



**Agenda for the Goshen Common Council**  
**6:00 p.m., FEBRUARY 23, 2026 Regular Meeting**  
**Council Chamber, Police & Court Building, 111 East Jefferson Street, Goshen, IN**  
*For a live stream of the meeting, go to: <https://us02web.zoom.us/j/81652777559>*

**Call to Order by Mayor Gina Leichty**

**Pledge of Allegiance by Nazar Vintskovskyi**, a student at Model Elementary School

**Roll Call:**

**Linda Gerber** (At-Large)    **Phil Lederach** (District 5)    **Doug Nisley** (District 2)  
**Megan Peel** (District 4)    **Donald Riegsecker** (District 1)    **Matt Schrock** (District 3)  
**Council President Brett Weddell** (At-Large) **Youth Adviser Abril Reyes** (Non-voting)

**Approval of Minutes:** Not yet ready

**Approval of Meeting Agenda**

**1) Recognition of the retirement of Police Division Chief Ryan Adams**

**2) Resolution 2026-01**, Interlocal Agreement with the County of Elkhart for Animal Control Services

**3) Ordinance 5252**, Amend Ordinance 4624 to Update the Calculation of Individually Measured Impervious Area for the Goshen Department of Stormwater Management

**Privilege of the Floor**

**Elected Official Reports**

**Adjournment**



City Clerk-Treasurer

CITY OF GOSHEN

202 South Fifth Street, Suite 2 • Goshen, IN 46528-3714

Phone (574) 533-8625 • Fax (574) 533-9740

[clerktreasurer@goshencity.com](mailto:clerktreasurer@goshencity.com) • [www.goshenindiana.org](http://www.goshenindiana.org)

**To:** Common Council members  
**From:** Clerk-Treasurer Richard R. Aguirre  
**Date:** February 23, 2026  
**Subject:** Retirement recognition of Goshen Police Division Chief Ryan Adams

At the Feb. 23, 2026 Common Council meeting, Mayor Leichty and Councilors are scheduled to honor retiring **Goshen Police Division Chief Ryan Adams** for his 28 years of distinguished service to the City of Goshen.

Attached to this memorandum is Police Chief Jose Miller's Jan. 22, 2026 request to the Board of Public Works and Safety to accept Chief Adams' retirement and Chief Adams' letter notifying Chief Miller of his retirement. The Board accepted the retirement, effective Feb. 19, 2026.

Division Chief Adams began his career with the Goshen Police Department on Feb. 13, 1998. Throughout his career he served in numerous roles, including Patrol Officer, S.W.A.T. Commander, Patrol Lieutenant, Patrol Captain, Detective, Division Chief of Investigations, and Division Chief of Patrol.



**Jose' D. Miller**

**Chief of Police**

111 E Jefferson St  
Goshen, Indiana 46528

TO: Goshen Board of Public Works & Safety  
Mayor Gina Leichty  
Member Mike Landis  
Member Mary Nichols  
Member Barb Swartley  
Member Orv Myers

Date: January 22, 2026

From: Jose' Miller, Chief of Police

Reference: The Retirement of Division Chief Ryan Adams #125

I respectfully request that the Board of Public Works and Safety accept the retirement of Division Chief Ryan Adams, effective February 20, 2026. Division Chief Adams' final day of employment with the Goshen Police Department will be Thursday, February 19, 2026.

Division Chief Adams began his career with the Goshen Police Department on February 13, 1998, and has dedicated more than twenty-eight (28) years of distinguished service to this department and the Goshen community. Throughout his career, he served in numerous roles, including Patrol Officer, S.W.A.T. Commander, Patrol Lieutenant, Patrol Captain, Detective, Division Chief of Investigations, and Division Chief of Patrol.

Division Chief Adams has always taken great pride in the meaning of the badge and in selfless service to this community. His integrity, work ethic, leadership, and professional abilities were second to none. His retirement will represent a significant loss to both the department and the community we serve.

On behalf of the Goshen Police Department, I extend my sincere appreciation to Division Chief Adams for his decades of dedicated service and wish him nothing but the best in the next chapter of his life.

Respectfully,

A handwritten signature in black ink, appearing to be "Jose' Miller".

Jose' Miller #116

Chief of Police

Goshen City Police Department  
111 E. Jefferson Street  
Goshen, IN. 46528

Ryan Adams  
Division Chief  
Goshen Police Department

Monday, January 5<sup>th</sup>, 2026

Chief Jose Miller  
City of Goshen  
Goshen, Indiana

Dear Chief Miller, Mayor Leichty, and the Citizens of Goshen,

After twenty-eight years of dedicated service to the citizens of Goshen, I announce my retirement from the Goshen Police Department. My final day of employment will be Thursday, February 19, 2026. Making this decision was not easy, but it comes with a full heart, deep gratitude, and immense pride in the work we have done together.

When I first raised my right hand, I could not have fully understood how profoundly this profession would shape my life. Law enforcement is more than a career; it is a calling that asks you to stand steady in moments of uncertainty, to serve quietly without expectation, and to carry responsibility long after the uniform comes off. Over nearly three decades, I have learned that the badge itself holds no power—character, compassion, and integrity do.

Throughout my career, I was privileged to walk alongside the people of this community during some of the most meaningful moments of their lives. I have held hands in times of grief, stood beside families facing hardship, and witnessed remarkable resilience and hope in moments when it mattered most. Those experiences are indelible, and they serve as constant reminders that policing, at its core, is about people.

In return, this community gave me more than I could ever repay. A simple “thank you for your service,” a meal quietly covered by a stranger, or a letter of encouragement arriving on a difficult day—those gestures carried me through the weight of the job and reaffirmed why this work mattered. They reminded me that service, even when unseen, is never without purpose.

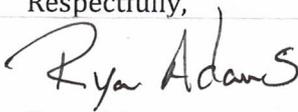
I have had the honor of serving alongside men and women of extraordinary professionalism and courage. I have seen officers run toward danger not because they were fearless, but because someone needed them. Leadership taught me that rank matters far less than responsibility—that listening often matters more than speaking, and that caring deeply about people is not a weakness, but a necessity. To those who trusted me, challenged me, and stood beside me, thank you.

I am deeply grateful to Chief Miller, my fellow officers, City leadership, and above all, the people of Goshen, for your confidence, encouragement, and trust. The relationships forged here are among the most meaningful of my life, and they will remain with me long after I hang up the uniform.

While I step away from active duty, my heart will always remain with this community and with the men and women who continue to dedicate themselves to its safety and well-being. Goshen has been my home, my purpose, and my calling. I leave this profession with gratitude rather than regret, pride in what has been accomplished, and confidence in those who will carry the mission forward.

Though the badge may come off, the values this career instilled—service, accountability, humility, and respect—will remain with me always. Thank you for allowing me the profound privilege of serving.

Respectfully,



Ryan Adams



**CITY OF GOSHEN LEGAL DEPARTMENT**

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

Phone (574) 537-3820 • Fax (574) 537-3817 • TDD (574) 534-3185  
[www.goshenindiana.org](http://www.goshenindiana.org)

February 23, 2026

To: Goshen Common Council

From: Shannon Marks, Legal Compliance Administrator

Subject: Resolution 2026-01, Interlocal Agreement with the County of Elkhart  
for Animal Control Services

Resolution 2026-01 is to approve the terms and conditions of the Interlocal Agreement with the County of Elkhart for Animal Control Services. The County has entered into a Contract with The Humane Society of Elkhart County, Inc. to provide animal shelter management and animal control services for 2026 for certain areas of the county, including within the Goshen city limits. Under this Interlocal Agreement, the City would contribute \$93,940 to reimburse the County for the cost of providing animal shelter management and animal control services within the Goshen city limits. The City contributed this same amount in 2025. The Goshen Board of Public Works and Safety approved this Interlocal Agreement at the Board's meeting of February 5, 2026.

**Goshen Common Council  
Resolution 2026-01**

**Interlocal Agreement with the County of Elkhart  
for Animal Control Services**

WHEREAS the County of Elkhart has negotiated a contract with The Humane Society of Elkhart County, Inc. to provide animal shelter management and animal control services for 2026 for certain areas of Elkhart County, including within the corporate boundaries of the City of Goshen.

WHEREAS the City of Goshen agrees to contribute \$93,940 to reimburse the County of Elkhart for the cost of providing animal shelter management and animal control services within the corporate boundaries of the City of Goshen.

WHEREAS pursuant to Indiana Code § 36-1-7 et seq., a power that may be exercised by one governmental entity may be exercised by one entity on behalf of another entity if the entities enter into a written agreement.

NOW, THEREFORE, BE IT RESOLVED that the Goshen Common Council approves the terms and conditions of the Interlocal Agreement between Elkhart County, Indiana and City of Goshen, Indiana for Animal Control Services, a copy of which is attached to and made a part of this resolution.

PASSED by the Goshen Common Council on \_\_\_\_\_, 2026.

\_\_\_\_\_  
Gina M. Leichty, Presiding Officer

ATTEST:

\_\_\_\_\_  
Richard R. Aguirre, Clerk-Treasurer

PRESENTED to the Mayor of the City of Goshen on \_\_\_\_\_, 2026, at the hour of \_\_\_\_\_:\_\_\_\_\_.m.

\_\_\_\_\_  
Richard R. Aguirre, Clerk-Treasurer

APPROVED and ADOPTED on \_\_\_\_\_, 2026.

\_\_\_\_\_  
Gina M. Leichty, Mayor

**INTERLOCAL AGREEMENT**  
**FOR**  
**ANIMAL CONTROL SERVICES**

This Interlocal Agreement for Animal Control Services ("Agreement") is made and entered into effective as of the last party to sign below, by and between the County of Elkhart, Indiana ("County"), and the City of Goshen, Indiana ("Municipality").

RECITALS

A. County has negotiated with The Humane Society of Elkhart County, Inc. for animal shelter management and animal control services for 2026.

B. The Contract for Animal Shelter Management and Animal Control Services for 2026 ("Contract") includes the unincorporated areas of Elkhart County and may include the areas within the corporate limits of the Municipality.

C. The Contract has been entered into by County in the form attached hereto as Exhibit A.

D. County and Municipality desire to enter into this Agreement in order to provide for the Services within the Municipality and to facilitate the reimbursement to the County by the Municipality for the cost of providing Services within the Municipality for calendar year 2026;

NOW, THEREFORE in consideration of the foregoing and of the promises and commitments herein contained, the parties hereby agree as follows:

AGREEMENT

1. Definition of Services. For purposes of this Agreement, the term "Services" will refer to the animal shelter management and animal control services to be furnished by The Humane Society of Elkhart County, Inc. to the Municipality pursuant to the Contract attached hereto as Exhibit A.

2. Administration. The County will serve as the lead agency for the Services and assumes and agrees to be responsible for the overall administration of the Services to include, but not be limited to, the following:

a. Contracting with The Humane Society of Elkhart County, Inc. as required by and in compliance with the applicable statutes governing the County and contracts for public services.

b. Administering the contract with The Humane Society of Elkhart County, Inc.

c. Maintaining the documents, contracts, notices, and other records in connection with the Services, including the financial records and providing a financial summary to the Municipality for all funds expended and received in connection with the Services.

d. Providing such other general administrative services as are necessary to complete the Services.

3. Municipality Participation. Municipality will be responsible for reimbursing and contributing to County the sum of Ninety-Three Thousand Nine Hundred Forty Dollars (\$93,940.00) for the Services which will be paid in two (2) installments of Forty Six Thousand Nine Hundred Seventy Dollars (\$46,970.00) each with the first installment becoming due and payable in or before March 31, 2026, and with the second installment being payable on or before June 30, 2026. The Municipality contribution, or changes in amounts thereto, for calendar year 2026 are subject to budget approvals and appropriations by the Municipality.

4. Filing Requirements. Within thirty (30) days after the approval and execution of this Agreement, the County will have this Agreement recorded and filed with the appropriate governmental offices and agencies as required by Indiana Code.

5. Supplemental Documents. The Municipality and County agree to execute any and all supplementary documents and to take any and all supplementary steps as are reasonable and appropriate to accomplish the purposes and provisions of this Agreement.

6. Non-Discrimination. Pursuant to Indiana Code § 22-9-1-10, neither the County nor any of its contractors or subcontractors will discriminate against any employee or applicant for employment, to be employed in the performance of any work under this Agreement with respect to hire, tenure, terms or conditions or privileges of employment, or any matter directly or indirectly related to employment because of race, color, religion, sex, disability, national origin, ancestry or veteran status. Breach of this covenant may be regarded as a material breach of this Agreement.

7. Miscellaneous.

a. Amendment. This Agreement, and any exhibits attached hereto, may be amended only by the mutual written consent of the parties, by the adoption of a resolution approving said amendment as provided by law, and by the execution of said amendment by the parties.

b. No Other Agreement. Except as otherwise expressly provided herein, this Agreement supersedes all prior agreements, negotiations, and discussions relative to the subject matter hereof and is a full integration of the agreement of the parties.

c. Severability. If any provision, covenant, agreement or portion of this Agreement or its application to any person, entity or property is held invalid, such invalidity will not affect the application or validity of any other provisions, covenants, agreements, or portions of this Agreement, and to that end, any provisions, covenants, agreements or portions of this Agreement are declared to be severable.

d. Indiana Law. This Agreement will be governed by and construed in accordance with the laws of the State of Indiana.

e. Notice. Any notices required or permitted under this Agreement must be given to the parties at their respective mailing addresses provided below by deposit in the United States mail, certified mail, return receipt requested, with proper postage affixed thereto, and which notices will be effective three (3) days after date of mailing:

County: Board of Commissioners of the County of Elkhart, Indiana  
Elkhart County Administration Building  
Attn: County Administrator  
117 North Second Street  
Goshen, IN 46526

With required copy to: Yoder, Ainlay, Ulmer & Buckingham, LLP  
Attn: Steven Olsen, Elkhart County Attorney  
P.O. Box 575  
130 North Main Street  
Goshen, IN 46527

Municipality: City of Goshen  
Attn: Goshen Legal Department  
204 East Jefferson Street, Suite 2  
Goshen, IN 46528

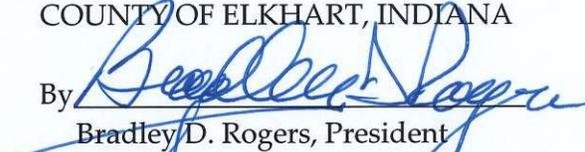
The parties may change their respective mailing addresses by providing written notice of the new address in accordance with the terms and provisions of this paragraph.

8. Binding Effect. This Agreement will be binding upon and will inure to the benefit of the parties hereto and their respective successors and assigns; provided, however, that this Agreement may not be assigned without the express written consent of the non-assigning party.

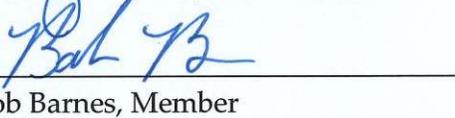
9. Counterparts. This Agreement may be executed in multiple counterparts and with multiple but separate signature pages with the multiple counterparts and multiple and separate signature pages constituting one single and unified Agreement when combined.

IN WITNESS WHEREOF, the parties have duly executed this Agreement pursuant to all requisite authorizations as of the date first above written.

BOARD OF COMMISSIONERS OF THE  
COUNTY OF ELKHART, INDIANA

By   
Bradley D. Rogers, President

By   
Suzanne Weirick, Vice-President

By   
Bob Barnes, Member

ATTEST:  
  
Tiara Jackson, Elkhart County 1<sup>st</sup> Deputy Auditor

STATE OF INDIANA            )  
  ) SS:  
COUNTY OF ELKHART        )

Before me, a Notary Public in and for said County and State, this 20th day of January, 2026, personally appeared Bradley D. Rogers, President, Suzanne Weirick, Vice President, and Bob Barnes, Member of the Board of Commissioners of Elkhart County, Indiana and Tiara Jackson, Elkhart County 1<sup>st</sup> Deputy Auditor, and acknowledged that as said Commissioners and 1<sup>st</sup> Deputy Auditor, they respectively executed the foregoing Interlocal Agreement for and on behalf of, and in the name of Elkhart County, for the uses and purposed therein mentioned, and that they were authorized so to do.

WITNESS my hand and notarial seal.  
  
STEVEN J. OLSEN  
NOTARY PUBLIC  
State of Indiana, Elkhart County  
My commission expires Sept. 25, 2026  
Commission Number: 0716049  
My Commission Expires: September 25, 2026  
Commission Number: 0716049

  
Steven J. Olsen, Notary Public  
Resident of Elkhart County, Indiana

CITY OF GOSHEN, INDIANA

\_\_\_\_\_  
Gina M. Leichty, Mayor

ATTEST:

\_\_\_\_\_  
Richard R. Aguirre, Clerk-Treasurer

STATE OF INDIANA            )  
  ) SS:  
COUNTY OF ELKHART        )

Before me, a Notary Public in and for said County and State, this \_\_\_\_ day of \_\_\_\_\_, 2026, personally appeared Gina M. Leichty as Mayor of the City of Goshen and Richard R. Aguirre, as Clerk-Treasurer, and acknowledged that as said representatives, they respectfully executed the foregoing Interlocal Agreement for and on behalf of, and in the name of the City of Goshen, Indiana, for the uses and purposed therein mentioned, and that they were authorized so to do.

WITNESS my hand and notarial seal.

\_\_\_\_\_  
\_\_\_\_\_  
Notary Public  
Resident of Elkhart County, Indiana

My Commission Expires: \_\_\_\_\_  
Commission Number: \_\_\_\_\_

APPROVAL

The Elkhart County Council hereby approves of the above and foregoing Interlocal Agreement this \_\_\_\_\_, 2026.

ELKHART COUNTY COUNCIL

By \_\_\_\_\_  
Thomas Stump, President

ATTEST:

\_\_\_\_\_  
Tiara Jackson, Elkhart County 1<sup>st</sup> Deputy Auditor

Prepared by Steven J. Olsen, 130 N. Main Street, Goshen, Indiana 46526.

I affirm, under penalties of perjury, that I have taken reasonable care to redact each social security number in this document, unless required by law.  
Steven J. Olsen, 130 N. Main Street, Goshen, Indiana 46526.

# Exhibit A

## CONTRACT FOR ANIMAL SHELTER MANAGEMENT AND ANIMAL CONTROL SERVICES

This Contract for Animal Shelter Management and Animal Control Services ("Contract") is made effective January 20, 2026, by and between the County of Elkhart, State of Indiana ("County") and The Humane Society of Elkhart County, Inc., 54687 County Road 19, Bristol, Indiana, 46507, or its successors, executors, administrators and assignees ("Contractor").

### RECITALS

A. Contractor is a not-for-profit corporation organized for the purpose of caring for and sheltering animals within Elkhart County, Indiana and has the personnel, facilities and equipment to aid the County with these services.

B. County desires to contract with Contractor for animal control and shelter services, and Contractor desires to provide County with such services.

NOW, THEREFORE, in consideration of the premises, payments, and mutual promises herein, the parties agree as follows:

### AGREEMENT

1. **Priority of Law.** Where there is a conflict between the requirements of Federal, State, or local law and the requirements set forth below, the requirements of the law will take precedence and govern.

2. **Contractor Work Requirement.** It is agreed that the service to be performed under this Contract is to provide animal shelter management services and animal control services in accordance with the terms, conditions and specifications contained or referenced herein. Contractor agrees that all animal shelter management services and animal control performed for County will be performed in full compliance with all applicable laws, regulations, and guidelines for such services. Contractor agrees that it will provide the following animal shelter management services and animal control services:

a. Operation of the Animal Shelter. Contractor will operate and maintain the Animal Shelter located at 54687 County Road 19, Bristol, Indiana 46507 ("Shelter") as follows:

i. Contractor will abide by all laws of the State of Indiana and all local ordinances designed to prevent cruelty to animals, and to enforce those laws and ordinances where it has the lawful authority to do so. Contractor will be entitled to rely in good faith upon the opinion of its legal counsel as to whether it has such lawful authority.

ii. Subject to Section 4 below, Contractor will lawfully pick up, capture, impound, accept, care for, board, maintain and dispose of animals within the incorporated and unincorporated areas of Elkhart County, Indiana in the following instances: 1) Contractor will, during its regular business hours on Mondays through Fridays, pick up all observed or reported stray, confined, domestic animals; and 2) Contractor will, during other hours, pick up all observed or reported stray, confined, domestic animals where an animal is observed or reported as sick or injured, or where the animal is observed or reported to have bitten a human.

iii. At a minimum, Contractor will operate the Shelter and keep the Shelter open to the public from 9 a.m. through 4 p.m. Monday through Saturday, except for Federal, State and County holidays when the Shelter may be closed to the public.

iv. Contractor will provide an adequately trained animal technician staff of sufficient size to provide all the services required under this Contract.

v. Contractor will provide adequate food, water, shelter, space, care, treatment and transportation to all animals housed at the Shelter.

vi. Contractor will provide a system to monitor medical and other information on each sheltered animal.

vii. Contractor will be responsible for publicizing the hours of operation and the services of the Shelter.

b. Impoundment of Animals. Contractor will abide by each of the following as it applies to the impoundment of animals:

i. Contractor will be responsible for enforcement of the quarantine for a 10-day period of any stray domestic animal which has bitten or is suspected to have bitten a person or as directed by the Elkhart County Health Department or County officials.

ii. Contractor will maintain all necessary records and reports of animals impounded at the Shelter.

iii. Contractor will, upon request, furnish law enforcement agencies of Elkhart County and the Elkhart County Health Department all information in its possession about animals which have been impounded due to cruelty, neglect, bite cases or contagious diseases and will cooperate with the said officials in the enforcement of laws prohibiting animal cruelty and supporting public safety.

iv. Whenever the ownership of an impounded animal is ascertained, Contractor will make a reasonable effort to notify the owner of the animal's impoundment within the next business day after the animal is initially confined.

v. Contractor will collect, secure and deposit all fees, fines and costs due, including the cost of providing veterinary care for an animal, from owners of impounded animals in accordance with applicable laws. County will not be responsible for such obligations.

c. Euthanasia of Animals.

i. Contractor will be responsible for the humane euthanasia of any animal using methods approved by the State Veterinarian, if euthanasia is required for reasons of public safety or welfare. County acknowledges that nothing in this Contract will be deemed to preclude the euthanasia of any animal by the Humane Society of Elkhart County, Inc. In the event the Humane Society of Elkhart County, Inc. performs euthanasia of any animal for reasons other than public safety or welfare, or other than in satisfaction of the County's legal obligations, if any, the Humane Society of Elkhart County, Inc., will be responsible for, will defend against and will indemnify and hold County harmless against any and all suits, claims, demands, losses or actions made against County based upon, arising from, or incident to the performance of such euthanasia.

ii. Apart from animals euthanized by Contractor, Contractor will not be responsible for the collection and disposal of the carcasses of dead animals.

d. Animal Control Officers. Contractor will employ individuals to enforce the provisions of, and to perform as animal control officers ("Animal Control Officers"). Contractor will be responsible for all continuing education training of Animal Control Officers to assure their continued compliance with State and local educational and training requirements.

e. Public Service Programs. As part of the consideration of the award of this contract to Contractor, Contractor will provide at its sole cost and expense, the following services:

i. A volunteer program to encourage support for Contractor and its operations of the Shelter; provided that all volunteers will execute, as a condition of their participation, a waiver of liability, in form and content acceptable to Contractor.

ii. Events designed to promote animal adoptions and to educate the public about animal welfare.

iii. An adoption program that will be conducted to pursue humane, permanent homes for animals. Contractor must maintain a documented adoption procedure and maintain complete records of all adoption attempts and placements.

f. Cost of Operation, Expenses of Contractor and Expenses of County.

i. Contractor will maintain at all times adequate supplies for the performance of its obligations under this Contract, including without limitation, the lawful duties of the Animal Control Officers.

ii. All donations of any kind, made to the Humane Society of Elkhart County, Inc., will be considered the sole property of the Contractor, and if received by County will be promptly forwarded to Contractor.

g. Meetings and Other Requirements. County will appoint an individual to serve as liaison with Contractor for the purpose of reviewing any matters relative to this Contract. To ensure adequate communication and coordination among all County agencies, Contractor will direct all notices required or permitted under this Contract through the contract administrator. In the case of an event requiring notification of County agencies other than the Sheriff Department, Contractor will inform the contract administrator or designee in a timely manner.

3. **Period Of Contract Performance.** The term of this Contract is from January 1, 2026, through December 31, 2026. County may renew this Contract subject to the mutual agreement with the Contractor as to the Contract costs.

4. **Contract Costs.** Contractor at its own proper cost and expense will do all the work necessary to carry out its obligations set forth in this Contract to the full extent as set forth herein and to the satisfaction of the County.

For calendar year 2026, County will pay the total sum of Two Hundred Forty-Two Thousand Dollars (\$242,000.00) to Contractor to perform all services under this Contract in accordance with the terms, conditions, and specifications contained or referenced herein with respect to the unincorporated areas in Elkhart County, Indiana. Said amount will be payable by County to Contractor as follows: County will pay One Hundred Twenty-Two Thousand Dollars (\$122,000.00) to Contractor on or before February 28, 2026. The balance of One Hundred and Twenty Thousand Dollars (\$120,000.00) will be payable by County to Contractor in three (3)

quarterly installments of Forty Thousand Dollars (\$40,000.00) on April 1, 2026, July 1, 2026, and October 1, 2026. In consideration of the advancement of the One Hundred Twenty-Two Thousand Dollars (\$122,000.00) on or before February 28, 2026, Contractor agrees to provide all of the services to be performed under this Contract in accordance with the terms, conditions, and specifications contained or referenced herein both in the incorporated and unincorporated areas of Elkhart County, Indiana.

After March 31, 2026, Contractor will not be required to provide the services to be performed under this Contract in the incorporated areas of Elkhart County, Indiana unless County agrees to pay an additional amount for any or all of the following incorporated areas respectively:

<u>Municipality</u>	<u>Amount</u>
City of Elkhart	\$153,065
City of Goshen	\$93,940
Town of Middlebury	\$6,534
Town of Wakarusa	\$7,260
Town of Bristol	\$4,840
City of Nappanee	\$12,688
Town of Millersburg	\$1,900

County intends to seek Interlocal Agreements with each of these listed municipalities to cover the additional costs specified above for each municipality. If such Interlocal Agreements are entered, County will give written notice to Contractor on or before March 31, 2026, of which incorporated areas are to be covered by the services to be performed under this Contract by Contractor after March 31, 2026. County's notice may provide by its election to have Contractor provide the services under this Contract in any or all of the municipalities listed above. For each municipality to be provided the services under this Contract after March 31, 2026, County will pay to Contractor the additional amount specified above for that municipality which amounts will be payable in three (3) quarterly installments paid on April 1, 2026, July 1, 2026, and October 1, 2026. Should any of the municipalities increase or decrease the amounts specified above, the County will adjust the quarterly obligation to reflect the increase or decrease in funding from the municipalities in 2026.

The parties reserve the right to negotiate mutually agreed rates for other specified services. If the Contractor reasonably believes that any work it is requested to perform under this Contract is not, or may not be, within the scope of the Contract, or represents, or may represent a material change in the Contract, Contractor will immediately notify the Contract Administrator that the work is beyond the scope of the Contract or represents a material change in the Contract, and if County desires the work to be undertaken, then Contractor will

be fully compensated for performing the work; provided that a written change order to this Contract must have been made pursuant to Section 5(b) prior to the work being performed in order for such additional compensation to be paid to Contractor.

5. **Personnel Authorized to Represent the Parties.**

a. Authorized Contract Administrators.

i. Contract Administrator for the County will be:

T. Jeffery Taylor  
Elkhart County Administrator  
117 N. Second Street  
Goshen, IN 46528  
574.534.3541

ii. Contract Administrator for the Contractor will be:

Director  
Humane Society of Elkhart County, Inc.  
54687 County Road 19  
Bristol, IN 46507  
574.848.4225

b. Contracting Officer. County and Contractor's Administrator must authorize changes made to this Contract throughout the Contract period in writing.

6. **State Law Provisions.**

a. Non-Discrimination. Pursuant to Indiana Code § 22-9-1-10, Contractor and its subcontractors, if any, will not discriminate against any employee or applicant for employment to be employed in the performance of the Agreement, with respect to hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of race, religion, color, sex, disability, national origin, or ancestry. Breach of this covenant may be regarded as a material breach of the Agreement. Pursuant to Indiana Code § 22-9-10-9, Contractor and its subcontractors, if any, will not discriminate against any applicant for employment to be employed in the performance of the Agreement because of their status as a veteran.

b. State Law Certifications.

i. Contractor is aware of the provisions under Indiana Code § 36-1-21 et seq. with respect to anti-nepotism in contractual relationships with governmental entities. Contractor certifies that none of the owners of Contractor is a relative of any elected County Commissioner, County Council Member of Elkhart County, or any other Elkhart County elected official. Contractor has further disclosed any relationship an owner of Contractor has with any member of any board reviewing the Agreement.

ii. Pursuant to Indiana Code § 5-22-16.5 et seq., Contractor certifies that Contractor is not engaged in investment activities in Iran.

c. E-Verify Program. Pursuant to Indiana Code § 22-5-1.7-11, Contractor agrees to and will enroll in and verify the work eligibility status of all newly hired employees of Contractor after the date of the Agreement through the E-Verify Program as defined in Indiana Code § 22-5-1.7-3; provided, however, Contractor is not required to verify the work eligibility status of all newly hired employees after the date of the Agreement through the E-Verify Program if the E-Verify Program no longer exists. Contractor further represents, certifies, and affirms under the pains and penalties of perjury that it does not knowingly employ an unauthorized alien.

d. Telephone Solicitation Act Compliance. Contractor certifies that, except for de minimis and non-systematic violations, it has not violated the terms of Indiana Code § 24-4.7 et seq., Indiana Code § 24-5-12 et seq., or Indiana Code § 24-5-14 et seq. in the previous 365 days, even if Indiana Code § 24-4.7 et seq. is preempted by federal law, and that Contractor will not violate the terms of Indiana Code § 24-4.7 et seq. for the duration of the Agreement, even if Indiana Code § 24-4.7 et seq. is preempted by federal law. Contractor further certifies that any affiliate or principal of Contractor and any agent acting on behalf of Contractor or on behalf of any affiliate or principal of Contractor, except for de minimis and non-systematic violations, has not violated the terms of Indiana Code § 24-4.7 et seq. in the previous 365 days, even if Indiana Code § 24-4.7 et seq. is preempted by federal law, and will not violate the terms of Indiana Code § 24-4.7 et seq. for the duration of the Agreement, even if Indiana Code § 24-4.7 et seq. is preempted by federal law.

7. **Tax Requirements.** By executing this Contract, Contractor agrees to comply with the laws, regulations, and rulings of the United States Internal Revenue Service related to the requirements for filing information statements, including IRS Form 1099.

**8. Default.**

a. Upon Contractor's failure to cure a default (i.e., non-performance or violation of contract terms) within fifteen (15) days of written notice of such default from County to Contractor (provided, if such default cannot be cured within such 15 day period, and Contractor commences the cure within such 15 day period, the cure period will be extended to 30 days after the initial written notice of such default), this Contract may be canceled or annulled by County or its designee in whole or in part by written notice of default to Contractor. Upon default, an award may be made to another contractor and Contractor will be liable to County for costs incurred in excess of the costs provided for in this Contract.

b. Rights, obligations, or liabilities of both parties, which arise prior to the suspension or termination of this Contract will survive the suspension or termination of this Contract.

9. **Assignment.** Contractor will not assign, transfer, convey or otherwise dispose of any or all of its right, title or interest in this Contract, without the prior written consent of County.

10. **Governing Law.** This Contract will be governed in all respects by the laws of the State of Indiana and the County of Elkhart.

**11. Indemnification, Limitation of Liability and Notice.**

a. Contractor will be responsible for, will defend against, and will indemnify and hold County harmless from any and all suits, claims, demands, losses or actions made against County based upon, arising from, or incident to the provision of services by Contractor under this Contract, except to the extent those claims arise from County's negligence, malfeasance, or breach of this Contract. This indemnification does not include indemnification for claims based upon the alleged unconstitutionality or invalidity of any provision of the state or county codes pursuant to which the Contractor acts or an alleged invalidity of the delegation, if any, to the Contractor under this Contract or the authority to enforce the state and county animal control laws and animal cruelty laws.

b. To the fullest extent permitted by law and only to the extent government immunity does not apply, and without limiting any other rights or remedies, County will be responsible for, will defend against, and will indemnify and hold the Contractor harmless from any, and all suits, claims, demands, losses, or actions made against the Contractor based upon or arising out of County's negligence, malfeasance, or breach of this Contract, except to the extent those claims also arise from Contractor's negligence, malfeasance, or breach of this Contract..

c. Contractor will obtain worker's compensation insurance and employer's liability insurance in such minimum amounts as required in the State of Indiana and comprehensive general and vehicular liability insurance in the minimum amount of One Million Dollars (\$1,000,000.00) each, which insurance must name County as an additional insured. Contractor warrants that it will maintain such insurance in effect during the term of this Agreement and maintain a current Certificate of such insurance in favor of County during term of this Agreement.

d. An indemnified party hereunder must notify the indemnifying party of any suit, claim, demand, loss, or action made or filed against the indemnified party within ten days after the indemnified party's receipt or learning of it.

12. **Warranties.** Each party to this Contract warrants the following:

a. This Contract constitutes a valid, binding and enforceable agreement of the party.

b. The execution of this Contract and the performance of its obligations are within the party's powers; have been authorized by all necessary action on behalf of the party; do not constitute a breach by the party of any agreement with another party; and will not cause a breach by the party of any duty arising at law or in equity.

c. The party possesses the financial capacity to perform all of its obligations under this Contract.

The parties agree that the failure of any of the above representations and warranties to be true during the term of this Contract will constitute a material breach of this Contract, and the non-breaching party will have the right, upon notice to the breaching party, to immediately terminate this Contract. All amounts outstanding hereunder will be immediately due and payable. Court costs and other costs and expenses, including reasonable attorney's fees incurred in the collection of any amounts due hereunder, may also be recovered by the non-breaching party.

13. **Severability.** Should any provision of this Contract be declared invalid for any reason, such decision will not affect the validity of any provisions, which other provisions will remain in force and effect as if this Contract had been executed with the invalid provision(s) eliminated, and it is hereby declared the intention of the parties that they would have executed the other provisions of this Contract without including therein such provision(s) which may for any reason be hereafter declared invalid.

14. **Non-Waiver.** The failure of Contractor or County to exercise any right, power or option arising under this Contract, or to insist upon strict compliance with the terms of this Contract, will not constitute a waiver of the terms and conditions of this Contract with respect

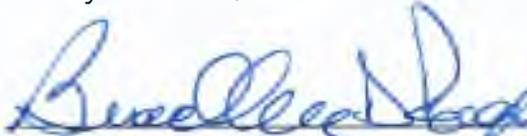
to any other or subsequent breach thereof, nor a waiver by Contractor or County of their rights at any time thereafter to require exact and strict compliance with all the terms hereof

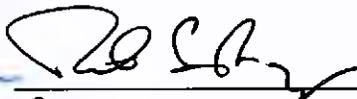
15. **Survivability of Payment Obligations, Rights and Remedies.** Provided Contractor has not defaulted in the performance of its obligations under this Contract, the obligation of County to make payments as herein set forth will continue until fully performed. Any rights and remedies County or Contractor may have with respect to each other arising out of either party's performance of services or obligations hereunder will survive the expiration or termination of this Contract.

16. **Contractor Relation to County.** In performing services under this Contract, Contractor will be an independent contractor for County, and neither the Contractor nor its employees, will under any circumstances be considered employees, servants or agents of County. County will not be legally responsible for any negligence or other wrongdoing by Contractor, its employees, servants or agents while performing under this Contract.

COUNTY  
County of Elkhart, Indiana

CONTRACTOR  
Humane Society of Elkhart County, Inc.

  
Bradley D. Rogers, President  
Elkhart County Board of Commissioners

  
Robert L. Boy      EXECUTIVE DIRECTOR  
HUMAN SOCIETY OF ELKHART COUNTY



**CITY OF GOSHEN LEGAL DEPARTMENT**

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

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

February 23, 2026

To: Goshen Common Council

From: Shannon Marks, Legal Compliance Administrator

Subject: Ordinance 5252, Amend Ordinance 4624 to Update the Calculation of Individually Measured Impervious Area for the Goshen Department of Stormwater Management

The Goshen Board of Public Works and Safety recently adopted a resolution approving the update to the language for the calculation of individually measured impervious area within the City of Goshen. Ordinance 5252 amends Ordinance 4624 to reflect this updated language. Attached to this memorandum is a redline version of the ordinance showing the proposed changes to Section 3, Fee Structure and Calculation, along with a clean copy of Ordinance 5252.

**ORDINANCE 5252**

**AMEND ORDINANCE 4624 TO UPDATE THE CALCULATION OF  
INDIVIDUALLY MEASURED IMPERVIOUS AREA  
FOR THE GOSHEN DEPARTMENT OF STORMWATER MANAGEMENT**

WHEREAS, the Goshen Common Council, by Ordinance 4295 adopted May 17, 2005, established the City of Goshen Department of Stormwater Management;

WHEREAS, the City of Goshen Department of Stormwater Management is a utility pursuant to the provisions of Indiana Code § 8-1.5-5 et seq.;

WHEREAS, the Goshen Common Council, by Ordinance 5227 adopted July 28, 2025, transferred the control of the City of Goshen's stormwater facilities, from the Board of Directors of the Department of Stormwater Management established under Ordinance 4295, to the Goshen Board of Public Works and Safety;

WHEREAS, the Municipal Separate Storm Sewer System (MS4) entities comprising the Greater Elkhart County MS4 Partnership (City of Elkhart, City of Goshen, Town of Bristol, and County of Elkhart) entered into an Interlocal Agreement, recorded with the Elkhart County Recorder's Office as Instrument No. 2006-04747 effective on October 8, 2005, which established a multi-jurisdiction advisory board to establish uniform rates across all MS4 Partnership entities;

WHEREAS, the Advisory Board for the Greater Elkhart County MS4 recommends an update to the language for the calculation of the individually measured impervious area as the tools used to calculate impervious surface areas have improved;

WHEREAS, the Goshen Board of Public Works and Safety, the Board of the City of Goshen Department of Stormwater Management, has found it prudent to update the language for the calculation of the individually measured impervious area within the City of Goshen, Indiana, and therefore adopted Resolution 2026-05 on February 12, 2026; and

WHEREAS, the Resolution of the Board of the City of Goshen Department of Stormwater Management and this Ordinance do not increase the Stormwater Rates.

NOW, THEREFORE, BE IT ORDAINED that the Goshen Common Council approves an update to the language for the calculation of the individually measured impervious area within the City of Goshen, Indiana, and amends Ordinance 4624, to read as follows:

**SECTION 1. Stormwater User Fee.**

A stormwater user fee shall be imposed on each and every tax parcel of real estate within the City of Goshen, Indiana which directly or indirectly contributes to the stormwater system of the City of Goshen which charge shall be assessed against the owner who shall be considered the user for purposes of the Resolution of the Board of the City of Goshen Department of Stormwater Management and this Ordinance. This charge is deemed to be reasonable and necessary to pay for the regulation, planning, operation, maintenance, repair, replacement, and improvement of the existing and future City of Goshen stormwater system.

**SECTION 2. Stormwater Rates.**

Until later revised or amended, the stormwater user fee shall be at the rate of Fifteen Dollars (\$15.00) per year per ERU. This stormwater rate is designed to cover the cost of rendering stormwater service to the users of the City of Goshen stormwater system and shall be the basis for the assessment of the stormwater user fee. This rate is established so as to maintain adequate fund reserves to provide for reasonably expected variations in the cost of providing services, variations in the requirements for providing such services, as well as future improvements and capital needs. This rate may be evaluated and adjusted annually, as necessary, with regard to its sufficiency to satisfy the needs of the City of Goshen Department of Stormwater Management; otherwise, this rate shall remain in effect.

**SECTION 3. Fee Structure and Calculation.**

(a) There is assessed a stormwater user fee to each owner of residential real estate and non-residential real estate located within the City of Goshen, Indiana which contain impervious area. The fee is based upon the assigned ERU as determined below. Such user fee shall be calculated and assessed each year on a tax parcel basis.

(b) All real estate having impervious area within the corporate boundaries of the City of Goshen, Indiana will be assigned an ERU in accordance with the following provisions:

i. Residential Real Estate. A residential tax parcel containing three (3) or less dwelling units shall be assigned one (1) ERU. Residential tax parcels containing more than three (3) dwelling units shall be assigned an ERU based upon the parcel's individually measured impervious area in square feet divided by three thousand six hundred (3,600) square feet. This division will be calculated and rounded to the first decimal place.

ii. Non-Residential Real Estate. Each tax parcel of non-residential real estate shall be assigned an ERU based upon the parcel's individually measured impervious area in square feet divided by three thousand six hundred (3,600) square feet. This division will be calculated and rounded to the first decimal place.

iii. The identification of real estate tax parcels and key numbers, the classification of primary use, the determination of whether a tax parcel contains a dwelling unit, the number of dwelling units a tax parcel contains, and the classification of the type of dwelling unit and type of real estate ~~shall~~ may be based upon the existing data in the Elkhart County computer assisted mass appraisal (CAMA) system database for the respective determination date used for making the stormwater user fee assessments. The calculation of the individually measured impervious area on a tax parcel ~~shall~~ may be computed ~~using a scale of 1:600 based upon the existing data in the Elkhart County geographic information system (GIS) database for the respective determination date used for making the storm water user fee assessments~~ with a digitization method that uses available technologies and practices as approved by the Goshen Department of Stormwater Management. If for any reason the calculation of the individually measured impervious area on a tax parcel cannot be accurately computed using ~~a scale of 1:600 based upon the existing data in the Elkhart County GIS database~~ the available technologies and practices

for the respective determination date, the calculation of the individually measured impervious area on a tax parcel may be adjusted based upon the data from any permitted construction, additions, demolitions, and other changes on a tax parcel which occur after the date of the aerial photography utilized ~~in the Elkhart County GIS database~~ [by the City of Goshen](#) or based upon the actual verified conditions on the tax parcel, or both.

iv. For each current year stormwater user fee assessment, the determination date shall be March 1st of the prior year.

(c) The assessment for any tax parcel with a calculated stormwater user fee equal to or less than Two and 25/100 Dollars (\$2.25) will be waived. There shall be no other exceptions or exemptions from the assignment of ERUs and the assessment of a stormwater user fee for a particular type or classification of real estate tax parcel within the City of Goshen, Indiana.

#### **SECTION 4. Collection of User Fees.**

(a) The collection of the stormwater user fees authorized by the Resolution of the Board of the City of Goshen Department of Stormwater Management and this Ordinance shall be effectuated through a charge appearing each year on the property tax statements of the affected property owner. One-half (½) of the stormwater user fee charged each year for a real estate tax parcel shall be billed on each of the spring and fall property tax statements for that parcel. The user fee shall be due and payable at the same time as the property taxes appearing on the spring and fall property tax statements are due and payable. In the event only one (1) property tax statement is billed for a real estate tax parcel, the entire annual stormwater user fee for that parcel authorized by the Board's Resolution and this Ordinance shall be billed on that property tax statement which shall be due and payable at the same time as the property taxes appearing on the property tax statement are due and payable.

(b) If the user fee is not paid when due, the user shall be charged and assessed a late payment penalty by the Elkhart County Treasurer in the same way and in the same manner that delinquent property taxes are charged and assessed.

(c) If the user fee and penalty is not paid when due, they shall be collected by the Elkhart County Treasurer in the same way that delinquent property taxes are collected.

#### **SECTION 5. Appeals of ERU Determination.**

(a) If, in the opinion of any user, the ERU assigned to the user's real estate tax parcel is inaccurate in light of the number of dwellings or amount of impervious area on the property, the user shall have the right to contest the ERU determination and thus the stormwater user fee assessed in accordance with the provisions contained in this section.

(b) The user shall obtain and complete a Petition to Appeal Stormwater Assessment Form which shall be filed with the Greater Elkhart County MS4 Operator with verifiable documentation supporting the user's claim. To be timely for any current year stormwater user fee assessment, a Petition to Appeal must be filed no later than the date on which the spring installment of the user fee shall be due and payable. The Greater Elkhart County

MS4 Operator shall refer the petition to the Advisory Board for the Greater Elkhart County MS4.

(c) The Advisory Board for the Greater Elkhart County MS4 shall investigate the user's claim and, upon review, shall render a written determination that either the original ERU determination and assessment should be affirmed or that the user's rate should be adjusted and how much the adjustment should be.

(d) The determination made by the Advisory Board for the Greater Elkhart County MS4 shall be forwarded to the user by certified mail, return receipt requested. The user shall have fifteen (15) days from date of receipt to request reconsideration if dissatisfied with the decision from the Advisory Board. Any additional facts concerning the dispute shall be reduced to writing and submitted, along with a copy of the original petition and supporting documents, to the Greater Elkhart County MS4 Operator. The Greater Elkhart County MS4 Operator shall refer the matter to the Board of the City of Goshen Department of Stormwater Management. The Advisory Board for the Greater Elkhart County MS4 shall submit a written report of the determination in the case, along with any documents used, in denying the user's claim or in recommending an adjustment.

(e) Thereafter, the Board of the City of Goshen Department of Stormwater Management shall review all documentation and conduct an informal hearing to determine and resolve the dispute based upon the documentation submitted and any oral testimony. The Board shall issue a determination which shall be binding upon the City of Goshen Department of Stormwater Management and the user. The hearing shall be recorded and the minutes of the hearing provided upon request at a cost per page as determined by the Secretary for the Board which rate shall be amended from time to time.

(f) Any user aggrieved by the final Board determination shall have the right to judicial review of such determination in accordance with Indiana law.

(g) If a user's stormwater user fee assessment is reduced or eliminated by the Advisory Board for the Greater Elkhart County MS4, the Board of the City of Goshen Department of Stormwater Management, or court of law, the user shall be refunded accordingly for any overpayment made from the earlier of the date the stormwater user fee assessment was paid or was due and payable.

(h) A dispute or appeal of an ERU determination for stormwater user fee assessment shall not be a valid reason for non-payment of the originally assessed stormwater user fee.

**SECTION 6. Stormwater Utility Fund.**

All stormwater user fees and penalties collected and interest earned thereon shall be deposited in the MS4 Stormwater Utility Fund.

**SECTION 7. Definitions.**

For purposes of the Resolution of the Board of the City of Goshen Department of Stormwater Management and this Ordinance, the following definitions shall apply unless the context clearly indicates or requires a different meaning:

(a) Equivalent Residential Unit (ERU). The number of units, equal to the assumed average amount of impervious area of a single-family residential parcel of real estate within the City of Goshen, Indiana, which is established at three thousand six hundred (3,600) square feet of impervious area. The unit value, which will be carried out and rounded off to one (1) decimal place, being the equivalent of one-tenth (0.1) of an ERU, is also the basis for calculating the assessment of stormwater user fees for the City of Goshen stormwater system.

(b) Impervious Area. Those areas which prevent or impede the infiltration of stormwater into the soil as it enters under natural conditions prior to development. Common impervious areas include, but are not limited to roof tops, sidewalks, walkways, patio areas, driveways, parking lots, storage areas, gravel surfaces, awnings and other fabric or plastic coverings, and other surfaces which prevent or impede the natural infiltration of stormwater run-off which existed prior to development.

(c) Non-Residential Real Estate. All real estate tax parcels which are not described by the definition of residential real estate shall be defined as non-residential. Non-residential real estate will include:

- i. Agricultural real estate;
- ii. Commercial real estate;
- iii. Industrial real estate;
- iv. Institutional real estate;
- v. Church real estate;
- vi. School real estate;
- vii. Federal, state, and local government real estate;
- viii. Utility real estate; and
- ix. Any other real estate not mentioned in this list and which is not described by the definition of residential real estate.

(d) Residential Real Estate. A separate tax parcel of real estate which is primarily used for dwelling purposes on which a building is situated which building contains one (1) or more dwelling units which dwelling units are each used or are intended to be used primarily for living, sleeping, cooking, and eating. Residential real estate shall include all types of dwelling units including single family homes, duplexes, triplexes, quadplexes, and row type homes. Residential real estate shall also include condominium dwellings, apartment dwellings, and mobile home parks.

## **SECTION 8. Repeal of Prior Ordinances.**

(a) This Ordinance repeals Ordinance 4712.

(b) This Ordinance further repeals Ordinance 5144 passed by the Goshen Common Council on February 6, 2023, as [such ordinance was only effective if the other MS4 Partners approved a similar ordinance and](#) the County of Elkhart and the City of Elkhart did not approve and adopt a similar ordinance.

**SECTION 9. Severability.**

The terms and provisions of the Resolution of the Board of the City of Goshen Department of Stormwater Management and this Ordinance are determined to be severable; the invalidity or unenforceability of any section, sentence, clause, term, or provision of the Board’s Resolution or this Ordinance shall not affect the validity of any other section, sentence, clause, term, or provision of the Board’s Resolution or this Ordinance which can be given meaning without such invalid part or parts.

**SECTION 10. Effective Date; Contingency.**

The Resolution of the Board of the City of Goshen Department of Stormwater Management and this Ordinance shall be in full force and effect from and after the passage, approval and adoption according to the laws of the State of Indiana, but not before March 1, 2026, and provided the County of Elkhart, the City of Elkhart, and the Town of Bristol all approve and adopt a similar ordinance to update the language for the calculation of the individually impervious area as outlined in Section 3, paragraph (b), subparagraph iii.

PASSED by the Goshen Common Council on \_\_\_\_\_, 2026.

\_\_\_\_\_  
Gina M. Leichty, Presiding Officer

ATTEST:

\_\_\_\_\_  
Richard R. Aguirre, Clerk-Treasurer

PRESENTED to the Mayor of the City of Goshen on \_\_\_\_\_, 2026, at the hour of \_\_\_\_\_: \_\_\_\_\_ . m.

\_\_\_\_\_  
Richard R. Aguirre, Clerk-Treasurer

APPROVED and ADOPTED on \_\_\_\_\_, 2026.

\_\_\_\_\_  
Gina M. Leichty, Mayor

**ORDINANCE 5252**

**AMEND ORDINANCE 4624 TO UPDATE THE CALCULATION OF  
INDIVIDUALLY MEASURED IMPERVIOUS AREA  
FOR THE GOSHEN DEPARTMENT OF STORMWATER MANAGEMENT**

WHEREAS, the Goshen Common Council, by Ordinance 4295 adopted May 17, 2005, established the City of Goshen Department of Stormwater Management;

WHEREAS, the City of Goshen Department of Stormwater Management is a utility pursuant to the provisions of Indiana Code § 8-1.5-5 et seq.;

WHEREAS, the Goshen Common Council, by Ordinance 5227 adopted July 28, 2025, transferred the control of the City of Goshen's stormwater facilities, from the Board of Directors of the Department of Stormwater Management established under Ordinance 4295, to the Goshen Board of Public Works and Safety;

WHEREAS, the Municipal Separate Storm Sewer System (MS4) entities comprising the Greater Elkhart County MS4 Partnership (City of Elkhart, City of Goshen, Town of Bristol, and County of Elkhart) entered into an Interlocal Agreement, recorded with the Elkhart County Recorder's Office as Instrument No. 2006-04747 effective on October 8, 2005, which established a multi-jurisdiction advisory board to establish uniform rates across all MS4 Partnership entities;

WHEREAS, the Advisory Board for the Greater Elkhart County MS4 recommends an update to the language for the calculation of the individually measured impervious area as the tools used to calculate impervious surface areas have improved;

WHEREAS, the Goshen Board of Public Works and Safety, the Board of the City of Goshen Department of Stormwater Management, has found it prudent to update the language for the calculation of the individually measured impervious area within the City of Goshen, Indiana, and therefore adopted Resolution 2026-05 on February 12, 2026; and

WHEREAS, the Resolution of the Board of the City of Goshen Department of Stormwater Management and this Ordinance do not increase the Stormwater Rates.

NOW, THEREFORE, BE IT ORDAINED that the Goshen Common Council approves an update to the language for the calculation of the individually measured impervious area within the City of Goshen, Indiana, and amends Ordinance 4624, to read as follows:

**SECTION 1. Stormwater User Fee.**

A stormwater user fee shall be imposed on each and every tax parcel of real estate within the City of Goshen, Indiana which directly or indirectly contributes to the stormwater system of the City of Goshen which charge shall be assessed against the owner who shall be considered the user for purposes of the Resolution of the Board of the City of Goshen Department of Stormwater Management and this Ordinance. This charge is deemed to be reasonable and necessary to pay for the regulation, planning, operation, maintenance, repair, replacement, and improvement of the existing and future City of Goshen stormwater system.

**SECTION 2. Stormwater Rates.**

Until later revised or amended, the stormwater user fee shall be at the rate of Fifteen Dollars (\$15.00) per year per ERU. This stormwater rate is designed to cover the cost of rendering stormwater service to the users of the City of Goshen stormwater system and shall be the basis for the assessment of the stormwater user fee. This rate is established so as to maintain adequate fund reserves to provide for reasonably expected variations in the cost of providing services, variations in the requirements for providing such services, as well as future improvements and capital needs. This rate may be evaluated and adjusted annually, as necessary, with regard to its sufficiency to satisfy the needs of the City of Goshen Department of Stormwater Management; otherwise, this rate shall remain in effect.

**SECTION 3. Fee Structure and Calculation.**

- (a) There is assessed a stormwater user fee to each owner of residential real estate and non-residential real estate located within the City of Goshen, Indiana which contain impervious area. The fee is based upon the assigned ERU as determined below. Such user fee shall be calculated and assessed each year on a tax parcel basis.
- (b) All real estate having impervious area within the corporate boundaries of the City of Goshen, Indiana will be assigned an ERU in accordance with the following provisions:
  - i. Residential Real Estate. A residential tax parcel containing three (3) or less dwelling units shall be assigned one (1) ERU. Residential tax parcels containing more than three (3) dwelling units shall be assigned an ERU based upon the parcel's individually measured impervious area in square feet divided by three thousand six hundred (3,600) square feet. This division will be calculated and rounded to the first decimal place.
  - ii. Non-Residential Real Estate. Each tax parcel of non-residential real estate shall be assigned an ERU based upon the parcel's individually measured impervious area in square feet divided by three thousand six hundred (3,600) square feet. This division will be calculated and rounded to the first decimal place.
  - iii. The identification of real estate tax parcels and key numbers, the classification of primary use, the determination of whether a tax parcel contains a dwelling unit, the number of dwelling units a tax parcel contains, and the classification of the type of dwelling unit and type of real estate may be based upon the existing data in the Elkhart County computer assisted mass appraisal (CAMA) system database for the respective determination date used for making the stormwater user fee assessments. The calculation of the individually measured impervious area on a tax parcel may be computed with a digitization method that uses available technologies and practices as approved by the Goshen Department of Stormwater Management. If for any reason the calculation of the individually measured impervious area on a tax parcel cannot be accurately computed using the available technologies and practices for the respective determination date, the calculation of the individually measured impervious area on a tax parcel may be adjusted based upon the data from any permitted construction, additions, demolitions, and other changes on a tax parcel which occur after the date of the

aerial photography utilized by the City of Goshen or based upon the actual verified conditions on the tax parcel, or both.

iv. For each current year stormwater user fee assessment, the determination date shall be March 1st of the prior year.

(c) The assessment for any tax parcel with a calculated stormwater user fee equal to or less than Two and 25/100 Dollars (\$2.25) will be waived. There shall be no other exceptions or exemptions from the assignment of ERUs and the assessment of a stormwater user fee for a particular type or classification of real estate tax parcel within the City of Goshen, Indiana.

#### **SECTION 4. Collection of User Fees.**

(a) The collection of the stormwater user fees authorized by the Resolution of the Board of the City of Goshen Department of Stormwater Management and this Ordinance shall be effectuated through a charge appearing each year on the property tax statements of the affected property owner. One-half (½) of the stormwater user fee charged each year for a real estate tax parcel shall be billed on each of the spring and fall property tax statements for that parcel. The user fee shall be due and payable at the same time as the property taxes appearing on the spring and fall property tax statements are due and payable. In the event only one (1) property tax statement is billed for a real estate tax parcel, the entire annual stormwater user fee for that parcel authorized by the Board's Resolution and this Ordinance shall be billed on that property tax statement which shall be due and payable at the same time as the property taxes appearing on the property tax statement are due and payable.

(b) If the user fee is not paid when due, the user shall be charged and assessed a late payment penalty by the Elkhart County Treasurer in the same way and in the same manner that delinquent property taxes are charged and assessed.

(c) If the user fee and penalty is not paid when due, they shall be collected by the Elkhart County Treasurer in the same way that delinquent property taxes are collected.

#### **SECTION 5. Appeals of ERU Determination.**

(a) If, in the opinion of any user, the ERU assigned to the user's real estate tax parcel is inaccurate in light of the number of dwellings or amount of impervious area on the property, the user shall have the right to contest the ERU determination and thus the stormwater user fee assessed in accordance with the provisions contained in this section.

(b) The user shall obtain and complete a Petition to Appeal Stormwater Assessment Form which shall be filed with the Greater Elkhart County MS4 Operator with verifiable documentation supporting the user's claim. To be timely for any current year stormwater user fee assessment, a Petition to Appeal must be filed no later than the date on which the spring installment of the user fee shall be due and payable. The Greater Elkhart County MS4 Operator shall refer the petition to the Advisory Board for the Greater Elkhart County MS4.

(c) The Advisory Board for the Greater Elkhart County MS4 shall investigate the user's claim and, upon review, shall render a written determination that either the original ERU

determination and assessment should be affirmed or that the user's rate should be adjusted and how much the adjustment should be.

(d) The determination made by the Advisory Board for the Greater Elkhart County MS4 shall be forwarded to the user by certified mail, return receipt requested. The user shall have fifteen (15) days from date of receipt to request reconsideration if dissatisfied with the decision from the Advisory Board. Any additional facts concerning the dispute shall be reduced to writing and submitted, along with a copy of the original petition and supporting documents, to the Greater Elkhart County MS4 Operator. The Greater Elkhart County MS4 Operator shall refer the matter to the Board of the City of Goshen Department of Stormwater Management. The Advisory Board for the Greater Elkhart County MS4 shall submit a written report of the determination in the case, along with any documents used, in denying the user's claim or in recommending an adjustment.

(e) Thereafter, the Board of the City of Goshen Department of Stormwater Management shall review all documentation and conduct an informal hearing to determine and resolve the dispute based upon the documentation submitted and any oral testimony. The Board shall issue a determination which shall be binding upon the City of Goshen Department of Stormwater Management and the user. The hearing shall be recorded and the minutes of the hearing provided upon request at a cost per page as determined by the Secretary for the Board which rate shall be amended from time to time.

(f) Any user aggrieved by the final Board determination shall have the right to judicial review of such determination in accordance with Indiana law.

(g) If a user's stormwater user fee assessment is reduced or eliminated by the Advisory Board for the Greater Elkhart County MS4, the Board of the City of Goshen Department of Stormwater Management, or court of law, the user shall be refunded accordingly for any overpayment made from the earlier of the date the stormwater user fee assessment was paid or was due and payable.

(h) A dispute or appeal of an ERU determination for stormwater user fee assessment shall not be a valid reason for non-payment of the originally assessed stormwater user fee.

## **SECTION 6. Stormwater Utility Fund.**

All stormwater user fees and penalties collected and interest earned thereon shall be deposited in the MS4 Stormwater Utility Fund.

## **SECTION 7. Definitions.**

For purposes of the Resolution of the Board of the City of Goshen Department of Stormwater Management and this Ordinance, the following definitions shall apply unless the context clearly indicates or requires a different meaning:

(a) Equivalent Residential Unit (ERU). The number of units, equal to the assumed average amount of impervious area of a single-family residential parcel of real estate within the City of Goshen, Indiana, which is established at three thousand six hundred (3,600) square feet of impervious area. The unit value, which will be carried out and rounded off to one (1) decimal place, being the equivalent of one-tenth (0.1) of an ERU, is also the basis for

calculating the assessment of stormwater user fees for the City of Goshen stormwater system.

(b) Impervious Area. Those areas which prevent or impede the infiltration of stormwater into the soil as it enters under natural conditions prior to development. Common impervious areas include, but are not limited to roof tops, sidewalks, walkways, patio areas, driveways, parking lots, storage areas, gravel surfaces, awnings and other fabric or plastic coverings, and other surfaces which prevent or impede the natural infiltration of stormwater run-off which existed prior to development.

(c) Non-Residential Real Estate. All real estate tax parcels which are not described by the definition of residential real estate shall be defined as non-residential. Non-residential real estate will include:

- i. Agricultural real estate;
- ii. Commercial real estate;
- iii. Industrial real estate;
- iv. Institutional real estate;
- v. Church real estate;
- vi. School real estate;
- vii. Federal, state, and local government real estate;
- viii. Utility real estate; and
- ix. Any other real estate not mentioned in this list and which is not described by the definition of residential real estate.

(d) Residential Real Estate. A separate tax parcel of real estate which is primarily used for dwelling purposes on which a building is situated which building contains one (1) or more dwelling units which dwelling units are each used or are intended to be used primarily for living, sleeping, cooking, and eating. Residential real estate shall include all types of dwelling units including single family homes, duplexes, triplexes, quadplexes, and row type homes. Residential real estate shall also include condominium dwellings, apartment dwellings, and mobile home parks.

**SECTION 8. Repeal of Prior Ordinances.**

- (a) This Ordinance repeals Ordinance 4712.
- (b) This Ordinance further repeals Ordinance 5144 passed by the Goshen Common Council on February 6, 2023, as such ordinance was only effective if the other MS4 Partners approved a similar ordinance and the County of Elkhart and the City of Elkhart did not approve and adopt a similar ordinance.

**SECTION 9. Severability.**

The terms and provisions of the Resolution of the Board of the City of Goshen Department of Stormwater Management and this Ordinance are determined to be severable; the invalidity or unenforceability of any section, sentence, clause, term, or provision of the Board's Resolution or

this Ordinance shall not affect the validity of any other section, sentence, clause, term, or provision of the Board's Resolution or this Ordinance which can be given meaning without such invalid part or parts.

**SECTION 10. Effective Date; Contingency.**

The Resolution of the Board of the City of Goshen Department of Stormwater Management and this Ordinance shall be in full force and effect from and after the passage, approval and adoption according to the laws of the State of Indiana, but not before March 1, 2026, and provided the County of Elkhart, the City of Elkhart, and the Town of Bristol all approve and adopt a similar ordinance to update the language for the calculation of the individually impervious area as outlined in Section 3, paragraph (b), subparagraph iii.

PASSED by the Goshen Common Council on \_\_\_\_\_, 2026.

\_\_\_\_\_  
Gina M. Leichty, Presiding Officer

ATTEST:

\_\_\_\_\_  
Richard R. Aguirre, Clerk-Treasurer

PRESENTED to the Mayor of the City of Goshen on \_\_\_\_\_, 2026, at the hour of \_\_\_\_\_: \_\_\_\_\_ . m.

\_\_\_\_\_  
Richard R. Aguirre, Clerk-Treasurer

APPROVED and ADOPTED on \_\_\_\_\_, 2026.

\_\_\_\_\_  
Gina M. Leichty, Mayor