIFICATION

The undersigned, an elected officer of the City of Goshen, Indiana, certifies under the penalties for perjury, the following:

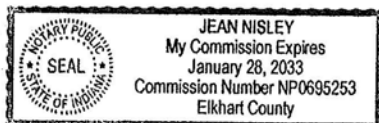
- (1) I have not violated Indiana Code § 36-1-20.2 et seq. entitled, "Nepotism";
- (2) I have not violated Goshen Common Council Resolution 2012-14 entitled, "Adopting a Policy Regulating Employment of Relatives by the City," passed May 15, 2012 and adopted May 29, 2012;
- (3) I have not violated Goshen Board of Public Works and Safety policy entitled, "Employment of Relatives by City," adopted January 24, 2022;
- (4) I am in compliance with Indiana Code § 36-1-21 et seq. entitled, "Contracting with a Unit";
- (5) I am in compliance with Goshen Common Council Resolution 2012-15 entitled, "Adopting a Policy Regulating Contracting with the City," passed May 15, 2012 and adopted May 29, 2012; and
- (6) I am in compliance with Goshen Board of Public Works and Safety policy entitled, "Contracting with the City," adopted January 24, 2022.

I further acknowledge that I have been shown a copy of each of the six items referenced above and have been offered a copy of the same.

Signature: Linda Gerber-Stellingwerf
Printed: Linda Gerber-Stellingwerf
Elected Office: City Council At-large
Dated: 29 Dec. 2025

STATE OF INDIANA)
) SS:
COUNTY OF ELKHART)

Before me, the undersigned Notary Public, on December 29, 2025, personally appeared Linda Gerber-Stellingwerf, an elected officer of the City of Goshen, Indiana, and being first duly sworn by upon their oath, says that the facts alleged in the foregoing certification are true.



[Signature]
Notary Public

Printed: Jean Nisley
County of residence: Elkhart
Commission number: NP0695253
My commission expires: Jan 28, 2033

CERTIFICATION

The undersigned, an elected officer of the City of Goshen, Indiana, certifies under the penalties for perjury, the following:

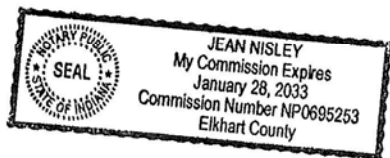
- (1) I have not violated Indiana Code § 36-1-20.2 et seq. entitled, "Nepotism";
- (2) I have not violated Goshen Common Council Resolution 2012-14 entitled, "Adopting a Policy Regulating Employment of Relatives by the City," passed May 15, 2012 and adopted May 29, 2012;
- (3) I have not violated Goshen Board of Public Works and Safety policy entitled, "Employment of Relatives by City," adopted January 24, 2022;
- (4) I am in compliance with Indiana Code § 36-1-21 et seq. entitled, "Contracting with a Unit";
- (5) I am in compliance with Goshen Common Council Resolution 2012-15 entitled, "Adopting a Policy Regulating Contracting with the City," passed May 15, 2012 and adopted May 29, 2012; and
- (6) I am in compliance with Goshen Board of Public Works and Safety policy entitled, "Contracting with the City," adopted January 24, 2022.

I further acknowledge that I have been shown a copy of each of the six items referenced above and have been offered a copy of the same.

Signature: Phil Lederach
Printed: PHIL LEDERACH
Elected Office: CITY COUNCIL DISTRICT 5
Dated: 12/29/25

STATE OF INDIANA)
) SS:
COUNTY OF ELKHART)

Before me, the undersigned Notary Public, on December 29, 2025, personally appeared Phil Lederach, an elected officer of the City of Goshen, Indiana, and being first duly sworn by upon their oath, says that the facts alleged in the foregoing certification are true.



Notary Public: [Signature]
Printed: Jean Nisley
County of residence: Elkhart
Commission number: NP0695253
My commission expires: Jan 28, 2033

CERTIFICATION

The undersigned, an elected officer of the City of Goshen, Indiana, certifies under the penalties for perjury, the following:

- (1) I have not violated Indiana Code § 36-1-20.2 et seq. entitled, "Nepotism";
- (2) I have not violated Goshen Common Council Resolution 2012-14 entitled, "Adopting a Policy Regulating Employment of Relatives by the City," passed May 15, 2012 and adopted May 29, 2012;
- (3) I have not violated Goshen Board of Public Works and Safety policy entitled, "Employment of Relatives by City," adopted January 24, 2022;
- (4) I am in compliance with Indiana Code § 36-1-21 et seq. entitled, "Contracting with a Unit";
- (5) I am in compliance with Goshen Common Council Resolution 2012-15 entitled, "Adopting a Policy Regulating Contracting with the City," passed May 15, 2012 and adopted May 29, 2012; and
- (6) I am in compliance with Goshen Board of Public Works and Safety policy entitled, "Contracting with the City," adopted January 24, 2022.

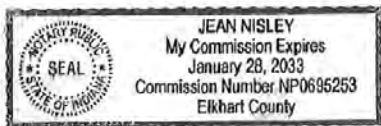
I further acknowledge that I have been shown a copy of each of the six items referenced above and have been offered a copy of the same.

Signature: *Gina M. Leichty*
Printed: Gina M. Leichty
Elected Office: Mayor
Dated: 12/29/2025

STATE OF INDIANA)
) SS:
COUNTY OF ELKHART)

Before me, the undersigned Notary Public, on December 29, 2025, personally appeared Gina M. Leichty, an elected officer of the City of Goshen, Indiana, and being first duly sworn by upon their oath, says that the facts alleged in the foregoing certification are true.

Jean Nisley
Notary Public
Printed: Jean Nisley
County of residence: Elkhart
Commission number: NP0699253
My commission expires: Jan 28, 2033



CERTIFICATION

The undersigned, an elected officer of the City of Goshen, Indiana, certifies under the penalties for perjury, the following:

- (1) I have not violated Indiana Code § 36-1-20.2 et seq. entitled, "Nepotism";
- (2) I have not violated Goshen Common Council Resolution 2012-14 entitled, "Adopting a Policy Regulating Employment of Relatives by the City," passed May 15, 2012 and adopted May 29, 2012;
- (3) I have not violated Goshen Board of Public Works and Safety policy entitled, "Employment of Relatives by City," adopted January 24, 2022;
- (4) I am in compliance with Indiana Code § 36-1-21 et seq. entitled, "Contracting with a Unit";
- (5) I am in compliance with Goshen Common Council Resolution 2012-15 entitled, "Adopting a Policy Regulating Contracting with the City," passed May 15, 2012 and adopted May 29, 2012; and
- (6) I am in compliance with Goshen Board of Public Works and Safety policy entitled, "Contracting with the City," adopted January 24, 2022.

I further acknowledge that I have been shown a copy of each of the six items referenced above and have been offered a copy of the same.

Signature: Richard L. Mehl
Printed: Richard L. Mehl
Elected Office: Judge City Court
Dated: 12-17-25

STATE OF INDIANA)
) SS:
COUNTY OF ELKHART)

Before me, the undersigned Notary Public, on December 17, 2025, personally appeared Richard L. Mehl, an elected officer of the City of Goshen, Indiana, and being first duly sworn by upon their oath, says that the facts alleged in the foregoing certification are true.

LEANNE R SKELTON
NOTARY PUBLIC
SEAL

ELKHART COUNTY, STATE OF INDIANA
MY COMMISSION EXPIRES JANUARY 30, 2029
COMMISSION NUMBER NP0641677

Leanne R. Skelton
Notary Public
Printed: LeAnne R. Skelton
County of residence: Elkhart
Commission number: NP0641677
My commission expires: 01/30/2029

CERTIFICATION

The undersigned, an elected officer of the City of Goshen, Indiana, certifies under the penalties for perjury, the following:

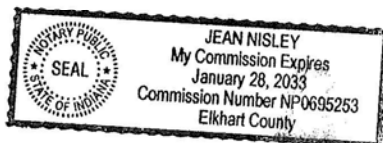
- (1) I have not violated Indiana Code § 36-1-20.2 et seq. entitled, "Nepotism";
- (2) I have not violated Goshen Common Council Resolution 2012-14 entitled, "Adopting a Policy Regulating Employment of Relatives by the City," passed May 15, 2012 and adopted May 29, 2012;
- (3) I have not violated Goshen Board of Public Works and Safety policy entitled, "Employment of Relatives by City," adopted January 24, 2022;
- (4) I am in compliance with Indiana Code § 36-1-21 et seq. entitled, "Contracting with a Unit";
- (5) I am in compliance with Goshen Common Council Resolution 2012-15 entitled, "Adopting a Policy Regulating Contracting with the City," passed May 15, 2012 and adopted May 29, 2012; and
- (6) I am in compliance with Goshen Board of Public Works and Safety policy entitled, "Contracting with the City," adopted January 24, 2022.

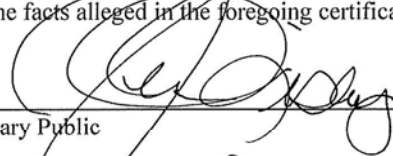
I further acknowledge that I have been shown a copy of each of the six items referenced above and have been offered a copy of the same.

Signature: 
Printed: Doug Nisley
Elected Office: Goshen city council
Dated: 12-29-2025

STATE OF INDIANA)
) SS:
COUNTY OF ELKHART)

Before me, the undersigned Notary Public, on December 29, 2025, personally appeared Doug Nisley, an elected officer of the City of Goshen, Indiana, and being first duly sworn by upon their oath, says that the facts alleged in the foregoing certification are true.




Notary Public
Printed: Jean Nisley
County of residence: Elkhart
Commission number: NP0695253
My commission expires: Jan 28, 2033

CERTIFICATION

The undersigned, an elected officer of the City of Goshen, Indiana, certifies under the penalties for perjury, the following:

- (1) I have not violated Indiana Code § 36-1-20.2 et seq. entitled, "Nepotism";
- (2) I have not violated Goshen Common Council Resolution 2012-14 entitled, "Adopting a Policy Regulating Employment of Relatives by the City," passed May 15, 2012 and adopted May 29, 2012;
- (3) I have not violated Goshen Board of Public Works and Safety policy entitled, "Employment of Relatives by City," adopted January 24, 2022;
- (4) I am in compliance with Indiana Code § 36-1-21 et seq. entitled, "Contracting with a Unit";
- (5) I am in compliance with Goshen Common Council Resolution 2012-15 entitled, "Adopting a Policy Regulating Contracting with the City," passed May 15, 2012 and adopted May 29, 2012; and
- (6) I am in compliance with Goshen Board of Public Works and Safety policy entitled, "Contracting with the City," adopted January 24, 2022.

I further acknowledge that I have been shown a copy of each of the six items referenced above and have been offered a copy of the same.

Signature: _____

Printed: _____

Elected Office: _____

Dated: _____

STATE OF INDIANA)

) SS:

COUNTY OF ELKHART)

Before me, the undersigned Notary Public, on December 29, 2025, personally appeared Megan Peel, an elected officer of the City of Goshen, Indiana, and being first duly sworn by upon their oath, says that the facts alleged in the foregoing certification are true.

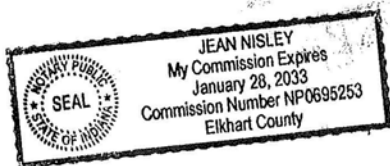
Notary Public _____

Printed: _____

County of residence: _____

Commission number: _____

My commission expires: _____



CERTIFICATION

The undersigned, an elected officer of the City of Goshen, Indiana, certifies under the penalties for perjury, the following:

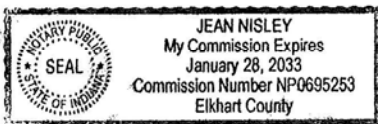
- (1) I have not violated Indiana Code § 36-1-20.2 et seq. entitled, "Nepotism";
- (2) I have not violated Goshen Common Council Resolution 2012-14 entitled, "Adopting a Policy Regulating Employment of Relatives by the City," passed May 15, 2012 and adopted May 29, 2012;
- (3) I have not violated Goshen Board of Public Works and Safety policy entitled, "Employment of Relatives by City," adopted January 24, 2022;
- (4) I am in compliance with Indiana Code § 36-1-21 et seq. entitled, "Contracting with a Unit";
- (5) I am in compliance with Goshen Common Council Resolution 2012-15 entitled, "Adopting a Policy Regulating Contracting with the City," passed May 15, 2012 and adopted May 29, 2012; and
- (6) I am in compliance with Goshen Board of Public Works and Safety policy entitled, "Contracting with the City," adopted January 24, 2022.

I further acknowledge that I have been shown a copy of each of the six items referenced above and have been offered a copy of the same.

Signature: DE R
Printed: DONALD E RIEGSECKER
CITY OF GOSHEN
Elected Office: COMMON COUNCIL DISTRICT 1
Dated: 12/29/2025

STATE OF INDIANA)
) SS:
COUNTY OF ELKHART)

Before me, the undersigned Notary Public, on December 29, 2025, personally appeared Donald E. Riegsecker, an elected officer of the City of Goshen, Indiana, and being first duly sworn by upon their oath, says that the facts alleged in the foregoing certification are true.



Notary Public: [Signature]
Printed: Jean Nisley
County of residence: Elkhart
Commission number: NP0695253
My commission expires: Jan. 28, 2033

CERTIFICATION

The undersigned, an elected officer of the City of Goshen, Indiana, certifies under the penalties for perjury, the following:

- (1) I have not violated Indiana Code § 36-1-20.2 et seq. entitled, "Nepotism";
- (2) I have not violated Goshen Common Council Resolution 2012-14 entitled, "Adopting a Policy Regulating Employment of Relatives by the City," passed May 15, 2012 and adopted May 29, 2012;
- (3) I have not violated Goshen Board of Public Works and Safety policy entitled, "Employment of Relatives by City," adopted January 24, 2022;
- (4) I am in compliance with Indiana Code § 36-1-21 et seq. entitled, "Contracting with a Unit";
- (5) I am in compliance with Goshen Common Council Resolution 2012-15 entitled, "Adopting a Policy Regulating Contracting with the City," passed May 15, 2012 and adopted May 29, 2012; and
- (6) I am in compliance with Goshen Board of Public Works and Safety policy entitled, "Contracting with the City," adopted January 24, 2022.

I further acknowledge that I have been shown a copy of each of the six items referenced above and have been offered a copy of the same.

Signature: _____

Printed: _____

Elected Office: _____

Dated: _____

STATE OF INDIANA)

) SS:

COUNTY OF ELKHART)

Before me, the undersigned Notary Public, on December 29, 2025, personally appeared Matt P. Schrock, an elected officer of the City of Goshen, Indiana, and being first duly sworn by upon their oath, says that the facts alleged in the foregoing certification are true.

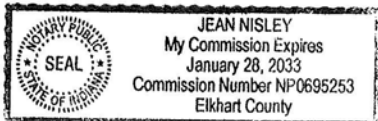
Notary Public

Printed: _____

County of residence: _____

Commission number: _____

My commission expires: _____



CERTIFICATION

The undersigned, an elected officer of the City of Goshen, Indiana, certifies under the penalties for perjury, the following:

- (1) I have not violated Indiana Code § 36-1-20.2 et seq. entitled, "Nepotism";
- (2) I have not violated Goshen Common Council Resolution 2012-14 entitled, "Adopting a Policy Regulating Employment of Relatives by the City," passed May 15, 2012 and adopted May 29, 2012;
- (3) I have not violated Goshen Board of Public Works and Safety policy entitled, "Employment of Relatives by City," adopted January 24, 2022;
- (4) I am in compliance with Indiana Code § 36-1-21 et seq. entitled, "Contracting with a Unit";
- (5) I am in compliance with Goshen Common Council Resolution 2012-15 entitled, "Adopting a Policy Regulating Contracting with the City," passed May 15, 2012 and adopted May 29, 2012; and
- (6) I am in compliance with Goshen Board of Public Works and Safety policy entitled, "Contracting with the City," adopted January 24, 2022.

I further acknowledge that I have been shown a copy of each of the six items referenced above and have been offered a copy of the same.

Signature: _____

Printed: _____

Elected Office: _____

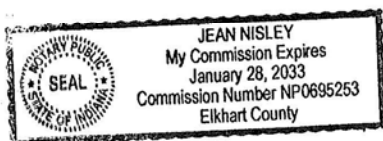
Dated: _____

STATE OF INDIANA)

) SS:

COUNTY OF ELKHART)

Before me, the undersigned Notary Public, on December 29, 2025, personally appeared Brett F. Weddell, an elected officer of the City of Goshen, Indiana, and being first duly sworn by upon their oath, says that the facts alleged in the foregoing certification are true.



Notary Public _____

Printed: _____

County of residence: _____

Commission number: _____

My commission expires: _____



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

January 8, 2026

To: Board of Public Works and Safety

From: Christina M. Bonham, Paralegal

Subject: Agreement with Abonmarche Consultants, Inc. for Carter Road Drainage Ditch Outfall Reconstruction

It is recommended that the Board approve and authorize Mayor Leichty to execute the attached Agreement with Abonmarche Consultants, Inc. to allow the City to enter into an agreement for Carter Road Drainage Ditch Outfall Reconstruction, which is more particularly described in attached Exhibit A – Contractor's Proposal.

The total cost for reconstruction will be Fifty-Nine Thousand Eight Hundred Dollars (\$59,800) for performing all Duties. **If alternate task of Construction Stormwater General Permit must be done, this will add an additional Three Thousand Six Hundred Dollars (\$3,600) to the prior stated total.

Suggested Motion:

Approve and authorize Mayor Leichty to execute the attached Agreement with Abonmarche Consultants, Inc. to allow the City to enter into an agreement for Carter Road Drainage Ditch Outfall Reconstruction.

AGREEMENT WITH ABONMARCHE CONSULTANTS, INC.

FOR CARTER ROAD DRAINAGE DITCH OUTFALL RECONSTRUCTION

THIS AGREEMENT is entered into on January _____, 2026, which is the date of the last signature set forth on the signature page, by and between **Abonmarche Consultants, Inc.** (“Contractor”), whose mailing address is 303 River Race Drive, Unit 206, Goshen, IN 46526, and **City of Goshen, Indiana** (“City”), a municipal corporation and political subdivision of the State of Indiana acting through the Goshen Board of Public Works and Safety.

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

Section 1. Component Parts of this Agreement

- (A) This Agreement shall include these terms and conditions, as well as the terms and conditions set forth in the Contractor’s Proposal dated December 19, 2025, attached to this Agreement as Exhibit A.
- (B) Any inconsistency or ambiguity in this Contract shall be resolved by giving precedence in the following order:
 - (1) This Agreement, and Amendments; and
 - (2) Contractor’s Proposal dated December 19, 2025, attached to this Agreement as Exhibit A.

Section 2. Scope of Services

Contractor shall provide City the services for performing maintenance to the Carter Road Ditch, which services are more particularly described in Contractor’s December 19, 2025, proposal attached as Exhibit A (hereinafter referred to as “Duties”).

In the event of any conflict between the terms of this agreement and the terms contained in the proposal attached as Exhibit A, the terms set forth in this agreement shall prevail.

Section 3. Effective Date; Term

- (A) The agreement shall become effective on the day of execution and approval by both parties.
- (B) Contractor acknowledges that time is of the essence and that the timely performance of its Duties is an important element of this agreement. Contractor shall perform all Duties as expeditiously as is consistent with professional skill and care in the orderly progress of the Duties.
- (C) Contractor shall commence the Duties as soon as practical after receiving a notice to proceed from City.
- (D) Contractor shall complete all Duties per the “Anticipated Schedule” listed in Exhibit A.

Section 4. Compensation

- (A) City agrees to compensate Contractor the sum of Fifty-Nine Thousand Eight Hundred Dollars (\$59,800) for performing all Duties. **If alternate task of Construction Stormwater General Permit must be done, this will add an additional Three Thousand Six Hundred Dollars (\$3,600) to the prior stated total.
- (B) Compensation to Contractor more particularly described as follows for performing all Duties:
- Survey Services..... Lump Sum of \$10,300
- Surveying – Initial Home Foundation Benchmark Lump Sum of \$1,000
- Design/Construction Documents
- Evaluate Outfall Location..... Lump Sum of \$3,600
- Construction Documents..... Lump Sum of \$21,300
- Permitting..... Lump Sum of \$8,900
- Bid Phase Services..... Lump Sum of \$3,700
- Surveying - Monitor Home Foundation Elevation Lump Sum of \$6,000
- Construction Phase Services (Hourly) Allowance of \$4,000
- Reimbursable Expenses Allowance of \$1,000
- **Construction Stormwater General Permit (Alternate Task if Needed) Lump Sum of \$3,600

Section 5. Payment

- (A) City shall pay Contractor for satisfactorily completing Duties under this agreement.
- (B) Contractor shall submit to City a detailed invoice upon completion of the Duties to the following address, or at such other address as City may designate in writing:
- City of Goshen
c/o Stormwater Management Department
204 East Jefferson Street
Goshen, IN 46528
Email is also acceptable at jasonkauffman@goshencity.com
- (C) Provided there is no dispute on amounts due, payment will be made to Contractor within forty-five (45) days following City's receipt of a detailed invoice for all Duties satisfactorily completed. If any dispute arises, the undisputed amount will be paid. Payment is deemed to be made on the date of mailing the check.
- (D) Contractor is required to have a current W-9 form on file with the Goshen Clerk-Treasurer's Office before City will issue payment.

Section 6. Ownership of Documents

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

Section 7. Licensing/Certification Standards

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

Section 8. Independent Contractor

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

Section 9. Non-Discrimination

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

Section 10. Employment Eligibility Verification

- (A) Contractor shall enroll in and verify the work eligibility status of all Contractor’s newly hired employees through the E-Verify program as defined in Indiana Code § 22-5-1.7-3. Contractor is not required to participate in the E-Verify program should the program cease to exist. Contractor is not required to participate in the E-Verify program if Contractor is self-employed and does not employ any employees.
- (B) Contractor shall not knowingly employ or contract with an unauthorized alien, and contractor shall not retain an employee or continue to contract with a person that the Contractor subsequently learns is an unauthorized alien.

- (C) Contractor shall require their subcontractors, who perform work under this contract, to certify to the Contractor that the subcontractor does not knowingly employ or contract with an unauthorized alien and that the subcontractor has enrolled and is participating in the E-Verify program. Contractor agrees to maintain this certification throughout the duration of the term of a contract with a subcontractor.
- (D) City may terminate the contract if Contractor fails to cure a breach of this provision no later than thirty (30) days after being notified by City of a breach.

Section 11. Contracting with Relatives

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

Section 12. No Investment Activities in Iran

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

Section 13. Indemnification

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

Section 14. Insurance

- (A) Prior to commencing work, the Contractor shall furnish City a certificate of insurance in accordance with the following minimum requirements, shall maintain the insurance in full force and effect, and shall keep on deposit at all times during the term of the contract with City the certificates of proof issued by the insurance carrier that such insurance is in full force and effect.
- (B) Each certificate shall require that written notice be given to the City at least thirty (30) days prior to the cancellation or a material change in the policy.
- (C) Contractor shall at least include the following types of insurance with the following minimum limits of liability:
 - (1) Workers Compensation and Employer's Liability - Statutory Limits

- (2) General Liability - Combined Bodily Injury and Property Damage, \$1,000,000 each occurrence and \$2,000,000 aggregate. The City of Goshen is to be named as an additional insured.
- (3) Automobile Liability - Combined Bodily Injury and Property Damage, \$1,000,000 each occurrence and \$2,000,000 aggregate. The City of Goshen is to be named as an additional insured.
- (4) Professional Liability - Combined Bodily Injury and Property Damage, \$1,000,000 each occurrence and aggregate
- (5) Excess Umbrella Coverage - \$4,000,000 each occurrence

Section 15. Force Majeure

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

Section 16. Default

- (A) If Contractor fails to perform the services or comply with the provisions of this agreement, then Contractor may be considered in default.
- (B) It shall be mutually agreed that if Contractor fails to perform the services or comply with the provisions of this contract, City may issue a written notice of default and provide a period of time that shall not be less than fifteen (15) days in which Contractor shall have the opportunity to cure. If the default is not cured within the time period allowed, the contract may be terminated by the City. In the event of default and failure to satisfactorily remedy the default after receipt of written notice, the City may otherwise secure similar services in any manner deemed proper by the City, and Contractor shall be liable to the City for any excess costs incurred
- (C) Contractor may also be considered in default by the City if any of the following occur:
 - (1) There is a substantive breach by Contractor of any obligation or duty owed under the provisions of this contract.
 - (2) Contractor is adjudged bankrupt or makes an assignment for the benefit of creditors.
 - (3) Contractor becomes insolvent or in an unsound financial condition so as to endanger performance under the contract.

- (4) Contractor becomes the subject of any proceeding under law relating to bankruptcy, insolvency or reorganization, or relief from creditors and/or debtors.
- (5) A receiver, trustee, or similar official is appointed for Contractor or any of Contractor's property.
- (6) Contractor is determined to be in violation of federal, state, or local laws or regulations and that such determination renders Contractor unable to perform the services described under these Specification Documents.
- (7) The contract or any right, monies or claims are assigned by Contractor without the consent of the City.

Section 17. Termination

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

Section 18. Notice

Any notice required or desired to be given under this agreement shall be deemed sufficient if it is made in writing and delivered personally or sent by regular first-class mail to the parties at the following addresses, or at such other place as either party may designate in writing from time to time. Notice will be considered given three (3) days after the notice is deposited in the US mail or when received at the appropriate address.

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

Contractor: Abonmarche Consultants, Inc.
Attention: Bradley E. Mosness, PE
303 River Race Drive, Unit 206
Goshen, IN 46526

Section 19. Subcontracting or Assignment

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

Section 20. Amendments

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

Section 21. Waiver of Rights

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

Section 22. Applicable Laws

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

Section 23. Miscellaneous

- (A) Any provision of this agreement or incorporated documents shall be interpreted in such a way that they are consistent with all provisions required by law to be inserted into the agreement. In the event of a conflict between these documents and applicable laws, rules, regulations or ordinances, the most stringent or legally binding requirement shall govern.
- (B) This agreement shall be construed in accordance with and governed by the laws of the State of Indiana and any suit must be brought in a court of competent jurisdiction in Elkhart County, Indiana.
- (C) In the event legal action is brought to enforce or interpret the terms and conditions of this agreement, the prevailing party of such action shall be entitled to recover all costs of that action, including reasonable attorneys' fees.

Section 24. Severability

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

Section 25. Binding Effect

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

Section 26. Entire Agreement

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

Section 27. Authority to Execute

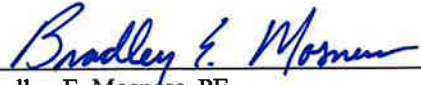
The undersigned affirm that all steps have been taken to authorize execution of this agreement, and upon the undersigned's execution, bind their respective organizations to the terms of the agreement.

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

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

Abonmarche Consultants, Inc.

Gina M. Leichty, Mayor



Bradley E. Mosness, PE
Vice President/Goshen Office Director

Date Signed: _____

Date Signed: 01-06-2026

December 19, 2025

Mr. Jason Kauffman, CESSWI, MS4CECI
Stormwater Coordinator
City of Goshen Stormwater Department
204 East Jefferson Street
Goshen, IN 46528

RE: PROPOSAL FOR PROFESSIONAL SERVICES

Carter Road Drainage Ditch Outfall Reconstruction
At the Elkhart River
City of Goshen

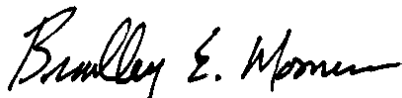
Dear Mr. Kauffman:

ABONMARCHE CONSULTANTS is pleased to present this proposal to provide professional services for the Carter Road Drainage Ditch Outfall Reconstruction Project. We have tailored our scope of services based upon the early coordination meeting with the permitting agencies, and the scope of work needed for the project.

This proposal includes our Work Plan, which consists of our Project Understanding, Scope of Services, and Fees for Services. I will be the Project Manager and primary contact for this project, and can be reached at (574) 314-1024, and by email at bmosness@abonmarche.com.

We appreciate the opportunity to submit our proposal and look forward to working with you and the City of Goshen on this project. If you have any questions regarding this proposal, please do not hesitate to contact me.

Sincerely,
ABONMARCHE CONSULTANTS, INC.



Bradley E. Mosness, PE
Vice President / Goshen Office Director

WORK PLAN

PROJECT UNDERSTANDING

The proposed project consists of performing maintenance to the Carter Road Ditch (previously known as the Elkhart Township Ditch) located along the north side of Carter Road, south of Witmer Woods, and situated between South Main Street (SR 15) and the Elkhart River. The Carter Road drain consists of an open ditch about 1,000 feet long that transitions into a 54"± diameter pipe for the remaining 400 feet to the outfall at the river. Major objectives for this project include:

1. Since the last maintenance in 2008, there are several large trees growing within the banks and bottom that need to be cut flush with the ditch bottom and removed along with the sediment deposition at the east end of the ditch. It is our understanding that the City will be managing the clearing and maintenance of the drainage ditch and at the outfall.
2. At the riverbank outfall, the City previously fixed two sinkholes and collapsed piping but another sinkhole and pipe collapse have recently been discovered. The City would like to replace and reconstruct the entire outfall at the riverbank which is anticipated to include removing and replacing one or two segments of pipe upstream.
3. Challenges at the existing outfall include:
 - a. The outfall is submerged about halfway, and it is anticipated a coffer dam is needed to hold water back from the work zone.
 - b. There is significant flow during rainfall events, so existing flows will need to be managed during construction.
 - c. With the sinkhole and significant settlement of the adjacent area, a headwall or permanent riverbank reinforcement will need to be evaluated at the new outfall.
 - d. The existing outfall is adjacent to a large stump and large birch tree that are anticipated to need removed to reshape and stabilize the riverbank.
 - e. With close proximity to an existing residential home, there is concern for possible settlement of the foundation, therefore, the City would like to monitor the elevation of the home during construction. The monitoring is proposed to be performed weekly once construction activities commence.
 - f. With the close proximity to the existing home, the City would like to evaluate the outfall location with a possible shift to the north within the existing easement by adding a manhole to transition the pipe alignment.
 - g. Access for construction equipment and materials will need to be determined during the design phase and a temporary construction easement may be needed from Goshen College.
4. To perform maintenance and to reconstruct the outfall at the riverbank, a coordination meeting was held on September 17, 2024, with the City of Goshen, Indiana Department of Natural Resources (DNR), Indiana Department of Environmental Management, and the U.S. Army Corps of Engineers.



- a. A Construction in a Floodway Permit is required by the DNR for the outfall reconstruction. The ditch dredging does not require this permit. Dam leveling review may be required during the permitting of the outfall reconstruction.
 - b. Permits from IDEM and the U.S. Army Corps of Engineers will need to be obtained for the outfall reconstruction. No permits will be required from either agency for the dredging work so long the stumps are left in place and removed sediment is placed upland (not in any wetlands) during the maintenance cleaning.
5. With the reconstruction of the outfall being under one acre of land disturbance, a Construction Stormwater General Permit is not anticipated. We included this permit as an Alternate task if the City foresees a permit is needed for the ditch maintenance project and wishes to utilize our assistance.
6. It is anticipated that the City of Goshen will publicly bid the proposed work to Contractors.

SCOPE OF SERVICES

We have tailored our scope of services pursuant to our discussions with you and our current understanding of the project. A brief listing of services we expect to deliver for this type of project are listed below.

Task #1: Survey Services

This task includes performing a detailed topographic survey with the limits being 200± feet from the outfall to the east, 50± feet to the north, to the adjacent home to the south, and the City's access drive (240± feet) and parcel to Carter Road. The riverbank will be surveyed approximately 40-50 feet each way of the outfall. With the City's assistance via a boat, we will survey an area approximately 50 feet by 50 feet at the outfall location to record the river bottom depths. The topographic survey shall include locating existing pavements, existing trees, existing pipe and outfall, existing bank and water's edge, adjacent home foundation, access drive to Carter Road, and landscape areas near the discharge pipe. The survey elevations shall reference NAVD88 for vertical and state plane coordinates for horizontal.

This task also includes performing a limited boundary survey of the limits described above to establish the adjacent property lines and the drainage ditch easement. Prior to performing the survey, utility locates shall be requested through INDIANA 811. A survey drawing shall be prepared and included in the documents.

Task #1a: Surveying – Initial Home Foundation Benchmark

This task includes recording an elevation of the adjacent home foundation at an agreed location, recording an elevation of the garage slab for reference, and establishing a temporary benchmark near the home for reference during the construction phase. This task also includes preparing a basic exhibit identifying the initial measurements and creating a chart to update weekly with elevation readings during the construction phase.



Task #2: Design / Construction Documents

This task initially includes evaluating the outfall location and proximity to the existing home to determine a possible shift to the north to provide more separation. A concept plan will be developed and reviewed with the client.

Upon approval of the replacement outfall location, this task include advancing the concept to construction documents for the proposed project, which are anticipated to include a cover sheet, clearing/removals, plan/profile sheet of the new outfall and piping, coffer dam information, reconstruction details of the outfall, bank stabilization details, construction details, and erosion control. Detailed project specifications will be prepared using the City's typical language to further detail the design.

Depending on the findings of the survey and subsequent evaluation of the outfall during the design phase, a geotechnical investigation may need to be considered. Please note this proposal does not include a geotechnical investigation, but our office is able to coordinate with a geotechnical firm if it is decided to pursue.

This task also includes assembling the complete package of construction bid documents using the City's standard format and requirements (cover page, Notice to Bidders, Table of Contents, "front end" requirements, etc.). Our office will coordinate a review meeting with the City, revise and finalize the documents as needed, and furnish a PDF copy to upload onto the Quest Project Plan Room, www.questcdn.com.

We anticipate a kickoff meeting to review the scope of work and schedule, and separate meetings to review the reconstructed outfall location, and 60% and 95% progress construction documents including a list of estimated quantities and costs.

Task #3: Permitting

This task includes preparing construction permit applications for the project with supporting exhibit drawings following the typical DNR permit requirements for each application. Our office will lead communication and coordination with the agencies during the permit application review process. The following permits are anticipated for the project with filing and permit fees invoiced separately and noted on the invoice as a reimbursable expense.

1. DNR – Construction in a Floodway
2. IDEM – Section 401 WQC Regional General Permit Notification
3. U.S. Army Corps of Engineers Permit – Section 404

Task #4: Bid Phase Services

This task includes attending a pre-bid meeting, answering bid questions from the City and potential bidders, and preparing addendums, if necessary, to the bid documents.



Task #5: Surveying – Monitor House Foundation Elevation

This task includes performing a weekly trip to the project site during construction to measure an established location on the foundation of the adjacent existing home to determine if there is any settlement occurring during construction. This task includes 12 separate trips to the project site. An initial elevation reading will be recorded in Task #1. If additional trips are requested or required, our office will provide a contract amendment prior to exceeding 12 trips.

Task #6: Construction Phase Services (Hourly)

As requested by the City, this task shall be performed in accordance with our hourly rates and may include, but is not limited to, attending a pre-construction meeting, answering City and Contractor questions from the field, performing periodic site visits, and attending any onsite field progress meetings with the City and Contractor as requested.

Alternate

Task #7: Construction Stormwater General Permit

If requested, this task includes preparing a Storm Water Pollution Prevention Plan (SWPPP), construction details, schedules, and methods for controlling soil erosion in accordance with State Regulation and the City of Goshen and Elkhart County's MS4 Program. These documents, along with the required permit applications, shall be submitted for local review/approval and to IDEM prior to any earthwork activities. The required filing fees and advertisement charge will be paid electronically and included on our invoice as reimbursable expenses. Please note this task does not include monitoring and onsite evaluations.



FEES FOR SERVICES

ABONMARCHE shall receive as payment for the work performed under this contract the total lump sum amount for each task listed below and hourly rates for Allowances where specified. All services below are firm for 90 days. If not completed within one year, Abonmarche reserves the right to adjust all uncompleted items for cost-of-living increase.

Please note the below costs include filing, permitting, and advertising fees noted as a reimbursable expense and invoiced by Abonmarche.

Base Services

Task #1	Survey Services	\$ 10,300
Task #1a	Surveying – Initial Home Foundation Benchmark	\$ 1,000
Task #2	Design / Construction Documents	
	Evaluate Outfall Location	\$ 3,600
	Construction Documents.....	\$ 21,300
Task #3	Permitting	\$ 8,900
Task #4	Bid Phase Services	\$ 3,700
Task #5	Surveying – Monitor Home Foundation Elevation	\$ 6,000
	(12 Trips at \$500 Each)	
Task #6	Construction Phase Services (Hourly)	(Allowance) \$ 4,000
	Reimbursable Expenses.....	(Allowance) \$ 1,000
TOTAL:		\$ 59,800 (Lump Sum)

Alternate

Task #7	Construction Stormwater General Permit	\$ 3,600
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MAXIMUM HOURLY RATES BY JOB CLASSIFICATION

Principal	\$ 265 - \$ 290
Project Manager	\$ 215 - \$ 230
Project Engineer	\$ 150 - \$ 205
Staff Engineer	\$ 125 - \$ 150
Project Surveyor	\$ 135 - \$ 170
CADD Technician	\$ 125
Field Survey Rate	\$ 225
Administrative Assistant	\$ 90



ANTICIPATED SCHEDULE

If a Notice to Proceed is furnished by January 30, 2026, ABONMARCHE shall proceed with the anticipated schedule below.

Week of February 9, 2026	Kickoff Meeting with City
March 20, 2026	Survey Completed
May 22, 2026	60% Construction Documents
Week of May 25, 2026	Review with City
June 1 to June 16, 2026	Prepare Permit Applications
June 17-19, 2026	Review Applications with City and Obtain Signatures
June 24 – November 2026**	Submittal and Anticipated Review by Agencies
July 24, 2026	90% Construction Documents and Bid Documents
Week of July 27, 2026	Review with City
August 2026	Finalize Documents for Bidding
TBD	Advertisements #1 and #2
TBD	Anticipated Award
TBD**	Start Construction

**Subject to Permitting Agencies Schedules

INFORMATION TO BE PROVIDED BY CITY

1. As-Built Documents, if available
2. Drainage Ditch Maintenance Plans / Bid Documents – to be prepared by City
3. Prior Applicable Permitting, if available
4. River Access / Boat to assist with underwater bank measurements
5. Geotechnical Investigation
6. "Front End" Contract Documents

ADDITIONAL SERVICES OFFERED BY ABONMARCHE

1. Geotechnical Investigation
2. Hydraulic Modeling, if required
3. Easement Description and Supporting Exhibits, if found to be needed
4. Landscape Design
5. As-Built Survey upon Outfall Reconstruction is Complete





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

January 8, 2026

To: Board of Public Works and Safety

From: Christina M. Bonham, Paralegal

Subject: Agreement with Abonmarche Consultants, Inc. for Madison Street Bank Repair Permitting

It is recommended that the Board approve and authorize Mayor Leichty to execute the attached Agreement with Abonmarche Consultants, Inc. to allow the City to enter into an agreement for Madison Street Bank Repair Permitting, which is more particularly described in attached Exhibit A – Contractor's Proposal.

The total cost for obtaining "after-the-fact" permits for necessary repair(s) due to damage(s) caused by beaver activity will be Five Thousand Two Hundred Dollars (\$5,200) for performing all Duties.

Suggested Motion:

Approve and authorize Mayor Leichty to execute the attached Agreement with Abonmarche Consultants, Inc. to allow the City to enter into an agreement for Madison Street Bank Repair Permitting.

AGREEMENT WITH ABONMARCHE CONSULTANTS, INC.
FOR MADISON STREET BANK REPAIR PERMITTING

THIS AGREEMENT is entered into on January _____, 2026, which is the date of the last signature set forth on the signature page, by and between **Abonmarche Consultants, Inc.** (“Contractor”), whose mailing address is 303 River Race Drive, Unit 206, Goshen, IN 46526, and **City of Goshen, Indiana** (“City”), a municipal corporation and political subdivision of the State of Indiana acting through the Goshen Board of Public Works and Safety.

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

Section 1. Component Parts of this Agreement

- (A) This Agreement shall include these terms and conditions, as well as the terms and conditions set forth in the Contractor’s Proposal dated December 19, 2025, attached to this Agreement as Exhibit A.
- (B) Any inconsistency or ambiguity in this Contract shall be resolved by giving precedence in the following order:
 - (1) This Agreement, and Amendments; and
 - (2) Contractor’s Proposal dated December 19, 2025, attached to this Agreement as Exhibit A.

Section 2. Scope of Services

Contractor shall provide City the services for obtaining “after-the-fact” permits for necessary repair(s) due to damage(s) caused by beaver activity, which services are more particularly described in Contractor’s December 19, 2025, proposal attached as Exhibit A (hereinafter referred to as “Duties”).

In the event of any conflict between the terms of this agreement and the terms contained in the proposal attached as Exhibit A, the terms set forth in this agreement shall prevail.

Section 3. Effective Date; Term

- (A) The agreement shall become effective on the day of execution and approval by both parties.
- (B) Contractor acknowledges that time is of the essence and that the timely performance of its Duties is an important element of this agreement. Contractor shall perform all Duties as expeditiously as is consistent with professional skill and care in the orderly progress of the Duties.
- (C) Contractor shall commence the Duties as soon as practical after receiving a notice to proceed from City.
- (D) Contractor shall complete all Duties per the “Anticipated Schedule” listed in Exhibit A.

Section 4. Compensation

- (A) City agrees to compensate Contractor the sum of Five Thousand Two Hundred Dollars (\$5,200) for performing all Duties.
- (B) Compensation to Contractor more particularly described as follows for performing all Duties:
 - Permitting..... Lump Sum of \$4,700
 - Reimbursable Expenses Lump Sum of \$500

Section 5. Payment

- (A) City shall pay Contractor for satisfactorily completing Duties under this agreement.
- (B) Contractor shall submit to City a detailed invoice upon completion of the Duties to the following address, or at such other address as City may designate in writing:
 - City of Goshen
 - c/o Stormwater Management Department
 - 204 East Jefferson Street
 - Goshen, IN 46528
 - Email is also acceptable at jasonkauffman@goshencity.com
- (C) Provided there is no dispute on amounts due, payment will be made to Contractor within forty-five (45) days following City's receipt of a detailed invoice for all Duties satisfactorily completed. If any dispute arises, the undisputed amount will be paid. Payment is deemed to be made on the date of mailing the check.
- (D) Contractor is required to have a current W-9 form on file with the Goshen Clerk-Treasurer's Office before City will issue payment.

Section 6. Ownership of Documents

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

Section 7. Licensing/Certification Standards

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

Section 8. Independent Contractor

- (A) Contractor shall operate as a separate entity and independent contractor of the City of Goshen. Any employees, agents or subcontractors of Contractor shall be under the sole and exclusive direction and control of Contractor and shall not be considered employees, agents or subcontractors of City.

City shall not be responsible for injury, including death, to any persons or damages to any property arising out of the acts or omissions of Contractor and/or Contractor's employees, agents or subcontractors.

- (B) Contractor understands that City will not carry worker's compensation or any other insurance on Contractor and/or Contractor's employees or subcontractors. Prior to commencing work under this agreement, and if Contractor utilizes employees or subcontractors to perform work under this agreement, Contractor agrees to provide City a certificate(s) of insurance showing Contractor's and any subcontractor's compliance with workers' compensation statutory requirements.
- (C) Contractor is solely responsible for compliance with all federal, state and local laws regarding reporting of compensation earned and payment of taxes. City will not withhold federal, state or local income taxes or any other payroll taxes.

Section 9. Non-Discrimination

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

Section 10. Employment Eligibility Verification

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

Section 11. Contracting with Relatives

Pursuant to Indiana Code § 36-1-21, if the Contractor is a relative of a City of Goshen elected official or a business entity that is wholly or partially owned by a relative of a City of Goshen elected official, the

Contractor certifies that Contractor has notified both the City of Goshen elected official and the City of Goshen Legal Department of the relationship prior to entering into this agreement.

Section 12. No Investment Activities in Iran

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

Section 13. Indemnification

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

Section 14. Force Majeure

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

Section 15. Default

- (A) If Contractor fails to perform the services or comply with the provisions of this agreement, then Contractor may be considered in default.
- (B) It shall be mutually agreed that if Contractor fails to perform the services or comply with the provisions of this contract, City may issue a written notice of default and provide a period of time that shall not be less than fifteen (15) days in which Contractor shall have the opportunity to cure. If the default is not cured within the time period allowed, the contract may be terminated by the City. In the event of default and failure to satisfactorily remedy the default after receipt of written notice, the City may otherwise secure similar services in any manner deemed proper by the City, and Contractor shall be liable to the City for any excess costs incurred
- (C) Contractor may also be considered in default by the City if any of the following occur:

- (1) There is a substantive breach by Contractor of any obligation or duty owed under the provisions of this contract.
- (2) Contractor is adjudged bankrupt or makes an assignment for the benefit of creditors.
- (3) Contractor becomes insolvent or in an unsound financial condition so as to endanger performance under the contract.
- (4) Contractor becomes the subject of any proceeding under law relating to bankruptcy, insolvency or reorganization, or relief from creditors and/or debtors.
- (5) A receiver, trustee, or similar official is appointed for Contractor or any of Contractor's property.
- (6) Contractor is determined to be in violation of federal, state, or local laws or regulations and that such determination renders Contractor unable to perform the services described under these Specification Documents.
- (7) The contract or any right, monies or claims are assigned by Contractor without the consent of the City.

Section 16. Termination

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

Section 17. Notice

Any notice required or desired to be given under this agreement shall be deemed sufficient if it is made in writing and delivered personally or sent by regular first-class mail to the parties at the following addresses, or at such other place as either party may designate in writing from time to time. Notice will be considered given three (3) days after the notice is deposited in the US mail or when received at the appropriate address.

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

Contractor: Abonmarche Consultants, Inc.
Attention: Bradley E. Mosness, PE
303 River Race Drive, Unit 206
Goshen, IN 46526

Section 18. Subcontracting or Assignment

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

Section 19. Amendments

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

Section 20. Waiver of Rights

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

Section 21. Applicable Laws

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

Section 22. Miscellaneous

- (A) Any provision of this agreement or incorporated documents shall be interpreted in such a way that they are consistent with all provisions required by law to be inserted into the agreement. In the event of a conflict between these documents and applicable laws, rules, regulations or ordinances, the most stringent or legally binding requirement shall govern.
- (B) This agreement shall be construed in accordance with and governed by the laws of the State of Indiana and any suit must be brought in a court of competent jurisdiction in Elkhart County, Indiana.
- (C) In the event legal action is brought to enforce or interpret the terms and conditions of this agreement, the prevailing party of such action shall be entitled to recover all costs of that action, including reasonable attorneys' fees.

Section 23. Severability

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

Section 24. Binding Effect

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

Section 25. Entire Agreement

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

Section 26. Authority to Execute

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

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

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

Abonmarche Consultants, Inc.

Gina M. Leichty, Mayor



Bradley E. Mosness, PE
Vice President/Goshen Office Director

Date Signed: _____

Date Signed: 01-05-2025

December 19, 2025

Mr. Jason Kauffman, CESSWI, MS4CECI
Stormwater Coordinator
City of Goshen Stormwater Department
204 East Jefferson Street
Goshen, IN 46528

RE: PROPOSAL FOR PROFESSIONAL SERVICES

Madison Street Bank Repair Permitting
Adjacent to the Mill Race Canal
City of Goshen

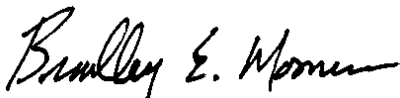
Dear Mr. Kauffman:

ABONMARCHE CONSULTANTS is pleased to present this proposal to provide professional services for the Madison Street Bank Repair Project. We have tailored our scope of services based upon the early coordinating meeting with the permitting agencies, the repair work performed by City Staff, and the agencies indication that "after-the-fact" permits may be requested.

This proposal includes our Work Plan, which consists of our Project Understanding, Scope of Services, and Fees for Services. I will be the Project Manager and primary contact for this project. I can be reached at (574) 314-1024, and by email at bmosness@abonmarche.com.

We appreciate the opportunity to submit our proposal and look forward to working with you and the City of Goshen on this project. If you have any questions regarding this proposal, please do not hesitate to contact me.

Sincerely,
ABONMARCHE CONSULTANTS, INC.



Bradley E. Mosness, PE
Vice President / Goshen Office Director

WORK PLAN

PROJECT UNDERSTANDING

The proposed project includes repairing the bank and road adjacent to the bridge over the Mill Race Canal due to beaver activity that has caused a sinkhole to appear and undermine the curb and portion of the roadway. The intent is to fill the sinkhole void below the roadway, stabilize and reinforce the bank adjacent to the bridge, and reconstruct the roadway affected by the sinkhole. Other major objectives for this project include:

1. A coordination meeting was held on September 17, 2024, with the City of Goshen, Indiana Department of Natural Resources (DNR), Indiana Department of Environmental Management, and the U.S. Army Corps of Engineers to discuss the project.
 - a. A permit is not needed from the DNR since the proposed project is located outside the published floodway.
 - b. Permits from IDEM and the U.S. Army Corps of Engineers will need to be obtained since the bank reinforcement will extend below the ordinary high-water mark (OHWM) of the Mill Race Canal. Filling the sinkhole and repairing the roadway are located above the OHWM and permits are not required for those tasks.
 - c. With the project being a public safety concern, "after-the-fact" permit applications can be submitted to the agencies.
2. The work has already been completed by City Staff, and several site photographs were taken to incorporate into the permit applications.

SCOPE OF SERVICES

We have tailored our scope of services pursuant to our discussions with you and our current understanding of the project. A brief listing of services we expect to deliver for this type of project are listed below.

Task #1: Permitting

This task includes preparing permit applications for the constructed project (after-the-fact) using site photographs provided by the City supplemented with a description of the work completed. Our office will lead communication and coordination with the agencies during the permit application review process. The following permits are anticipated for the project:

1. IDEM – Section 401 WQC Regional General Permit Notification
2. U.S. Army Corps of Engineers Permit – Section 404



FEES FOR SERVICES

ABONMARCHE shall receive as payment for the work performed under this contract the total lump sum amount for each task listed below. All services below are firm for 90 days. If not completed within one year, Abonmarche reserves the right to adjust all uncompleted items for cost-of-living increase.

Please note the below costs include filing, permitting, and advertising fees as a reimbursable expense invoiced by Abonmarche.

Task #1	Permitting	\$ 4,700
	Reimbursable Expenses.....(Allowance)	\$ 500
TOTAL:		\$ 5,200 (Lump Sum)

MAXIMUM HOURLY RATES BY JOB CLASSIFICATION

Principal	\$ 265 - \$ 290
Project Manager	\$ 215 - \$ 230
Project Engineer	\$ 150 - \$ 205
Staff Engineer	\$ 125 - \$ 150
CADD Technician	\$ 125
Administrative Assistant	\$ 90



ANTICIPATED SCHEDULE

If a Notice to Proceed is furnished by January 30, 2026, ABONMARCHE shall proceed with the anticipated schedule below.

March 27, 2026	Submit Permit Applications to City
Week of April 6, 2026	Review with City and Obtain Signatures
April 20 – September 2026**	Submittal and Anticipated Review by Agencies

**Subject to Permitting Agencies Schedules

