



City of Goshen Board of Public Works & Safety

Regular Meeting Agenda

4:00 p.m., APRIL 30, 2026

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

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

Call to Order by Mayor Gina Leichty

Approval of Minutes: Not yet ready

Approval of Agenda

- 1) Fire Department request:** Approve the promotion of Firefighter James “Mike” White to the rank of Fire Sergeant for the Goshen Fire Department, retroactive to March 14, 2026
- 2) Fire Department request:** Accept the resignation of Firefighter/EMT Joseph Cestone, retroactive to April 10, 2026
- 3) Fire Department request:** Accept the resignation of Firefighter/EMT Chase Bair, retroactive to April 13, 2026
- 4) West Goshen Neighborhood Association request:** At the discounted rate, approve use of a City dump trailer, Saturday, May 20, 2026, for the neighborhood’s Clean up Day
- 5) Legal Department request:** Approve an agreement with Downtown Goshen, Inc. in the amount of \$26,000 to support the vault repair program and authorize Mayor Leichty to execute the agreement
- 6) Legal Department request:** Approve Resolution 2026-13, Declaring Surplus and Authorizing the Disposal of IT Equipment
- 7) Legal Department request:** Approve Resolution 2026-14, Transfer of Real Estate at 301, 305 and 311 West Wilden Avenue to Habitat for Humanity of Elkhart County, Inc.
- 8) Legal Department request:** Approve and authorize the Mayor to execute Amendment #1 with KIL & Associates to the original Nov. 10, 2025 agreement for the Goshen Court/Police Building located at 111 E. Jefferson Street
- 9) Water & Sewer Office request:** Move \$4,041.42 in uncollected finaled accounts from active to collection, sewer liens and write-offs for the period through Feb. 6, 2026
- 10) Engineering Department request:** Approve the release of the 3-year maintenance bond in the amount of \$135,067.13 and accept The Crossing subdivision drainage project for permanent maintenance



11) Engineering Department request: For the Indiana Avenue Apartments project, approve the release of the 3-year maintenance bond in the amount of \$45,000 and accept the asphalt, sidewalk/curb, and water for permanent maintenance

Privilege of the Floor

Approval of Civil City and Utility Claims

Adjournment



ANTHONY D. POWELL, FIRE CHIEF
FIRE DEPARTMENT, CITY OF GOSHEN
209 N. 3rd Street Goshen, Indiana 46526
Phone (574) 537-3853
Cell (574) 596-0940
Fax (574) 533-7263
anthonypowell@goshencity.com
www.goshenindiana.org

April 17, 2026

To: Board of Works and Public Safety

RE: Promotion of James "Mike" White

From: Fire Chief Anthony Powell

To the Goshen Board of Works & Public Safety,

I respectfully request approval for the promotion of Firefighter James "Mike" White to the rank of Fire Sergeant within the Goshen Fire Department.

Firefighter White has consistently demonstrated dedication, professionalism, and a strong commitment to the mission and values of our department. Throughout his service, he has distinguished himself through dependable performance, sound judgment, and a willingness to take on leadership responsibilities. His ability to lead by example, support his fellow firefighters, and maintain high operational standards makes him exceptionally well-qualified for this role.

Firefighter White's promotion to Sergeant will strengthen our department's leadership team and further enhance our ability to provide high-quality service to the Goshen community. I am confident he will continue to perform at a high level and positively contribute in this increased capacity.

Thank you for your time and consideration of this request.

Respectfully submitted,

Anthony Powell



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April 17, 2026

Goshen Board of Public Works and Safety

Re: Resignation – Firefighter/EMT Joseph Cestone

Dear Members of the Board,

Please accept this letter as formal notification of the resignation of Firefighter/EMT Joseph Cestone from the Goshen Fire Department. Mr. Cestone submitted his resignation in writing, indicating his decision to pursue employment with another department that better aligns with his family needs.

Firefighter/EMT Cestone has been a valued member of the Goshen Fire Department, and we appreciate his service, professionalism, and contributions to the organization during his tenure.

Per his resignation letter, his last day of work was April 10, 2026. Accordingly, I am requesting that the Board accept his resignation effective retroactively to April 10, 2026.

We wish Mr. Cestone the best in his future endeavors and thank him for his dedication to the citizens of Goshen.

Respectfully submitted,

Anthony Powell

Recommended Motion:

Move to accept the resignation of Firefighter/EMT Joseph Cestone, effective retroactively to April 10, 2026.



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April 17, 2026

Goshen Board of Public Works and Safety

Re: Resignation – Firefighter/EMT Chase Bair

Dear Members of the Board,

Please accept this letter as formal notification of the resignation of Firefighter/EMT Chase Bair from the Goshen Fire Department. Mr. Bair submitted his resignation in writing, indicating his decision to pursue employment with another department that better aligns with his family needs.

Firefighter/EMT Bair has been a valued member of the Goshen Fire Department, and we appreciate his service, professionalism, and contributions to the organization during his tenure.

Per his resignation letter, his last day of work was April 13, 2026. Accordingly, I am requesting that the Board accept his resignation effective retroactively to April 13, 2026.

We wish Mr. Bair the best in his future endeavors and thank him for his dedication to the citizens of Goshen.

Respectfully submitted,

Anthony Powell
Fire Chief
Goshen Fire Department

Recommended Motion:

Move to accept the resignation of Firefighter/EMT Chase Bair, effective retroactively to April 13, 2026.



**FRIENDS AND NEIGHBORS COMING TOGETHER
TO PROMOTE COMMUNITY AWARENESS, NEIGHBORHOOD UNITY,
AND THE SAFETY AND SECURITY OF OUR RESIDENTS**

To: Goshen Board of Public Works
From: West Goshen Neighborhood Association
Re: Reduced Price for City Trash Trailer
Date: April 23 , 2025

I am writing on behalf of the West Goshen Neighborhood Association to request a trash trailer for our annual Neighborhood Clean-up Day, scheduled for Saturday, May 30th. We are requesting the lowered fee of the half price discount to be offered to neighborhood associations for this service.

The trailer will serve as a vital resource to help beautify our neighborhood and, by extension, the city of Goshen. This clean-up event has become a cherished annual tradition, scheduled to follow our neighborhood garage sales. By coordinating these events, we aim to reduce waste left on the streets and promote a cleaner, more attractive community environment.


Our Neighborhood Clean-up Day will take place at Bakersfield Park, where the Goshen Street Department has kindly provided a scheduled trailer in past years. WGNA volunteers will be on hand to ensure compliance with county landfill regulations, preventing the dumping of prohibited items. We also have a board member who lives across the street that will also help monitor the trailer.

We believe that continuing this tradition supports our community's needs and contributes to keeping Goshen beautiful. We sincerely hope you will consider our request and continue to support our efforts to maintain and improve our neighborhood.

Thank you for your consideration.

Rachael Mercado

WGNA President
for the WGNA Board

 wgna.goshen@gmail.com



CITY OF GOSHEN LEGAL DEPARTMENT
Bodie J. Stegelmann, City Attorney

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MEMORANDUM

To: Board of Public Works and Safety
From: Bodie J. Stegelmann
Re: Community Service Partnership
Date: April 30, 2026

The City of Goshen partners with organizations that provide services or programs to Goshen residents more efficiently than what the city could provide such services. The city seeks to enter into an agreement with Downtown Goshen, Inc. to support a vault repair program, pursuant to the agreement provided with this Memorandum. Downtown Goshen, Inc. seeks Twenty-Six Thousand Dollars (\$26,000.00).

Suggested Motion: I move to approve an agreement with Downtown Goshen, Inc. in the amount of Twenty-Six Thousand Dollars (\$26,000.00) to support the vault repair program and authorize Mayor Leichty to execute the agreement.

COMMUNITY SERVICE PARTNERSHIP AGREEMENT

with Downtown Goshen, Inc.

to Support Downtown Goshen, Inc. Vault Repair

This Community Service Partnership Agreement (“Agreement”), entered by and between the City of Goshen, Indiana (“the City”) and Downtown Goshen, Inc. (the “Partner”), is executed pursuant to the terms and conditions set forth herein.

In consideration of those mutual undertakings and covenants, the parties agree as follows:

1. Purpose of this Agreement; Funds Award.

A. The purpose of this Agreement is to enable the City to award funds, in the amount of Twenty-Six Thousand Dollars (\$26,000.00), to the Partner to support a Vault Repair Program.

B. Partner shall run a Vault Repair Program, the goal of which is to aid building owners who fill underground vaults in downtown buildings that extend into the public right of way and that have been determined to be in poor condition. If left to deteriorate further, these vaults pose a hazard and a public safety threat. The program shall include the following:

1) The City will hire contractors to remove the sidewalks, fill the vaults, and replace the sidewalk.

2) City and Partner intend this program to aid building owners, whose responsibility it is to construct a support wall that will separate a building’s basement from the vault area.

3) The City will provide Partner with a list of properties eligible for aid, based on the condition of each property’s vault.

4) The City will issue construction permits for each eligible project and will complete all inspections.

5) The maximum grant award shall be Two Thousand Dollars (\$2,000.00) per vault.

(the “Project”).

C. Partner shall use the funds exclusively in accordance with the provisions contained in this Agreement, and in conformance with any applicable Indiana Code provisions. Partner shall use the funds received pursuant to this Agreement only to implement the Project or to provide the services in conformance with this Agreement and for no other purpose.

2. Representations and Warranties of the Partner.

A. The Partner expressly represents and warrants to the City that it is statutorily eligible to receive these funds. The Partner expressly agrees to promptly repay

all funds paid to it under this Agreement should it be determined that it was ineligible to receive the funds.

B. By entering into this Agreement, Partner certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from entering into this Agreement by any federal or state department or agency. The term "principal" for purposes of this Agreement is defined as an officer, director, owner, partner, key employee, other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Partner.

3. Implementation of and Reporting on the Project.

A. The Partner shall implement and complete the Project in accordance with the description contained in this agreement. Any modification of the Project shall require prior written approval of the City.

B. The Partner shall submit to the City a Final Community Services Partnership Report Form within thirty (30) days of completion of the Project, but no later than December 16, 2027, on forms provided by the City.

4. Term. This Agreement commences upon execution by both parties and approval by the Goshen Board of Public Works and Safety, and shall remain in effect through completion of the Project, or December 31, 2027, whichever is later.

5. Funding.

A. The City shall fund this award during its term, from funds approved by the Goshen Downtown Economic Improvement District.

B. The City shall not disburse any funds to the Partner until the City approves this Agreement.

C. Partner shall not release funds to approved building owners until both of the following occur:

1) The City completes the final inspection and sends a notice to Partner authorizing the release of funds.

2) The building owner provides documentation to Partner verifying that the cost of the wall construction equals or exceeds \$2,000.00.

D. Partner may use funds awarded to it to pay administrative expenses incurred by Partner as part of the Project, at the rate of \$80.00 per hour.

E. Partner must return any funds not used by Partner during the term of this agreement to the City (Goshen Downtown Economic Improvement District).

6. Payment of Claims.

A. If advance or lump payment of all or a portion of the funds is not prohibited by statute or regulation, and the City agrees to provide such advance payment, advance payment shall be made only upon submission of a proper claim setting out the intended purposes of those funds. Otherwise, all payments shall be made forty-five (45) days in arrears in conformance with applicable fiscal policies and procedures.

B. City shall process requests for payment only upon presentation of a claim in the form designated by the City, and which Partner must submit with accompanying supportive documentation as requested by the City.

7. Project Monitoring by the City. The City may conduct on-site or off-site monitoring reviews of the Project during the term of this Agreement and for up to ninety (90) days after it expires or is otherwise terminated. The Partner shall extend its full cooperation and give full access to any Project site and to relevant documentation to the City or its authorized designees for the purpose of determining, among other things:

A. whether Project activities are consistent with those set forth in this agreement;

B. whether the actual expenditure of funds to date on the Project is in conformity with the amounts of each vault repair and that unpaid costs have been properly accrued; and

C. that Partner is making timely progress with the Project, and that its project management, fiscal management and control systems, procurement systems and methods, and overall performance are in conformance with the requirements set forth in this Agreement and Project reports submitted to City fully and accurately reflect such.

8. Audits and Maintenance of Records. Partner may be required to submit to an audit of funds paid pursuant to this Agreement, and shall make all books, accounting records, and other documents available at all reasonable times during the term of this Agreement and for a period of three (3) years after final payment for inspection by the City or its authorized designee. Partner shall furnish copies to the City at no cost.

9. Compliance with Laws.

A. The Partner shall comply with all applicable federal, state, and local laws, rules, regulations, and ordinances. The enactment or modification of any applicable state or federal statute or the promulgation of rules or regulations thereunder after execution of this Agreement shall be reviewed by the City and the Partner to determine whether the provisions of this Agreement require formal modification.

B. The Partner warrants that the Partner and any contractors performing work in connection with the Project shall obtain and maintain all required permits, licenses, registrations, and approvals, and shall comply with all health, safety, and environmental statutes, rules, or regulations in the performance of any work activities. City may deem the failure to do so a material breach of this Agreement and grounds for immediate termination and denial of further opportunities with the City under this program.

C. The Partner affirms that, if it is an entity described in Indiana Code Title 23, it is properly registered and owes no outstanding reports to the Indiana Secretary of State.

D. As required by I.C. § 5-22-3-7:

1) The Partner and any principals of the Partner certify that:

a. the Partner, except for *de minimis* and nonsystematic violations, has not violated the terms of:

(i) I.C. 24-4.7 [Telephone Solicitation of Consumers];

(ii) I.C. 24-5-12 [Telephone Solicitations]; or

(iii) I.C. 24-5-14 [Regulation of Automatic Dialing Machines];

in the previous three hundred sixty-five (365) days, even if I.C. 24-4.7 is preempted by federal law; and

b. the Partner will not violate the terms of I.C. 24-4.7 for the duration of this Agreement, even if federal law preempts I.C. 24-4.7.

2) The Partner and any principals of the Partner certify that an affiliate or principal of the Partner and any agent acting on behalf of the Partner or on behalf of an affiliate or principal of the Partner, except for *de minimis* and nonsystematic violations,

a. has not violated the terms of I.C. 24-4.7 in the previous three hundred sixty-five (365) days, even if federal law preempts I.C. 24-4.7; and

b. will not violate the terms of I.C. 24-4.7 for the duration of this Agreement even if federal law preempts I.C. 24-4.7.

10. Employment Eligibility Verification. As required by I.C. 22-5-1.7, the Partner hereby swears or affirms under the penalties of perjury that:

A. The Partner has enrolled and is participating in the E-Verify program;

B. The Partner has provided documentation to the City that it has enrolled and is participating in the E-Verify program;

C. The Partner does not knowingly employ an unauthorized alien; and

D. The Partner shall require its contractors who perform work under this Agreement to certify to Partner that the contractor does not knowingly employ or contract with an unauthorized alien and that the contractor has enrolled and is participating in the E-Verify program. The Partner shall maintain this certification throughout the duration of the term of a contract with a contractor.

The City may terminate for default if the Partner fails to cure a breach of this provision no later than thirty (30) days after City notifies Partner.

11. Funding Cancellation. When City makes a written determination that funds are not appropriated or otherwise available to support continuation of performance of this Agreement, it shall be canceled.

12. Governing Law. This Agreement shall be governed, construed, and enforced in accordance with the laws of the State of Indiana, without regard to its conflict of laws rules. Suit, if any, must be brought in Elkhart County, State of Indiana.

13. Nondiscrimination. Pursuant to the Indiana Civil Rights Law, specifically including I.C. § 22-9-1-10, and in keeping with the purposes of the federal Civil Rights Act of 1964, the Age Discrimination in Employment Act, and the Americans with Disabilities Act, the Partner covenants that it shall not discriminate against any employee or applicant for employment relating to this Agreement with respect to the hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of the employee or applicant's: race, color, national origin, religion, sex, sexual orientation or identity, age, disability, ancestry, status as a veteran, or any other characteristic protected by federal, state, or local law ("Protected Characteristics"). Furthermore, Partner certifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination based on the Protected Characteristics in the provision of services.

The Partner understands that the City is a recipient of federal funds, and therefore, where applicable, Partner and any subcontractors shall comply with requisite affirmative action requirements, including reporting, pursuant to 41 CFR Chapter 60, as amended, and Section 202 of Executive Order 11246 as amended by Executive Order 13672.

14. Contracting with Relatives. Pursuant to IC 36-1-21, if Partner is wholly or partially owned by a relative of an elected official of the City Partner certifies that Partner has notified in writing both the elected official of the City and the City's legal department prior to entering into this contract that an elected official of the City is a relative of an owner of Partner.

15. Notice to Parties. Whenever any notice, statement or other communication is required under this Agreement, it shall be sent by first class mail or via an established courier/delivery service to the following addresses, unless otherwise specifically advised.

A. Notices to the City shall be sent to:

City of Goshen
Attn: Legal Department
204 E. Jefferson Street, Suite 2
Goshen, IN 46526
bodiestegelman@goshencity.com

B. Notices to the Partner shall be sent to (Include contact name and title, mailing and e-mail address):

Downtown Goshen, Inc
Attn: Michelle Horning
324 S 5th Street

Goshen, IN 46528
michhorning@gmail.com

16. Order of Precedence. Any inconsistency or ambiguity in this Agreement shall be resolved by giving precedence in the following order: (1) requirements imposed by applicable federal or State law; (2) this Agreement.

17. Termination for Breach.

A. Failure to complete the Project and expend funds in accordance with this Agreement may be considered a material breach, and shall entitle the City to suspend payments under this Agreement, and suspend the Partner's participation in the City Community Service Partnership program until such time as all material breaches are cured to the City's satisfaction.

B. City may deem the expenditure of funds other than in conformance with the Project or the Budget a breach. The Partner explicitly covenants that it shall promptly repay to the City all funds not spent in conformance with this Agreement.

18. Termination for Convenience. Unless prohibited by a statute or regulation relating to the award under this Agreement, City may terminate this Agreement, in whole or in part, whenever, for any reason, the City determines that such termination is in the best interest of the City. Termination shall be effected by delivery to the Partner of a Termination Notice, specifying effective date of termination and extent of termination. City shall compensate the Partner for completion of the Project properly done prior to the effective date of termination. The City will not be liable for work on the Project performed after the effective date of termination.

19. Non-Collusion, Acceptance. The undersigned individual signing on behalf of the Partner attests, subject to the penalties for perjury, that the undersigned is the Partner or a properly authorized representative, agent, member, or officer of the Partner. To the undersigned's knowledge, neither the undersigned nor any other member, employee, representative, agent, or officer of the Partner, directly or indirectly, has entered into or been offered any sum of money or other consideration for the execution of this Agreement other than that which appears upon the face hereof.

In Witness Whereof, Partner and the City have, through their duly authorized representatives, entered into this Agreement. The parties, having read and understood the foregoing terms of this Agreement, do by their respective signatures dated below agree to the terms thereof.

CITY:

CITY OF GOSHEN, INDIANA

Gina Leichty, Mayor

Date: _____

PARTNER:

DOWNTOWN GOSHEN, INC

Veronica Berkey, President

Date: _____



CITY OF GOSHEN LEGAL DEPARTMENT

City Annex
204 East Jefferson Street, Suite 2
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April 30, 2026

To: Goshen Board of Public Works and Safety
From: Shannon Marks, Legal Compliance Administrator
Subject: Resolution 2026-13 - Declaring Surplus and Authorizing the Disposal of IT Equipment

The City's Technology Department wishes to dispose of miscellaneous IT equipment that is no longer needed or is unfit for the purpose for which it was intended. The items are worthless or of no market value.

Resolution 2026-13 is to declare the property as surplus and authorize its disposal in accordance with Indiana Code § 5-22-22-8 by demolishing or junking property that is worthless or of no market value, including recycling components where possible.

Suggested Motion:

Move to pass Resolution 2026-13 - Declaring Surplus and Authorizing the Disposal of IT Equipment.

**Goshen Board of Public Works and Safety
Resolution 2026-13**

Declaring Surplus and Authorizing the Disposal of IT Equipment

WHEREAS City of Goshen Technology Department has personal property that is no longer needed or is unfit for the purpose for which it was intended and wishes to dispose of the personal property.

WHEREAS the personal property is worthless or of no market value.

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

1. The personal property set forth in Exhibit A is declared as surplus property, hereinafter collectively referred to as “Surplus Property.”
2. City staff is authorized to dispose of the Surplus Property in accordance with Indiana Code § 5-22-22-8 by demolishing or junking Surplus Property that is worthless or of no market value, including recycling components where possible.

PASSED by the Goshen Board of Public Works and Safety on April 30, 2026.

Gina M. Leichthy, Mayor

Mary Nichols, Member

Orv Myers, Member

Michael A. Landis, Member

Barb Swartley, Member

EXHIBIT A

Surplus Property - Resolution 2026-13

6	Flat Screen Monitors
1	HP LaserJet P2035n Printer S/N# CN89076368
11	Keyboards
13	Mice
1 set	Speakers
1	Desk Phone
6	Towers
1	Box of Random Cables
1	Antenna
1	Adding Machine



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April 30, 2026

To: Board of Public Works and Safety

From: Bodie J. Stegelmann

Re: Resolution 2026-14, Transfer of Real Estate at 301, 305, and 311 West Wilden Avenue to Habitat for Humanity of Elkhart County, Inc.

The City of Goshen acquired real estate at 301, 305 and 311 West Wilden Avenue as part of the Wilden Avenue reconstruction project. The residences at these three addresses were demolished as part of that project. Habitat for Humanity of Elkhart County, Inc. would like to acquire these vacant properties for the purpose of constructing a residential structure at each of the three addresses for three of Habitat's partner families. The City will transfer the real estate for no monetary consideration.

Resolution 2026-14 is to approve the terms and conditions of the Agreement for the Sale and Purchase of Real Estate with Habitat for Humanity of Elkhart County, Inc., and authorizes Mayor Leichty to execute the Agreement and any other documents on behalf of the Board and the City of Goshen for this purpose.

Suggested Motion:

Move to adopt Resolution 2026-14, Transfer of Real Estate at 301, 305, and 311 West Wilden Avenue to Habitat for Humanity of Elkhart County, Inc.

RESOLUTION 2026-14

**Transfer of Real Estate
Located at 301, 305 and 311 West Wilden Avenue
to Habitat for Humanity of Elkhart County, Inc.**

WHEREAS The City of Goshen, Indiana (“The City”) owns real property generally located at 301, 305 and 311 West Wilden Avenue, Goshen, Indiana (referred to as “Subject Real Estate”).

WHEREAS Habitat for Humanity of Elkhart County, Inc. (“Habitat”) is an Indiana nonprofit corporation organized for educational, literary, scientific, religious, or charitable purposes that is exempt from federal income taxation under Section 501 of the Internal Revenue Code, and would like to acquire the Subject Real Estate from The City for the purpose of constructing a residential structure upon each of the three (3) addresses for three (3) of Habitat’s partner families.

WHEREAS The City is willing to transfer the Subject Real Estate to Habitat for the purpose so stated.

WHEREAS Indiana Code § 36-1-11-1 allows the City to transfer real property to an Indiana nonprofit corporation organized for educational, literary, scientific, religious, or charitable purposes that is exempt from federal income taxation under Section 501 of the Internal Revenue Code.

NOW, THEREFORE, BE IT RESOLVED that:

1. The City agrees to transfer to Habitat the Subject Real Estate generally located at 301, 305 and 311 West Wilden Avenue, Goshen, Indiana.
2. The Goshen Board of Public Works and Safety approves the terms and conditions of the Agreement for the Sale and Purchase of Real Estate with Habitat for Humanity of Elkhart County, Inc. that is attached hereto and made a part of this Resolution.
3. Mayor Gina M. Leichty is authorized to execute any and all documents on behalf of The City to transfer the Subject Real Estate to Habitat for Humanity of Elkhart County, Inc.

PASSED and ADOPTED by the Goshen Board of Public Works and Safety on April 30, 2026.

Gina M. Leichty, Mayor

Mary Nichols, Member

Orv Myers, Member

Michael A. Landis, Member

Barb Swartley, Member

AGREEMENT
For the Sale and Purchase of Real Estate

THIS AGREEMENT is made and entered into on _____, 2026, which is the last signature date set forth below, by and between Habitat for Humanity of Elkhart County, Inc., hereinafter referred to as “Habitat” and City of Goshen, Indiana, a municipal corporation and political subdivision of the State of Indiana, acting through the Goshen Board of Public Works and Safety, hereinafter referred to as “City.”

1. Real Estate. In consideration of the purchase price and on the terms, covenants and conditions to be kept and performed by the respective parties, City agrees to sell and Habitat agrees to purchase the following four (4) parcels of real estate (three (3) addresses) located in the City of Goshen, Elkhart Township, Elkhart County, Indiana, and more particularly described as follows:

301 W. Wilden Ave.

Lot 403, Lot 404, and the East Ten (10) feet of Lot Numbered 405 in Wilden’s Walnut Hill Fourth Addition to the City of Goshen, Indiana, said Plat originally recorded in Deed Record 86, page 420, in the Office of the Recorder of Elkhart County, Indiana; Plat was lost, redrawn, and re-recorded in Plat Book 3, Page 132, in the office of the Recorder of Elkhart County, Indiana.

Commonly known as 301 West Wilden Ave., Goshen, Indiana.

Parcel Numbers: 20-11-04-453-004.000-015 and part of 20-11-04-453-003.000-015

305 W. Wilden Ave.

The West Twenty-Five (25) feet of Lot 405, Lot 406, and the East Fifteen (15) feet of Lot 407 in Wilden’s Walnut Hill Fourth Addition to the City of Goshen, Indiana, said Plat originally recorded in Deed Record 86, page 420, in the Office of the Recorder of Elkhart County, Indiana; Plat was lost, redrawn, and re-recorded in Plat Book 3, Page 132, in the office of the Recorder of Elkhart County, Indiana.

Commonly known as 305 West Wilden Ave., Goshen, Indiana.

Parcel Numbers: Part of 20-11-04-453-003.000-015 and part of 20-11-04-453-002.000-015

311 W. Wilden Ave.

The West Twenty (20) feet of Lot 407; the vacated alley lying West of Lot 407 and East of Lot 408; Lot 408; and the East Ten (10) feet of Lot 409 in Wilden’s Walnut Hill Fourth Addition to the City of Goshen, Indiana, said Plat originally recorded in Deed Record 86, page 420, in the Office of the Recorder of Elkhart County, Indiana; Plat was lost, redrawn, and re-recorded in Plat Book 3, Page 132, in the office of the Recorder of Elkhart County, Indiana.

Commonly known as 311 West Wilden Ave., Goshen, Indiana.

Parcel Numbers: 20-11-04-453-001.000-015 and part of 20-11-04-453-002.000-015

The above-described real estate is hereinafter referred to collectively as the “Real Estate.”

The Real Estate shall include all land; all pertinent rights, privileges, and easements; and all buildings and fixtures in their present condition.

2. Purchase Price. City agrees to transfer the Real Estate to Habitat for no monetary consideration; however, Habitat agrees to the following terms for the development of the Real Estate:

A. Habitat agrees to construct a two-story, single-family home that is at least one thousand three hundred (1300) square feet, upon each of the three (3) addresses, within three (3) years of the date of this Agreement.

B. The value of construction will be at least One Hundred Fifty Thousand Dollars (\$150,000.00).

C. Driveway, parking area, and garage access will be from the north boundary of the Real Estate.

D. City will have the right to approve the final exterior design of the property prior to Habitat commencing construction.

E. Habitat agrees to sell any home constructed on the Real Estate to a Habitat Partner family.

F. The purchase by the partner family will be secured by a mortgage issued by Habitat in an amount not to exceed the independently appraised fair market value of the constructed home and real estate. The interest rate will be 0% throughout the term of mortgage which will be at least a twenty (20) year mortgage.

3. Taxes and Assessments. City shall pay the real estate taxes and assessments for 2025, due and payable in 2026. The real estate taxes and assessments for 2026, due and payable in 2027, shall be prorated between Seller and Goshen as of the date of closing. If the tax rate and/or assessment for taxes have not been determined, the rate and/or assessment shall be assumed to be the same as the prior year for the purpose of proration and credit for due but unpaid taxes and assessments. Habitat shall pay all real estate taxes and assessments for 2027, due and payable in 2028, and thereafter.

4. Title Insurance. At the time of closing, City agrees to provide Habitat, at Habitat’s expense, with a policy of title insurance in standard ALTA owner’s form insuring the title to the Real Estate to be conveyed by City to Habitat in an amount equal to twenty-five thousand dollars (\$25,000.00) for each address, to be free of defects except such defects that are included in the standard exceptions forming a part of such policies. The conveyance is subject to all easements, public ways, and restrictions of record.

5. Closing. A closing will be held on or before _____, 2026, unless the parties agree to a later date in writing. Parties will equally share the costs of the closing agent.

6. Warranty Deed. City shall deliver to Habitat a warranty deed for each of the three (3) addresses conveying merchantable title to the Real Estate free and clear of all liens and

encumbrances, except conditions of record including, but not limited to zoning restrictions, taxes, easements, and assessments.

7. Possession of Real Estate. Possession and occupancy of the Real Estate will be delivered to Habitat on the date of closing unless a later date of possession is agreed to in writing by the parties.

8. Warranties. City warrants that City will convey a good and merchantable title to Habitat. Habitat accepts the Real Estate AS IS without warranty of habitability. City makes no warranty, express or implied, that the Real Estate is suitable for any particular purpose.

9. Miscellaneous.

A. This agreement shall be construed in accordance with and governed by the laws of the State of Indiana.

B. If legal action is brought to enforce or interpret the terms of and conditions of this agreement, the proper venue for such action will be in a court of competent jurisdiction in Elkhart County, Indiana.

C. If either party brings an action to enforce any right conferred by this agreement or to force the other party to fulfill any obligation imposed by this agreement, the prevailing party of such action shall be entitled to recover all costs of that action, including reasonable attorneys' fees.

D. If any provision of this 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 this agreement shall not affect the validity or enforceability of any other provision of this agreement.

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

F. This agreement constitutes the entire agreement between the parties relative to the Real Estate described above and supersedes all other agreements or understanding between City and Habitat relative to such Real Estate, specifically the Agreement dated June 12, 2025.

10. 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 set their hands to this agreement on the dates as set forth below.

[Signatures on following page.]

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

Habitat for Humanity of Elkhart County, Inc.

Gina M. Leichty, Mayor

Date: April _____, 2026

By: _____

Printed: _____

Its: _____

Date: April _____, 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.goshen.in.gov

April 30, 2026

To: Board of Public Works and Safety

From: Christina M. Bonham, Paralegal

Subject: Amendment #1 to the KIL & Associates November 10, 2025 Agreement Regarding Architectural Design and Planning Services for Goshen Court/PD Building

It is recommended that the Board approve and authorize Mayor Leichty to execute the attached Amendment #1 with KIL & Associates to allow the City to enter into an amendment to the November 10, 2025 Agreement for the Goshen Court/Police Building located at 111 E. Jefferson Street.

This amendment involves converting Basement Evidence Storage 007 and Hall 021 into a Strength Training Gym and Basement Exercise 005 to a Cardio Room. Please see attached Amendment #1 for various changes to original pricing. A copy of the original November 10, 2025 Agreement is attached for reference.

Suggested Motion:

Approve and authorize Mayor Leichty to execute the attached Amendment #1 with KIL & Associates to allow the City to enter into an amendment to the original November 10, 2025 Agreement for the Goshen Court/Police Building located at 111 E. Jefferson Street.

SUPPLEMENTARY AMENDMENT #1 TO THE AGREEMENT BETWEEN CITY OF GOSHEN AND GREGORY A. KIL & ASSOCIATES INC. FOR ARCHITECTURAL SERVICES

CITY OF GOSHEN

AND

GREGORY A. KIL & ASSOCIATES, INC. (d/b/a Kil Architecture/Planning)

Architectural Design and Planning Services for a Proposed Limited Scope Remodeling of the existing Goshen Court/Police Building located at 111 E Jefferson Street, Goshen, IN

Original Agreement Dated 11/10/2025 (*ORIGINAL AGREEMENT ATTACHED FOR REFERENCE*)

Section IV. ALTERNATES: **ADD THE FOLLOWING:**

- D. ALTERNATE #4: Additional Services for the added Program Scope of Work to convert Basement Evidence Storage 007 and Hall 021 to a Strength Training Gym and Basement Exercise 005 to a Cardio Room per the virtual programming session with City Representatives on 3/17/26. This scope includes architectural design and associated Mechanical, Electrical, and Plumbing Engineering for the Strength Training Gym. Architectural coordination will be applied to the Mechanical, Electrical, and Plumbing Engineering to be implemented at the Cardio Room.

Section V. COMPENSATION, Section A.d: **REPLACE WITH THE FOLLOWING:**

- d. The Phase III Bidding and Construction Administration Phase (Article III above) will be provided on an hourly rate basis with a fee expected not to exceed: \$16,500.00

Section V. COMPENSATION, Section A.e: **ADD THE FOLLOWING:**

- #4: Additional Scope of Work for the Renovation of two Basement Rooms: \$15,750.00.

Section V. COMPENSATION, Section B. **ADD THE FOLLOWING**

- B. REIMBURSABLE EXPENSES: Include an allowance of \$1,000.00 for Reimbursable Expenses.

Section V. COMPENSATION SECTION C: **REPLACE WITH THE FOLLOWING:**

- C. The Owner will be billed at the Standard 2026 hourly rates as follows:

Principal Architect	\$215.00/hour
Director of Planning	\$170.00/hour
Director of Historic Preservation	\$170.00/hour
Senior Project Architect	\$160.00/hour
Project Architect, Level II	\$135.00/hour
Project Architect, Level I	\$130.00/hour
Preservation Architect	\$140.00/hour
Project Manager	\$130.00/hour
Administrative	\$125.00/hour
Architectural Designer	\$120.00/hour
Graduate Architect, Level III	\$120.00/hour
Graduate Architect, Level II	\$110.00/hour
Graduate Architect, Level I	\$105.00/hour
Technical CAD Designer	\$110.00/hour
Intern Architect, Level III	\$85.00/hour
Intern Architect, Level II	\$75.00/hour
Intern Architect, Level I	\$65.00/hour
Clerical Staff	\$60.00/hour

These rates are subject to review and may be changed at the beginning of each calendar year.

All other sections of the agreement dated 10/11/2025 remain in full effect.

If Owner Approves this Amendment Agreement as state above, please countersign below and we can begin our study.

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04/08/2026
Goshen Court/Police Bldg Remodel
Proposal Amendment 1
Kil A/P # 25067
Page 1

SUPPLEMENTARY AMENDMENT #1 TO THE AGREEMENT BETWEEN CITY OF GOSHEN AND GREGORY A. KIL & ASSOCIATES INC. FOR ARCHITECTURAL SERVICES

CITY OF GOSHEN

AND

GREGORY A. KIL & ASSOCIATES, INC. (d/b/a Kil Architecture/Planning)

Architectural Design and Planning Services for a Proposed Limited Scope Remodeling of the existing Goshen Court/Police Building located at 111 E Jefferson Street, Goshen, IN
Original Agreement Dated 11/10/2025



Owner (Signature)

Architect (Signature)

Gina M. Leichty, Mayor
Printed name and title

Gregory A Kil, Architect
Printed name and title

April 30, 2026
date

April 8, 2026
date

Informational Purposes:

Original Contract:		Contract with Amendment #1	
Documentation:	\$1,000.00	Documentation:	\$1,000.00
Phase I SD and Code Study:	\$9,000.00	Phase I SD and Code Study:	\$9,000.00
Phase II Construction Documents:	\$65,500.00	Phase II Construction Documents:	\$65,500.00
Phase III Construction Administration:	<u>\$14,500.00</u>	Added Scope Amendment 1:	\$15,750.00
Total Original Contract Approved:	\$90,000.00	Phase III Construction Administration:	\$16,500.00
		Reimbursables Allowance:	<u>\$1,000.00</u>
		Total Contract with Amendment 1	\$108,750.00

END OF CONTRACT AMENDMENT #1 TO 11/10/2025 AGREEMENT

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04/08/2026
Goshen Court/Police Bldg Remodel
Proposal Amendment 1
Kil A/P # 25067
Page 2



Agreement for Preliminary Architectural Design and Planning Services

For
City of Goshen Court/Police Building
111 E Jefferson Street
Goshen, IN 46528

This Agreement defines the scope of preliminary architectural design and planning services,

Between the Owner: City of Goshen (hereinafter referred to as Owner)
and the Architect: Kil Architecture/Planning (hereinafter referred to as Architect)
for the following project: Proposed Limited Scope Remodeling of the existing Goshen Court/Police Building located at 111 E Jefferson Street, Goshen IN (hereinafter referred to as Project)

It is understood that this consultation entails the Limited Scope Interior Remodeling Study for the Goshen Court/Police Building.

The Owner shall furnish surveys and documentation describing the physical characteristics of the building, site, legal description and utility locations for use by the Architect.

I. SCOPE OF PRELIMINARY SERVICES (PHASE I DESIGN):

A. DOCUMENT EXISTING CONDITIONS:

The Owner has provided floor plans of the existing building. The Architect will visit the project site and use field measurements and photography to develop AutoCAD floor plan drawings of "as-built" conditions for use in the proposed study. The Owner shall provide a site survey for use by the Architect showing property lines, building location and site utilities (topo-grades/gas/water/sanitary/electric/gas/data, etc.) if available.

B. ESTABLISH PROGRAM AND GOALS:

The Architect will meet with a selected committee of the City of Goshen to confirm a detailed program for the proposed limited scope remodeling. This Program will be used by the Architect in developing a schematic design proposal for the remodeling. In general the program is as follows:

1. The remodeling to be based upon the approved concept plans prepared by Cripe Design and dated 10/03/2025.
 - a. Conversion of existing court offices into new detective offices for police force – with individual office – walls to extend to hard ceiling, and to include existing men's restrooms, and to be a secure office suite with access to central common space.
 - b. Council chamber to be re-organized to accommodate multi-purpose functions (conferences, trainings sessions, seminars, events, etc.) with AV accommodations for large TV monitors, small kitchenette. Project to included modification to existing south wall to accommodate a new interior glazed wall system with entry door.
 - c. Provide modifications for Legal Offices: Convert existing storage room into an office add a window. Consider a larger space for the copy machine.
 - d. Existing detective offices at lower level to be converted into new Evidence Storage with security measures, storage racks, and secure entry. Existing windows at east wall to be secured in appropriate way to not require removal of existing windows. Provide a new dedicated HVAC system with separate humidity and temperature control per best practice.

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11/10/2025
Goshen Court/Police Bldg Remodel Proposal_V4
Kil A/P # 25067
Page 1



- e. Plan update to accommodate mobile storage system for Evidence Storage Room.
2. Provide the proposed new layouts in a way that best utilizes the existing conditions as much as possible and where it accommodates the Owner's program.
3. Selectively demolish portions of the existing construction with upgrades to accommodate the proposed program.
4. Develop a proposed Schematic Plan that addresses life safety upgrades in order to meet code compliance.

The Owner is requested to prioritize the above program for use by the Architect in this Phase I Preliminary Study.

C. CODE REVIEW:

Prepare a basic building code review for the project based upon construction type, proposed occupancy classification(s) and size of building. Identify fire and life safety upgrades as applicable to the scheme developed. Renovated spaces will be designed for code compliance: Accessible exit route to be developed and maintained as required by code. The scope of the remodeling will require modifications of the existing fire suppression system and other code upgrades. The Study will evaluate code compliance for the rated and secured Evidence Room. The exact scope of upgrades will be determined as the code review and preliminary plans are developed.

D. SCHEMATIC BUILDING DESIGN:

Once scope items A, B and C have been completed, schematic design verification for the Cripe Design preliminary design will be developed for review with the Owner. Upon review of the Schematic Plan update, a subsequent revision may be developed. One revision to the design update is included in this preliminary study. One face to face meeting at the site and one virtual meeting is included in the Phase I Scope.

Deliverable drawings and documents for Phase I Schematic Design will include:

1. Existing building plans: basement, and 1st floors
2. Proposed schematic floor plans
3. Proposed basic elevations
4. Basic code review both options(2-4 page narrative)
5. Schematic Design Cost Estimate based upon 1 approved Schematic Design Option (\$2,500 allowance)

II. DETAILED BIDDING, PERMIT AND CONSTRUCTION DOCUMENTS (PHASE II):

- A. Once Owner approval of the Schematic Preliminary Design (Phase I) is gained and a written directive has been issued by Owner to proceed with detailed Construction Documents for the selected design solution the Architect shall proceed with developing the Phase II Detailed Permit, Bidding and Construction Documents.
- B. This Scope includes up to 4 meetings with the Owner (2 face to face and 2 virtual meetings) and Detailed Architectural and Engineering plans and associated consultation, based on the scope of the approved Phase I Schematic Design for the project (Architectural, Structural, Electrical, Mechanical HVAC, and Plumbing).

Deliverables for Phase II Detailed Bidding, Permit and Construction Documents are projected to include the following documents:

1. Existing/demo plans: Basement, 1st Floor Plan
2. Proposed Plans: Basement, 1st Floor Plan
3. Proposed Elevations

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11/10/2025
Goshen Court/Police Bldg Remodel Proposal_V4
Kil A/P # 25067
Page 2



4. Schedules (Room Finish/Door/Window)
5. Details
6. Specifications
7. Structural Plans (if required)
8. Mechanical HVAC: Heating, Ventilation and Air Conditioning, Equipment, Schedules and Details
9. Mechanical Plumbing: Layout, Isometric, Schedules
10. Electrical: Power and Distribution, Lighting and Controls, Fixture schedules
11. AV Design
12. CDR (Construction Release Application Form) Completed for Owner review and signature.

III. CONSTRUCTION ADMINISTRATION PHASE (PHASE III):

If requested by Owner, Architect can assist in bidding the project with contractors. Architect to provide a minimum of 8 site visits be performed to confirm compliance of construction with the submitted documents and review of contractor's critical shop drawing submittals.

IV. ALTERNATES:

The following alternates supplement the Phase I Preliminary Scope and are proposed for Owner consideration. To authorize the following Alternate Scope of Work, Owner may give written notice to Architect in a manner and time that is reasonable under the circumstances.

A. ALTERNATE #1 CHAPTER 34 EXISTING BUILDING EVALUATION:

A Chapter 34 Existing Building Evaluation can be prepared for the project as an additional service. When approved by the Owner, Architect to prepare a Chapter 34 evaluation to allow for existing conditions (construction type, open stairs, existing stair rise/run, railing heights, unrated door/frames, etc.) to be used without a full code upgrade and will retain the original fabric and reduce construction cost.

B. ALTERNATE #2 STRUCTURAL EVALUATION:

Structural Engineering evaluation of the existing building would include evaluation of the existing building structure and verification that it can support the new occupant loads imparted by the proposed upgrades and occupancy, and as required for the Chapter 34 evaluation.

C. ALTERNATE #3: 3D MATTERPORT SCAN:

If requested by Owner, Architect to provide a 3-D Matterport Scan of the buildings existing conditions. A link will be provided to the Owner to view the scan of the existing building interior and limited exterior during the course of the project. This scan will be available for 6 months after the project contract is completed. Additional time to host the scan would incur additional fees for hosting.

V. COMPENSATION:

A. PHASE I SCHEMATIC DESIGN:

- a. Documentation: Verification of floor plans provided and additional documentation (Scope Item A, as noted under Article I above) will be developed at a fee of \$1,000.00 (one thousand dollars).
- b. The Phase I Schematic Design Verification Consultation and Code Study (Scope Items B through D as noted under Article I) will be developed at a fee of \$9,000.00 (nine thousand dollars).
- c. The Phase II Permit and Construction Documents (Scope Items A and B as noted under Article II) will be developed for an estimated fee of: \$65,500.00 (Sixty-five thousand five hundred dollars). This fee includes allowances as follows:

Architectural Design Allowance of \$ 28,500.00

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Goshen Court/Police Bldg Remodel Proposal_V4
Kil A/P # 25067

11/10/2025

Page 3



Structural Design Allowance of \$ 7,500.00
 MEP Engineering Allowance of \$ 18,000.00
 AV Design Allowance of \$ 8,000.00
 Design Development Cost Estimate: \$ 3,500.00

d. The Phase III Bidding and Construction Administration Phase (Article III above) will be provided on an hourly rate basis with a fee expected not to exceed: \$14,500.00

e. Alternates:

#1: Chapter 34 Existing Building Evaluation \$ 1,800.00 - \$2,800.00
 #2: Structural Engineering Evaluation (if required) estimated at \$ 1,200.00 - \$2,200.00
 #3: Matterport Scan \$ 2,400.00

B. REIMBURSABLE EXPENSE: Standard reimbursable expenses are not included in the above fee. These are as follows: Printing/copying, AIA contract document fees (design/construction), fee for laser imaging scanning (LiDAR), high-res drone photography fee, mileage at \$0.70/mi, documentation, permit fees, Construction Permit Review fee (if required), and other similar expenses in the interest of the project.

C. The Owner will be billed at the Standard 2025 hourly rates as follows:

Principal Architect	\$205.00/hour
Director of Planning	\$160.00/hour
Director of Historic Preservation	\$160.00/hour
Project Architect, Level II	\$160.00/hour
Project Architect, Level I	\$130.00/hour
Historic Preservation Architect	\$140.00/hour
Senior Architectural Designer	\$120.00/hour
Administrative	\$120.00/hour
Graduate Architect, Level III	\$115.00/hour
Graduate Architect, Level II	\$105.00/hour
Graduate Architect, Level I	\$100.00/hour
Project Designer	\$110.00/hour
Technical CAD Designer	\$105.00/hour
Intern Architect, Level III	\$80.00/hour
Intern Architect, Level II	\$70.00/hour
Intern Architect, Level I	\$63.00/hour
Clerical Staff	\$53.00/hour

These rates are subject to review and may be changed at the beginning of each calendar year.

VI. OWNER RESPONSIBILITIES:

- A. The Owner shall provide full information regarding requirements for the project.
- B. The Owner shall establish and update an overall construction budget for the project including reasonable contingencies.
- C. The Owner shall furnish surveys describing the physical characteristics, legal limitations and utility locations of the site of the project, if available.

VII. Work Scope Qualifications: Architectural and Engineering consultation services authorized in writing by the Owner beyond the scope of this Contract will be billed at the Architect's hourly rates as stated below (or Consultant's hourly rates). The following are additional services that may be required or requested by the Owner that are not included in the basic scope of Phase I Preliminary Design:

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Goshen Court/Police Bldg Remodel Proposal_V4
 Kil A/P # 25067

11/10/2025

Page 4



- a. Changes to the scope of the program as requested by the Owner after the preliminary design has begun or completed as outlined under Article I above, requiring additional time on behalf of the Architect may incur additional fees.
- b. Additional revisions or meetings beyond those listed in Section I.D and II.B above may incur additional fees.
- c. Site Survey is not included and a property survey (boundary, topo, site utilities, location of building, etc.) to be provided by the Owner for use by the Architect.
- d. Chapter 34 Evaluation: If suggested by the Architect and approved by the Owner as Alternate #1, prepare a Chapter 34 evaluation to allow for existing conditions (construction type, open stairs, existing stair rise/run, railing heights, unrated door/frames, etc.) to be used without a full code upgrade and will retain the original fabric and reduce construction cost.
- e. Civil Engineering is not anticipated and not included in the scope of this agreement, but can be provided as an additional service, if required.
- f. Structural Engineering beyond Alternate #2 above is not included in the Phase I Scope of Work but would be part of Phase II as required.
- g. Mechanical, Electrical and Plumbing Engineering are not included in the Phase I Scope of Work but would be part of Phase II as required.
- h. The preparation of complete 3-D computer model images of the project (interior and exterior) can be developed as an additional service (at a fixed fee per scope or at an hourly rate).
- i. Variances, easements and/or rezoning are not included, but can be provided if requested by the Owner.
- j. Identification or evaluation of environmental conditions or hazardous materials is not included.
- k. Instruments of Service: The Drawings and Documents (defined in the Standard Terms and Conditions for Agreement 2025 attached hereto) (including original Construction Documents), schematic, site analysis, specifications, materials, models, sketches, renderings, surveys, reports and other documents, including those prepared as 3D electronic models, using CAD and existing in other electronic formats, prepared or provided by Architect are "Instruments of Service" The files shall at all times remain the property of the Architect, but Owner is hereby granted an exclusive, unconditioned, royalty-free, irrevocable, perpetual and transferrable license to use the "Instruments of Service" and in no case shall the transfer of the files be considered a sale or other transfer of Ownership rights. Owner shall be permitted to retain copies including reproducible and originally stamped copies, of all Instruments of Service, and is granted a license to make any renovation or repairs to the Project provided that all invoices are paid according to proposal terms and "in full". Owner agrees to indemnify and hold Architect and its Consultants harmless from any subsequent modification of the instruments of service by Owner and from Owner's use of the instruments of service on future additions not involving Architect.

VIII. PAYMENTS:

- A. Payments are due and payable 45 days from the date of the Architect's invoice. Amounts unpaid 45 days after invoice date shall bear interest at a rate of 1.5 %/mo.
- B. Payments may be made online at <https://secure.clientpay.com/pages/kilarchitecture/payments> , by scanning the QR code at the end of this proposal or by Check. Online payment fees are nonrefundable.

This proposal is valid for thirty-five (35) days of the date issued. If not accepted within that time, the Architect reserves the right to modify the fees and terms of the proposal or to withdraw the proposal.

The prevailing party in any dispute arising out of or relating to this Agreement or its breach that is resolved by a binding dispute-resolution process will be entitled to recover from the other party reasonable costs and

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11/10/2025
Goshen Court/Police Bldg Remodel Proposal_V4
Kil A/P # 25067

Page 5



expenses (including attorney fees) incurred by the prevailing party in connection with such dispute-resolution process.

Owner agrees, to the fullest extent permitted by law, to limit the liability of the Architect so that the total aggregate liability of the Architect shall not exceed the Architect's fee paid for services rendered on the Project pursuant to this Agreement. It is acknowledged that this limitation of liability applies to any and all cause of action, be it sounding in contract, tort, statutory violation or otherwise.

If this letter proposal properly sets forth the scope of the architectural planning and design services, please countersign below and forward a retainer check for \$1,000.00 (one thousand dollars) so we can begin work on your project. This retainer will be credited to the final invoice for the project.

Thank you for the opportunity to submit this proposal and we look forward to working with you to develop the design for your project. If you have any questions, please do not hesitate to contact me.

Gregory A. Kil, NCARB, AIA
Architect and President
Gregory A. Kil & Associates, Inc.
d/b/a Kil Architecture / Planning
Phone: 574-2882654

Gina Leichy, Mayor

Date November 20, 2025
Best Phone Contact Number: _____

ALTERNATES: Please initial and date this section to accept the Alternate Consultations:

#1: Chapter 34 Existing Building Evaluation (\$1,800.00 - \$2,800.00):

Initials date

#2: Structural Engineering Evaluation (\$1,200.00 - \$2,200.00):

Initials date

#3: Matterport Scan (\$2,400.00):

Initials date

ATTACHMENT: Exhibit A, Kil Architecture/Planning Standard Terms and Conditions for Agreement

END OF PROPOSAL



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11/10/2025
Goshen Court/Police Bldg Remodel Proposal_V4
Kil A/P # 25067

Page 6

**Kil Architecture/Planning
Standard Terms and Conditions for Agreement
2025**

- I. SCOPE OF WORK QUALIFICATIONS AND ADDITIONAL SERVICES:
The following is an outline of Work Scope Qualifications, and/or services that have NOT been included in the base fee, but can be provided if required by the Owner or by the Municipal Agencies
- A. Variances, easements and/or rezoning and Agency Assistance can be provided, if requested by the Owner.
 - B. Additional Revisions to the Schematic Design or Concept Design Drawings, beyond that listed in the Scope of Work may incur additional fees.
 - C. Additional design coordination meetings and plan review submittals outside those specified in the base fee proposal.
 - D. Additional revisions to 3-D models, beyond that listed in the Scope of Work can be prepared as an additional service.
 - E. Changes to Approved Concept, Schematic or Design Developments Plans, requiring time to update plans by the Design Team may incur additional fees. This includes major plan layout changes, adjustments to bearing walls and layouts once established at the start of Design Development and exterior elevation/roof line design changes after the completion of the SD or DD phase.
 - F. Changes required as a result of the Owner's failure to render decisions in a timely manner and impacting project schedule.
 - G. Construction change orders caused by added/revised work.
 - H. Changes by Owner, Contractor, Sub-contractors to reduce construction costs or expedite construction that incur additional consultation time by Architect and/or Engineer will incur additional fees.
 - I. Identification of Environmental and Hazardous Materials not included.
 - J. Permits to be paid by Contractors.
 - K. State release fees to be paid by Owner.
 - L. Plan re-use of the building designs for future potential phases and/or alternate project sites.
 - M. Updates to CAD plans or elevations that have been marked up on copies furnished by the contractor depicting "As-Built" conditions.
 - N. Kitchen Hood Design can be provided as an additional service.
 - O. Commissioning is not included in the base fee.
 - P. Life Cycle and energy cost analysis is not provided.
 - Q. LEED Documentation, Energy Star or similar analysis and certification is not included in the base fee.
 - R. Signage and Wayfinding can be provided as an additional service.
 - S. Disassembly and testing of existing equipment and systems is not included.
 - T. Fire Suppression system engineering design is to be developed by Fire Suppression vendor. Submittal to the State Plan Review for this portion of the work to be the responsibility of this sub-contractor vendor.
 - U. Geotech Report including soil borings to be provided by Owner for use by structural engineer.
 - V. Marketing floor plans and presentation 3-D computer model can be prepared, as an additional fee.
 - W. IT/ Cable TV/Security coordination (pathways, power, performance outline spec) is provided in the base contract. Specific entry key card or key fob access system, security, sound or communication systems, computer and data systems design to be provided by others.
 - X. Extensive investigations of alternative building systems is not included, but can be provided as an additional service.

- II. OTHER STANDARD TERMS AND CONDITIONS:
- A. PROJECT COMMUNICATION: All official Communication and Authorizations for the Project shall be communicated through email or in writing to the Architect and/or Owner. Communication via Text, Messenger, or Other Messenger type apps is not official communication for projects and is not to be used for correspondence, authorization, or acceptances.
 - B. INVOICE AND PAYMENT PROCEDURES: Architect and Engineering Team shall submit invoices, once a month, at a maximum, to the OWNER for Services accomplished during each calendar month.
 - C. PROJECT TERMINATION: In the event of the project being stopped, delayed or terminated by Owner, Owner will pay Kil Architecture/Planning and its consultants for all work completed on the project prior to the notice to stop, hold, or terminate work.
 - D. The OWNER, as OWNER or authorized agent for the OWNER hereby agrees that payment will be made for said Services within forty-five (45) days from the date of receipt of the invoice; and, in default of such payment, hereby agrees to pay all cost of collection, including reasonable attorney's fees, regardless of whether legal action is initiated. The OWNER hereby acknowledges that unpaid invoices shall accrue interest at 18 percent per annum after they have been outstanding for over forty-five (45) days. If an invoice remains unpaid sixty (60) days after the date of the invoice, Architect and Engineering Team may, upon giving seven (7) days written notice of its intent to do so, suspend all Services on the Owner's project. This suspension shall remain in effect until all unpaid invoices are paid in full. If an invoice remains unpaid ninety (90) days after the date of the invoice, Architect and Engineering Team may, upon giving seven (7) days written notice of its intent to do so, declare OWNER to be in breach of this Agreement and pursue its remedies for collection.
 - E. The OWNER specifically acknowledges that receipt of these standard terms and conditions constitutes notice that the ARCHITECT will pursue a MECHANICS LIEN to secure its interests, if necessary. A LIEN will be filed within 50 days of date of last work unless previous arrangements have been made. A fee of \$100.00 will be charged for preparation and filing of said LIEN. A fee of \$100.00 will also be charged for the preparation and filing of a Release of LIEN.
 - F. HOURLY RATE QUALIFICATION: Work is performed during the normal 8-hour day, 40-hour week, Monday through Friday, Excluding Holidays. Overtime work may be authorized to improve the project schedule or to gain a mutually agreed delivery dates. Rates for overtime premium are identified separately when charged and consist of a flat rate addition to the straight time rate. Overtime is computed on that portion of the individuals' time in excess of 40 hours per week chargeable to a project. Emergency (unplanned) work occurring at the Owner's request outside of normal work schedule will be compensated at overtime rates.
 - G. SUBSURFACE INVESTIGATION: Architect and Engineering Team makes no representations concerning soil conditions unless specifically included in writing in this agreement, and Architect and Engineering Team is not responsible for any liability that may arise out of the making or failure to make soil surveys, or subsurface soil tests, or general soil testing.
 - H. AGENCY REVIEW: In the event that the plans, specifications, and/or field work covered by this contract are those required by various governmental agencies and in the event, that due to change of policy of said agencies after the date of this agreement, additional office or field work is required, the said additional work shall be paid for by OWNER as extra work.
 - I. SURVEY STAKING: In the event that any staking is destroyed by an act of God or parties other than Contracted Civil Engineer, the cost of re-staking shall be paid for by OWNER as extra work.
 - J. INSTRUMENTS OF SERVICE: The Drawings (including original Construction Documents), schematic, site analysis, specifications, materials, models, sketches, renderings, surveys, reports and other documents, including those prepared as 3D electronic models, using CAD and existing in other electronic formats, prepared or provided by Architect are instruments of service intended for use solely with respect to the Project. It is understood that all information on the files and drawings are considered instruments of the Architect and shall not be used for other projects or completion of this project by others without the express written consent of the Architect. The files shall at all times remain the property of the Architect, and in no case shall the transfer of the files be considered a sale or other transfer of ownership rights. Owner shall be permitted to retain copies including reproducible and originally stamped copies, of all instruments of service, and is granted a license to make any renovation or repairs to the Project provided that all invoices are paid according to proposal terms and "in full". If invoices are not paid within 90 days, this shall be considered cause for termination for the referenced "use license" for all project documentation. Owner agrees to indemnify and hold Architect and its Consultants harmless from any subsequent modification of the

instruments of service by Owner and from Owner's use of the instruments of service on future additions not involving Architect

- K. REUSE OF PROJECT DELIVERABLES: Reuse of any documents or other deliverables, including electronic media, pertaining to the Project by OWNER for any purpose other than that for which such documents or deliverable were originally prepared, or alternation of such documents or deliverables without written verification or adaptation by Architect and Engineering Team for the specific purpose intended, shall be at OWNER's sole risk. The Architect and Engineering Team remains sole owner of all electronic data and reserves the right to charge for delivery of said electronic data, if said data is requested by the Owner.
- L. COPYRIGHT: The Architect shall retain copyright of all documents, drawings, specifications, electronic data, and information ("Documents") prepared, provided, or procured by the Architect, Gregory A Kil & Associates, Inc. (d/b/a Kil Architecture/Planning)", its Design-Professionals, Subcontractors, or consultants and distributed to Owner for this Project.
- M. INDEMNITY: To the fullest extent permitted by law, Architect and Engineering Team shall indemnify and save harmless from and against loss, liability, and damages sustained by OWNER, its employees, and representatives by reason of injury or death to persons or damage to tangible property to the extent caused directly by the negligence of Architect and Engineering Team or its employees.
- N. LIMITATIONS OF LIABILITY: No employee of Architect and Engineering Team shall have individual liability to OWNER. OWNER agrees that, to the fullest extent permitted by law, Architect and Engineering Team total liability to OWNER for any and all injuries, claims, losses, expenses or damages whatsoever arising out of or in any way related to the Project or this Agreement from any causes including, but not limited to, Architect and Engineering Team negligence, error omissions, strict liability, or breach of contract shall not exceed the total compensation received by Architect and Engineering Team under this Agreement. If OWNER desires a limit of liability greater than provided above, OWNER and Architect and Engineering Team shall include in the Agreement the amount of such limit and the additional compensation to be paid to Architect and Engineering Team for assumption of such risk.
- O. PREVAILING PARTY LITIGATION COSTS: In the event any actions are brought to enforce this Agreement, the prevailing party shall be entitled to collect its litigation costs from the other party. The laws of the state of Indiana shall govern any litigation.
- P. AUTHORITY: The persons signing this Agreement warrant that they have the authority to sign as, or on behalf of, the party for whom they are signing.
- Q. STATUTE OF LIMITATIONS: To the fullest extent permitted by law, parties agree that, except for claims for indemnification, the time period for bringing claims regarding Architect and Engineering Team performance under this Agreement shall expire one year after Project Completion.
- R. DELAYS: Architect/Engineers shall not be responsible for delays caused by factors beyond their reasonable control, including but not limited to delay because of strikes, lockouts, work slowdowns or stoppages, government ordered industry shutdowns, power or server outages, acts of nature, widespread infectious disease outbreaks (including, but not limited to epidemics and pandemics), failure of any governmental or other regulatory authority to act in a timely manner, failure of the Owner to furnish timely information or approve or disapprove of Architect/Engineer's services or work project, or delays caused by faulty performance by the Owner or Owner's Contractors of any level. When such delay beyond the Architect/Engineer's control occur, the Owner agrees the Architect/Engineer shall not be responsible for damages, nor be deemed in default of this Proposal.
- S. CONSEQUENTIAL DAMAGES: In no event shall Architect or its consultants and affiliated companies and their respective officers, directors, partners, employees or agents be liable from any cause or causes for consequential, incidental, indirect or special damages, loss of actual or anticipated profits, revenue or product, loss of use of equipment or facilities, or cost of capital relating in any way to the subject of this Agreement. Nothing in this document or any other document is intended to provide any responsibility or liability to any third party as beneficiary or otherwise.

*****REQUEST*****

DATE: Thursday, April 30, 2026

TO: GOSHEN BOARD OF WORKS

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

RE: UNPAID FINAL ACCOUNTS

The original amount of unpaid final Water/Sewer accounts for this period was **\$5,096.86**
Collection letters were sent out and payments of **\$1,055.44** had been collected.

The uncollected amount equals **\$4,041.42**

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

These accounts for the most part were finalized thru **Friday, February 6, 2026**

WATER: \$1,220.55

SEWER: \$2,820.87

TOTALS

REPORT TOTAL		\$5,096.86
BPS TOTAL	\$1,146.64	\$3,950.22
COUNTY TOTAL	\$2,754.62	\$1,195.60
W-WRITE OFF	\$73.91	\$1,121.69
S-WRITE OFF	\$66.25	\$1,055.44
PAYMENT TOTAL	\$1,055.44	\$0.00
AGREEMENT TOTAL	\$0.00	



**Engineering Department
CITY OF GOSHEN**

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

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

MEMORANDUM

TO: Board of Public Works, Safety and Stormwater

FROM: Engineering Department

RE: **RELEASE OF MAINTENANCE BOND**
The Crossing Subdivision Drainage (PN: 2020-0033)

DATE: April, 30 2026

Final inspection of the above-referenced project has taken place. The infrastructure (storm structures, basins) has been found to meet City standards and specifications. It is, therefore, recommended that the City of Goshen release the 3-year maintenance bond, which was posted by HRP Construction for storm infrastructure in the amount of \$135,067.13.

Please approve the release of the bond and accept this project for permanent maintenance. Copies of the maintenance bond are attached for your review.

Requested Motion: Approve the release of the 3-year maintenance bond in the amount of \$135,067.13 and accept the Crossing Subdivision Drainage project for permanent maintenance.

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

Gina Leichty, Mayor

Barb Swartley, Member

Mary Nichols, Member

Orv Myers, Member

Michael Landis, Member

MAINTENANCE BOND

Bond No. MNT9425374

KNOW ALL MEN BY THESE PRESENTS:

That HRP Construction Inc. PO Box 266 5777 Cleveland Rd South Bend, IN 46624-0266
as Principal, hereinafter call Contractor, and Fidelity and Deposit Company of Maryland
Chicago, IL 60606, as Surety, hereinafter call Surety, are held and firmly bound unto City of Goshen
City of Goshen, as Oblige, hereinafter called Owner, in the penal sum of
\$ 135,067.13, for the payment whereof Contractor and Surety bind themselves, their heirs, executors,
administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, Contractor has by written agreement, dated December 21, 2021

entered into a contract with Owner for West Goshen - Crossing Subdivision Drainage Improvement, IN: 2020-0033

in accordance with the General Conditions, the Drawings and Specifications, which contract is by reference incorporated herein,
and made a part hereof, and is referred to as the Contract.

NOW, THEREFORE, the condition of this obligation is such that, if Contractor shall remedy any defects due to faulty materials or
workmanship, and pay for any damage to other work resulting therefrom, which shall appear within a period of three (3) year(s)
from the date of substantial completion of the work provided for in the Contract, then this obligation to be void; otherwise to
remain in full force and effect.

Bond shall be effective from May 6, 2023 to May 6, 2026.

PROVIDED, HOWEVER, that Owner shall give Contractor and Surety notice of observed defects with reasonable promptness.

SIGNED and sealed this 13th day of June, 2023

HRP Construction Inc.
Principal

JTK By [Signature] (Seal)
Matthew E. Cain, President

Fidelity and Deposit Company of Maryland

By [Signature]
Jennifer L. Kasznia, Attorney-in-Fact



EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 13th day of June, 2023.



A handwritten signature in black ink, reading "Brian M. Hodges", is written over a horizontal line.

Brian M. Hodges, Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
www.reportsfclaims@zurichna.com
800-626-4577



**Engineering Department
CITY OF GOSHEN**

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MEMORANDUM

TO: Board of Public Works, Safety and Stormwater

FROM: Engineering Department

RE: **RELEASE OF MAINTENANCE BOND
Indiana Avenue Apartments Project (PN: 2020-2010)**

DATE: April 30, 2026

Final inspection of the above-referenced project has taken place. The infrastructure (asphalt, sidewalk/curb & water) has been found to meet City standards and specifications.

It is, therefore, recommended that the City of Goshen release the 3-year maintenance bond, which was posted by Ancon Construction for asphalt pavement in the amount of \$45,000.

Please approve the release of the bond and accept this project for permanent maintenance. Copies of the maintenance bond are attached for your review.

Requested Motion: Approve the release of the 3-year maintenance bond in the amount of \$45,000 and accept the asphalt, sidewalk/curb, and water for permanent maintenance.

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

Gina Leichty, Mayor

Barb Swartley, Member

Mary Nichols, Member

Orv Myers, Member

Michael Landis, Member

MAINTENANCE BOND

Bond No. 30163175

KNOW ALL MEN BY THESE PRESENTS, That we, Ancon Construction Co., Inc. (hereinafter called Principal), as Principal, and Western Surety Company a corporation, organized and existing under the laws of the State of SD authorized to transact a general surety business in the State of Indiana, (hereinafter called Surety), as Surety, are held and firmly bound unto City of Goshen (hereinafter called Obligee), in the sum of Forty Five Thousand Dollars and 00/100 (\$45,000.00), lawful money of the United States of America, to be paid to the said Obligee, or its successors or assigns, for the payment of which sum, well and truly to be made, the Principal and Surety do bind themselves, their and each of their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal entered into a contract with City of Goshen, dated for the project described as Goshen Apartments; and

WHEREAS, the Principal provided the Obligee a completion bond, written by the Surety to secure the Principal's scope of work (defined below), which shall be released by the Obligee upon delivery of this maintenance bond ("completion bond"); and

WHEREAS, for the scope of work described as Water, Sewer, Curb and Asphalt work (herein called "scope of work"), the Obligee requires that the Principal should furnish a maintenance bond to the Obligee guaranteeing to remedy any defects in workmanship or materials that may develop for the specified scope of work within a period of Three (3) years from the date of the Obligee's acceptance of the work; and

WHEREAS, the scope of work has been completed and accepted by the Obligee, or if not yet accepted, will be automatically accepted upon the filing of this maintenance bond; and

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal does and shall, at the Principal's own cost and expense, remedy any and all defects that may develop in said scope of work, within the period of Three (3) years from the date of the Obligee's acceptance of the work, by reason of bad workmanship or poor material used in the construction of said work, and shall keep all work in continuous good repair during said period, and shall in all other respects, comply with all the terms and conditions of said contract with respect to maintenance and repair of said work, then this obligation to be null and void; otherwise to be and remain in full force and virtue in law. HOWEVER, the Principal and Surety shall be obligated only to assure the maintenance of the specified scope of work in the condition in which it existed at the time the work was accepted. Further, the obligations secured by this Bond are excluded from the completion bond which shall be released upon delivery and acceptance of this Bond.

SIGNED, SEALED AND DATED THIS 2nd DAY OF May, 2023.

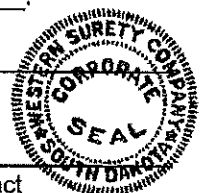
Ancon Construction Co., Inc.

Western Surety Company

By:

By: Tracie House

Tracie House, Attorney-in-Fact



Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Tracie House, Individually

of, South Bend, IN, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

Surety Bond No.: 30163175
Principal: Ancon Construction Co., Inc.
Obligee: City of Goshen

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 16th day of June, 2021.



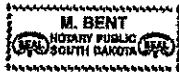
WESTERN SURETY COMPANY

Paul T. Bruflat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 16th day of June, 2021, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires
March 2, 2026



M. Bent, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 2nd day of May, 2023.



WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

Form F4280-7-2012

Go to www.cnasurety.com > Owner / Obligor Services > Validate Bond Coverage, if you want to verify bond authenticity.

Authorizing By-Law

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.