



City of Goshen Board of Public Works & Safety

Regular Meeting Agenda
4:00 p.m., MAY 7, 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 Leichthy

Approval of Minutes: Meetings of April 23, 2026 and April 30, 2026

Approval of Agenda

1) My Tree Climber request: Approve the partial closure of 7th Street and sidewalks on Monday May 11 to remove a large tree

2) Powerpump Concrete request: Approve variance to replace an existing concrete driveway/approach off the alley at 506 South 5th Street

3) Legal Department request: Approve and authorize Mayor Leichthy to execute a Scope Appendix to an Engagement Letter dated Dec. 18, 2024, regarding an Analysis and Cost Study for Trash and Environmental Center Services

4) Legal Department request: Approve the amended agreement with TROTM, LLC, and authorize the Mayor to execute the amended agreement

5) Legal Department request: Approve the Recruitment Incentive Agreement with Claudia Buszta and ratify the Mayor's execution of the agreement on behalf of the City.

6) Legal Department request: Approve and authorize the Mayor to execute the agreement with Borntrager, Inc. for the complete reroof of a building located at 308 N. 5th Street

7) Engineering Department: Accept the subdivision performance bond from Himes Holding for the successful removal of existing hard surfaces, grading, and development of the necessary storm water improvements

8) Planning Department request: Accept the subdivision plat for HHI Kercher Rd. Properties 24, LLC Major Subdivision with dedications and easements.

Privilege of the Floor

Approval of Civil City and Utility Claims

Adjournment



**CITY OF GOSHEN BOARD OF PUBLIC WORKS & SAFETY
MINUTES OF THE APRIL 23, 2026 MEETING**

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

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

Absent: None

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

REVIEW/APPROVE MINUTES: Mayor Leichty presented the minutes of the April 16, 2026 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 5-0.**

REVIEW/APPROVE AGENDA: Mayor Leichty presented the agenda as prepared by the Clerk-Treasurer with the addition of agenda item #20, *Elks Club request: Approve the closure of the 200 block of North Main Street for First Friday activities, May through October 2026.* Board member Landis made a motion to approve the agenda as amended. Board member Swartley seconded the motion. **The motion passed 5-0.**

1) Legal Department request: Approve and authorize Mayor Leichty to execute an agreement with Aquatic Weed Control for pond care at Shanklin Park for the 2026 season

City Attorney Bodie Stegelmann asked the Board to approve and authorize Mayor Leichty to execute an agreement with Aquatic Weed Control to allow the City to enter into an agreement for pond care at Shanklin Park for the 2026 season.

Stegelmann said the agreement would be in effect from late April through September 2026. The total cost for the pond care would be \$1,820, the breakdown of which is as follows:

- \$1,580.00 for 10-12 visits for the season-long pond care service; and
- \$240.00 for blue pond dye.

Landis/Swartley made a motion to approve and authorize Mayor Leichty to execute the agreement with Aquatic Weed Control for pond care at Shanklin Park for the 2026 season. **The motion passed 5-0.**

2) Legal Department request: Approve and authorize Mayor Leichty to execute an agreement with Borntrager, Inc. for complete re-roof of Water Tower Park

City Attorney Bodie Stegelmann recommended that the Board approve and authorize Mayor Leichty to execute the agreement with Borntrager, Inc. to allow the City to enter into an agreement for the reroof of Water Tower Park.

Stegelmann said the total cost for the project would be \$4,746, with 50% of the contract due prior to commencement of work upon receipt of invoice for materials and the balance of contract will be due upon receipt of progress invoices.

Landis/Swartley made a motion to approve and authorize Mayor Leichty to execute the agreement with Borntrager, Inc. for complete reroof of Water Tower Park. **The motion passed 5-0.**

3) Legal Department request: Adopt Resolution 2026-08, Rounding the Total Transaction Amount of Cash Transactions (for all payments made to the city in cash, the total transaction amount for a transaction with a number other than 0 or 5 in the second decimal place shall be rounded upward to the next amount divisible by 5 cents)



City Attorney Bodie Stegelmann told the Board that included for the Board's approval was Resolution 2026-08, *Rounding the Total Transaction Amount of Cash Transactions*.

Stegelmann said the resolution would establish that, for all payments made to the City in cash, the total transaction amount for a transaction with a number other than zero (0) or five (5) in the second decimal place shall be rounded upward to the next amount divisible by five cents (\$0.05).

According to Resolution 2026-08:

The General Assembly of the State of Indiana enacted Senate Enrolled Act No. 243, which Gov. Braun signed on March 5, 2026, to address the Federal phase out of the penny. Senate Enrolled Act No. 243 added Indiana Code 23-15-13 as a new Chapter, which requires the City of Goshen to round the total transaction amount payable to the city in any cash transaction to an amount with either a zero (0) or five (5) in the second decimal place.

If approved by the Board of Public Works & Safety, it would be resolved that:

It shall be the policy of the City of Goshen that for all payments made to the City of Goshen in cash, the total transaction amount for a transaction with a number other than zero (0) or five (5) in the second decimal place shall be rounded upward to the next amount divisible by five cents (\$0.05). This policy applies exclusively to cash transactions. All payments made by check, debit card, credit card, or other non-cash methods shall be for the actual total transaction amount.

Mayor Leichthy said the rationale for this resolution is to incentivize people to pay electronically because they could save money instead of paying cash and it costs the City more to handle cash transactions because staff members have to stop and do a cash transaction. **City Attorney Stegelmann** said this change is a requirement of state law. The **Mayor** encouraged people to pay electronically.

Landis/Swartley made a motion adopt Resolution 2026-08, Rounding the Total Transaction Amount of Cash Transactions. The motion passed 5-0.

4) Legal Department request: Adopt Resolution 2026-10, Interlocal Memorandum of Understanding for 2025 Edward Byrne Memorial Justice Assistance Grant Formula Program Award

City Attorney Bodie Stegelmann said Elkhart County, the City of Elkhart, and the City of Goshen jointly applied for and were awarded funding under the Edward Byrne Memorial Justice Assistance Grant Program. He said each entity would receive \$23,745.33 for fiscal year 2025, to be used for eligible criminal justice purposes.

Stegelmann said the Board's passage of the resolution would approve the terms and conditions of the Interlocal Memorandum of Understanding (MOU) between the three entities and authorize Mayor Leichthy to execute the MOU on behalf of the Board of Public Works and Safety and the City.

Landis/Swartley made a motion to adopt Resolution 2026-10, Interlocal Memorandum of Understanding for 2025 Edward Byrne Memorial Justice Assistance Grant Formula Program Award. The motion passed 5-0.

5) Legal Department request: Approve and authorize the Mayor to execute a contract with Traffic Control Specialists, LLC, DBA HighStar Traffic for the 2026 Line Striping Project

City Attorney Bodie Stegelmann told the Board that the City solicited proposals for the 2026 Line Striping Project in accordance with I.C. § 36-1-12-4.9 and I.C. § 5-22-6. He said solicitations were sent to four contractors, and two proposals were received which are summarized on table included with the agenda packet.

Stegelmann recommended that the Board approve and authorize the Mayor to execute the contract with Traffic Control Specialists, LLC, DBA HighStar Traffic. Payment to the contractor will be based on the unit prices for the work items and the actual number of units used for each work item. He said the estimated cost is \$75,046.88.

Landis/Swartley made a motion to approve and authorize the Mayor to execute the contract with Traffic Control Specialists, LLC, DBA HighStar Traffic, for 2026 Line Striping Project. The motion passed 5-0.



6) Legal Department request: Adopt Resolution 2026-12, Interlocal Agreement with the County of Elkhart for Paving of County Road 17

Assistant City Attorney Don Shuler told the Board that the included resolution would approve the terms and conditions of the Interlocal agreement for the paving of County Road 17 from County Road 28 (Peddler's Village Road) to County Road 30 (Bashor Road).

Under the Agreement, **Shuler** said the County will serve as lead agency and will bid, award, and administer the construction contract for the project. The project will involve milling and overlay of the roadway, pavement markings, and related improvements. The project is locally funded, with costs allocated 25% to the City and 75% to the County, with the City's contribution capped at \$550,000.

Landis/Swartley made a motion to adopt Resolution 2026-12, Interlocal Agreement with the County of Elkhart for Paving of County Road 17. The motion passed 5-0.

7) Legal Department request: Adopt Resolution 2026-11, Interlocal Agreement with the County of Elkhart for Paving of County Road 40

Assistant City Attorney Don Shuler told the Board that the included resolution would approve the terms and conditions of the Interlocal Agreement for the paving of County Road 40 from Dierdorff Road to U.S. Highway 33.

Under the Agreement, **Shuler** said the County will serve as the lead agency and will bid, award, and administer the construction contract for the project. The project will involve milling and overlay of the roadway, pavement markings, and related improvements. The project is locally funded, with costs allocated 48% to the City and 52% to the County, with the City's contribution capped at \$170,000.

Landis/Swartley made a motion to adopt Resolution 2026-11, Interlocal Agreement with the County of Elkhart for Paving of County Road 40. The motion passed 5-0.

8) Legal Department request: Approve and authorize the Mayor to execute an agreement with ACM Engineering & Environmental Services for Asbestos & XRF Lead Paint Inspections at Shanklin Park

City Attorney Bodie Stegelmann recommended that the Board approve and authorize Mayor Leichty to execute the agreement with ACM Engineering & Environmental Services for Asbestos & XRF Lead Paint Inspections of three buildings at Shanklin Park as marked on a map included with the agreement.

Stegelmann said the total cost for the project would be \$5,880, the breakdown of which is as follows:

- Asbestos Inspection = Lump Sum of \$3,390.00; and
- XRF Lead Paint Inspection = Lump Sum of \$2,490.00.

Landis/Swartley made a motion to approve and authorize Mayor Leichty to execute the attached Agreement with ACM Engineering & Environmental Services for Asbestos & XRF Lead Paint Inspections at Shanklin Park. The motion passed 5-0.

9) Legal Department request: Approve and authorize the Mayor to execute an agreement with Family Value Flooring for flooring at Schrock Pavilion

City Attorney Bodie Stegelmann recommended that the Board approve and authorize Mayor Leichty to execute the agreement with Family Value Flooring to allow the City to enter into an agreement for flooring at Schrock Pavilion.

Stegelmann said the total cost for the project would be \$19,585.30.

Landis/Swartley made a motion to approve and authorize Mayor Leichty to execute the agreement with Family Value Flooring for flooring at Schrock Pavilion. The motion passed 5-0.



10) Legal Department request: Approve and authorize the Mayor Leichty to execute an agreement with The Grounds Guys for the maintenance of the fountain located at the southeast corner of South Main Street and East Washington Street

City Attorney Bodie Stegelmann recommended that the Board approve and authorize Mayor Leichty to execute the agreement with The Grounds Guys to allow the City to enter into an agreement for the maintenance of the fountain located at the southeast corner of South Main Street and East Washington Street.

Stegelmann said this will be a three-year contract effective late April 2026 through December 2028. The total cost for the project would be \$6,375, the breakdown of which is as follows:

	Fountain Cleanout & Startup	
3 visits (1 per year)	\$375.00 per visit	Total: \$1,125.00
	Biweekly Fountain Maintenance	
42 visits (14 per year)	\$125.00 per visit	Total: \$5,250.00
		Contract Total: \$6,375.00

Landis/Swartley made a motion to approve and authorize Mayor Leichty to execute the agreement with The Grounds Guys for the maintenance of the fountain located at the southeast corner South Main Street and East Washington Street. The motion passed 5-0.

11) Legal Department request: Approve and authorize Mayor Leichty to execute the attached Agreement with ESRI for Subscriptions for all ArcGIS Products

City Attorney Bodie Stegelmann recommended that the Board approve and authorize Mayor Leichty to execute the agreement with ESRI to allow the City to enter into an agreement for subscriptions for all ArcGIS products.

Stegelmann said this will be a three (3) year contract effective May 20, 2026 to May 20, 2029. The total cost for the project will be \$126,600, which breaks down to \$42,200 per year.

By comparison, the previous three-year contract was \$38,500 a year for a total contract price of \$115,500.

Landis/Swartley made a motion to approve and authorize Mayor Leichty to execute the agreement with ESRI for Subscriptions for all ArcGIS Products. The motion passed 5-0.

12) Legal Department request: Approve and authorize Mayor Leichty to execute an agreement with Cathy's Cleaning Service for cleaning services for the Goshen Fire Department Administrative Offices located in the Historic Elkhart County Courthouse

City Attorney Bodie Stegelmann recommended that the Board approve and authorize Mayor Leichty to execute the agreement with Cathy's Cleaning Service for cleaning services for the Goshen Fire Department Administrative Offices located in the Historic Elkhart County Courthouse.

Stegelmann said the cost for this project breaks down as follows:

Offices	Location	Per Cleaning	Price Weekly Cost	Monthly Cost *
Fire Dept. Admin.	Historic Elkhart			
Offices	Courthouse	\$115.00	\$230.00	\$966.67

* The Monthly Cost based will be on a calculation of weekly cost multiplied by 52 calendar weeks, then divided by 12 calendar months. Monthly Cost is approximate.

Under the agreement, the City will also compensate the contractor \$200 for interior window cleaning twice a year at the cost of \$100/cleaning.

Landis/Swartley made a motion to approve and authorize Mayor Leichty to execute the agreement with Cathy's Cleaning Service for cleaning services for the Goshen Fire Department Administrative Offices located in the Historic Elkhart County Courthouse. The motion passed 5-0.



13) Water Treatment & Sewer Collection Department request: Approve Scope of Services for subsurface soil investigation at the Hilltop Booster Station, to evaluate site geology and groundwater conditions, by Roberts Environmental, LLC

Marvin Shepherd, Superintendent of the City Water Treatment and Sewer Department, said the City is in the process of upgrading and adding a water plant. As part of that work, he said Donahue & Associates, Inc. of Indianapolis and the City Engineering Department want to upgrade the Hilltop Booster Station.

Shepherd said Donahue & Associates is suggesting that the City conduct a subsurface soil investigation to evaluate site geology and groundwater conditions. He said the scope would include advancement of a soil boring with the option to install a monitoring well if subsurface conditions warrant.

Shepherd said he had just distributed to Board members a one-page document (**EXHIBIT #1**) with information that Roberts Environmental Services, LLC of Indianapolis provided with two separate scopes of services with lump-sum pricing. The cost estimates were:

- **Geologic Boring (to 60 feet):** Includes soil sampling, borehole logging and laboratory grain size analysis. Lump sum cost: \$13,750.
- **Monitoring Well (if required):** Separate mobilization and installation of one (1) 1.5-inch diameter monitoring well set to approximately 25 feet. Lump sum cost: \$7,250.

Shepherd said if the City had to do both options, the cost would be \$21,000 with the goal of gathering information to be able to move forward at the Hilltop Booster Station. He said the City wants to determine what the soil looks like and how deep the groundwater is and to reduce all the unknowns on the site.

"We have very high water up there. As a matter of fact, we've got two test walls there now. They're about nine feet deep and they're completely full of water," **Shepherd** said. "So, if we ever emptied that tank, it might actually float. So, I want to get the best data we have so we can make an informed decision."

In a memorandum provided to the Board before the meeting, **Shepherd** wrote that the City of Goshen Water & Sewer Department was proposing to conduct a subsurface soil investigation at the Hilltop Booster Station to evaluate site geology and groundwater conditions. The scope would include advancement of a soil boring with the option to install monitoring well if subsurface conditions warranted.

Scope of Services

1. Soil Boring and Sampling

- o Advance one (1) 2.25-inch diameter soil boring to approximately 60 feet using a Geoprobe drilling rig.
- o Utilize 3.25-inch dual-tube continuous sampling, as appropriate, to approximately 5 feet below the static groundwater table.
- o Collect continuous soil samples from ground surface to the bottom of the boring.
- o Visually classify soils in general accordance with ASTM D2488.
- o Prepare and submit boring and geologic logs to the City.
- o Retain soil samples at intervals not exceeding 5 feet and at all formation changes.

2. Laboratory Testing

- o Perform grain size analysis on all granular soil intervals in accordance with ASTM D422 (hydrometer analysis not required).

3. Borehole Backfilling

- o Backfill the initial boring using bentonite slurry or chips, or allow natural collapse, as dictated by subsurface conditions.

4. Monitoring Well Installation (If required)

- o Redrill the boring using 3.25-inch rods with expendable point to a depth suitable for monitoring well installation.
- o Target monitoring well depth is approximately 25 feet, subject to subsurface conditions and the presence of a suitable granular interval.



- o Install one (1) 1.5-inch diameter prepacked monitoring well consisting of:
 - 10-foot Schedule 40 PVC well screen (0.010-inch slot), and
 - Schedule 40 PVC casing with threaded joints.
- o Seal the remaining annulus with bentonite slurry or chips, as appropriate

Deliverables

- Soil boring log(s)
- Laboratory grain size results
- Monitoring well construction details (if installed)

Assumptions

- Installation of the monitoring well will be determined based on field observations, subsurface conditions encountered, and evaluation of existing dewatering wells.

Landis/Swartley made a motion to approve services for subsurface soil investigation at the Hilltop Booster Station to evaluate site geology and groundwater conditions by Roberts Environmental, LLC. The motion passed 5-0.

14) Engineering Department request: Approve the three phases of 15th Street road closure to local traffic only between Eisenhower Drive and US 33 from April 27 through June 30

City Civil Engineer Brad Minnick said DC Construction was requesting a road closure to local traffic only to perform full depth pavement replacement and a section of mill and pave for the Asphalt Paving Project on 15th Street from Eisenhower Drive to U.S. 33. **Minnick** said the road closure would be phased in three sections:

- Phase one is Eisenhower Drive to College Avenue and is full-depth roadway replacement. DC Construction will open this section and move to phase two.
- Phase two is a partial mill and pave and partial full depth roadway replacement between College Avenue and Plymouth Avenue.
- Phase three is full depth roadway replacement between Plymouth Avenue and U.S. 33. DC Construction will maintain open access for the businesses and residents on 15th Street.

Minnick said all phases of the road closure will occur between Monday, April 27 through Tuesday, June 30 2026.

Landis/Swartley made a motion to approve the three phases of 15th Street road closure to local traffic only between Eisenhower Drive and US 33 from April 27 through June 30. The motion passed 5-0.

15) Engineering Department request: Approve Mayor Leichty's signing of the City of Goshen's 2025 Municipal Separate Storm Sewer System General Permit Annual Report form that was submitted to the Indiana Department of Environmental Management on April 1, 2026

City's Storm Water Coordinator Jason Kauffman told the Board that the City of Goshen Department of Stormwater must submit an annual report to the Indiana Department of Environmental Management describing the accomplishments and activities that are covered by the City's Municipal Separate Stormwater Sewer System (MS4) General Permit (MS4GP) (Permit Number: INR040176) by April 1st of each year.

Kauffman said to submit the report on time this year, the Department of Stormwater Management had Mayor Leichty sign the report on March 27. The Department of Stormwater Management is requesting that the Board of Public Works and Safety to retroactively approve the Mayor's signing of the report.

The following were key points from the 2025 MS4GP Annual Report, with the full report included with the meeting packet:

- This is the fifth year of the MS4GP, and IDEM is working on updating the MS4GP and will release a new MS4GP by the end of 2026.



- The Department of Stormwater, the Elkhart County Soil and Water Conservation District (SWCD) and the City of Elkhart Aquatic Biology Program held 45 educational events and reached 100,094 people.
- 21 illicit discharges were reported/detected, investigated, and eliminated.
- There were 37 active construction projects with a construction stormwater general permit (CSGP), and 230 site inspections were conducted (199 by the Department of Stormwater and 31 by the Elkhart County SWCD).
- 15 Notice of Violations were issued against 12 construction projects, and two fines were issued for non-compliance.
- The Street Department's street sweeping program collected and disposed of 1,285.84 tons of debris.
- The Water & Sewer Department's storm drain cleaning program collected and disposed of 1,712 cubic yards of debris.

Landis/Swartley made a motion approve Mayor Leichty's signing of the City of Goshen's 2025 Municipal Separate Storm Sewer System General Permit Annual Report form that was submitted to the Indiana Department of Environmental Management on April 1, 2026. The motion passed 5-0.

16) Engineering Department request: Authorize the Mayor to sign the State permit's Hold Harmless indemnity form for the Elkhart County 4H Fair Parade

City Civil Engineer Brad Minnick told the Board that the Elkhart County 4-H Fair Parade will involve the closure of various City streets, as well as a section of US Highway 33 between Madison Street and Monroe Street and a section of State Road 15 between Lincoln Avenue and Main Street, on Sunday, July 26, 2026.

To complete the State permit process for the requested road closures, the Engineering Department requested that the Board authorize the Mayor to sign the State permit's Hold Harmless indemnity form.

Landis/Swartley made a motion to authorize the Mayor to sign the State permit's Hold Harmless indemnity form for the Elkhart County 4H Fair Parade. The motion passed 5-0.

17) Engineering Department request: Accept Venturi's Temporary Outdoor Seating in Public Right-of-way application for 123 E. Lincoln Ave. and approve it until Oct. 30, 2026

City Civil Engineer Brad Minnick said Venturi has submitted an application for "Temporary Outdoor Seating in Public Right-of-way." **Minnick** said Goshen Engineering has reviewed the application and found it complete.

As presented, **Minnick** said Venturi will maintain a two-foot offset from the curbline with a boundary fence, will have outer seating near the parking spaces with umbrellas, and seating against the building. Venturi has committed to maintaining a minimum five feet walkway between the seating areas for pedestrians.

Goshen Engineering requested that the Board acknowledge receipt of the outdoor seating application for 123 East Lincoln Avenue and approve the request until Oct. 30, 2026.

Landis/Swartley made a motion to accept Venturi's "Temporary Outdoor Seating in Public Right-of way" application for 123 E. Lincoln Ave. and approve the request until Oct. 30, 2026. The motion passed 5-0.

18) Engineering Department request: Approve the installation of two "No Trucks" signs per the attached exhibit on Lighthouse Lane, at County Road 19, and Sturgeon Point

City Civil Engineer Brad Minnick said the Engineering Department was requesting permission to add "No Trucks" signage per Indiana Manual of Uniform Traffic Control Devices to Lighthouse Lane at its intersection with County Road 19 and with Sturgeon Point to the east, to prevent heavy truck traffic from traveling through this residential section of roadway.

Landis/Swartley made a motion to approve the installation of two "No Trucks" signs per the included exhibit on Lighthouse Lane, at County Road 19, and Sturgeon Point. The motion passed 5-0.



19) Engineering Department request: Presentation on the City of Goshen's partnership with the City of Elkhart Aquatic Biology Program

City Stormwater Coordinator Jason Kauffman said that since 2020, the City of Goshen Department of Stormwater Management has partnered with the City of Elkhart Aquatic Biology Program to provide aquatic biology outreach activities for Goshen residents. He said "The Aquatic Biology Program" uses wild fish from the Elkhart River as a tool to engage residents on the importance of the river, while educating on issues, including stormwater pollution, that influence the river's health.

A few weeks ago, on March 26, **Kauffman** said the Board of Public Works and Safety approved the updated agreement through 2028, which covers up to 10 events per year at a cost of \$750 each, not to exceed \$7,500 per year. He said the City of Goshen's ongoing support of the City of Elkhart's Aquatic Biology Program supports the Clean river Healthy neighborhoods program, a joint effort between the Cities of Elkhart and South Bend.

Kauffman said this program, which began in 1998, has yielded a substantial amount of data on the health of local rivers and streams.

Kauffman said in 2025, the City of Elkhart Biology Program held 10 events at Goshen area schools, the May First Friday, Goshen Parks Discovery Day Camp, and for the Elkhart County 4-H Fishing Club, reaching a total of 1,045 people. He added that the partnership is a key component of the Goshen Department of Stormwater Management's public education program and thanked the Board for supporting the program.

This was an information-only agenda item so no action was required.

20) Elks Club request: Approve the closure of the 200 block of North Main Street for First Friday activities, May through October 2026

Katherine Slaubaugh, the Exalter Ruler of Goshen Elks Lodge #798, asked the Board to approve the closure of the 200 block of North Main Street for First Friday activities, May through October 2026. She said the Elks Lodge also would like to reserve and use parking spaces in front of the building for a food truck during First Fridays.

Slaubaugh said the Elks Lodge wants to sponsor this activity to get the community more involved with the lodge and increase awareness of the organization. She also requested approval for a street closure and no parking signs for the rest of the year on First Fridays.

Amanda Rose, Director of First Fridays, said she has spoken with Elks Lodge leaders and was "on board for this particular street closure." She requested approval of the street closure from at least May through July. She added, "We have not made a request for the rest of the year, so this will be something that will be tacked on once we get through August through the end of the year with our street closures."

Mayor Leichthy said "Typically these requests would also be presented to the Street Commissioner and the Assistant Street Commissioner is here. I just want to make sure, before I obligate him to anything, that we actually would have the resources to fulfill this request." She asked if barricades and no parking signs were being requested.

Rose said the Elks Lodge would just need extra signage to ensure there was no parking in front of its building during the time when other First Friday activities were taking place.

Mayor Leichthy said that since a street closure was being requested for the May 1 First Friday, but additional details still had to be worked out, that for May it would be better to only request "no parking" in spaces in front of the lodge for the next First Friday. She said Elks Lodge representatives could then seek future street closures after working out the details with the Street Commissioner and Assistant Street Commissioner.

Assistant Street Commissioner Shawn Bolinger endorsed this approach.

The **Mayor** asked the number of spaces being requested. After discussion, it was agreed that the City would designate four spaces in front of the lodge, at 220 North Main Street, where parking would not be allowed.

Landis/Swartley then made a motion to approved the closure of four parking spaces at 220 North Main Street, in front of the Elks Lodge, for the First Friday in May. The motion passed 5-0.



In response to a question from **Clerk-Treasurer Aguirre**, **Mayor Leichty** confirmed this approval was only for the May First Friday. She said the Elks Lodge would need to return with a refined request to either continue to use the four parking spaces for First Friday. She said they could seek an alternative after speaking with Amanda Rose and the Street Commissioner before presenting that request to the Board.

Rose said that “Given the timing, we wanted to get this in front of the Board, and that’s part of why Katee (Slaubaugh) was here today, but I’m happy to come in and make that full request. When we request August and the rest of the year, would that be easier for red tape purposes?”

Mayor Leichty responded, “Having one point of communication is always helpful, and knowing that it’s got the blessing and approval of First Fridays and was coordinated with you and the Street Department is always helpful. But you’re also encouraged to come, so you can add anything you would need to say.”

Clerk-Treasurer Aguirre pointed out that the City Engineering Department raised concerns about the Elk Lodge’s request last year about closing Main Street because of traffic moving south from Pike Street. Aguirre asked if **City Director of Public Works & Utilities Dustin Sailor** might want to comment on this issue.

Sailor said, “We’re going to want to have some more discussion about monthly closures in this block.” He confirmed that the impact of traffic from Pike Street was a concern. The **Mayor** added, “You got banks. You’ve got all kinds of things there, so it’s a lot to work with. Thank you for coming in.”

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

Mayor Leichty opened Privilege of the Floor at 4:35 p.m. There were no comments

APPROVAL OF CIVIL & UTILITY CLAIMS

Mayor Leichty made a motion to approve Civil City and Utility claims and adjourn the meeting. Board member **Swartley** seconded the motion. The motion passed 5-0.

ADJOURNMENT

Mayor Leichty adjourned the meeting at 4:35 p.m.

EXHIBIT #1: *A one-page document that Superintendent of the City Water Treatment and Sewer Department Marvin Shepherd distributed to Board members before the meeting for agenda item #13, Water Treatment & Sewer Collection Department request: Approve Scope of Services for subsurface soil investigation at the Hilltop Booster Station, to evaluate site geology and groundwater conditions, by Roberts Environmental Services, LLC. Shepherd said the document contained information from Roberts Environmental about two separate scopes of services with lump-sum pricing for Geologic Boring (to 60 feet and a Monitoring Well (if required)). The cost for both would be \$21,000.*



APPROVED:

Mayor Gina Leichy

Mike Landis, Member

Orv Myers, Member

Mary Nichols, Member

Barb Swartley, Member

ATTEST:

Richard R. Aguirre, City of Goshen Clerk-Treasurer



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

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

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

Absent: Mike Landis

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

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

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

1) Fire Department request: Approve the promotion of Firefighter James “Mike” White to the rank of Fire Sergeant for the Goshen Fire Department, retroactive to March 14, 2026

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

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

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

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

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

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

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

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

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



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

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

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

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

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

4) West Goshen Neighborhood Association request: At the discounted rate, approve use of a City dump trailer, Saturday, May 20, 2026, for the neighborhood’s Cleanup Day

On behalf of the West Goshen Neighborhood Association (WGNA), **Clerk-Treasurer Richard Aguirre** requested a trash trailer at half price of \$75 to help beautify the neighborhood. He said this clean-up event has become an annual tradition to reduce waste left on the streets and to promote a cleaner, more attractive community environment. The Neighborhood Clean-up Day will take place at Bakersfield Park, where the Goshen Street Department has provided a scheduled trailer in past years. **Aguirre** said WGNA volunteers will be on hand to ensure compliance with county landfill regulations, preventing the dumping of prohibited items. He added that a board member who lives across the street from the park will also help monitor the trailer.

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

5) Legal Department request: Approve an agreement with Downtown Goshen, Inc. in the amount of \$26,000 to support the vault repair program and authorize Mayor Leichty to execute the agreement

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

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

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

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

City Attorney Bodie Stegelmann said the City’s Technology Department wishes to dispose of miscellaneous IT equipment that is no longer needed or is unfit for the purpose for which it was intended. He said the items are worthless or have no market value.

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

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



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

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

7) Legal Department request: Approve Resolution 2026-14, Transfer of Real Estate at 301, 305 and 311 West Wilden Avenue to Habitat for Humanity of Elkhart County, Inc.

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

Stegelmann said the residences at these three addresses were demolished as part of that project. Habitat for Humanity of Elkhart County, Inc. would like to acquire these vacant properties for the purpose of constructing a residential structure at each of the three addresses for three of Habitat's partner families.

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

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

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

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

Myers/Nichols made a motion to adopt Resolution 2026-14, Transfer of Real Estate at 301, 305, and 311 West Wilden Avenue to Habitat for Humanity of Elkhart County, Inc. The motion passed 4-0.

8) Legal Department request: Approve and authorize the Mayor to execute Amendment #1 with KIL & Associates to the original Nov. 10, 2025 agreement for the Goshen Court/Police Building located at 111 E. Jefferson Street

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

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

Myers/Nichols made a motion to authorize Mayor Leichy to execute Amendment #1 with KIL & Associates to allow the City to enter into an amendment to the original November 10, 2025 agreement for the Goshen Court/Police Building located at 111 E. Jefferson Street. The motion passed 4-0.

9) Water & Sewer Office request: Move \$4,041.42 in uncollected finalized accounts from active to collection, sewer liens and write-offs for the period through Feb. 6, 2026



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

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

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

10) Engineering Department request: Approve the release of the 3-year maintenance bond in the amount of \$135,067.13 and accept The Crossing subdivision drainage project for permanent maintenance

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

Sailor, therefore, recommended that the City of Goshen release the 3-year maintenance bond, which was posted by HRP Construction for storm infrastructure in the amount of \$135,067.13, and accept this project for permanent maintenance.

Myers/Nichols made a motion to approve the release of the 3-year maintenance bond in the amount of \$135,067.13 and accept the Crossing Subdivision Drainage project for permanent maintenance. The motion passed 4-0.

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

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

Sailor, therefore, recommended that the City of Goshen release the 3-year maintenance bond, which was posted by Ancon Construction for asphalt pavement in the amount of \$45,000 and accept this project for permanent maintenance.

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

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

City Attorney Bodie Stegelmann recommended that the Board approve and authorize Mayor Leichty to execute the agreement with Peerless-Midwest, Inc. to allow the City to enter into an agreement for Kercher Well Field Test Wells – Professional Hydrogeologic Services, which was described in the included Exhibit A Contractor's Proposal.

Stegelmann said the total cost for these professional services is not to exceed \$75,970.

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

APPROVAL OF CIVIL & UTILITY CLAIMS

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

ADJOURNMENT

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



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

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

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

APPROVED:

Mayor Gina Leichty

Mike Landis, Member

Orv Myers, Member



Mary Nichols, Member

Barb Swartley, Member

ATTEST:

Richard R. Aguirre, City of Goshen Clerk-Treasurer



Richard Aguirre, City Clerk-Treasurer
CITY OF GOSHEN

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

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

richardaguirre@goshencity.com • www.goshenindiana.org

TO: Board of Public Works & Safety

FROM: Clerk-Treasurer Richard R. Aguirre

RE: Closure of 7th Street (and sidewalks) on Monday May 11 to remove a large tree

DATE: May 7, 2026

The Clerk-Treasurer's Office received the following request in late April:

Greetings. Work is being done for John and Jan Smucker at 1112 South 7th St. in Goshen. I need to take down a very large silver maple tree that is over 1112 S. 7th St. In order to reach the tree, we will need to set up a 150-ton crane from Crane Industrial in the street. We have scheduled for May 11 because South Side Soda Shop is closed on Mondays.

The crane would set up south of the house on the street between 1116 and 1118 7th Street (red square on picture). We would need to set the pieces of tree down in the street due west of 1112 7th Street. The street would be completely blocked from the set down point to the end of the crane. We would leave partial blockades farther out from that for home owner access. Sidewalks would be blocked.

We would plan to start around 8a.m. and finish by the time school lets out. We would have workers to watch perimeters to protect against curious pedestrians. Please find attached the detailed illustration of the street closure request.

Please let me know if you need other information from me to move this request forward. Thank you so much for your help.

Best Regards

Jonathan E. Corbin

My Tree Climber

ISA Certified Arborist (IN-3451A)

Tree Risk Assessment Qualified

574-206-6205 www.mytreeclimber.com





Richard Aguirre, City Clerk-Treasurer
CITY OF GOSHEN

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

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

richardaguirre@goshencity.com • www.goshenindiana.org

TO: Board of Public Works & Safety

FROM: Clerk-Treasurer Richard R. Aguirre

RE: Driveway replacement request at 506 South 5th Street

DATE: May 7, 2026

The Clerk-Treasurer's Office received the following request from Martin W. Metzger:

I am requesting a variance for replacing an existing concrete driveway/approach off the alley at 506 South 5th Street, Goshen. We are requesting to replace only the existing concrete. We are not adding or extending beyond what is already in place.

I can be reached on my cell at (574) 849-4134. Permit FC6YLZ. See attached drawings. Below is a copy of the email received from engineering.

Driveway Sidewalk Curb Permit FC6YLZ at 506 S 5th St

The maximum driveway width allowed is 24', and your drawing shows a width of 34'. If you want to modify your plan and resubmit, you may do so. If you want to request a variance to the Board of Public Works to see if they would approve the wider width, you can email clerktreasurer@goshencity.com and ask to be added to the next agenda. You will want to submit your drawings and description of what you are asking for. They meet on the 1st, 2nd, 4th, & 5th Thursday of each month, but you would need to be added to the agenda by the Monday before.

Please keep us updated on what choice you are making.

Thanks!

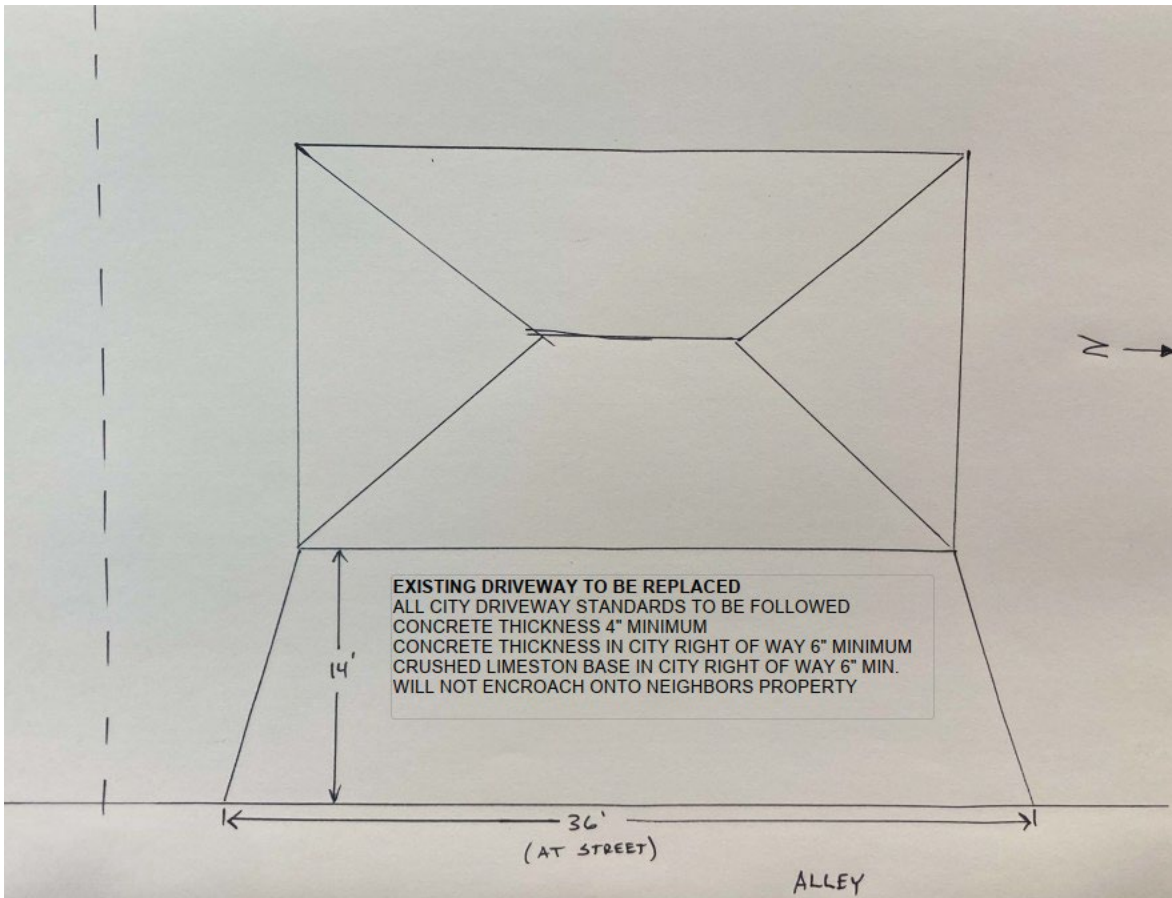
Goshen Engineering

Martin W. Metzger

Powerpump Concrete

powerpumpconcrete@gmail.com

(574) 849-4134





CITY OF GOSHEN LEGAL DEPARTMENT

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

Phone (574) 537-3820 • Fax (574) 533-8626 • TDD (574) 534-3185
www.goshen.in.gov

May 7, 2026

To: Board of Public Works and Safety

From: Christina M. Bonham, Paralegal

Subject: Agreement with Baker Tilly Advisory Group, LP for Analysis and Cost Study for Trash and Environmental Center Services

It is recommended that the Board approve and authorize Mayor Leichty to execute the attached Scope Appendix with Baker Tilly Advisory Group, LP for Analysis and Cost Study for Trash and Environmental Center Services. This is a Scope Appendix to Engagement Letter dated December 18, 2024. Fees for services set forth in the Scope Appendix will not exceed Thirty-Five Thousand Dollars (\$35,000).

Suggested Motion:

Approve and authorize Mayor Leichty to execute the attached Scope Appendix to Engagement Letter dated December 18, 2024, regarding Analysis and Cost Study for Trash and Environmental Center Services.

RE: Analysis and Cost Study for Trash and Environmental Center Services

DATE: April 21, 2026

This Scope Appendix is attached by reference to the above-named engagement letter (the Engagement Letter) between City of Goshen, Indiana (the Client) and Baker Tilly Advisory Group, LP (Baker Tilly).

SCOPE OF WORK

Baker Tilly agrees to furnish and perform the following services for the Client.

A. Analysis of Costs and Revenues – Trash Fees

1. Baker Tilly will update the March 2025 fee analysis for solid waste and update the following calculations:
 - a. Determine historical costs for providing collection and disposal services.
 - b. Working with representatives of the client, establish a multi-year budget identifying projected annual operation, maintenance, and capital requirements.
 - c. Develop various options for sustainable support of trash service.
 - d. Develop options for proposed user rates that will generate sufficient revenues to fund the proposed operation, maintenance, and capital budgets.
 - e. Meet with representatives of the client to present the financial analysis and rate recommendations.
 - f. Prepare a final report containing the financial analysis and final rates for consideration.

B. Analysis of Costs and Revenues – Yard Waste / Brush Pickup and Environmental Center Fees

1. Baker Tilly will conduct a fee analysis for yard waste, brush pickup and Environmental Center to include the following:
 - a. Determine historical costs for providing collection and disposal services (Client to provide).
 - b. Working with representatives of the client, establish a multi-year budget identifying projected annual operation, maintenance, and capital requirements.
 - c. Develop options for proposed user rates that will generate sufficient revenues to fund the proposed operation, maintenance, and capital budgets.
 - d. Meet with representatives of the client to present the financial analysis and rate recommendations.
 - e. Prepare a final report containing the financial analysis and final rates for consideration.

C. Rate Presentation, Public Hearing, and Adoption

1. Baker Tilly will, when requested,
 - a. Provide information to the City's attorney for the preparation of required ordinances, resolutions, and legal notices.
 - b. Attend meetings and hearings before the City Council, as needed.

D. Implementation and Accounting Support Assistance

1. Baker Tilly will provide, when requested:
 - a. Support for the implementation of the new fee(s) structure, including alignment with the Client's adopted rates, billing methodology, and applicable policies.
 - b. Assist with the setup of required funds, accounts, and chart-of-accounts elements within the Client's accounting software to properly track fee revenues, expenditures, and balances.
 - c. Support the configuration of related accounting processes, including revenue recognition, billing interfaces, cash receipts, and internal transfers, as applicable.
 - d. Provide guidance on internal controls and workflow considerations related to the ongoing administration of the fees.
 - e. Coordinate with Client staff to ensure consistency between billing system outputs, accounting records, and financial reporting.

COMPENSATION AND INVOICING

Fees for services set forth in the Scope Appendix will be billed at standard billing rates based upon the actual time and expenses incurred and will not exceed Thirty-Five Thousand Dollars (\$35,000) without further authorization from the Client.

Standard Hourly Rates by Job Classification
1/1/2026

Title	Hourly Rate
Principals / Directors	\$510 - \$705
Managers / Senior Managers	\$330 - \$480
Consultants / Analysts / Senior Consultants	\$210 - \$320
Support / Paraprofessionals / Interns	\$120 - \$230

**Billing rates are subject to change periodically due to changing requirements and economic conditions. The Client will be notified thirty (30) days in advance of any change to fees. If Client does not dispute such change in fees within that thirty (30) day period, Client will be deemed to have accepted such change. The fees billed will be the fees in place at the time services are provided. Actual fees will be based upon experience of the staff assigned and the complexity of the engagement.*

The above fees shall include all expenses incurred except for direct, project-related expenses such as travel costs.

BILLING PROCEDURES

Normally, you will receive a monthly statement showing fees and costs incurred in the prior month. Occasionally, we could bill on a less frequent basis if the time involved in the prior month was minimal or if arrangements are made for the payment of fees from bond proceeds. The account balance is due and payable on receipt of the statement.

Nonattest Services

As part of this engagement, we will perform certain nonattest services. For purposes of the Engagement Letter and this Scope Appendix, nonattest services include services that the *Government Auditing Standards* refers to as nonaudit services.

We will not perform any management functions or make management decisions on your behalf with respect to any nonattest services we provide.

In connection with our performance of any nonattest services, you agree that you will:

- > Continue to make all management decisions and perform all management functions, including approving all journal entries and general ledger classifications when they are submitted to you.
- > Designate an employee with suitable skill, knowledge, and/or experience, preferably within senior management, to oversee the services we perform.
- > Evaluate the adequacy and results of the nonattest services we perform.
- > Accept responsibility for the results of our nonattest services.
- > Establish and maintain internal controls, including monitoring ongoing activities related to the nonattest function.



Conflicts of Interest

Attachment A to the Engagement Letter contains important disclosure information that is applicable to this Scope Appendix.

We are unaware of any additional conflicts of interest related to this Scope Appendix that exist at this time.

Termination

This Scope Appendix will terminate according to the terms of the Engagement Letter.

If this Scope Appendix is acceptable, please sign below and return one copy to us for our files. We look forward to working with you on this important project.

Signature,

BAKER TILLY ADVISORY GROUP, LP



Eric J. Walsh, Principal

Signature Section:

The services and terms set forth in this Scope Appendix are agreed to on behalf of the Client by:

Name: _____

Title: Gina M. Leichthy, Mayor

Date: May 7, 2026



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

City Annex
204 East Jefferson Street, Suite 2
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donshuler@goshencity.com • goshen.in.gov
Phone (574) 537-3855 • Fax (574) 533-8626 • TDD (574) 534-3185

May 7, 2026

To: Board of Public Works and Safety

From: Don Shuler, Assistant City Attorney

RE: Amended Agreement with TROTM, LLC for Mill Race Townhomes Development

The attached Amended Agreement for the Sale, Purchase, and Development of Real Estate with TROTM, LLC contains updated terms for the development of three (3) parcels of real estate located between River Race Drive and South Second Street.

Under the Amended Agreement, City Redevelopment will transfer the real estate to TROTM, LLC for development. The development will include construction of townhomes across three structures. The anticipated capital investment has been adjusted, from an original estimate of \$15,000,000 to \$9,000,000. The City will retain a mortgage on the Real Estate, adjusted to \$2,000,000 in the Amended Agreement, that will only be released once minimum investment thresholds are met. Construction of the first structure and townhomes is anticipated to be complete by May 1, 2027, with completion of all structures by July 1, 2029. A track change version and a clean copy version of the Amended Agreement are provided.

Board of Works approval is necessary to authorize the utility-related provisions in the Agreement, which include permitting TROTM, LLC to tie the project's stormwater system to the City's infrastructure, ensuring connections for water and sewer service, utility tap abandonments, and sidewalk/curb adjustments.

Suggested Motion: Move to approve the Amended Agreement with TROTM, LLC, and authorize the Mayor to execute the amended agreement.

AMENDED AGREEMENT FOR THE SALE, PURCHASE AND DEVELOPMENT OF REAL ESTATE

THIS AMENDED AGREEMENT, is made and entered into this ~~May 12, 2026~~~~March 11, 2025~~, by and between City of Goshen, a municipal corporation and political subdivision of the State of Indiana acting through the Goshen Redevelopment Commission and Board of Public Works and Safety, hereinafter referred to as “Redevelopment,” and TROTM, LLC, an Indiana domestic limited liability company, hereinafter referred to as “Purchaser.”

WHEREAS Redevelopment sought proposals to develop three (3) parcels of real estate identified as tax codes 20-11-16-202-018-000-015 consisting of approximately .32 acres, 20-11-16-202-019.000-015 consisting of approximately .39 acres, and 20-11-16-202-020.000-015 consisting of approximately .30 acres, for a total of 1.01 acres, all located in Elkhart Township in the City of Goshen, Indiana hereinafter collectively referred to as the “subject real estate”. The subject real estate is shown as Exhibit A attached to this Agreement.

WHEREAS, Purchaser intends to construct three (3) residential structures consisting of six (6) townhomes per structure, with anticipated square footage of at least two thousand five hundred (2,500’) per townhome, with an anticipated capital investment of approximately ~~Fifteen~~Nine Million Dollars (~~\$159,000,000.00~~) (the “Project”);

Purchaser agrees to develop the subject real estate in accordance with the terms, covenants and conditions set forth in this Agreement. Redevelopment agrees to sell and Purchaser agrees to purchase the subject real estate.

REAL ESTATE

The subject real estate is described as follows:

Mill Race Townhomes Primary Subdivision Phase 1, Phase 2 and Phase 3 as recorded November 1, 2016 in Plat Book 36, page 62 as Instrument Number 2016-22780 in the office of the Recorder of Elkhart County, Indiana.

Formerly known as Lot One (1) of River Race Subdivision as recorded May 21, 2014 in Plat Book 35, Page 20 as Instrument Number 2014-08737 in the office of the Recorder of Elkhart County, Indiana.

CONSIDERATION FOR PURCHASE AND DEVELOPMENT

Purchaser agrees to pay Redevelopment the sum of One Dollar (\$1.00) (“purchase price”) for the subject real estate at the closing. Redevelopment will transfer title of the

subject real estate to Purchaser upon Purchaser obtaining all zoning approvals, by no later than ~~August 1, 2026~~ September 1, 2025.

As additional consideration, Purchaser commits to develop the subject real estate on the terms and conditions set forth in this agreement.

Redevelopment agrees to fulfill Redevelopment's obligations as set forth in this agreement.

REDEVELOPMENT LIEN

Redevelopment will retain a mortgage in the amount of ~~Three~~Two Million Dollars (\$~~23~~,000,000.00) to insure that Purchaser makes the agreed to investment in the real estate. At the time of the sale of a developed parcel of real estate Redevelopment will release the mortgage so that the parcel can be sold free and clear of the mortgage. If Purchaser transfers any undeveloped parcel of the real estate to Redevelopment, Redevelopment agrees to release the mortgage as to the portion of the real estate transferred. Additionally, Redevelopment agrees to subordinate its mortgage to allow Purchaser to acquire financing for the project so long as such financing is used solely for this development.

Once Purchaser has invested ~~Seven~~Thirteen Million Five Hundred Thousand Dollars (\$~~137,05~~00,000.00) into the real estate, Redevelopment will completely release its mortgage. Purchaser shall submit a certified report, prepared by a licensed accountant or financial professional, verifying that Purchaser has invested the minimum of ~~Thirteen~~Seven Million Five Hundred Thousand Dollars (\$~~137,05~~00,000.00) into the Project and subject real estate prior to Redevelopment releasing its mortgage entirely. The investment verification shall include documentation of hard and soft costs such as construction materials, labor, engineering, architectural services, and other directly related expenses.

During the term of the Project, Purchaser shall provide Redevelopment with quarterly progress reports detailing expenditures related to the project, starting thirty (30) days after closing. Redevelopment has the right to audit Purchaser's financial records related to the Project upon reasonable notice to verify Purchaser's required investment under this Agreement.

OBLIGATIONS OF REDEVELOPMENT

In order to induce Purchaser's commitment and investment, Redevelopment agrees to do the following at Redevelopment's expense:

1. Redevelopment will work with Purchaser to obtain a Site Status Letter from the Indiana Brownfield Program for the development and fund the completion of a Phase I Environmental Site Assessment within 180 days of closing.

2. Indiana Department of Environmental Management (IDEM) requires a two (2) foot cap of clean soil in any areas of the lots that are greenspace. Once final site layout has been established by the Purchaser, Redevelopment will compile available soil data and submit information to IDEM showing that all greenspace meets their closure requirements. If additional soil data is needed, sampling will be completed by Redevelopment. If additional excavation work and capping is needed, Redevelopment will coordinate the remediation activities with the Purchaser and fund the work. Redevelopment will submit all final documentation to IDEM requesting environmental closure for the site be granted to the Purchaser.
3. Redevelopment will fund the transport and disposal of all soils removed by Purchaser during the construction of the three (3) residential structures and replacement of the excavated soils with clean fill during or upon completion of construction. Redevelopment acknowledges that this process may require excavation, transportation and disposal of soils at separate times; perhaps once for the construction of each residential structure.
4. Redevelopment will fund a replat of the subdivision to modify the western property line per Exhibit CB prior to transfer of the land to the Developer.
5. Redevelopment agrees to affirmatively support any zoning change as long as the change is consistent with the terms and conditions of this Agreement. Redevelopment will support an approved landscaping plan through City Planning & Zoning that would allow alternative tree placement for the development.
6. Redevelopment will fund the abandonment of any unneeded water lateral/taps that were previously installed at the subject real estate. Redevelopment will fund reconstruction of any portion of River Race Drive adjacent to the subject real estate impacted by the abandonment of the unneeded water lateral/taps.
7. Redevelopment will not require the abandonment of unneeded sanitary sewer laterals along South 2nd Street; said unneeded services will be cut below grade and capped.
8. Redevelopment will fund the relocation of the sidewalk to the west of the subject real estate so it will be adjacent to the curb along South 2nd Street.

~~Redevelopment will maintain ownership of the green space on the west side of South 2nd Street but Purchaser agrees to including a landscaping plan for this area that Purchaser will install and maintain.~~

9. Redevelopment will allow the subject real estate's stormwater to tie into the storm system along South 2nd Street.

10. Curbs along east side of the property/west edge of River Race Dr.

OBLIGATIONS OF PURCHASER

As additional consideration for the purchase of the subject real estate, Purchaser agrees to the following at Purchaser's expense:

1. Purchaser agrees to develop a site plan and construct building and improvements consistent with the Purchaser's Site Construction Plans for The Row on the Millrace, dated April 20, 2026 and attached hereto as Exhibit B, Purchaser's Primary Plat attached hereto as Exhibit C, and generally consistent with the Purchaser's Renderings, attached hereto as Exhibit D~~plan as presented to the Redevelopment Commission on February 13, 2024.~~
2. Construct all building water lines and building sewer lines necessary to provide water and sewer service to each building constructed.
3. Comply with all applicable federal, state and local laws including all building codes and ordinances, all applicable zoning, and subdivision ordinances and all city engineering policies and standards.
4. Submit final site plans and architectural plans to Redevelopment Commission and obtain the Commission's approval before commencing construction. Approval will not be unreasonably withheld by the Commission.
5. Retention of stormwater by a method approved by city engineering department or otherwise consistent with this Agreement.
- ~~6. Develop a landscaping plan for the green space on the west side of South 2nd Street that Purchaser will install and that Purchaser will maintain said green space following installation. Upon completion of development and Purchaser's obligations hereunder, Purchaser shall transfer responsibility for maintenance of the green space to a properly formed and established HOA. It is anticipated that Redevelopment and said HOA will enter into an agreement concerning ongoing maintenance of the green space.~~

INFRASTRUCTURE CONSTRUCTION REQUIREMENTS

1. Water building lines, sewer building lines, sidewalks, and other appurtenant facilities, shall be constructed in accordance with detailed plans and specifications approved in advance of construction by the Goshen City Engineer and the Goshen Board of Public Works and Safety.

2. Redevelopment and Purchaser each agree to execute all deeds of easements, rights of way or other documents that are reasonably necessary, desirable or appropriate to further the development of the subject real estate and to provide for the future maintenance of the City of Goshen's water mains, sewer mains, streets and sidewalks.
3. All easements and rights of way obtained shall be recorded in the office of the Recorder of Elkhart County, State of Indiana.
4. City of Goshen will supply each residential building constructed on the subject real estate with water and sewer services to the property line upon the completion of the sewer building lines and water building lines necessary to provide the subject real estate with water and sewer services, but only if Purchaser constructs, at Purchaser's expense or otherwise consistent with this Agreement, water and/or sewer building lines from each building to be serviced to the existing water main or sewer main. Such building lines must be constructed in accordance with specifications reasonably approved by the Goshen City Engineer.
5. All new buildings constructed on the subject real estate shall be connected to the City's sewer system and water system at the expense of the purchaser of the subject real estate before the building is occupied.

PHASING AND DUTY TO DEVELOP

Purchaser will construct the exterior and the framework of the first structure, said structure consisting of at least fifteen thousand square feet (15,000 sq.ft.) on or before ~~July 1, 2026~~ May 1, 2027. Timing of the construction of the remaining structures will be based on demand, except all three (3) structures and all eighteen (18) townhomes must be constructed by July 1, 2029.

If Purchaser determines that market conditions substantially impact the demand for townhomes and thereby the ability to meet the construction deadlines set forth in this Agreement, Purchaser may submit a written request to Redevelopment for an extension. The request must include documentation demonstrating the specific market conditions affecting demand and a revised timeline for completion of the Project.

Redevelopment shall evaluate the request in good faith and may grant an extension of up to twelve (12) months per structure, provided that Purchaser demonstrates continued progress on the Project and adherence to all other obligations under this Agreement. Any extensions beyond twelve (12) months shall require an amendment to this Agreement.

LANDSCAPING REQUIREMENTS

The landscaping must be consistent with the City of Goshen landscaping requirements. Purchaser must pay for all required landscaping on the subject real estate.

CLOSING

The closing to transfer ownership of the subject real estate to Purchaser shall occur on or before ~~August 1, 2026~~ ~~May 1, 2025~~, subject to Purchaser obtaining all necessary zoning approvals for development of the subject real estate. The closing deadline may be extended by agreement of both parties. Parties will equally share the costs of the closing agent.

TITLE INSURANCE

1. Redevelopment will conduct at Redevelopment's sole cost a title search to confirm the ownership of the real estate for the benefit of Purchaser within thirty (30) days of the execution of this agreement.
2. At the time of closing, Redevelopment agrees to provide Purchaser with a deed conveying a merchantable title to the real estate and a policy of title insurance in standard ALTA owner's form insuring the title to the real estate to be conveyed by Redevelopment to Purchaser in an amount equal to the purchase price, to be free of defects, except such defects that are included in the standard exceptions forming a part of such policies.

WARRANTIES

1. Redevelopment shall deliver to Purchaser a warranty deed conveying to Purchaser a merchantable title to the real estate free and clear of all liens and encumbrances, except conditions of record including zoning restrictions, taxes and assessments.
2. Redevelopment makes no warranty, express or implied, that the real estate is suitable for any particular purpose. Purchaser has made its own inspection of the real estate and relies solely upon Purchaser's observation in deciding to purchase the real estate. Purchaser does not rely upon any representation of Redevelopment or any agent of Redevelopment.

POSSESSION OF REAL ESTATE

Possession and occupancy of the real estate will be delivered to the Purchaser on the date of closing.

RISK OF LOSS

Redevelopment shall assume the risk of loss until the closing at which time Purchaser shall assume the risk of loss.

PURCHASER'S WARRANTIES AND REPRESENTATIONS

1. Purchaser will construct buildings and infrastructure on the subject real estate in accordance with detailed plans submitted to Redevelopment for review and comment by Redevelopment prior to construction. Purchaser's construction will comply with all applicable federal, state and city statutes including building codes, subdivision ordinances, zoning ordinances, environmental rules and regulations. This agreement shall not be construed to limit Purchaser's right to petition and obtain zoning variances as it deems necessary.
2. The person signing this agreement warrants that such person has full lawful right, power and authority to execute and deliver this agreement to Redevelopment and has the authority to obligate TROTM, LLC to carry out the terms and conditions of this agreement.

DEFAULT AND REMEDIES

Each of the following shall constitute an event of default under this agreement

1. A proceeding under the provisions of the Federal Bankruptcy Code is filed against the Purchaser or the Purchaser voluntarily submits itself to such proceeding;
2. The Purchaser shall make an assignment for the benefit of creditors;
3. A receiver is appointed for the Purchaser, the subject real estate or assets of the Purchaser;
4. Either party materially violates or fails to keep, perform or comply with any of the terms, provisions, and covenants to be kept, complied and performed under this agreement.

Upon the occurrence of any event of default by the Purchaser, Redevelopment shall notify Purchaser in writing of the alleged default and shall demand performance to remedy the default. The Purchaser shall then proceed to remedy or cure such default with thirty (30) days after receiving the notice. If Redevelopment gives notice of a default of a nature that cannot be reasonably cured within the thirty (30) days, then no breach of this agreement shall be deemed to have occurred so long as the Purchaser, following notice by Redevelopment, proceeds to cure the default as soon as reasonably possible and continues to take all steps

necessary to cure the same within a reasonable period. In addition, no default shall have been deemed to have occurred if and so long as the Purchaser shall be delayed in or prevented from curing any default as a result of an unavoidable delay. An unavoidable delay shall mean any delay caused by reason of power outages, fire, acts of God, significant economic dislocations such as inflationary pressures, market collapses, or other unforeseen economic conditions that render performance commercially impracticable, or other reasons beyond Purchaser's control and not avoidable by reasonable diligence. Following any default by the Purchaser for which the Purchaser does not diligently pursue a cure, Redevelopment may institute and exercise any and all proceedings and remedies permitted by law or equity.

In the event that either the Purchaser or Redevelopment breach or default under any terms of this agreement, the non-defaulting party shall have the right to such damages as may be available in law or equity, including the right to compel specific performance and/or the right to recover costs and expenses in enforcing the provisions of this agreement, the costs and expenses incurred to the date of the breach in complying with the terms of this agreement and the costs and expenses relating to the initiation of construction and development of the plans.

AMENDMENT

This Agreement may be amended only by mutual written consent of the parties. Either party seeking an amendment shall submit a written request detailing the proposed amendment, the reasons for the amendment, and any supporting documentation.

The other party shall have thirty (30) days to review and respond to the request. If both parties agree to the amendment, they shall execute a written amendment that shall become effective upon execution. Amendments may be used to address changes in deadlines for closing, construction completion, or any other material term of the Agreement.

In the event of unforeseen circumstances impacting the Project, including but not limited to delays in permitting, environmental remediation, or changes in market conditions, either party may propose an amendment to adjust timelines, obligations, or other relevant provisions to ensure the project's successful completion.

MISCELLANEOUS

1. This agreement shall be construed in accordance with and governed by the laws of the State of Indiana.
2. In the event that legal action is brought to enforce or interpret the terms and conditions of this agreement, the proper venue for such action will be in a court of competent jurisdiction in Elkhart County, Indiana.

3. In the event that either party brings an action to enforce any right conferred by this agreement or to force the other party to fulfill any obligation imposed by this agreement, the prevailing party of such action shall be entitled to recover all costs of that action, including reasonable attorney's fees.
4. In the event that any provision of this agreement is found to be invalid or unenforceable, then such provision shall be reformed in accordance with applicable law. The invalidity or unenforceability of any provision of this agreement shall not affect the validity or enforceability of any other provision of this agreement.
5. All provisions, covenants, terms and conditions of this agreement apply to and bind the parties and their legal heirs, representatives, successors and assigns.
6. This agreement constitutes the entire agreement between the parties and supersedes all other agreements or understanding between Redevelopment and Purchaser.
7. The parties' rights and obligations may not be assigned or otherwise transferred without the written consent of the other party, said consent to not be unreasonably withheld.

IN WITNESS WHEREOF, the parties have set their hands to this amended agreement, made effective -the day and year first written above.

City of Goshen Redevelopment Commission

TROTTM, LLC

 Becky Hutsell, Director
 Goshen Redevelopment

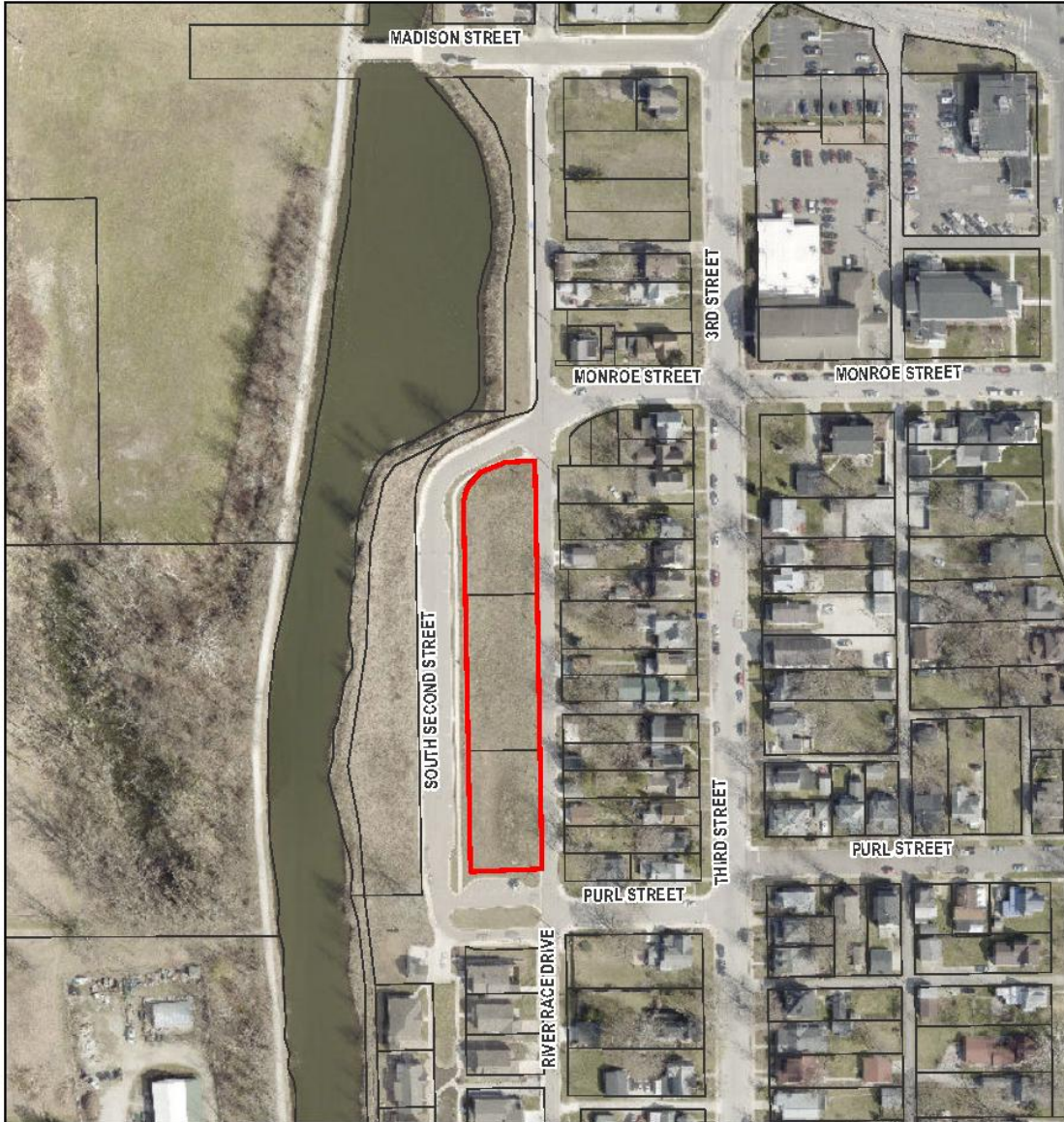
 Printed:_____

City of Goshen
 Board of Public Works and Safety

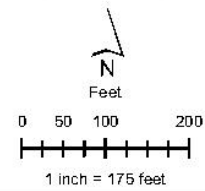
Title:_____

 Gina M. Leichty, Mayor

Exhibit A



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.



Millrace Townhomes Subdivision Redevelopment Property

Information as of
March 2023

The City of Goshen
Department of Public Works & Safety
Office of Engineering
204 East Jefferson Street, Goshen, Indiana 46528
Phone: 574-534-2201 Fax: 574-533-8628

Exhibit B

SITE CONSTRUCTION PLANS FOR:

THE ROW ON THE MILLRACE

WEST OF RIVER RACE DRIVE AND EAST OF SOUTH SECOND STREET, GOSHEN, IN 46526

UTILITY CONTACTS	
Water & Sewer Goshen Water Department 203 South 5th Street Goshen, IN 46528 574-533-9399 Emergency Contact After Hours: (574) 534-5306	Electric & Gas NIPSCO 300 East Kershner Road Goshen, IN 46526 800-464-7726
Cable TV Comcast North 199 County Road 6 Elkhart, IN 46514 800-934-6498	Communications New Paris Telephone, Inc. 19066 County Road 46 New Paris, IN 46553 574-831-2176
Telephone Frontier 1434 Johnson Street Elkhart, IN 46514 574-369-6366	Fire Department Goshen Central Fire Station 290 North Third Street Goshen, IN 46528 574-533-7878

UTILITY INFORMATION

UTILITY LOCATIONS ARE TAKEN FROM SUBSTANTIAL ABOVE GROUND EVIDENCE AND APPROXIMATED FROM RECORDED AS-BUILT'S MADE AVAILABLE (INCLUDING, BUT NOT LIMITED TO, MANHOLE, HYDRANT, VALVE, UTILITY REESTABLISHMENT RECORDS AND MARKING) SET ON THE GROUND SURFACE BY OTHERS. THESE UTILITIES HAVE BEEN RECORDED WITH AS MUCH ACCURACY AS CAN BE ACHIEVED WITHOUT COMPROMISED SPACE ENTRY. CAUTION: THERE MAY BE OTHER UTILITIES EXISTING BELOW GROUND THAT WERE NOT MARKED BY OTHERS NOR HAVE VISIBLE ABOVE GROUND EVIDENCE. CONTRACTOR IS RESPONSIBLE FOR FIELD VERIFYING LOCATIONS AND DEPTH OF ALL UTILITIES AND PIPING AS NECESSARY PRIOR TO ANY AND ALL CONSTRUCTION. CONTACT ENGINEER IF ANY DISCREPANCIES DISCOVERED.

CALL 811 OR (800) 382-5544
24 HOURS A DAY, SEVEN DAYS A WEEK

Part of the NW Qtr of Section 16 and SE Qtr of Section 9, T-36-N, R-6-E, City of Goshen, Elkhart Township, Elkhart County, Indiana



VICINITY MAP
(NOT TO SCALE)

OWNER
 CITY OF GOSHEN INDIANA
 DEPARTMENT OF REDEVELOPMENT
 202 SOUTH FIFTH STREET
 GOSHEN, IN 46528
 (574) 533-2079

DEVELOPER
 TROT.M, LLC
 GOSHEN, INDIANA
 (574) 747-7955

SURVEYOR / ENGINEER
ABONMARCHÉ
 303 River Race Drive, Unit 206
 Goshen, IN 46526
 T 574.533.9913



LOCATION MAP
(NOT TO SCALE)

SHEET INDEX

C0.0	COVER SHEET
C0.1	TOPOGRAPHIC SURVEY
C1.0	PUD FINAL SITE PLAN
C1.1	LANDSCAPE PLAN
C1.2	FIRE TRUCK MANEUVERING
C2.0	DRAINAGE AND UTILITY PLAN
C3.0 - C3.4	CONSTRUCTION DETAILS
C4.0 - C4.4	STORMWATER POLLUTION PREVENTION PLAN

UTILITY COORDINATION
 UPDATED APRIL 20, 2026

ABONMARCHÉ
 303 River Race Drive, Unit 206
 Goshen, IN 46526
 574.533.9913
 abonmarche.com
 © 2026

Surveying
 Engineering
 Architecture

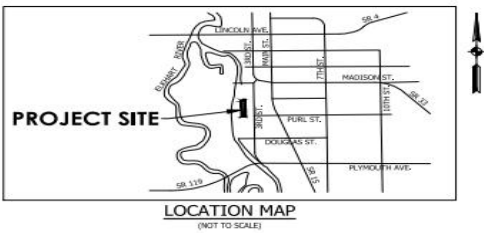
ABONMARCHÉ CONSULTANTS, INC.

TROT.M, LLC
THE ROW ON THE MILLRACE
 VACANT LAND, WEST OF RIVER RACE DRIVE AND EAST OF SOUTH SECOND STREET, GOSHEN, IN 46526
COVER SHEET

ISSUE DATE: 04-20-2026
 PREP BY: DA/CC/RS

4. 46526-PUD-CITY TECH REVIEW 4/30/2024
 4. ASSURANCE DRAWING - SITE
 GENERAL SHEET BY PRODUCE USE ENGINEERING
 SHOWS DO NOT SCALE DRAWINGS

PROJECT NO: 24-1025
C0.0



LINE TABLE		
LINE NO.	LENGTH	DIRECTION
L1	4.16'	S00°48'36"E

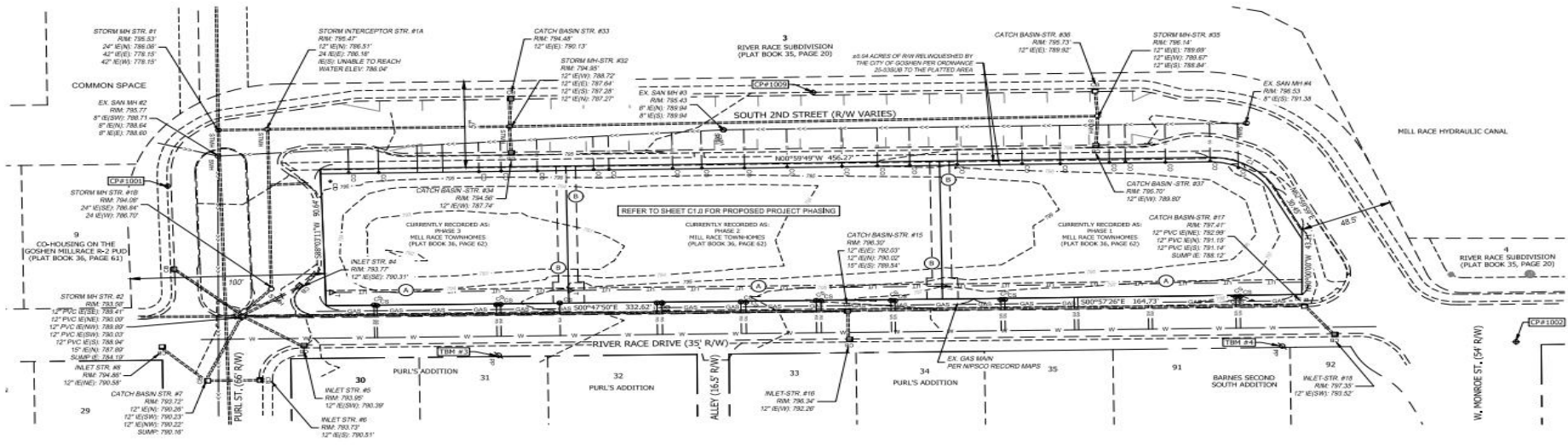
CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD
C1	42.44'	38.00'	63°59'48"	N01°00'05"E	45.27'

TOPOGRAPHIC SURVEY

PHASES 1 THROUGH 3 IN MILL RACE TOWNHOMES; SAID PLAT BEING RECORDED IN THE OFFICE OF THE RECORDER OF ELKHART COUNTY IN PLAT BOOK 36, PAGE 62; ALSO BEING IN THE NORTHEAST QUARTER OF SECTION 16 AND THE SOUTHEAST QUARTER OF SECTION 9, ALL IN TOWNSHIP 36 NORTH, RANGE 6 EAST, ELKHART TOWNSHIP, ELKHART COUNTY, INDIANA
 ADDRESS: VL, SOUTH 2ND STREET, GOSHEN, IN 46526
 TAX ID #: 20-11-16-202-018,000-015; 20-11-16-202-019,000-015; 20-11-16-202-020,000-015

LEGAL DESCRIPTION

PHASES 1 THROUGH 3 IN MILL RACE TOWNHOMES; SAID PLAT BEING RECORDED IN THE OFFICE OF THE RECORDER OF ELKHART COUNTY IN PLAT BOOK 36, PAGE 62.



SURVEY NOTES

- THIS TOPOGRAPHIC SURVEY WAS PERFORMED FOR: VIEWRAIL
- EQUIPMENT USED: TOPCON ROBOTIC TOTAL STATION AND HYPER VR GPS UNIT.
 HORIZONTAL DATUM: INDIANA EAST STATE PLANE
 PROJECTION: NAD 83 POLYTRANS
 VERTICAL DATUM: INCORS NAVD88
- BEARINGS BASIS PER INDIANA EAST STATE PLANE
- A TOPOGRAPHIC SURVEY OF THE PROJECT SITE TO RECHECK EXISTING FEATURES AND UTILITIES WAS PERFORMED ON SEPTEMBER 11 OF 2024.
- UTILITIES SHOWN ARE TAKEN FROM UTILITY LOCATES PER INDIANA B11 TICKET #2406300728 AND SUBSTANTIAL FIELD EVIDENCE. CONTRACTOR SHALL FOLLOW STANDARD PROCEDURES FOR UTILITY VERIFICATION AND FIELD VERIFY LOCATIONS AND DEPTHS OF ALL UTILITIES PRIOR TO ANY EARTH MOVING ACTIVITIES AND UTILITY CONSTRUCTION.
- CAUTION EXISTING UTILITIES: SHOWN LOCATIONS ARE TAKEN FROM SUBSTANTIAL ABOVE GROUND EVIDENCE AND APPROXIMATE FROM RECORD AS-BUILTS MADE AVAILABLE (INCLUDING, BUT NOT LIMITED TO, MANHOLES, HYDRANTS, VALVES, UTILITY PRECASTS AND BOXES, AND MARKSURFACE SETS ON THE GROUND SURFACE BY OTHERS). PIPE INVERTS HAVE BEEN MEASURED WITH AS MUCH ACCURACY AS CAN BE ACHIEVED WITHOUT COMPILED SPACE ENTRY.
- FLOOD NOTE: THIS PARCEL IS NOT WITHIN 1% ANNUAL CHANCE FLOOD (SPECIAL FLOOD HAZARD AREA) AS SCALED AND DEPICTED ON THE FEMA/FIRM COMMUNITY PANEL NUMBER 1803900254D WITH AN EFFECT MAP DATE OF AUGUST 2, 2011.
- EASEMENTS MAY EXIST THAT ARE NOT SHOWN ON THIS DRAWING. RESEARCH OF THE LATEST AVAILABLE TITLE INSURANCE POLICY AND/OR A SEARCH OF THE RECORDS OF THE OFFICE OF THE ELKHART COUNTY RECORDER'S OFFICE, INDIANA SHOULD BE PERFORMED TO DETERMINE THE EXISTENCE OF RELEVANT DOCUMENTS THAT MAY AFFECT THIS PARCEL.
- SURVEY REFERENCE DOCUMENTS: PLAT OF MILL RACE TOWNHOMES (PLAT BOOK 36, PAGE 62)
- THIS DOCUMENT IS NOT A BOUNDARY SURVEY AND SHOULD NOT BE USED TO ASSESS PROPERTIES OR ESTABLISH PROPERTY LINES AND IS FOR LOCATION OF FEATURES AND ELEVATIONS AS SHOWN, REFER TO THE RECORDED DEED AND PLAT INFORMATION SHOWN ON THE FACE OF DRAWING.
- DISCREPANCIES OR CONFLICTS IN THE PLANS AND/OR SITE CONDITIONS SHALL BE COMMUNICATED TO THE SURVEYOR/ENGINEER TO ENSURE THAT CLARIFICATIONS AND/OR REVISIONS CAN BE MADE PRIOR TO CONSTRUCTION.

CONTROL POINT TABLE			
POINT #	RAW DESCRIPTION	NORTHING	EASTING
1801	PK	2,306,133.83	281,446.24
1802	PK	2,306,826.36	281,549.03
1809	TRAV NAIL	2,306,460.17	281,384.03

BENCHMARKS		
No.	Description	Elevation
TBM #3	MAG NAIL IN POWER POLE #672460 ON EAST SIDE OF RIVER RACE DRIVE APPROX. 146' NORTH OF CENTERLINE OF WEST PURL STREET	795.99
TBM #4	MAG NAIL IN POWER POLE #1495-028 ON EAST SIDE OF RIVER RACE DRIVE APPROX. 100' SOUTH OF THE CENTERLINE OF WEST MONROE STREET	798.57

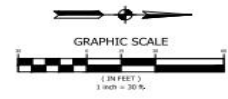
LEGEND

- TBM #3 TEMPORARY BENCHMARK
- EXISTING GROUND CONTOURS
- CURB CATCH BASIN
- STORM MANHOLE
- SANITARY MANHOLE
- SANITARY CLEANOUT
- WATER CURB STOP
- TELEPHONE PEDESTAL
- POWER POLE
- BURIED TELEPHONE LINE
- GAS LINE
- SANITARY SEWER LINE
- STORM SEWER
- WATER MAIN
- WATER SERVICE
- 10' UTILITY EASEMENT PER INSTRUMENT #201-6-08737
- 10' SIDEWALK & UTILITY EASEMENT (5' EA. SIDE OF PROPERTY LINE)

OWNER
 CITY OF GOSHEN INDIANA
 DEPARTMENT OF REDEVELOPMENT
 202 S. FIFTH STREET
 GOSHEN, IN 46528

UTILITY INFORMATION

THE UNDERGROUND UTILITIES SHOWN HAVE BEEN LOCATED FROM FIELD SURVEY INFORMATION AND EXISTING DRAWINGS. FIELD SURVEY INFORMATION CONSISTING OF PAINT MARKINGS FOUND ON THE GROUND FOR THE INDIANA UNDERGROUND PLANT PROTECTION SERVICE (UPPS) IS THE ONLY MARKINGS SHOWN HEREON AS EVIDENCE OF PROBABLE UNDERGROUND UTILITY LOCATIONS AND ARE CONSIDERED WITH TYPICAL UTILITY MARKINGS. HOWEVER, NO UTILITY REPORT WAS PRESENTED TO AUTHENTICATE THESE MARKINGS. THE CURE OF THIS PLATMAP SHOULD RELY ON SUCH MARKERS AT THEIR OWN RISK. THE SURVEYOR MAKES NO GUARANTEE THE UNDERGROUND UTILITIES COMPRISE ALL SUCH UTILITIES IN THE AREA. EITHER UNDERGROUND OR ABOVEGROUND, THE SURVEYOR FURTHER DOES NOT WARRANT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED, ALTHOUGH THE SURVEYOR DOES CERTIFY THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM INFORMATION AVAILABLE. THE SURVEYOR WAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES.



LAND SURVEYOR'S CERTIFICATE

I, CAMERON L. BERON, BEING AN INDIANA REGISTERED LAND SURVEYOR, CERTIFY THAT THIS TOPOGRAPHIC SURVEY WAS DONE UNDER MY SUPERVISION AND THAT ALL INFORMATION CONTAINED IN THIS DOCUMENT IS TRUE AND IS ACCURATELY SHOWN TO THE BEST OF MY KNOWLEDGE AND BELIEF.

Cameron L. Beron 04/20/2026
 CAMERON L. BERON, P.E.
 PROFESSIONAL SURVEYOR #1521900005
 STATE OF INDIANA

ABONMARCHÉ
 Surveying
 Engineering
 Architecture

303 River Race Drive, Unit 206
 Goshen, IN 46526
 T 574.533.9911
 F 574.533.9911
 abonmarche.com

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 ABONMARCHÉ CONSULTANTS, INC.

TROTUM, LLC

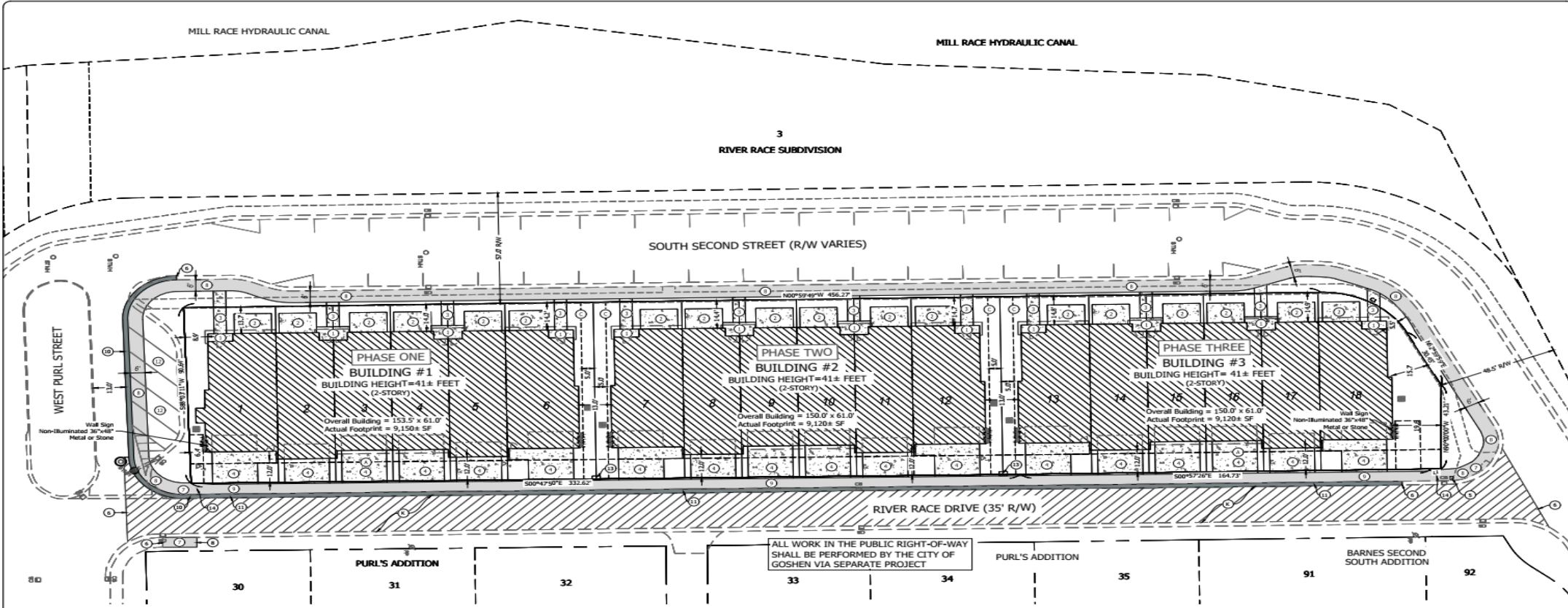
THE ROW ON THE MILLRACE

VACANT LAND, WEST OF RIVER RACE DRIVE AND EAST OF SOUTH 2ND STREET, GOSHEN IN 46526

TOPOGRAPHIC SURVEY

ISSUE DATE: 02/23/2026
 PLOT: B204 GA/QC: CLR

1. REVIEW PER CITY TECH REVIEW 4/20/26
 4. EVIDENCE / REVIEW DATE
 ORIGINAL SHEET ELEVATION OF CONSTRUCTION
 PROJECT NO: 24-1025
CO.1



ABONMARCHÉ
 Survey/PG
 Engineering
 Architecture
 308 River Race Drive, Unit 206
 Goshen, IN 46526
 T 574.833.9113
 F 574.833.9111
 abonmarche.com
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 ABONMARCHÉ CONSULTANTS, INC.

TROTM, LLC
THE ROW ON THE MILLRACE
 VACANT LAND, WEST OF RIVER RACE DRIVE AND EAST OF SOUTH SECOND STREET, GOSHEN, IN 46526
PUD FINAL SITE PLAN

GENERAL NOTES

- Current Zoning: "B-2" Planned Unit Development Overlay District
- Existing Land Use: Vacant Land
- Proposed Land Use: Attached Single-Family Residential
- Project shall be serviced by City of Goshen Municipal Sanitary Sewer and Water.
- Minimum Building Setbacks:
 Front = Zero (0) feet
 Side = Zero (0) feet
 Rear = Zero (0) feet
- The City of Goshen's municipal storm sewer system will accommodate the proposed building and site drainage.
- All proposed driveways shall be paved and privately owned.
- All landscaping, lighting, and signage shall be in accordance with the PUD Ordinance(s) and the City of Goshen Zoning Ordinance unless the proper variances are obtained.

LINE TABLE

LINE NO.	LENGTH	DIRECTION
L1	4.16'	S00°48'36"E

CURVE TABLE

CURVE #	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD
C1	62.44'	30.00'	67°30'48"	N03°58'56"E	62.37'

TABULATED SITE DATA

Current Site Area	= 1.00± Acres	
Proposed Property to be Added	= 0.04± Acres	
Proposed Site Area	= 1.04± Acres	
Proposed Land Coverage	Area (Acres)	Percentage
Proposed Buildings	0.64	61.5
Proposed Hard Surface	0.26	25.0
Open Space / Landscaping	0.14	13.5
Total	1.04±	100

PARKING CALCULATIONS

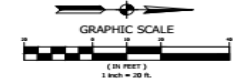
Required Parking:	2 Spaces Per Residential Unit x 18 Units	36 Spaces
Proposed Parking:	2 Spaces in Each Garage x 18 Garages	36 Spaces

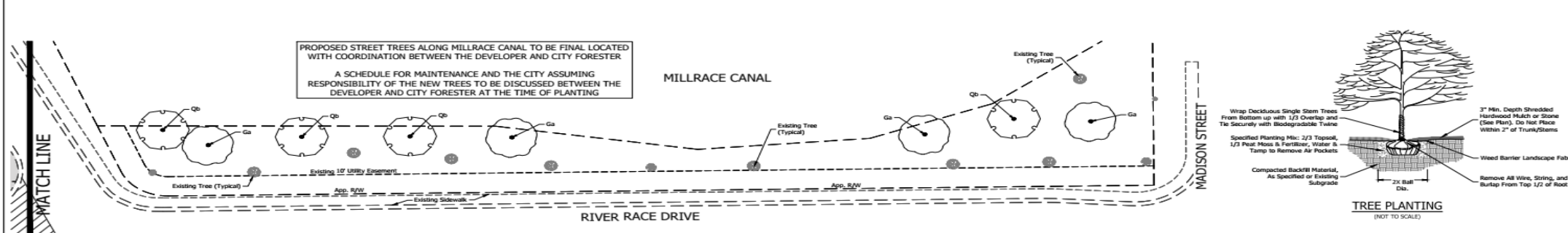
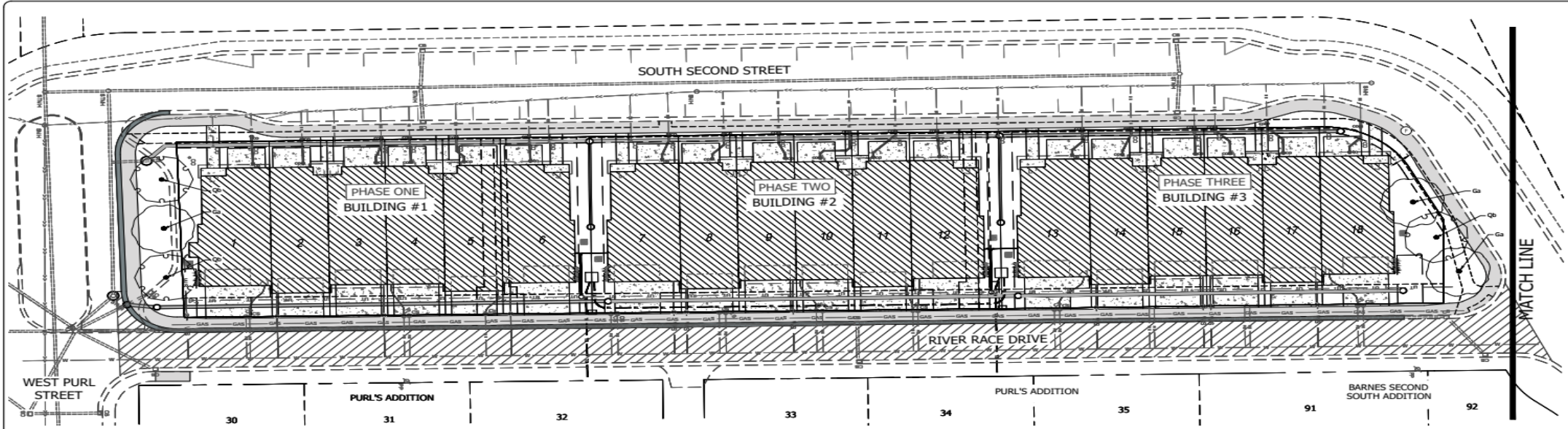
LEGAL DESCRIPTION

Mill Race Townhomes Primary Subdivision Phase 1, Phase 2, and Phase 3 as recorded November 1, 2016 in Plat Book 36, Page 62 as instrument number 2016-22780 in the Office of the Recorder of Elkhart County, Indiana.

LEGEND

- Concrete Stoop, 4" Thick, with Sidewalk to Street with Steps as Required, Use Dowels to Tie to Foundation (See Architectural Drawings)
- Concrete Patio (See Architectural Drawings)
- Concrete Sidewalk, 4" Thick (See Sheet C3.0)
- Private Concrete Driveway (See Architectural Drawings)
- Existing Mailbox to Either Remain or be Relocated by the Homeowner and Developer prior to Building #3 (Phase Three)
- Sawcut to Create Clean Vertical Joint
- ADA Sidewalk Ramp (By City of Goshen)
- Remove Existing Sidewalk and Install New Concrete Sidewalk, 4" Thick, 6 Feet Wide, Adjacent to Existing Curb (By City of Goshen)
- Concrete Sidewalk, 6" Thick, 5 Feet Wide Unless Otherwise Noted (By City of Goshen)
- Concrete Curb and Gutter (By City of Goshen)
- Remove Existing Concrete Curb along River Race Drive and Install New Continuous Depressed Curb and Gutter (By City of Goshen)
- Remove Existing Angled Parking Pavement and Adjacent Curb and Re-Grade with Topsoil and Stabilize with Seed Mixture (By City of Goshen)
- Mailbox Station per Local Post Office Requirements and Agreement with Developer
- Transition New Sidewalk from 6 Feet Wide Adjacent to Concrete Curb to 5 Feet Wide to the North (By City of Goshen)
- Not in Use
- Existing 10" Utility Easement per Instr. #2014-08737 to Remain
- Proposed 10" Drainage Easement (5' Each Side of Property Line)
- Concrete Pavement
- Water Service Curb Stop
- Storm Structure
- Storm Manhole
- Sanitary Cleanout
- Sanitary Manhole
- Telephone Pedestal
- Full Depth Asphalt Replacement (By City of Goshen)
 155 Bu/yard HMA Surface (1 1/2")
 275 Bu/yard HMA Binder (2 1/2")
 330 Bu/yard HMA Base (3")
 6" Compacted #53 Aggregate Base**
 **Water Service Trenches to Receive Aggregate Base





LANDSCAPE REQUIREMENTS

- Contractor is responsible for locating and verifying all utilities prior to commencing any work. Utilities shown on the drawings are for "reference only" and may not depict exact locations or depths. Contractor shall notify 811, prior to any excavation for existing underground utility locations.
- Contractor shall field modify plan locations (as required), for approval, to avoid conflicts with existing underground utility lines, piping, etc. Contractor shall be responsible for any damage to utilities caused by their operations and associated repair costs.
- Contractor is responsible for obtaining any required permits.
- Contractor shall examine existing conditions and verify that they are acceptable for the required work. Notify the Landscape Architect of any discrepancies with the information shown on the plans before beginning work. Prior to starting work, the Contractor shall complete rough grading in planting areas and remove all debris larger than one inch (1") in diameter from the soil. Coordinate final grading and topsoil placement and/or soil modifications with plant installation.
- Protect all existing pavement, structures, utilities, and plant material.
- Contractor is responsible for removal of any existing grass, weeds, or scrub growth within limits of plant bed edge or within 5' diameter circle around the base of each tree.
- Plans and other materials are quantified and summarized for the convenience of the owner and jurisdictional agencies only. Contractor shall confirm and install sufficient quantities to complete the work as drawn on the plans. No additional payments will be made for materials required to complete the work as drawn. Contractor is responsible for verifying all quantities.
- All proposed plant substitutions must be approved by the Landscape Architect and City of Goshen Forestry Department.
- All plant material shall be warranted for one (1) year from the date of final acceptance.

- Plants shall conform to the minimum measurements listed on the plant list.
- All plant material shall be shall comply with all recommendations and requirements of ANSI Z60.1-2004 "American Standard for Nursery Stock." Plant material shall be healthy, vigorous stock grown with good horticultural practice under climatic conditions similar to those of the project site, and installed in accordance with methods established by the American Association of Nurserymen.
- All material must be tagged by the nursery of origin for proper identification in the field. Tags are only to be removed after acceptance and inspection by the Landscape Architect.
- All trees to be mulched with 3" depth natural shredded hardwood mulch free of foreign matter. All shrub/ornamental grass/perennial beds to receive 3" depth decorative river rock mulch installed on top of 6 oz. minimum non-woven landscape fabric weed barrier. Trees outside of bed lines to be mulched with a 5' diameter mulch ring. Mulch shall not be placed within 3" of trunks.
- Rake topsoil to eliminate uneven areas and remove debris, roots, branches, and stones in excess of 1 inch size. Ensure positive drainage is retained away from buildings during landscape construction activities.
- Seed limit lines are approximate. All landscape areas disturbed by construction shall be seeded unless noted otherwise.
- Contractor is responsible for erosion control in all seeded areas.
- All planting bed edges shall receive a spade edge.
- Clean all surfaced of soil, mulch and landscape debris after work is complete.

LANDSCAPING REQUIREMENT

New deciduous trees are proposed to meet the perimeter street tree requirement.

Proposed Street Trees
 On-Site = 6 Trees
 On-Site on City Property = 8 Trees**
 Total Required = 14 Trees

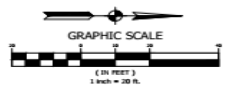
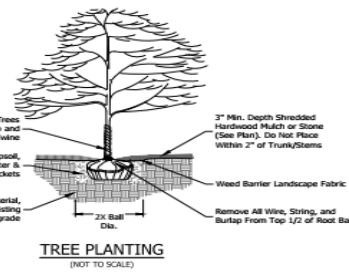
** On City of Goshen Redevelopment Property Adjacent to the Mill Race Canal

Note:
 A minimum of five (5) trees are required to be planted with each building.

PLANT SCHEDULE

TREES	QTY	REMARKS	BOTANICAL NAME	COMMON NAME	SIZE	CONTAINER
OB	7	50'-60" Height At Maturity	Quercus bicolor	Swamp White Oak	2" CAL	B&B
Ga	7	40'-50" Height At Maturity	Grisea labiba 'Autumn Gold'	Autumn Gold Maidenhair Tree	2" CAL	B&B

QUANTITIES SHOWN ON THE PLANT LIST ARE FOR THE CONTRACTOR'S INFORMATION ONLY. IN CASE OF DISCREPANCY, THE ACTUAL COUNT ON THE LANDSCAPE PLAN PREVAILS.



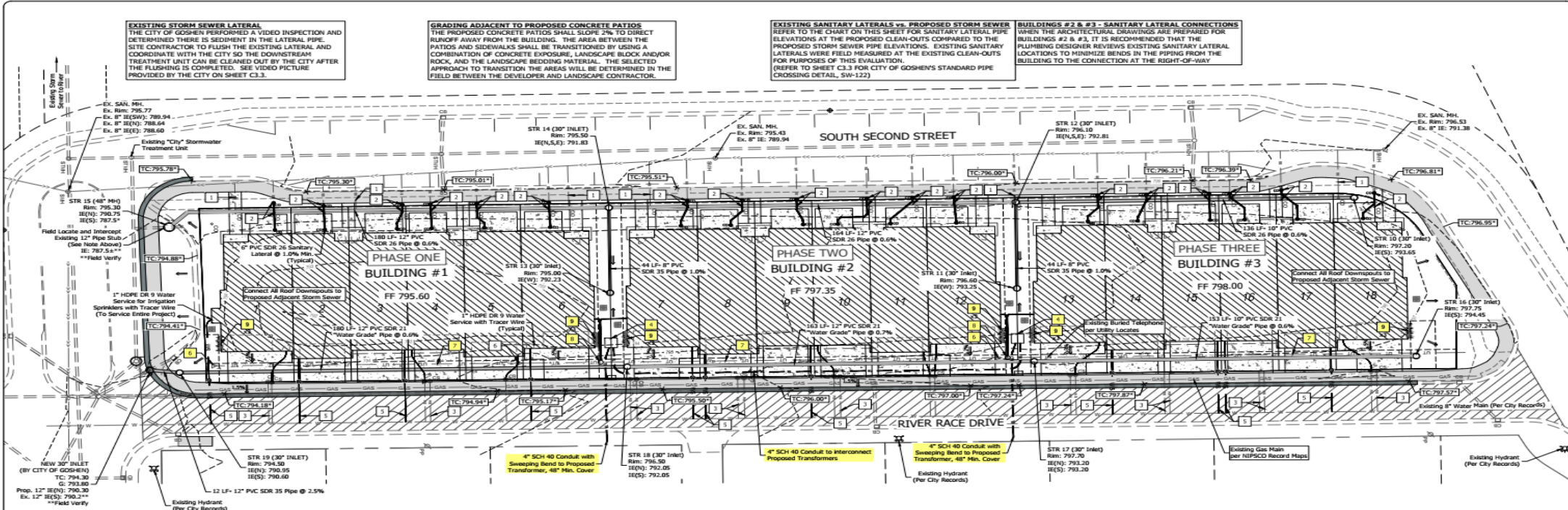
ABONMARCHÉ
 Consulting
 Engineering
 Architecture
 303 River Race Drive, Unit 206
 Goshen, IN 46526
 1.574.333.9113
 F.574.333.9111
 abonmarche.com
 © 2026

TROTM, LLC
THE ROW ON THE MILLRACE
 VACANT LAND, WEST OF RIVER RACE DRIVE AND EAST OF SOUTH SECOND STREET, GOSHEN, IN 46526
LANDSCAPE PLAN

ISSUE DATE: 04.20.2026
 PM/DEM QA/CC: KJ

1. REVISED PER CITY TECH REVIEW 4.20.2026
 2. ISSUANCE / REVISION DATE
 ORIGINAL SHEET RESPONSE USE ONLY (DO NOT WRITE)
 PROJECT NO: 24-1025

C1.1



EXISTING STORM SEWER LATERAL
 THE CITY OF GOSHEN PERFORMED A VIDEO INSPECTION AND DETERMINED THERE IS SEDIMENT IN THE LATERAL PIPE. SITE CONTRACTOR TO FLUSH THE EXISTING LATERAL AND COORDINATE WITH THE CITY SO THE DOWNSTREAM TREATMENT UNIT CAN BE CLEANED OUT BY THE CITY AFTER THE FLUSHING IS COMPLETED. SEE VIDEO PICTURE PROVIDED BY THE CITY ON SHEET C3.3.

GRADING ADJACENT TO PROPOSED CONCRETE PATIOS
 THE PROPOSED CONCRETE PATIOS SHALL SLOPE 2% TO DIRECT RUNOFF AWAY FROM THE BUILDINGS. THE AREA BETWEEN THE PATIOS AND SIDEWALKS SHALL BE TRANSITIONED BY USING A COMBINATION OF CONCRETE EXPOSURE, LANDSCAPE BLOCK AND/OR ROCK, AND THE LANDSCAPE BEDDING MATERIAL. THE SELECTED APPROACH TO TRANSITION THE AREAS WILL BE DETERMINED IN THE FIELD BETWEEN THE DEVELOPER AND LANDSCAPE CONTRACTOR.

EXISTING SANITARY LATERALS vs. PROPOSED STORM SEWER
 REFER TO THE CHART ON THIS SHEET FOR SANITARY LATERAL PIPE ELEVATIONS AT THE PROPOSED CLEAN-OUTS COMPARED TO THE PROPOSED STORM SEWER PIPE ELEVATIONS. EXISTING SANITARY LATERALS WERE FIELD MEASURED AT THE EXISTING CLEAN-OUTS FOR PURPOSES OF THIS EVALUATION. (REFER TO SHEET C3.3 FOR CITY OF GOSHEN'S STANDARD PIPE CROSSING DETAIL, SW-122)

BUILDINGS #2 & #3 - SANITARY LATERAL CONNECTIONS
 WHEN THE ARCHITECTURAL DRAWINGS ARE PREPARED FOR BUILDINGS #2 & #3, IT IS RECOMMENDED THAT THE PLUMBING DESIGNER REVIEW EXISTING SANITARY LATERAL LOCATIONS TO MINIMIZE BENDS IN THE PIPING FROM THE BUILDING TO THE CONNECTION AT THE RIGHT-OF-WAY.

EXISTING SANITARY LATERALS vs. PROPOSED STORM SEWER					
Lot Number	Sanitary Lateral Invert Elevation at Storm Sewer Crossing	Proposed Cleanout Top of Pipe	Bottom of Proposed Storm Sewer	Estimated Vertical Separation	Proposed Cleanout Invert Elevation at Building
1	789.4±	790.9±	790.9±	0.9±	789.4±
2	789.3±	789.9±	791.0±	1.1±	789.4±
3	789.5±	790.1±	791.2±	1.1±	789.6±
4	789.5±	790.1±	791.2±	1.1±	789.6±
5	789.7±	790.3±	791.3±	1.0±	789.9±
6	789.9±	790.5±	791.5±	1.0±	789.9±
7	790.3±	790.9±	791.5±	1.0±	790.3±
8	790.4±	791.0±	792.0±	1.0±	790.5±
9	790.4±	791.0±	792.1±	1.1±	790.4±
10	790.5±	791.1±	792.3±	1.2±	790.7±
11	790.6±	791.2±	792.4±	1.2±	790.7±
12	790.8±	791.4±	792.5±	1.1±	790.9±
13	791.0±	791.6±	792.8±	1.2±	791.1±
14	791.1±	791.7±	793.0±	1.3±	791.2±
15	791.2±	791.8±	793.1±	1.3±	791.3±
16	791.2±	791.8±	793.2±	1.4±	791.3±
17	791.2±	791.8±	793.3±	1.5±	791.3±
18	-	-	-	-	791.8±

GENERAL NOTES

- Construction, Materials, and Testing shall be in accordance with the latest Standard Construction Specifications of the City of Goshen.
- Contractor shall require all utility companies prior to construction for locations of underground utilities. Any damages done to any public and/or private properties during construction shall be repaired at the Contractor's expense.
- Unsuitable materials that could affect the integrity of pipes and pavement shall be properly treated.
- Any removed and/or pavement, sidewalk, curb, etc., shall be replaced using the same type of material and brought back to its original grade and alignment.
- No closing of streets shall be permitted without prior approval from the City.
- Contractor shall take all necessary precautions to protect the work and safety of the public and provide, erect, and maintain all necessary barricades, suitable and sufficient lights, danger signals, signs, and other traffic control devices in accordance with the Indiana Manual on Uniform Traffic Control Devices for Streets and Highways.
- Contractor shall obtain all necessary project permits from all respective governmental agencies.
- All backfill for pipe trenches and site grading shall be performed in 6-inch lifts maximum and compacted to 98% Modified Proctor to proposed subgrade. Pipe bedding shall be in accordance with ASTM D-2211 for flexible and rigid pipe. Compaction testing shall be done by a qualified soil testing firm approved by the General Contractor.
- Contractor shall verify the water table and include in the bid the cost for dewatering to City of Goshen Standards. If necessary, the water table shall be lowered to 12 inches below the pipe invert prior to installation.
- Water and sewer pipes shall have a minimum horizontal separation of 10 feet from edge of pipe to edge of pipe. Whenever water pipes must cross above or below sewer pipes, a minimum vertical separation of 18 inches is required between the outside of the water pipe and the outside of the sewer pipe. If this cannot be met, the sewer pipe shall be constructed of water grade pressure pipe meeting AWWA Standards for a distance of 10 feet each side of the water pipe with a minimum 6 inches of separation. At crossings, one full length of water pipe shall be installed so that the joints will be as far from the sewer pipe as possible.
- Discrepancies or conflicts in the plans and/or site conditions shall be communicated to the General Contractor / Engineer to ensure that clarifications and/or revisions can be made prior to construction.

ALL SANITARY CLEAN-OUTS LOCATED IN CONCRETE SIDEWALKS SHALL INCLUDE A CAST-IRON COVER STAMPED "SANITARY" FLUSH WITH THE FINISHED SURFACE

ALL WATER SERVICE CURB BOXES LOCATED IN CONCRETE DRIVEWAYS SHALL BE INSTALLED FLUSH WITH THE FINISHED SURFACE AND HAVE A PENTAGON LID OPTION.

DRAINAGE NOTES

- Storm sewer pipe material to intercept roof downspouts shall be PVC SDR 35 or 21 (as specified on the plan). If cover is less than two (2) feet below paved surfaces, pipe material shall be provided to meet the actual cover amount. Pipe shall be bedded per pipe manufacturer, and backfilled with suitable clean granular material in accordance with the plans.
- Pipe lengths are measured to the center of structure.
- All roof downspouts shall be connected to the storm sewer, unless otherwise noted. Contractor shall review the Architect's Drawings prior to construction to account for all downspouts and locations, and coordinate with the Developer prior to the storm sewer installation.
- Storm sewer structures shall utilize the Henshab Casting R-2502 or equivalent. The casting shall be embossed with "Dump No Waste," "Drains to Waterways" and have the "5th" image.

GRADING NOTES

- Contractor shall follow the latest City of Goshen and the State of Indiana Construction Stormwater General Permit (CSGP).
- Excavated soil will need to be hauled to an approved landfill. See Note on this sheet for further information on Soil Management. For Phases One and Two, soil can be temporarily stockpiled onsite with the proper perimeter protection at a location approved by the Owner. For Phase Three, all excavated soil will need to be hauled away due to limited space available for temporary stockpiling. A minimum of four (4) inches of topsoil shall be placed on all disturbed areas outside the building and parking areas for final lawn shaping and grading.
- All exposed subgrade shall be proof-rolled and witnessed by a Geotechnical Engineer or qualified representative to determine unsuitable soil locations prior to any paving operations. Any unsuitable soil shall be excavated, backfilled, and compacted with suitable material in accordance with the plans and capable of supporting the anticipated loadings of the project.
- Positive drainage shall be maintained to prevent any ponding of water or encroachment onto adjacent properties.
- Finish grade at all building doorways equals the building finished floor elevation unless noted.
- Contractor is responsible for meeting current ADA Guidelines for all sidewalks, ramps, patios, and drives.
- Contractor shall use proposed spot grade elevations and check all grade stakes to ensure positive drainage to stormwater system is achieved. Contact Engineer if additional grades are needed or if any discrepancies or conflicts which become apparent before or during construction are found so that clarification or redesign may occur.
- Finished pavement adjacent to building foundation shall be 3 inches below Finished Floor elevation, with the exception at doorways and overhead doors. Finish grade at all building entrances equals the building finished floor, unless otherwise noted, and include Maneuvering Clearances as required by current ADA standards. Pavement at overhead door locations shall be flared up at 5% grade maximum, unless otherwise specified by Owner or General Contractor.

LEGEND

- FF: Finished Floor Elevation
- TC: Top of Concrete Curb Elevation
- Existing Spot Elevation
- Proposed Spot Elevation
- Drainage Direction / Slope
- 1: Abandon Existing Sanitary Lateral by Removing the Clean-Out, Cutting Back the Lateral Pipe under the New Sidewalk, and Installing a Permanent Cap
- 2: Relocate Sanitary Lateral Clean-Out between New Sidewalk and Proposed Storm Sewer and Install New 6" PVC SDR 35 Lateral @ 1.0% to Proposed Clean-Out at Building
- 3: Abandon and Retire Existing Water Service at the Main to City Standards (See Detail on Sheet C3.4)
- 4: Proposed Electrical Transformer (Owner/Developer to Coordinate with NIPSCO on Final Locations)
- 5: New Water Service with Shut-off Installed at R/W to City Standards (See Detail on Sheet C3.4)
- 6: Coordinate with Telephone Company to Evaluate Existing Pedestal and Required Relocation
- 7: Coordinate with Telephone Company to Evaluate Existing Buried Telephone and Required Relocation
- 8: Proposed New Paris Telephone Handhole and Conduits into Each Building (Owner/Developer to Coordinate with Utility Company on Final Locations)
- 9: Proposed Gas Meters (Owner/Developer to Coordinate with NIPSCO on Final Locations)

DRAINAGE SUMMARY

The project site is allowed to utilize and connect to the adjacent City of Goshen municipal storm sewer located in West Port Street, south of the development. The project will have (2) 12" pipe connections.

PROJECT SITE = 1.04± ACRES (45,300± SF)

MODIFIED RUNOFF COEFFICIENT CALCULATIONS

Proposed Buildings (C=1.00)	= 27,400± SF
Proposed Hard Surface (C=0.95)	= 9,950± SF
Lawn / Open Space (C=0.30)	= 7,950± SF
Total	= 45,300± SF

C = (1.0 x 27,400) + (0.95 x 9,950) + (0.30 x 7,950) = 0.87

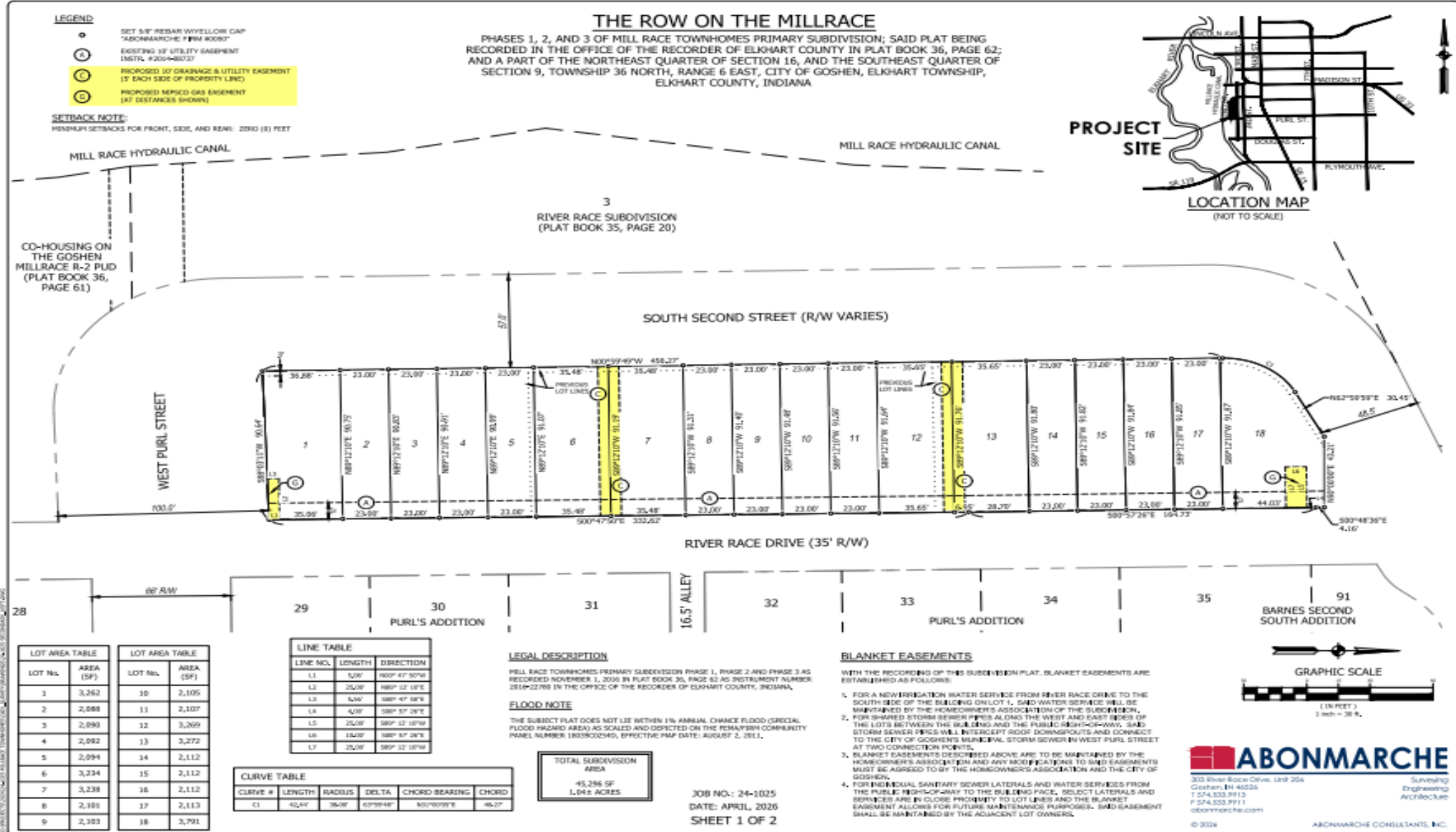
45,300± Acres

Storage Volume Calculations
 (Per City of Goshen Stormwater Ordinance)

Storage Required = C x Rainfall Depth x Area
 = 0.87 x 0.25 feet x 45,300± Acres
 = 9,853± CFT (0.23 Acre-Ft)

GRAPHIC SCALE
 1 inch = 20 ft

Exhibit C



THE ROW ON THE MILLRACE

PHASES 1, 2, AND 3 OF MILL RACE TOWNHOMES PRIMARY SUBDIVISION; SAID PLAT BEING RECORDED IN THE OFFICE OF THE RECORDER OF ELKHART COUNTY IN PLAT BOOK 36, PAGE 62; AND A PART OF THE NORTHEAST QUARTER OF SECTION 16, AND THE SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 36 NORTH, RANGE 6 EAST, CITY OF GOSHEN, ELKHART TOWNSHIP, ELKHART COUNTY, INDIANA

CITY OF GOSHEN, INDIANA, DRAINAGE MAINTENANCE STATEMENT

THE CITY OF GOSHEN, INDIANA IS A MUNICIPAL SEWERAGE STORM SEWER (MS4) COMMUNITY GOVERNED BY INDIANA ADMINISTRATIVE CODE 327-45-13, THE CITY OF GOSHEN POST CONSTRUCTION STORM WATER DRAINAGE REQUIRES THE OWNER AND ITS ASSIGNS TO EXECUTE A STORM WATER MAINTENANCE COVENANT FOR THE OPERATION, MAINTENANCE, AND REPAIR OF ALL STORM WATER MANAGEMENT FACILITIES, AS DESCRIBED IN THE DEVELOPMENT'S "POST CONSTRUCTION STORM WATER MANAGEMENT PLAN", TO ADMINISTER THE "POST CONSTRUCTION STORM WATER MANAGEMENT PLAN", THE OWNER AND ITS ASSIGNS SHALL MAINTAIN AN ACCESS AND MAINTENANCE EASEMENT OVER THE STORM WATER SYSTEM AND A FLOODING MECHANISM FOR THE MAINTENANCE OF SAID STORM WATER SYSTEM, ANY CHANGES TO THE MAINTENANCE AGREEMENT BY THE DEVELOPMENT AND/OR THE ASSIGNS SHALL BE APPROVED BY THE DEPARTMENT OF STORM WATER MANAGEMENT AND THEN RECORDED WITH THE ELKHART COUNTY RECORDER.

AT A MINIMUM, THE "STORM WATER MAINTENANCE POLLUTION PREVENTION PLAN" SHALL REQUIRE THE MAINTENANCE OF ALL DRAINAGE FACILITIES INCLUDING CULVERTS AND SHIMLES, NO OWNER OR ITS ASSIGNS SHALL PERMIT, ALLOW OR CAUSE ANY OF SAID FACILITIES TO BE DESTROYED, REMOVED OR IN ANY WAY IMPED THE FLOW OF WATER ACROSS OR THROUGH SAID FACILITIES, IN THE EVENT ANY SUCH FACILITIES BECOME DAMAGED OR IN DISREPAIR, IT SHALL BE THE RESPONSIBILITY OF THE OWNER AND ITS ASSIGNS TO REPAIR SUCH FACILITIES AT THE COLLECTIVE'S EXPENSE.

THE CITY OF GOSHEN WILL ENFORCE THE "POST CONSTRUCTION STORM WATER MANAGEMENT PLAN" AND SHALL TAKE LEGAL ACTION, IF NECESSARY, AGAINST ANY PARTY IN NON-COMPLIANCE.

IN THE EVENT AN OWNER OR ITS ASSIGNS FAIL TO MAINTAIN SUCH DRAINAGE FACILITIES IN GOOD WORKING ORDER AND REPAIR, THE CITY OF GOSHEN, INDIANA, MAY REPAIR SUCH DRAINAGE FACILITIES AND INVOICE THE COSTS OF SUCH REPAIR TO THE OWNER AND ITS ASSIGNS, THE CITY OF GOSHEN, INDIANA, IS GRANTED AN EASEMENT ACROSS THE OWNER AND ASSIGNS REAL ESTATE FOR THE PURPOSE OF REPAIRING AND INSPECTING ANY DRAINAGE FACILITIES ON SAID OWNER OR ASSIGNS' REAL ESTATE, THE AMOUNT OF ANY ASSESSMENT FOR THE COSTS OF REPAIR, AS ASSESSED BY THE CITY, SHALL CONSTITUTE A LIEN UPON THE REAL ESTATE OF THE OWNER AND ASSIGNS, AND AN ENCUMBRANCE UPON THE TITLES TO SAID REAL ESTATE.

THE CITY OF GOSHEN, INDIANA, IS FURTHER GRANTED RIGHT OF ACTION FOR THE COLLECTION OF SAID INTERESTS FROM THE OWNER AND ASSIGNS, AND FOR THE FORECLOSURE OF SAID LIEN IN THE MANNER IN WHICH MORTGAGES ARE FORECLOSED UNDER THE LAWS OF SAID STATE OF INDIANA, ANY SUCH COLLECTION AND/OR FORECLOSURE ACTION SHALL BE MAINTAINED IN THE COURTS OF GENERAL JURISDICTION OF THE STATE OF INDIANA, AND SHALL BE COMMENCED IN ELKHART COUNTY, INDIANA.

AUDITOR

DULY ENTERED FOR TAXATION THIS _____ DAY OF _____, 20____.

ELKHART COUNTY AUDITOR,
TARA JACKSON

RECORDER

RECEIVED FOR RECORD THIS _____ DAY OF _____, 20____.

AT _____ AND RECORDED IN PLAT BOOK _____ PAGE _____.

FEE: _____
ELKHART COUNTY RECORDER,
KARLA BRADY

ACCEPTANCE OF DEDICATION

BE IT RESOLVED BY THE BOARD OF PUBLIC WORKS AND SAFETY, CITY OF GOSHEN, INDIANA THAT THE DEDICATIONS ON THIS PLAT ARE HEREBY APPROVED AND ACCEPTED THIS

_____ DAY OF _____, 20____.

GENE LEICHTY, MAYOR MICHAEL A. LANDIS, MEMBER MARY NICHOLS, MEMBER

DREW MYERS, MEMBER BARR SANTLEY, MEMBER

STATEMENT OF UTILITIES

EASEMENTS ARE HEREBY GRANTED TO THE CITY OF GOSHEN, ALL PUBLIC UTILITY COMPANIES, INCLUDING COMMUNICATION COMPANIES, NORTHERN INDIANA PUBLIC SERVICE COMPANY, AND SEVERAL PRIVATE UTILITY COMPANIES WHERE THEY HAVE A CERTIFICATE OF TERRITORIAL AUTHORITY TO RENDER SERVICE, AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, TO INSTALL, PLACE, AND MAINTAIN SEWERS, WATER MAINS, GAS MAINS, ELECTRIC LINES, CONDUITS, BRACES, GUYS, ANCHORS, AND OTHER PUBLIC AND PRIVATE APPURTENANCES IN, UPON, ALONG AND OVER THE STRIPS OF LAND DESIGNATED ON THE PLAT MARKED "UTILITY EASEMENT" FOR THE PURPOSES OF SERVICING THE PUBLIC IN GENERAL WITH SEWER, WATER, GAS, ELECTRIC, COMMUNICATION SERVICE, AND OTHER PUBLIC AND PRIVATE UTILITIES, INCLUDING THE RIGHT TO USE THE STREETS, WHERE NECESSARY AND TO OVERHANG LOTS WITH AERIAL SERVICE WIRES TO SERVE LOTS ADJACENT TO EASEMENTS, TOGETHER WITH THE RIGHT TO ENTER UPON SAID EASEMENTS FOR PUBLIC AND PRIVATE UTILITIES AT ALL TIMES FOR ANY OF THE PURPOSES AFORESAID AND TO TRIM AND KEEP TRIMMED ANY TREES, SHRUBS, OR SAPLINGS THAT INTERFERE WITH ANY SUCH UTILITY EQUIPMENT, NO PERMANENT BUILDING OR IMPROVEMENT, SEMI-PERMANENT STRUCTURE, TREE, OR FENCE SHALL BE PLACED ON SAID EASEMENT, STILL, THE SAME MAY BE USED FOR GARDENS, SHRUBS, UNFIXED LANDSCAPING, AND OTHER PURPOSES THAT DO NOT INTERFERE WITH THE USE OF SAID EASEMENT FOR SUCH PUBLIC UTILITY PURPOSES.

PLAN COMMISSION STAFF APPROVAL

UNDER THE AUTHORITY PROVIDED BY CHAPTER 174, ACTS OF 1947, ENACTED BY THE GENERAL ASSEMBLY OF THE STATE OF INDIANA AND ORDINANCE ADOPTED BY THE COMMON COUNCIL OF THE CITY OF GOSHEN, INDIANA, THIS PLAT WAS GIVEN APPROVAL BY THE CITY OF GOSHEN, AS FOLLOWS:

APPROVED BY THE ZONING ADMINISTRATOR ON BEHALF OF THE CITY PLAN COMMISSION ON THIS

_____ DAY OF _____, 20____.

THORNDY YODER, ZONING ADMINISTRATOR

CERTIFICATE OF OWNERSHIP

WE, THE UNDERSIGNED, DO HEREBY CERTIFY THAT WE ARE THE OWNERS OF THE PROPERTY DESCRIBED IN THE ABOVE CAPTIONED AND THAT AS SUCH OWNERS WE HAVE CAUSED THE ABOVE DESCRIBED TO BE SURVEYED AS SHOWN ON THE HERON DRAGON PLAT AS OUR FREE AND VOLUNTARY ACT AND DEED.

WITNESS OUR HANDS AND SEALS THIS _____ DAY OF _____, 20____.

CITY OF GOSHEN, INDIANA DEPARTMENT OF REDEVELOPMENT
303 SOUTH FIFTH STREET
GOSHEN, IN 40528

BY: _____
BECKY HUTSELL
REDEVELOPMENT DIRECTOR

DEED OF DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT THE UNDERSIGNED, AS PROPRIETORS, HAVE CAUSED THE ABOVE DESCRIBED LAND TO BE SURVEYED AND SUBDIVIDED AS SHOWN ON THE PLAT, THAT SAID SURVEY IS TO BE KNOWN AS THE THE ROW ON THE MILLRACE AND THAT THE LOTS HAVE THEIR RESPECTIVE DIMENSIONS GIVEN IN FEET AND DECIMAL PARTS THEREOF, AND THAT THE STREETS INCLUDED IN SAID SURVEY ARE HEREBY DEDICATED FOR PUBLIC USE.

WITNESS OUR HANDS AND SEALS THIS _____ DAY OF _____, 20____.

CITY OF GOSHEN, INDIANA DEPARTMENT OF REDEVELOPMENT
303 SOUTH FIFTH STREET
GOSHEN, IN 40528

BY: _____
BECKY HUTSELL
REDEVELOPMENT DIRECTOR

NOTARY PUBLIC CERTIFICATE

STATE OF INDIANA)
COUNTY OF ELKHART)

BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY CAME BECKY HUTSELL, REDEVELOPMENT DIRECTOR ON BEHALF OF CITY OF GOSHEN, INDIANA DEPARTMENT OF REDEVELOPMENT AND ACKNOWLEDGED THE EXECUTION OF THIS PLAT.

WITNESS MY HAND AND SEAL THIS _____ DAY OF _____, 20____.

NOTARY SIGNATURE APRIL 12, 2020
MY COMMISSION EXPIRES

RESIDENT OF ELKHART COUNTY, INDIANA

NOTARY PRINTED NAME BRADYHOSE
COMMISSION NUMBER



LAND SURVEYOR'S CERTIFICATE

I, CAMERON L. BERON, HEREBY CERTIFY THAT I AM A LAND SURVEYOR, LICENSED IN THE STATE OF INDIANA, AND DO HEREBY FURTHER CERTIFY THAT I HAVE SUPERVISED THE SURVEY OF THE PROPERTY DESCRIBED IN THE ABOVE CAPTIONED AND THAT THE SUBJECT PARCEL HAS BEEN DIVIDED THE SAME INTO BLOCKS AND LOTS AS SHOWN ON THE HERON DRAGON PLAT, THIS PLAT, TO THE BEST OF MY KNOWLEDGE, CORRECTLY REPRESENTS SAID SURVEY AND SUBDIVISION IN EVERY DETAIL, MONUMENTS ARE SHOWN IN PLACE AS LOCATED, ALL LOT CORNERS ARE MARKED WITH BRASS, DIMENSIONS ARE IN FEET AND DECIMAL PARTS THEREOF, THERE HAVE BEEN NO CHANGES IN THE LINES OR MATTERS OF SURVEY PERFORMED BY OTHERS UNDER MY SUPERVISION IN THE OFFICE OF THE RECORDER OF ELKHART COUNTY, INDIANA (IN INSTRUMENT NUMBER) _____.

I, CAMERON L. BERON, AFFIRM, UNDER PENALTIES OF PERJURY, THAT I HAVE TAKEN REASONABLE CARE TO REDACT EACH SOCIAL SECURITY NUMBER IN THIS DOCUMENT, UNLESS REQUIRED BY LAW.

DATED THIS _____ DAY OF _____, 20____.

CAMERON L. BERON, P.E.,
PROFESSIONAL LAND SURVEYOR NO. 2390095
STATE OF INDIANA



ABONMARCHE

303 River Race Drive, Unit 25a
Goshen, IN 40524
T 574.533.9912
F 574.533.9911
abonmarche.com

Surveying
Engineering
Architecture

© 2024 ABONMARCHE CONSULTANTS, INC.

JOB NO.: 24-1025
DATE: APRIL, 2024
SHEET 2 OF 2

Exhibit D







AMENDED AGREEMENT FOR THE SALE, PURCHASE AND DEVELOPMENT OF REAL ESTATE

THIS AMENDED AGREEMENT, is made and entered into this May 12, 2026, by and between City of Goshen, a municipal corporation and political subdivision of the State of Indiana acting through the Goshen Redevelopment Commission and Board of Public Works and Safety, hereinafter referred to as “Redevelopment,” and TROTM, LLC, an Indiana domestic limited liability company, hereinafter referred to as “Purchaser.”

WHEREAS Redevelopment sought proposals to develop three (3) parcels of real estate identified as tax codes 20-11-16-202-018-000-015 consisting of approximately .32 acres, 20-11-16-202-019.000-015 consisting of approximately .39 acres, and 20-11-16-202-020.000-015 consisting of approximately .30 acres, for a total of 1.01 acres, all located in Elkhart Township in the City of Goshen, Indiana hereinafter collectively referred to as the “subject real estate”. The subject real estate is shown as Exhibit A attached to this Agreement.

WHEREAS, Purchaser intends to construct three (3) residential structures consisting of six (6) townhomes per structure, with anticipated square footage of at least two thousand five hundred (2,500’) per townhome, with an anticipated capital investment of approximately Nine Million Dollars (\$9,000,000.00) (the “Project”);

Purchaser agrees to develop the subject real estate in accordance with the terms, covenants and conditions set forth in this Agreement. Redevelopment agrees to sell and Purchaser agrees to purchase the subject real estate.

REAL ESTATE

The subject real estate is described as follows:

Mill Race Townhomes Primary Subdivision Phase 1, Phase 2 and Phase 3 as recorded November 1, 2016 in Plat Book 36, page 62 as Instrument Number 2016-22780 in the office of the Recorder of Elkhart County, Indiana.

Formerly known as Lot One (1) of River Race Subdivision as recorded May 21, 2014 in Plat Book 35, Page 20 as Instrument Number 2014-08737 in the office of the Recorder of Elkhart County, Indiana.

CONSIDERATION FOR PURCHASE AND DEVELOPMENT

Purchaser agrees to pay Redevelopment the sum of One Dollar (\$1.00) (“purchase price”) for the subject real estate at the closing. Redevelopment will transfer title of the

subject real estate to Purchaser upon Purchaser obtaining all zoning approvals, by no later than August 1, 2026.

As additional consideration, Purchaser commits to develop the subject real estate on the terms and conditions set forth in this agreement.

Redevelopment agrees to fulfill Redevelopment's obligations as set forth in this agreement.

REDEVELOPMENT LIEN

Redevelopment will retain a mortgage in the amount of Two Million Dollars (\$2,000,000.00) to insure that Purchaser makes the agreed to investment in the real estate. At the time of the sale of a developed parcel of real estate Redevelopment will release the mortgage so that the parcel can be sold free and clear of the mortgage. If Purchaser transfers any undeveloped parcel of the real estate to Redevelopment, Redevelopment agrees to release the mortgage as to the portion of the real estate transferred. Additionally, Redevelopment agrees to subordinate its mortgage to allow Purchaser to acquire financing for the project so long as such financing is used solely for this development.

Once Purchaser has invested Seven Million Five Hundred Thousand Dollars (\$7,500,000.00) into the real estate, Redevelopment will completely release its mortgage. Purchaser shall submit a certified report, prepared by a licensed accountant or financial professional, verifying that Purchaser has invested the minimum of Seven Million Five Hundred Thousand Dollars (\$7,500,000.00) into the Project and subject real estate prior to Redevelopment releasing its mortgage entirely. The investment verification shall include documentation of hard and soft costs such as construction materials, labor, engineering, architectural services, and other directly related expenses.

During the term of the Project, Purchaser shall provide Redevelopment with quarterly progress reports detailing expenditures related to the project, starting thirty (30) days after closing. Redevelopment has the right to audit Purchaser's financial records related to the Project upon reasonable notice to verify Purchaser's required investment under this Agreement.

OBLIGATIONS OF REDEVELOPMENT

In order to induce Purchaser's commitment and investment, Redevelopment agrees to do the following at Redevelopment's expense:

1. Redevelopment will work with Purchaser to obtain a Site Status Letter from the Indiana Brownfield Program for the development and fund the completion of a Phase I Environmental Site Assessment within 180 days of closing.

2. Indiana Department of Environmental Management (IDEM) requires a two (2) foot cap of clean soil in any areas of the lots that are greenspace. Once final site layout has been established by the Purchaser, Redevelopment will compile available soil data and submit information to IDEM showing that all greenspace meets their closure requirements. If additional soil data is needed, sampling will be completed by Redevelopment. If additional excavation work and capping is needed, Redevelopment will coordinate the remediation activities with the Purchaser and fund the work. Redevelopment will submit all final documentation to IDEM requesting environmental closure for the site be granted to the Purchaser.
3. Redevelopment will fund the transport and disposal of all soils removed by Purchaser during the construction of the three (3) residential structures and replacement of the excavated soils with clean fill during or upon completion of construction. Redevelopment acknowledges that this process may require excavation, transportation and disposal of soils at separate times; perhaps once for the construction of each residential structure.
4. Redevelopment will fund a replat of the subdivision to modify the western property line per Exhibit C prior to transfer of the land to the Developer.
5. Redevelopment agrees to affirmatively support any zoning change as long as the change is consistent with the terms and conditions of this Agreement. Redevelopment will support an approved landscaping plan through City Planning & Zoning that would allow alternative tree placement for the development.
6. Redevelopment will fund the abandonment of any unneeded water lateral/taps that were previously installed at the subject real estate. Redevelopment will fund reconstruction of any portion of River Race Drive adjacent to the subject real estate impacted by the abandonment of the unneeded water lateral/taps.
7. Redevelopment will not require the abandonment of unneeded sanitary sewer laterals along South 2nd Street; said unneeded services will be cut below grade and capped.
8. Redevelopment will fund the relocation of the sidewalk to the west of the subject real estate so it will be adjacent to the curb along South 2nd Street.
9. Redevelopment will allow the subject real estate's stormwater to tie into the storm system along South 2nd Street.
10. Curbs along east side of the property/west edge of River Race Dr.

OBLIGATIONS OF PURCHASER

As additional consideration for the purchase of the subject real estate, Purchaser agrees to the following at Purchaser's expense:

1. Purchaser agrees to develop a site plan and construct building and improvements consistent with the Purchaser's Site Construction Plans for The Row on the Millrace, dated April 20, 2026 and attached hereto as Exhibit B, Purchaser's Primary Plat attached hereto as Exhibit C, and generally consistent with the Purchaser's Renderings, attached hereto as Exhibit D.
2. Construct all building water lines and building sewer lines necessary to provide water and sewer service to each building constructed.
3. Comply with all applicable federal, state and local laws including all building codes and ordinances, all applicable zoning, and subdivision ordinances and all city engineering policies and standards.
4. Submit final site plans and architectural plans to Redevelopment Commission and obtain the Commission's approval before commencing construction. Approval will not be unreasonably withheld by the Commission.
5. Retention of stormwater by a method approved by city engineering department or otherwise consistent with this Agreement.

INFRASTRUCTURE CONSTRUCTION REQUIREMENTS

1. Water building lines, sewer building lines, sidewalks, and other appurtenant facilities, shall be constructed in accordance with detailed plans and specifications approved in advance of construction by the Goshen City Engineer and the Goshen Board of Public Works and Safety.
2. Redevelopment and Purchaser each agree to execute all deeds of easements, rights of way or other documents that are reasonably necessary, desirable or appropriate to further the development of the subject real estate and to provide for the future maintenance of the City of Goshen's water mains, sewer mains, streets and sidewalks.
3. All easements and rights of way obtained shall be recorded in the office of the Recorder of Elkhart County, State of Indiana.
4. City of Goshen will supply each residential building constructed on the subject real estate with water and sewer services to the property line upon the completion of the

sewer building lines and water building lines necessary to provide the subject real estate with water and sewer services, but only if Purchaser constructs, at Purchaser's expense or otherwise consistent with this Agreement, water and/or sewer building lines from each building to be serviced to the existing water main or sewer main. Such building lines must be constructed in accordance with specifications reasonably approved by the Goshen City Engineer.

5. All new buildings constructed on the subject real estate shall be connected to the City's sewer system and water system at the expense of the purchaser of the subject real estate before the building is occupied.

PHASING AND DUTY TO DEVELOP

Purchaser will construct the exterior and the framework of the first structure, said structure consisting of at least fifteen thousand square feet (15,000 sq.ft.) on or before May 1, 2027. Timing of the construction of the remaining structures will be based on demand, except all three (3) structures and all eighteen (18) townhomes must be constructed by July 1, 2029.

If Purchaser determines that market conditions substantially impact the demand for townhomes and thereby the ability to meet the construction deadlines set forth in this Agreement, Purchaser may submit a written request to Redevelopment for an extension. The request must include documentation demonstrating the specific market conditions affecting demand and a revised timeline for completion of the Project.

Redevelopment shall evaluate the request in good faith and may grant an extension of up to twelve (12) months per structure, provided that Purchaser demonstrates continued progress on the Project and adherence to all other obligations under this Agreement. Any extensions beyond twelve (12) months shall require an amendment to this Agreement.

LANDSCAPING REQUIREMENTS

The landscaping must be consistent with the City of Goshen landscaping requirements. Purchaser must pay for all required landscaping on the subject real estate.

CLOSING

The closing to transfer ownership of the subject real estate to Purchaser shall occur on or before August 1, 2026, subject to Purchaser obtaining all necessary zoning approvals for development of the subject real estate. The closing deadline may be extended by agreement of both parties. Parties will equally share the costs of the closing agent.

TITLE INSURANCE

1. Redevelopment will conduct at Redevelopment's sole cost a title search to confirm the ownership of the real estate for the benefit of Purchaser within thirty (30) days of the execution of this agreement.
2. At the time of closing, Redevelopment agrees to provide Purchaser with a deed conveying a merchantable title to the real estate and a policy of title insurance in standard ALTA owner's form insuring the title to the real estate to be conveyed by Redevelopment to Purchaser in an amount equal to the purchase price, to be free of defects, except such defects that are included in the standard exceptions forming a part of such policies.

WARRANTIES

1. Redevelopment shall deliver to Purchaser a warranty deed conveying to Purchaser a merchantable title to the real estate free and clear of all liens and encumbrances, except conditions of record including zoning restrictions, taxes and assessments.
2. Redevelopment makes no warranty, express or implied, that the real estate is suitable for any particular purpose. Purchaser has made its own inspection of the real estate and relies solely upon Purchaser's observation in deciding to purchase the real estate. Purchaser does not rely upon any representation of Redevelopment or any agent of Redevelopment.

POSSESSION OF REAL ESTATE

Possession and occupancy of the real estate will be delivered to the Purchaser on the date of closing.

RISK OF LOSS

Redevelopment shall assume the risk of loss until the closing at which time Purchaser shall assume the risk of loss.

PURCHASER'S WARRANTIES AND REPRESENTATIONS

1. Purchaser will construct buildings and infrastructure on the subject real estate in accordance with detailed plans submitted to Redevelopment for review and comment by Redevelopment prior to construction. Purchaser's construction will comply with all applicable federal, state and city statutes including building codes, subdivision ordinances, zoning ordinances, environmental rules and regulations. This agreement

shall not be construed to limit Purchaser's right to petition and obtain zoning variances as it deems necessary.

2. The person signing this agreement warrants that such person has full lawful right, power and authority to execute and deliver this agreement to Redevelopment and has the authority to obligate TROTM, LLC to carry out the terms and conditions of this agreement.

DEFAULT AND REMEDIES

Each of the following shall constitute an event of default under this agreement

1. A proceeding under the provisions of the Federal Bankruptcy Code is filed against the Purchaser or the Purchaser voluntarily submits itself to such proceeding;
2. The Purchaser shall make an assignment for the benefit of creditors;
3. A receiver is appointed for the Purchaser, the subject real estate or assets of the Purchaser;
4. Either party materially violates or fails to keep, perform or comply with any of the terms, provisions, and covenants to be kept, complied and performed under this agreement.

Upon the occurrence of any event of default by the Purchaser, Redevelopment shall notify Purchaser in writing of the alleged default and shall demand performance to remedy the default. The Purchaser shall then proceed to remedy or cure such default with thirty (30) days after receiving the notice. If Redevelopment gives notice of a default of a nature that cannot be reasonably cured within the thirty (30) days, then no breach of this agreement shall be deemed to have occurred so long as the Purchaser, following notice by Redevelopment, proceeds to cure the default as soon as reasonably possible and continues to take all steps necessary to cure the same within a reasonable period. In addition, no default shall have been deemed to have occurred if and so long as the Purchaser shall be delayed in or prevented from curing any default as a result of an unavoidable delay. An unavoidable delay shall mean any delay caused by reason of power outages, fire, acts of God, significant economic dislocations such as inflationary pressures, market collapses, or other unforeseen economic conditions that render performance commercially impracticable, or other reasons beyond Purchaser's control and not avoidable by reasonable diligence. Following any default by the Purchaser for which the Purchaser does not diligently pursue a cure, Redevelopment may institute and exercise any and all proceedings and remedies permitted by law or equity.

In the event that either the Purchaser or Redevelopment breach or default under any terms of this agreement, the non-defaulting party shall have the right to such damages as may be available in law or equity, including the right to compel specific performance and/or the right to recover costs and expenses in enforcing the provisions of this agreement, the costs and expenses incurred to the date of the breach in complying with the terms of this agreement and the costs and expenses relating to the initiation of construction and development of the plans.

AMENDMENT

This Agreement may be amended only by mutual written consent of the parties. Either party seeking an amendment shall submit a written request detailing the proposed amendment, the reasons for the amendment, and any supporting documentation.

The other party shall have thirty (30) days to review and respond to the request. If both parties agree to the amendment, they shall execute a written amendment that shall become effective upon execution. Amendments may be used to address changes in deadlines for closing, construction completion, or any other material term of the Agreement.

In the event of unforeseen circumstances impacting the Project, including but not limited to delays in permitting, environmental remediation, or changes in market conditions, either party may propose an amendment to adjust timelines, obligations, or other relevant provisions to ensure the project's successful completion.

MISCELLANEOUS

1. This agreement shall be construed in accordance with and governed by the laws of the State of Indiana.
2. In the event that legal action is brought to enforce or interpret the terms and conditions of this agreement, the proper venue for such action will be in a court of competent jurisdiction in Elkhart County, Indiana.
3. In the event that either party brings an action to enforce any right conferred by this agreement or to force the other party to fulfill any obligation imposed by this agreement, the prevailing party of such action shall be entitled to recover all costs of that action, including reasonable attorney's fees.
4. In the event that any provision of this agreement is found to be invalid or unenforceable, then such provision shall be reformed in accordance with applicable law. The invalidity or unenforceability of any provision of this agreement shall not affect the validity or enforceability of any other provision of this agreement.

5. All provisions, covenants, terms and conditions of this agreement apply to and bind the parties and their legal heirs, representatives, successors and assigns.
6. This agreement constitutes the entire agreement between the parties and supersedes all other agreements or understanding between Redevelopment and Purchaser.
7. The parties' rights and obligations may not be assigned or otherwise transferred without the written consent of the other party, said consent to not be unreasonably withheld.

IN WITNESS WHEREOF, the parties have set their hands to this amended agreement, made effective the day and year first written above.

City of Goshen Redevelopment Commission

TROTM, LLC

Becky Hutsell, Director
Goshen Redevelopment

Printed: _____

City of Goshen
Board of Public Works and Safety

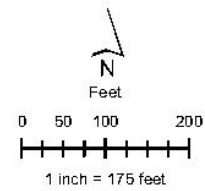
Title: _____

Gina M. Leichty, Mayor

Exhibit A



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.



Millrace Townhomes Subdivision Redevelopment Property

Information as of
March 2023

The City of Goshen
Department of Public Works & Safety
Office of Engineering
204 East Jefferson Street, Goshen, Indiana 46528
Phone: 574-534-2201 Fax: 574-533-8628

Exhibit B

SITE CONSTRUCTION PLANS FOR:

THE ROW ON THE MILLRACE

WEST OF RIVER RACE DRIVE AND EAST OF SOUTH SECOND STREET, GOSHEN, IN 46526

UTILITY CONTACTS	
Water & Sewer Goshen Water Department 203 South 5th Street Goshen, IN 46528 574-533-9399 Emergency Contact After Hours: (574) 534-5306	Electric & Gas NIPSCO 300 East Kensch Road Goshen, IN 46526 800-464-7726
Cable TV Comcast North 199 County Road 6 Elkhart, IN 46514 800-934-6498	Communications New Paris Telephone, Inc. 19066 County Road 46 New Paris, IN 46553 574-831-2176
Telephone Frontier 1434 Johnson Street Elkhart, IN 46514 574-369-6366	Fire Department Goshen Central Fire Station 290 North Third Street Goshen, IN 46528 574-533-7878

UTILITY INFORMATION

UTILITY LOCATIONS ARE TAKEN FROM SUBSTANTIAL ABOVE GROUND EVIDENCE AND APPROXIMATED FROM RECORD AS-BUILT'S MADE AVAILABLE (INCLUDING, BUT NOT LIMITED TO, MANHOLES, HYDRANTS, VALVES, UTILITY PIPES AND BOXES, AND MARKING AND SET ON THE GROUND SURFACE BY OTHERS). THESE UTILITIES HAVE BEEN RECORDED WITH AS MUCH ACCURACY AS CAN BE ACHIEVED WITHOUT COMPROMISED SPACE ENTRY. CAUTION: THERE MAY BE OTHER UTILITIES EXISTING BELOW GROUND THAT WERE NOT MARKED BY OTHERS NOR HAVE BEEN ABOVE GROUND EVIDENCE. CONTRACTOR IS RESPONSIBLE FOR FIELD VERIFYING LOCATIONS AND DEPTH OF ALL UTILITIES AND PIPING AS NECESSARY PRIOR TO ANY AND ALL CONSTRUCTION. CONTACT ENGINEER IF ANY DISCREPANCIES DISCOVERED.



Part of the NW Qtr of Section 16 and SE Qtr of Section 9, T-36-N, R-6-E, City of Goshen, Elkhart Township, Elkhart County, Indiana



VICINITY MAP
(NOT TO SCALE)

OWNER
 CITY OF GOSHEN INDIANA
 DEPARTMENT OF REDEVELOPMENT
 202 SOUTH FIFTH STREET
 GOSHEN, IN 46528
 (574) 533-2079

DEVELOPER
 TROTM, LLC
 GOSHEN, INDIANA
 (574) 747-7955

SURVEYOR / ENGINEER
ABONMARCHÉ
 303 River Race Drive, Unit 206
 Goshen, IN 46526
 T 574.533.9913



LOCATION MAP
(NOT TO SCALE)

SHEET INDEX

- C0.0 COVER SHEET
- C0.1 TOPOGRAPHIC SURVEY
- C1.0 PUD FINAL SITE PLAN
- C1.1 LANDSCAPE PLAN
- ~~C1.2 FIRE TRUCK MANEUVERING~~
- C2.0 DRAINAGE AND UTILITY PLAN
- ~~C3.0 - C3.4 CONSTRUCTION DETAILS~~
- ~~C4.0 - C4.4 STORMWATER POLLUTION PREVENTION PLAN~~

UTILITY COORDINATION
 UPDATED APRIL 20, 2026

ABONMARCHÉ
 303 River Race Drive, Unit 206
 Goshen, IN 46526
 T 574.533.9913
 F 574.533.9911
 abonmarche.com
 © 2026

Surveying
 Engineering
 Architecture

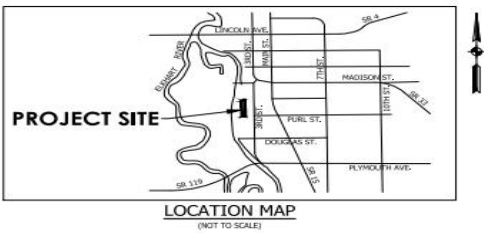
ABONMARCHÉ CONSULTANTS, INC.

TROTM, LLC
THE ROW ON THE MILLRACE
 VACANT LAND, WEST OF RIVER RACE DRIVE AND EAST OF SOUTH SECOND STREET, GOSHEN, IN 46526
COVER SHEET

ISSUE DATE: 04-20-2026
 PROJECT NO: 24-1025

1. REVISION FOR CITY REVIEW 4/20/26
 2. ASSURANCE AGREEMENT - SITE
 GENERAL SHEET TO PROVIDE UTILITY ENGINEERING
 SHOWN DO NOT SCALE DRAWINGS

PROJECT NO: **24-1025**
C0.0



LINE TABLE		
LINE NO.	LENGTH	DIRECTION
L1	4.16'	S00°48'36"E

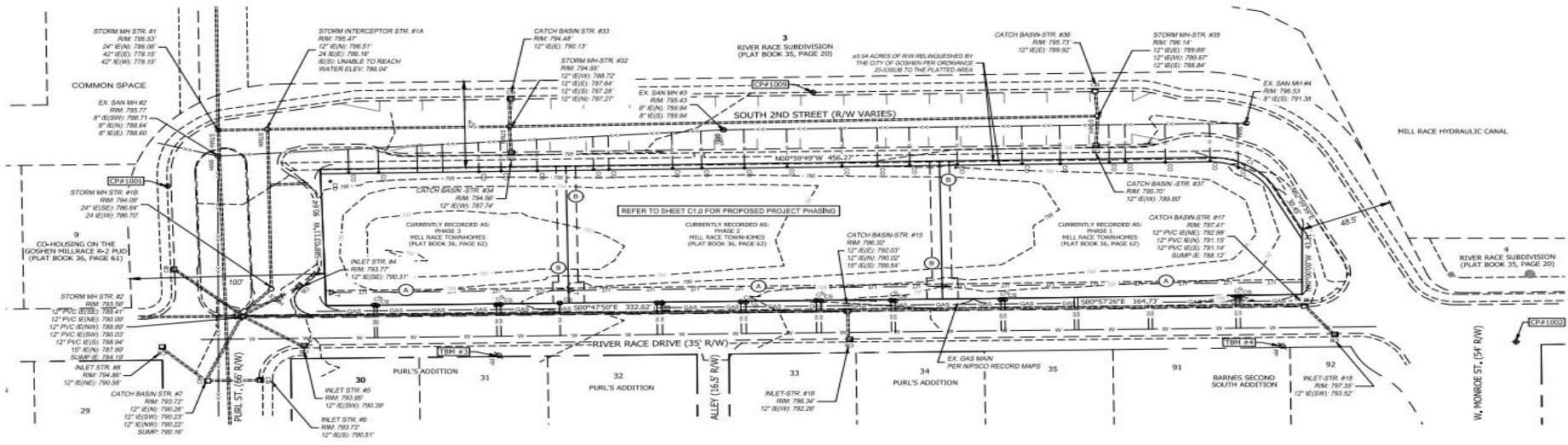
CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD
C1	42.44'	38.00'	63°59'48"	N01°00'05"E	45.27'

TOPOGRAPHIC SURVEY

PHASES 1 THROUGH 3 IN MILL RACE TOWNHOMES; SAID PLAT BEING RECORDED IN THE OFFICE OF THE RECORDER OF ELKHART COUNTY IN PLAT BOOK 36, PAGE 62; ALSO BEING IN THE NORTHEAST QUARTER OF SECTION 16 AND THE SOUTHEAST QUARTER OF SECTION 9, ALL IN TOWNSHIP 36 NORTH, RANGE 6 EAST, ELKHART TOWNSHIP, ELKHART COUNTY, INDIANA ADDRESS: VL, SOUTH 2ND STREET, GOSHEN, IN 46526
 TAX ID #: 20-11-16-202-018,000-015; 20-11-16-202-019,000-015; 20-11-16-202-020,000-015

LEGAL DESCRIPTION

PHASES 1 THROUGH 3 IN MILL RACE TOWNHOMES; SAID PLAT BEING RECORDED IN THE OFFICE OF THE RECORDER OF ELKHART COUNTY IN PLAT BOOK 36, PAGE 62.



SURVEY NOTES

- THIS TOPOGRAPHIC SURVEY WAS PERFORMED FOR: VIEWRAIL
- EQUIPMENT USED: TOPCON ROBOTIC TOTAL STATION AND HYPER VR GPS UNIT.
 HORIZONTAL DATUM: INDIANA EAST STATE PLANE
 PROJECTION: NAD 83 POLYTRANS
 VERTICAL DATUM: INCORS NAVD88
- BEARINGS BASIS PER INDIANA EAST STATE PLANE
- A TOPOGRAPHIC SURVEY OF THE PROJECT SITE TO RECHECK EXISTING FEATURES AND UTILITIES WAS PERFORMED ON SEPTEMBER 11 OF 2024.
- UTILITIES SHOWN ARE TAKEN FROM UTILITY LOCATES PER INDIANA B11 TICKET #2406300728 AND SUBSTANTIAL FIELD EVIDENCE. CONTRACTOR SHALL FOLLOW STANDARD PROCEDURES FOR UTILITY VERIFICATION AND FIELD VERIFY LOCATIONS AND DEPTHS OF ALL UTILITIES PRIOR TO ANY EARTH MOVING ACTIVITIES AND UTILITY CONSTRUCTION.
- CAUTION EXISTING UTILITIES: SHOWN LOCATIONS ARE TAKEN FROM SUBSTANTIAL ABOVE GROUND EVIDENCE AND APPROXIMATE FROM RECORD AS-BUILTS MADE AVAILABLE (INCLUDING, BUT NOT LIMITED TO, MANHOLES, HYDRANTS, VALVES, UTILITY PEDESTALS AND BOXES, AND MARKSURFACE SETS ON THE GROUND SURFACE BY OTHERS). PIPE INVERTS HAVE BEEN MEASURED WITH AS MUCH ACCURACY AS CAN BE ACHIEVED WITHOUT COMPILED SPACE ENTRY.
- FLOOD NOTE: THIS PARCEL IS NOT WITHIN 1% ANNUAL CHANCE FLOOD (SPECIAL FLOOD HAZARD AREA) AS SCALED AND DEPICTED ON THE FEMA/FIRM COMMUNITY PANEL NUMBER 1803900254D WITH AN EFFECT MAP DATE OF AUGUST 2, 2011.
- EASEMENTS MAY EXIST THAT ARE NOT SHOWN ON THIS DRAWING. RESEARCH OF THE LATEST AVAILABLE TITLE INSURANCE POLICY AND/OR A SEARCH OF THE RECORDS OF THE OFFICE OF THE ELKHART COUNTY RECORDER'S OFFICE, INDIANA SHOULD BE PERFORMED TO DETERMINE THE EXISTENCE OF RELEVANT DOCUMENTS THAT MAY AFFECT THIS PARCEL.
- SURVEY REFERENCE DOCUMENTS: PLAT OF MILL RACE TOWNHOMES (PLAT BOOK 36, PAGE 62)
- THIS DOCUMENT IS NOT A RILEY 12 BOUNDARY SURVEY AND SHOULD NOT BE USED TO ASSESS PROPERTIES OR ESTABLISH PROPERTY LINES AND IS FOR LOCATION OF FEATURES AND ELEVATIONS AS SHOWN, REFER TO THE RECORDED DEED AND PLAT INFORMATION SHOWN ON THE FACE OF DRAWING.
- DISCREPANCIES OR CONFLICTS IN THE PLANS AND/OR SITE CONDITIONS SHALL BE COMMUNICATED TO THE SURVEYOR/ENGINEER TO ENSURE THAT CLARIFICATIONS AND/OR REVISIONS CAN BE MADE PRIOR TO CONSTRUCTION.

CONTROL POINT TABLE			
POINT #	RAW DESCRIPTION	NORTHING	EASTING
1801	PK	2,306,133.83	281,446.24
1802	PK	2,306,826.36	281,549.03
1809	TRAV MANH	2,306,460.17	281,384.03

BENCHMARKS		
No.	Description	Elevation
TBM #3	MAG NAIL IN POWER POLE #672460 ON EAST SIDE OF RIVER RACE DRIVE APPROX. 140' NORTH OF CENTERLINE OF WEST PURL STREET	795.99
TBM #4	MAG NAIL IN POWER POLE #1495-028 ON EAST SIDE OF RIVER RACE DRIVE APPROX. 100' SOUTH OF THE CENTERLINE OF WEST MONROE STREET	798.57

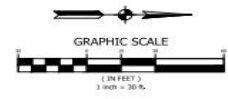
LEGEND

- TBM #3 TEMPORARY BENCHMARK
- EXISTING GROUND CONTOURS
- CURB CATCH BASIN
- STORM MANHOLE
- SANITARY MANHOLE
- SANITARY CLEANOUT
- WATER CURB STOP
- TELEPHONE PEDESTAL
- POWER POLE
- BURIED TELEPHONE LINE
- GAS LINE
- SANITARY SEWER LINE
- STORM SEWER
- WATER MAIN
- WATER SERVICE
- 10' UTILITY EASEMENT PER INSTRUMENT #201-6-08737
- 10' SIDEWALK & UTILITY EASEMENT (5' EA. SIDE OF PROPERTY LINE)

OWNER
 CITY OF GOSHEN INDIANA
 DEPARTMENT OF REDEVELOPMENT
 202 S. FIFTH STREET
 GOSHEN, IN 46528

UTILITY INFORMATION

THE UNDERGROUND UTILITIES SHOWN HAVE BEEN LOCATED FROM FIELD SURVEY INFORMATION AND EXISTING DRAWINGS. FIELD SURVEY INFORMATION CONSISTING OF PAINT MARKINGS FOUND ON THE GROUND FOR THE INDIANA UNDERGROUND PLANT PROTECTION SERVICE (UPPS) IS THE ONLY MARKINGS SHOWN HEREON AS EVIDENCE OF PROBABLE UNDERGROUND UTILITY LOCATIONS AND ARE CONSIDERED WITH TYPICAL UTILITY MARKINGS. HOWEVER, NO UTILITY REPORT WAS PREPARED TO AUTHENTICATE THESE MARKINGS. THE CURE OF THIS PLAT MAP SHOULD RELY UPON SUCH MARKINGS AT THEIR OWN RISK. THE SURVEYOR MAKES NO GUARANTEE THE UNDERGROUND UTILITIES COMPRISE ALL SUCH UTILITIES IN THE AREA. EITHER UNDERGROUND OR ABOVEGROUND, THE SURVEYOR FURTHER DOES NOT WARRANT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED, ALTHOUGH THE SURVEYOR DOES CERTIFY THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM INFORMATION AVAILABLE. THE SURVEYOR HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES.



LAND SURVEYOR'S CERTIFICATE

I, CAMERON L. BERON, BEING AN INDIANA REGISTERED LAND SURVEYOR, CERTIFY THAT THIS TOPOGRAPHIC SURVEY WAS DONE UNDER MY SUPERVISION AND THAT ALL INFORMATION CONTAINED IN THIS DOCUMENT IS TRUE AND IS ACCURATELY SHOWN TO THE BEST OF MY KNOWLEDGE AND BELIEF.

Cameron L. Beron 04/20/2026
 CAMERON L. BERON, P.E.
 PROFESSIONAL SURVEYOR #LS21900005
 STATE OF INDIANA

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TROTUM, LLC

THE ROW ON THE MILLRACE

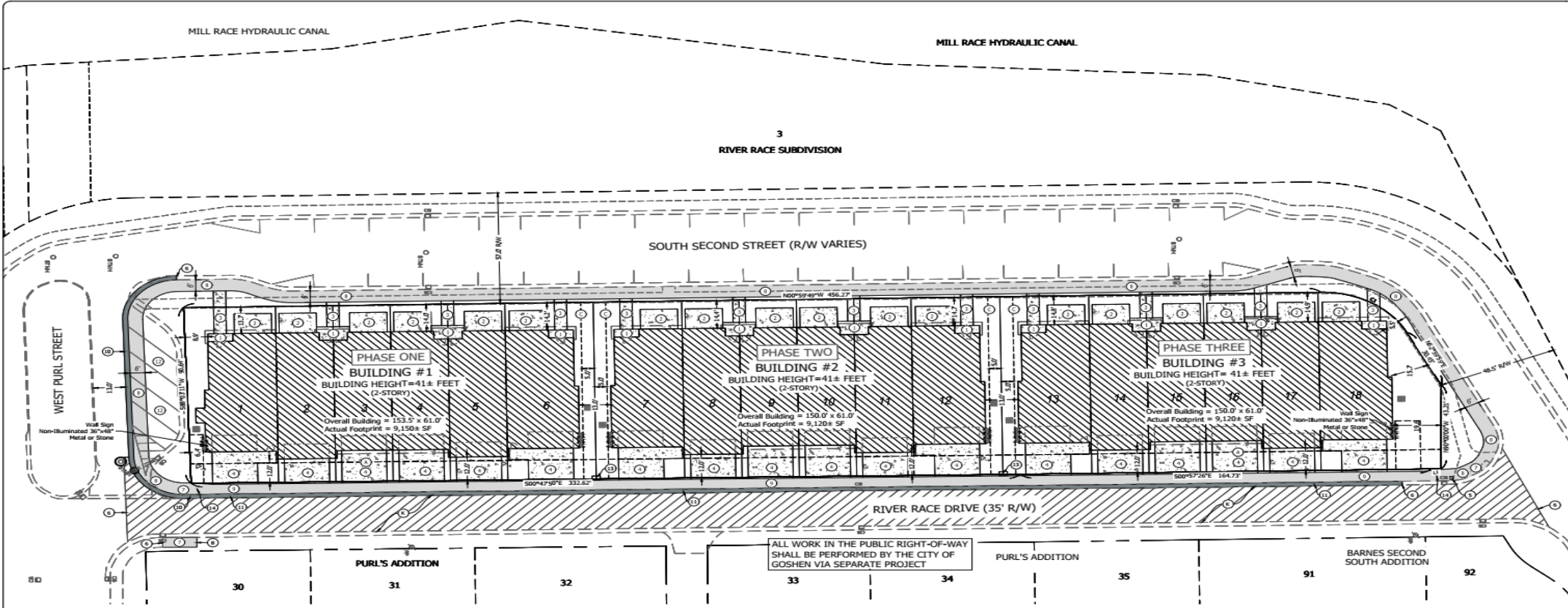
VACANT LAND, WEST OF RIVER RACE DRIVE AND EAST OF SOUTH 2ND STREET, GOSHEN IN 46526

TOPOGRAPHIC SURVEY

ISSUE DATE: 02/23/2026
 PLOT: B204 GA/QC: CLR

1. REVIEW PER CITY TECH REVIEW 4/20/26
 4. RESUBMIT REVISION DATE
 ORIGINAL SHEET ELEVATION OF ORIGINAL DRAWING
 PROJECT NO: 24-1025

CO.1



GENERAL NOTES

- Current Zoning: "B-2" Planned Unit Development Overlay District
- Existing Land Use: Vacant Land
- Proposed Land Use: Attached Single-Family Residential
- Project shall be serviced by City of Goshen Municipal Sanitary Sewer and Water.
- Minimum Building Setbacks:
 - Front = Zero (0) feet
 - Side = Zero (0) feet
 - Rear = Zero (0) feet
- The City of Goshen's municipal storm sewer system will accommodate the proposed building and site drainage.
- All proposed driveways shall be paved and privately owned.
- All landscaping, lighting, and signage shall be in accordance with the PUD Ordinance(s) and the City of Goshen Zoning Ordinance unless the proper variances are obtained.

LINE TABLE

LINE NO.	LENGTH	DIRECTION
L1	4.16'	S00°48'36"E

CURVE TABLE

CURVE #	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD
C1	65.47'	30.00'	67°37'48"	N03°58'55"E	60.37'

TABULATED SITE DATA

Current Site Area	= 1.00± Acres	
Proposed Property to Be Added	= 0.04± Acres	
Proposed Site Area	= 1.04± Acres	
Proposed Land Coverage	Area (Acres)	Percentage
Proposed Buildings	0.64	61.5
Proposed Hard Surface	0.36	29.0
Open Space / Landscaping	0.14	13.5
Total	1.04±	100

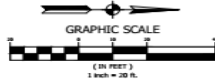
PARKING CALCULATIONS

Required Parking:	2 Spaces Per Residential Unit x 18 Units	36 Spaces
Proposed Parking:	2 Spaces in Each Garage x 18 Garages	36 Spaces

LEGAL DESCRIPTION

Mill Race Townhomes Primary Subdivision Phase 1, Phase 2, and Phase 3 as recorded November 1, 2016 in Plat Book 36, Page 62 as instrument number 2016-22780 in the Office of the Recorder of Elkhart County, Indiana.

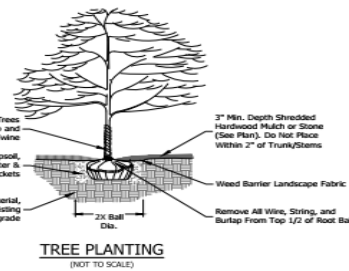
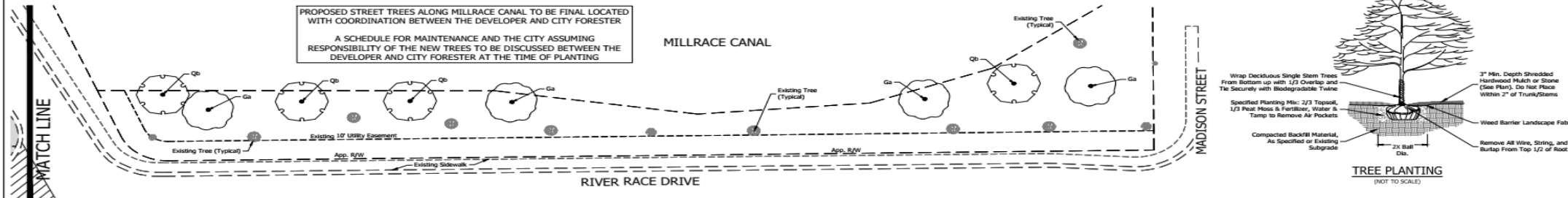
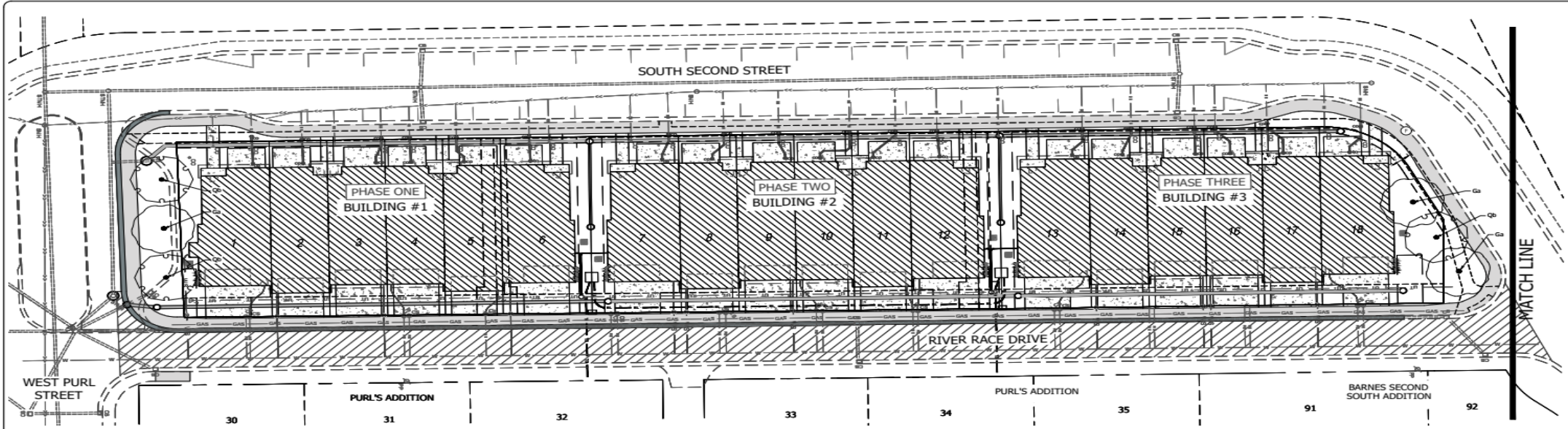
- LEGEND**
- 1 Concrete Stoop, 4" Thick, with Sidewalk to Street with Steps as Required, Use Dowels to Tie to Foundation (See Architectural Drawings)
 - 2 Concrete Patio (See Architectural Drawings)
 - 3 Concrete Sidewalk, 4" Thick (See Sheet C3.0)
 - 4 Private Concrete Driveway (See Architectural Drawings)
 - 5 Existing Mailbox to Either Remain or be Relocated by the Homeowner and Developer prior to Building #3 (Phase Three)
 - 6 Sawcut to Create Clean Vertical Joint
 - 7 ADA Sidewalk Ramp (By City of Goshen)
 - 8 Remove Existing Sidewalk and Install New Concrete Sidewalk, 4" Thick, 6 Feet Wide, Adjacent to Existing Curb (By City of Goshen)
 - 9 Concrete Sidewalk, 6" Thick, 5 Feet Wide Unless Otherwise Noted (By City of Goshen)
 - 10 Concrete Curb and Gutter (By City of Goshen)
 - 11 Remove Existing Concrete Curb along River Race Drive and Install New Continuous Depressed Curb and Gutter (By City of Goshen)
 - 12 Remove Existing Angled Parking Pavement and Adjacent Curb and Re-Grade with Topsoil and Stabilize with Seed Mixture (By City of Goshen)
 - 13 Mailbox Station per Local Post Office Requirements and Agreement with Developer
 - 14 Transition New Sidewalk from 6 Feet Wide Adjacent to Concrete Curb to 5 Feet Wide to the North (By City of Goshen)
 - 15 Not in Use
 - A Existing 10" Utility Easement per Instr. #2014-08737 to Remain
 - B Proposed 10" Drainage Easement (5' Each Side of Property Line)
 - C Concrete Pavement
 - CS Water Service Curb Stop
 - SS Storm Structure
 - SM Storm Manhole
 - SC Sanitary Cleanout
 - SO Sanitary Manhole
 - TP Telephone Pedestal
 - Full Depth Asphalt Replacement (By City of Goshen)
 - 155 Bu/yard HMA Surface (1 1/2")
 - 275 Bu/yard HMA Binder (2 1/2")
 - 330 Bu/yard HMA Base (3")
 - 6" Compacted #53 Aggregate Base**
- **Water Service Trenches to Receive Aggregate Base



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TROT, LLC
THE ROW ON THE MILLRACE
 VACANT LAND, WEST OF RIVER RACE DRIVE AND EAST OF SOUTH SECOND STREET, GOSHEN, IN 46526
PUD FINAL SITE PLAN

ISSUE DATE: 04.20.2026
 P/W: BEM QA/QC: KG
 1 REVISION PER CITY TECH REVIEW 4.26.2026
 2 RESUBMITTAL/REVISION DATE
 OFFERING SHEET TO DISPLAY USE INDICATED
 SECOND DO NOT SCALE DRAWINGS
 PROJECT NO: 24-1025
C1.0



LANDSCAPE REQUIREMENTS

- Contractor is responsible for locating and verifying all utilities prior to commencing any work. Utilities shown on the drawings are for "reference only" and may not depict exact locations or depths. Contractor shall notify 811, prior to any excavation for existing underground utility locations.
- Contractor shall field modify plan locations (as required), for approval, to avoid conflicts with existing underground utility lines, piping, etc. Contractor shall be responsible for any damage to utilities caused by their operations and associated repair costs.
- Contractor is responsible for obtaining any required permits.
- Contractor shall examine existing conditions and verify that they are acceptable for the required work. Notify the Landscape Architect of any discrepancies with the information shown on the plans before beginning work. Prior to starting work, the Contractor shall complete rough grading in planting areas and remove all debris larger than one inch (1") in diameter from the soil. Coordinate final grading and topsoil placement and/or soil modifications with plant installation.
- Protect all existing pavement, structures, utilities, and plant material.
- Contractor is responsible for removal of any existing grass, weeds, or scrub growth within limits of plant bed edge or within 5' diameter circle around the base of each tree.
- Plans and other materials are quantified and summarized for the convenience of the owner and jurisdictional agencies only. Contractor shall confirm and install sufficient quantities to complete the work as drawn on the plans. No additional payments will be made for materials required to complete the work as drawn. Contractor is responsible for verifying all quantities.
- All proposed plant substitutions must be approved by the Landscape Architect and City of Goshen Forestry Department.
- All plant material shall be warranted for one (1) year from the date of final acceptance.

- Plants shall conform to the minimum measurements listed on the plant list.
- All plant material shall be shall comply with all recommendations and requirements of ANSI Z60.1-2004 "American Standard for Nursery Stock." Plant material shall be healthy, vigorous stock grown with good horticultural practice under climatic conditions similar to those of the project site, and installed in accordance with methods established by the American Association of Nurserymen.
- All material must be tagged by the nursery of origin for proper identification in the field. Tags are only to be removed after acceptance and inspection by the Landscape Architect.
- All trees to be mulched with 3" depth natural shredded hardwood mulch free of foreign matter. All shrub/ornamental grass/perennial beds to receive 3" depth decorative river rock mulch installed on top of 6 oz. minimum non-woven landscape fabric weed barrier. Trees outside of bed lines to be mulched with a 5' diameter mulch ring. Mulch shall not be placed within 3" of trunks.
- Rake topsoil to eliminate uneven areas and remove debris, roots, branches, and stones in excess of 1 inch size. Ensure positive drainage is retained away from buildings during landscape construction activities.
- Seed limit lines are approximate. All landscape areas disturbed by construction shall be seeded unless noted otherwise.
- Contractor is responsible for erosion control in all seeded areas.
- All planting bed edges shall receive a spade edge.
- Clean all surfaced of soil, mulch and landscape debris after work is complete.

LANDSCAPING REQUIREMENT

New deciduous trees are proposed to meet the perimeter street tree requirement.

Proposed Street Trees
 On-Site = 6 Trees
 On-Site on City Property = 8 Trees**
 Total Required = 14 Trees

** On City of Goshen Redevelopment Property Adjacent to the Mill Race Canal

Note:
 A minimum of five (5) trees are required to be planted with each building.

PLANT SCHEDULE

TREES	QTY	REMARKS	BOTANICAL NAME	COMMON NAME	SIZE	CONTAINER
OB	7	50'-60" Height At Maturity	Quercus bicolor	Swamp White Oak	2" CAL	BBB
Ga	7	40'-50" Height At Maturity	Grisea bobbia 'Autumn Gold'	Autumn Gold Maidenhair Tree	2" CAL	BBB

QUANTITIES SHOWN ON THE PLANT LIST ARE FOR THE CONTRACTOR'S INFORMATION ONLY. IN CASE OF DISCREPANCY, THE ACTUAL COUNT ON THE LANDSCAPE PLAN PREVAILS.

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THE ROW ON THE MILLRACE

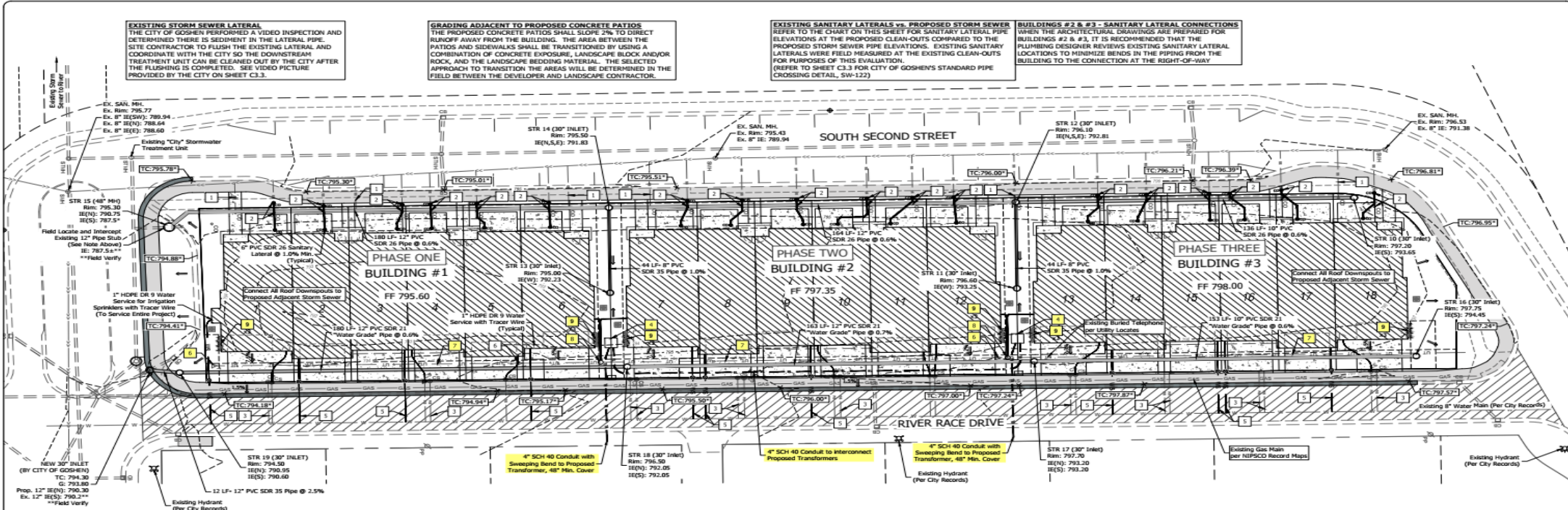
VACANT LAND, WEST OF RIVER RACE DRIVE AND EAST OF SOUTH SECOND STREET, GOSHEN, IN 46526

LANDSCAPE PLAN

ISSUE DATE: 04.20.2026
 PM/BBM QA/CC: KJD

1. REVISED PER CITY TECH REVIEW 4.20.2026
 2. RESUBMITTAL/REVISION DATE
 ORIGINAL SHEET RESPONSE USE ORIGINATING DRAWING SCALE OR DIMENSIONS
 PROJECT NO: 24-1025

C1.1



EXISTING STORM SEWER LATERAL
 THE CITY OF GOSHEN PERFORMED A VIDEO INSPECTION AND DETERMINED THERE IS SEDIMENT IN THE LATERAL PIPE. SITE CONTRACTOR TO FLUSH THE EXISTING LATERAL AND COORDINATE WITH THE CITY SO THE DOWNSTREAM TREATMENT UNIT CAN BE CLEANED OUT BY THE CITY AFTER THE FLUSHING IS COMPLETED. SEE VIDEO PICTURE PROVIDED BY THE CITY ON SHEET C3.3.

GRADING ADJACENT TO PROPOSED CONCRETE PATIOS
 THE PROPOSED CONCRETE PATIOS SHALL SLOPE 2% TO DIRECT RUNOFF AWAY FROM THE BUILDINGS. THE AREA BETWEEN THE PATIOS AND SIDEWALKS SHALL BE TRANSITIONED BY USING A COMBINATION OF CONCRETE EXPOSURE, LANDSCAPE BLOCK AND/OR ROCK, AND THE LANDSCAPE BEDDING MATERIAL. THE SELECTED APPROACH TO TRANSITION THE AREAS WILL BE DETERMINED IN THE FIELD BETWEEN THE DEVELOPER AND LANDSCAPE CONTRACTOR.

EXISTING SANITARY LATERALS vs. PROPOSED STORM SEWER
 REFER TO THE CHART ON THIS SHEET FOR SANITARY LATERAL PIPE ELEVATIONS AT THE PROPOSED CLEAN-OUTS COMPARED TO THE PROPOSED STORM SEWER PIPE ELEVATIONS. EXISTING SANITARY LATERALS WERE FIELD MEASURED AT THE EXISTING CLEAN-OUTS FOR PURPOSES OF THIS EVALUATION. (REFER TO SHEET C3.3 FOR CITY OF GOSHEN'S STANDARD PIPE CROSSING DETAIL, SW-122)

BUILDINGS #2 & #3 - SANITARY LATERAL CONNECTIONS
 WHEN THE ARCHITECTURAL DRAWINGS ARE PREPARED FOR BUILDINGS #2 & #3, IT IS RECOMMENDED THAT THE PLUMBING DESIGNER REVIEW EXISTING SANITARY LATERAL LOCATIONS TO MINIMIZE BENDS IN THE PIPING FROM THE BUILDING TO THE CONNECTION AT THE RIGHT-OF-WAY.

EXISTING SANITARY LATERALS vs. PROPOSED STORM SEWER					
Lot Number	Sanitary Lateral Invert Elevation at Storm Sewer Crossing	Proposed Cleanout Top of Pipe	Bottom of Proposed Storm Sewer	Estimated Vertical Separation	Proposed Cleanout Invert Elevation at Building
1	789.4±	790.9±	790.9±	0.9±	789.4±
2	789.3±	789.9±	791.0±	1.1±	789.4±
3	789.5±	790.1±	791.2±	1.1±	789.6±
4	789.5±	790.1±	791.2±	1.1±	789.6±
5	789.7±	790.3±	791.3±	1.0±	789.9±
6	789.9±	790.5±	791.5±	1.0±	789.9±
7	790.3±	790.9±	791.9±	1.0±	790.3±
8	790.4±	791.0±	792.0±	1.0±	790.5±
9	790.4±	791.0±	792.1±	1.1±	790.4±
10	790.5±	791.1±	792.3±	1.2±	790.7±
11	790.6±	791.2±	792.4±	1.2±	790.7±
12	790.8±	791.4±	792.5±	1.1±	790.9±
13	791.0±	791.6±	792.8±	1.2±	791.1±
14	791.1±	791.7±	793.0±	1.3±	791.2±
15	791.2±	791.8±	793.1±	1.3±	791.3±
16	791.2±	791.8±	793.2±	1.4±	791.3±
17	791.2±	791.8±	793.3±	1.5±	791.3±
18	-	-	-	-	791.8±

GENERAL NOTES

- Construction, Materials, and Testing shall be in accordance with the latest Standard Construction Specifications of the City of Goshen.
- Contractor shall require all utility companies prior to construction for locations of underground utilities. Any damages done to any public and/or private properties during construction shall be repaired at the Contractor's expense.
- Unsuitable materials that could affect the integrity of pipes and pavement shall be properly treated.
- Any removed and/or pavement, sidewalk, curb, etc., shall be replaced using the same type of material and brought back to its original grade and alignment.
- No closing of streets shall be permitted without prior approval from the City.
- Contractor shall take all necessary precautions to protect the work and safety of the public and provide, erect, and maintain all necessary barricades, suitable and sufficient lights, danger signals, signs, and other traffic control devices in accordance with the Indiana Manual on Uniform Traffic Control Devices for Streets and Highways.
- Contractor shall obtain all necessary project permits from all respective governmental agencies.
- All backfill for pipe trenches and site grading shall be performed in 6-inch lifts maximum and compacted to 98% Modified Proctor to proposed subgrade. Pipe bedding shall be in accordance with ASTM D-2211 for flexible and rigid pipe. Compaction testing shall be done by a qualified soil testing firm approved by the General Contractor.
- Contractor shall verify the water table and include in the bid the cost for dewatering to City of Goshen Standards. If necessary, the water table shall be lowered to 12 inches below the pipe invert prior to installation.
- Water and sewer pipes shall have a minimum horizontal separation of 10 feet from edge of pipe to edge of pipe. Whenever water pipes must cross above or below sewer pipes, a minimum vertical separation of 18 inches is required between the outside of the water pipe and the outside of the sewer pipe. If this cannot be met, the sewer pipe shall be constructed of water grade pressure pipe meeting AWWA Standards for a distance of 10 feet each side of the water pipe with a minimum 6 inches of separation. At crossings, one full length of water pipe shall be installed so that the joints will be as far from the sewer pipe as possible.
- Discrepancies or conflicts in the plans and/or site conditions shall be communicated to the General Contractor / Engineer to ensure that clarifications and/or revisions can be made prior to construction.

ALL SANITARY CLEAN-OUTS LOCATED IN CONCRETE SIDEWALKS SHALL INCLUDE A CAST-IRON COVER STAMPED "SANITARY" FLUSH WITH THE FINISHED SURFACE

ALL WATER SERVICE CURB BOXES LOCATED IN CONCRETE DRIVEWAYS SHALL BE INSTALLED FLUSH WITH THE FINISHED SURFACE AND HAVE A PENTAGON LID OPTION.

DRAINAGE NOTES

- Storm sewer pipe material to intercept roof downspouts shall be PVC SDR 35 or 21 (as specified on the plan). If cover is less than two (2) feet below paved surfaces, pipe material shall be provided to meet the actual cover amount. Pipe shall be bedded per pipe manufacturer, and backfilled with suitable clean granular material in accordance with the plans.
- Pipe lengths are measured to the center of structure.
- All roof downspouts shall be connected to the storm sewer, unless otherwise noted. Contractor shall review the Architect's Drawings prior to construction to account for all downspouts and locations, and coordinate with the Developer prior to the storm sewer installation.
- Storm sewer structures shall utilize the Henshab Casting R-2502 or equivalent. The casting shall be embossed with "Dump No Waste," "Drains to Waterways" and have the "5th" image.

GRADING NOTES

- Contractor shall follow the latest City of Goshen and the State of Indiana Construction Stormwater General Permit (CSGP).
- Excavated soil will need to be hauled to an approved landfill. See Note on this sheet for further information on Soil Management. For Phases One and Two, soil can be temporarily stockpiled onsite with the proper perimeter protection at a location approved by the Owner. For Phase Three, all excavated soil will need to be hauled away due to limited space available for temporary stockpiling. A minimum of four (4) inches of topsoil shall be placed on all disturbed areas outside the building and parking areas at final lawn shaping and grading.
- All exposed subgrade shall be proof-rolled and witnessed by a Geotechnical Engineer or qualified representative to determine unsuitable soil locations prior to any paving operations. Any unsuitable soil shall be excavated, backfilled, and compacted with suitable material in accordance with the plans and capable of supporting the anticipated loadings of the project.
- Positive drainage shall be maintained to prevent any ponding of water or encroachment onto adjacent properties.
- Finish grade at all building doorways equals the building finished floor elevation unless noted.
- Contractor is responsible for meeting current ADA Guidelines for all sidewalks, ramps, patios, and drives.
- Contractor shall use proposed spot grade elevations and check all grade stakes to ensure positive drainage to stormwater system is achieved. Contact Engineer if additional grades are needed or if any discrepancies or conflicts which become apparent before or during construction are found so that clarification or redesign may occur.
- Finished pavement adjacent to building foundation shall be 3 inches below Finished Floor elevation, with the exception at doorways and overhead doors. Finish grade at all building entryways equals the building finished floor, unless otherwise noted, and include Maneuvering Clearances as required by current ADA standards. Pavement at overhead door locations shall be flared up at 5% grade maximum, unless otherwise specified by Owner or General Contractor.

LEGEND

- FF: Finished Floor Elevation
- TC: Top of Concrete Curb Elevation
- 850.00': Existing Spot Elevation
- 850.00': Proposed Spot Elevation
- 1.5%: Drainage Direction / Slope
- 1: Abandon Existing Sanitary Lateral by Removing the Clean-Out, Cutting Back the Lateral Pipe under the New Sidewalk, and Installing a Permanent Cap
- 2: Relocate Sanitary Lateral Clean-Out between New Sidewalk and Proposed Storm Sewer and Install New 6" PVC SDR 35 Lateral @ 1.0% to Proposed Clean-Out at Building
- 3: Abandon and Retire Existing Water Service at the Main to City Standards (See Detail on Sheet C3.4)
- 4: Proposed Electrical Transformer (Owner/Developer to Coordinate with NIPSCO on Final Locations)
- 5: New Water Service with Shut-off Installed at R/W to City Standards (See Detail on Sheet C3.4)
- 6: Coordinate with Telephone Company to Evaluate Existing Pedestal and Required Relocation
- 7: Coordinate with Telephone Company to Evaluate Existing Buried Telephone and Required Relocation
- 8: Proposed New Paris Telephone Handhole and Conduits into Each Building (Owner/Developer to Coordinate with Utility Company on Final Locations)
- 9: Proposed Gas Meters (Owner/Developer to Coordinate with NIPSCO on Final Locations)

DRAINAGE SUMMARY

The project site is allowed to utilize and connect to the adjacent City of Goshen municipal storm sewer located in West Port Street, south of the development. The project will have (2) 12" pipe connections.

PROJECT SITE = 1.04± ACRES (45,300± SF)

MODIFIED RUNOFF COEFFICIENT CALCULATIONS

Proposed Buildings (C=1.00)	= 27,400± SF
Proposed Hard Surface (C=0.95)	= 9,950± SF
Lawn / Open Space (C=0.30)	= 7,950± SF
Total	= 45,300± SF

C = (1.0 x 27,400) + (0.95 x 9,950) + (0.30 x 7,950) = 0.87

45,300± Acres

Storage Volume Calculations
 (Per City of Goshen Stormwater Ordinance)

Storage Required = C x Rainfall Depth x Area
 = 0.87 x 0.25 feet x 45,300± Acres
 = 9,853± CFT (0.23 Acre-Ft)

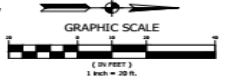
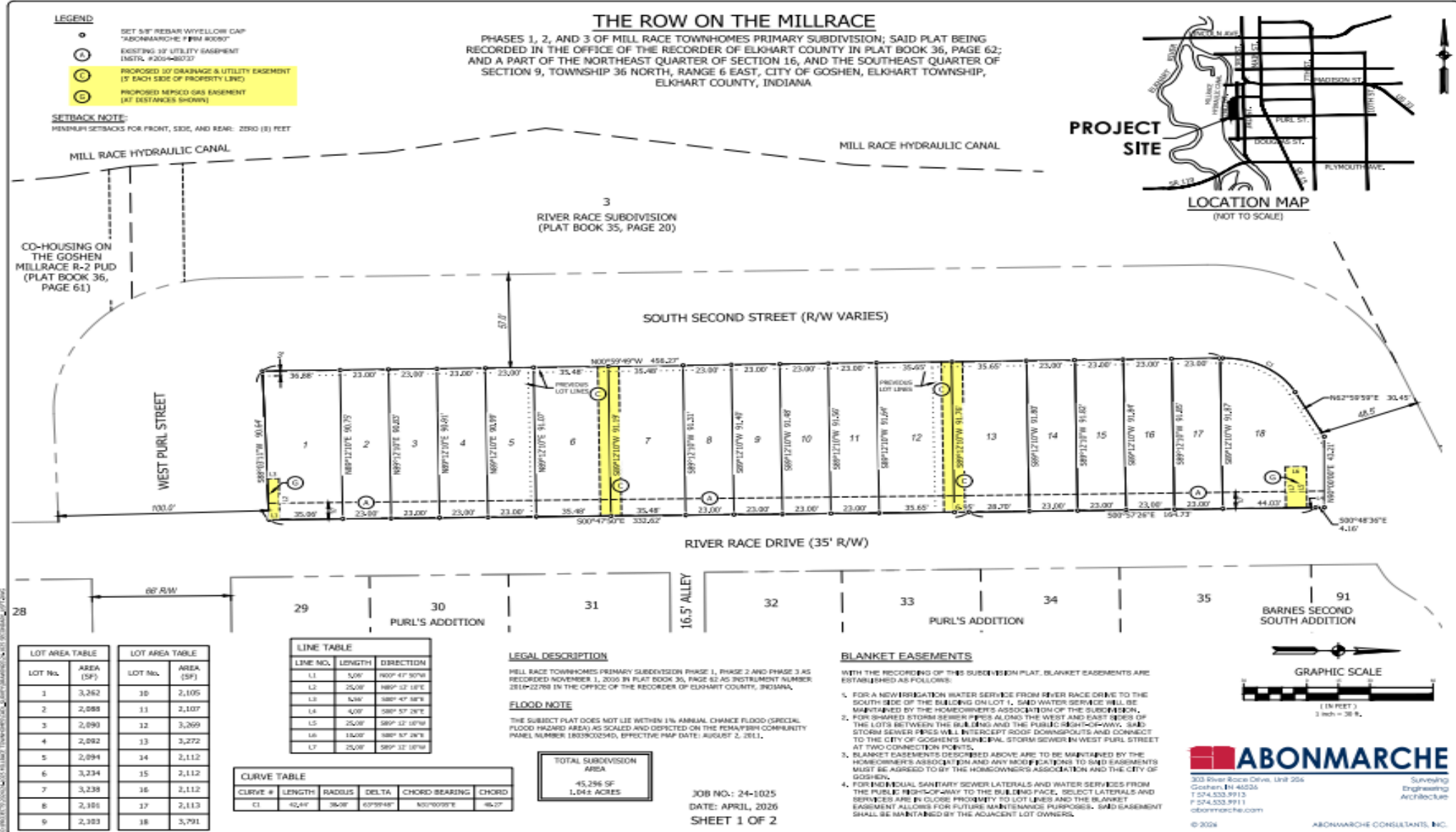


Exhibit C



GRAPHIC SCALE

1" = 30'

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Surveying
Engineering
Architecture

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JOB NO.: 24-1025
DATE: APRIL, 2026
SHEET 1 OF 2

THE ROW ON THE MILLRACE

PHASES 1, 2, AND 3 OF MILL RACE TOWNHOMES PRIMARY SUBDIVISION; SAID PLAT BEING RECORDED IN THE OFFICE OF THE RECORDER OF ELKHART COUNTY IN PLAT BOOK 36, PAGE 62; AND A PART OF THE NORTHEAST QUARTER OF SECTION 16, AND THE SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 36 NORTH, RANGE 6 EAST, CITY OF GOSHEN, ELKHART TOWNSHIP, ELKHART COUNTY, INDIANA

CITY OF GOSHEN, INDIANA, DRAINAGE MAINTENANCE STATEMENT

THE CITY OF GOSHEN, INDIANA IS A MUNICIPAL SEWERAGE STORM SEWER (MS4) COMMUNITY GOVERNED BY INDIANA ADMINISTRATIVE CODE 327-45-13. THE CITY OF GOSHEN'S POST CONSTRUCTION STORM WATER DRAINAGE MAINTENANCE AGREEMENT REQUIRES THE OWNER AND ITS ASSIGNS TO EXECUTE A STORM WATER MAINTENANCE COVENANT FOR THE OPERATION, MAINTENANCE, AND REPAIR OF ALL STORM WATER MANAGEMENT FACILITIES, AS DESCRIBED IN THE DEVELOPER'S "POST CONSTRUCTION STORM WATER MANAGEMENT PLAN", TO ADMINISTER THE "POST CONSTRUCTION STORM WATER MANAGEMENT PLAN", THE OWNER AND ITS ASSIGNS SHALL MAINTAIN AN ACCESS AND MAINTENANCE EASEMENT OVER THE STORM WATER SYSTEM AND A FLOODING MECHANISM FOR THE MAINTENANCE OF SAID STORM WATER SYSTEM. ANY CHANGES TO THE MAINTENANCE AGREEMENT BY THE DEVELOPMENT AND/OR THE ASSIGNS SHALL BE APPROVED BY THE DEPARTMENT OF STORM WATER MANAGEMENT AND THEN RECORDED WITH THE ELKHART COUNTY RECORDER.

AT A MINIMUM, THE "STORM WATER MAINTENANCE POLLUTION PREVENTION PLAN" SHALL REQUIRE THE MAINTENANCE OF ALL DRAINAGE FACILITIES INCLUDING CULVERTS AND SHIMLES. NO OWNER OR ITS ASSIGNS SHALL PERMIT, ALLOW OR CAUSE ANY OF SAID FACILITIES TO BE DESTRUCTED, REMOVED OR IN ANY WAY IMPED THE FLOW OF WATER ACROSS OR THROUGH SAID FACILITIES. IN THE EVENT ANY SUCH FACILITIES BECOME DAMAGED OR IN DISREPAIR, IT SHALL BE THE RESPONSIBILITY OF THE OWNER AND ITS ASSIGNS TO REPAIR SUCH FACILITIES AT THE COLLECTIVE'S EXPENSE.

THE CITY OF GOSHEN WILL ENFORCE THE "POST CONSTRUCTION STORM WATER MANAGEMENT PLAN" AND SHALL TAKE LEGAL ACTION, IF NECESSARY, AGAINST ANY PARTY IN NON-COMPLIANCE.

IN THE EVENT AN OWNER OR ITS ASSIGNS FAIL TO MAINTAIN SUCH DRAINAGE FACILITIES IN GOOD WORKING ORDER AND REPAIR, THE CITY OF GOSHEN, INDIANA, MAY REPAIR SUCH DRAINAGE FACILITIES AND INVOICE THE COSTS OF SUCH REPAIR TO THE OWNER AND ITS ASSIGNS. THE CITY OF GOSHEN, INDIANA, IS GRANTED AN EASEMENT ACROSS THE OWNER AND ASSIGNS REAL ESTATE FOR THE PURPOSE OF REPAIRING AND INSPECTING ANY DRAINAGE FACILITIES ON SAID OWNER OR ASSIGNS' REAL ESTATE. THE AMOUNT OF ANY ASSESSMENT FOR THE COSTS OF REPAIR, AS ASSESSED BY THE CITY, SHALL CONSTITUTE A LIEN UPON THE REAL ESTATE OF THE OWNER AND ASSIGNS, AND AN ENCUMBRANCE UPON THE TITLES TO SAID REAL ESTATE.

THE CITY OF GOSHEN, INDIANA, IS FURTHER GRANTED RIGHT OF ACTION FOR THE COLLECTION OF SAID INTERESTS FROM THE OWNER AND ASSIGNS, AND FOR THE FORECLOSURE OF SAID LIEN IN THE MANNER IN WHICH MORTGAGES ARE FORECLOSED UNDER THE LAWS OF SAID STATE OF INDIANA. ANY SUCH COLLECTION AND/OR FORECLOSURE ACTION SHALL BE MAINTAINED IN THE COURTS OF GENERAL JURISDICTION OF THE STATE OF INDIANA, AND SHALL BE COMMENCED IN ELKHART COUNTY, INDIANA.

AUDITOR

DULY ENTERED FOR TAXATION THIS _____ DAY OF _____, 20____.

ELKHART COUNTY AUDITOR,
TARA JACKSON

RECORDER

RECEIVED FOR RECORD THIS _____ DAY OF _____, 20____.

AT _____ AND RECORDED IN PLAT BOOK _____ PAGE _____.

FOR _____
ELKHART COUNTY RECORDER,
KARLA BRADY

ACCEPTANCE OF DEDICATION

BE IT RESOLVED BY THE BOARD OF PUBLIC WORKS AND SAFETY, CITY OF GOSHEN, INDIANA THAT THE DEDICATIONS ON THIS PLAT ARE HEREBY APPROVED AND ACCEPTED THIS

_____ DAY OF _____, 20____.

GENE LEICHTY, MAYOR MICHAEL A. LANDIS, MEMBER MARY NICHOLS, MEMBER

DAVE MYERS, MEMBER ERIC DANFLETLY, MEMBER

STATEMENT OF UTILITIES

EASEMENTS ARE HEREBY GRANTED TO THE CITY OF GOSHEN, ALL PUBLIC UTILITY COMPANIES, INCLUDING COMMUNICATION COMPANIES, NORTHERN INDIANA PUBLIC SERVICE COMPANY, AND SEVERAL PRIVATE UTILITY COMPANIES WHERE THEY HAVE A CERTIFICATE OF TERRITORIAL AUTHORITY TO RENDER SERVICE AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, TO INSTALL, PLACE, AND MAINTAIN SEWERS, WATER MAINS, GAS MAINS, ELECTRIC LINES, CONDUITS, BRACES, GUYS, ANCHORS, AND OTHER PUBLIC AND PRIVATE APPURTENANCES IN, UPON, ALONG AND OVER THE STRIPS OF LAND DESIGNATED ON THE PLAT MARKED "UTILITY EASEMENT" FOR THE PURPOSES OF SERVICING THE PUBLIC IN GENERAL WITH SEWER, WATER, GAS, ELECTRIC, COMMUNICATION SERVICE, AND OTHER PUBLIC AND PRIVATE UTILITIES, INCLUDING THE RIGHT TO USE THE STREETS, WHERE NECESSARY AND TO OVERLAP LOTS WITH AERIAL SERVICE WIRES TO SERVE LOTS ADJACENT TO EASEMENTS. TOGETHER WITH THE RIGHT TO ENTER UPON SAID EASEMENTS FOR PUBLIC AND PRIVATE UTILITIES AT ALL TIMES FOR ANY OF THE PURPOSES AFORESAID AND TO TRIM AND KEEP TRIMMED ANY TREES, SHRUBS, OR SAPLINGS THAT INTERFERE WITH ANY SUCH UTILITY EQUIPMENT, NO PERMANENT BUILDING OR IMPROVEMENT, SEMI-PERMANENT STRUCTURE, TREE, OR FENCE SHALL BE PLACED ON SAID EASEMENT. STILL, THE SAME MAY BE USED FOR GARDENS, SHRUBS, UNFIXED LANDSCAPING, AND OTHER PURPOSES THAT DO NOT INTERFERE WITH THE USE OF SAID EASEMENT FOR SUCH PUBLIC UTILITY PURPOSES.

PLAN COMMISSION STAFF APPROVAL

UNDER THE AUTHORITY PROVIDED BY CHAPTER 174, ACTS OF 1947, ENACTED BY THE GENERAL ASSEMBLY OF THE STATE OF INDIANA AND ORDINANCE ADOPTED BY THE COMMON COUNCIL OF THE CITY OF GOSHEN, INDIANA, THIS PLAT WAS GIVEN APPROVAL BY THE CITY OF GOSHEN, AS FOLLOWS:

APPROVED BY THE ZONING ADMINISTRATOR ON BEHALF OF THE CITY PLAN COMMISSION ON THIS

_____ DAY OF _____, 20____.

THORNDY YODER, ZONING ADMINISTRATOR

CERTIFICATE OF OWNERSHIP

WE, THE UNDERSIGNED, DO HEREBY CERTIFY THAT WE ARE THE OWNERS OF THE PROPERTY DESCRIBED IN THE ABOVE CAPTIONED AND THAT AS SUCH OWNERS WE HAVE CAUSED THE ABOVE DESCRIBED TO BE SURVEYED AS SHOWN ON THE HERSON DRAIN PLAT AS OUR FREE AND VOLUNTARY ACT AND DEED.

WITNESS OUR HANDS AND SEALS THIS _____ DAY OF _____, 20____.

CITY OF GOSHEN, INDIANA DEPARTMENT OF REDEVELOPMENT
303 SOUTH FIFTH STREET
GOSHEN, IN 46526

BY: _____
BECKY HUTSELL
REDEVELOPMENT DIRECTOR

DEED OF DEDICATION

I, BECKY HUTSELL, DO HEREBY PRESENT THAT THE UNDERSIGNED, AS PROPRIETORS, HAVE CAUSED THE ABOVE DESCRIBED LAND TO BE SURVEYED AND SUBDIVIDED AS SHOWN ON THE PLAT, THAT SAID SURVEY IS TO BE KNOWN AS THE THE ROW ON THE MILLRACE AND THAT THE LOTS HAVE THEIR RESPECTIVE DIMENSIONS GIVEN IN FEET AND DECIMAL PARTS THEREOF, AND THAT THE STREETS INCLUDED IN SAID SURVEY ARE HEREBY DEDICATED FOR PUBLIC USE.

WITNESS OUR HANDS AND SEALS THIS _____ DAY OF _____, 20____.

CITY OF GOSHEN, INDIANA DEPARTMENT OF REDEVELOPMENT
303 SOUTH FIFTH STREET
GOSHEN, IN 46526

BY: _____
BECKY HUTSELL
REDEVELOPMENT DIRECTOR

NOTARY PUBLIC CERTIFICATE

STATE OF INDIANA)
COUNTY OF ELKHART)

BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY CAME BECKY HUTSELL, REDEVELOPMENT DIRECTOR ON BEHALF OF CITY OF GOSHEN, INDIANA DEPARTMENT OF REDEVELOPMENT AND ACKNOWLEDGED THE EXECUTION OF THIS PLAT.

WITNESS MY HAND AND SEAL THIS _____ DAY OF _____, 20____.

NOTARY SIGNATURE APRIL 12, 2020
MY COMMISSION EXPIRES

RESIDENT OF ELKHART COUNTY, INDIANA

NOTARY PRINTED NAME BRITTON
COMMISSION NUMBER



LAND SURVEYOR'S CERTIFICATE

I, CAMERON L. BERON, HEREBY CERTIFY THAT I AM A LAND SURVEYOR, LICENSED IN THE STATE OF INDIANA, AND DO HEREBY FURTHER CERTIFY THAT I HAVE SURVEYED THE SURVEY OF THE PROPERTY DESCRIBED IN THE ABOVE CAPTIONED AND THAT THE SUBJECT PARCEL HAS BEEN DIVIDED THE SAME INTO BLOCKS AND LOTS AS SHOWN ON THE HERSON DRAIN PLAT, THIS PLAT, TO THE BEST OF MY KNOWLEDGE, CORRECTLY REPRESENTS SAID SURVEY AND SUBDIVISION IN EVERY DETAIL. MONUMENTS ARE SHOWN IN PLACE AS LOCATED, ALL LOT CORNERS ARE MARKED WITH IRON, DIMENSIONS ARE IN FEET AND DECIMAL PARTS THEREOF. THERE HAVE BEEN NO CHANGES IN THE LINES OR MATTERS OF SURVEY PERFORMED BY OTHERS UNDER MY SUPERVISION IN THE OFFICE OF THE RECORDER OF ELKHART COUNTY, INDIANA (IN INSTRUMENT NUMBER) _____.

I, CAMERON L. BERON, AFFIRM, UNDER PENALTIES OF PERJURY, THAT I HAVE TAKEN REASONABLE CARE TO REDACT EACH SOCIAL SECURITY NUMBER IN THIS DOCUMENT, UNLESS REQUIRED BY LAW.

DATED THIS _____ DAY OF _____, 20____.

CAMERON L. BERON, P.E.,
PROFESSIONAL LAND SURVEYOR NO. 2390095
STATE OF INDIANA



ABONMARCHE

303 River Race Drive, Unit 256
Goshen, IN 46526
T 574.533.9912
F 574.533.9911
abonmarche.com

Surveying
Engineering
Architecture

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ABONMARCHE CONSULTANTS, INC.

JOB NO.: 24-1025
DATE: APRIL, 2020
SHEET 2 OF 2

Exhibit D









CITY OF GOSHEN LEGAL DEPARTMENT

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

Phone (574) 537-3820 • Fax (574) 533-8626 • TDD (574) 534-3185
www.goshen.in.gov

May 7, 2026

To: Board of Public Works and Safety
From: Shannon Marks, Legal Compliance Administrator
Subject: Recruitment Incentive Agreement with Claudia Buszta

The Common Council has authorized the payment of a recruitment incentive to a new employee filling an eligible position in accordance with the City's Recruitment Incentive Policy, and in accordance with the terms and condition of an agreement with the new employee.

It is recommended that the Board approve the attached Recruitment Incentive Agreement with Claudia Buszta and ratify the Mayor's execution of the Agreement. Under this Agreement, the City will pay a recruitment incentive in the amount of Five Thousand Dollars (\$5,000) to Claudia Buszta for filling the position of GIS Coordinator and completing a minimum service period of one (1) year.

Suggested Motion:

Move to approve the Recruitment Incentive Agreement with Claudia Buszta and ratify the Mayor's execution of the Agreement on behalf of the City.

RECRUITMENT INCENTIVE AGREEMENT

THIS RECRUITMENT INCENTIVE AGREEMENT (“Agreement”) is entered into effective as of the latter date of the signatures hereon, by and between the City of Goshen, Indiana (the “City”), with the approval of the Goshen Board of Public Works and Safety, and **Claudia Buszta** (the “Employee”).

WHEREAS, City has adopted a Recruitment Incentive Policy authorizing the payment of recruitment incentives to newly hired employees in eligible positions; and

WHEREAS, City offers, and Employee accepts, a recruitment incentive subject to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the terms, conditions and mutual covenants contained in this Agreement, the parties agree as follows:

RECRUITMENT INCENTIVE AND SERVICE PERIOD

City agrees to pay Employee a recruitment incentive in the total gross amount of Five Thousand Dollars (\$5,000) (the “Recruitment Incentive”) for filling the position of GIS Coordinator.

As a condition of the receiving the Recruitment Incentive, Employee agrees to remain continuously employed with the City in the position of GIS Coordinator for a minimum period of one (1) year (the “Service Period”). For the purposes of this Agreement, the Service Period shall begin on May 4, 2026, and end on May 3, 2027.

PAYMENT OF RECRUITMENT INCENTIVE

The Recruitment Incentive will be paid to Employee as an initial lump-sum payment within two (2) payroll periods following the beginning of the Service Period.

The Recruitment Incentive payments shall be subject to all applicable tax withholdings.

The Recruitment Incentive is supplemental pay and shall not be considered part of Employee’s regular pay for any purpose, including, but not limited to overtime calculations or pension benefits.

TERMINATION AND REPAYMENT OBLIGATION

If Employee voluntarily resigns during the Service Period, or if City terminates Employee’s employment for Cause during the Service Period,

Employee shall be obligated to repay to City a prorated portion of the Recruitment Incentive received to date based on the percentage of the Service Period Employee actually served (Recruitment Incentive x length of actual employment / Service Period).

Repayment to City shall be made within thirty (30) days following Employee’s last day of employment.

For purposes of this Agreement, “Cause” includes:

- (1) Repeated and material failure of Employee to adequately perform the Employee’s essential duties as a GIS Coordinator, or to comply with City’s policies and procedures;

- (2) Willful misconduct, neglect, or malfeasance Employee in connection with the performance of Employee's duties; or
- (3) Conviction of, pleading guilty or nolo contendere to, or indictment of a felony or other crime involving theft, fraud, or moral turpitude.

If City terminates Employee's employment without Cause during the Service Period, City shall pay Employee the balance of the total gross amount of the Recruitment Incentive due, if any. Employee shall not be required to repay any portion of the Recruitment Incentive previously paid if City terminates Employee's employment without Cause.

NO GUARANTEE OF EMPLOYMENT

Nothing in this Agreement alters the at-will nature of Employee's employment. This Agreement does not guarantee continued employment for any duration, and City retains the right to terminate Employee's employment at any time, with or without Cause, subject to applicable law.

AMENDMENT

This Agreement may be amended only in writing signed by both parties and approved by the Goshen Board of Public Works and Safety.

INDIANA LAW

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

SEVERABILITY

If any provision of this Agreement is 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.

BINDING EFFECT

This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors, heirs, personal representatives, and other legal representatives.

ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior negotiations, agreements, and understandings with respect thereto.

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



Gina M. Leichty, Mayor



Claudia Buszta

Date: April 30, 2026

Date: May 4th, 2026



CITY OF GOSHEN LEGAL DEPARTMENT

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

Phone (574) 537-3820 • Fax (574) 533-8626 • TDD (574) 534-3185
www.goshen.in.gov

May 7, 2026

To: Board of Public Works and Safety

From: Christina M. Bonham, Paralegal

Subject: Agreement with Borntrager, Inc. for Complete Reroof of Building Located at 308 N. 5th Street

It is recommended that the Board approve and authorize Mayor Leichy to execute the attached Agreement with Borntrager, Inc. to allow the City to enter into an agreement for complete reroof of a building located at 308 N. 5th Street, which is more particularly described in attached exhibits.

The total cost for the reroof project will be Thirty-Six Thousand Eight Hundred Sixty-Seven Dollars (\$36,867.00). Fifty percent (50%) of the contract price is due upon receipt of invoice for materials, which is due prior to the commencement of work on the project, with the balance being due upon receipt of progress invoices.

Suggested Motion:

Approve and authorize Mayor Leichy to execute the attached Agreement with Borntrager, Inc. to allow the City to enter into an agreement for the complete reroof of a building located at 308 N. 5th Street.

AGREEMENT BORNTRAGER, INC. FOR COMPLETE REROOF OF BUILDING LOCATED AT 308 N. 5TH STREET

THIS AGREEMENT is entered into on May _____, 2026, which is the date of the last signature set forth on the signature page, by and between **Borntrager, Inc.** (“Contractor”), whose mailing address is 1715 E. Monroe, Goshen, IN 46528, and **City of Goshen, Indiana** (“City”), a municipal corporation and political subdivision of the State of Indiana acting through the Goshen Board of Public Works and Safety.

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

Section 1. Component Parts of this Agreement

- (A) This Agreement shall include these terms and conditions, as well as the terms and conditions set forth in the following documents:
 - (1) Contractor’s Proposal dated April 15, 2026, and attached to this Agreement as Exhibit A; and
 - (2) Map with building to be completely reroofed marked and attached to this Agreement as Exhibit B.
- (B) Any inconsistency or ambiguity in this Contract shall be resolved by giving precedence in the following order:
 - (1) This Agreement, and Amendments; and
 - (2) Contractor’s Proposal dated April 15, 2026; and
 - (3) Map with building to be completely reroofed marked.

Section 2. Scope of Services

Contractor shall provide City the services for the complete reroof of building marked on attached Exhibit B, which is located at 308 N. 5th Street, which services are more particularly described in Contractor’s April 15, 2026, proposal attached as Exhibit A (hereinafter referred to as “Duties”). In the event of any conflict between the terms of this agreement and the terms contained in the proposal attached as Exhibit A, the terms set forth in this agreement shall prevail.

Section 3. Effective Date; Term

- (A) The agreement shall become effective on the day of execution and approval by both parties.
- (B) Contractor acknowledges that time is of the essence and that the timely performance of its Duties is an important element of this agreement. Contractor shall perform all Duties as expeditiously as is consistent with professional skill and care in the orderly progress of the Duties.

- (C) Contractor shall commence the Duties as soon as practical after receiving permission from the Buildings and Grounds Department.

Section 4. Compensation

City agrees to compensate Contractor the sum of Thirty-Six Thousand Eight Hundred Sixty-Seven Dollars (\$36,867.00) for performing all Duties. Fifty percent (50%) of the contract price is due upon receipt of invoice for materials, which is due prior to the commencement of work on project, with the balance being due upon receipt of progress invoices.

Section 5. Payment

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

City of Goshen
c/o Buildings & Grounds Department
524 East Jackson Street
Goshen, IN 46528
Email is also acceptable at jeffhalsey@goshencity.com

- (C) Provided there is no dispute on amounts due, payment will be made to Contractor within forty-five (45) days following City's receipt of a detailed invoice for all Duties satisfactorily completed. If any dispute arises, the undisputed amount will be paid. Payment is deemed to be made on the date of mailing the check.
- (D) Contractor is required to have a current W-9 form on file with the Goshen Clerk-Treasurer's Office before City will issue payment.

Section 6. Licensing/Certification Standards

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

Section 7. Warranty

Contractor agrees to assist City with any warranty claims regarding manufacturer of products Contractor used in project.

Section 8. Independent Contractor

- (A) Contractor shall operate as a separate entity and independent contractor of the City of Goshen. Any employees, agents or subcontractors of Contractor shall be under the sole and

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

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

Section 9. Non-Discrimination

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

Section 10. Employment Eligibility Verification

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

Section 11. Contracting with Relatives

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

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

Section 12. No Investment Activities in Iran

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

Section 13. Indemnification

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

Section 14. Insurance

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

Section 15. Force Majeure

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

Section 16. Default

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

Section 17. Termination

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

Section 18. Notice

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

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

Contractor: Borntrager, Inc.
Attention: Margo Searfoss
1715 E. Monroe
Goshen, IN 46528

Section 19. Subcontracting or Assignment

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

Section 20. Amendments

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

Section 21. Waiver of Rights

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

Section 22. Applicable Laws

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

Section 23. Miscellaneous

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

Section 24. Severability

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

Section 25. Binding Effect

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

Section 26. Entire Agreement

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

Section 27. Authority to Execute

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

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

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

Borntrager, Inc.

Gina M. Leichty, Mayor

Margo Searfoss

Margo Searfoss, Commercial Sales

Date Signed: _____

Date Signed: 5-4-2026

April 15, 2026

EXHIBIT A

City of Goshen
204 E. Jefferson St.
Goshen, IN 46528
Attn: Jeff
Phone: 574-206-3111
Email: jeffhalsey@goshencity.com

Project: North Well Field
308 N. 5th Street
Goshen, IN 46528

SCOPE OF WORK: COMPLETE REROOF USING DURO-LAST PVC

Area: Deck/Walls – 3,973 sqft.

1. Remove and dispose of existing roofing, debris, and vent ridge cover.
2. Inspect existing decking for any water damage. Replacement of any damaged decking will be done at an additional cost of \$10.50 per sqft. upon prior inspection and approval from owner/owner's representative.
3. Install .050 white Duro-Tuff single-ply roofing over 2" (R-11.4) rigid Isocyanurate insulation board; mechanically fastened to existing deck per manufacturer's specifications and details.
4. Install white Duro-Last flashing on all parapet walls over 1" Isocyanurate insulation board terminated at top outer edge.
5. Install Duro-Last prefabricated flashing on all vent stacks, curbs, drains and other penetrations as needed.
6. Install Duro-Last vinyl coated metal around the exterior perimeter.
7. Install all necessary termination bar and accessories as needed.

8. Clean premises of all roofing scraps and debris created by this project.

WARRANTY: A twenty-(20) year non-prorated manufacturer's warranty on all materials and labor will be furnished to owner(s) within thirty-(30) days after completion of project.

PRICE.....\$ 36,867.00

Alt. #1

~~**SCOPE OF WORK: COMPLETE REROOF USING DURO-LAST PVC**~~

~~Area: Deck/Walls – 3,469 sqft.~~

- ~~1. Remove and dispose of existing roofing, debris, and vent ridge cover.~~
- ~~2. Inspect existing decking for any water damage. Replacement of any damaged decking will be done at an additional cost of \$10.50 per sqft. upon prior inspection and approval from owner/owner's representative.~~
- ~~3. Install .050 white Duro-Tuff single ply roofing over 2" (R-11.4) rigid Isocyanurate insulation board; mechanically fastened to existing deck per manufacturer's specifications and details.~~
- ~~4. Install white Duro-Last flashing on all parapet walls over 1/2" Duro-Fold insulation recovery board terminated at top outer edge.~~
- ~~5. Install Duro-Last prefabricated flashing on all vent stacks, curbs, drains and other penetrations as needed.~~
- ~~7. Install all necessary termination bar and accessories around interior perimeter below concrete cap and as needed.~~
- ~~8. Install counterflash above termination bar below concrete cap around interior perimeter.~~
- ~~9. Clean premises of all roofing scraps and debris created by this project.~~

~~WARRANTY: A twenty-(20) year non-prorated manufacturer's warranty on all materials and labor will be furnished to owner(s) within thirty-(30) days after completion of project.~~

~~PRICE.....\$ 35,837.00~~

TERMS: 50% of contract upon receipt of invoice for materials (due prior to commencement of project). Balance of contract upon receipt of progress invoices.

Respectfully Submitted,

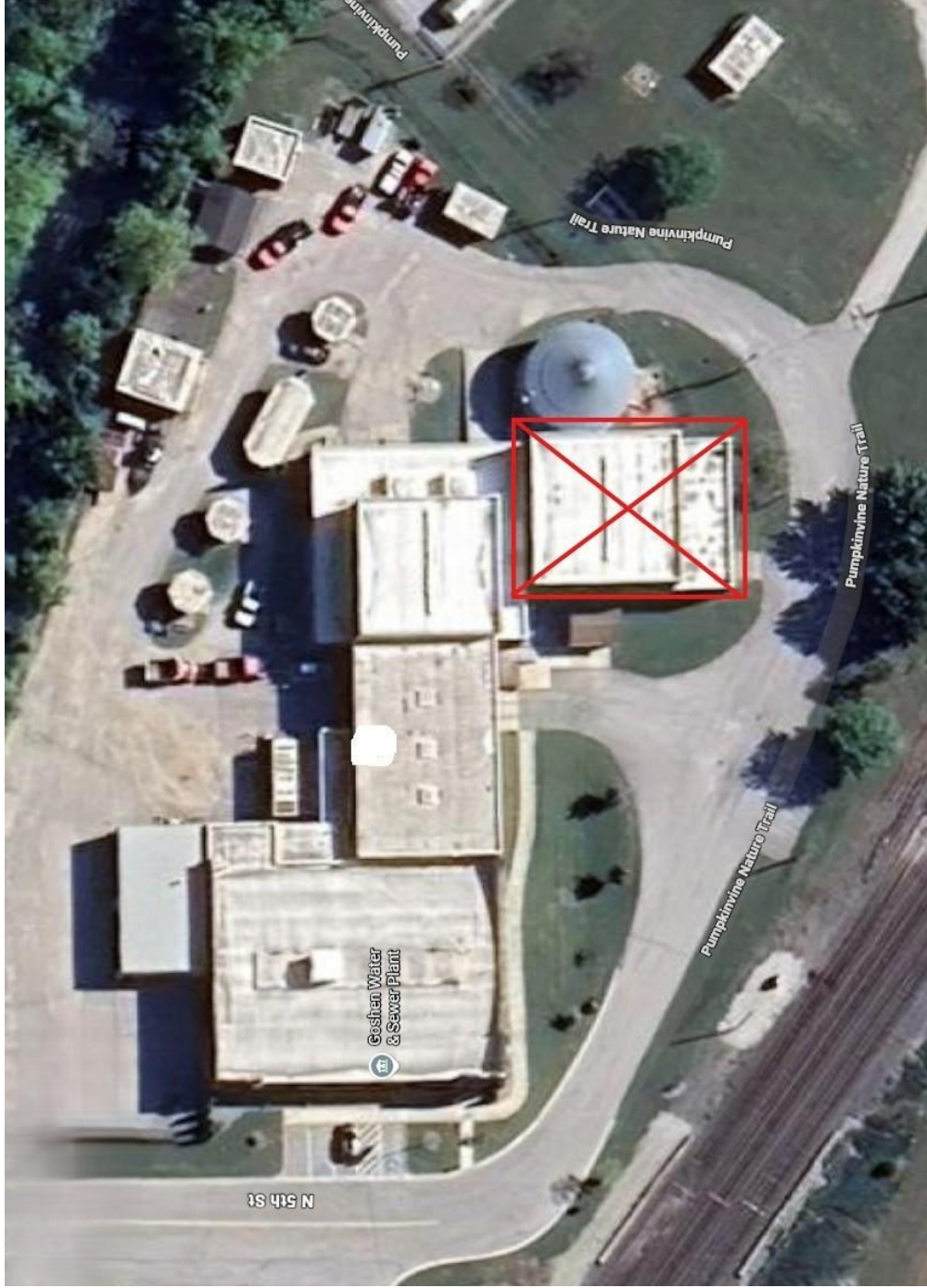
Margo Searfoss
Commercial Sales

Contract and Terms Accepted

Signed _____ Date _____

****Price cannot be guaranteed beyond 30 days****

EXHIBIT B





**Engineering Department
CITY OF GOSHEN**

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

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

MEMORANDUM

TO: Board of Works and Safety and Stormwater Board

FROM: Dustin Sailor, P.E., Director of Public Works & Utilities

RE: **HHI KERCHER RD. PROPERTIES 24, LLC MAJOR SUBDIVISION
PERFORMANCE BOND ACCEPTANCE (JN: 2025-2007)**

DATE: May 4, 2026

Himes Holding is proposing to post a performance bond in an amount to be determined at the Board of Works meeting for the completion of work associated with the above-referenced subdivision. The performance bond will cover work required to prepare the lots for development, including, but not limited to, the removal of existing hard surfaces, grading, and installation of required stormwater improvements.

Due to the shortened work week, City staff will continue working with the owner up to the date of the Board of Works meeting to obtain all required documentation. If the necessary paperwork is not finalized prior to the meeting, this request will be withdrawn.

Requested Motion: Move to accept the subdivision performance bond from Himes Holding in the amount of \$ _____, for the successful removal of existing hard surfaces, grading, and development of the necessary stormwater improvements.

City of Goshen
Board of Works & Safety

Gina Leichty, Mayor

Mike Landis, Board Member

Mary Nichols, Board Member

Barb Swartley, Board Member

Orv Myers, Board Member



Rhonda L. Yoder, AICP
PLANNING & ZONING DEPARTMENT, CITY OF GOSHEN
204 East Jefferson Street, Suite 4 • Goshen, IN 46528-3405
Phone (574) 537-3815 • Fax (574) 533-8626 • TDD (574) 534-3185
rhodayoder@goshencity.com • www.goshenindiana.org

MEMORANDUM

To: Board of Public Works & Safety
From: Rhonda L. Yoder, Planning & Zoning Administrator
Date: May 7, 2026
RE: HHI Kercher Rd. Properties 24, LLC Major Subdivision - Acceptance of Subdivision Plat

The secondary subdivision has been submitted for HHI Kercher Rd. Properties 24, LLC Major Subdivision, a two-lot major subdivision.

The subject property is generally located on the north side of Kercher Road, the east side of Lincolnway East, and the west side of Supreme Court, approximately 7.56 acres, zoned Industrial M-1.

The subdivision meets the Zoning Ordinance and Subdivision Ordinance requirements and is consistent with the primary subdivision approved by the Plan Commission on August 19, 2025.

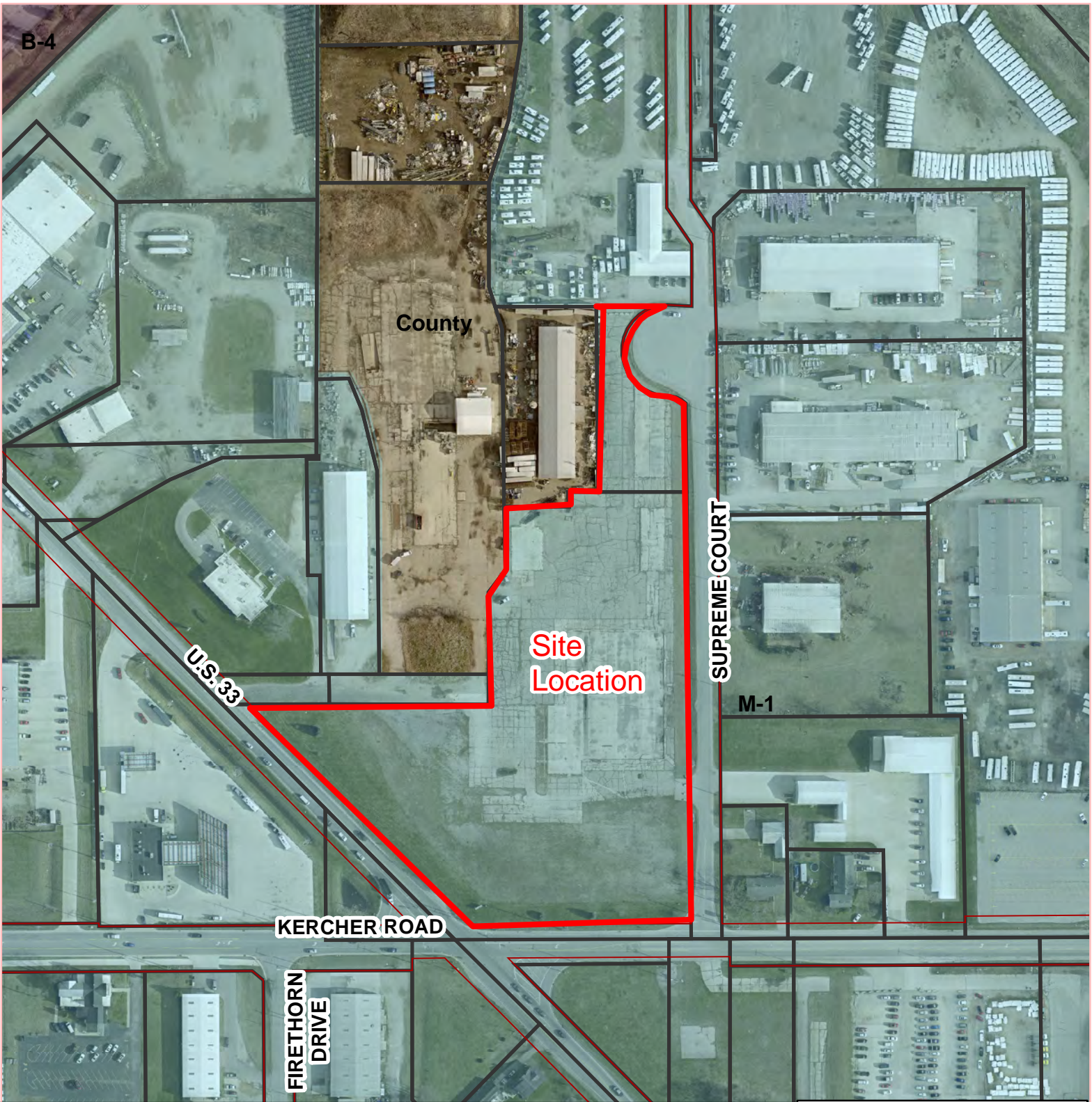
The subdivision drainage plan was accepted by the Board of Works on March 26, 2026.

A bond/surety in the amount of \$250,000 for the drainage improvements on Lot 2 is required, to be accepted by the Board of Works before the subdivision plat is accepted. At the time of the submittal deadline for the May 7, 2026, Board of Works' meeting the bond/surety had not been received. If the bond/surety is not received in time, the request for acceptance of the subdivision plat will need to be removed from the May 7, 2026, agenda.

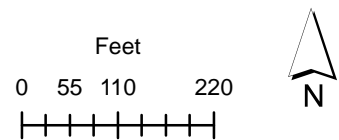
The plat includes dedication of additional right of way along the north side of Kercher Road and includes a number of easements.

Please accept the subdivision plat for HHI Kercher Rd. Properties 24, LLC Major Subdivision with dedications and easements, and sign the plat.

Requested Motion: Move to accept the subdivision plat for HHI Kercher Rd. Properties 24, LLC Major Subdivision with dedications and easements.



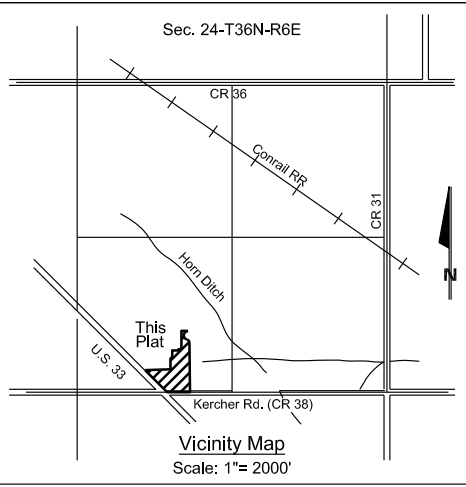
The City of Goshen's Digital Data is the property of the City of Goshen and Elkhart County, Indiana. All graphic data supplied by the city and county has been derived from public records that are constantly undergoing change and is not warranted for content or accuracy. The city and county do not guarantee 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.



HHI Kercher Road Properties Subdivision

2023 Aerial
Printed July 30, 2025

The City of Goshen
Department of
Planning & Zoning
204 East Jefferson Street, Goshen, Indiana 46528
Phone: 574-534-3600 Fax: 574-533-8626

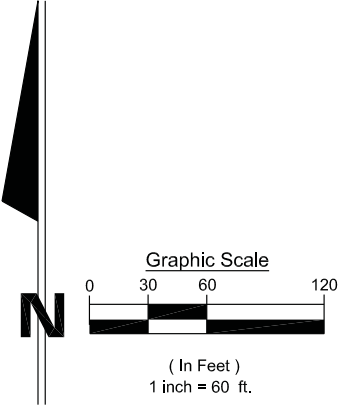
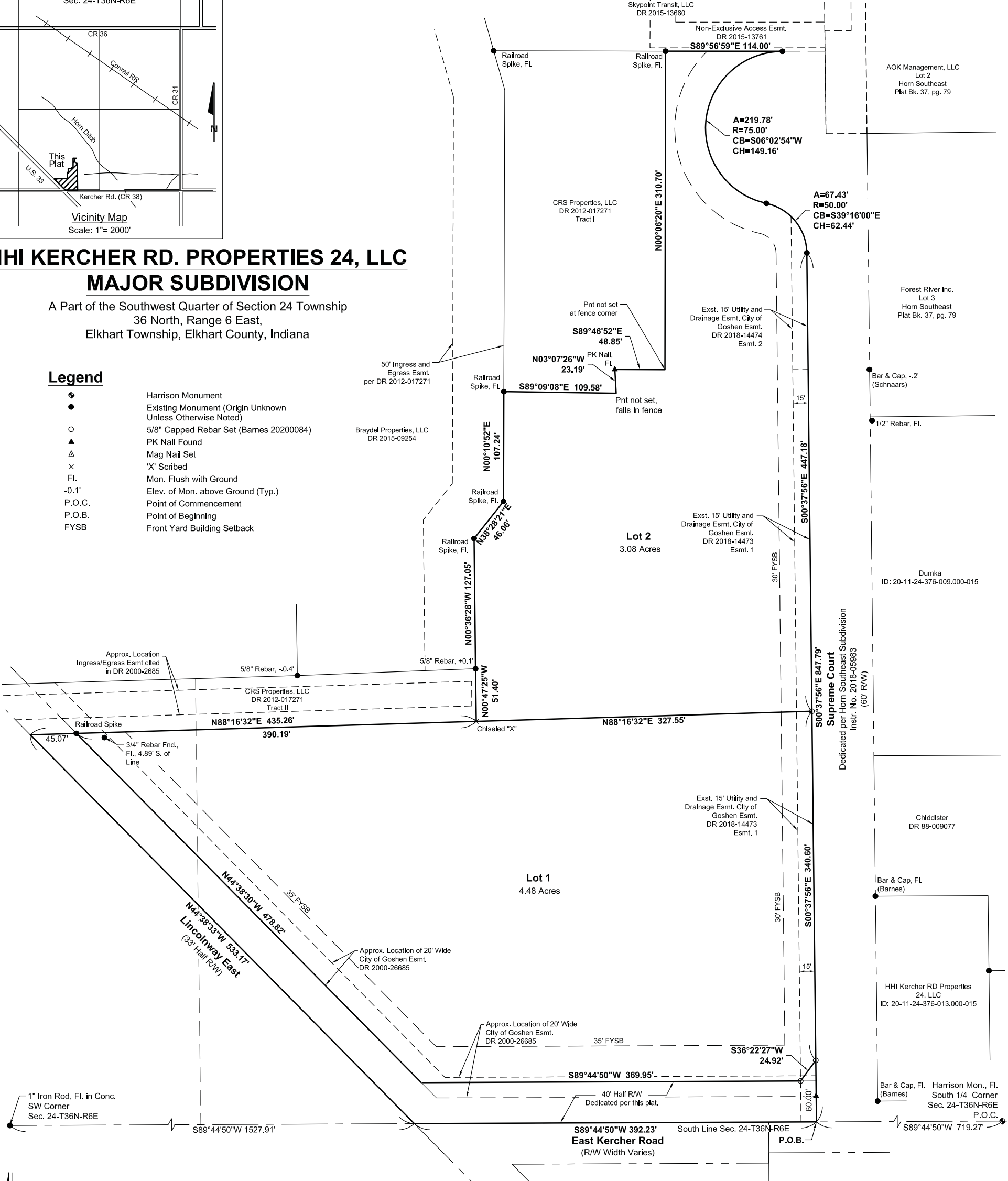


HHI KERCHER RD. PROPERTIES 24, LLC MAJOR SUBDIVISION

A Part of the Southwest Quarter of Section 24 Township
36 North, Range 6 East,
Elkhart Township, Elkhart County, Indiana

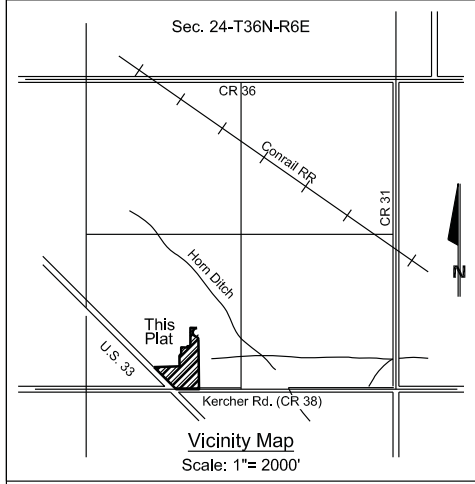
Legend

- ◆ Harrison Monument
- Existing Monument (Origin Unknown Unless Otherwise Noted)
- 5/8" Capped Rebar Set (Barnes 20200084)
- ▲ PK Nail Found
- △ Mag Nail Set
- × 'X' Scribbled
- Fl. Mon. Flush with Ground
- 0.1' Elev. of Mon. above Ground (Typ.)
- P.O.C. Point of Commencement
- P.O.B. Point of Beginning
- FYSB Front Yard Building Setback



	JONES PETRIE RAFINSKI	South Bend, IN p: 574.232.4388 Fort Wayne, IN p: 260.422.2522
	CLIENT Lassus Bros. Oil, Inc 1800 Magnavox Way Fort Wayne, IN 46804	
OWNER HHI Kercher Road Properties 24, LLC 56022 C.R. 23 Bristol, IN 46507		REF. DOC. NO.: 2024-13233 and 2024-13234
SCALE: 1" = 60' DATE: 03/02/2026	DRAWN BY: jsb CHECKED BY:	SURVEYED: Nov, 2024-Mar, 2025 JOB NO. 2024-01418
PROJ: HHI KERCHER RD. PROPERTIES 24, LLC MAJOR SUBDV. DESC: Secondary Plat LOC: SW 1/4 Sec. 24-T36N-R6E, Elkhart Twp.		C-1752

File: J:\Projects\2024\Projects\2024-01418 - Lassus Bros\02-Survey\Subdivision\Plat\2401418Plat.dwg Sined By: mschuster Plotted: 2026-03-02 11:04 AM



HHI KERCHER RD. PROPERTIES 24, LLC MAJOR SUBDIVISION

A Part of the Southwest Quarter of Section 24 Township 36 North, Range 6 East, Elkhart Township, Elkhart County, Indiana

Deed of Dedication

I the undersigned, Chad Leiby, owner of the real estate shown and described here, do hereby lay off, plat, and subdivide said real estate in accordance with the within plat. This subdivision shall be known and designated as

HHI KERCHER RD. PROPERTIES 24, LLC MAJOR SUBDIVISION

All street and alleys and public open spaces shown and not heretofore dedicated, are hereby dedicate to the public. Front building setback lines are hereby established as shown on this plat, between which lines and the property line of the streets, there shall be erected or maintained no building or structure. The strips of ground shown on this plat and marked "Easement", reserved for the use of the public utilities for the installation of water and sewer mains, poles, ducts, lines and wires and drainage facilities subject at all times to the proper authorities and to the easement herein reserved. No permanent or other structures are to be erected or maintained upon said strips of land, but owners of lots in this subdivision shall take their titles subject to the rights of the public utilities, and to the rights of the owners of other lots in this subdivision.

Owner's Certification

This is to certify that the undersigned are the owners of land herein described, and have caused the same to be surveyed and subdivided as indicated thereon, for the uses and purposes therein set forth, thereon indicated.

Dated this _____ day of _____, 2026.

Chad Leiby, Manager, HHI Kercher RD Properties 24, LLC

Notary Public Certificate

State of Indiana)
) ss;
 County of Elkhart)

Before me, the undersigned a notary public in and for said County and State, personally came the above owners and acknowledged the execution of this plat.

Witness my hand and seal this _____ day of _____, 2026.

Notary Public _____ My Commission Expires _____

Resident of _____ County

Acceptance of Dedication

Be it resolved by the Board of Public Works and Safety, City of Goshen, Indiana that the dedications on this plat are hereby approved and accepted this _____ day of _____, 2026.

Gina Leichty Mayor of Goshen Michael A. Landis, member Orv Myers, member

Mary Nichols, member Barb Swartley, member

Plan Commission Staff Approval

Under the authority provided by Chapter 174, Acts of 1947, enacted by the General Assembly of the State of Indiana and Ordinance adopted by the Common Council of the City of Goshen, Indiana, this plat was given approval by the City of Goshen, as follows:

Approved by the Zoning Administrator on behalf of the City Planning Commission on this _____ day of _____, 2026.

Rhonda Yoder, Zoning Administrator

Auditor

Duly entered for taxation this _____ day of _____, 2026.

Tiara Jackson, Auditor, Elkhart County, Indiana

Recorder

Received for record this _____ day of _____, 2026, at _____ and recorded in Plat Book _____ Page _____, Instrument No. _____

Kaala Baker, Recorder, Elkhart County, Indiana

Plat Legal Description

A part of the Southwest Quarter of Section 24, Township 36 north, Range 6 East, Elkhart Township, Elkhart County, Indiana, and being more particularly described as follows: Commencing at a Harrison monument marking the South Quarter corner of said Section; thence South 89 degrees 44 minutes 50 seconds West, said bearing being the basis of bearing of the description with all other bearings herein relative thereto, 719.27 feet on the south line of said Section to the point the point of beginning of this description; thence continuing on said south line South 89 degrees 44 minutes 50 seconds West 392.23 feet to the centerline of Lincolnway East; thence North 44 degrees 38 minutes 33 seconds West on said centerline 533.17 feet to the southwest corner of Deed Record 2012-017271, Elkhart County Recorder; thence North 88 degrees 16 minutes 32 seconds East on the south line of said Deed Record 435.26 feet to a chiseled "x" marking the southeast corner of said Deed Record; thence North 00 degrees 47 minutes 25 seconds West on the east line of said Deed Record 51.40 feet to a 5/8" Rebar marking the northeast corner of said Deed Record and the southeast corner of Deed Record 2015-09254, Elkhart County Recorder; thence North 00 degrees 36 minutes 28 seconds West on the east line of said Deed Record 127.05 feet to a railroad spike; thence North 38 degrees 28 minutes 21 seconds East on said east line 46.06 feet to a railroad spike; thence North 00 degrees 10 minutes 52 seconds East on said east line 107.24 feet to a railroad spike marking the southwest corner of Deed Record 2012-017271, Tract 1, Elkhart County Recorder; thence South 89 degrees 09 minutes 08 seconds East on the south line of said Deed Record 109.58 feet; thence North 03 degrees 07 minutes 26 seconds West 23.19 feet to a PK Nail; thence South 89 degrees 46 minutes 52 seconds East 48.85 feet; thence North 00 degrees 06 minutes 20 seconds East 310.70 feet to a railroad spike on the south line of Deed Record 2015-13600, Elkhart County Recorder; thence South 89 degrees 56 minutes 59 seconds East on said south line 114.00 feet to a 5/8" capped rebar (Barnes 20200084) on the west boundary of Supreme Court; thence southerly on said west boundary 219.78 feet along a non-tangent arc to the left having a radius of 75.00 feet and subtended by a long chord having a bearing of South 06 degrees 02 minutes 54 seconds West and a length of 149.16 feet to a 5/8" capped rebar (Barnes 20200084) to a reverse curve; thence southeasterly on said west boundary 67.43 feet along an arc to the right having a radius of 50.00 feet and subtended by a long chord having a bearing of South 39 degrees 16 minutes 00 seconds East and a length of 62.44 feet to a 5/8" capped rebar (Barnes 20200084); thence South 00 degrees 37 minutes 56 seconds East on said west boundary 847.79 feet to the point of beginning and containing 8.30 acres, more or less.

Statement of Utilities

An easement is hereby granted to the City of Goshen, all public utility companies including communication companies, Northern Indiana Public Service Company, and several private utility companies where they have a certificate of territorial authority to render service and their respective successors and assigns, to install, place, and maintain sewers, water mains, gas mains, electric lines, conduits, braces, guys, anchors and other public and private appurtenances in, upon, along and over the strips of land designated on the plat marked "utility easement" for the purposes of servicing the public in general with sewer, water, gas, electric, communication service, and other public and private utilities, including the right to use the streets, where necessary and to overhang lots with aerial service wires to serve lots adjacent to easements, together with the right to enter upon said easements for public and private utilities at all times for any of the purposes aforesaid and to trim and keep trimmed any tress, shrub, or saplings that interfere with any such utility equipment. No permanent building or improvement, semi-permanent structure, tree or fence shall be placed on said easement. Still, the same may be used for gardens, shrubs, unfixed landscaping, and other purposes that do not interfere with the use of said easement for such public utility purposes.

City of Goshen, Indiana, Drainage Maintenance Certification

The City of Goshen, Indiana, is a Municipal Separate Storm Sewer (MS4) Community governed by Indiana's Municipal Separate Storm Sewer System General Permit (INR040000). The City of Goshen's Stormwater Management Ordinance requires the owner and its assigns to execute a Stormwater Maintenance Agreement for the operation, maintenance, and repair of stormwater management facilities, as described in the development's "Post Construction Stormwater Management Plan". To administer the "Post Construction Stormwater Management Plan", the owner and its assigns shall maintain an access and maintenance easement over the stormwater system and a funding mechanism for the maintenance of said stormwater system. Any changes to the maintenance agreement by the development and/or the assigns shall be approved by the Department of Stormwater Management and then recorded with the Elkhart County Recorder.

At a minimum, the "Stormwater Maintenance Pollution Prevention Plan" shall require the maintenance of all drainage facilities including culverts and swales. No owner or its assign shall permit, allow or cause any of said facilities to be obstructed, removed or in any way impede the flow of water across or through said facilities. In the event any such facilities become damaged or in disrepair, it shall be the responsibility of the owner and its assigns to repair such facilities at the collective's expense.

The City of Goshen will enforce the "Post Construction Stormwater Management Plan", and shall take legal action, if necessary, against any party in non-compliance.

In the event an owner or its assigns fail to maintain such drainage facilities in good working order and repair, the City of Goshen, Indiana, may repair such drainage facilities and invoice the costs of such repair to the owner and its assigns. The City of Goshen, Indiana, is granted an easement across the owner and assign's real estate for the purpose of repairing and inspecting any drainage facilities on said owner or assigns' real estate. The amount of any assessment for the costs of repair, as assessed by the City, shall constitute a lien upon the real estate of the owner and assigns, and an encumbrance upon the title to said real estate.

The City of Goshen, Indiana, is further granted right of action for the collection of said indebtedness from the owner and assigns, and for the foreclosure of said lien in the manner if which mortgages are foreclosed under the laws of said State of Indiana. Any such collection and/or foreclosure action shall be maintained in the courts of general jurisdiction of the State of Indiana, and shall be commenced in Elkhart County, Indiana.

Survey Statement

This plat is in accordance with Title 865, Article 1, Chapter 12 of the Indiana Administrative Code with the lines of this plat conforming to a survey prepared by Jeffrey S. Barnes, PS of Jones Petrie Rafinski on July 29, 2024 and being recorded in the Office of the Recorder of Elkhart County in Instrument 2025-12618.

Surveyor's Certificate

I, Jeffrey S. Barnes, hereby certify that I am a land surveyor, licensed in compliance with the laws of the State of Indiana, that this plat correctly represents a survey performed under my direct supervision in accordance with I.A.C. 865-1-12 and that all the monuments will be installed in accordance with the provisions of the platting ordinance; and that their location, size, type and material are accurately shown.

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law.


 Jeffrey S. Barnes, PS LS#20200084 03/02/2026 Date



CLIENT	 JONES PETRIE RAFINSKI			South Bend, IN p: 574.232.4388 Fort Wayne, IN p: 260.422.2522
	Lassus Bros. Oil, Inc 1800 Magnavox Way Fort Wayne, IN 46804			
OWNER	HHI Kercher Road Properties 24, LLC 56022 C.R. 23 Bristol, IN 46507			2024-13233 and 2024-13234
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