City of Goshen Board of Public Works & Safety

Regular Meeting Agenda

4:00 p.m., MAY 28, 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: May 14 and May 21, 2026 Regular Meetings

Approval of Agenda

1) Police Department request: Approve the promotion of Officer Jared Ellison from the position of Probationary Patrol Officer to the rank of Patrol Officer, retroactive to May 12, 2026

2) Police Department request: Approve the promotion of Officer Mitchell Garrett from the position of Probationary Patrol Officer to the rank of Patrol Officer, retroactive to May 12, 2026

3) Police Department request: Accept the retirement of Captain Curtis Weldy from the Goshen Police Department, effective May 28, 2026

4) Request from Mayor Leichty: Authorize the use of cooperative purchasing entities, including Sourcewell and other nationally recognized purchasing cooperatives, under the Indiana Code 5-22-10 governing special purchase methods

5) Downtown Goshen Inc. request: Approve multiple street and parking space closures for several First Fridays throughout the year

6) Parks & Recreation Department request: Approve the display of promotional banners on Main Street for upcoming community events during the summer months

7) Legal Department request: Approve the terms and conditions and ratify the execution of the Conditional Offer of Employment Agreement with Kael J. Hooley dated April 8, 2026

8) Legal Department request: Approve the Guaranteed Maximum Price Amendment No. 1 to the agreement with D-J Construction Co., Inc., as presented, and authorize Mayor Leichty to execute the Amendment for the Goshen Annex Building project

9) Legal Department request: Adopt Resolution 2026-09, City of Goshen Sidewalk Program, which would establish a framework for identifying public sidewalk needs and prioritizing public sidewalk improvements located within the public right-of-way, including providing funding assistance to property owners for the repair or replacement of eligible sidewalk segments

Link to the archived recordings – organized in a playlist by meeting:
https://www.youtube.com/@cityofgoshenindiana2605/streams

10) Engineering Department request: Approve Change Order No. 7 in the amount of $88,130 and an additional seven days, to provide underground drainage, for the Steury Avenue and Lincoln Avenue Reconstruction and Drainage Improvements

11) Engineering Department request: Approve the balancing Change Order No. 3 by reducing the contract by $306,716.22, for a final contract amount of $4,348,010.79 for the Asphalt Paving Project

12) Engineering Department request: Permit Maple Indian, 127 South Main Street, to install outdoor seating as detailed and in accordance with the requirements contained in the Temporary Outdoor Seating in Public Right-of-way application through Oct. 30, 2026

13) Engineering Department request: Approve the closure of the sidewalk and four parking spaces on the south side of the Abogado Law Firm office, at Main Street and Lincoln Avenue, for a vault closure

14) Engineering Department request: Approve the Annual Operational Report and authorize the Mayor to sign the certification

Privilege of the Floor

Approval of Civil City and Utility Claims

Adjournment

Link to the archived recordings – organized in a playlist by meeting:
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CITY OF GOSHEN BOARD OF PUBLIC WORKS & SAFETY
MINUTES OF THE MAY 14, 2026 MEETING
Convened in the Goshen Police & Court Building, 111 East Jefferson St., Goshen, Indiana

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

CALL TO ORDER: Mayor Leichty called the meeting to order at 3:59 p.m.

REVIEW/APPROVE MINUTES: Mayor Leichty presented the minutes of the May 7, 2026 Regular Meeting as prepared by Clerk-Treasurer Aguirre. Board member Mike Landis made a motion to approve the minutes as presented. Board member Barb Swartley seconded the motion. The motion passed 4-0.

REVIEW/APPROVE AGENDA: Mayor Leichty presented the agenda with the addition of agenda item *#1.5, Goshen Fire Department Conditional Offer of Employment Agreement with Malik Macon, Javin Lowe, Eduardo Montoya, Brett Smith, Chris Anderson, and Jackson Hamilton (Exhibit #1); item #2.5 Resolution 2026-15 for Goshen Police Department Structure (Exhibit #2); and item #12 Agreement with M & M Fire Protection and Security for New City Court Location (Exhibit #3).* Board member Landis made a motion to approve the agenda as amended. Board member Swartley seconded the motion. The motion passed 4-0.

1) Bid Opportunities: Open bids received from contractors for the Century Drive Reconstruction project, read the Base Proposal amount and refer the bids to the Engineering Department for review
On behalf of the Goshen Engineering Department, the City solicited sealed bids from contractors for the Century Drive Reconstruction Project.
This project includes, but is not limited to, the full roadway reconstruction of Century Drive from Kercher Road to College Avenue, including drive approaches, limited storm sewer and drainage improvements, and the addition of sidewalk as an alternate, and other related work as required by the Project specifications and plans included in the Specifications and Contract Documents.
All sealed bids were due by 3:45 p.m. on May 14, 2026 at the Clerk-Treasurer's Office or by 4 p.m. at the Board meeting. The Board was asked to open and announce any bids submitted, read aloud the Base Proposal amount and refer the bids to the Engineering Department for review.
Mayor Leichty asked if there were additional bids to be submitted to the Board. There were no more bids. The Mayor then announced that the following base bids were received:
• Niblock Excavating, Inc., Bristol, IN: $5,327,197.25, Alternate #1 $150,353.00 and Alternate #2 $393,875.00
• Phend & Brown, Inc., Milford, IN: $5,397,305.00, Alternate #1 $189,275.00 and Alternate #2 $515,800.00
Landis/Swartley made a motion to forward the bids to the City Engineering Department for review. The motion passed 4-0.

1.5) Ratification of the Execution of the Goshen Fire Department Conditional Offer of Employment Agreement for Malik Macon, Javin Lowe, Eduardo Montoya, Brett Smith, Chris Anderson, and Jackson Hamilton.
City Attorney Bodie Stegelmann said that agreements were extended to Malik Macon, Javin Lowe, Eduardo Montoya, Brett Smith, Chris Anderson, and Jackson Hamilton on behalf of the Board for a conditional offer of employment agreement, which was entered on March 24, 2026. He recommended that the Board approve the terms and conditions and ratify the execution of the conditional offer of employment agreements.

Landis/Swartley made a motion to accept the employment agreements as presented. For clarification, Mayor Leichty suggested that the motion apply to all six firefighters, after which the oaths and swearing in would take place. City Attorney Bodie Stegelmann therefore clarified the motion and Landis/Swartley proposed the motion again. The motion passed 4-0.
(NOTE: See EXHIBIT #1 to view copies of the agreements.)

2) Fire Department request: Accept the hiring of Malik Macon, Javin Lowe, Eduardo Montoya, Brett Smith, Chris Anderson, and Jackson Hamilton as Probationary Firefighters, effective May 15, 2026
City Fire Chief Anthony Powell formally requested that the following individuals be appointed and sworn in as Probationary Firefighters for the Goshen Fire Department: Malik Macon, Javin Lowe, Eduardo Montoya, Brett Smith, Chris Anderson and Jackson Hamilton.
Chief Powell said each of these individuals has successfully completed the necessary pre-employment requirements for the Goshen Fire Department and to enter the State of Indiana Public Employee Retirement Fund. He asked that their official hiring be approved with an effective date of May 15, 2026.
Chief Powell thanked Board members for their ongoing support of the Goshen Fire Department.
Landis/Swartley made a motion to accept the hiring of Malik Macon, Javin Lowe, Eduardo Montoya, Brett Smith, Chris Anderson, and Jackson Hamilton as Probationary Firefighters, effective May 15, 2026. The motion passed 4-0.
After approval, Mayor Leichty swore in Malik Macon, Javin Lowe, Eduardo Montoya, Brett Smith, Chris Anderson, and Jackson Hamilton as Probationary Firefighters.

2.5) Police Department request: Accept and approve Resolution 2026-15 for the Goshen Police Department
City Attorney Bodie Stegelmann outlined Resolution 2013-P, which was adopted Dec. 30, 2013. That policy provided for the structure of the upper-level policy making position where if the person is resigning or retiring, then the City could have the ability of new leadership, and it suggests to add Paragraph D, and that would allow two people to hold any of those three upper level policy making positions during an interim period, in order to provide continuity of leadership.
Given this, Resolution 2026-15 provides Goshen Police Department Structure, which defines an upper-level policy making position to be the position held by the police chief and each position held by a member of the police department in the next two (2) ranks and pay grades immediately below the police chief if the authorized size of the department is more than fifty (50) members.
Landis/Swartley moved to approve Resolution 2026-15, regarding the Goshen Police Department's structure. The motion passed 4-0.
After approval, Mayor Leichty swore into office Interim Chief of Police Andy Stevenson. Mayor Leichty acknowledged that Police Chief Jose' Miller has some scheduled time away from the office before his official retirement, so this resolution will provide administrative continuity. Mayor Leichty also thanked Chief Miller for his many years of service.
(NOTE: See EXHIBIT #2 to review Resolution #2026-15.)

3) Elkhart County 4H Fair request: Approve street closures and traditional City of Goshen support services for the annual fair parade on Sunday, July 26, 2026
Boyd Smith, director of the Elkhart County 4-H Fair Parade, asked the Board to approve the staging of the 2026 Fair Parade, along with traditional support services from the City. He said the parade is scheduled for July 26, 2026 with no changes to the traditional route.

In a written request, Smith asked the Board to have the City Police Department close streets as they consider appropriate for the staging and running of the parade. He also requested assistance from the City Street Department with street barricades and trash pickup. He noted that that the City has provided these services for over 20 years.
Smith also indicated that the staging areas will be Linway Plaza, Kroger Plaza and Rogers Park. Parade registration begins at 10:30 a.m. and the parade will step off promptly at 1:30 p.m.; some units will arrive as early as 9 a.m.
Boyd confirmed that the parade plans are the same as in past years.
Landis/Swartley moved to approve the staging, street closures and traditional City support services for the 2026 Elkhart County 4-H Fair Parade on July 26, 2026. Motion passed 4-0.

4) Legal Department request: Approve and authorize the Mayor to execute Amendment No. 4 to the Contract for Solid Waste Collection Services with Borden Waste Away Service, LLC
City Attorney Bodie Stegelmann recommended that the Board approve and authorize the Mayor to execute Amendment No. 4 to the Sept. 6, 2022, Contract for Solid Waste Collection Services with Borden Waste Away Service, LLC.
Stegelmann said Amendment 4 clarifies the provisions related to adjustments to the contract rates. Under this amendment, the rates will continue to be adjusted annually based on the percentage change in the Consumer Price Index for the previous calendar year. The rate adjustments will take effect each year on April 1.
Effective April 1, 2026, the contract rates will increase 2.8%.
Landis/Swartley made a motion to approve and authorize the Mayor to execute Amendment No. 4 to the Contract for Solid Waste Collection Services with Borden Waste Away Service, LLC. The motion passed 4-0.

5) Legal Department request: Approve and authorize Mayor Leichty to execute the Renewal Quote with Nearmap US, Inc. to allow the City to renew licenses for certain GIS software
City Attorney Bodie Stegelmann recommended that the Board approve and authorize Mayor Leichty to execute the Renewal Quote with Nearmap US, Inc. to allow the City to renew licenses for certain GIS software.
The 12-month subscription cost will be $8,175.
Landis/Swartley made a motion approve and authorize Mayor Leichty to execute the attached Renewal Quote with Nearmap US, Inc. to allow the City to renew licenses for certain GIS software. The motion passed 4-0.

6) Legal Department request: Approve a revised Community Service Partnership 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
City Attorney Bodie Stegelmann said 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 Board approved an agreement with Downtown Goshen, Inc. to support a vault repair program. The agreement before the Board revises language to improve aspects of the agreement more clearly.
The purpose of this agreement is to enable the City to award funds, in the amount of $26,000 to the partner to support a Vault Repair Program. The City will also pay to the partner administrative expenses incurred by partner under Section 5.D. upon the presentation of a claim for payment of such expenses if the amount of grants awarded and administrative expenses exceed $26,000.
The partner will 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 will 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 $2,000. per vault.
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.
Landis asked if the amount of $26,000 was previously approved. Mayor Leichty said that yes and that this was clarification and clean-up of language.
Landis/Swartley made a motion to approve a revised 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. The motion passed 4-0.

7) Legal Department request: Approve the Community Service Partnership agreements with: Downtown Goshen, Inc. (Administrative Services for $5,000); Downtown Goshen, Inc. (Façade Program for $20,000); and the Economic Development Corporation of Elkhart County (Promote and Support Local Economic Development for $25,000) to support the work described in each agreement and authorize Mayor Leichty to execute each agreement
City Attorney Bodie Stegelmann said the City of Goshen has many organizations that provide services or programs to its residents more efficiently than what the City could provide. The City has supported certain such organizations with funds in the past and wishes to continue to do so.
Stegelmann said organizations considered for support are subject to an application process, which includes a detailed description of how these funds will be used. Organizations chosen must account for how the funds were used. The City seeks to enter into agreements with the following:

Organization	Purpose	Grant Amount
Downtown Goshen, Inc.	Administrative Services	$5,000
Downtown Goshen, Inc.	Façade Program	$20,000
Economic Development Corp. of Elkhart County	Promote economic develop.	$25,000

Landis/Swartley made a motion approve the Community Service Partnership agreements with: Downtown Goshen, Inc. (Administrative Services for $5,000); Downtown Goshen, Inc. (Façade Program for $20,000); and the Economic Development Corporation of Elkhart County (Promote and Support Local Economic Development for $25,000) to support the work described in each agreement and authorize Mayor Leichty to execute each agreement. The motion passed 4-0.

8) Engineering Department request: Permit The Tipsy Biscuit to install outdoor seating as detailed and in accordance with the requirements contained in the Temporary Outdoor Seating in Public Right-of-way application through Oct. 30, 2026
City Civil Engineer Brad Minnick told the Board the Tipsy Biscuit at 103 N. 5th Street has provided a sufficient Temporary Outdoor Seating in the Public Right-of-way application for 2026.
Minnick said The Tipsy Biscuit's outdoor seating 2026 setup is the same as 2025, and the City is unaware of any complaints regarding last year's setup.
The Goshen Engineering Department recommended approval of The Tipsy Biscuit's Outdoor Seating in the Public Right-of-way application through Oct. 30, 2026.

Landis said the language provided stated that was the same application as last year, but he wasn't sure that The Tipsy Biscuit was actually operating last year (certainly not the entire year).
Minnick could not address that finer point because it predated his arrival in the city.
Mayor Leichty said, "I'm okay if you're okay," implying that the approval process could still proceed.
Landis/Swartley made a motion to permit The Tipsy Biscuit to install outdoor seating as detailed and in accordance with the requirements contained in the Temporary Outdoor Seating in Public Right-of-Way application through Oct. 30, 2026. The motion passed 4-0.

9) Engineering Department request: Accept the proposed road closure of Regent Street, from June 1st to June 30th, 2026, to accommodate road construction operations for the Cherry Creek subdivision
City Civil Engineer Brad Minnick said Niblock Excavating, Inc. has requested a road closure on Regent Street, from Weymouth Boulevard to Waterford Mills Parkway, as shown on a provided attached plan sheet.
Minnick said the road closure would begin on Monday, June 1, 2026 and conclude on or before Tuesday, June 30, 2026, weather permitting.
Landis/Swartley made a motion to accept the proposed road closure of Regent Street, from June 1-30, 2026, to accommodate road construction operations for the Cherry Creek subdivision. The motion passed 4-0.

10) Engineering Department request: Notification of Norfolk Southern Railroad track closures starting as early as May 18, 2026 (information only; no action required)
City Civil Engineer Brad Minnick told the Board the City Engineering Department received confirmation of railroad crossings to be closed, along with a schedule update from Norfolk Southern.
Minnick said crews will work on the crossings, starting as early as Monday, May 18, 2026. Each crossing is expected to be closed to traffic over three to four days.
Minnick said Engineering staff members have been in communication with the railroad's safety contractor and Norfolk Southern. Norfolk Southern has assured the City that they will make every effort to limit concurrent railroad closures to three crossings, and ideally no more than two.

Railroad Crossing Closures Expected - Mainline Tracks
Greene Road
Beaver Lane
1st Street
Cottage Avenue
East Monroe Street

This was an information-only item, so there was no Board action.

11) Clerk-Treasurer's request: Approve and execute the agreement with Jeffery L. Weaver for the continued provision of Consulting Services under the terms and conditions specified
Because Clerk-Treasurer Richard Aguirre was away, City Water & Sewer Office Manager Kelly Saenz presented for the Board's approval and execution an agreement with former Deputy Clerk-Treasurer Jeffery L. Weaver to continue providing consulting services for the Clerk-Treasurer's Office. This would replace the agreement approved by the Board on Aug. 28, 2025.
Saenz said in exchange for the compensation paid, Weaver would render the following services:
A. Consultation with the Clerk-Treasurer's Office regarding bank reconciliations and related discrepancy resolutions and exception management.
B. Consultation with the Payroll and Utilities Billing Office to resolve interfund transfers and benefits billings.

C. Consultation with the Clerk-Treasurer's Office and Redevelopment Office to define bond fund processes and structures.
Saenz said Weaver would be paid at the rate of $120 per hour for services rendered to the City. The amount was then clarified as $125 in later discussion.
According to the agreement, it is understood by the parties that Weaver will work at mutually agreeable hours from May 14, 2026 to Aug. 31, 2026. This agreement may be renewed for an additional three-month period under the same terms and conditions upon written notice of the intent to extend the contractual relationship delivered by City thirty (30) days before the termination of this agreement.
Mayor Leichty asked if there was a cap on the agreement. Saenz said there was none. Board member Landis said that usually there would be a cap.
Mayor Leichty asked if the Board wanted to impose a cap, and proposed a cap of $10,000, which was similar to a Redevelopment Committee agreement recently passed with similar language on a cap. Board members discussed the imposition of a cap.
Mayor Leichty/Landis made a motion to amend the contract to include a cap on Weaver's payment to $10,000. The Motion passed 4-0.
Landis/Swartley then made a motion approve and execute the Agreement for Jeffery L. Weaver to continue the provision of Consulting Services under the terms and conditions specified, provided a cap of $10,000 was specified The motion passed 4-0.

12) Legal Department request: Approval and execution of an agreement with M & M Fire Protection and Security to allow the City to enter into an agreement for the installation of security equipment for the new City Court location in the Elkhart County Historical Courthouse
City Attorney Bodie Stegelmann said this agreement outlines the total cost for the equipment, installation, and monitoring of security equipment for the new City Court location in the Elkhart County Historic Courthouse. The total cost is $2,151.15, which includes 12 months of monitoring at $39.99 per month.
Landis/Swartley made a motion to allow the Mayor to approve and execute the Agreement with M & M Fire Protection and Security, to allow the City to enter into an agreement for the installation and monitoring of security equipment for the new City Court location in the Elkhart County Historical Court House. The motion passed 4-0.
(NOTE: See EXHIBIT #3 to review the agreement with M&M Fire Protection and Security.)

Privilege of the Floor (opportunity for public comment for matters not on the agenda):
Mayor Leichty opened Privilege of the Floor at 4:38 p.m.

City Engineering Project Manager Andrew Lund said that Norfolk Southern notified the City today that its employees will be closing the East College Avenue crossing tomorrow for an urgent repair. The closure should be one day or less.

Fire Department Chief Anthony Powell requested the approval of the annual Memorial Day Parade.
Mayor Leichty added that there are two other ceremonies that are part of the City's recognition. The first ceremony starts at 8:45 a.m. at Powerhouse Park, and the second ceremony begins at 9:00 a.m. at the east side of the Court House Lawn at the Veteran Memorial. And then the third part of the ceremony is the parade that begins at the Police Station and concludes at Oak Ridge Cemetery.

Landis/Swartley made a motion to approve the requests for the Memorial Day ceremonies located at Powerhouse Park (at 8:45 a.m.), at the Veteran Memorial on the east side of the Court House Lawn (9:00 a.m.), and the larger Parade, beginning at the Goshen Police Station and proceeding to Oak Ridge Cemetery (9:30 a.m.). The motion passed 4-0.

At 4:40 p.m., Mayor Leichty closed the public comment period.

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

ADJOURNMENT
Mayor Leichty adjourned the meeting at 4:41 p.m.

EXHIBIT #1: Goshen Fire Department Conditional Offer of Employment Agreements with Malik Macon, Javin Lowe, Eduardo Montoya, Brett Smith, Chris Anderson, and Jackson Hamilton. There are six (6) agreements for the firefighters being sworn in, with terms and conditions commensurate with a Conditional Offer of Employment.

EXHIBIT #2: Resolution 2026-15, Goshen Police Department Structure. This resolution defines an upper-level policy making position to be the position held by the police chief and each position held by a member of the police department in the next two (2) ranks and pay grades immediately below the police chief if the authorized size of the department is more than fifty (50) members.

EXHIBIT #3: Agreement with M & M Fire Protection and Security for New City Court Location. This agreement outlines the total cost for the equipment, installation, and monitoring of security equipment for the new City Court location in the Elkhart County Historic Courthouse. The total cost is $2,151.15, which includes 12 months of monitoring at $39.99 per month.

APPROVED:

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Mayor Gina Leichty

Mike Landis, Member

Orv Myers, Member

Mary Nichols, Member

Barb Swartley, Member

ATTEST:

Gregory Imbur, Clerk-Treasurer's Office

CITY OF GOSHEN BOARD OF PUBLIC WORKS & SAFETY

MINUTES OF THE MAY 21, 2026 CLAIMS REVIEW & APPROVAL MEETING

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

Present: Mayor Gina Leichty, Mike Landis, Orv Myers, Mary Nichols and Barb Swartley (none absent)

Call To Order: **Mayor Leichty called the meeting to order at 4:01 p.m.**

REVIEW/APPROVE AGENDA: **Mayor Leichty** presented the agenda as prepared by the **Clerk-Treasurer** with two additions: *#2, Engineering Department request: Authorize the Mayor to sign the Financial Commitment Letter to be submitted to U.S. DOT for the Safe Streets and Roads for all application and #3, Redevelopment Commission request: Approve the 99-year lease agreement and the HOME Rental Lien and Restrictive Covenant Agreement for the Lacasa affordable housing project at 716 E. Lincoln Avenue, and authorization for the Mayor to execute the necessary documents*. **Board member Mary Nichols made a motion to approve the agenda as amended. Board member Orv Myers seconded the motion. The motion passed 5-0.**

1) Engineering Department request: Approve the Contract with Niblock Excavating for the Century Drive Reconstruction project in the amount of $5,477,547.25

City Engineering Project Manager Andrew Lund told the Board that on May 14, 2026, proposals were received for the Century Drive Reconstruction project. The following were the results:

	Niblock Excavating	Phend & Brown
Base Bid	$5,327,197.25	$5,397,305.00
Base Bid + Alternate No. 1	$5,477,547.25	$5,586,580.00
Base Bid + Alternate No. 2	$5,721,072.25	$5,913,105.00

Lund said the Base Bid includes reconstruction of the roadway from College Avenue to Kercher Road. Alternate No. 1 includes a shared-use path on the west side of Century Drive, from College Avenue to Eisenhower Drive. And Alternate No. 2 includes Alternate No. 1, as well as the addition of sidewalk on one side of Century Drive, from Eisenhower Drive to Kercher Road.

Lund said the Redevelopment Commission reviewed the proposals and bid alternates on Friday, May 15, 2026. The Commission accepted the proposal from Niblock Excavating for the Base Bid, plus Alternate No. 1 to recommended to the Board of Works for award. The itemized bid tab was provided to the Board.

Lund said the Engineering Department was requesting that the Board award the contract to Niblock Excavating as the lowest responsive and responsible bidder for the Base Bid, plus Alternate No 1.

Using a map, **Lund** described the work to be done.

City Attorney Bodie Stegelmann said the Redevelopment Commission approved the funding subject to a review by the Legal Department. Stegelmann said a Legal Department review was completed.

Nichols/Myers made a motion to approve the contract with Niblock Excavating for the Century Drive Reconstruction project in the amount of $5,477,547.25. The motion passed 5-0.

2) Engineering Department request: Authorize the Mayor to sign the Financial Commitment Letter to be submitted to U.S. DOT for the Safe Streets and Roads for All application

City Civil Engineer Brad Minnick told the Board that the City is preparing to apply for the Fiscal Year 2026 Safe Streets and Roads for All (SS4A) Planning and Demonstration Grant funds through the U.S. Department of Transportation in which the City can be awarded up to $800,000, with a $200,000 local match, for a total project cost of $1,000,000.

Minnick said to be eligible for the SS4A grant, a Financial Commitment Letter must be signed by Mayor Gina Leichty and submitted with the application, stating that Goshen will meet the financial match requested in the amount of $200,000.

Minnick said the project will advance and refine the Michiana Area Council of Governments (MACOG) regional Comprehensive Safety Action Plan, Move Safe Michiana, through targeted supplemental planning and demonstration activities focused on pedestrian and bicyclist safety.

Minnick said Goshen anchors the Pumpkinvine corridor, a 25-mile regional trail system connecting Elkhart, Goshen, Middlebury, and Shipshewana. However, he said critical gaps remain between downtown Goshen, Restaurant Row, neighborhoods, schools, parks, and the existing Pumpkinvine Nature Trail terminus at Abshire Park, forcing pedestrians and bicyclists onto higher-volume roadways and uncontrolled crossings with limited multimodal accommodations.

Minnick said approval is needed today because the City's application is due early next week. He noted that information provided to the Board included a memorandum, the project budget and details (EXHIBIT #1).

The City's application described the projects components as follows:

Activity 1 - Restaurant Row Permanent Quick-Build Follow-on ($600,000)

In summer 2026, the City of Goshen will install a fully City-funded temporary quick-build demonstration along Restaurant Row utilizing paint, flexible delineators, cones, portable speed feedback signs, and temporary RRFBs at uncontrolled mid-block crossings. Before-and-after data collection — including vehicle speeds, driver yielding rates, video-based conflict analysis, pedestrian and bicycle volumes, and bilingual community intercept surveys — will be conducted throughout the demonstration period. SS4A funds requested under this activity will convert validated and community-supported demonstration elements into permanent modular safety infrastructure including poured curb extensions, concrete pedestrian refuge islands, permanent RRFB assemblies, ADA-compliant curb ramps, high-visibility thermoplastic crosswalk markings, advance stop bars, and other FHWA Proven Safety Countermeasures. Permanent treatments will be informed directly by demonstration performance data and designed in accordance with MUTCD standards and Safe System principles.

Activity 2 - Citywide Sidewalk Implementation Plan ($200,000)

The City of Goshen maintains a comprehensive GIS sidewalk inventory documenting sidewalk condition, trip hazards, ADA deficiencies, gaps, and curb ramp conditions throughout the community. This activity will translate that inventory into a prioritized and implementation-ready Sidewalk and ADA Improvement Plan. The study will rank sidewalk segments utilizing a composite scoring methodology incorporating sidewalk condition, pedestrian demand, proximity to schools, parks, transit stops, essential destinations, and equity considerations within Historically Disadvantaged Communities (HDCs).

Deliverables will include a prioritized capital improvement list, planning-level construction cost estimates, phased implementation recommendations, ADA transition priorities, and funding strategies supporting future Community Crossings, CDBG, Safe Routes to School, and SS4A Implementation Grant pursuits.

Activity 3 - Pumpkinvine Trail Connection Plan ($120,000)

A focused alignment and feasibility study will define the preferred multimodal connection between the Restaurant Row demonstration corridor and the existing Pumpkinvine Nature Trail terminus at Abshire Park. Scope includes route alternatives analysis with at least three alignment options; pedestrian and bicycle level-of-traffic-stress evaluation; ROW and easement assessment; utility and floodplain screening; planning-level cost estimates; and phased implementation recommendations suitable for future implementation funding pursuits. The planning effort will be coordinated with MACOG, Elkhart County, and Friends of the Pumpkinvine Trail and will identify which corridor segments may be advanced through quick-build improvements versus long-term capital reconstruction projects.

Activity 4 - MACOG Coordination, Bilingual Engagement & Project Management ($80,000)

The City of Goshen will lead bilingual public engagement and project coordination activities in partnership with MACOG, Goshen Community Schools, Maple City Greenway / Pumpkinvine Trail representatives, Goshen Police, Fire and EMS, downtown business organizations, and Hispanic community organizations. Engagement activities will include bilingual pop-up events along Restaurant Row, stakeholder workshops, public open houses, online comment mapping, and corridor intercept surveys. This activity also supports coordination with MACOG to ensure all project deliverables, crash analysis findings, demonstration results, and implementation priorities are incorporated into future Move Safe Michiana updates and implementation efforts. Project management, procurement coordination, federal reporting, and grant administration are also included within this activity.

Mayor Leichty said, “We all pay that federal money. It's nice to bring a little bit of it home – a lot of it, $800,000, would be great.” She requested a presentation to the Board when the plans are completed.

Board member Landis asked about the status of the plans. Mayor Leichty said the City’s consultant, Abonmarche, is modifying the plans based on feedback from City staff.

The Mayor said the City is hoping to double the outdoor seating capacity from five or six restaurants on Lincoln Avenue, between Main Street and Fifth Street. She said the goal is to create an outdoor destination area and a more visible outdoor eating destination that people visiting the Pumpkinvine Trail would be able to be guided to and create more economic activity downtown.

Minnick added funding for the City’s portion of the project will be provided by the City Redevelopment Commission and the Engineering Department.

Nichols/Myers made a motion to authorize the Mayor to sign the Financial Commitment Letter to be submitted to U.S. DOT for the Safe Streets and Roads for All application. The motion passed 5-0.

3) Redevelopment Commission request: Approve the 99-year lease agreement and the HOME Rental Lien and Restrictive Covenant Agreement for the Lacasa affordable housing project at 716 E. Lincoln Avenue, and authorization for the Mayor to execute the necessary documents

City Attorney Bodie Stegelmann told the Board that in December 2024, Lacasa presented a proposed affordable housing project for Lot 3 of the Lincoln Avenue Subdivision, located at 716 E. Lincoln Avenue. This property is City-owned and was identified as a potential development site after the City created the Lincoln Avenue Subdivision following prior property acquisition and demolition work associated with future Lincoln Avenue improvements.

Stegelmann said the City Council previously approved a Memorandum of Understanding with Lacasa for this project. That MOU confirmed the City's intent to enter into a 99-year lease for the portion of Lot 3 located outside of the floodplain, contingent upon Lacasa receiving the necessary funding for the project. The MOU allowed Lacasa to move forward with zoning approvals and its application for HOME funding through IHCDA.

Stegelmann said Lacasa has since continued advancing the project, which is now proposed as a six-unit affordable rental housing development. The units will be reserved for income-qualified households, with affordability requirements tied to the HOME funding award. The proposed lease area is approximately 0.432 acres, and the lease provides for annual rent of $500 for a 99-year term.

In order to finalize the funding and proceed with the project, Stegelmann said Lacasa needs the City to approve and execute the formal 99-year lease agreement, as well as the HOME Rental Lien and Restrictive Covenant Agreement required by IHCDA. The restrictive covenant will ensure the project remains subject to HOME affordability requirements for the required affordability period.

Stegelmann answered Board questions about the annual rent and other conditions of the agreement.

Nichols/Myers made a motion to approve the 99-year lease agreement and the HOME Rental Lien and Restrictive Covenant Agreement for the Lacasa affordable housing project at 716 E. Lincoln Avenue and authorize the Mayor to execute the necessary documents. The motion passed 5-0.

NOTE: City Attorney Bodie Stegelmann provided Board members with a memorandum for this agenda item (EXHIBIT #2)

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

Mayor Leichty opened Privilege of the Floor at 4:15 p.m.

Don Riegsecker, a member of the Elkhart County 4H Fair Board, said the City does a good job of keeping fair officials informed about road closures. He noted that there are many upcoming closures and he said he hoped there would be the same amount of cooperation from the City as in the past. He said he could be a contact for information from the City about closures.

Mayor Leichty affirmed the request and thanked Riegsecker for the Fair's work.

City Engineering Project Manager Andrew Lund said he was notified by Norfolk Southern this afternoon that railroad crossing work and closures would be delayed until 9 a.m. on Tuesday, May 26, the day after Memorial Day. He said Greene Road would be closed first followed by Cottage Avenue and Monroe Street.

There were no further comments, so Mayor Leichty closed Privilege of the Floor at 4:18 p.m.

Approval of Civil City and Utility Claims
Mayor Leichty/Board member Myers made a motion to approve Civil City and Utility claims and adjourn the meeting. The motion passed 5-0.

Adjournment
Mayor Leichty then adjourned the meeting at 4:18 p.m.

EXHIBIT #1: *Before the meeting, Civil City Engineer Brad Minnick provided Board members with a memorandum, dated May 21, 2026, and a five-page letter addressed to the U.S. Department of Transportation Safe Streets and Roads for All Program for agenda item #2, Engineering Department request: Authorize the Mayor to sign the Financial Commitment Letter to be submitted to U.S. DOT for the Safe Streets and Roads for all application.*

EXHIBIT #2: *Before the meeting, Civil Attorney Bodie Stegelmann provided Board members with a memorandum, dated May 21, 2026, for agenda item #3, Redevelopment Commission request: Approve the 99-year lease agreement and the HOME Rental Lien and Restrictive Covenant Agreement for the Lacasa affordable housing project at 716 E. Lincoln Avenue, and authorization for the Mayor to execute the necessary documents. Included with this exhibit is the 10-page lease agreement and the 10-page Lien and Restrictive Covenant Agreement.*

APPROVED:

_____
Mayor Gina Leichty

_____
Mike Landis, Member

_____

Orv Myers, Member

_____

Mary Nichols, Member

_____

Barb Swartley, Member

ATTEST:

_____

Richard R. Aguirre, Clerk-Treasurer

Andy Stephenson
Interim Chief of Police
Goshen Police Dept.
111 E. Jefferson St.
Goshen, Indiana 46528

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

Date: May 19, 2026

From: Andy Stephenson, Interim Chief of Police

Reference: The Promotion of Officer Jared Ellison from Probationary Patrol Officer to Patrol Officer

I am requesting the Goshen Board of Public Works and Safety approve the promotion of Officer Jared Ellison from the position of Probationary Patrol Officer to the rank of Patrol Officer, retroactive to May 12, 2026.

Officer Ellison successfully completed his twelve (12) month probationary period on May 12, 2026. During this time, he has consistently demonstrated professionalism, reliability, and commitment to the values and mission of the Goshen Police Department. His performance has met or exceeded expectations.

Respectfully,

Andy Stephenson
Interim Chief of Police
Goshen Police Department

Telephone: (574) 533-8661 **Hearing Impaired: (574) 533-1826** **FAX: (574) 533-1826**

Andy Stephenson
Interim Chief of Police
Goshen Police Dept.
111 E. Jefferson St.
Goshen, Indiana 46528

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

Date: May 19, 2026

From: Andy Stephenson, Interim Chief of Police

Reference: The Promotion of Officer Mitchell Garrett from Probationary Patrol Officer to Patrol Officer

I am requesting the Goshen Board of Public Works and Safety approve the promotion of Officer Mitchell Garrett from the position of Probationary Patrol Officer to the rank of Patrol Officer, retroactive to May 12, 2026.

Officer Garrett successfully completed his twelve (12) month probationary period on May 12, 2026. During this time, he has consistently demonstrated professionalism, reliability, and commitment to the values and mission of the Goshen Police Department. His performance has met or exceeded expectations.

Respectfully,

Andy Stephenson
Interim Chief of Police
Goshen Police Department

Telephone: (574) 533-8661 **Hearing Impaired: (574) 533-1826** **FAX: (574) 533-1826**

Andy Stephenson
Interim Chief of Police
Goshen Police Dept.
111 E. Jefferson St.
Goshen, Indiana 46528

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

Date: May 24, 2026

From: Andy Stephenson, Interim Chief of Police

Reference: The Retirement of Captain Curtis Weldy

I respectfully request that the Board of Public Works and Safety accept the retirement of Captain Curtis Weldy from the Goshen Police Department, effective May 28, 2026. Captain Weldy's final day of active service was Wednesday, May 27, 2026.

Captain Weldy began his policing career with the Goshen Police Department in 2013. Prior to joining our department, he served for nearly eight years with the Nappanee Police Department.

Throughout the course of his career, Captain Weldy has served as an instructor, sergeant, lieutenant, SWAT team leader, and training captain. More importantly, he has been a friend and mentor to many. Captain Weldy holds many law enforcement certifications, and he has been the recipient of numerous awards and commendations, including the Goshen Police Department's Medal of Honor.

Captain Weldy's service and commitment to our department, the Goshen community, and the policing profession are greatly appreciated. We thank Captain Weldy and wish him the best as he embarks on the next chapter in life.

Respectfully,

Andy Stephenson
Interim Chief of Police

Telephone: (574) 533-8661 **Hearing Impaired: (574) 533-1826** **FAX: (574) 533-1826**

Jose' D. Miller

Chief of Police

111 E Jefferson St

Goshen, Indiana 46528

Mayor Gina Leichty
Chief of Police Miller
City of Goshen Board of Works

Please accept this letter as my formal notification of my intention to retire from Law Enforcement and the Goshen Police Department, effective May 28th, 2026. After a little over twenty years, it is time to start another adventure. While it hasn't always been easy, I am thankful I was granted the opportunity to have the experiences I have had, serve the citizens and gain the friendships of fellow officers.

Additionally, I would like to emphasize my retirement is in no way related to the hiring of Chief Stephenson nor should it reflect any displeasure with Mayor Leichty's decision. I wish him and all the officers the best of luck and pray for their continued safety and success.

Respectfully,

Capt. Curtis Weldy #9162

Telephone: (574) 533-8661 **Hearing Impaired: (574) 533-1826** **FAX: (574) 533-1826**

GINA M. LEICHTY
Mayor of **Goshen, Indiana**
City Hall • 202 South Fifth Street, Suite 1 • Goshen, IN 46528-3714
mayor@goshencity.com • **goshen.in.gov**
(574) 533-8621 ext. 8621

MEMO

To: Board of Public Works and Safety
Re: Procurement through Cooperative Purchasing Entities for a Unique Opportunity Resulting in Special Savings
From: Mayor Gina Leichty
Date: May 22, 2026

Request

I am requesting the Board's authorization to use cooperative purchasing entities, including Sourcewell and other nationally recognized purchasing cooperatives, under the Indiana Code 5-22-10 governing special purchase methods.

The City has historically taken a cautious approach to cooperative purchasing, particularly with out-of-state entities, to ensure compliance with Indiana law and State Board of Accounts requirements. Based on further review, the development of a structured compliance process (outlined on page 2), and counsel from the SBOA, the City is now positioned to use these cooperative purchasing entities when they offer clear cost savings and are supported by appropriate documentation, legal review, and Board oversight.

Background and Rationale

The City anticipates several upcoming procurements of large equipment across departments. Research indicates that purchasing through co-op entities may offer substantial savings, potentially in the tens or hundreds of thousands of dollars.

I have reviewed the statutory framework and audit expectations with Attorney Stegelmann and identified a compliant path using Indiana Code 5-22-10-5, which allows special purchases when a unique opportunity results in substantial savings. The City intends to use this authority, when appropriate, in a well-documented and transparent manner.

Careful Consideration

The use of cooperative purchasing contracts, particularly those administered by out-of-state entities, requires careful alignment with Indiana statute. Our proposed approach establishes a clear, legally defensible, and State Board of Accounts-compliant process that allows the City to capture cost savings while maintaining transparency and accountability.

Compliance Process

To ensure full adherence to Indiana law and State Board of Accounts guidance, the City will follow a structured process:

1. **Special Determination** – The Requesting Department Head will submit a written Special Purchase Determination documenting the statutory basis and justification for the purchase.
2. **Pricing Analysis** – The Requesting Department Head will develop a comparative pricing analysis demonstrating substantial savings or a unique opportunity.
3. **Legal Opinion** – The Legal Department will evaluate the request and provide a written opinion confirming compliance with Indiana purchasing requirements.
4. **Board Presentation** – The Legal Department will present the determination and supporting documentation to the Board of Public Works for approval and entry into the public record.
5. **Record Retention** – The Legal Department will maintain a complete procurement file and coordinate with the Clerk-Treasurer for official recordkeeping and audit purposes.

Other Special Purchasing Methods

City staff may request the purchase of goods through a cooperative purchasing entity where other Special purchasing methods may be available to the City, such as where an emergency exists (Indiana Code 5-22-10-4), where the compatibility of equipment, accessories, or replacement parts is a substantial consideration (Indiana Code 5-22-10-8), or where no responsive offer is received under another purchasing method (Indiana Code 5-22-10-10). These options will likely arise less frequently than unique opportunities to realize substantial savings; however, when such opportunities arise, the City will follow the process outlined above if any of these other methods are available.

Conclusion

This approach ensures a transparent and legally defensible procurement process while allowing the City to take advantage of significant cost-saving opportunities.

I respectfully request the Board's approval to proceed under IC 5-22-10-5 and to incorporate cooperative purchasing into the City's procurement strategy.

324 S 5th St. Goshen, IN 46528
amanda@eyedart.com
(574) 203-2034 ext. 6

Board of Works Request
May 19, 2026

Downtown Goshen Inc. is requesting multiple street closures for several First Fridays throughout the year.

1. **What parking spaces/streets do you want to close/use?** Please see the attached document with street closure descriptions and maps. Please note the parking space additions for June and July to reflect the requests of the Elks Lodge (*these are not marked on the map*). *Note: For clarity, yellow signifies a street closure with no parking, the no parking symbol is "no parking signs" only, and the green represents the parade route in November.*

2. **Why do you want to close them? What activities will take place?** Downtown Goshen First Fridays

3. **When do you want to start the closure, and when will the closure end?** Please see the attached document with street closure descriptions and maps that include dates and times.

4. **Are there any affected businesses, and are they supportive of your request to close the parking spaces?** There are businesses on the street affected by the closure, and they have been informed in advance.

5. **Do you require any barricades from the Street Department to accomplish the closure for your event?** Yes, barricades are noted on the attached maps. I understand that there may not be enough for November, and I am happy to collaborate on a solution to this.

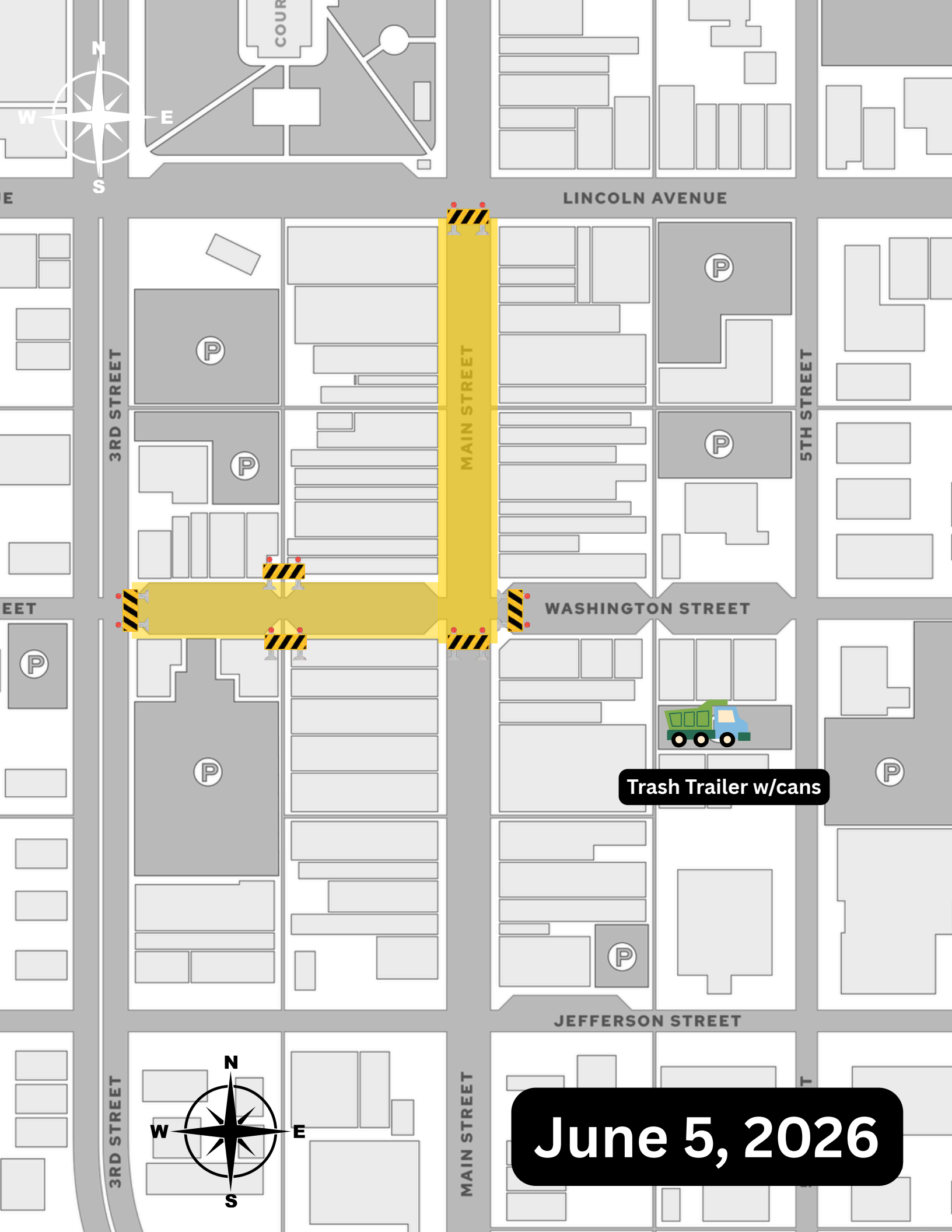
Thank you for your consideration.

Amanda Rose
Director of First Fridays
Eyedart Creative Studios

Downtown Goshen First Fridays

2026 Street Closures

Event Title	2026 Street Closures
May *Green Day Celebration* May 1, 2026 5 - 9 p.m.	~~Main Street between Clinton and Lincoln, and the half block of Main Street from Lincoln to the alley South from 1 to 11 p.m., 6 parking spots on the north side of Lincoln next to the courthouse from 1 to 11 p.m. for First Fridays vendors. 8 parking spots on the south side of Clinton next to the courthouse, from 1 to 11 p.m., for bus and handicap parking. Trash trailer with trash cans requested and noted at the location on the map.~~
June *Birthday Bash* June 5, 2026 5 - 9 p.m.	Main Street from Lincoln to Washington from 1 to 11 p.m., and Washington from 3rd to Main from 1 to 11 p.m. Trash trailer with trash cans requested and noted at the location on the map. 2 sanitation crew from 6:30 to 9:30.. 4 parking spots in front of 220 N Main with no parking from 2 p.m. to 11 p.m. No snow fencing.
July *Great Goshen Car Show* July 3, 2026 5 - 9 p.m.	Main Street from Lincoln to Jefferson from 1 p.m. to 11 p.m., Washington from 5th to 3rd. Main from Clinton to Lincoln from 1 p.m. to 11 p.m. All parking spots on the north side of Lincoln, next to the Courthouse. 2 sanitation crew from 6:30 to 9:30. Trash trailer with trash cans requested and noted at the location on the map. 4 parking spots in front of 220 N Main with no parking from 2 p.m. to 11 p.m. No snow fencing.
August *Goshen Games* August 7, 2026 5 - 9 p.m.	Main Street from Jefferson to Washington from 9 a.m. to 11 p.m. Please note that the closure at Jefferson will include the intersection. Barriers will be needed at Main and Jefferson and the East and West sides, and past the intersection South. Main Street from Washington to Lincoln from 12 p.m. to 11 p.m. Washington from 5th to the alley West of Main from 12 p.m. to 11 p.m. 4 parking spots in front of 220 N Main with no parking from 2 p.m. to 11 p.m. Trash trailer with trash cans requested and noted at the location on the map. 2 sanitation crew from 6:30 to 9:30 p.m. No snow fencing.
September *Bexbach Bash* September 4, 2026 5 - 9 p.m.	Main Street from Jefferson to Lincoln, East Washington from the alley east of Main to Main from 12 p.m. to 11 p.m. 4 parking spots in front of 220 N Main with no parking from 2 to 11 p.m. 6 parking spots with no parking on West Washington just west of the closure. Trash trailer with trash cans requested and noted at the location on the map. 2 sanitation crew from 6:30 to 9:30 p.m. No snow fencing.
October *Meet the Machines* October 2, 2026 5 - 8 p.m.	Main Street from Jefferson to Lincoln and East Washington from 5th to Main from 12 p.m to 11 p.m. 4 parking spots in front of 220 N Main with no parking from 2 p.m. to 11 p.m. Trash trailer with trash cans requested and noted at the location on the map. 2 sanitation crew from 6:30 to 9:30 p.m. No snow fencing.
November *Goshen Light Parade* November 6, 2026 5 - 9 p.m.	East Washington from Main to the alley east of Main from 12 p.m. to 11 p.m. No parking in half of the parking lot behind 130 N Main for staging from 3 p.m. to 9 p.m. No parking in the lot behind 215 E Lincoln from 3 p.m. to 9 p.m. 5th from Clinton to Lincoln closed for staging from 3 p.m. to 9 p.m. *Parade route - Starting (roughly) at the corner of 5th and Clinton, the parade will head South on Main to Jefferson, West on Jefferson, and North on Main and East on Clinton back to the staging area on 5th. No parking along the parade route from 5 to 9 p.m.* The parade route closes at 6:45 p.m and will reopen immediately following the parade with the assistance of GPD, GFD, and GSD directing traffic and opening streets. Police or authoritative presence requested at all intersections until the parade route is safely opened and traffic is clear. All alleys and parking lots along and inside the parade route closed with barriers at the start time of the parade route closure and remain closed until traffic can be directed. 4 sanitation crew from 6:30 - 9:30 pm. Trash trailer behind Electric Brew with trash cans. 4 parking spots in front of 220 N Main with no parking from 2 p.m. to 11 p.m. Meeting to follow with department heads and city officials to clarify safety needs.
December *Hometown Holiday* December 4, 2026 5 - 9 p.m.	West Washington from Main to the alley from 6:00 to 7:00 p.m. 4 parking spots in front of 220 N Main from 2 p.m to 11 p.m.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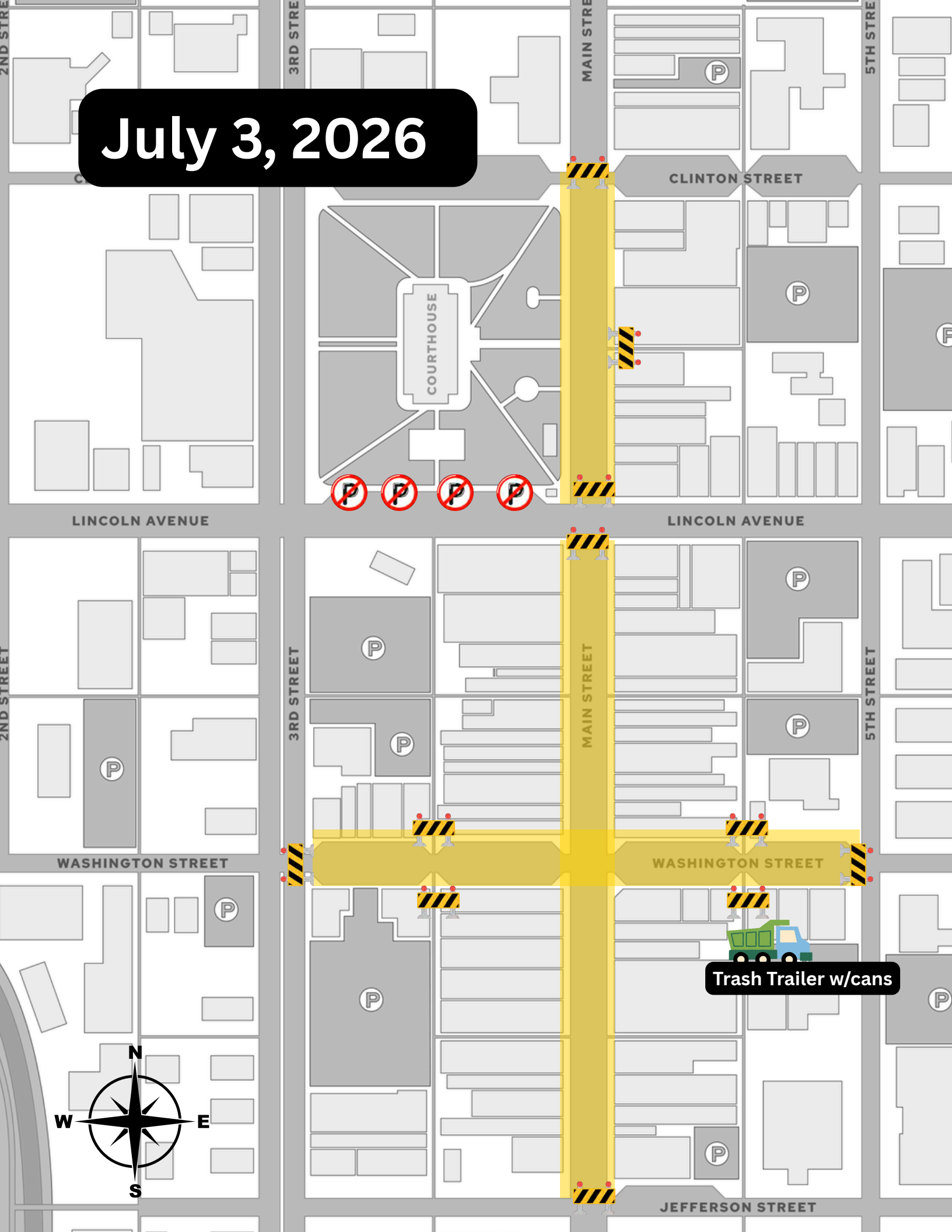
July 3, 2026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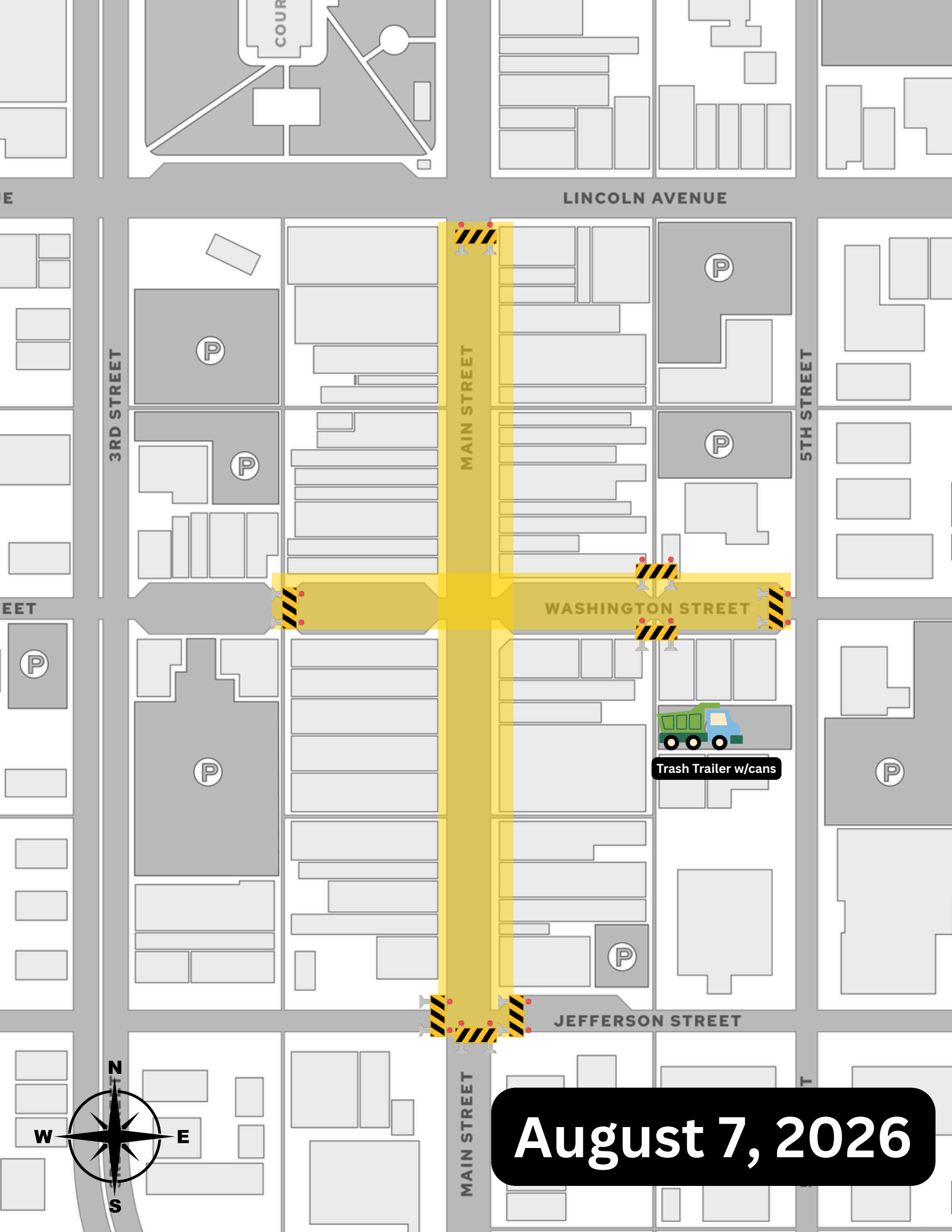
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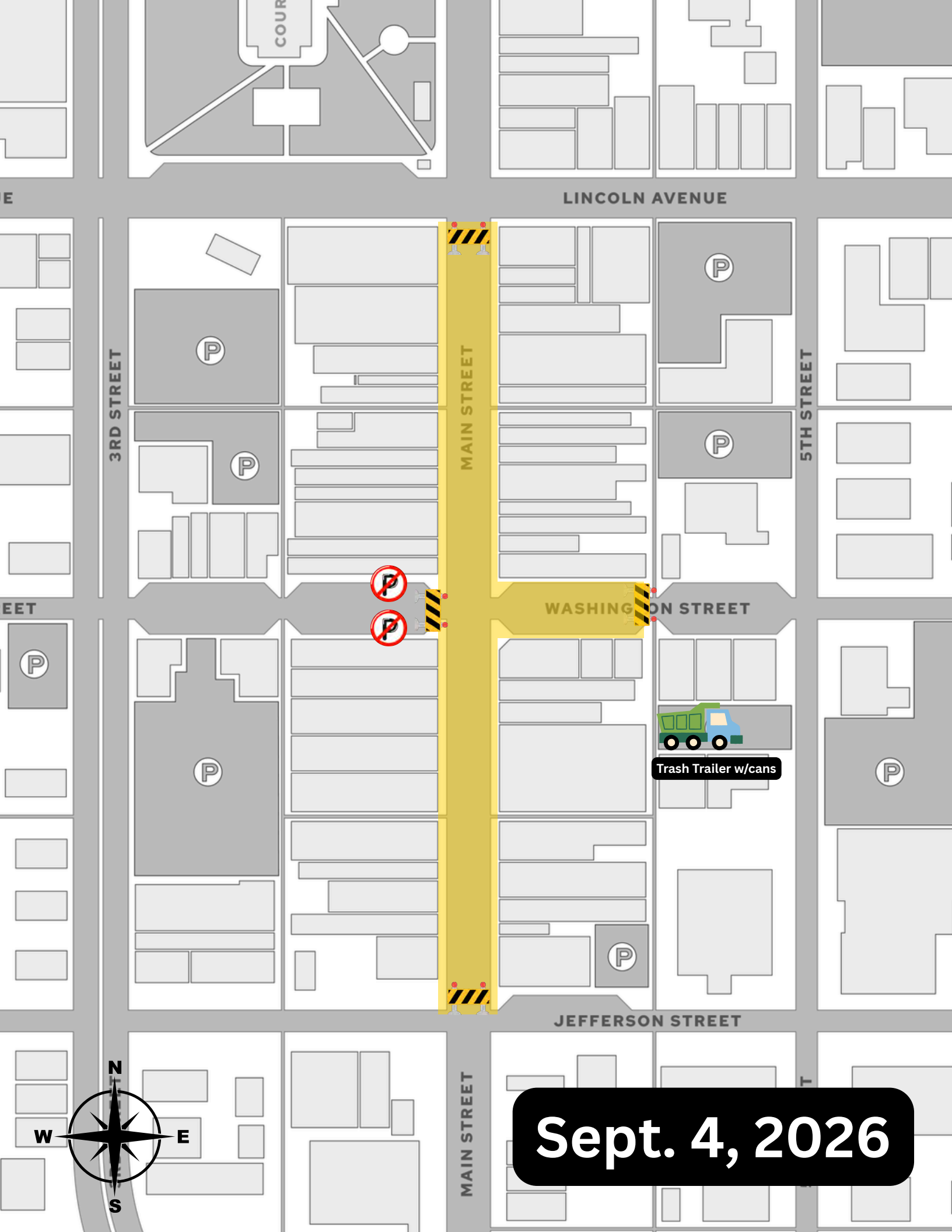
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Oct. 2, 2026

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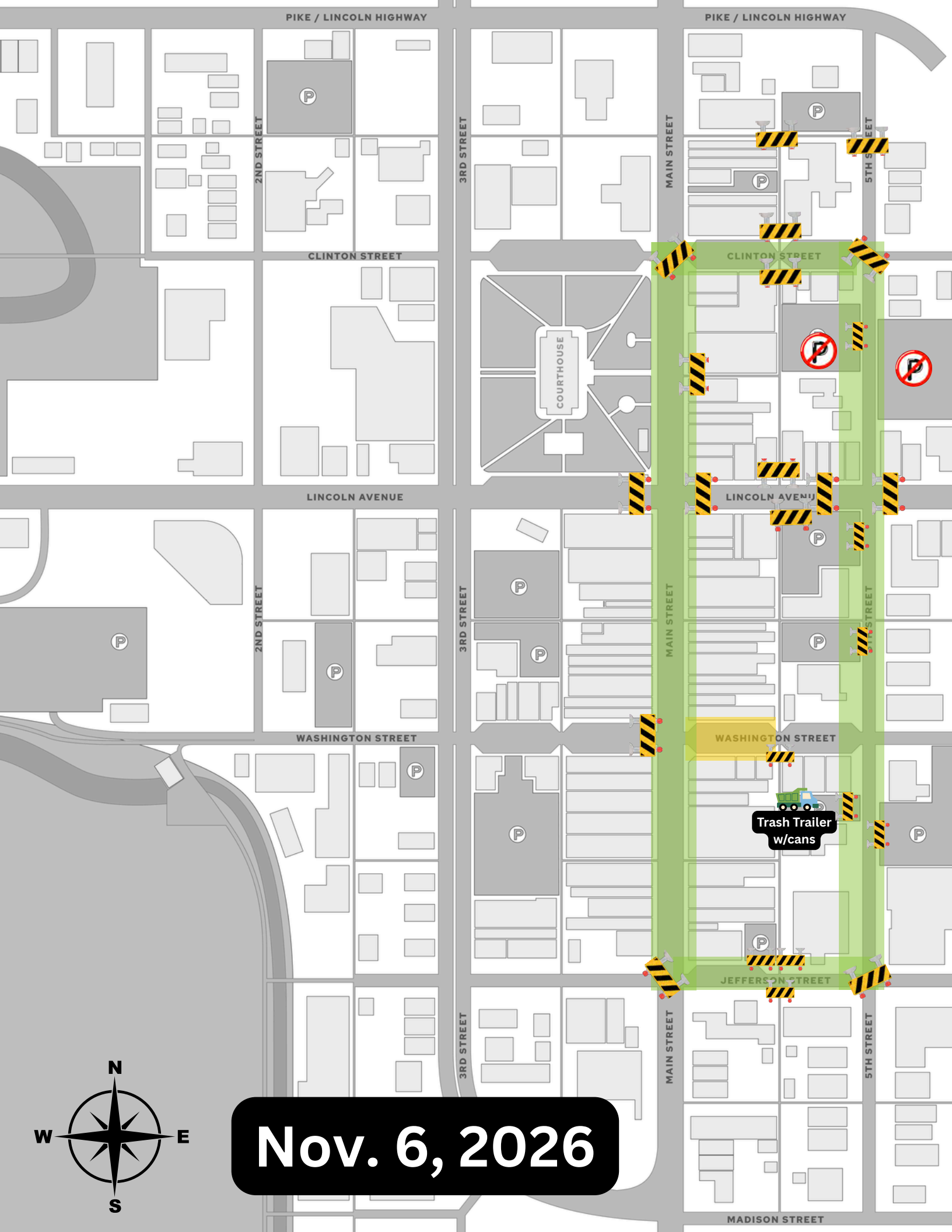
PIKE / LINCOLN HIGHWAY
PIKE / LINCOLN HIGHWAY
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Nov. 6, 2026

COURT
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Dec. 4, 2026

Parks & Recreation Department
CITY OF GOSHEN
524 East Jackson Street · Goshen, IN 46526
Phone (574) 534-2901 · Fax (574) 349-6672
goshenparks@goshencity.com · www.goshenindiana.org

To: Board of Works

From: Kimberlee Stephens

Subject: Main Street Banners

Date: May 21, 2026

The Goshen Parks and Recreation Department is requesting approval to display promotional banners on Main Street for upcoming community events during the summer months.

Requested Banner Schedule

- June 2026:
  Kerry's Kids and Teen Mud Run banner
- July 2026:
  Rock the Quarry Adult Triathlon and Mile Swim banner

Premier Signs will be responsible for both the installation and removal of all banners in accordance with city guidelines and approved timelines.

Proofs of the proposed banner designs are included for Board review and consideration.

3' x 30' DF Banner

Register
NOW
574-534-2901

Kerry's Kids

KIDS' & TEEN MUD RUN

JULY
11

360 in

36 in

Rock the Quarry Adult Triathlon & Mile Swim

GOSHEN PARKS & RECREATION

www.RockTheQuarryTriathlon.com

AUGUST 8

(574) 534-2901

3' x 30' DF 18oz Banner w/ Grommets & Reinforced Webbing & Reinforced Corners

Date is black vinyl so it can be changed

CITY OF GOSHEN LEGAL DEPARTMENT
City Annex
204 East Jefferson Street, Suite 2
Goshen, Indiana 46528-3405
Phone (574) 537-3820 ● Fax (574) 533-8626 ● TDD (574) 534-3185
www.goshenindiana.org

May 28, 2026

To: Goshen Board of Public Works and Safety

From: Shannon Marks, Legal Compliance Administrator

Subject: Goshen Fire Department Conditional Offer of Employment Agreement with Kael J. Hooley

A conditional offer of employment was extended on behalf of the Board of Public Works and Safety to Kael J. Hooley for employment with the Goshen Fire Department, and a Conditional Offer of Employment Agreement was entered into on April 8, 2026. It is recommended that the Board approve the terms and conditions and ratify the execution of the Conditional Offer of Employment Agreement.

Suggested Motion - Move to approve the terms and conditions and ratify the execution of the Conditional Offer of Employment Agreement with Kael J. Hooley dated April 8, 2026.

GOSHEN FIRE DEPARTMENT
CONDITIONAL OFFER OF EMPLOYMENT AGREEMENT

THIS AGREEMENT is made and entered into effective as of the latter date of the signatures hereon, by and between **Kael J. Hooley** ("Hooley") and **City of Goshen, Indiana** ("City").

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

CONDITIONAL OFFER OF AND PREREQUISITES TO BEGINNING EMPLOYMENT

City conditionally offers Hooley employment as a probationary firefighter with the Goshen Fire Department. Hooley accepts City's conditional offer of employment. City and Hooley understand and agree that the offer of employment is contingent upon the following:

(1) City may not currently have a personnel vacancy in the Goshen Fire Department rank and file. Hooley understands that a personnel vacancy in the rank and file of the Goshen Fire Department may not currently exist. Although the Goshen Fire Department is initiating the baseline statewide physical examination and baseline statewide mental examination, Hooley understands that actual employment with the City of Goshen and Goshen Fire Department will not occur until such time that a personnel vacancy is available and/or positions are being added to increase the number of firefighters.

(2) In accordance with Indiana Code § 36-8-3-21(b), Hooley understands that Hooley must meet the conditions for membership in the Indiana Public Retirement System's (INPRS) 1977 Police Officers' and Firefighters' Pension and Disability Fund (1977 Fund) to be a firefighter with the Goshen Fire Department. Hooley agrees to complete the INPRS Application for Membership in the 1977 Fund (State Form 4928). All terms, conditions, and understandings set forth in the Application for Membership in the 1977 Fund are incorporated into this agreement by reference. Hooley understands that the application requires Hooley to authorize the release of medical information, the completion of a comprehensive general medical history, and the completion of the baseline statewide physical examination and baseline statewide mental examination.

(3) City agrees to pay the cost for Hooley to complete the baseline statewide physical examination and baseline statewide mental examination as required by Indiana Code §§ 36-8-8-7(a) and 36-8-8-19. In the event that Hooley has certain preexisting condition(s) that would constitute an excludable medical condition (Class 3 medical condition), any reports or additional testing that may be required concerning the preexisting condition(s) shall be at Hooley's expense. If additional reports and/or testing are required, Hooley may elect to terminate this agreement by providing City notice in writing.

(4) Hooley understands that Hooley must successfully pass the baseline statewide physical examination and baseline statewide mental examination. In the event that Hooley does not pass the physical and mental examinations, City withdraws this offer of employment, and Hooley shall accept City's withdrawal and this agreement shall be terminated.

(5) Hooley understands that the INPRS Board of Trustees must approve Hooley's Application for Membership to the 1977 Fund. If the INPRS Board of Trustees approves the Application for Membership to the 1977 Fund, the Goshen Fire Department will request the Goshen Board of Public Works and Safety to ratify the execution of this agreement and approve the hiring of Hooley in a public meeting when a position opening becomes available in the Goshen Fire Department. In the event that the INPRS Board of Trustees does not approve the Application for Membership in the 1977 Fund, and Hooley does not appeal the decision, City

withdraws this offer of employment, and Hooley shall accept City's withdrawal and this agreement shall be terminated.

(6) If Hooley decides to decline employment with the City of Goshen and Goshen Fire Department prior to the approved hiring in paragraph (5), Hooley shall provide City notice in writing, and City shall withdraw this offer of employment and this agreement shall be terminated.

AGREE TO OBTAIN INDIANA FIREFIGHTER I/II CERTIFICATION

(1) As a condition of employment with City and the Goshen Fire Department, Hooley is required to successfully complete a Firefighter I/II training program, pass the certification test, and obtain Indiana Firefighter I/II certification within eleven (11) months of Hooley's first day of employment with the Goshen Fire Department. If Hooley is unable to successfully complete the Firefighter I/II training program, pass the certification test, and obtain Indiana Firefighter I/II certification within eleven (11) months of Hooley's first day of employment with the Goshen Fire Department due to program scheduling difficulties, then Hooley will be given eleven (11) months from the first day of the Firefighter I/II training program to successfully complete the Firefighter I/II training program, pass the certification test and obtain Indiana Firefighter I/II certification.

(2) Hooley agrees to enroll in a Firefighter I/II training program upon commencing employment and/or when instructed to do so by the Fire Chief, attend and successfully complete the training program, pass the certification test, and obtain Indiana Firefighter I/II certification. If Hooley is currently enrolled in and attending a Firefighter I/II training program prior to commencing employment, Hooley agrees to continue to attend and successfully complete the Firefighter I/II training program, pass the certification test, and obtain Indiana Firefighter I/II certification.

(3) Starting on Hooley's first day of employment, City will pay the cost of the Firefighter I/II training program. If Hooley is currently enrolled in and attending a Firefighting I/II training program prior to commencing employment, City will pay a prorated cost of the training program based on the portion of the training program remaining after Hooley's first day of employment with the Goshen Fire Department. While employed with the Goshen Fire Department, City will pay Hooley for the time to attend the training program. Hooley shall have one (1) opportunity to successfully complete the Firefighter I/II training program, pass the certification test, and obtain Indiana Firefighter I/II certification. City will pay the cost for the Firefighter I/II training program, or prorated portion thereof, and for Hooley's time to attend the Firefighter I/II training program one (1) time.

(4) If Hooley refuses to attend the Firefighter I/II training program, fails to successfully complete the Firefighter I/II training program, or fails to pass the certification test and obtain Indiana Firefighter I/II certification as required under paragraphs (1) and (2), Hooley's employment with City and the Goshen Fire Department will be terminated for cause.

AGREE TO OBTAIN INDIANA BASIC EMT CERTIFICATION

(1) As a condition of employment with City and the Goshen Fire Department, Hooley is required to successfully complete a Basic EMT training program, pass the certification test, and obtain Indiana Basic EMT certification within eleven (11) months of Hooley's first day of employment with the Goshen Fire Department. If Hooley is unable to successfully complete the Basic EMT training program, pass the certification test, and obtain Indiana Basic EMT certification within eleven (11) months of Hooley's first day of employment with the Goshen Fire Department due to program scheduling difficulties, then Hooley will be given eleven (11) months from the first day of the Basic EMT training program to successfully complete the Basic EMT training program, pass the certification test and obtain Indiana Basic EMT certification.

(2) Hooley agrees to enroll in a Basic EMT training program upon commencing employment and/or when instructed to do so by the Fire Chief, attend and successfully complete the training program, pass the certification test, and obtain Indiana Basic EMT certification. If Hooley is currently enrolled in and attending a Basic EMT training program prior to commencing employment, Hooley agrees to continue to attend and successfully complete the Basic EMT training program, pass the certification test, and obtain Indiana Basic EMT certification.

(3) Starting on Hooley's first day of employment, City will pay the cost of the Basic EMT training program. If Hooley is currently enrolled in and attending a Basic EMT training program prior to commencing employment, City will pay a prorated cost of the training program based on the portion of the training program remaining after Hooley's first day of employment with the Goshen Fire Department. While employed with the Goshen Fire Department, City will pay Hooley for the time to attend the training program. Hooley shall have one (1) opportunity to successfully complete the Basic EMT training program, pass the certification test, and obtain Indiana Basic EMT certification. City will pay the cost for the Basic EMT training program, or prorated portion thereof, and for Hooley's time to attend the Basic EMT training program one (1) time.

(4) If Hooley refuses to attend the Basic EMT training program, fails to successfully complete the Basic EMT training program, or fails to pass the certification test and obtain Indiana Basic EMT certification as required under paragraphs (1) and (2), Hooley's employment with City and the Goshen Fire Department will be terminated for cause.

AGREE TO OBTAIN INDIANA PARAMEDIC LICENSE AND SERVE AS A PARAMEDIC

(1) As a condition of employment with City and the Goshen Fire Department, Hooley is required to successfully complete a paramedic training program, pass the license test, obtain an Indiana paramedic license, and serve as an active paramedic with the Goshen Fire Department a minimum of three (3) years.

(2) Hooley agrees to enroll in a paramedic training program when instructed to do so by the Fire Chief, attend and successfully complete the training program, pass the license test, and obtain an Indiana paramedic license. If Hooley is currently enrolled in and attending a paramedic training program prior to commencing employment, Hooley agrees to continue to attend and successfully complete the training program, pass the license test, and obtain an Indiana paramedic license.

(3) Starting on Hooley's first day of employment, City will pay the cost of the paramedic training program. If Hooley is currently enrolled in and attending a paramedic training program prior to commencing employment, City will pay a prorated cost of the training program based on the portion of the training program remaining after Hooley's first day of employment with the Goshen Fire Department. While employed with the Goshen Fire Department, City will pay Hooley for the time to attend class and required clinical sessions. Hooley shall schedule all classes and clinical sessions when Hooley is scheduled to work to the extent possible. City will pay the cost for the paramedic training program, or prorated portion thereof, and for Hooley's time to attend the paramedic training classes and clinical sessions one (1) time. City will not pay for a refresher course or for Hooley's time to attend a refresher course unless City does not pay for any of the paramedic training program cost or Hooley's time to attend the paramedic training program.

(4) Hooley shall have twenty-four (24) months from the first day of the paramedic class to successfully complete the paramedic training program. Hooley agrees to obtain an Indiana paramedic license within one (1) year after completion of the paramedic training program.

(5) If Hooley refuses to attend the paramedic training program, fails to successfully complete the paramedic training program within twenty-four (24) months from the first day of the paramedic class, or fails to obtain an Indiana paramedic license within one (1) year after completion of the paramedic training program, Hooley's employment with City and the Goshen Fire Department will be terminated for cause.

(6) Except as provided by paragraph (10), if Hooley leaves employment with City and the Goshen Fire Department before obtaining an Indiana paramedic license, including termination, Hooley agrees to repay City the City's actual cost for Hooley to attend the paramedic training program, including the cost of the training program and the time City paid another employee to cover Hooley's shift due to Hooley's attendance of the paramedic training classes and clinical sessions. In no event shall the reimbursement amount exceed the sum of Fifteen Thousand Dollars ($15,000).

(7) Upon receiving an Indiana paramedic license, Hooley agrees to serve City and the Goshen Fire Department as an active paramedic in accordance with the requirements set forth in the contract between the City of Goshen and the Goshen Firefighters Association, Local No. 1443, as amended from time to time. Hooley agrees to maintain Hooley's paramedic license as long as Hooley is required to serve City and the Goshen Fire Department as a paramedic.

(8) Hooley agrees to serve City and the Goshen Fire Department as an active paramedic for a minimum of three (3) full years. Except as provided by paragraph (10), if Hooley fails to serve City and the Goshen Fire Department as an active paramedic for three (3) full years, including termination, Hooley agrees to repay City a prorated portion of Fifteen Thousand Dollars ($15,000) or City's actual cost for Hooley to attend the paramedic training program, whichever is less. The reimbursement amount will be credited at the rate of Five Thousand Dollars ($5,000) or one-third (1/3) of City's actual cost, whichever is less, for each full year Hooley serves City and the Goshen Fire Department as an active paramedic. (Credit will not be given for partial years of service.) If City's actual cost for the paramedic training is less than Fifteen Thousand Dollars ($15,000), then City and Hooley agree to establish in writing City's actual cost for Hooley to complete the paramedic training program, including the cost of the training program and the time City paid another employee to cover Hooley's shift due to Hooley's attendance of the paramedic training classes and clinical sessions.

(9) Hooley's repayment to City is due (30) days after withdrawing from service as an active paramedic or within thirty (30) days of Hooley's last day of employment with City and the Goshen Fire Department. Interest will accrue on the unpaid balance of the repayment at the rate of eight percent (8%) per annum beginning thirty (30) days after withdrawing from service as an active paramedic or within thirty (30) days of Hooley's last day of employment with City and the Goshen Fire Department.

(10) No repayment will be due City if Hooley fails to obtain an Indiana paramedic license and/or fails to serve as an active paramedic for three (3) full years because of disability or illness which make it impractical for Hooley to obtain an Indiana paramedic license and/or to continue to serve as a paramedic in the foreseeable future, or due to death.

AMENDMENT

This agreement may be amended only by the mutual written consent of the parties and approval by the Goshen Board of Public Works and Safety.

SEVERABILITY

The provisions of this agreement are severable, and if any provision shall be held invalid or unenforceable, in whole or in part, then such invalidity or unenforceability shall affect only such provision and shall not affect any other provision of this agreement.

INDIANA LAW

This agreement shall be governed by and construed in accordance with the laws of the State of Indiana. Proper venue to enforce the terms and conditions of this agreement shall be in Elkhart County, Indiana.

BINDING EFFECT

This agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors and assigns.

ENTIRE AGREEMENT

This agreement constitutes the entire agreement between the parties, and supersedes all prior negotiations, agreements and understandings between the parties concerning the subject matter hereof.

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

City of Goshen, Indiana
Goshen Fire Department

Anthony Powell, Fire Chief
or
Phil Schrock, Assistant Fire Chief

Date: 4/8/26

Kael Hooley

Kael J. Hooley

Date: 4/8/2026

The Goshen Board of Public Works and Safety approves the terms and conditions, and ratifies the execution of this Goshen Fire Department Conditional Offer of Employment Agreement on the date set forth below.

Gina M. Leichty, Mayor

Date: _____

CITY OF GOSHEN LEGAL DEPARTMENT
Donald R. Shuler, Assistant City Attorney

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donshuler@goshencity.com ● goshen.in.gov
Phone (574) 537-3855 ● Fax (574) 533-8626 ● TDD (574) 534-3185

May 28, 2026

To: Board of Public Works and Safety

From: Don Shuler, Assistant City Attorney

Subject: Guaranteed Maximum Price Amendment No. 1 – Agreement with D-J Construction Co., Inc. for Goshen Annex Building Project

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The City and D-J Construction previously entered into an Agreement dated December 23, 2024 for renovation and improvements to the City Annex Building. The Agreement contemplated the establishment of a Guaranteed Maximum Price (GMP) by amendment upon completion of preconstruction services. Following execution of the Agreement, the City experienced funding constraints and elected to reduce the scope of the Project to focus on critical building improvements.

The attached GMP Amendment No. 1 established the GMP for the reduced Project scope in the amount of $750,000. The reduced scope consists principally of the installation of a new elevator (with associated demolition, structural framing, concrete, electrical), exterior masonry cleaning and tuckpointing, supply and installation of interior magnetic storm windows. Substantial completion of the work is required within 120 days of the City's Notice to Proceed, and Payment and Performance Bonds are required.

Suggested Motion:

Move to approve Guaranteed Maximum Price Amendment No. 1 to the Agreement with D-J Construction Co., Inc., as presented, and authorize Mayor Leichty to execute the Amendment.

GUARANTEED MAXIMUM PRICE AMENDMENT NO. 1

This Guaranteed Maximum Price Amendment No. 1 (hereinafter "GMP Amendment" or "Amendment") is made and entered into as of _____, 2026, by and between the City of Goshen, Indiana, a municipal corporation and political subdivision of the State of Indiana, by and through its City of Goshen Board of Public Works and Safety ("City" or "Owner"), and D-J Construction Co., Inc., an Indiana corporation (the "Contractor" or "CMc").

Recitals:

WHEREAS, City and Contractor are parties to that certain Agreement between City and Contractor dated December 23, 2024 for the Goshen Annex Building Project (the "Project");

WHEREAS, the scope of the Project as originally described in Section 1.1 of the Agreement included, among other items, selective demolition, renovation of the second floor, supply and installation of new partitions, a new elevator, fire suppression and alarm systems, accessible restrooms, exterior window and door renovation, exterior masonry upgrades, and limited site construction;

WHEREAS, subsequent to execution of the Agreement, City experienced significant funding constraints and elected to reduce the scope of the Project to focus on critical building improvements;

WHEREAS, the Agreement contemplates the establishment of a Guaranteed Maximum Price (GMP) by amendment for defined portions of the Work, and the parties desire to establish the GMP for a reduced scope of Work;

WHEREAS, the reduced scope described herein constitutes the entire Project scope under this Agreement, and the remaining scope items originally described in Section 1.1 of the Agreement are hereby deleted from the Project;

WHEREAS, the parties intend that all bonding, insurance, procurement, payment obligations, and other requirements of I.C. § 5-32 *et seq*. applicable to construction under the Agreement will apply to the Work as set forth herein; and

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Agreement is amended as follows:

1. **Purpose; Defined Work.**

1.1. Pursuant to Section 3.2.6 of the Agreement, City has accepted Contractor's Guaranteed Maximum Price Proposal for the Work. City and Contractor hereby amend the Agreement to establish a Guaranteed Maximum Price (GMP) for the reduced Project scope described herein, and to set forth the information and assumptions upon which the GMP is based.

1.2. The Work covered by this Amendment replaces the scope originally described in Section 1.1 of the Agreement in its entirety. The Work will consist of the following, as more particularly described in the Contractor's Budget Proposal and Specifications for Annex Misc. Renovations dated January 28, 2026 (Rev. #2):

1.2.1. General Conditions: Project management and supervision; construction equipment; coordination of waste management and recycling including provisions of dumpsters; portable toilets during construction; OSHA safety program and weekly safety inspections; liability, worker's compensation, and builders risk insurance; cleanup during and after construction including general sweeping, debris removal, and final window cleaning of all newly installed storm windows; six-foot (6') chain link fence around the construction site; and bi-weekly jobsite meetings and schedule updates to track progress.

1.2.2. Sitework: Removal of approximately one foot eleven inches (1'11") of dirt in the elevator pit area to allow for a fifteen-inch (15") pit with an eight-inch (8") slab.

1.2.3. Demolition: Demolition of the existing lift, platform, and hardware; concrete cutting and removal of approximately forty-nine (49) square feet of existing basement concrete for the new elevator pit; and demolition of the existing shaft and stairs as needed to accommodate the new shaft size.

1.2.4. Concrete: Preparation and pouring of approximately forty-nine (49) square feet of eight-inch (8") interior slab on grade for the new elevator pit; preparation and pouring of approximately twenty-five (25) square feet of eight-inch (8") thick elevator pit walls; all concrete to be 4,000 PSI gravel with rebar/welded wire mech reinforcement.

1.2.5. Masonry: Cleaning of exterior masonry surfaces using the gentlest means possible; replacement of up to one hundred (100) cracked, spalled, or damaged brick units; tuckpointing of approximately twenty percent (20%) of existing deteriorated or defective mortar joints in brick and stone masonry; patching of chipped, spalled or damaged stone units; rebuilding of exterior masonry as indicated on drawings; removal of miscellaneous abandoned fasteners; and patching of foundation wall along the east elevation as discussed during the October 30, 2025 on-site meeting.

1.2.6. Rough Carpentry: Framing of elevator shaft walls per manufacturer's shop drawings with 2x6 steel studs and structural blocking, extending shaft framing up to the second floor; framing of six-foot by six-foot (6' x 6') elevator equipment room with 2x4 steel studs up to ten feet (10'); rework of the existing staircase to allow for new elevator clearance; and reinstallation of salvaged treads and risers for the new stair width.

1.2.7. Doors and Windows: Supply and installation of eighty-one (81) custom interior magnetic storm windows with top fixed and bottom removable panels, utilizing 5/32" and 1/8" clear glass in a standard color (White, Colonial White, Beige, Bronze, or Black); and supply and install one (1) hollow metal door and frame in the new elevator equipment room.

1.2.8. Finishes: Hang, tape, and finish one (1) layer of one-inch (1") thick drywall on the inside of the new elevator shaft; hang, tape, and finish one (1) layer of 5/8" thick drywall on the outside of the elevator shaft; hang, tape, and finish one (1) layer of 5/8" thick drywall on the inside and outside of the new equipment room; hang, tape, and finish two (2) layers of 5/8" thick drywall on the ceiling of the new equipment room; fire tape on interior walls of the elevator shaft and elevator equipment room; patching as needed for stair rework; supply and installation of LVT flooring inside the new elevator; painting of new drywall on the outside of the new elevator shaft walls; painting on the inside and outside of the new elevator equipment room; and touch-up paint for stair rework.

1.2.9. Conveying: Supply and installation of one (1) standard Type 2 commercial Orion LU/LA elevator manufactured by Savaria Inc., with stops at the basement, ground level, first floor, and second floor. Features include 1,400-pound weight capacity, 1:2 cable hydraulic drive system, 30 FPM operating speed, keyless automatic push button operation, ADA hands-free telephone, fire-rated steel cab,

emergency battery backup system including cab lighting, emergency alarm and stop button, and a thirty-six (36) month limited parts warranty.

1.2.10. Plumbing: Supply and installation of one (1) fusible link damper and transfer grill installed above the doorway of the equipment room; and rerouting of the existing two-inch (2") copper water main in the basement.

1.2.11. Electrical: Disconnection of existing wheelchair lift connection; rerouting of existing light and conduit in the way of the new elevator shaft; rework of existing electrical as required for elevator shaft installation; extension of required circuits from existing panels; upgrade of the existing twenty-space (20-space) QO panel to a thirty-space (30-space) QO panel for additional breaker space; dedicated lighting for the machine room and hoist way pit; 120-volt GFCI receptacle in the machine room and hoist way pit; 208-volt three-phase elevator connection including fused disconnect (50-amp max); dedicated cab lighting circuit including fused disconnect; and supply and installation of one (1) dedicated analog phone line to the elevator equipment room.

1.2.12. Construction Documentation and Permitting: Preparation of all Issued for Construction (IFC) drawings for the LU/LA elevator installation, including cover sheet, life safety plans, structural plans, demolition plan, floor plan, cross section through lift, stair sections, and electrical power plan; and obtaining all required state permits and approvals for the elevator installation. This scope excludes civil design, SWPPP, plumbing design, and mechanical design. The not-to-exceed cost for construction documentation and permitting is Sixteen Thousand Dollars ($16,000.00), as set forth in the Contractor's Letter of Authorization (Construction Documents Authorization) dated March 11, 2026.

1.3. All other items previously listed in Section 1.1 of the Agreement that are not expressly included in Section 1(b) above are hereby deleted from the Project scope. This includes, but is not limited to: renovation of the second-floor offices (Section 1.1.2), supply and installation of new partitions and doors for office and support space (Section 1.1.3), fire suppression and alarm systems (Section 1.1.7), construction of new accessible restrooms (Section 1.1.10), and limited site construction (Section 1.1.12). Section 1.2 of the Agreement (roof replacement, gutter upgrades, eaves and fascia restoration, and new roof and attic insulation as a separate project) remains unchanged.

2. **Guaranteed Maximum Price; Components.**

2.1. City and Contractor agree that the Contract Sum shall not exceed Seven Hundred Fifty Thousand Dollars ($750,000.00) for the Work described in this Amendment, subject to additions and deductions approved by amendment(s) under the Agreement. Contractor guarantees that the Contract Sum shall not exceed this GMP; any costs that would cause the GMP to be exceeded shall be paid by Contractor without reimbursement by City.

2.2. The Contract Sum for this Amendment consists of the following components, as referenced in Section 5.2 of the Agreement: (a) Contractor's Management Fee of Five percent (5.00%) of the Cost of Work), (b) Direct Cost of Work, (c) General Conditions, and (d) Construction Contingency (not to exceed five percent (5.00%) of the GMP Construction Budget, per Section 3.2.4 of the Agreement). Any remaining balance in the Construction Contingency and any savings in Cost of Work shall be returned to City in accordance with Sections 5.2.5 and 5.2.6 of the Agreement.

2.3. Itemized Statement of GMP:

Budget Proposal Rev #2, including General Conditions	$653,900.00
Construction Documentation & Permitting (NTE)	$16,000.00
Construction Contingency	$32,695.00
Cost of the Work	$702,595.00
Contractor's Management Fee (5.00%)	$35,130.00
Owner Contingency	$12,275.00
Guaranteed Maximum Price	$750,000.00

2.4. Costs for certain General condition items shall be billed at rates agreed upon in Exhibit A in accordance with Section 5.2.3 of the Agreement.

3. **Commencement and Completion.**

3.1. Contractor may commence construction documentation and permitting activities described in Section 1.2.12 upon execution of this Amendment, without waiting for the Notice to Proceed referenced in Section 3.2 below.

3.2. The Construction Phase shall commence upon City's issuance of Notice to Proceed after City's receipt and approval of (a) Payment Bond and Performance Bond in the full amount of the GMP, as required by Section 8 and Section 9 of the Agreement and I.C. § 5-32-4-2; (b) insurance certificates compliant with Section 16 of the Agreement, and (c) applicable permits and authorities to proceed, whichever occurs last.

3.3. The Contract Time will be measured and may be adjusted as provided in the Agreement, including the provisions of Section 6.4 regarding atypical weather events.

3.4. Contractor shall achieve Substantial Completion of the Work within one hundred twenty (120) days of commencement of the Construction Phase per Section 3.2. Liquidated damages for failure to achieve Substantial Completion within this time no longer apply as stated in Section 6.4 of the Agreement.

4. **Information and Assumptions Upon Which GMP is Based.**

4.1. The GMP and Contract Time set forth herein are based on the Contract Documents and the following:

4.1.1. The Agreement between City and Contractor dated December 23, 2024.
4.1.2. 100% Design Development plans titled Goshen Annex Remodel, dated October 1, 2024, as prepared by Kil Architecture/Planning.
4.1.3. Contractor's Budget Proposal and Specifications for Annex Misc. Renovations, dated August 20, 2025, revised October 15, 2025 (Rev. #1), and revised January 28, 2026 (Rev. #2).
4.1.4. Discussions between Contractor and City, including the on-site meeting of October 30, 2025.

4.2. The following per unit costs are established within the GMP for work that may exceed base quantities:

4.2.1. Additional tuckpointing beyond the twenty percent (20%) included in the base scope, at the rate of $34.50 per square foot.
4.2.2. Additional brick replacement beyond the one hundred (100) units included in the base scope, at the rate of $107.50 per brick.

4.3. Public procurement of first-tier demolition package(s) per the requirements of I.C. § 5-32 *et seq*.

5. **Suspension of Remaining Project Scope.**

5.1. All remaining Project scope listed in Section 1.1 of the Agreement that is not expressly included in Section 1 of this Amendment is hereby permanently deleted from the Project. The reduced scope described in this Amendment constitutes the entire scope of Work under the Agreement. This provision does not waive City's rights under Section 19 of the Agreement.

6. **Preconstruction Services Fee.**

6.1. City acknowledges that Contractor has performed Preconstruction Phase services as described in Sections 3.1 and 3.2 of the Agreement. Compensation for Preconstruction Phase services in the amount of Twenty Thousand Dollars ($20,000.00) shall be paid in accordance with Section 5.1 of the Agreement and is separate from and in addition to the GMP established herein.

7. **Effect of Amendment**.

7.1. Except as expressly modified herein, the Agreement remains in full force and effect. In the event of a conflict between this Amendment and prior documents with respect to the Work described herein, this Amendment will control. Upon execution of this Amendment, the Contractor's Letter of Authorization (Construction Documents Authorization) dated March 11, 2026 will be deemed superseded and incorporated herein, and no separate authorization or payment will be required under the Letter of Authorization.

IN WITNESS WHEREOF, the Parties have executed this Amendment on the dates set forth below.

City of Goshen, Indiana	**D-J Construction Co., Inc.**
Goshen Board of Public Works and Safety	_____
	Printed: _____
_____	
Gina M. Leichty, Mayor	Title:_____
Dated:_____	Dated:_____

5/1/2026

EXHIBIT A

The following rates and conditions should be used when determining the Cost of the Work as defined in the Construction Contract.

DJ Construction Labor Rates:**

Project Executive	$1,000/month
Project Manager	$2,730/month
Project Coordinator	$1,215/month
Project Accountant	$1,215/month
Superintendent	$95.00/hour
General Laborer	$63.00/hour
Safety Manager	$100.00/hour
Quality Manager	$100.00/hour

** DJ Construction reserves the right to supplement their labor force by utilizing staffing agencies or independent contractors. In this event, DJ Construction hourly bill rates still apply. The above rates will apply when each individual is working on the City of Goshen Annex Project, either at the site location or at DJ Construction's corporate office.

DJ Construction Owned Equipment Daily Rates (Does not include Operator):

Forklift	$144.00
Dump Truck/Flatbed	$160.00
Tool Trailer	$4.00

Subcontractors, Suppliers and all other DJ Construction Vendors:
There are no identities of interest known to exist between DJ Construction and any subcontractor, supplier or vendor. As such, the Cost of the Work will be identified and determined by the invoices of those third-parties. While DJ Construction does own some of its own equipment, there are times in which DJ Construction must rent equipment from a rental company in order to supplement its own resources. In that instance, the invoice from the rental company will serve as Cost of the Work and not the rates charged for DJ Construction Owned Equipment.

Other Rates

1. General Liability will be charged at $945/month.
2. Procore Technology will be charged at $430/month.
3. Change Directives and Change Orders will be subject to the terms in this exhibit.

Rates in this Exhibit are not subject to accounting audit.

CITY OF GOSHEN LEGAL DEPARTMENT
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www.goshen.in.gov

May 28, 2026

To: Board of Public Works and Safety

From: Shannon Marks, Legal Compliance Administrator

Subject: Resolution 2026-09, City of Goshen Sidewalk Program

It is recommended that the Board approve Resolution 2026-09 for the City of Goshen Sidewalk Program. The Sidewalk Program establishes a framework for identifying public sidewalk needs and prioritizing public sidewalk improvements located within the public right-of-way, including providing funding assistance to property owners for the repair or replacement of eligible sidewalk segments.

Suggested Motion:

Move to adopt Resolution 2026-09, City of Goshen Sidewalk Program.

GOSHEN BOARD OF PUBLIC WORKS AND SAFETY

RESOLUTION 2026-09

City of Goshen Sidewalk Program

WHEREAS, the City Engineering Department maintains an inventory of public sidewalks, including public sidewalks located within the public right-of-way, documenting sidewalks in need of repair or replacement, and identifying areas where public sidewalks do not exist ("Sidewalk Inventory");

WHEREAS, the Sidewalk Inventory includes the City Engineering Department's assessment of the condition of each public sidewalk segment and assigns a score to each segment based on the number and severity of defects;

WHEREAS, the City Engineering Department also receives public input concerning the condition of public sidewalks;

WHEREAS, the Sidewalk Inventory and public input are used to guide strategic and policy-driven decisions regarding the budgeting for and prioritization of public sidewalk improvements;

WHEREAS, the City annually allocates funding to be used for public sidewalk improvements; and

WHEREAS, the City of Goshen Sidewalk Program establishes a framework for identifying public sidewalk needs and prioritizing public sidewalk improvements located within the public right-of-way, including providing funding assistance to property owners for the repair or replacement of eligible sidewalk segments.

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

1. Determination of Sidewalk Need and Prioritization. The need for, and prioritization of, the installation, repair, or replacement of public sidewalks shall be determined based on the following:

    1.1. The Sidewalk Inventory maintained and periodically updated by the City Engineering Department identifying existing public sidewalks in need of repair or replacement, and identifying areas within the public right-of-way where public sidewalks do not currently exist.

    1.2. The condition of each existing public sidewalk segment as evaluated by the City Engineering Department and assigned a condition score based on the number and severity of defects with a score of 1 representing the worst condition and a score of 10 representing the best condition, consistent with the City of Goshen Title II/ADA Transition Plan.

1.3. Public input from residents concerning public sidewalks that are subsequently inspected by the City Engineering Department.

1.4. Priority for public sidewalk installation, repair, or replacement shall be determined based on consideration of the following factors, including, but not limited to:

1.4.1. The public sidewalk segment's condition score as determined by the City Engineering Department;

1.4.2. The location of public sidewalks in need of installation, repair or replacement, including sidewalks that are located in areas of future roadway or utility improvement projects, where such installation, repair and/or replacement of sidewalks may be completed as part of the larger public project;

1.4.3. Public sidewalk improvements needed to achieve compliance with the Americans with Disabilities Act ("ADA");

1.4.4. The public sidewalk proximity to high traffic areas, school zones, hospital zones, or other points of interest;

1.4.5. Funding appropriated by the Goshen Common Council for public sidewalk improvement purposes, along with the availability of other funding sources; and

1.4.6. The availability and allocation of resources such as staffing, equipment, and materials.

1.5. All City-funded public sidewalk improvements shall comply with the 2010 Americans with Disabilities Act Standards for Accessible Design, the 2023 Public Right-of-Way Accessibility Guidelines ("PROWAG"), and any subsequent amendments or successor standards thereto, to the maximum extent feasible.

2. <u>Sidewalk Funding Assistance Program</u>.

2.1. The Sidewalk Funding Assistance Program is available to property owners for sidewalk repair or replacement located within the public right-of-way and parallel to a city street at the property owner's real estate.

2.2. Subject to funding availability, public sidewalk repair or replacement may qualify for funding assistance under the Sidewalk Funding Assistance Program based on the condition score assigned to the public sidewalk segment, as follows:

2.2.1. Sidewalk segments scored 1 through 3 (severe defects): Eligible for repair or replacement using City funds through the Sidewalk Funding Assistance Program, with no cost to the property owner;

2.2.2. Sidewalk segments scored 4 through 6 (moderate defects): Eligible for repair or replacement using City funds through the Sidewalk Funding Assistance Program, where the City and property owner each pay fifty percent (50%) of the costs.

2.2.3. Sidewalk segments scored 7 through 10 (minor or no defects): Not eligible for City funding assistance through the Sidewalk Funding Assistance Program.

2.3. ADA Compliance and Adjacent Surfaces. For the purposes of this section, sidewalk improvements shall be considered part of a continuous pedestrian access route as defined by PROWAG.

2.3.1. When public sidewalk improvements under the Sidewalk Funding Assistance Program necessitate modifications to adjacent surfaces in order to achieve ADA compliance, including, but not limited to, driveway approaches, transition areas between driveways and sidewalks, and grading within the public right-of-way, the resulting public sidewalk improvements must comply with the applicable ADA requirements. Where such modifications extend onto private property or involve elements not owned or maintained by the City, the City may require the property owner to pay the cost for such modifications.

2.3.2. In all cases, the City shall ensure the resulting pedestrian access route complies with applicable ADA requirements to the maximum extent feasible.

2.4. Funding under the Sidewalk Funding Assistance Program shall be limited to funds appropriated by the Goshen Common Council and earmarked for this Program.

2.5. Property owners wishing to participate in the Sidewalk Funding Assistance Program shall apply with the City Engineering Department.

2.6. The City and the property owner shall enter into a written agreement establishing each party's respective cost responsibilities under the Sidewalk Funding Assistance Program. The City of Goshen Civil Engineer is authorized to execute such agreements on behalf of the City of Goshen without further approval of the Board of Public Works and Safety.

3. Performance of Work. The City of Goshen may perform public sidewalk installation, repair, or replacement work using City employees or through contracts procured in accordance with applicable purchasing and public works requirements.

4. Funding. The Board of Public Works and Safety hereby approves the use of appropriated funds, grants, tax increment financing revenues, and other available funding sources for public sidewalk improvements identified pursuant to the Sidewalk Program.

5. Annual Summary. City Engineering Department shall prepare and maintain an annual summary identifying public sidewalk locations installed, repaired, or replaced, together with the associated costs incurred under the Sidewalk Program. This annual summary shall be used to evaluate the effectiveness of the Sidewalk Program, support future budgetary and policy decisions, and promote transparency and accountability in the expenditure of public funds.

6. Prior Resolution. This Resolution repeals and replaces Resolution 2018-08 adopted January 29, 2018.

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

_____
Gina M. Leichty, Mayor

_____
Mary Nichols, Member

_____
Orv Myers, Member

_____
Michael A. Landis, Member

_____
Barb Swartley, Member

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: Goshen Board of Public Works

From: Goshen Engineering

RE: STEURY AVENUE & LINCOLN AVENUE RECONSTRUCTION & DRAINAGE IMPROVEMENTS – CHANGE ORDER NO. 7 (JN: 2019-0046)

Date: May 28, 2026

Niblock Excavating has consistently encountered pockets of trapped groundwater flowing within existing utilitiy trenches in Phase II of this project. In order to intercept and drain groundwater away from the propsed roadway subbase, City staff and Niblock believe that additional underground drainage is necessary. This consists of additional 6-inch perforated PVC pipes at the intersection of Lincoln Avenue and Steury Avenue, as well as field-perforating the proposed 12-inch PVC storm pipes in locations where these cross the roadway. Perforated pipes will be encased in clean No. 8 aggregate, lined with geotextile. Tracer wire would be run with the 6-inch perforated pipes to aid location.

Niblock Excavating provided linear foot prices of $149 for the 6-inch pipes and $159 for the 12-inch pipes, each including all labor and materials. The 6-inch price is comparable to the cost for similar underground drainage installed during the City's recent reconstruction of Hackett Road. Niblock has requested seven (7) days to be added to the contract to complete this work.

Goshen Engineering requests that the Goshen Board of Public Works approve Change Order No. 7 for $88,130. This change, along with previous changes, increases the value of the contract by 3.26%. Goshen Redevelopment approved Change Order No. 7 at the May 12, 2026, Redevelopment Commission meeting.

Suggested Motion: *Move to approve Change Order No. 7 in the amount of $88,130.00 and an additional seven days, to provide underground drainage.*

CHANGE ORDER FORM

Change Order No. 7
Date: 5/12/2026

CITY OF GOSHEN, INDIANA
OFFICE OF THE CITY ENGINEER
204 E. Jefferson Street, Suite 1
Goshen, IN 46528

OWNER: City of Goshen

PROJECT NAME: Steury Avenue and Lincoln Avenue Reconstruction Project

PROJECT NUMBER: 2019-0046

CONTRACTOR: Niblock Excavating, Inc.

I. DESCRIPTION OF WORK INVOLVED (Use additional sheets if needed)

Niblock Excavating has consistently encountered pockets of trapped groundwater flowing within existing utilitiy trenches. In order to intercept and drain groundwtaer away from the propsed roadway subbase, 6-inch perforated PVC pipes will be added at the intersection of Lincoln Avenue and Steury Avenue. Where 12-inch PVC storm pipes will cross the roadway, these will be field-perforated to provide additional drainage points. Perforated pipes will be encased in clean No. 8 aggregate and geotextile. Tracer wire will be run with the 6" perforated pipes to aid location. Seven (7) days will be added to the contract to complete this additional work.

CO 7.1	Storm Sewer Pipe, Perforated, SDR35 6" with tracer wire	250 LFT	@ $149.00	---------	$37,250.00
CO7.2	Storm Sewer Pipe, Perforated, SDR35, 12"	320 LFT	@ $159.00	---------	$50,880.00

Subtotal= $88,130.00

II. ADJUSTMENTS IN AMOUNT OF CONTRACT

1. Amount of original contract	$9,097,758.00
2. Net (Addition/~~Reduction~~) due to all Previous Contract Supplements Numbers 1 to 6	$208,094.00
3. Amount of Contract, not including this supplement	$9,305,852.00
4. Addition/~~Reduction~~ to Contract due to this supplement	$88,130.00
5. Amount of Contract, including this supplemental	$9,393,982.00
6. Total (Addition/~~Reduction~~) due to all Change Orders (Line 2 + Line 4)	$296,224.00
7. Total percent of change in the original contract price Includes Change Order No. 1 to 7 (Line 6 divided by Line 1)	3.26%

III. CONTRACT SUPPLEMENT CONDITIONS

1. The contract completion date established in the original contract or as modified by previous Contract Supplement(s) is hereby **extended/~~reduced~~** by 7 calendar days, making the final completion date August 18, 2026.

2. Any additional work to be performed under this Contract supplement will be carried out in compliance with the specifications included in the preceding Description of Work Involved, with the supplemental contract drawing designed as _____, and under the provisions of the original contract including compliance with applicable equipment specifications, general specifications and project specifications for the same type of work.

3. This Contract Supplement, unless otherwise provided herein, does not relieve the contractor from strict compliance with the guarantee provisions of the original contract, particularly those pertaining to performance and operation of equipment.

4. The contractor expressly agrees that he will place under coverage of his Performance and Payment Bonds and contractor's insurance, all work covered by this Contract Supplement. The contractor will furnished to the owner evidence of increased coverage of this Performance and Payments bonds for the accrued value of all contract supplements, which exceed the original contract price by twenty (20) percent.

CHANGE ORDER FORM

Change Order No. 7

RECOMMENDED FOR ACCEPTANCE

Dustin K. Sailor 5.07.26

Dustin K. Sailor, P.E.
Director of Public Works

ACCEPTED: REDEVELOPMENT
CITY OF GOSHEN, INDIANA

BY: Becky Hutsell

Becky Hutsell, Redevelopment Director

ACCEPTED: BOARD OF PUBLIC WORKS AND SAFETY
CITY OF GOSHEN, INDIANA

_____
Mayor

_____
Member

_____
Member

_____
Member

_____
Member

ACCEPTED: CONTRACTOR

_____

BY: _____
Signature of authorized representative

_____
Printed

_____
Title

Engineering Department
CITY OF GOSHEN
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MEMORANDUM

TO: Board of Works and Safety and Stormwater Board

FROM: Goshen Engineering

RE: ASPHALT PAVING PROJECT (JN: 2024-0002) B

DATE: May 28, 2026

Attached please find Change Order No. 3 – A Balancing Change Order.

Change Order No. 3 reduces the amended contract price by $306,716.22 making the final contract amount $4,348,010.79. This amount is 4.79% under the contract amount of $4,654,727.00 due to the previous change orders.

Contract amount as previously amended	**$4,654,727.00**
Change Order No. 3	$ -306,716.22
Revised contract amount	**$4,348,010.79**

Suggested Motion: Move to approve the balancing Change Order No. 3 by reducing the contract by $306,716.22, for a final contract amount of $4,348,010.79.

CHANGE ORDER FORM

Change Order No. 3
Date: 5/28/2026

CITY OF GOSHEN, INDIANA
OFFICE OF THE CITY ENGINEER
204 E. Jefferson Street, Suite 1
Goshen, IN 46528

OWNER: City of Goshen

PROJECT NAME: Asphalt Paving Project

PROJECT NUMBER: 2024-0002 B

CONTRACTOR: Phend & Brown

I. DESCRIPTION OF WORK INVOLVED (Use additional sheets if needed)

Line item adjustments to serve as a balancing change order to close the project.

4A	HMA Surface, No. 11 2.0" (Note: This balances the line item out)	-124.1 SYD	@	$82.50	.....	-$10,236.60
5A	Asphalt for Tack Coat (Note: This balances the line item out)	0.2 TON	@	$800.00	.....	$168.00
6A	Reset Castings, All Types (Note: This balances the line item out)	3 EA	@	$2,900.00	.....	$8,700.00
7A	Valve Box Adjustment (Note: This balances the line item out)	-15.00 EA	@	$1,400.00	.....	-$21,000.00
8A	Thermo, White, Stop Bar, 24" (Note: This balances the line item out)	-15.00 LFT	@	$15.00	.....	-$225.00
9A	Thermo, White, Single Line, 6" (Note: This balances the line item out)	386.00 LFT	@	$3.00	.....	$1,158.00
10A	Thermo, Yellow, Single Line, 12" (Add#1) (Note: This balances the line item out)	300 LFT	@	$10.00	.....	$3,000.00
11A	Thermo, White, Single Line, 12" (Add#1) (Note: This balances the line item out)	-35 LFT	@	$10.00	.....	-$350.00
12A	Thermo, Yellow, Single Line, 6" (Note: This balances the line item out)	686 LFT	@	$2.25	.....	$1,543.50
13A	Thermo, White, Arrow (Note: This balances the line item out)	-2 EA	@	$150.00	.....	-$300.00
15A	Thermo, White, Continental Crossing (Note: This balances the line item out)	-276 LFT	@	$15.00	.....	-$4,140.00
6B	Milling, 2.0" (Note: This balances the line item out)	638 SYD	@	$2.75	.....	$1,754.50
7C	Curb Removal (All Types) (Note: This balances the line item out)	-66 LFT	@	$16.00	.....	-$1,056.00
8B	Sidewalk Removal (All Types) (Note: This balances the line item out)	-201 SYD	@	$22.00	.....	-$4,421.34
		This Page			=	-$25,404.94

CHANGE ORDER FORM

Change Order No. 3
Date: 5/28/2026

9B	Mailbox Relocation (Note: This balances the line item out)	-2 EA	@	$205.00	.....	-$410.00
10B	Common Excavation (Undistributed) (Note: This balances the line item out)	628 CYD	@	$34.00	.....	$21,367.13
11B	B-Borrow (Undistributed) (Note: This balances the line item out)	-100 CYD	@	$84.00	.....	-$8,400.00
13B	Concrete Curb (All Types) (Note: This balances the line item out)	162 LFT	@	$60.00	.....	$9,720.00
14B	Concrete Sidewalk, 4" (Undistributed) (Note: This balances the line item out)	-251 SYD	@	$118.00	.....	-$29,648.68
15B	ADA Ramp w/Truncated Domes (27 ea) (Note: This balances the line item out)	61.0 SYD	@	$330.00	.....	$20,143.20
16B	ADA Ramp w/o Truncated Domes (27 ea) (Note: This balances the line item out)	18.6 SYD	@	$315.00	.....	$5,849.55
17B	HMA Surface, No. 11, 1.5" (Note: This balances the line item out)	92.23 TON	@	$98.00	.....	$9,038.54
18B	HMA Binder, No.8, 2.0" (Note: This balances the line item out)	137.69 TON	@	$87.00	.....	$11,979.03
19B	HMA Base, No. 5, 4.0" (Note: This balances the line item out)	-230 TON	@	$81.00	.....	-$18,596.79
20B	Asphalt for Tack Coat (Note: This balances the line item out)	-1 TON	@	$800.00	.....	-$968.00
21B	Crushed/Recycled Concrete No.53 (Note: This balances the line item out)	-168 TON	@	$34.00	.....	-$5,722.54
23B	Reset Castings, All Types (Note: This balances the line item out)	-6 EA	@	$2,500.00	.....	-$15,000.00
25B	Thermo, White, Stop Bar, 24" (Note: This balances the line item out)	-10 LFT	@	$15.00	.....	-$150.00
26B	Thermo, White, Single Line, 4" (Note: This balances the line item out)	696 LFT	@	$2.00	.....	$1,392.00
27B	Thermo, White, Single Line, 6" (Note: This balances the line item out)	342 LFT	@	$5.00	.....	$1,710.00
28B	Thermo, Yellow, Single Line, 4" (Note: This balances the line item out)	106 LFT	@	$2.00	.....	$212.00
31B	Thermo, White, Continental Crossing (Note: This balances the line item out)	63 LFT	@	$15.00	.....	$945.00
5C	Pavement Removal (All Types) (Note: This balances the line item out)	-2296 SYD	@	$12.00	.....	-$27,552.00

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CHANGE ORDER FORM

Change Order No. 3
Date: 5/28/2026

6C	Sidewalk Removal (All Types) (Note: This balances the line item out)	-12.78 SYD	@	$42.00	.....	-$536.76
7C	Concrete Removal (All Types) (Note: This balances the line item out)	-3.00 LFT	@	$18.00	.....	-$54.00
8C	Common Excavation (Undistributed) (Note: This balances the line item out)	-100 CYD	@	$34.00	.....	-$3,400.00
9C	B-Borrow (Undistributed) (Note: This balances the line item out)	-100 CYD	@	$84.00	.....	-$8,400.00
11C	Concrete Curb, All Types (Note: This balances the line item out)	-3.00 LFT	@	$78.00	.....	-$234.00
12C	Concrete Sidewalk, 4" (Undistributed) . (Note: This balances the line item out)	-13 SYD	@	$118.00	.....	-$1,508.04
13C	ADA Ramp w Truncated Domes (Note: This balances the line item out)	-20.00 SYD	@	$295.00	.....	-$5,900.00
14C	HMA Surface, No. 11, 1.5" (Note: This balances the line item out)	-175.22 TON	@	$97.00	.....	-$16,996.34
15C	HMA Base, No. 5, 4.0" (Note: This balances the line item out)	-585.35 TON	@	$77.00	.....	-$45,071.95
16C	Asphalt for Tack Coat (Note: This balances the line item out)	-0.91 TON	@	$800.00	.....	-$728.00
17C	Crushed/Recycled Concrete No.53 (Note: This balances the line item out)	-406.72 TON	@	$35.00	.....	-$14,235.20
18C	Geogrid, Tensar NX750-FG (Note: This balances the line item out)	-2296 SYD	@	$9.00	.....	-$20,664.00
19C	Reset Castings, All Types (Undistributed) (Note: This balances the line item out)	-1.00 LSUM	@	$9,500.00	.....	-$9,500.00
5D	INDOT Casting, 15 (Note: This balances the line item out)	-5.00 EA	@	$3,900.00	.....	-$19,500.00
6D	INDOT Casting 13 (Note: This balances the line item out)	-2.00 EA	@	$3,500.00	.....	-$7,000.00
7D	Remortar Pipe into Structure (Note: This balances the line item out)	-7.00 EA	@	$11,400.00	.....	-$79,800.00
9D	Curb & Gutter, 24" (Note: This balances the line item out)	474 LFT	@	$150.00	.....	$71,100.00
10D	Concrete Flatwork, Plain, 9" (Note: This balances the line item out)	45.50 SYD	@	$380.00	.....	$17,290.00
11D	Compacted Aggregate, No. 8 Limestone (Note: This balances the line item out)	-397 TON	@	$70.00	.....	-$27,790.00
12D	Compacted Aggregate, No. 53, Type O (Note: This balances the line item out)	-150 TON	@	$270.00	.....	-$40,500.00

This Page = -$213,428.29

CHANGE ORDER FORM

Change Order No. 3
Date: 5/28/2026

CO1.1	PCCP for Approaches, 6" (Note: This balances the line item out)	112.4 SYD	@	$215.00	.....	$24,166.00
CO1.2	PCCP for Approaches, 9" (Note: This balances the line item out)	-28.19 SYD	@	$240.00	.....	-$6,765.60
CO2.1	Crushed / Recycled Concrete No. 2 (Note: This balances the line item out)	125.87 TON	@	$52.50	.....	$6,608.18
CO3.1	Credit for Kercher Structures (Note: This balances the line item out)	-1.00 LSUM	@	$67,800.00	.....	-$67,800.00

This Page = -$43,791.43

Total of Pages 1-4 -$306,716.22

CHANGE ORDER FORM

Change Order No. 3
Date: 5/28/2026

II. ADJUSTMENTS IN AMOUNT OF CONTRACT

1. Amount of original contract	$4,566,927.00
2. Net (Addition/~~Reduction~~) due to all Previous Contract Supplements Numbers 1 to 2	$87,800.00
3. Amount of Contract, not including this supplement	$4,654,727.00
4. ~~Addition~~/Reduction to Contract due to this supplement	($306,716.22)
5. Amount of Contract, including this supplemental	$4,348,010.79
6. Total (/ Addition/~~Reduction~~) due to all Change Orders (Line 2 + Line 4)	($218,916.22)
7. Total percent of change in the original contract price Includes Change Order No. 4 to 3 (Line 6 divided by Line 1)	-4.79%

III. CONTRACT SUPPLEMENT CONDITIONS

1. The contract completion date established in the original contract or as modified by previous Contract Supplement(s) is herby **extended/~~reduced~~** by **0** calendar days, making the final completion date N/A.

2. Any additional work to be performed under this Contract supplement will be carried out in compliance with the specifications included in the preceding Description of Work Involved, with the supplemental contract drawing designed as _____, and under the provisions of the original contract including compliance with applicable equipment specifications, general specifications and project specifications for the same type of work.

3. This Contract Supplement, unless otherwise provided herein, does not relieve the contractor from strict compliance with the guarantee provisions of the original contract, particularly those pertaining to performance and operation of equipment.

4. The contractor expressly agrees that he will place under coverage of his Performance and Payment Bonds and contractor's insurance, all work covered by this Contract Supplement. The contractor will furnished to the owner evidence of increased coverage of this Performance and Payments bonds for the accrued value of all contract supplements, which exceed the original contract price by twenty (20) percent.

CHANGE ORDER FORM

Change Order No. 3
Date: 5/28/2026

RECOMMENDED FOR ACCEPTANCE

_____
Dustin Sailor, PE

ACCEPTED: BOARD OF PUBLIC WORKS
CITY OF GOSHEN, INDIANA

_____
Mayor

_____
Member

_____
Member

_____
Member

_____
Member

_____
Member

ACCEPTED: CONTRACTOR

Phend & Brown

BY: _____
Signature of authorized representative

_____
Printed

_____
Title

Engineering Department
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MEMORANDUM

TO: Board of Works and Safety and Stormwater Board

FROM: Brad Minnick, P.E., City Civil Engineer

RE: MAPLE INDIAN – 127 S. MAIN STREET
OUTDOOR SEATING REQUEST (JN: STREETS – R/W – OUTDOOR SEATING)

DATE: May 28, 2026

The Maple Indian, located at 127 S. Main Street has provided a sufficient Temporary Outdoor Seating in the Public Right-of-way application for 2026.

Goshen Engineering recommends approval of the Maple Indian's Outdoor Seating in the Public Right-of-way application through October 30, 2026.

Requested Motion: *Move to permit the Maple Indian to install outdoor seating as detailed and in accordance with the requirements contained in the Temporary Outdoor Seating in Public Right-of-way application through October 30, 2026.*

Application for Temporary Outdoor Seating in Public Right-of-Way

City of Goshen, Indiana

Name of Business: Maple Indian	***Business Phone Number:*** 574-533-0000
Applicant Name: Rosie Singh	***Applicant Phone Number:*** (required for after-hours contact) 269-352-6400
Address: 127 S. Main St Goshen 46526	
Installation Date: (On or After April 1st) ASAP	***Removal Date:*** (On or Before October 30th) Oct 11. 26

PERMIT APPLICANT Rosie Singh Signature May 3.26 Date

LIABILITY INSURANCE REQUIREMENTS: $1M General Liability Insurance ☑ Yes ☐ No

APPLICATION FEE: The fee for each Outdoor Seating Right-of-Way application shall be $20.00. Please make check payable to: "CITY OF GOSHEN"

Date Paid 5.12.26 ☑ Cash ☐ Check # _____

City of Goshen "Approval of Permit"

City Engineer	Date	Gina Leichty, Mayor	Date
Michael Landis, Board Member	Date	Mary Nichols, Board Member	Date
Barb Swartley, Board Member	Date	Orv Myers, Board Member	Date

Application Checklist

- ☑ Complete the application form
- ☑ Attach a scaled drawing showing the design of the installation with dimensions
- ☑ Include signed letters of support from adjacent property owners, if applicable
- ☑ Provide pictures or drawings that illustrate the materials to be used in the installation
- ☑ Provide a brief description of operations including if alcohol sales will occur and hours of operation
- ☑ Supply certificate of liability insurance naming the City as an additional insured
- ☐ If vehicular traffic will be impacted by construction, include an installation and removal plan showing traffic maintenance accommodations
- ☑ Create and provide a maintenance checklist

Application Requirements

Establishments in the Downtown Business District serving food and/or beverages as the primary offering, or banquet facilities and rentable space permitted to allow catering services at the facility may request approval from the City of Goshen to place additional temporary seating outside of the facility in the portion of the public right-of-way directly adjacent to the property. For the purposes of this document, the Downtown Business District is defined as the area being along or between 2nd Street and 5th Street while also being along or between Pike Street and Madison Street. The portion of the public right-of-way directly adjacent to the neighboring properties may also be utilized upon written consent of the that property owner as long as all utilized portions of the right-of-way are contiguous. All approved installations and placement of private effects within the public right-of-way must be temporary and will only be allowed from April 1st to October 30th, at which time, the outdoor seating within the right-of-way privilege expires and the right-of-way must be returned to its original condition. Applications must be submitted on a yearly basis and all requests to the City of Goshen will require the following criteria be met prior to approval:

- All seating must allow access to public utilities, waste collection receptacles, hydrants, alleys, manhole covers, ADA parking spaces, and driveways; and must adhere to all standard codes, rules and guidelines for such establishments, including those set forth by the Indiana Alcohol and Tobacco Commission, if applicable.
- At a minimum, a 5-foot walkway must be maintained free of all obstructions on either:
  1. A portion of the sidewalk with a cross slope of 2.0% or less, or
  2. The most level 5-foot wide section of walkway as determined by the Engineering Department.
- If table service is to be offered, separation must be provided between seating and walkway through placement of a vertical barrier with a minimum height of 36 inches. The barrier must be free-floating, not damage the sidewalk surface, and not cause a trip hazard within the defined walkway.

- All necessary electrical connections must be encased in a cord safety cover.

Temporary walkways and seating areas constructed in adjacent parking spaces must be approved by the Board of Public Works and Safety, will be approved subject to parking demand, and will require the following criteria be met:

- All temporary walkways and seating areas must be on constructed surfaces that are a minimum of four inches high along the travel lane of the adjacent roadway, covered in slip-resistant material, and have a minimum load-bearing weight of 100 lbs./sq. ft.
- All temporary walkway and seating construction must allow the existing drainage patterns to be maintained and must provide a clear area adjacent to the curb in the roadway to allow runoff to flow. The required opening shall be no less than 12 inches in width and have a height of two inches or the height of the adjacent curb, whichever is greater.
- Constructed walkways must meet all guidance set forth in the U.S. Access Board's Proposed Rights-of-Way Accessibility Guidelines and prov ay width of five feet.
- All temporary walkways and seating ed from the adjacent roadway with a vertical barrier that is a minimum of 36-inch arrier must be rigid, fastened securely to the constructed surface, and have no er than 6-inches. The vertical barrier, or delineators/bollards with reflective ta o the barrier, must be placed between 18 and 36 inches away from the lane line of ne and must be easily visible to the traveling motorist on said facility.

1. the alley was closed without prior authorization during time of boring; it was also left closed

- A 3-foot clear area must be provided ~~as a buffer between~~ any construction and the closest parking space or driveway and the installation cannot obstruct vehicle sight lines as determined by the Engineering Department.
- Where requested by the City, additional separation and or protection may be required on the upstream end (end at risk of vehicle impact) of the construction. These determinations will be based on vehicle speed and a driver expectancy* in the adjacent roadway.

  ***Driver expectancy** refers to a driver's readiness to respond to hazards that are expected to be in a particular type of roadway corridor. If a hazard is atypical to the corridor than it is considered to be outside the expectancy of the driver.

Operation and Maintenance

Applicants are solely responsible for the maintenance and upkeep of their installations. This includes all duties and costs related to keeping the installation clean and in good condition. Areas should be cleaned each day of operation and any damage repaired promptly. Proper maintenance is a condition of the permission to install, and failure to conduct proper maintenance will result in the loss of permissions. The following list should be used as a minimum maintenance checklist:

- Wipe down table and chairs
- Clean up rubbish within and around the area
- Sweep in and around the area
- Remove debris against the outside edge of the barrier and along curb to help maintain free flow of runoff
- Water and maintain installed plantings

The City reserves the right to remove the installation if emergency or utility work needs to be conducted. The applicant will be responsible for all costs associated with the disassembly and removal of the installation.

Terms and Conditions

By applying for the Outdoor Seating in Public Right-of-Way of the Downtown Business District, Applicant agrees and shall comply with all terms and conditions included in this application and any related permit issued by the City of Goshen ("City"), which terms and conditions are detailed herein. Applicant acknowledges and agrees that the City may, in its sole discretion, deny or reject any application site that presents safety or traffic circulation concerns. Further, the City may, in its sole discretion, limit, reduce, or revoke any permit issued that presents safety or traffic circulation concerns.

A. **General Terms and Conditions.** Applicant acknowledges that this and any permit issued are revocable, at the sole discretion of the City, and temporary. As a result, any permit issued by the City shall be a revocable, temporary license permitting the applicant to operate an outdoor seating area for a limited period of time. Any permit issued creates no other property interest than a revocable license. This or any permit issued does not create a private right to occupy the public right-of-way or diminish the Mayor's, or his or her designee, authority to oversee and manage the use of the public right-of-way in the City's best interest. This revocable right-of-way privilege for outdoor seating is subject to modification or revocation at the City's sole discretion. For installations with impacts to parking spaces or vehicular alleyways, Applicant agrees and acknowledges that the City's Engineering Department will review the application and approve or deny the application for submission to the Board of Public Works and Safety and that the City's Board of Public Works and Safety will review the application and grant, grant with conditions, or deny the application. Applicant agrees and acknowledges that for all other installations the City's Engineering Department will review the application and grant, grant with conditions, or deny the application. Applicant agrees and acknowledges

Add to your search

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6 1

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AI Overview

- **Maple Indian Cuisine** is located at 127 South Main Street in Goshen, Indiana.
- The restaurant specializes in North Indian dishes and features an all-you-can-eat lunch buffet.
- Popular menu items include chicken tikka masala, garlic naan, and mango lassi.
- The business has been operating in downtown Goshen since opening in September 2014. DoorDash +3

Show more

www.woldruffsfootwear.com

To:

City of Goshen
Board of Public Works & Safety

204 E. Jefferson Street
Suite 1

From:

Tim Hethcote
Owner – Woldruff's Footwear & Apparel

Date:

May 7, 2026

Dear Goshen Board of Public Works & Safety,

I'm writing to express my support for Maple Indian Cuisine, the business next door to our shoe store, and their outdoor customer dining. Maple Indian Cuisine is a fantastic business on Main Street in Goshen and has for many years treated their customers to an outdoor dining experience. We are in full support of their continued ability to do so and welcome the additional foot traffic it encourages in the heart of downtown Goshen.

Please, reach out to me with any questions or concerns.

Thank you,

Tim Hethcote
Owner

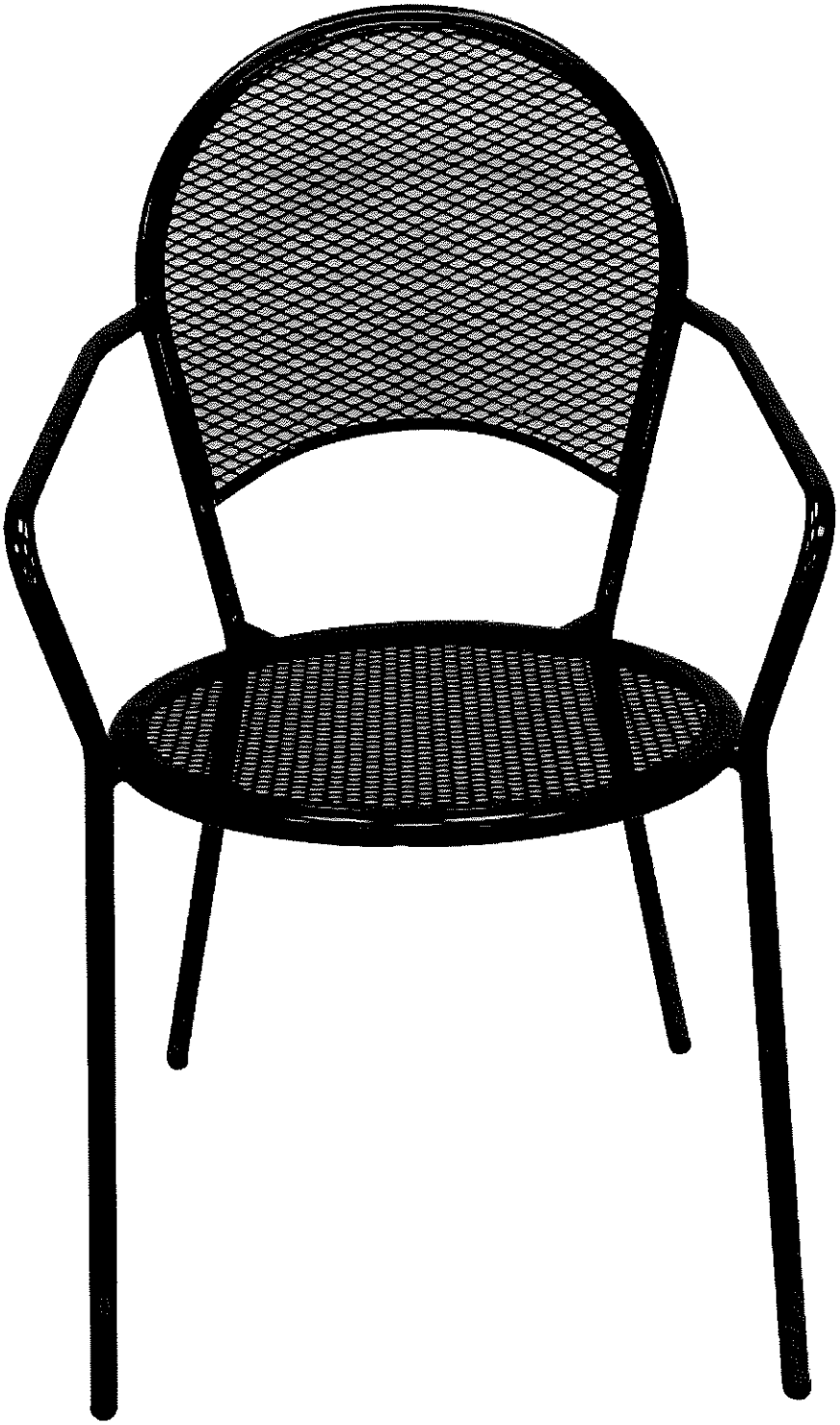
129 & 135 S. Main Street
Goshen, IN 46526
(574) 534-5088
footwear@woldruffs.com

Woldruff's
FOOTWEAR & APPAREL

Huge buyout! Up to 70% off!

More in Cooking Equipment

Huge buyout! Up to 70% off!



Convenience Cooking Equipment Accessories
Crepe & Waffle Maker
Exhaust Hoods
Warming & Holding
Gas Hoses & Restraining Cables
Hot Plates
ave Cookers & Out Warmers r Salamander Cook & Broilers g Sandwich Pas Grills Cookers s
Sign Up

To whom It May Concern,

Writing on behalf of Maple Indian Cuisine to request approval for outdoor seating at our establishment.

Please note that this seating area will not have fencing and no alcohol will be served outdoors. Our goal is simply to provide a comfortable and welcoming space for guest to enjoy their meals.

Sincerely,

Maple Indian Cuisine

Hours of operation: Monday through
Saturday: 11 am - 3 pm and 4 pm - 9 pm

Sunday: 11 am - 3 pm

moralesrosie@ymail.com

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 04/23/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Salinas Insurance Agency Inc
2938 S Main St
Elkhart, IN 46517
License #: 832394

CONTACT NAME: Carl Salinas
PHONE (A/C, No, Ext): (574)970-0312 FAX (A/C, No): (574)970-0377
E-MAIL ADDRESS: carl@salinasagency.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Erie Insurance Exchange	26271
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Maple Indian Cuisine Inc
Maple Indian Cuisine Inc
127 S Main St
Goshen, IN 46526-3701

COVERAGES CERTIFICATE NUMBER: 00003017-260423114449 REVISION NUMBER: 1

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. *LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. LIMITS SHOWN ARE INCLUSIVE OF AMOUNTS REQUESTED BY THE CERTIFICATE HOLDER AND MAY NOT REFLECT POLICY LIMIT AMOUNTS IN EXCESS OF THOSE REQUESTED. *Not Applicable in WY

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			Q46-1650732	10/16/2025	10/16/2026	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY PRO-JECT X LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED / RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

City of Goshen
202 S 5th St
Goshen, IN 46528

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Carl Salinas (CRS)

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Outdoor Tables and Chairs Maintenance Checklist

This checklist helps ensure that the tables and chairs remain in good condition, providing a pleasant dining experience for customers and maintaining a clean appearance for those passing by on the sidewalk.

Daily Maintenance

- Inspect for damage
- Clean Surfaces
- Check Stability

Monthly Maintenance

- Deep Cleaning

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: Goshen Board of Public Works & Safety

FROM: Goshen Engineering

RE: CLOSURE OF PARKING SPACES / SIDEWALK FOR VAULT PROJECT

DATE: May 28, 2026

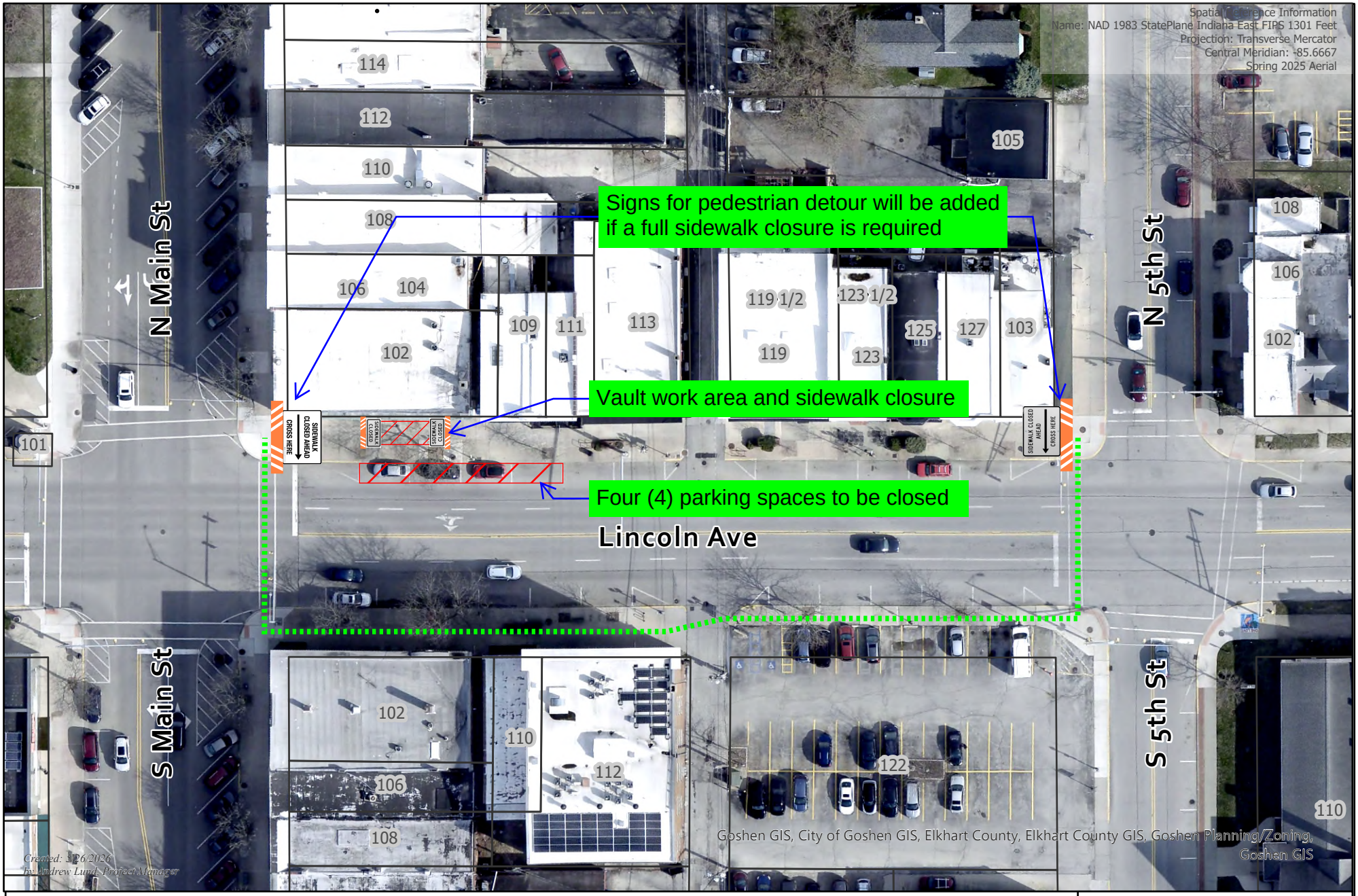
Yaw Construction will be working on closing the vault at the Abogado Law Firm office, 102 North Main Street. We are requesting four parking spaces be closed: four on the south side of the building to accommodate dump trailers and trucks. The sidewalk on the south side of the building will need to be closed also for safety.

Requested Motion: Approve the closure of sidewalk and 4 parking spaces on the south side of the Abogado Law Firm office for the vault closure.

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	

F:\Projects\2012\2012-0043 _ Downtown Vault Assessment & Closure Plan\BOW & Redevelopment Meetings\2026.05.28 BOW memo to close parking spaces for Vault Project.doc



Parking Space and Sidewalk Closure at 102 N Main Street
Downtown Vault Assessment & Closure Project (2012-0043)

N

0 20 40
US Feet

The City of Goshen's Digital Data is the property of the City of Goshen and Elkhart County, Indiana. All graphic data supplied by the city and county has been derived from public records that are constantly undergoing change and is not warranted for content or accuracy. The city and county do not guarantee the positional or thematic accuracy of the data. The cartographic digital files are not a legal representation of any of the features depicted, and the city and county disclaim any assumption of the legal status they represent. Any implied warranties, including warranties of merchantability or fitness for a particular purpose, shall be expressly excluded. The data represents an actual reproduction of data contained in the city's or county's computer files. This data may be incomplete or inaccurate, and is subject to modifications and changes. City of Goshen and Elkhart County cannot be held liable for errors or omissions in the data. The recipient's use and reliance upon such data is at the recipient's risk. By using this data, the recipient agrees to protect, hold harmless and indemnify the City of Goshen and Elkhart County and its employees and officers. This indemnity covers reasonable attorney fees and all court costs associated with the defense of the city and county arising out of this disclaimer.

The City of Goshen
Department of Public Works &
Safety Office of Engineering
204 East Jefferson Street, Goshen, Indiana 46528
Phone: 574-534-2201 Fax: 574-533-8626

ENGINEERING DEPARTMENT
CITY OF GOSHEN

204 East Jefferson Street, Suite 1 • Goshen, IN 46528-3405
Phone (574) 534-2201 • Fax (574) 533-8626
engineering@goshencity.com • www.goshenindiana.org

MEMORANDUM

TO: Goshen Board of Public Works & Safety

FROM: Goshen Engineering

RE: ANNUAL OPERATIONAL REPORT FOR LOCAL ROADS AND STREETS AND BRIDGES (JN 2026-0004)

DATE: May 28, 2026

The City of Goshen is required to submit an Annual Operational Report for Local Roads and Streets and Bridges to the State Board of Accounts (SBOA) by June 1 following the operational report year through the Local Technical Assistance Program (LTAP) at Purdue.

A completed Annual Operational Report prepared by the Clerk-Treasurer's Office and Street Department is attached. The final page of the report is a certification required to be signed by the City Engineer, the Street Commissioner, and the Mayor.

The Board of Works and Safety is requested to approve the Annual Operational Report and authorize the Mayor to sign the certification.

Requested Motion: Move to approve the Annual Operational Report and authorize the Mayor to sign the certification.

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	

ANNUAL OPERATIONAL REPORT
FOR LOCAL ROADS AND STREETS AND BRDIGES
Part of State Form 54400 (X-2018)
Section 2 Receipts

Section 2 - Detail of Receipts	Motor Vehicle Highway	Motor Vehicle Highway Restricted	Local Road & Street	Other Funds	Total All Funds	2209 - EDIT	2401 - State Grant (Community Crossings)	4445 - South East TIF	4446 - Consolidated TIF
Receipts									
Taxes									
General Property Taxes	$2,217,375.02		$677,552.24	$0.00	$2,894,927.26				
LIT - Certified Shares				$0.00	$0.00				
LIT - Economic Development Income Tax				$0.00	$0.00				
Wheel and Sur Tax	$778,291.64			$0.00	$778,291.64				
Other Taxes	$8,274.00			$0.00	$8,274.00				
Total Taxes	$3,003,940.66	$0.00	$677,552.24	$0.00	$3,681,492.90	$0.00	$0.00	$0.00	$0.00
Intergovernmental									
Motor Vehicle Highway Distribution	$800,991.87	$684,033.20		$0.00	$1,485,025.07				
Local Road and Street Distribution				$0.00	$0.00				
Financial Institution Tax Distribution	$5,869.00			$0.00	$5,869.00				
Vehicle/Aircraft Excise Tax Distribution	$41,216.01			$0.00	$41,216.01				
State Grants				$1,332,808.50	$1,332,808.50		$1,332,808.50		
Federal Grants				$375,887.19	$375,887.19			$320,833.74	$55,053.45
Other Intergovernmental				$0.00	$0.00				
Total Intergovernmental	$848,076.88	$684,033.20	$0.00	$1,708,695.69	$3,240,805.77	$0.00	$1,332,808.50	$320,833.74	$55,053.45
Charges for Services									
Federal State and Local Reimbursement for Services				$0.00	$0.00				
Other Charges for Services				$0.00	$0.00				
Total Charges for Services	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Other Operating Receipts									
Interest				$0.00	$0.00				
Refunds/Reimbursements				$0.00	$0.00				
Contributions/Donations				$0.00	$0.00				
Transfers from Toll Facilities				$0.00	$0.00				
Miscellaneous	$38,972.15			$0.00	$38,972.15				
Total Other Operating Receipts	$38,972.15	$0.00	$0.00	$0.00	$38,972.15	$0.00	$0.00	$0.00	$0.00
Other Financing Sources									
Bond Proceeds				$0.00	$0.00				
Note/Loan Proceeds				$0.00	$0.00				
Interfund Loan Proceeds				$0.00	$0.00				
Investments Matured or Sold				$0.00	$0.00				
Transfer In				$0.00	$0.00				
Other				$0.00	$0.00				
Total Other Financing Sources	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Total Receipts	$3,890,989.69	$684,033.20	$677,552.24	$1,708,695.69	$6,961,270.82	$0.00	$1,332,808.50	$320,833.74	$55,053.45

ANNUAL OPERATIONAL REPORT
FOR LOCAL ROADS AND STREETS AND BRDIGES
Part of State Form 54400 (X-2018)
Section 3 Disbursements

Section 3 - Detail of Disbursements	Motor Vehicle Highway	Motor Vehicle Highway Restricted	Local Road & Street	Total Other Funds
Disbursements				
General Administration & Unallocated				
Personal Services	$1,512,089.63			$0.00
Supplies	$239,552.45			$0.00
Other Services and Charges	$2,019.29		$539,147.00	$846,053.86
Capital Outlay	$579,875.28			$1,563,987.61
Total General Administration & Unallocated	$2,333,536.65	$0.00	$539,147.00	$2,410,041.47
Construction, Reconstruction & Preservation				
Personal Services	$290,637.66			$0.00
Supplies	$270,074.44			$0.00
Other Services and Charges	$14,452.22			$0.00
Capital Outlay		$619,778.14		$2,134,294.83
Total Construction, Reconstruction & Preservation	$575,164.32	$619,778.14	$0.00	$2,134,294.83
Maintenance and Repair				
Winter Operations				
Personal Services	$90,124.88			$0.00
Supplies	$187,935.46			$0.00
Other Services and Charges				$86,300.15
Capital Outlay				$6,693,966.99
Total Winter Operations	$278,060.34	$0.00	$0.00	$6,780,267.14
Other Maintenance and Repair				
Personal Services	$364,023.38			$0.00
Supplies	$75,382.54			$0.00
Other Services and Charges	$84,834.50			$0.00
Capital Outlay	$6,421.00			$0.00
Total Other Maintenance and Repair	$530,661.42	$0.00	$0.00	$0.00
Total Maintenance and Repair	$808,721.76	$0.00	$0.00	$6,780,267.14
Other Financing Uses				
Debt Service - Principal				$820,890.00
Debt Service - Interest				$0.00
Interfund Loan Payments				$0.00
Interfund Loans Made				$0.00
Investments Purchased				$0.00
Transfer Out				$883,000.00
Other				$0.00
Total Other Financing Uses	$0.00	$0.00	$0.00	$1,703,890.00
Total Disbursements	$3,717,422.73	$619,778.14	$539,147.00	$13,028,493.44

ANNUAL OPERATIONAL REPORT
FOR LOCAL ROADS AND STREETS AND BRDIGES
Part of State Form 54400 (X-2018)
Section 3 Disbursements

Section 3 - Detail of Disbursements	Total All Funds	2209 - EDIT	2401 - State Grant (Community Crossings)
Disbursements			
General Administration & Unallocated			
Personal Services	$1,512,089.63		
Supplies	$239,552.45		
Other Services and Charges	$1,387,220.15	$846,053.86	
Capital Outlay	$2,143,862.89	$1,563,987.61	
Total General Administration & Unallocated	**$5,282,725.12**	$2,410,041.47	$0.00
Construction, Reconstruction & Preservation			
Personal Services	$290,637.66		
Supplies	$270,074.44		
Other Services and Charges	$14,452.22		
Capital Outlay	$2,754,072.97		$520,126.26
Total Construction, Reconstruction & Preservation	**$3,329,237.29**	$0.00	$520,126.26
Maintenance and Repair			
Winter Operations			
Personal Services	$90,124.88		
Supplies	$187,935.46		
Other Services and Charges	$86,300.15		
Capital Outlay	$6,693,966.99		
Total Winter Operations	**$7,058,327.48**	$0.00	$0.00
Other Maintenance and Repair			
Personal Services	$364,023.38		
Supplies	$75,382.54		
Other Services and Charges	$84,834.50		
Capital Outlay	$6,421.00		
Total Other Maintenance and Repair	**$530,661.42**	$0.00	$0.00
Total Maintenance and Repair	**$7,588,988.90**		
Other Financing Uses			
Debt Service - Principal	$820,890.00		
Debt Service - Interest	$0.00		
Interfund Loan Payments	$0.00		
Interfund Loans Made	$0.00		
Investments Purchased	$0.00		
Transfer Out	$883,000.00		
Other	$0.00		
Total Other Financing Uses	**$1,703,890.00**	$0.00	$0.00
Total Disbursements	**$17,904,841.31**	$2,410,041.47	$520,126.26

ANNUAL OPERATIONAL REPORT
FOR LOCAL ROADS AND STREETS AND BRDIGES
Part of State Form 54400 (X-2018)
Section 3 Disbursements

Section 3 - Detail of Disbursements	4445 - South East TIF	4446 - Consolidated TIF	4502 - ARP Grant
Disbursements			
General Administration & Unallocated			
Personal Services			
Supplies			
Other Services and Charges			
Capital Outlay			
Total General Administration & Unallocated	$0.00	$0.00	$0.00
Construction, Reconstruction & Preservation			
Personal Services			
Supplies			
Other Services and Charges			
Capital Outlay	$1,614,168.57		
Total Construction, Reconstruction & Preservation	$1,614,168.57	$0.00	$0.00
Maintenance and Repair			
Winter Operations			
Personal Services			
Supplies			
Other Services and Charges		$86,300.15	
Capital Outlay		$4,818,079.91	$1,875,887.08
Total Winter Operations	$0.00	$4,904,380.06	$1,875,887.08
Other Maintenance and Repair			
Personal Services			
Supplies			
Other Services and Charges			
Capital Outlay			
Total Other Maintenance and Repair	$0.00	$0.00	$0.00
Total Maintenance and Repair			
Other Financing Uses			
Debt Service - Principal	$820,890.00		
Debt Service - Interest			
Interfund Loan Payments			
Interfund Loans Made			
Investments Purchased			
Transfer Out	$883,000.00		
Other			
Total Other Financing Uses	$1,703,890.00	$0.00	$0.00
Total Disbursements	$3,318,058.57	$4,904,380.06	$1,875,887.08

Section 5 - Mileage

	Actual Mileage (Dec 31)	Change from prior year	Reason(s)
Concrete	11.24		
Asphalt	136.35		Mileage for the 2024 AOR was not reported. There was a net change of .3 miles in 2025 as road segments were added and retired.
Chip Seal			
Composite			
Brick	0.61		
Gravel			
Unimproved			
Block (ADDED)	0.25		
Total Miles	148.45	0	

ANNUAL OPERATIONAL REPORT
FOR LOCAL ROADS AND STREETS AND BRDIGES
Part of State Form 54400 (X-2018)
Section 4 Debt

Section 4 - Debt Information

	EconDevel LR Bonds 2015	(Description of Debt)	(Description of Debt)	(Description of Debt)	(Description of Debt)	Totals
Bonds						
Bonds - Outstanding Principal January 1	$2,840,000.00					########
New Bonds Issued During Year	$0.00					$0.00
Principal Paid	$310,000.00					########
Interest Paid	$72,495.00					########
Total Principal & Interest Paid	$382,495.00	$0.00	$0.00	$0.00	$0.00	########
Bonds - Outstanding Principal December 31	$2,530,000.00	$0.00	$0.00	$0.00	$0.00	########
Notes/Loans						
Notes/Loans - Outstanding Principal January 1						$0.00
New Notes/Loans Issued During Year						$0.00
Principal Paid						$0.00
Interest Paid						$0.00
Total Principal & Interest Paid	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Notes/Loans - Outstanding Principal December 31	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Capital Leases						
Capital Leases - Outstanding Principal January 1						$0.00
New Capital Leases Entered Into During Year						$0.00
Principal Paid						$0.00
Interest Paid						$0.00
Total Principal & Interest Paid	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Capital Leases - Outstanding Principal December 31	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00

ANNUAL OPERATIONAL REPORT
FOR LOCAL ROADS AND STREETS AND BRIDGES
SECTION 6 - CERTIFICATION

Part of State Form 54400 (8-10)

FOR COUNTIES

Submitted by:

DATE: _____ 20 _____ _____
Engineer/Director (if applicable)

DATE: _____ 20 _____ _____
County Highway Supervisor

Approved:

_____

_____

DATE: _____ 20 _____ _____
Board of County Commissioners

FOR CITIES AND TOWNS

Submitted by:

DATE: _____ 20 _____ _____
City Engineer (if applicable)

DATE: _____ 20 _____ _____
Street Commissioner or Supervisor

Approved:

DATE: _____ 20 _____ _____
Mayor or President of Town Council

ANNUAL OPERATIONAL REPORT
FOR LOCAL ROADS AND STREETS AND BRDIGES
Part of State Form 54400 (X-2018)
Instructions

Instructions for the completion of each Section of the report follow. We recommend that you begin your preparation of the Annual Operational Report by completing the detailed information on in Section 2 - Detail of Receipts and Section 3 - Detail of Disbursements. The totals from these sections are then electronically carried forward by the spreadsheet to the appropriate portions of Section 1 – Financial Statement.

Enter financial data in cells/boxes highlighted in yellow. Other cells containing dollar amounts are calculations/formulas and should not be modified or have amounts entered directly into them.

Cover Sheet

The same cover sheet is used for both the county and city/town versions of the report. Counties may just leave the city/town information blank. The calendar year being reported should be shown at the bottom of the report.

Section 1: Financial Statement

Financial statement information, including beginning and ending cash balances, for the most common funds reported by units are included in the first three columns of Section 1. Receipts and disbursements for other less common funds used for road, street, and bridge expenses are reported in the "Other Funds" column. The "Total All Funds" column will then be the grand total of all funds received from all sources and used by the unit for road, street, and bridge expenses.

The common funds included in Section 1 are Motor Vehicle Highway, Local Road and Street, and the Cumulative Bridge Fund. The Cumulative Bridge Fund column will apply only to counties. Examples of less common funds used by some units may include (but are not limited to), Rainy Day, Community Crossings, Riverboat, EDIT, Cumulative Capital Improvement, Federal and State Grants, etc. Those units contiguous to the Indiana Toll Road received a distribution that was required to be placed into the Local Major Moves Construction fund, established by Indiana Code 8-14-16-4, and is to be reported by units who have this under "Other Funds". The receipt and disbursement information in Section 1 will be automatically populated/carried forward from Section 2 and Section 3. You will not have to enter data for operating receipts and disbursements in Section 1.

The Section 1 - Financial Statement will show the beginning balance of cash at January 1 for common funds, receipt totals for all sources for all funds, disbursement totals for each classification for all funds, and the ending cash and Investment balance at December 31 for common funds for the reporting year.

Beginning Cash Balance

Enter the cash balance of Motor Vehicle Highway, Local Road and Street, and Cumulative Bridge fund at January 1 of the reporting year in the respective yellow cell/box. It is not necessary to enter the cash balances for other funds. For counties, the cash balances entered in this report should agree with the cash balances in the Auditor's funds ledger. For cities or towns, the cash balances entered in this report should agree with the cash balances in the funds ledger as maintained by the Controller or Clerk-Treasurer (as applicable).

Receipts

Categories of receipts include operating (taxes, intergovernmental, charges for services, and other) as well as proceeds from bonds, notes, loans, and sale of investments. Receipts will be automatically carried forward from information entered in Section 2. Bond proceeds, note/loan proceeds, interfund loan proceeds, investments matured/sold, and other receipts, should be reported separately from the operating receipts because they are not the direct result of the unit's operations.

Disbursements

Categories of disbursements include operating (general administration & unallocated, construction & reconstruction, preservation, and maintenance and repair), as well as debt service payments of principal and interest, interfund loan payments, interfund loans made, purchase of investments, and other. Disbursements will be automatically carried forward from information entered in Section 3. Debt service payments of principal and interest, interfund loan payments, interfund loans made, and purchase of investments should be reported separately from the operating disbursements because they are not the direct result of the unit's operations.

Ending Cash and Investment Balances:

The cash balance at December 31 will calculate based on the information entered previously in this section. Any fund investments at December 31 should be entered for the common funds in the yellow cell/box. The ending cash and investment balance at December 31 will calculate based on information already entered. For counites, this balance should agre with the auditor's funds ledger for the common funds. For cities and towns, this balance will agree to the funds ledger maintained by the Controller/Clerk-Treasurer (as applicable).

Section 2: Detail of Receipts

Section 2 is to report receipts for the commonly used funds for road and bridge work: Motor Vehicle Highway, Local Road and Street, and (in counties) Cumulative Bridge. Section 2 also has a columns for other non-common funds receiving monies for road and street work, such as General, Rainy Day, Community Crossing, Riverboat, EDIT, Cumulative Capital Improvement, federal or state grants, etc.

For each non-common fund you have that accounts for road and street work, insert/type the name of the fund in the yellow cell/box labeled "insert other fund" and delete "(Insert Other Fund)".

Orange cells indicate where the receipts should be reported for MVH, LRS, and CUM Bridge

In Section 2, type the amount of receipts by source in the yellow cell/box. The amounts reported in this section should be supported by the fiscal offier's funds ledger.

Taxes should include only those taxes that are levied directly by the unit and would include general property, local income tax (LIT), or any other taxes.

Intergovernmental will include distributions from the Auditor of State, as well as grants, loans, and transfers from other government agencies related to road and bridge funding. Please note this is where MVH distributions received from the State will be reported.

Charges for Services will include funds reimbursed by federal, state, or local governments. Other charges for services could include monies collected by the County Highway or City/Town Street Department for services rendered by the Department, such as permit fees, drive or field entrance construction fees, etc.

Other Operating Receipts would include items such as interest earned, refunds or reimbursements not listed previously, contributions/donations, transfers from a toll facility, or miscellaneous operating receipts.

Other Financing Sources includes (listed individually) proceeds from bonds, loans received, interfund receipts, the sale of investments, or any other financing source not attributed to a previously listed line item.

In Section 2, the amounts listed for the other/non-common funds will be totaled electronically by the spreadsheet in the column headed "Other Funds". The receipts by category will be totaled for all funds in the column "Total All Funds". The amounts in the "Total All Funds" will be electronically carried to Section 1 - Financial Statement.

Section 3: Detail of Disbursements

Section 3 is to report disbursements for the commonly used funds for road and bridge work: Motor Vehicle Highway, Local Road and Street, and (in counties) Cumulative Bridge. Section 3 also has a columns for other non-common funds receiving monies for road and street work, such as General, Rainy Day, Community Crossing, Riverboat, EDIT, Cumulative Capital Improvement, federal or state grants, etc.

For each non-common fund you have that accounts for road and street work, insert/type the name of the fund in the yellow cell/box labeled "insert other fund" and delete "(Insert Other Fund)".

Light Green cells indicate what cell the distribution should be reported in for MVH restricted.

In Section 3, total disbursements are to be provided for each of the major budget categories (Personal Services, Supplies, Other Services and Charges, and Capital Outlays) within each of the three disbursement categories: General Administration & Unallocated, Construction & Reconstruction, Preservation, and Maintenance & Repair.

The following are definitions of the subcategories within the four major categories:

Personal Services: This classification includes expenditures for salaries, wages, and related employee benefits provided to employees. Employee benefits could include employer contributions to a retirement system, group health and life insurance, unemployment compensation, uniform allowance, self insurance, and similar benefits.

Supplies: This classification includes commodities which are consumed or materially altered when used. Supplies would include general office supplies and operating supplies, such as gravel, stone, asphalt, culvert pipe, bridge steel, traffic paint, weed spray, salt, gasoline, motor oil, tires, etc. Administrative and unallocated supplies will be those not related to a project or a specific maintenance activity, such as office supplies. Supplies such as gravel, sand, and salt will go under the category for which they are used. An example would be salt under Winter Operations.

Other Services and Charges: This classification includes expenditures for services other than personal services and supplies which are used in carrying out the functions of the department or which are legally required of it. Types of services and charges would include professional services, communication and transportation, printing and advertising, insurance (other than group health, life, and self-insurance), utility services, contracted repairs & maintenance, rentals, and other similar activities and charges.

Capital Outlay: This classification should include expenditures for acquisition of, or addition to, assets such as land, buildings, improvements other than buildings, and machinery and equipment.

There are definitions for the various disbursement categories also embedded in cells within Section 3 for quick access, as well as below:

General Administration & Unallocated

Costs of an administrative nature and not allocated to any specific road or bridge project. These expenses, commonly referred to as overhead, include supervisory and support staff personal services, supplies and equipment, general office expenses (rent, printing, utilities, insurance, etc.), facility expenses (repairs, maintenance, insurance), and vehicle expenses. Other type of general expenses would include utilities for traffic signals and street lights, capital outlays (acquisition of land, buildings, and improvements other than buildings including the acquisition of equipment) and annual pavement and bridge inspections. In the subcategory "Other Services and Charges", disbursements would include incidental expenses not associated with roads or bridges but performed by agency forces, such as mowing grass in a county or city park, or snow and ice removal at county or municipal facilities.

Construction, Reconstruction & Preservation

Costs and expenses for work performed by internal forces or outside contractors that result in a new or improved roadway - paved or unpaved, including capacity enhancements. Activities result in the structural improvement of a roadway improving its ability to support vehicle traffic. Costs include personnel, material, and equipment expenses.

Preservation is defined as actions or strategies applied to existing infrastructure that prevent, delay or reduce further deterioration and maintain or improve the functional condition of the system without increasing structural capacity and extend the service life of the infrastructure. Preservation activities are intended to correct infrastructure problems before the structural integrity is impacted. Preservation is a broad category of treatments that include activities such as thin overlays or micro surfacing. Nonstructural preservation treatments are usually less than 2 inches in depth and are designed to address age-related problems (such as block cracking) or distress caused by exposure to the elements (such as transverse cracking). Crack sealing and patching of pavement and deck patching for bridges would be included in this category. Costs include materials, personnel, contracted services and equipment rental/operation expenses.

Pavement: Costs associated with activities that retain or extend the current roadway condition. Includes treatments to curbs, gutters, and paved shoulders and alleys. Pavement preservation is a broad category of treatments that include nonstructural treatments that are usually less than 2 inches in depth and are designed to address age-related problems (such as block cracking) or distress caused by exposure to the elements (such as transverse cracking). Some examples of such treatments are thin overlays, wedge and leveling, mill and overlays, chip seals, fog seals, scrub seals, slurry seals, microsurfacing, and crack sealing. Activities such as grinding, grading unpaved sections, line striping, raised payment markers, and similar activities are also considered pavement preservation.

Bridges: Costs associated with activities that preserve a bridge and its approaches. Activities include: deck patching, sealing, painting, repairing and maintaining bearing assemblies and joints, clearing brush and debris accumulations at piers, deck overlays, scour repair, substructure repair, repairing approach slabs and guardrails, and repairing bridge railings. Work on culverts, pipes, and other small drainage structures underneath roads and streets are included in this category.

Right of Way: Costs associated with activities that occur in the area between pavement (including paved shoulders) and right-of-way boundaries. This would include, but not be limited to, preservation, replacement and repair of standard MUTCD signs, traffic signals, barriers, guardrails, sidewalks and ramps, unpaved shoulders (e.g. berming), vegetation control for infrastructure preservation purposes only and inspection of roadside assets for the purpose of asset management planning. It would also include work performed on drainage assets such as ditches, pipes, catch basins, underdrains and their outlets, etc.

Maintenance & Repair

Maintenance & Repair expenses are disbursements associated with the routine maintenance and repair of paved and unpaved roads, streets, bridges and highways. Maintenance & Repair disbursements retain the asset above a certain condition level established by a unit and encompasses work that is performed in reaction to an event, season, or activities that are done for short-term operational need that do not have preservation value. Costs include materials, personnel, and equipment rental/operation expenses.

Winter Operations:

Costs associated prior to, during, and following winter events, such as planning, material purchases, and management, equipment preparation and usage, and human resources. Also includes the use of external resources and services contracted in winter operations.

Other Mainenance & Repair:

Pavement: Pavement maintenance includes activities such as graffiti removal, cleaning, pothole filling and patching, event cleanup, repairs due to vehicular accidents or storm damage to roadways.

Bridges: Bridge maintenance includes activities such as graffiti removal, deck cleaning, repairs due to vehicular accidents or storm damage to bridges.

Right of Way Operations: Costs associated with routine activities that occur in the area between pavement (including paved shoulders) and right-of-way boundaries. This would include, but not be limited to maintenance and repair of signs damaged from accidents, grass cutting, tree trimming, litter control (including dead animal removal), and inspection of resident complaints.

In Section 3, the totals by disbursement category (general administration & unallocated, construction & reconstruction, preservation, and maintenance & repair) are carried forward to Section 1.

Section 4: Debt Information

Indicate any road, street, or bridge specific debt in this section. Debt includes any bonds, notes, loans, or leases related to road, street, or bridge projects. Debt information can be obtained from the fiscal office of the county (County Auditor) or city/town (Controller/Clerk-Treasurer) if not available at the highway/street department. Do not include operating lease, in which the local unit would not acquire the asset at the end of the lease. Operating leases are included in operating expenses based on the activity the leased item is used for.

Description of Debt - in each column, list a description of the debt as the heading of the column.

Outstanding Principal - list the outstanding (unpaid) principal at January 1.

New Bonds, Notes/Loans, Leases - list the principal amount of any debt issued during the year.

Principal Paid - enter the amount of principal paid on the debt during the year.
Interest Paid - enter the amount of interest paid on the debt during the year.
Total Principal & Interest Paid - spreadsheet will calculate this total.
Outstanding Principal at December 31 - spreadsheet will calculate this total.

Section 5: Changes to Certified Road and Street Mileage

List the total certified mileage within each of the listed surface types and the change (if any) from the previous year. A brief description for the reason for the change should also be included. Changes shown on this form should include all of those that have been previously submitted to the INDOT.

State Form 54400 (8-19)
Prescribed by State Board of Accounts

City and Town Form Number 225
County Form Number 16

ELKHART COUNTY, INDIANA

CITY OF GOSHEN
(For City or Town Reports) *(Name of Unit)*
(City and Town Form 225 Only)

ANNUAL OPERATIONAL REPORT

FOR LOCAL ROADS AND STREETS AND BRIDGES

(IC 8-17-4.1)

FOR THE YEAR ENDED

DECEMBER 31, 20_ 25

Section 1 - Financial Statement	Motor Vehicle Highway	Motor Vehicle Highway Restricted	Local Road & Street	Cumulative Bridge
Cash - January 1	$3,662,471.01	$2,106,390.49	$1,554,031.95	
Receipts				
Operating Receipts				
Taxes	$3,003,940.66	$0.00	$677,552.24	$0.00
Intergovernmental	$848,076.88	$684,033.20	$0.00	$0.00
Charges for Services	$0.00	$0.00	$0.00	$0.00
Other Operating Receipts	$38,972.15	$0.00	$0.00	$0.00
Total Operating Receipts	$3,890,989.69	$684,033.20	$677,552.24	$0.00
Other Financing Sources				
Bond Proceeds	$0.00	$0.00	$0.00	$0.00
Note/Loan Proceeds	$0.00	$0.00	$0.00	$0.00
Interfund Loan Proceeds	$0.00	$0.00	$0.00	$0.00
Investments Matured or Sold	$0.00	$0.00	$0.00	$0.00
Transfers In	$0.00	$0.00	$0.00	$0.00
Other	$0.00	$0.00	$0.00	$0.00
Total Receipts	$3,890,989.69	$684,033.20	$677,552.24	$0.00
Disbursements				
Operating Disbursements				
General Administration & Unallocated	$2,333,536.65	$0.00	$539,147.00	$0.00
Construction, Reconstruction & Preservation	$575,164.32	$619,778.14	$0.00	$0.00
Maintenance & Repair	$808,721.76	$0.00	$0.00	$0.00
Total Operating Disbursements	$3,717,422.73	$619,778.14	$539,147.00	$0.00
Other Financing Sources				
Debt Service - Principal	$0.00	$0.00	$0.00	$0.00
Debt Service - Interest	$0.00	$0.00	$0.00	$0.00
Interfund Loan Payments	$0.00	$0.00	$0.00	$0.00
Interfund Loans Made	$0.00	$0.00	$0.00	$0.00
Investments Purchased	$0.00	$0.00	$0.00	$0.00
Transfers Out	$0.00	$0.00	$0.00	$0.00
Other	$0.00	$0.00	$0.00	$0.00
Total Disbursements	$3,717,422.73	$619,778.14	$539,147.00	$0.00
Excess				
Over (Under) Total Disbursements	$173,566.96	$64,255.06	$138,405.24	$0.00
Cash - December 31	$3,836,037.97	$2,170,645.55	$1,692,437.19	$0.00
Investments - December 31	$0.00	$0.00	$0.00	
Cash and Investments - December 31	$3,836,037.97	$2,170,645.55	$1,692,437.19	$0.00

Total Common Funds	Other Funds	Total All Funds
$7,322,893.45		
$3,681,492.90	$0.00	$3,681,492.90
$1,532,110.08	$1,708,695.69	$3,240,805.77
$0.00	$0.00	$0.00
$38,972.15	$0.00	$38,972.15
$5,252,575.13	$1,708,695.69	$6,961,270.82
$0.00	$0.00	$0.00
$0.00	$0.00	$0.00
$0.00	$0.00	$0.00
$0.00	$0.00	$0.00
$0.00	$0.00	$0.00
$0.00	$0.00	$0.00
$5,252,575.13	$1,708,695.69	$6,961,270.82
$2,872,683.65	$2,410,041.47	$5,282,725.12
$1,194,942.46	$2,134,294.83	$3,329,237.29
$808,721.76	$6,780,267.14	$7,588,988.90
$4,876,347.87	$11,324,603.44	$16,200,951.31
$0.00	$820,890.00	$820,890.00
$0.00	$0.00	$0.00
$0.00	$0.00	$0.00
$0.00	$0.00	$0.00
$0.00	$0.00	$0.00
$0.00	$883,000.00	$883,000.00
$0.00	$0.00	$0.00
$4,876,347.87	$13,028,493.44	$17,904,841.31
$376,227.26		
$7,699,120.71		
$7,699,120.71		

ANNUAL OPERATIONAL REPORT
FOR LOCAL ROADS AND STREETS AND BRIDGES
SECTION 6 - CERTIFICATION

Part of State Form 54400 (8-10)

FOR COUNTIES

Submitted by:

DATE: _____ 20 _____ _____
Engineer/Director (if applicable)

DATE: _____ 20 _____ _____
County Highway Supervisor

Approved:

_____

_____

DATE: _____ 20 _____ _____
Board of County Commissioners

FOR CITIES AND TOWNS

Submitted by:

DATE: May 20 20 26 Brad Minnick
City Engineer (if applicable)

DATE: May 19 20 26 David A Gibbs
Street Commissioner or Supervisor

Approved:

DATE: _____ 20 _____ _____
Mayor or President of Town Council