



**CITY OF GOSHEN BOARD OF PUBLIC WORKS & SAFETY
MINUTES OF THE APRIL 30, 2026 MEETING**

Convened in the Goshen Police & Court Building, 111 East Jefferson St., Goshen, Indiana

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

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

REVIEW/APPROVE MINUTES: There were no minutes available to review/approve.

REVIEW/APPROVE AGENDA: Mayor Leichy presented the agenda as prepared by the Clerk-Treasurer with the addition of three items: #12, *Legal Department request: Approve and authorize Mayor Leichy to execute the agreement with Peerless-Midwest, Inc. for Kercher Well Field Test Wells – Professional Hydrogeologic Services;* #13, *Legal Department request: Approve and authorize Mayor Leichy to execute the agreement with EA Pro Music for the use of the design documents related to the A/V renovation of the Goshen Council Chambers;* and #14, *The closure of parking spaces on Main Street.* Board member Orv Myers made a motion to approve the agenda as amended. Board member Mary Nichols seconded the motion. The motion passed 4-0.

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

City Fire Chief Anthony Powell asked the Board to approve the promotion of Firefighter James "Mike" White to the rank of Fire Sergeant within the Goshen Fire Department, retroactive to March 14, 2026.

Chief Powell said 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."

Chief Powell added that Firefighter White's promotion to Sergeant will strengthen the Fire Department's leadership team and further enhance its ability to provide high-quality service to the Goshen community. He added, "I am confident he will continue to perform at a high level and positively contribute in this increased capacity."

Myers/Nichols made a motion to approve the promotion of Firefighter James "Mike" White to the rank of Fire Sergeant within the Goshen Fire Department, retroactive to March 14, 2026. The motion passed 4-0.

2) Fire Department request: Accept the resignation of Firefighter/EMT Joseph Cestone, retroactive to April 10, 2026

City Fire Chief Anthony Powell told the Board that Firefighter/EMT Joseph Cestone submitted his resignation from the Goshen Fire Department. The Chief said Cestone submitted his resignation in writing, indicating his decision to pursue employment with another department that better aligns with his family needs.

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

The Chief asked that the Board accept this resignation retroactive to April 10, 2026. He added, "We wish Mr. Cestone the best in his future endeavors and thank him for his dedication to the citizens of Goshen."

Myers/Nichols made a motion to accept this resignation of Firefighter/EMT Joseph Cestone retroactive to April 10, 2026. The motion passed 4-0.



3) Fire Department request: Accept the resignation of Firefighter/EMT Chase Bair, retroactive to April 13, 2026

City Fire Chief Anthony Powell told the Board that Firefighter/EMT Chase Bair has submitted his resignation from the Goshen Fire Department. The Chief said Bair submitted his resignation in writing, indicating his decision to pursue employment with another department that better aligns with his family needs.

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

The Chief asked that the Board accept this resignation retroactive to April 13, 2026. He added, "We wish Mr. Bair the best in his future endeavors and thank him for his dedication to the citizens of Goshen."

Myers/Nichols made a motion to accept this resignation of Firefighter/EMT Chase Bair retroactive to April 13, 2026. The motion passed 4-0.

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 Cleanup Day

On behalf of the West Goshen Neighborhood Association (WGNA), Clerk-Treasurer Richard Aguirre requested a trash trailer at half price of \$75 to help beautify the neighborhood. He said this clean-up event has become an annual tradition to reduce waste left on the streets and to promote a cleaner, more attractive community environment.

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

Myers/Nichols made a motion to approve a trash trailer at the half-price rate for the West Goshen Neighborhood Association's annual Neighborhood Clean-up Day on May 30, 2026. Motion passed 4-0.

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 Leichthy to execute the agreement

City Attorney Bodie Stegelmann told the Board the City of Goshen partners with organizations that provide services or programs to Goshen residents more efficiently than the City could provide such services.

Stegelmann said the City is seeking to enter into an agreement with Downtown Goshen, Inc. to support a vault repair program, pursuant to the provided agreement. He said Downtown Goshen, Inc. wants \$26,000.

Myers/Nichols made a motion to move to approve an agreement with Downtown Goshen, Inc. in the amount of \$26,000 to support the vault repair program and authorize Mayor Leichthy to execute the agreement. The motion passed 4-0.

6) Legal Department request: Approve Resolution 2026-13, Declaring Surplus and Authorizing the Disposal of IT Equipment

City Attorney Bodie Stegelmann said 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. He said the items are worthless or have no market value.

Passage of Resolution 2026-13 would 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. According to the resolution, the following are the surplus items:

- 6 Flat Screen Monitors
- 1 HP LaserJet P2035n Printer S/N# CN89076368
- 11 Keyboards



- 13 Computer Mice
- 1 set of Speakers
- 1 Desk Phone
- 6 Computer Towers
- 1 Box of Random Cables
- 1 Antenna
- 1 Adding Machine

Myers/Nichols made a motion to pass Resolution 2026-13, Declaring Surplus and Authorizing the Disposal of IT Equipment. The motion passed 4-0.

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.

City Attorney Bodie Stegelmann told the Board the City of Goshen acquired real estate at 301, 305 and 311 West Wilden Avenue as part of the Wilden Avenue reconstruction project.

Stegelmann said 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.

Stegelmann said the City will transfer the real estate for no monetary consideration.

Passage of Resolution 2026-14 would 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 authorize Mayor Leichty to execute the agreement and any other documents on behalf of the Board and the City of Goshen for this purpose.

Stegelmann said there was a similar agreement like this a year ago but some of the terms changed.

Greg Conrad, president and CEO of Habitat for Humanity of Elkhart County, said he shared the Mayor's excitement about this agreement and expressed appreciation for the City officials who worked for its completion. He added, "We are excited to get started on building some more homes, and it will be a great thing." The Mayor responded, "We look forward to the groundbreaking."

Myers/Nichols made a motion 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. The motion passed 4-0.

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

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

Stegelmann said this amendment involves converting the Basement Evidence Storage 007 and Hall 021 into a Strength Training Gym and Basement Exercise 005 to a Cardio Room. Amendment #1 shows the various changes to original pricing. A copy of the original Nov. 10, 2025 agreement was provided to the Board.

Myers/Nichols made a motion to authorize Mayor Leichty to execute 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. The motion passed 4-0.

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



Kelly Saenz, Manager of the Goshen City Utilities Office, told the Board that the original amount of unpaid final Water/Sewer accounts, for the period through Feb. 6, 2026, was \$5,096.86. Collection letters were sent out and payments of \$1,055.44 were collected.

With the uncollected amount being \$4,041.42, Saenz asked the Board to move the office's uncollected final accounts from active to Collection, Sewer Liens and Write offs for the period. Of the uncollected amounts, \$1,220.55 came from water accounts and \$2,820.87 came from sewer accounts.

Myers/Nichols made a motion to move the Goshen Water and Sewer Office's \$4,041.42 in uncollected finalized accounts for this period from active to Collection, Sewer Liens and Write offs. The motion passed 4-0.

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
City Director of Public Works Dustin Sailor said the final inspection of The Crossing subdivision drainage project has taken place. He said the infrastructure (storm structures, basins) has been found to meet City standards and specifications.

Sailor, 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, and accept this project for permanent maintenance.

Myers/Nichols made a motion to 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. The motion passed 4-0.

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

City Director of Public Works Dustin Sailor said final inspection of the Indiana Avenue Apartments project has taken place. He said the infrastructure (asphalt, sidewalk/curb & water) has been found to meet City standards and specifications.

Sailor, 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 and accept this project for permanent maintenance.

Myers/Nichols made a motion to approve the release of the 3-year maintenance bond for \$45,000 and accept the asphalt, sidewalk/curb, and water for permanent maintenance. The motion passed 4-0.

12) Legal Department request: Approve and authorize Mayor Leichthy to execute the agreement with Peerless-Midwest, Inc. for Kercher Well Field Test Wells – Professional Hydrogeologic Services

City Attorney Bodie Stegelmann recommended that the Board approve and authorize Mayor Leichthy to execute the agreement with Peerless-Midwest, Inc. to allow the City to enter into an agreement for Kercher Well Field Test Wells – Professional Hydrogeologic Services, which was described in the included Exhibit A Contractor's Proposal. Stegelmann said the total cost for these professional services is not to exceed \$75,970.

Myers/Nichols made a motion to approve and authorize Mayor Leichthy to execute the agreement with Peerless-Midwest, Inc. to allow the City to enter into an agreement for Kercher Well Field Test Wells – Professional Hydrogeologic Services. The motion passed 4-0.

NOTE: Before the meeting, the Legal Department distributed to Board members a memorandum for this agenda item and a copy of the agreement (EXHIBIT #1).



13) Legal Department request: Approve and authorize Mayor Leichty to execute the agreement with EA Pro Music for the use of the design documents related to the A/V renovation of the Goshen Council Chambers
City Attorney Bodie Stegelmann recommended that the Board approve and authorize Mayor Leichty to execute the agreement with EA Pro Music to allow the City to enter into an agreement for the use of the design documents related to the A/V renovation of the Goshen Council Chambers.

Stegelmann said there will be a solicitation packet going out soon for the procurement and implementation of necessary audio and visual equipment in the Council Chambers. EA Pro Music will be participating in the bid but should they not be selected, the winning bidder will need to use these design documents to complete the work with KIL Architecture and the City will need to pay a design license fee for the use of the design documents.

Stegelmann said the design license fee will be \$3,420. He said the City will only be charged this fee if EA Pro Music's bid is not selected and another contractor uses their design documents.

Myers/Nichols made a motion to approve and authorize Mayor Leichty to execute the agreement with EA Pro Music to allow the City to enter into an agreement for the use of the design documents related to the A/V renovation of the Goshen Council Chambers. The motion passed 4-0.

NOTE: Before the meeting, the Legal Department distributed to Board members a memorandum for this agenda item and a copy of the agreement (EXHIBIT #2).

14) Anthony J. Akens request: Approve the parking of a 28-foot semi-trailer in parking spaces at 104 N. Main Street to facilitate moving from an upstairs apartment May 14-15, 2026

Anthony J. Akens, who lives at 104 Main Street above Shirley's Popcorn, asked for permission to park a 28-foot semi-trailer in adjacent parking spaces to facilitate moving from an upstairs apartment. He asked to park the trailer in five parking spaces on the east side of Main Street from 8 a.m. on May 14 through 5 p.m. on May 15, 2026.

Akens said the owners of Shirley's Popcorn and Table 108 support the request.

In response to a question from the Mayor, Assistant Street Commissioner Shawn Bolinger said the Street Department would be able to provide safety devices, such as traffic cones.

City Civil Engineer Brad Minnick said he hoped the business owners understood this would be a day-time parking space closure. If so, Minnick said he has reviewed the application and found it to be acceptable.

Myers/Nichols made a motion to approve the 33-hour closure of five spaces in front of 104 and 108 North Main Street from 8 a.m. on May 14 to 5 p.m. on May 15, 2026. The motion passed 5-0.

NOTE: At the meeting, Anthony J. Akens provided the Clerk-Treasurer and the City Civil Engineer with a three-page document requesting the parking space closure which included a detailed description of his request along with an aerial photograph of the requested closure (EXHIBIT #3).

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

Mayor Leichty opened Privilege of the Floor at 4:24 p.m. There were no comments

APPROVAL OF CIVIL & UTILITY CLAIMS

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

ADJOURNMENT

Mayor Leichty adjourned the meeting at 4:24 p.m.



EXHIBIT #1: *Before the meeting, the Legal Department distributed to Board members a one-page memorandum, dated April 30, 2026 and a 10-page agreement for agenda item #12, Legal Department request: Approve and authorize Mayor Leichthy to execute the agreement with Peerless-Midwest, Inc. for Kercher Well Field Test Wells – Professional Hydrogeologic Services.*

EXHIBIT #2: *Before the meeting, the Legal Department distributed to Board members a one-page memorandum, dated April 30, 2026 and 4-page licensing agreement for agenda item #13, Legal Department request: Approve and authorize Mayor Leichthy to execute the agreement with EA Pro Music for the use of the design documents related to the A/V renovation of the Goshen Council Chambers.*

EXHIBIT #3: *At the meeting, Anthony J. Akens of Goshen provided the Clerk-Treasurer and the City Civil Engineer with a three-page document outlining his request which was considered as agenda item #14, Approve the parking of a 28-foot semi-trailer in parking spaces at 104 N. Main Street to facilitate moving from an upstairs apartment May 14-15, 2026.*

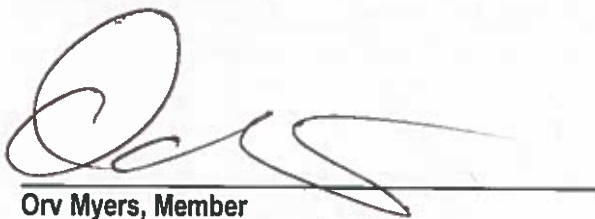
APPROVED:



Mayor Gina Leichthy




Mike Landis, Member



Orv Myers, Member




Mary Nichols, Member


Barb Swartley, Member

ATTEST:

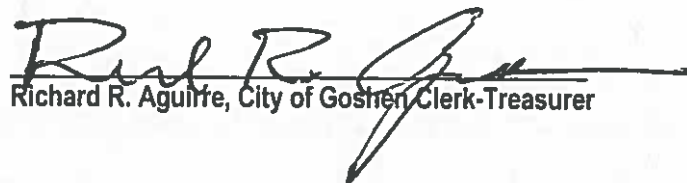

Richard R. Aguirre, City of Goshen Clerk-Treasurer

Exhibit #1



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: Agreement with Peerless-Midwest, Inc. for Kercher Well Field Test Wells – Professional Hydrogeologic Services

It is recommended that the Board approve and authorize Mayor Leichty to execute the attached Agreement with Peerless-Midwest, Inc. to allow the City to enter into an agreement for Kercher Well Field Test Wells – Professional Hydrogeologic Services, which is more particularly described in attached Exhibit A Contractor's Proposal.

The total cost for the these professional services is not to exceed Seventy-Five Thousand Nine Hundred Seventy Dollars (\$75,970.00).

Suggested Motion:

Approve and authorize Mayor Leichty to execute the attached Agreement with Peerless-Midwest, Inc. to allow the City to enter into an agreement for Kercher Well Field Test Wells – Professional Hydrogeologic Services.

**AGREEMENT WITH PEERLESS-MIDWEST, INC. FOR
KERCHER WELL FIELD TEST WELLS –
PROFESSIONAL HYDROGEOLOGIC SERVICES**

THIS AGREEMENT is entered into on _____, 2026, which is the date of the last signature set forth on the signature page, by and between **Peerless-Midwest, Inc.** ("Contractor"), whose mailing address is 55860 N. Russell Industrial Pkwy, Mishawaka, IN 46545, and **City of Goshen, Indiana** ("City"), a municipal corporation and political subdivision of the State of Indiana acting through the Goshen Board of Public Works and Safety.

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

Section 1. Component Parts of this Agreement

- (A) This Agreement shall include these terms and conditions, as well as the terms and conditions set forth in the Contractor's Proposal dated April 21, 2026, and attached to this Agreement as Exhibit A.
- (B) Any inconsistency or ambiguity in this Contract shall be resolved by giving precedence in the following order:
 - (1) This Agreement, and Amendments; and
 - (2) Contractor's Proposal dated April 21, 2026.

Section 2. Scope of Services

Contractor shall provide City the services for the professional hydrogeologic services, which services are more particularly described in Contractor's April 21, 2026, proposal attached as Exhibit A (hereinafter referred to as "Duties"). In the event of any conflict between the terms of this agreement and the terms contained in the proposal attached as Exhibit A, the terms set forth in this agreement shall prevail.

Section 3. Effective Date; Term

- (A) The agreement shall become effective on the day of execution and approval by both parties.
- (B) Contractor acknowledges that time is of the essence and that the timely performance of its Duties is an important element of this agreement. Contractor shall perform all Duties as expeditiously as is consistent with professional skill and care in the orderly progress of the Duties.
- (C) Contractor shall commence the Duties as soon as practical after receiving notice from the Water & Sewer Department.

Section 4. Compensation

City agrees to compensate Contractor a sum not to exceed Seventy-Five Thousand Nine Hundred Seventy Dollars (\$75,970.00) for performing all Duties.

Section 5. Payment

- (A) City shall pay Contractor for Duties satisfactorily completed under this agreement as Duties progress.
- (B) Contractor shall submit to City a detailed invoice upon completion of the Duties to the following address, or at such other address as City may designate in writing:

City of Goshen
c/o Goshen Water & Sewer Department
308 N. Fifth Street
Goshen, IN 46528
Email is also acceptable at marvshepherd@goshencity.com
- (C) Provided there is no dispute on amounts due, payment will be made to Contractor within forty-five (45) days following City's receipt of a detailed invoice for all Duties satisfactorily completed. If any dispute arises, the undisputed amount will be paid. Payment is deemed to be made on the date of mailing the check.
- (D) Contractor is required to have a current W-9 form on file with the Goshen Clerk-Treasurer's Office before City will issue payment.

Section 6. Ownership of Documents

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

Section 7. Licensing/Certification Standards

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

Section 8. Independent Contractor

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

persons or damages to any property arising out of the acts or omissions of Contractor and/or Contractor's employees, agents or subcontractors.

- (B) Contractor understands that City will not carry worker's compensation or any other insurance on Contractor and/or Contractor's employees or subcontractors.
- (C) Contractor is solely responsible for compliance with all federal, state and local laws regarding reporting of compensation earned and payment of taxes. City will not withhold federal, state or local income taxes or any other payroll taxes.

Section 9. Non-Discrimination

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

Section 10. Employment Eligibility Verification

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

Section 11. Contracting with Relatives

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

Section 12. No Investment Activities in Iran

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

Section 13. Indemnification

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

Section 14. Insurance

- (A) Prior to commencing work, the Contractor shall furnish City a certificate of insurance in accordance with the following minimum requirements, shall maintain the insurance in full force and effect, and shall keep on deposit at all times during the term of the contract with City the certificates of proof issued by the insurance carrier that such insurance is in full force and effect.
- (B) Each certificate shall require that written notice be given to the City at least thirty (30) days prior to the cancellation or a material change in the policy.
- (C) Contractor shall at least include the following types of insurance with the following minimum limits of liability:
 - (1) Workers Compensation and Employer's Liability - Statutory Limits
 - (2) General Liability - Combined Bodily Injury and Property Damage, \$1,000,000 each occurrence and \$2,000,000 aggregate. The City of Goshen is to be named as an additional insured
 - (3) Automobile Liability - Combined Bodily Injury and Property Damage, \$1,000,000 each occurrence and \$2,000,000 aggregate. The City of Goshen is to be named as an additional insured
 - (4) Professional Liability - Combined Bodily Injury and Property Damage, \$1,000,000 each occurrence and aggregate
 - (5) Excess Umbrella Coverage - \$4,000,000 each occurrence

Section 15. Force Majeure

- (A) Except for payment of sums due, neither party shall be liable to the other or deemed in default under this contract if and to the extent that such party's performance under this contract is

prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the party and could not have been avoided by exercising reasonable diligence. Examples of force majeure are natural disasters or decrees of governmental bodies not the fault of the affected party.

- (B) If either party is delayed by force majeure, the party affected shall provide written notice to the other party immediately. The notice shall provide evidence of the force majeure event to the satisfaction of the other party. The party shall do everything possible to resume performance. If the period of non-performance exceeds thirty (30) calendar days, the party whose ability to perform has not been affected may, by giving written notice, terminate the contract and the other party shall have no recourse.

Section 16. Default

- (A) If Contractor fails to perform the services or comply with the provisions of this agreement, then Contractor may be considered in default.
- (B) It shall be mutually agreed that if Contractor fails to perform the services or comply with the provisions of this contract, City may issue a written notice of default and provide a period of time that shall not be less than fifteen (15) days in which Contractor shall have the opportunity to cure. If the default is not cured within the time period allowed, the contract may be terminated by the City. In the event of default and failure to satisfactorily remedy the default after receipt of written notice, the City may otherwise secure similar services in any manner deemed proper by the City, and Contractor shall be liable to the City for any excess costs incurred
- (C) Contractor may also be considered in default by the City if any of the following occur:
- (1) There is a substantive breach by Contractor of any obligation or duty owed under the provisions of this contract.
 - (2) Contractor is adjudged bankrupt or makes an assignment for the benefit of creditors.
 - (3) Contractor becomes insolvent or in an unsound financial condition so as to endanger performance under the contract.
 - (4) Contractor becomes the subject of any proceeding under law relating to bankruptcy, insolvency or reorganization, or relief from creditors and/or debtors.
 - (5) A receiver, trustee, or similar official is appointed for Contractor or any of Contractor's property.
 - (6) Contractor is determined to be in violation of federal, state, or local laws or regulations and that such determination renders Contractor unable to perform the services described under these Specification Documents.
 - (7) The contract or any right, monies or claims are assigned by Contractor without the consent of the City.

Section 17. Termination

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

Section 18. Notice

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

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

Contractor: Peerless-Midwest, Inc.
Attention: Adam L. Gerstbauer
55860 N. Russell Industrial Pkwy.
Mishawaka, IN 46545

Section 19. Subcontracting or Assignment

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

Section 20. Amendments

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

Section 21. Waiver of Rights

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

Section 22. Applicable Laws

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

Section 23. Miscellaneous

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

Section 24. Severability

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

Section 25. Binding Effect

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

Section 26. Entire Agreement

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

Section 27. Authority to Execute

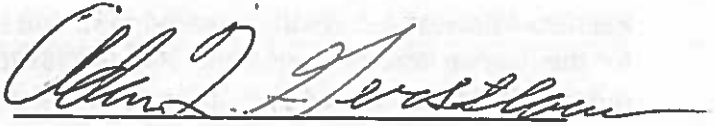
The undersigned affirm that all steps have been taken to authorize execution of this agreement, and upon the undersigned's execution, bind their respective organizations to the terms of the agreement.

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

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

Peerless-Midwest, Inc.

Gina M. Leichty, Mayor


Adam L. Gerstbauer, Project Manager

Date Signed: _____

Date Signed: 4-28-26

EXHIBIT A



**PEERLESS
MIDWEST**
An Employee Owned Company

Mishawaka, IN / 574.254.9050
Tipton, IN / 317.896.2987
Ionia, MI / 616.527.0050
Fenton, MI / 810.215.1295
Lombard, IL / 630.708.3212
Boulder, CO / 574.286.0765
Littleton, CO / 303.968.7920

April 21, 2026

Mr. Marv Shepherd
City of Goshen
308 N. Fifth St.
Goshen, Indiana 46526

RE: Kercher Well Field Test Wells – Professional Hydrogeologic Services

Dear Mr. Shepherd,

Peerless-Midwest, Inc. (PMI) is pleased to submit this proposal to provide hydrogeologic services for the Goshen Water Department (PWSID#IN5220009). Our goal is to evaluate the viability of the proposed well site located east of the existing Kercher Well Field.

Scope of Work

To ensure a thorough analysis of the new wellfield, we recommend the following tasks:

- **Test & Monitoring Well Installation:** We will drill three wells to gather lithology data across the property:
 - Two 2-inch PVC wells (North and South ends) equipped with transducers to monitor water levels and temperature.
 - One 6-inch central well to accommodate a pump for water sampling and interference testing.
 - A PMI Hydrogeologist will be on-site during drilling to collect soil samples and provide technical oversight.
- **Analysis & Reporting:** PMI will provide a comprehensive test drilling report summarizing the lithology at each location.
- **Design & Modeling:** If geology is favorable, we will propose production well designs and capacities. Using Aqtesolv software, we will model aquifer parameters to determine potential interference between new and existing wells. This analysis will result in a recommended well-field design that minimizes drawdown interference.
- **Recommendations:** Based on our findings, PMI will provide a final recommendation on whether to proceed with full well development.
-

Project Investment

Task Description	Cost
Drilling & Installation (Two 2" wells & one 6" well; ~250' deep)	\$40,270
Hydrogeologist Sieve/Capacity Report & County Permits	\$8,305
Interference Study & Report	\$16,450
Water Quality Testing (Full-spectrum lab analysis)	\$6,745
Construction Permit (Required prior to production well construction)	\$4,200
Total Project Estimate (Not to Exceed)	\$75,970

Note: Drilling locations currently lack established roadways; site access is weather-dependent. Should conditions require specialized equipment to move drilling rigs in or out of the site, additional costs may apply. We will coordinate closely with the City regarding site access. Site clean up is not included.

Authorization

The City of Goshen may accept this proposal in part or in its entirety. We appreciate the opportunity to partner with you on this project.

If you have any questions, please contact me at (574) 254-9050.

Sincerely,



Adam L. Gerstbauer
Project Manager
Office: 574.254.9050 | Cell: 574.276.6059
Adam.gerstbauer@peerlessmidwest.com

Cc: Dustin Sailor, Marv Shepherd, Jamie Singer (City of Goshen)



Exhibit #2

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: Agreement with EA Pro Music for Design Documents Related to A/V Renovation of the Goshen Council Chambers

It is recommended that the Board approve and authorize Mayor Leichty to execute the attached Agreement with EA Pro Music to allow the City to enter into an agreement for the use of the design documents related to the A/V renovation of the Goshen Council Chambers.

There will be a solicitation packet going out soon for the procurement and implementation of necessary audio and visual equipment in the Council Chambers. EA Pro Music will be participating in the bid but should they not be selected, the winning bidder will need to use these design documents to complete the work with KIL Architecture and the City will need to pay a design license fee for the use of the design documents.

The design license fee will be Three Thousand Four Hundred Twenty Dollars (\$3,420.00). The City will only be charged this fee if EA Pro Music's bid is not selected and another contractor uses their design documents.

Suggested Motion:

Approve and authorize Mayor Leichty to execute the attached Agreement with EA Pro Music to allow the City to enter into an agreement for the use of the design documents related to the A/V renovation of the Goshen Council Chambers.

EA Pro Music

AUDIO & VISUAL INTEGRATION

Design License Agreement

AV Design Documents — City of Goshen Council Chambers Renovation

This Design License Agreement ("Agreement") is entered into as of the date of the last signature below ("Effective Date") by and between:

DESIGNER

EA Pro Music

William Frisbie, Owner

115 N. 21st Street, Goshen, IN, 46528

LICENSEE

The City of Goshen

Background

The City of Goshen ("Licensee") is undertaking a renovation of its Council Chambers facility. EA Pro Music ("Designer") has been engaged by KIL Architecture and Engineering to provide AV design consulting services for this project under a separate Professional Services Agreement.

As part of that engagement, Designer is producing AV system design documents including signal flow diagrams, equipment specifications, rack elevations, infrastructure requirements, and related technical documentation ("Design Documents"). Designer retains all intellectual property rights in the Design Documents.

This Agreement establishes the terms under which Licensee may obtain the right to use the Design Documents for construction and installation purposes if Designer is not acting as the AV installation contractor.

1. Design Documents

The Design Documents covered by this Agreement include all AV-related work product produced by Designer for the Goshen Council Chambers Renovation project, including but not limited to:

- Signal flow diagrams
- Equipment specifications
- Rack build for AV Closet 229
- AV documentation provided for incorporation into construction drawings
- Camera system design
- Participant AV access design
- ADA accessibility requirements
- Infrastructure requirements (conduit, power, network)

2. Ownership

Designer retains all rights, title, and interest in and to the Design Documents. Nothing in this Agreement transfers ownership of the Design Documents to Licensee. Licensee acknowledges that the Design Documents are the proprietary intellectual property of Designer.

When the License Applies

This license becomes effective only if Licensee elects to proceed with AV installation using a contractor other than Designer. If Designer is selected as the AV Installation contractor, no license fee is required and the Design Documents may be used as part of that installation engagement.

Scope of License

On payment of the License Fee (Section 4), Designer grants Licensee a non-exclusive, non-transferable license to use the Design Documents solely for the purpose of instructing, procuring equipment for, and installing the AV system in the Goshen Council Chambers as described in the Design Documents. This license is limited to the Goshen Council Chambers Renovation project and does not extend to any other project, facility, or purpose.

Sublicensing

Licensee may share the Design Documents with its selected AV installation contractor solely for the purpose of completing the Goshen Council Chambers installation. The installation contractor may not use, copy, or retain the Design Documents for any other purpose. Licensee is responsible for ensuring the installation contractor's compliance with this restriction.

4. License Fee

DESIGN LICENSE FEE

\$3,420.00

One-time fee — due prior to use of Design Documents for construction or procurement

License Fee shall be paid in full prior to Licensee or any third party using the Design Documents for construction, equipment procurement, or installation purposes. Payment is due within thirty (30) days of Licensee's written notice to Designer that it intends to proceed with a different installation contractor.

License Fee is non-refundable once paid.

5. Restrictions

Licensee shall not, and shall not permit any third party to:

- Use the Design Documents for any project other than the Goshen Council Chambers Renovation
- Modify, adapt, or create derivative works from the Design Documents without Designer's prior written consent
- Remove or alter any proprietary notices or markings on the Design Documents
- Distribute, publish, or make the Design Documents available to any party other than Licensee's selected installation contractor as permitted in Section 3.3

6. No Warranty on Installation

Design Documents represent a professional AV system design. However, Designer makes no warranty regarding the performance of the installed system when installation is performed by a third party. Designer is not responsible for installation quality, equipment substitutions made by others, deviations from the design specifications, or system performance issues arising from third-party installation.

Licensee requires Designer's involvement during construction — such as installation oversight, commissioning support, or punch-list review — those services may be engaged under a separate agreement.

7. Limitation of Liability

Designer's total liability arising out of or related to this Agreement shall not exceed the License Fee paid by Licensee. In no event shall Designer be liable for any indirect, incidental, special, or consequential damages arising from use of the Design Documents by Licensee or any third party.

8. Term

This Agreement remains in effect for the duration of the Goshen Council Chambers Renovation project. The license granted herein is perpetual for the specific project so described, provided the License Fee has been paid in full. Designer's ownership of the Design Documents survives expiration or termination of this Agreement.

Governing Law

This Agreement shall be governed by the laws of the State of Indiana.

Dispute Resolution

Any dispute arising under this Agreement shall first be subject to good faith negotiation. If unresolved within thirty (30) days, either Party may pursue mediation before initiating litigation. Any litigation shall be brought in the courts of Elkhart County, Indiana.

Entire Agreement

This Agreement constitutes the entire agreement between the Parties regarding the licensing of the Design Documents and supersedes all prior discussions and communications on this subject.

Amendments

This Agreement may not be modified except by a written instrument signed by both Parties.

Notices

Notices under this Agreement shall be in writing and sent to the addresses listed above, or to such other address as either Party may designate in writing.

signing below, the Parties acknowledge that they have read, understood, and agree to be bound by the terms of this Agreement.

LICENSEE

DESIGNER

Name

Counter-Signature — Name

Date

Counter-Signature — Date

Signature

Counter-Signature — Signature

EA Pro Music · Design License Agreement · City of Goshen Council Chambers Renovation

Info@EProMusic.com | (574) 312-0665 | www.EProMusic.com

Exhibit #3

Request for Temporary Parking Variance: 104 N. Main Street

To: Goshen City Board of Works
From: Anthony J. Akens
Date: April 30, 2026

Subject: Request for Temporary Use of Public Right-of-Way (May 14–15, 2026)

I am writing to formally request permission to park a 28-foot semi-trailer on N. Main Street to facilitate a residential move from my apartment located at 104 N. Main Street (situated above Shirley's Gourmet Popcorn Company). Due to the nature of the items being moved and the logistical constraints of the downtown area, I am requesting the use of specific parking stalls for a period of 33 hours.

Logistical Details

- **Duration:** From 8:00 AM on Thursday, May 14, 2026, until 5:00 PM on Friday, May 15, 2026.
- **Equipment:** One 28-foot trailer. Note that with the loading ramp fully extended, the total length is 41 feet.

Proposed Locations

Preference	Location Description	Impact/Requirement
Primary (Option 1)	Angled parking on the East side of N. Main Street, directly in front of 104 N. Main St.	Requires blocking off the first five (5) parking spots on the East side of Main Street, North of Lincoln Avenue. This is the safest option as it avoids moving large furniture across active traffic lanes.
Secondary (Option 2)	Designated Bus Parking space on the West side of N. Main Street (adjacent to the Quilt Garden).	This is a fallback option. While it utilizes a longer parking zone, it would require movers to carry items across Main Street, increasing the risk to personnel and traffic flow.

Request for Temporary Parking Variance: 104 N. Main Street

To: Gordon City Board of Public Works
From: Anthony J. Adams
Date: April 30, 2026

Subject: Request for Temporary Use of Public Right-of-Way (May 14-15, 2026)

I am writing to formally request permission to ask a 56-foot semi-trailer on N. Main Street to relocate a residential move from my apartment located at 104 N. Main Street (located above Pritchey's Grocery Package Company). Due to the nature of the move, parking for the trailer is not available on-site. I am requesting a use of adjacent public right-of-way for a period of two days.

Logistical Details

- Duration: Friday, 09 AM on Thursday, May 14, 2026 until 5:00 PM on Friday, May 15, 2026
- Equipment: One (1) semi-trailer (2026) and one (1) truck (2026)

Proposed Locations

Location	Proposed Use	Notes
Primary Location 1	Requesting parking on the East side of N. Main Street, adjacent to the Pritchey's Grocery Package Company. The trailer will be parked on the East side of the street, adjacent to the building. This is the preferred location as it is the most visible and accessible area for the move.	Requesting permission to use the East side of N. Main Street, adjacent to the Pritchey's Grocery Package Company. The trailer will be parked on the East side of the street, adjacent to the building. This is the preferred location as it is the most visible and accessible area for the move.
Secondary Location 2	Requesting parking on the West side of N. Main Street, adjacent to the street adjacent to the (null) location.	Requesting permission to use the West side of N. Main Street, adjacent to the street adjacent to the (null) location. This is a secondary location in case the primary location is not available.

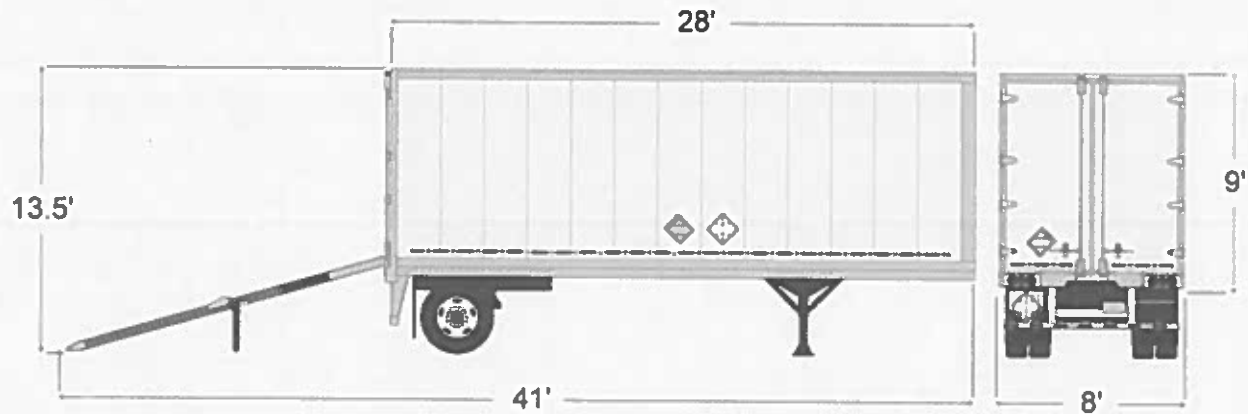
Community Coordination

I have proactively consulted with the neighboring business owners who would be most impacted by the temporary loss of angled parking in Option 1. I am pleased to report that both **Kate Steury** (Owner, Shirley's Gourmet Popcorn Company) and **Molly Conway** (Owner, The Table at 108) have reviewed the plan and expressed their support for this temporary arrangement.

Visual Documentation

For your review, I have included technical specifications of the trailer dimensions and an aerial map indicating the requested zones (Red for Primary Option, Yellow for Secondary Option).

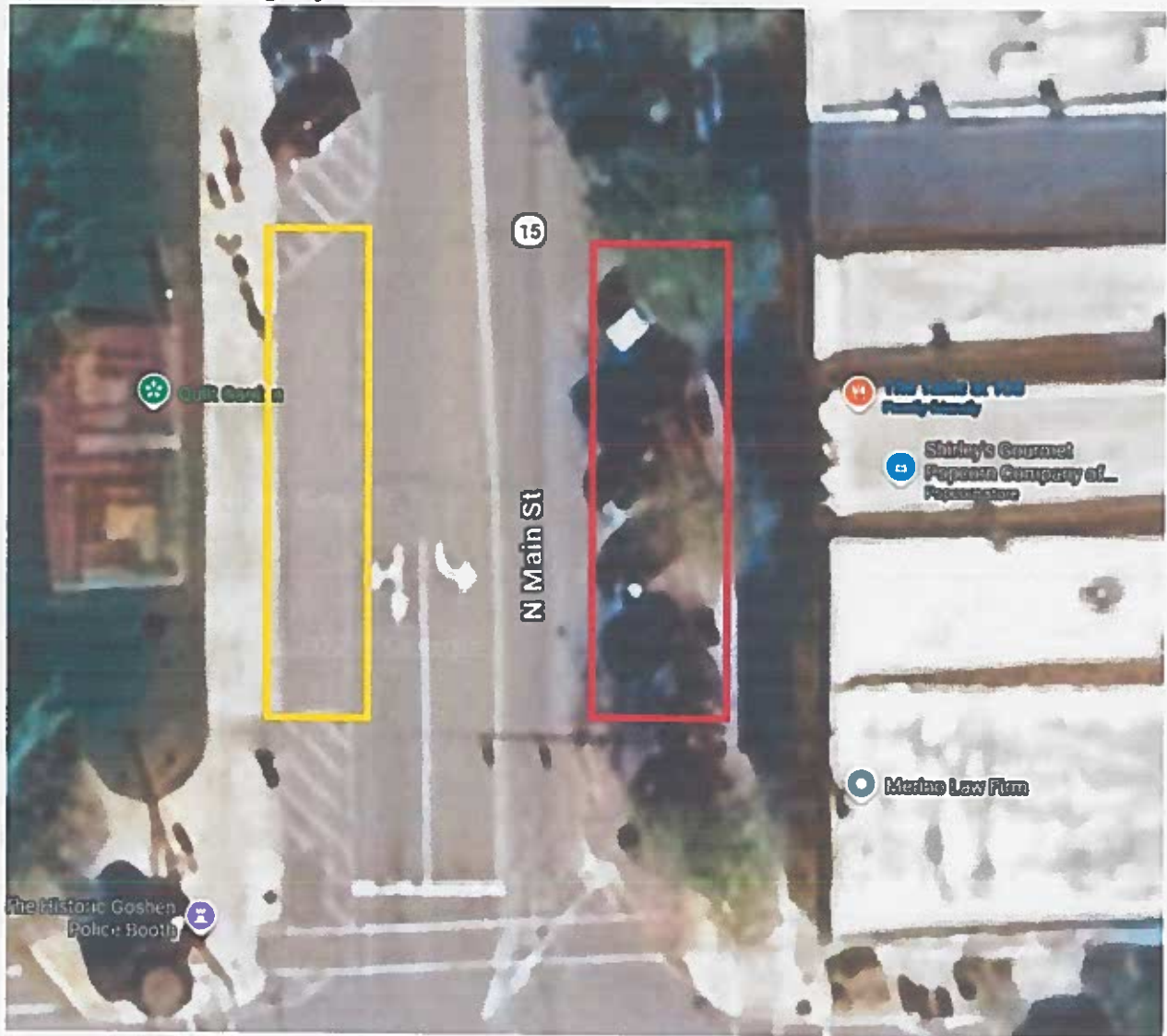
Trailer Dimensions



Aerial view

Option 1 - Angled Parking in red

Option 2 - Bus Parking in yellow



Thank you for your time and consideration of this request. I am happy to provide any additional information or meet with the Board to discuss safety protocols during the loading process.

Sincerely,

Anthony J. Akens
104 N. Main Street
Goshen, IN 46526

