



## City of Goshen Board of Public Works & Safety

Regular Meeting Agenda

**4:00 p.m., MAY 14, 2026**

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

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

### **Call to Order by Mayor Gina Leichty**

**Approval of Minutes:** May 7, 2026 Regular Meeting

### **Approval of Agenda**

**1) Bid opportunities:** Open bids received from contractors for the Century Drive Reconstruction project, read the Base Proposal amount and refer the bids to the Engineering Department for review

**2) Fire Department request:** Accept the hiring of Malik Macon, Javin Lowe, Eduardo Montoya, Brett Smith, Chris Anderson, and Jackson Hamilton as Probationary Firefighters, effective May 15, 2026

**3) Elkhart County 4H Fair request:** Approve street closures and traditional City of Goshen support services for the annual fair parade on Sunday, July 26, 2026

**4) Legal Department request:** Approve and authorize the Mayor to execute Amendment No. 4 to the Contract for Solid Waste Collection Services with Borden Waste Away Service, LLC

**5) Legal Department request:** Approve and authorize Mayor Leichty to execute the Renewal Quote with Nearmap US, Inc. to allow the City to renew licenses for certain GIS software

**6) Legal Department request:** Approve a revised Community Service Partnership agreement with Downtown Goshen, Inc. in the amount of \$26,000 to support the vault repair program and authorize Mayor Leichty to execute the agreement

**7) Legal Department request:** Approve the Community Service Partnership agreements with: Downtown Goshen, Inc. (Administrative Services for \$5,000); Downtown Goshen, Inc. (Façade Program for \$20,000); and the Economic Development Corporation of Elkhart County (Promote and Support Local Economic Development for \$25,000) to support the work described in each agreement and authorize Mayor Leichty to execute each agreement

**8) Engineering Department request:** Permit The Topsy Biscuit to install outdoor seating as detailed and in accordance with the requirements contained in the Temporary Outdoor Seating in Public Right-of-way application through Oct. 30, 2026



**9) Engineering Department request:** Accept the proposed road closure of Regent Street, from June 1<sup>st</sup> to June 30<sup>th</sup>, 2026, to accommodate road construction operations for the Cherry Creek subdivision

**10) Engineering Department request:** Notification of Norfolk Southern Railroad track closures starting as early as May 18, 2026 (information only; no action required)

**11) Clerk-Treasurer's request:** Approve and execute the agreement with Jeffery L. Weaver for the continued provision of Consulting Services under the terms and conditions specified

### **Privilege of the Floor**

### **Approval of Civil City and Utility Claims**

### ***Adjournment***



**CITY OF GOSHEN BOARD OF PUBLIC WORKS & SAFETY  
MINUTES OF THE MAY 7, 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

**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 23 and April 30, 2026 Regular Meetings as prepared by Clerk-Treasurer Aguirre. Board member Mary Nichols 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 #1, *Fire Department request: Accept the resignation and retirement of Firefighter/Paramedic Tim Christner, effective May 8, 2026.* Board member Nichols made a motion to approve the agenda as amended. Board member Swartley seconded the motion. **The motion passed 5-0.**

**1) Fire Department request: Accept the resignation and retirement of Firefighter/Paramedic Tim Christner**  
City Fire Chief Anthony Powell asked the Board to accept the retirement and resignation of Firefighter/Paramedic Tim Christner, effective May 8, 2026.

Chief Powell said Firefighter/Paramedic Christner has served the Goshen Fire Department and the community with dedication and professionalism for over 20 years. The Chief said, "Throughout his career, he has demonstrated a strong commitment to service, growth, and the high standards of our department. His contributions on emergency scenes, as well as his steady and trusted presence within the station, have made a lasting impact on both our personnel and the citizens we serve."

Chief Powell said Firefighter/Paramedic Christner has been a dependable firefighter and paramedic as well as a valued informal leader and mentor to many. The Chief added, "His experience, perspective, and character have helped shape the culture of our department, and he will be greatly missed. On behalf of the City of Goshen and the Goshen Fire Department, I extend our sincere gratitude for his years of service and wish him continued success, health, and fulfillment in his retirement."

Nichols/Swartley made a motion to accept the retirement and resignation of Firefighter/Paramedic Tim Christner, effective May 8, 2026. **The motion passed 5-0.**

**NOTE:** Before the meeting, Chief Powell gave Board members a memorandum with this request (**EXHIBIT #1**).

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

Jonathan E. Corbin of My Tree Climber of Goshen told the Board that he needs to remove a large tree, which will require the use of a very large crane, and the street is the most open place to park it. So, he asked for permission to close the street for safety and liability reasons.

Mayor Leichty said she was able to check today with the City Street Department, which can provide barricades for the street closure. Corbin thanked the Mayor.

Corbin said he planned to start work about 8 a.m., after the morning bus and school traffic has subsided. Corbin added, "the downside of a big crane is it's big and expensive. The up side of a big crane is it's big, and you can get a lot of work done really fast, so we can be, concluded with a lot of the work there before school lets out, so we're looking forward to kind of fitting in that time window where there's no activity on the streets."



**Mayor Leichty** asked if that meant Corbin wouldn't be climbing the tree. He said, "Well, I won't have to climb it; I just get set in the tree."

In a written request to the Board, **Corbin** wrote that he would be removing a large silver maple tree from in front of the home of John and Jan Smucker at 1112 South 7th St. in Goshen. The work is scheduled for May 11.

**Corbin** also wrote that the street would be completely blocked from the set down point to the end of the crane. He would leave partial blockades farther out from that for home owner access. Sidewalks would be blocked. Work would start around 8 a.m. and finish by the time school lets out.

**Nichols/Swartley made a motion to approve the closure of South 7th Street between 116 and 118 7th Street on May 11, 2026 starting at 8 a.m. until approximately 2 p.m. The motion passed 5-0.**

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

**Martin W. Metzger, of Powerpump Concrete of Wakarusa**, requested permission to replace an existing concrete driveway and approach off the alley at 506 South 5th Street, Goshen. He said he would not be adding or extending beyond what is already in place.

**City Civil Engineer Brad Minnick** said the City's driveway approach normally is limited to 24 feet. He said this proposal is to replace the existing driveway, which is wider than that, to about 36 feet, at the widest point where it meets the alley. He said he has communicated with **Metzger** about the request.

Asked by the **Mayor** to clarify the Engineering Department's position on the request, **Minnick** said he recommended approval.

**Nichols/Swartley made a motion to approve the variance to replace the existing concrete driveway and approach off the alley at 506 South 5th Street. The motion passed 5-0.**

**4) Legal Department request: Approve and authorize Mayor Leichty 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**

**City Attorney Bodie Stegelmann** recommended that the Board approve and authorize Mayor Leichty to execute the Scope Appendix with Baker Tilly Advisory Group, LP for Analysis and Cost Study for Trash and Environmental Center Services.

**Stegelmann** said this is a Scope Appendix to an Engagement Letter dated Dec. 18, 2024. Fees for services set forth in the Scope Appendix will not exceed \$35,000.

According to the scope of work, Baker Tilly will analyze the costs and revenues of trash fees and yard waste, brush pickup and environmental center fees. Baker Tilly also will make a rate presentation and testify at a public hearing on adoption of a rate and provide implementation and account support assistance as needed.

**Nichols/Swartley made a motion to approve and authorize Mayor Leichty to execute the Scope Appendix to Engagement Letter, dated Dec. 18, 2024, regarding Analysis and Cost Study for Trash and Environmental Center Services. The motion passed 5-0.**

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

**Assistant City Attorney Don Shuler** told the Board an Amended Agreement for the Sale, Purchase, and Development of Real Estate with TROTM, LLC contains updated terms for the development of three parcels of real estate located between River Race Drive and South Second Street.

Under the Amended Agreement, **Shuler** said City Redevelopment will transfer the real estate to TROTM, LLC for development. The development will include construction of townhomes across three structures.



**Shuler** said Board of Works approval was 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.

**Shuler** said 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, which will only be released once minimum investment thresholds are met.

**Shuler** said 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 were provided to the Board.

**Nichols/Swartley made a motion to approve the Amended Agreement with TROTM, LLC, and authorize the Mayor to execute the amended agreement. The motion passed 5-0.**

**6) 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**

**City Attorney Bodie Stegelmann** told the Board that 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.

**Stegelmann** 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 \$5,000 to Claudia Buszta for filling the position of GIS Coordinator and completing a minimum service period of one year.

**Nichols/Swartley made a motion to approve the Recruitment Incentive Agreement with Claudia Buszta and ratify the Mayor's execution of the Agreement on behalf of the City. The motion passed 5-0.**

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

**City Attorney Bodie Stegelmann** recommended that the Board approve and authorize Mayor Leichthy to execute the agreement with Borntlager, 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.

**Stegelmann** said the total cost for the reroof project will be \$36,867. Fifty percent (50%) of the contract price is due upon receipt of an 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.

**Nichols/Swartley made a motion to approve and authorize Mayor Leichthy to execute the agreement with Borntlager, Inc. to allow the City to enter into an agreement for the complete reroof of a building located at 308 N. 5th Street. The motion passed 5-0.**

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

**Public Works & Utilities Director Dustin Sailor** told the Board that Himes Holding will post a performance bond in the agreed upon amount of \$250,000 for the completion of work associated with Kercher Properties subdivision.

**Sailor** said 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.

**Nichols/Swartley made a motion to accept the subdivision performance bond from Himes Holding in the amount of \$250,000 for the successful removal of existing hard surfaces, grading, and development of the necessary storm water improvements. The motion passed 5-0.**



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

**City Planning & Zoning Administrator Rhonda Yoder** told the Board that 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.

**Yoder** said the subdivision meets the Zoning Ordinance and Subdivision Ordinance requirements and is consistent with the primary subdivision approved by the Plan Commission on Aug. 19, 2025. The subdivision drainage plan was accepted by the Board of Works on March 26, 2026.

**Yoder** said a bond/surety in the amount of \$250,000 for the drainage improvements on Lot 2 is required and was just affirmed by the Board, allowing the subdivision plat to be accepted. The plat includes dedication of additional right of way along the north side of Kercher Road and includes a number of easements. She asked the Board to accept the subdivision plat for HHI Kercher Rd. Properties 24, LLC Major Subdivision and sign the plat.

**Nichols/Swartley made a motion to accept the subdivision plat for HHI Kercher Rd. Properties 24, LLC Major Subdivision with dedications and easements. The motion passed 5-0.**

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

**Mayor Leichty** opened Privilege of the Floor at 4:15 p.m. There were no public 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 4:16 p.m.

**EXHIBIT #1:** *Before the meeting, City Fire Chief Anthony Powell distributed to Board members a memorandum, dated May 6, 2026, requesting acceptance of the retirement and resignation of Firefighter/Paramedic Tim Christner. The memo was considered during agenda item #1, Fire Department request: Accept the resignation and retirement of Firefighter/Paramedic Tim Christner, effective May 8, 2026.*

**APPROVED:**

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**Mayor Gina Leichty**



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**Mike Landis, Member**

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**Orv Myers, Member**

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**Mary Nichols, Member**

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**Barb Swartley, Member**

**ATTEST:**

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**Richard R. Aguirre, City of Goshen Clerk-Treasurer**



**Engineering Department  
CITY OF GOSHEN**

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

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

## MEMORANDUM

TO: Board of Public Works and Safety

FROM: Goshen Engineering

RE: **CENTURY DRIVE RECONSTRUCTION PROJECT  
PROJECT NO. 2024-0030**

DATE: May 14, 2026

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The Clerk-Treasurer's Office has received bids from contractors today for the Century Drive Reconstruction project and we are requesting that the Board of Public Works and Safety open these bids at today's meeting.

**Requested Motion:** **Open bids received from Contractors for the Century Drive Reconstruction project and read the Base Proposal amount and refer the bids to the Engineering Department.**



**ANTHONY D. POWELL**  
**FIRE CHIEF**  
**CITY OF GOSHEN**  
209 N. 3<sup>rd</sup> Street Goshen, Indiana 46526  
Phone (574) 537-3853  
Cell (574) 596-0940  
Fax (574) 533-7263  
[anthonypowell@goshencity.com](mailto:anthonypowell@goshencity.com)  
[www.goshenindiana.org](http://www.goshenindiana.org)

**May 6, 2026**

**To:**  
City of Goshen Board of Works and Public Safety

**Subject:** Request for Hiring Approval – Firefighter Candidates

Good afternoon,

I come before you today to formally request that the following individuals be appointed and sworn in as **Probationary Firefighters** for the Goshen Fire Department:

- Malik Macon
- Javin Lowe
- Eduardo Montoya
- Brett Smith
- Chris Anderson
- Jackson Hamilton

Each of these individuals has successfully completed the necessary pre-employment requirements for the Goshen Fire Dept. and to enter the State of Indiana Public Employee Retirement Fund.

I respectfully request that their official hiring be approved with an **effective date of May 15, 2026**.

Thank you for your time, and for your ongoing support of the Goshen Fire Department.

Respectfully,

**Recommended Motion:**

Move to accept the hiring of Malik Macon, Javin Lowe, Eduardo Montoya, Brett Smith, Chris Anderson, and Jackson Hamilton as Probationary Firefighters, effective May 15, 2026.

Sincerely,  
**Anthony Powell**  
Fire Chief  
Goshen Fire Department

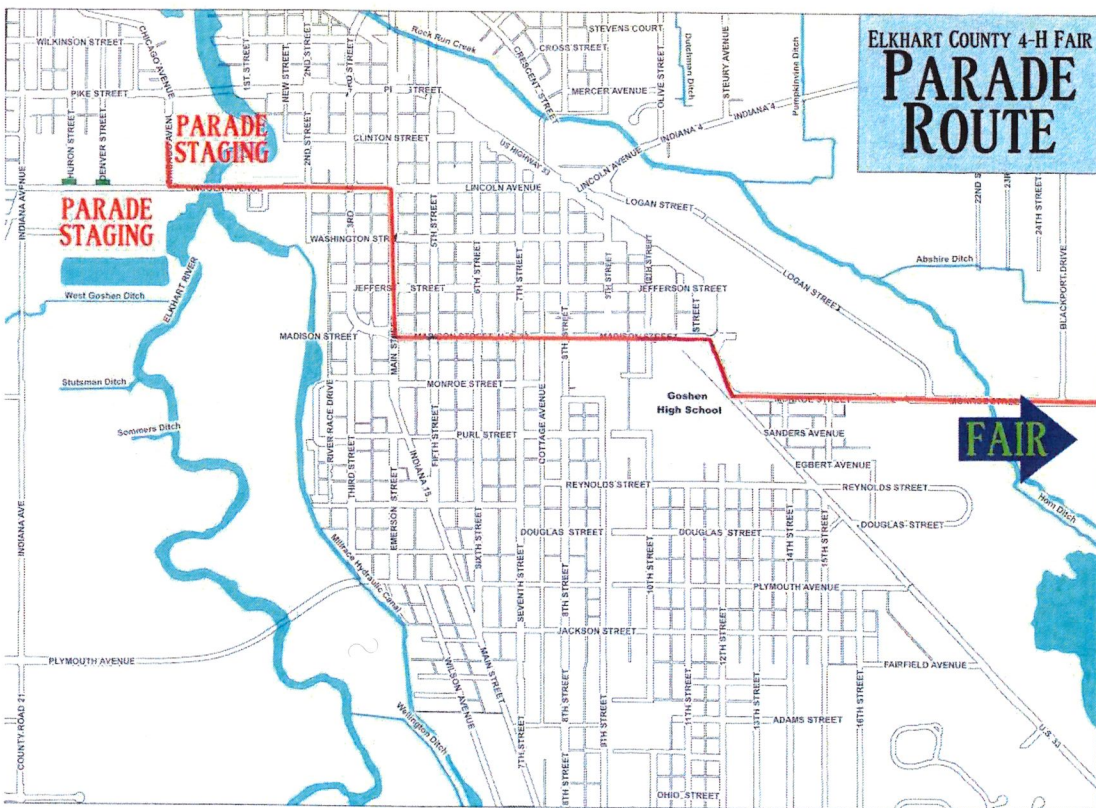


**BOARD OF PUBLIC WORKS AND SAFETY**

**REQUEST TO APPROVE: ELKHART COUNTY 4-H FAIR PARADE STAGING AND STREET CLOSINGS**

On behalf of The Elkhart County 4H Fair Board, Boyd Smith is requesting Board approval to stage the 2026 Elkhart County 4H Fair Parade, along with traditional support services from the City. The parade is scheduled for Sunday, July 26, 2026 with no changes to the traditional route.

We request the Board to have the Goshen Police Department close streets as they see appropriate for the staging and parade. We also request assistance from the Goshen Street Department with barricades and trash pickup. The community is very appreciative that the city has provided these services for over 20 years.



The staging areas will be Linway Plaza, Kroger Plaza and Rogers Park. Parade registration begins at 10:30 AM and the parade will step off promptly at 1:30 PM; some units will arrive as early as 9:00 AM, prior to registration.

If you have any questions or instructions, please contact the Parade Director, Boyd Smith, at (574) 202-0362 or [bsmith@tkimail.com](mailto:bsmith@tkimail.com) Additional details can be found at <https://www.4hfair.org/Parade>

Thank you

Boyd Smith, Parade Director



**CITY OF GOSHEN LEGAL DEPARTMENT**

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

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

May 14, 2026

To: Board of Public Works and Safety

From: Shannon Marks, Legal Compliance Administrator

Subject: Amendment No. 4 to Contract for Solid Waste Collection Services  
with Borden Waste Away Service, LLC

It is recommended that the Board approve and authorize the Mayor to execute Amendment No. 4 to the September 6, 2022, Contract for Solid Waste Collection Services with Borden Waste Away Service, LLC.

Amendment 4 clarifies the provisions related to adjustments to the contract rates. Under this amendment, the rates will continue to be adjusted annually based on the percentage change in the Consumer Price Index for the previous calendar year. The rate adjustments will take effect each year on April 1. Effective April 1, 2026, the contract rates will increase 2.8%.

**Suggested motion:**

Move to approve and authorize the Mayor to execute Amendment No. 4 to the Contract for Solid Waste Collection Services with Borden Waste Away Service, LLC.

**AMENDMENT NO. 4  
TO CONTRACT FOR  
CITY OF GOSHEN, INDIANA  
SOLID WASTE COLLECTION SERVICES**

THIS AMENDMENT is entered into on \_\_\_\_\_, 2026, which is the last signature date set forth below, by and between **Borden Waste Away Service, LLC**, formerly known as Borden Waste Away Service, Inc., (“Contractor” or “Borden”), whose mailing address is 610 North Wildwood Avenue, Elkhart, IN 46514, and **City of Goshen, Indiana**, a municipal corporation and political subdivision of the State of Indiana acting through the Goshen Board of Public Works and Safety (“City”).

**RECITALS**

- (A) City and Borden entered into a Contract on September 6, 2022, effective August 1, 2022, for Borden to provide certain solid waste collection services in the City of Goshen, Indiana.
- (B) Effective April 1, the Contract rates may be adjusted in accordance with SECTION 5 based on the reported annual percentage change for the previous calendar year as set forth in the Consumer Price Index. A rate adjustment shall be made by written amendment to the Contract.
- (C) Any modification or amendment to the terms and conditions of the Contract shall be made in writing and signed by both parties.

In consideration of the terms, conditions and mutual covenants to be kept and performed under the original Contract, any prior Amendments, and under the terms, conditions and mutual covenants of this Amendment, the parties agree as follows:

**SECTION 1. Adjustment to Contract Rates; Compensation.**

- (A) SECTION 5, Adjustment to Contract Rates, as previously amended, shall be amended in its entirety to read as follows:
  - 5.01 Effective April 1, 2026, and each subsequent April 1, the contract rates may be adjusted up or down based on the reported annual percentage change for the previous calendar year as set forth in the Consumer Price Index for All Urban Consumers for the Midwest urban area. The series title shall be for All Items, not seasonally adjusted, with an index base period of 1982-84=100. The rate adjustment shall be made by a written amendment to the Contract signed by both parties.
- (B) The contract rates shall be adjusted by increasing the unit rates **two and eight-tenths percent (2.8%)** in accordance with SECTION 5, Adjustment to Contract Rates, as amended. The adjusted unit rates shall be effective for services provided by Contractor beginning **April 1, 2026**. SECTION 4, Compensation, shall be amended accordingly to read as follows:

4.01 **Residential solid waste collection and disposal with waste cart; Recyclable materials collection and disposal with recycle cart; Downtown public trash receptacles solid waste collection and disposal; and City buildings and facilities solid waste and recyclable materials collection and disposal, including the supply of containers.**

- (A) City shall pay Contractor on a monthly basis for the services provided the previous calendar month. Total monthly compensation shall be based on a unit rate of **Sixteen and 33/100 Dollars (\$16.33)** per month for services to each eligible residence, multiplied by the agreed eligible residence count of **ten thousand nine hundred ninety-two (10,992)** eligible residences. Contractor shall pay all disposal costs for the services.
- (B) The agreed eligible residence count shall be made by written amendment to this Contract signed by both City and Contractor. Any adjustments made to the eligible residence count shall be made in accordance with Exhibit A, Section 6, Subsection 6.02(C), and by a written amendment to this Contract signed by both parties.
- (C) City will pay Contractor on a monthly basis for hardship collection services provided to each approved eligible residence the previous calendar month. Compensation shall be based on the unit rate of **Fifteen and 84/100 Dollars (\$15.84)** per month for each eligible residence approved for hardship collection services. This compensation is in addition to the unit rate under paragraph (A).

4.02 **City projects and events electronics waste collection and disposal, including supply of containers, as needed.**

- (A) City shall pay Contractor based on the unit rates set forth below for the supply of various sizes of containers and transport of the electronic waste to a recycling facility plus a rate per ton for disposal of the electronic waste.
  - (1) **Four Hundred Eighty and 37/100 Dollars (\$480.37)** per 20-, 30-, or 40-cubic yard container.
  - (2) **Six Hundred Thirty-three and 45/100 Dollars (\$633.45)** per ton electronic waste disposal.

4.03 **City projects and events expanded polystyrene foam waste collection and disposal including supply of containers, as needed.**

- (A) City shall pay Contractor based on the unit rates set forth below for the supply of various sizes of containers and transport of the expanded polystyrene foam waste to a recycling facility plus a rate per ton for disposal of the expanded polystyrene foam waste.
  - (1) **Four Hundred Eighty and 37/100 Dollars (\$480.37)** per 20-, 30-, or 40-cubic yard container.
  - (2) **Zero Dollars (\$0.00)** per ton expanded polystyrene foam disposal.

4.04 **Confidential document collection, destruction and disposal, including supply of containers, as needed.**

- (A) City shall pay Contractor based on the unit rates set forth below for the supply of a container plus a rate for the periodic collection, destruction and disposal of the documents.
- (1) **Zero Dollars (\$0.00)** per month for a 36" by 21" by 16" console container.
  - (2) **Twenty-six and 40/100 Dollars (\$26.40)** per collection, destruction and disposal of documents.

**SECTION 2. Original Contract.**

In all respects, all other provisions of the original Contract, as amended from time to time, and not affected by this Amendment shall remain in full force and effect.

**SECTION 3. Authority to Execute.**

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

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

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

**Borden Waste Away Service, LLC**

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

By:  \_\_\_\_\_

Date Signed: \_\_\_\_\_

Printed: Eric Ivory \_\_\_\_\_

Title: Municipal Sales Manager \_\_\_\_\_

Date Signed: 5-5-26 \_\_\_\_\_



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May 14, 2026

To: Board of Public Works and Safety  
From: Christina M. Bonham, Paralegal  
Subject: Agreement with Nearmap US, Inc. for Renewal of Licenses for Certain GIS Software

It is recommended that the Board approve and authorize Mayor Leichty to execute the attached Renewal Quote with Nearmap US, Inc. to allow the City to renew licenses for certain GIS software.

The 12-month subscription cost will be Eight Thousand One Hundred Seventy-Five Dollars (\$8,175.00).

**Suggested Motion:**

Approve and authorize Mayor Leichty to execute the attached Renewal Quote with Nearmap US, Inc. to allow the City to renew licenses for certain GIS software.

**Nearmap US, Inc.**  
 1850 W Ashton Blvd, Suite 500  
 Lehi, UT 84043, USA  
**Phone:** +1 (801) 609 7250

<b>Customer Name</b>	City of Goshen, IN	<b>Quote Number</b>	Q118940
<b>Contract Commencement</b>	Contract commences upon signing of quote.	<b>Quote Expiry</b>	05/21/2026
<b>Subscription Term</b>	12 Month	<b>Account Rep</b>	US Digital CSM us.digitalcs@nearmap.com
<b>Subscription Start Date</b>	05/21/2026	<b>Payment Term</b>	Net 45
		<b>Payment Method</b>	Invoice
<b>Bill To</b>	City of Goshen, IN City of Goshen Engineering Department 204 East Jefferson Street, Goshen, Indiana, 46528 574-534-2201 engineering@goshencity.com	<b>Ship To</b>	City of Goshen, IN City of Goshen Engineering Department 204 East Jefferson Street, Goshen, Indiana, 46528 574-534-2201 engineering@goshencity.com

PRODUCT	ALLOWANCE	COVERAGE	SEATS
ArcGIS Integration	NA	NA	NA
Nearmap Vertical	NA	Nationwide	Unlimited
<b>Total</b>			<b>USD \$8,175.00</b>

**ACCEPTANCE OF Q118940 will constitute an Agreement with Nearmap**

By selecting "Yes" or **signing below**, you acknowledge that (a)(i) the Additional Terms and Conditions of the previous Agreement between the Licensee and Nearmap applies to this Renewal Quote, unless otherwise specified in Schedule 1 of this Renewal Quote, and (ii) the Product-Specific Terms set out in <https://www.nearmap.com/us/en/legal/product-agreements> applies to this Renewal Quote, (b) you have the authority to agree to this Renewal Quote, (c) you agree to pay the fees set forth herein plus any applicable tax(es) as set forth in the resultant invoice(s). You acknowledge that the Coverage Area by Nearmap is outlined at <https://www.nearmap.com/us/en/current-aerial-maps-coverage>.

Note: The terms of your Agreement remain the same unless varied by this Renewal Quote. The total in this Renewal Quote is only an estimate of your next invoice. Final credits and amendments to the subscription is dependent upon the date this Renewal Quote is accepted.

Signature / Digital Acceptance: \_\_\_\_\_

Date: **May 14, 2026**

Full Name: **Gina M. Leichy**

Position: **Mayor, City of Goshen**

PO Number (if required):

If printed, please sign, scan and email to: [orders.us@nearmap.com](mailto:orders.us@nearmap.com)



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

City Annex  
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**MEMORANDUM**

To: Board of Public Works and Safety  
From: Bodie J. Stegelmann  
Re: Community Service Partnership  
Date: May 14, 2026

The City of Goshen partners with organizations that provide services or programs to Goshen residents more efficiently than what the city could provide such services. The Board approved an agreement with Downtown Goshen, Inc. to support a vault repair program. The agreement before the Board revises minor aspects of the agreement to bring clarity. Downtown Goshen, Inc. continues to seek Twenty-Six Thousand Dollars (\$26,000.00).

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

## **COMMUNITY SERVICE PARTNERSHIP AGREEMENT**

with Downtown Goshen, Inc.

to Support Downtown Goshen, Inc. Vault Repair

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

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

1. Purpose of this Agreement; Funds Award.

A. The purpose of this Agreement is to enable the City to award funds, in the amount of Twenty-Six Thousand Dollars (\$26,000.00), to the Partner to support a Vault Repair Program. The City shall also pay to Partner administrative expenses incurred by Partner under Section 5.D. upon the presentation of a claim for payment of such expenses if the amount of grants awarded and administrative expenses exceed Twenty-Six Thousand Dollars (\$26,000.00).

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

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

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

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

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

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

(the “Project”).

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

2. Representations and Warranties of the Partner.

A. The Partner expressly represents and warrants to the City that it is statutorily eligible to receive these funds. The Partner expressly agrees to promptly repay all funds paid to it under this Agreement should it be determined that it was ineligible to receive the funds.

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

3. Implementation of and Reporting on the Project.

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

B. The Partner shall submit to the City a final report within thirty (30) days of completion of the Project, but no later than December 16, 2027. The report shall include following information relative to the Project: the address, the amount paid, the date of payment, the payee, and any other information helpful to identify the Project.

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

5. Funding.

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

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

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

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

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

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

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

6. Payment of Claims.

The City agrees to provide advance payment to Partner upon submission of a proper claim setting out the intended purposes of those funds.

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

- A. whether Project activities are consistent with those set forth in this agreement;
- B. whether the actual expenditure of funds to date on the Project is in conformity with the amounts of each vault repair and that unpaid costs have been properly accrued; and
- C. that Partner's project management, fiscal management and control systems, procurement systems and methods, and overall performance are in conformance with the requirements set forth in this Agreement and Project reports submitted to City fully and accurately reflect such.

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

9. Compliance with Laws.

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

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

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

D. As required by I.C. § 5-22-3-7:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

A. Notices to the City shall be sent to:

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

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

Downtown Goshen, Inc  
Attn: Michelle Horning  
324 S 5<sup>th</sup> Street  
Goshen, IN 46528  
michhorning@gmail.com

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

17. Termination for Breach.

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

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

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

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

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

**CITY:**

**CITY OF GOSHEN, INDIANA**

\_\_\_\_\_  
Gina Leichty, Mayor

Date: \_\_\_\_\_

**PARTNER:**

**DOWNTOWN GOSHEN, INC**

---

Veronica Berkey, President

Date: \_\_\_\_\_



**Legal Department, CITY OF GOSHEN**

204 East Jefferson Street, Suite 2 • Goshen, IN 46528-3405

Phone (574) 537-3820 • Fax (574) 537-3817 • TDD (574) 534-3185  
www.goshenindiana.org

May 14, 2026

**To:** Board of Public Works and Safety  
**From:** Christina M. Bonham, Paralegal  
**Subject:** Community Service Partnership Agreements

The City of Goshen has many organizations that provide services or programs to its residents more efficiently than what the City could provide. The City has supported certain such organizations with funds in the past and wishes to continue to do so. Organizations considered for support are subject to an application process, which includes a detailed description of how these funds will be used. Organizations chosen must account for how the funds were used.

The City seeks to enter into agreements with the following:

Organization	Grant Amount
Downtown Goshen, Inc. – Administrative Services	\$5,000
Downtown Goshen, Inc. – Façade Program	\$20,000
Economic Development Corporation of Elkhart County	\$25,000

**Suggested Motion:** I move that the City of Goshen approve the agreements with:

- Downtown Goshen, Inc. – Administrative Services for Five Thousand Dollars (\$5,000)
- Downtown Goshen, Inc. – Façade Program for Twenty Thousand Dollars (\$20,000)
- Economic Development Corporation of Elkhart County for Twenty-Five Thousand Dollars (\$25,000)

to support the work described in each agreement and authorize Mayor Leichty to execute each agreement.

## COMMUNITY SERVICE PARTNERSHIP AGREEMENT

### With Downtown Goshen, Inc. To Provide Assistance with Administrative Expenses

This Community Service Partnership Agreement (“Agreement”), entered into by and between the City of Goshen, Indiana (“the City”) and Downtown Goshen, Inc. (the “Partner”), is executed pursuant to the terms and conditions set forth herein. In consideration of those mutual undertakings and covenants, the parties agree as follows:

1. Purpose of this Agreement; Funds Award.

A. The purpose of this Agreement is to enable the City to award funds, in the amount of Five Thousand Dollars (\$5,000), to the Partner to provide assistance with administrative expenses, described in more detail in Partner’s Community Services Partnership Application, incorporated herein by reference (the “Project”).

B. The funds shall be used exclusively in accordance with the provisions contained in this Agreement, in Partner’s Community Services Partnership Application, and in conformance with any applicable Indiana Code provisions. The funds received by the Partner pursuant to this Agreement shall be used only to implement the Project or to provide the services in conformance with this Agreement and for no other purpose.

2. Representations and Warranties of the Partner.

A. The Partner expressly represents and warrants to the City that it is statutorily eligible to receive these funds and that the information set forth in its Community Services Partnership Application is true, complete, and accurate. The Partner expressly agrees to promptly repay all funds paid to it under this Agreement should it be determined either that it was ineligible to receive the funds, or it made any material misrepresentation on its Community Services Partnership Application.

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

3. Implementation of and Reporting on the Project.

A. The Partner shall implement and complete the Project in accordance with the description contained in Partner’s Community Services Partnership Application. Any modification of the Project from the description given in Partner’s Community Services Partnership Application shall require prior written approval of the City.

B. The Partner shall submit to the City a Final Community Services Partnership Report Form within thirty (30) days of completion of the Project, but no later than December 16, 2026, on forms provided by the City.

4. Term. This Agreement commences upon execution by both parties and approval by the Goshen Board of Public Works and Safety and shall remain in effect through completion of the Project, or December 31, 2026, whichever is later.

5. Funding.

A. The City shall fund this award during its term, pursuant to the project budget set forth within Partner's Community Services Partnership Application. The Partner shall not make substantial modifications to any line item in the budget without the prior written consent of the City, nor shall the Project costs funded by this Agreement be changed or modified without the prior written consent of the City.

B. The disbursement of funds to the Partner shall not be made until this Agreement has been fully approved by the City.

6. Payment of Claims.

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

B. Requests for payment will be processed only upon presentation of a claim in the form designated by the City and must be submitted with accompanying supportive documentation as requested by the City.

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

A. whether Project activities are consistent with those set forth in the Partner's Community Services Partnership Application;

B. the actual expenditure of funds to date on the Project is in conformity with the amounts for each budget line item as contained in Partner's Community Services Partnership Application and that unpaid costs have been properly accrued; and

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

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

9. Compliance with Laws.

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

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

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

D. As required by I.C. § 5-22-3-7:

i. The Partner and any principals of the Partner certify that:

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

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

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

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

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

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

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

- a. has not violated the terms of I.C. 24-4.7 in the previous three hundred sixty-five (365) days, even if I.C. 24-4.7 is preempted by federal law; and
  - b. will not violate the terms of I.C. 24-4.7 for the duration of this Agreement even if I.C. 24-4.7 is preempted by federal law.
10. Employment Eligibility Verification. As required by I.C. 22-5-1.7, the Partner hereby swears or affirms under the penalties of perjury that:
  - A. The Partner has enrolled and is participating in the E-Verify program;
  - B. The Partner has provided documentation to the City that it has enrolled and is participating in the E-Verify program;
  - C. The Partner does not knowingly employ an unauthorized alien.
  - D. The Partner shall require its contractors who perform work under this Agreement to certify to Partner that the contractor does not knowingly employ or contract with an unauthorized alien and that the contractor has enrolled and is participating in the E-Verify program. The Partner shall maintain this certification throughout the duration of the term of a contract with a contractor.

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

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

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

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

The Partner understands that the City is a recipient of federal funds, and therefore, where applicable, Partner and any subcontractors shall comply with requisite affirmative action

requirements, including reporting, pursuant to 41 CFR Chapter 60, as amended, and Section 202 of Executive Order 11246 as amended by Executive Order 13672.

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

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

A. Notices to the City shall be sent to:

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

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

Downtown Goshen, Inc  
c/o Fables Books  
Attn: Veronica Berkey  
215 S. Main Street  
Goshen, IN 46526  
[veronica@fablesbooks.com](mailto:veronica@fablesbooks.com)

16. Order of Precedence. Any inconsistency or ambiguity in this Agreement shall be resolved by giving precedence in the following order: (1) requirements imposed by applicable federal or State law; (2) this Agreement; (3) the Community Services Partnership Application.

17. Termination for Breach.

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

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

18. Termination for Convenience. Unless prohibited by a statute or regulation relating to the award under this Agreement, this Agreement may be terminated, in whole or in part, by the City whenever, for any reason, the City determines that such termination is in the best interest

of the City. Termination shall be effected by delivery to the Partner of a Termination Notice, specifying effective date of termination and extent of termination. The Partner shall be compensated for completion of the Project properly done prior to the effective date of termination. The City will not be liable for work on the Project performed after the effective date of termination.

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

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

**CITY:**

**CITY OF GOSHEN, INDIANA**

\_\_\_\_\_  
Gina Leichty, Mayor

Date: \_\_\_\_\_

**PARTNER:**

**DOWNTOWN GOSHEN, INC**

\_\_\_\_\_  
Veronica Berkey, President

Date: \_\_\_\_\_

**From:** [Veronica Berkey](#)  
**To:** [CommunityRelations](#)  
**Subject:** New submission from Community Partnership Application  
**Date:** Friday, November 14, 2025 11:27:04 AM

**CAUTION:** This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

<b>Date</b>
11/14/2025
<b>Organization</b>
Downtown Goshen, Inc.
<b>Address</b>
c/o Fables Books 215 S. Main Street Goshen, Indiana 46526 United States <a href="#">Map It</a>
<b>Contact Person</b>
Veronica Berkey
<b>Email</b>
<a href="mailto:veronica@fablesbooks.com">veronica@fablesbooks.com</a>
<b>Project Title</b>
Downtown Goshen, Inc. Administrative Expenses
<b>Amount Requested</b>
5000.00
<b>Website</b>
<a href="https://downtowngoshen.org/">https://downtowngoshen.org/</a>
<b>Additional Organizational Information</b>
The DGI Board is an engaged volunteer group of persons who live or work in Goshen and are passionate about the continued development of the downtown Goshen corridor. Our newly adopted vision, mission and core values are listed below.
<b>Additional Organizational Information Continued</b>
Vision: A thriving, inclusive downtown that is a world class destination for residents and visitors, fostering economic vitality and preserving our historic charm.
Mission: We strengthen Goshen through strategic partnerships, preservation, and fostering vibrant experiences for the community in historic downtown Goshen.
Core Values: Collaboration, Integrity, Community, Invested
<b>Years in operation</b>
33

**Number of full-time paid staff**

0

**Number of volunteers**

18

**List of Board Members**

Veronica Berkey, Justin Bell, Amy Sorg, Tara Sparks, Jon Hunsberger, Jesse Sensenig, Kate Steury, Rosie Singh, Amy Worsham, Amanda Schutz, with Key Partners Nick Kieffer and Phil Lederach.

**Describe how the funds were utilized**

Prior year funds were used to pay administrative expenses - accounting fees and insurance primarily.

**How was the City recognized as a Partner?**

The City is included as a sponsor on the DGI website, as well as the subcommittee organizations, First Friday and Facade. Note that these funds are the only funds that the board currently uses/has available to it, so the City of Goshen is the only sponsor of the board itself, so no additional list is included below. All First Friday funds are used for First Friday only, those funds do not support the administrative expenses of the board.

**Proposed Project Description**

Administrative Expenses for the DGI Board of Directors

**Community needs or problems to be addressed**

Continued oversight of the two subcommittees, as well as strategic planning for the future of the DGI organization. Organization of the board into working subcommittees that support the mission and vision of DGI, which supports and strengthens Goshen.

**Population or area to be served**

Our demographic for customers to downtown businesses/users of the downtown commercial core/attenders of First Friday are a much broader category than that of the downtown businesses themselves, or the stakeholders to the Facade grants. In all of these cases, we are prioritizing a connection to the local Latinx community as members of all these demographics.

**Person(s) responsible to complete the work**

The board is volunteer, but also responsible for the planning and implementation of the board goals.

**Start Date**

01/01/2026

**End Date**

12/31/2026

**Goals:**

After a period of considerable upheaval, the board has re-oriented itself to the strategic planning initiatives outlined in our mission statement. Subgroups of the board have begun to identify those goals, and the measurement thereof.

**What date do you anticipate need these funds?**

04/01/2026

**Describe how grant funds will be utilized**

Payment of accounting services, subscription software, and insurance.

**How will the project meet one of more objectives**

Section E-3 of the Comprehensive Plan specifically identifies "Position(ing) Downtown Goshen as a hub for small business and entrepreneurship", and section E-8 identifies downtown Goshen as an area to "protect, develop and promote" from an architectural, cultural and entertainment amenity. We also believe that a vibrant downtown Goshen is a central part of local quality of life. These align with the mission and goals of DGI.

**Please confirm that you can provide this information by checking this box.**

- Yes. We have Liability Insurance and can provide a Certificate of Liability naming the City of Goshen as an additional insured on our policy.

**Upload previous year financial statement for your organization (PDF)**

- [2024-DGI-Financials.pdf](#)

**Upload list of previous years sponsors (PDF)**

- [DGI-2024-members-and-sponsors-list.pdf](#)

**Upload 2-4 previous year photos (.jpg preferred)**

- [53838137622\\_219a2b2dea\\_c.jpg](#)
- [53777644977\\_3dc091ac9b\\_o.jpg](#)

**Upload current fiscal year budget for your organization**

- [DGI-2025-Budget.pdf](#)

**Applicant Signature**



**Date**

11/14/2025

## COMMUNITY SERVICE PARTNERSHIP AGREEMENT

With Downtown Goshen, Inc.

To Support Downtown Goshen, Inc Façade Program

This Community Service Partnership Agreement (“Agreement”), entered into by and between the City of Goshen, Indiana (“the City”) and Downtown Goshen, Inc. (the “Partner”), is executed pursuant to the terms and conditions set forth herein. In consideration of those mutual undertakings and covenants, the parties agree as follows:

1. Purpose of this Agreement; Funds Award.

A. The purpose of this Agreement is to enable the City to award funds, in the amount of Twenty Thousand Dollars (\$20,000), to the Partner to support their Façade Program, described in more detail in Partner’s Community Services Partnership Application, incorporated herein by reference (the “Project”).

B. The funds shall be used exclusively in accordance with the provisions contained in this Agreement, in Partner’s Community Services Partnership Application, and in conformance with any applicable Indiana Code provisions. The funds received by the Partner pursuant to this Agreement shall be used only to implement the Project or to provide the services in conformance with this Agreement and for no other purpose.

2. Representations and Warranties of the Partner.

A. The Partner expressly represents and warrants to the City that it is statutorily eligible to receive these funds and that the information set forth in its Community Services Partnership Application is true, complete, and accurate. The Partner expressly agrees to promptly repay all funds paid to it under this Agreement should it be determined either that it was ineligible to receive the funds, or it made any material misrepresentation on its Community Services Partnership Application.

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

3. Implementation of and Reporting on the Project.

A. The Partner shall implement and complete the Project in accordance with the description contained in Partner’s Community Services Partnership Application. Any modification of the Project from the description given in Partner’s Community Services Partnership Application shall require prior written approval of the City.

B. The Partner shall submit to the City a Final Community Services Partnership Report Form within thirty (30) days of completion of the Project, but no later than December 16, 2026, on forms provided by the City.

4. Term. This Agreement commences upon execution by both parties and approval by the Goshen Board of Public Works and Safety and shall remain in effect through completion of the Project, or December 31, 2026, whichever is later.

5. Funding.

A. The City shall fund this award during its term, pursuant to the project budget set forth within Partner's Community Services Partnership Application. The Partner shall not make substantial modifications to any line item in the budget without the prior written consent of the City, nor shall the Project costs funded by this Agreement be changed or modified without the prior written consent of the City.

B. The disbursement of funds to the Partner shall not be made until this Agreement has been fully approved by the City.

6. Payment of Claims.

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

B. Requests for payment will be processed only upon presentation of a claim in the form designated by the City and must be submitted with accompanying supportive documentation as requested by the City.

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

A. whether Project activities are consistent with those set forth in the Partner's Community Services Partnership Application;

B. the actual expenditure of funds to date on the Project is in conformity with the amounts for each budget line item as contained in Partner's Community Services Partnership Application and that unpaid costs have been properly accrued; and

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

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

9. Compliance with Laws.

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

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

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

D. As required by I.C. § 5-22-3-7:

i. The Partner and any principals of the Partner certify that:

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

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

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

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

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

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

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

- a. has not violated the terms of I.C. 24-4.7 in the previous three hundred sixty-five (365) days, even if I.C. 24-4.7 is preempted by federal law; and
  - b. will not violate the terms of I.C. 24-4.7 for the duration of this Agreement even if I.C. 24-4.7 is preempted by federal law.
10. Employment Eligibility Verification. As required by I.C. 22-5-1.7, the Partner hereby swears or affirms under the penalties of perjury that:
- A. The Partner has enrolled and is participating in the E-Verify program;
  - B. The Partner has provided documentation to the City that it has enrolled and is participating in the E-Verify program;
  - C. The Partner does not knowingly employ an unauthorized alien.
  - D. The Partner shall require its contractors who perform work under this Agreement to certify to Partner that the contractor does not knowingly employ or contract with an unauthorized alien and that the contractor has enrolled and is participating in the E-Verify program. The Partner shall maintain this certification throughout the duration of the term of a contract with a contractor.

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

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

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

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

The Partner understands that the City is a recipient of federal funds, and therefore, where applicable, Partner and any subcontractors shall comply with requisite affirmative action

requirements, including reporting, pursuant to 41 CFR Chapter 60, as amended, and Section 202 of Executive Order 11246 as amended by Executive Order 13672.

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

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

A. Notices to the City shall be sent to:

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

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

Downtown Goshen, Inc  
Attn: Michelle Horning  
324 S. 5<sup>th</sup> Street  
Goshen, IN 46528  
[michhorning@gmail.com](mailto:michhorning@gmail.com)

16. Order of Precedence. Any inconsistency or ambiguity in this Agreement shall be resolved by giving precedence in the following order: (1) requirements imposed by applicable federal or State law; (2) this Agreement; (3) the Community Services Partnership Application.

17. Termination for Breach.

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

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

18. Termination for Convenience. Unless prohibited by a statute or regulation relating to the award under this Agreement, this Agreement may be terminated, in whole or in part, by the City whenever, for any reason, the City determines that such termination is in the best interest of the City. Termination shall be effected by delivery to the Partner of a Termination Notice,

specifying effective date of termination and extent of termination. The Partner shall be compensated for completion of the Project properly done prior to the effective date of termination. The City will not be liable for work on the Project performed after the effective date of termination.

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

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

**CITY:**

**CITY OF GOSHEN, INDIANA**

\_\_\_\_\_  
Gina Leichty, Mayor

Date: \_\_\_\_\_

**PARTNER:**

**DOWNTOWN GOSHEN, INC**

\_\_\_\_\_  
Veronica Berkey, President

Date: \_\_\_\_\_

**From:** [Michelle Horning](#)  
**To:** [CommunityRelations](#)  
**Subject:** New submission from Community Partnership Application  
**Date:** Friday, November 14, 2025 4:12:30 PM

**CAUTION:** This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

<b>Date</b>
11/14/2025
<b>Organization</b>
Downtown Goshen, Inc. - Facade Committee
<b>Address</b>
Goshen, Indiana United States <a href="#">Map It</a>
<b>Contact Person</b>
Michelle Horning
<b>Email</b>
<a href="mailto:michhorning@gmail.com">michhorning@gmail.com</a>
<b>Project Title</b>
Facade Grant Program
<b>Amount Requested</b>
\$20,000
<b>Website</b>
<a href="https://downtowngoshe.org/facade-grant-program/">https://downtowngoshe.org/facade-grant-program/</a>
<b>Additional Organizational Information</b>
We are a committee (Facade Committee) of Downtown Goshen, Inc. The Facade Committee is responsible for administering the Facade Grant Program. This program promotes the maintenance and rehabilitation of central business district properties by providing matching grants to business and building owners. Grants are awarded for front of building and back of building facade repair and restoration, awnings, and signs. Facade grants are matching grants, reimbursing building owners and/or business owners for 75% of the cost of approved projects up to a maximum of \$1,000-\$2,500 depending on the project category.
<b>Additional Organizational Information Continued</b>
Provided by Downtown Goshen, Inc.
<b>Years in operation</b>
The Facade Grant Program began in 2005.
<b>Number of full-time paid staff</b>
0

**Number of volunteers**

4

**List of Board Members**

Facade Committee Members  
Michelle Horning, Chair  
Jason Oswald, Project Coordinator  
Michael Phend  
Rossa Deegan  
Jesse Sensenig

**Describe how the funds were utilized**

To date, \$13,000 of the \$20,000 funding for 2025 has been awarded. We have new applications to review each month and expect to award the entire \$20,000 by the end of the calendar year. In 2025, grants have been awarded for window repair and replacement, new awnings and signs for new businesses downtown (Topsy Biscuit, The Fold, and Hollywood Fade), and various facade painting projects.

**How was the City recognized as a Partner?**

The City of Goshen is recognized on the Facade Grant Program webpage.

**Proposed Project Description**

The Facade Committee is requesting funds to continue awarding facade grants to business and building owners in the central business district, buildings which lie between Pike Street on the north, Madison Street on the south, on the west side of 5th Street and the east side of 3rd Street.

**Community needs or problems to be addressed**

The distinct architectural elements of the central business district attract residents, visitors, and potential new businesses. The grant program incentivizes and supports business and building owners to maintain and improve their buildings. The external appearance of the central business district matters for the local economy, providing small businesses with a vibrant location and destination that benefits them, their employees, and the entire Goshen community.

**Population or area to be served**

The central business district includes buildings which lie between Pike Street on the north, Madison Street on the south, on the west side of 5th Street and the east side of 3rd Street. All business owners and buildings owners in the central business district are eligible to apply for funding. The central business district includes a diverse mix of businesses (retail, restaurants, social service organizations, financial services and tax preparation) owned and operated by a diverse group of individuals representing a variety of socioeconomic, racial, and ethnic populations.

**Person(s) responsible to complete the work**

Jason Oswald, the Project Coordinator for the Facade Committee, works with applicants to ensure their project is in compliance with the Facade Grant program, but the applicants are responsible for completing the work. Funding is distributed only when the completed project is approved by Jason.

**Start Date**

01/01/2026

**End Date**

12/31/2026

**Goals:**

We are successful when we distribute 100% of our funding.

**What date do you anticipate need these funds?**

03/01/2026

**Describe how grant funds will be utilized**

Applications are accepted year-round, but the majority of projects are completed between March and November. Funds will be utilized to provide matching grants to business and building owners with qualifying facade applications.

**How will the project meet one of more objectives**

The Comprehensive Plan outlines economic development vision, goals, and objectives. Items E-3, support the development of small, locally-owned businesses and E-8, promote travel and tourism in Goshen are directly connected to the work of the Facade Committee. A vibrant and visually attractive central business district is critical to achieving both of the comprehensive plan goals for economic development.

**Please confirm that you can provide this information by checking this box.**

- Yes. We have Liability Insurance and can provide a Certificate of Liability naming the City of Goshen as an additional insured on our policy.

**Upload previous year financial statement for your organization (PDF)**

- [Facade-Grant-Program-Profit-and-Loss-2025.pdf](#)

**Upload 2-4 previous year photos (.jpg preferred)**

- [Topsy-Biscuit.jpg](#)
- [The-Fold-after.jpg](#)
- [The-Fold-before.jpg](#)

**Applicant Signature**

Signature Image



**Date**

11/14/2025

**COMMUNITY SERVICE**  
**PARTNERSHIP AGREEMENT**

With Economic Development Corporation of Elkhart County to  
Promote and Support Local Economic Development

This Community Service Partnership Agreement (“Agreement”), entered into by and between the City of Goshen, Indiana (“the City”) and Economic Development Corporation of Elkhart County (the “Partner”), is executed pursuant to the terms and conditions set forth herein. In consideration of those mutual undertakings and covenants, the parties agree as follows:

1. Purpose of this Agreement; Funds Award.

A. The purpose of this Agreement is to enable the City to award funds, in the amount of Twenty-Five Thousand Dollars (\$25,000), to the Partner for eligible costs of the services for the Promotion and Support of Local Economic Development described in more detail in Partner’s Community Services Partnership Application, incorporated herein by reference (the “Project”).

B. The funds shall be used exclusively in accordance with the provisions contained in this Agreement, in Partner’s Community Services Partnership Application, and in conformance with any applicable Indiana Code provisions. The funds received by the Partner pursuant to this Agreement shall be used only to implement the Project or to provide the services in conformance with this Agreement and for no other purpose.

2. Representations and Warranties of the Partner.

A. The Partner expressly represents and warrants to the City that it is statutorily eligible to receive these funds and that the information set forth in its Community Services Partnership Application is true, complete, and accurate. The Partner expressly agrees to promptly repay all funds paid to it under this Agreement should it be determined either that it was ineligible to receive the funds, or it made any material misrepresentation on its Community Services Partnership Application.

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

3. Implementation of and Reporting on the Project.

A. The Partner shall implement and complete the Project in accordance with the description contained in Partner’s Community Services Partnership Application. Any

modification of the Project from the description given in Partner's Community Services Partnership Application shall require prior written approval of the City.

B. The Partner shall submit to the City a Final Community Services Partnership Report Form within thirty (30) days of completion of the Project, but no later than December 16, 2026, on forms provided by the City.

4. Term. This Agreement commences upon execution by both parties and approval by the Goshen Board of Public Works and Safety and shall remain in effect through completion of the Project, or December 31, 2026, whichever is later.

5. Funding.

A. The City shall fund this award during its term, pursuant to the project budget set forth within Partner's Community Services Partnership Application. The Partner shall not make substantial modifications to any line item in the budget without the prior written consent of the City, nor shall the Project costs funded by this Agreement be changed or modified without the prior written consent of the City.

B. The disbursement of funds to the Partner shall not be made until this Agreement has been fully approved by the City.

6. Payment of Claims.

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

B. Requests for payment will be processed only upon presentation of a claim in the form designated by the City and must be submitted with accompanying supportive documentation as requested by the City.

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

A. whether Project activities are consistent with those set forth in the Partner's Community Services Partnership Application;

B. the actual expenditure of funds to date on the Project is in conformity with the amounts for each budget line item as contained in Partner's Community Services Partnership Application and that unpaid costs have been properly accrued; and

C. that Partner is making timely progress with the Project, and that its project management, financial management and control systems, procurement systems and methods, and overall performance are in conformance with the requirements set forth in

this Agreement and are fully and accurately reflected in Project reports submitted to the City.

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

9. Compliance with Laws.

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

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

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

D. As required by I.C. § 5-22-3-7:

i. The Partner and any principals of the Partner certify that:

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

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

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

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

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

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

ii. The Partner and any principals of the Partner certify that an affiliate or principal of the Partner and any agent acting on behalf of the Partner or on behalf

of an affiliate or principal of the Partner, except for *de minimis* and nonsystematic violations,

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

d. will not violate the terms of I.C. 24-4.7 for the duration of this Agreement even if I.C. 24-4.7 is preempted by federal law.

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

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

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

A. The Partner does not knowingly employ an unauthorized alien.

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

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

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

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

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

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

14. Contracting with Relatives.

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

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

A. Notices to the City shall be sent to:

City of Goshen  
Attn: Legal Department  
204 E. Jefferson Street  
Goshen, IN 46526  
[bodiestegelman@goshencity.com](mailto:bodiestegelman@goshencity.com)

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

Economic Development Corporation of Elkhart County  
Attn: Chris Stager, Executive Director  
300 NIBCO Parkway, Suite 201  
Elkhart, IN 46516  
[chris@elkhartcountybiz.com](mailto:chris@elkhartcountybiz.com)

16. Order of Precedence. Any inconsistency or ambiguity in this Agreement shall be resolved by giving precedence in the following order: (1) requirements imposed by applicable federal or State law; (2) this Agreement; (3) the Community Services Partnership Application.

17. Termination for Breach.

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

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

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

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

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

**CITY:**

**CITY OF GOSHEN, INDIANA**

\_\_\_\_\_  
Gina Leichty, Mayor

\_\_\_\_\_  
Date

**PARTNER:**

**ECONOMIC DEVELOPMENT  
CORPORATION OF ELKHART COUNTY**

\_\_\_\_\_  
Chris Stager, Executive Director

\_\_\_\_\_  
Date

**From:** [Chris Stager](#)  
**To:** [CommunityRelations](#)  
**Subject:** New submission from Community Partnership Application  
**Date:** Friday, November 14, 2025 4:47:47 PM

**CAUTION:** This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

<b>Date</b>
11/15/2025
<b>Organization</b>
Economic Development Corporation of Elkhart County
<b>Address</b>
300 Nibco Parkway Suite 201 Elkhart, Indiana Elkhart United States <a href="#">Map It</a>
<b>Contact Person</b>
Chris Stager
<b>Email</b>
<a href="mailto:chris@elkhartcountybiz.com">chris@elkhartcountybiz.com</a>
<b>Project Title</b>
Ongoing Annual Support
<b>Amount Requested</b>
25,000
<b>Website</b>
<a href="https://elkhartcountybiz.com">https://elkhartcountybiz.com</a>
<b>Additional Organizational Information</b>
We are a 501 c3 not for profit organization providing economic development services throughout the county such as;  Business Incentives Business Attraction and Retention Quality of Place initiatives Talent; Attraction, Development, Upskilling Process Improvement Cost containment and bottom-line profitability consultation Regional and local labor and workforce or demographic data Infrastructure and utility assistance Education and connectivity to a myriad of resources available to businesses
<b>Additional Organizational Information Continued</b>
To attract, maintain, and develop a sustainable and innovative economic base.

**Years in operation**

25

**Number of full-time paid staff**

4

**Number of volunteers**

Dependent on opportunity

**List of Board Members**

## 2025 Board Members

Jeff Beachy Bristol Town Council  
Adam Bujalski Elkhart County Councilman  
Bill Burton First Source Bank  
Mary Cripe Middlebury Town Mgr.  
Brian Dickerson Final Phase Electric  
Bill Dutkowski Nappanee Chamber of Commerce  
Rhett Fisher Ancon Construction & EDC Board Vice President & Treasurer  
Scott Ford Notre Dame VP of Economic Development  
Phil Jenkins Mayor City of Nappanee  
Levon Johnson Elkhart Chamber of Commerce  
Nick Kieffer Goshen Chamber of Commerce  
Jess Koscher Write Connections Owner  
John Letherman Cadet Construction  
Gina Leichty Goshen Mayor  
Zhongjie "Peter" Liang Fabric Services  
Carl Risk President of Elkhart General Hospital  
Rod Roberson Elkhart Mayor  
Brad Rogers Elkhart County Commissioner  
Lori Snyder Berkshire Hathaway Home Services  
Mike Stump Forest River(retired)  
Jeremy Stutsman Lacasa  
Brett Weddell Goshen City Council President  
Clark Warner Ceres Co-op  
Suzie Weirick Elkhart County Commissioner  
Jack Welter Retired and EDC Board Secretary  
Mike Yoder Town of Bristol Manager & EDC Board President  
Chris Stager EDC President/CEO  
Coley Brady Alliance RV CEO

**Describe how the funds were utilized**

The funds were primarily used to support our Business Retention and Expansion Programs which is approx. 75% of our overall activity.

Business and Retention visits: 50+  
Companies participating in training either at their facility or at the EDC: 10  
Companies taking advantage of:

ARI Find and Fix program 3  
Regional Skills Accelerator Training Grant 3  
OEO utility sponsored lighting replacement program 3  
Tactical Energy Group Energy Efficiency Program 3

Provided the Program is refunded number of new Goshen companies receiving State of Indiana/Conexus Manufacturing Readiness Grants: We are poing prospective applicants do to the program being discontinued in early 2025. We are awaiting a replacement program under Governor Braun.

Served on READI Grant Advisory committee and worked with developer on Cherry Creek subdivision go to market plan and funding assistance.

#### **How was the City recognized as a Partner?**

Links on Webpage. As a part of our standard presentation process we highlight the organizational structure and funders and list the City of Goshen. We provide City leaders board membership and opportunities for connection and involvement.

#### **Proposed Project Description**

Our primary objective of our annual program is to utilize our unique resources to partner with and advocate for the City of Goshen during all meetings with local manufacturing and logistics businesses, local developers, national site selectors and other entities looking to grow or relocate their existing Goshen business or relocate here from outside the area. We actively meet with manufacturing and logistics businesses to discuss EDC and partner program information, barriers to further growth and opportunities and resources relating to additional profitability and productivity that are available at the state, local, and federal levels Additionally we are a communication conduit for data and observations from the local business community to flow back to City government. We assist local in talent development and training and retention and work with companies to effectively leverage all community support programs that are available to them at the local, state, and federal levels.

#### **Community needs or problems to be addressed**

1. Creating and retaining equitable job opportunities and wage growth for Goshen citizens.
2. Growing and improving City of Goshen revenues via residential and business assessed value growth.
3. Work with partners on upskilling our existing workforce for the jobs of the future.
4. Provide communication and connectivity to all businesses on available programming
5. Advocate with infrastructure providers on needs of industrial and small business clients

#### **Population or area to be served**

Our work provides benefits to all area of the Goshen Community and is inclusive of all demographics. The effort provides subsidized and unsubsidized training and educational opportunities. It creates additional career pathways for incumbent and the next generations of Goshen's work forces while focusing on improving wages. It improves overall tax revenue for the community which in turn allows the City of Goshen to do more for its constituents. Our manufacturing base needs to continually improve in multiple areas to remain competitive in the world marketplace and retain our current standards of living.

#### **Person(s) responsible to complete the work**

EDC Staff, Indiana Economic Development Corporation, South Bend-Elkhart Regional Partnership, Goshen College, Purdue Manufacturing Extension Partnership, Purdue Ag. Extension, Ivy Tech, Goshen Schools, and other partners

#### **Start Date**

01/01/2026

#### **End Date**

12/31/2026

#### **Goals:**

Continuing to position the City of Goshen favorably to its external customers, citizens, and business

community

- A. Project volume from new real and personal property investment: \$10M
- B. Jobs Created from projects: 100
- C. Business and Retention visits: 50+
- D. Companies participating in training either at their facility or at the EDC: 10
- E. Companies taking advantage of subsidized apprenticeship and internship opportunities: 20
- F. Companies receiving either workforce training funding either through the Regional Skills Accelerator or Power up job training funding: 10
- G. Provided the Program is refunded number of new Goshen companies receiving State of Indiana/Conexus Manufacturing Readiness Grants: 5
- H. Completion of Elkhart County Fiber local community fiber initiative to reduce Goshen's technology infrastructure costs and harden their network from outside intervention.

**What date do you anticipate need these funds?**

03/01/2026

**Describe how grant funds will be utilized**

This year we will again be using this grant largely for operational support costs. We will be working with all local and regional partners to continue to diversify the Goshen business base and drive entrepreneurial, knowledge based, and technology focused skills growth. We currently engage with the Horizon Educational Alliance, all local higher learning institutions, Enfocus, South Bend Elkhart Regional Partnership and the Indiana Economic Development Corporation to provide training content, operational and talent support services and grant funding. Additionally, we partner with the Purdue Manufacturing Extension Partnership and Notre Dame's Labs for Industry Futures and Transformation on the advancement of Industry 4.0, continuous improvement training, and overall digital literacy. We hope to again host our region's Hustle SBE minority business accelerator program that supports minority start up activity.

**How will the project meet one of more objectives**

We will be working with all local and regional partners to continue to diversify the Goshen business base and drive entrepreneurial, knowledge based, and technology focused employer and employee skills growth. We currently engage with the Horizon Educational Alliance, all local high schools and higher learning institutions including Goshen College, Enfocus, South Bend Elkhart Regional Partnership and the Indiana Economic Development Corporation to provide training content, operational and talent support services, and grant funding. Additionally, we partner with the Purdue Manufacturing Extension Partnership and Notre Dame's Labs for Industry Futures and Transformation on the advancement of Industry 4.0, continuous improvement training, and overall digital literacy and transformation. We currently host our region's Hustle SBE minority business accelerator program that supports minority start-ups. This work requires a more specialized skill set, can be complex, and EDC of Elkhart County is recognized as one of the leading Economic Develop entities in the State of Indianadthat is well positioned to complete this type of work more effectively than local government.

**Please confirm that you can provide this information by checking this box.**

- Yes. We have Liability Insurance and can provide a Certificate of Liability naming the City of Goshen as an additional insured on our policy.

**Upload previous year financial statement for your organization (PDF)**

- [2024-EOY-Financials.xlsx](#)

**Upload list of previous years sponsors (PDF)**

- [2024-Investors.pdf](#)

**Upload 2-4 previous year photos (.jpg preferred)**

- [2.jpg](#)
- [3.jpg](#)

**Upload current fiscal year budget for your organization**

- [EDC-Approved-Budget-112025.xlsx](#)

**Upload IRS 501c3 designation letter (optional)**

- [EDC-of-Elkhart-County-IRS-determination-and-name-change.pdf](#)

**Upload Certificate of Liability Insurance naming the City of Goshen as an additional insured**

- [Certificate-of-Liability.pdf](#)

**Applicant Signature**

Signature Image



**Date**

11/15/2025



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

RE: **THE TIPSY BISCUIT – 103 N. 5<sup>TH</sup> STREET  
OUTDOOR SEATING REQUEST (JN: STREETS – R/W – OUTDOOR SEATING)**

DATE: May 14, 2026

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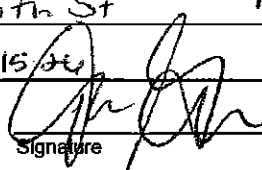
The Topsy Biscuit at 103 N. 5<sup>th</sup> Street has provided a sufficient Temporary Outdoor Seating in the Public Right-of-way application for 2026. The Topsy Biscuit's outdoor seating 2026 setup is the same as 2025, and the City is unaware of any complaints regarding last year's setup.

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

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

## Application for Temporary Outdoor Seating in Public Right-of-Way City of Goshen, Indiana

<b>Name of Business:</b> THE TIPSY BISCUIT	<b>Business Phone Number:</b> 574-327-6851
<b>Applicant Name:</b> JAMES GIBSON	<b>Applicant Phone Number:</b> (required for after-hours contact) 574-224-2900
<b>Address:</b> 103 N. 5th St      thetipsybiscuit@gmail.com	
<b>Installation Date:</b> (On or After April 1 <sup>st</sup> ) 5-15-20	<b>Removal Date:</b> (On or Before October 30 <sup>th</sup> ) 10-30-20

PERMIT APPLICANT  4-28-20  
Signature Date

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

APPLICATION FEE: The fee for each Outdoor Seating Right-of-Way application shall be \$20.00. Please make check payable to: "CITY OF GOSHEN"  
Date Paid 5/10/20  Cash  Check # \_\_\_\_\_

### City of Goshen "Approval of Permit"

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

**Application Checklist**

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

**Application Requirements**

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

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

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

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

- All temporary walkways and seating areas must be on constructed surfaces that are a minimum of four inches high along the travel lane of the adjacent roadway, covered in slip-resistant material, and have a minimum load-bearing weight of 100 lbs./sq. ft.
- All temporary walkway and seating construction must allow the existing drainage patterns to be maintained and must provide a clear area adjacent to the curb in the roadway to allow runoff to flow. The required opening shall be no less than 12 inches in width and have a height of two inches or the height of the adjacent curb, whichever is greater.
- Constructed walkways must meet all guidance set forth in the U.S. Access Board's Proposed Rights-of-Way Accessibility Guidelines and provide a minimum walkway width of five feet.
- All temporary walkways and seating areas must be separated from the adjacent roadway with a vertical barrier that is a minimum of 36-inches high. The vertical barrier must be rigid, fastened securely to the constructed surface, and have no passable gaps greater than 6-inches. The vertical barrier, or delineators/bollards with reflective tape placed in addition to the barrier, must be placed between 18 and 36 inches away from the lane line of the adjacent travel lane and must be easily visible to the traveling motorist on said facility.
- A 3-foot clear area must be provided as a buffer between any construction and the closest parking space or driveway and the installation cannot obstruct vehicle sight lines as determined by the Engineering Department.
- Where requested by the City, additional separation and or protection may be required on the upstream end (end at risk of vehicle impact) of the construction. These determinations will be based on vehicle speed and a driver expectancy\* in the adjacent roadway.

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

#### Operation and Maintenance

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

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

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

#### Terms and Conditions

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

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

that the Board of Public Works and Safety or the City's Engineering Department must approve the permit prior to the start of work. Applicant agrees and acknowledges that the City has the authority to condition or revoke approvals deemed to have been improvidently granted or inappropriate in light of new information or changed circumstances. In addition, the City may impose conditions on new or existing approvals in order to promote the public health, safety, and welfare and to mitigate adverse impacts that have arisen or may arise in connection with a new or expanded outdoor seating area approved under this program. Anyone who wishes to challenge the approval or denial may seek reconsideration by the City Engineer by submitting the appeal to the approval or denial via email to the City's Engineering Department. This shall be the exclusive means of appealing any approvals granted or revoked under the program. The City Engineer shall have the sole discretion to approve or reject a challenge, but such determination shall consider application requirements, program guidelines, and public health, safety, and welfare needs.

**B. Operating Terms and Conditions.** Applicants by applying for an Outdoor Seating Permit agree to comply with the following operating conditions:

1. Applicant shall comply with and enforce customer compliance with state and local requirements for restaurant and bar operation
2. Applicant shall be responsible for properly cleaning and disinfecting all dining tables and chairs as needed or required by local health requirements
3. Applicant shall have adequate on-site hand sanitizing and hand-washing stations available to employees and customers
4. Applicant shall be responsible for coordinating any issues or permissions required from neighboring operators affected by its proposed site
5. Applicant shall comply with all required liquor laws and be responsible for coordinating compliance with applicable local and state authorities
6. Applicant shall not store or prepare food within the City's right-of-way

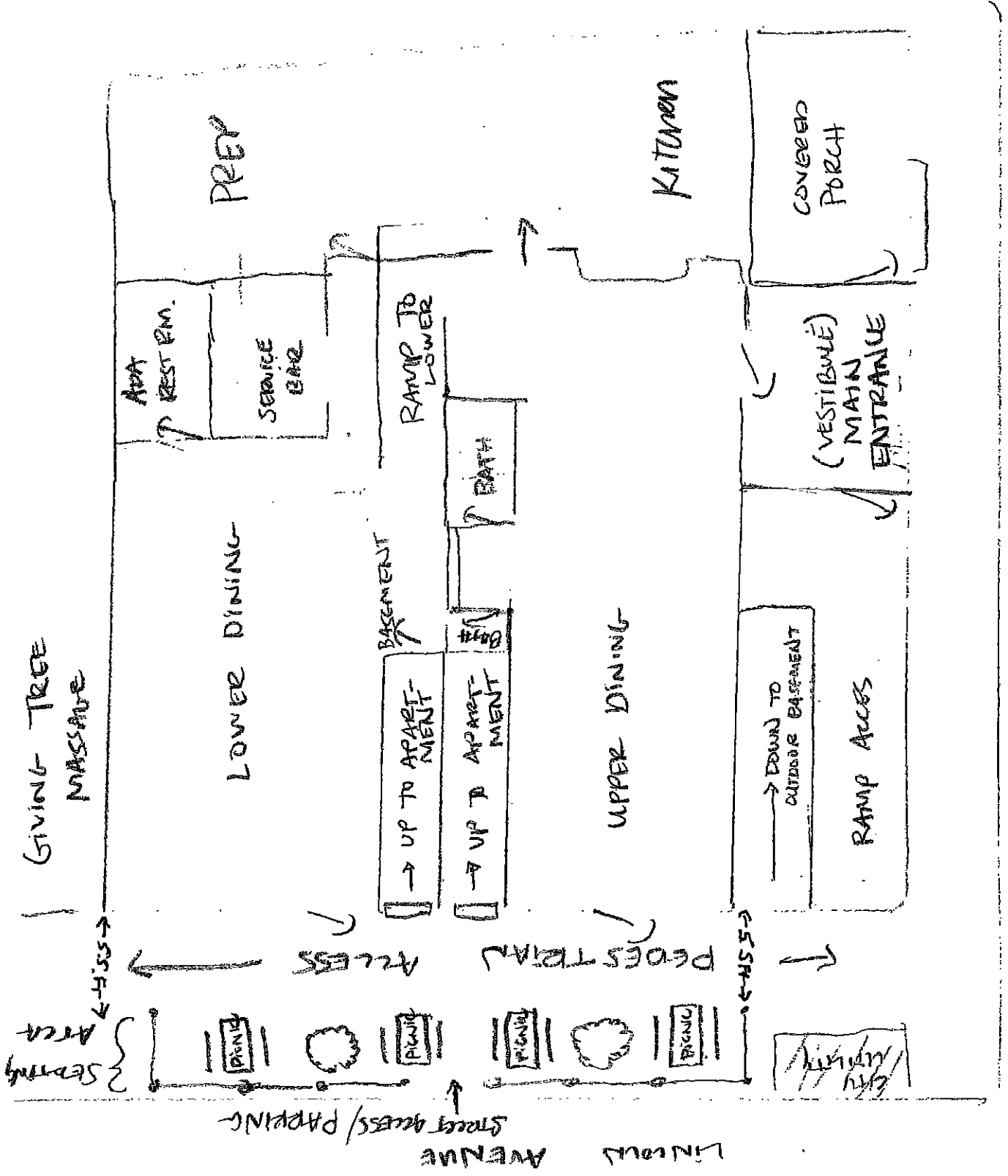
**C. Standard Terms and Conditions: Outdoor Seating in Public Right-of-Way of the Downtown Business District.** Each applicant receiving permission to establish outdoor seating area in the right-of-way ("Permittee") agrees and shall abide by the following standard terms and conditions:

1. **COVID-19 Health Requirements and Other Standard Conditions.** The Permittee shall comply and further shall cause its employees, agents, guests, invitees, and contractors to comply with all federal, state and local statutes, rules, and orders addressing public health and social distancing, including any orders issued by the Elkhart County Health Department ("Public Health") and/or the City of Goshen ("City") that might apply to outdoor seating areas in the right-of-way. This shall include requirements governing social distancing, face covering, and other requirements for restaurants from the State of Indiana. In the event of a conflict between Public Health and state guidance, Permittee shall comply with whichever is more protective of the public health as determined by the City. In addition, the Permittee shall comply and further shall cause its employees, agents, guests, invitees, and contractors to comply with these terms and conditions and any other rules or regulations established by the City that might apply to outdoor seating areas in the right-of-way, which the City may modify or supplement from time to time in order to protect and promote the public health, safety, and welfare.
2. **Expenses.** All expenses associated with Permittee's establishment and operation of outdoor seating in the right-of-way shall be borne by Permittee. The City shall not be responsible for any costs associated with the Permittee's establishment and operation of outdoor seating in the right-of-way.
3. **Establishment of Outdoor Seating Area.** In establishing outdoor seating in the right-of-way, Permittee shall not modify, alter, or demolish existing curbs, sidewalks, streets or other encroachments within or near the right-of-way or attach furniture or other fixtures using fasteners, adhesives, or other invasive means, unless specifically approved by the City as part of the City's approval of Permittee's plans. Permittee acknowledges and agrees to have the installation inspected by the Engineering Department prior to use.
4. **Maintenance of Outdoor Seating Area.** Following the Permittee's establishment and operation of outdoor seating in the right-of-way, Permittee shall maintain the area in good, clean and safe condition and repair and in accordance with applicable City rules and regulations. If the City determines that the outdoor seating area poses a hazardous condition, has caused damage to City property, or is otherwise not being properly maintained, the City may require Permittee to immediately take such action as is necessary to rectify the situation to the City's satisfaction. If Permittee fails to correct the identified hazardous condition, improper maintenance, damage, or other problem caused by the outdoor seating area, the City may do so; whereupon Permittee shall pay all costs incurred by the City, together with interest thereon from the date that the City pays or incurs such costs at a reasonable rate of interest determined by the City, within thirty (30) days after the City's written demand.
5. **City's Right to Enter upon Occupied Right-of-Way.** Permittee acknowledges that the City and its authorized agents have unlimited right to enter upon the right-of-way at any time for any purpose, including without limitation to inspect the right-of-way and permitted encroachments; provided, however, the City shall have no duty to inspect.
6. **Rights of Utility Companies.** All rights herein granted to Permittee establish and operate outdoor seating area in the right-of-way are subject and subordinate to the rights of any and all utility companies that may now or hereafter have utility lines and/or other utility installations within the right-of-way.

Permittee shall not alter, relocate, or otherwise interfere with such utility lines and installations and shall not do anything that will impair such utility companies' right to enter upon the right-of-way from time to time for all purposes associated with the operation, maintenance, repair, replacement or removal of such utility lines and installations. Permittee shall ensure that such utility companies have continued access to the subject area, 24 hours per day, 7 days per week, 52 weeks per year.

7. **Insurance.** During the period in which this revocable privilege is in effect, Permittee shall maintain a policy of General Liability insurance with respect to the right-of-way and the outdoor seating area in an amount not less than One Million Dollars per occurrence, combined single limit, naming the City as an additional insured. Permittee shall furnish to the City a certificate of Insurance evidencing such insurance prior to commencing construction of Permittee's permitted encroachments, unless otherwise authorized by the City.
8. **Waiver of Claims for Damage.** The City shall have no responsibility or liability for loss or damage to any person or property including the permitted encroachments or theft of any permitted encroachments or any items of personal property that may at any time be on the right-of-way, including without limitation damage caused by the general public, trespassers, graffiti, thrown objects, wind, hail fire, or other casualty, no matter how such damage is caused. As a material inducement to the City to grant this outdoor seating privilege, Permittee hereby waives, as against the City and its elected officials, officers, employees, agents, guests, invitees, and contractors, all claims and liability, and on behalf of Permittee's insurers, rights of subrogation, with respect to property damaged or destroyed by fire or other casualty or any other cause, no matter how caused.
9. **Indemnification.** Permittee shall indemnify, defend, and save the City, its elected officials, officers, employees, agents, and contractors harmless from and against any and all losses, damages, settlements, costs, charges professional fees, and other expenses and liabilities of every kind and character (including without limitation attorney fees) arising out of or related to any and all claims, liens, demands, obligations, actions, proceedings, or causes or action of every kind and character in connection with Permittee's establishment and operation of outdoor seating area in the right-of-way, use of the right-of-way, or violation of the provisions set forth in this outdoor seating privilege, including without limitation any of the foregoing that may arise or be claimed with respect to any death, personal injury, or loss of or damage to property on or about the right-of-way. Permittee shall assume the defense (with counsel acceptable to the City) and settlement of any and all such suits or other legal proceedings brought against the City and shall pay all judgements entered in such suits or other legal proceedings. The assumption of liability and indemnity obligations of Permittee under this outdoor seating privilege shall survive the termination of this outdoor seating privilege with respect to matters arising prior thereto.
10. **Compliance with all Applicable Laws.** Permittee shall at all times maintain compliance with all applicable federal, state and local laws, regulations, ordinances, or other rules.
11. **Adverse Impacts on Adjacent Properties.** Permittee shall undertake all reasonable efforts to avoid undue adverse impacts to adjacent properties and/or uses that may arise from the construction, operation, maintenance, modification, or removal of the permitted encroachments.
12. **Accessibility.** Permission for outdoor seating in the right-of-way shall be conditioned on maintenance of accessible conditions along the sidewalk adjacent to the outdoor at least 60-inches in width at all points adjacent to the outdoor seating area, which area shall be permitted to be narrowed due to existing sidewalk fixtures (e.g., light posts, fire hydrants, and other fixtures) but in no case shall be narrower than 48-inches for a length of more than 2-feet.
13. **City's Right to Revoke.** The City shall have the right to revoke or alter, at its sole discretion, this outdoor seating privilege, upon providing written notice to Permittee. Within 14-days, unless otherwise agreed to by the City, Permittee shall remove the permitted encroachment and restore the right-of-way to a condition that is acceptable to the City.
14. **Obligation to Remove Permitted Encroachment.** If Permittee fails to timely remove the permitted encroachment and restore the right-of-way as required under this outdoor seating privilege, the City may do so at Permittee's expense. All obligations of Permittee hereunder that have accrued but have not been fully performed as of the effective date of the termination of this outdoor seating privilege shall survive such termination until fully performed.
15. **Transfer of Permittee's Property.** This outdoor seating privilege is personal to Permittee, shall not inure to the benefit of Permittee's successors-in-interest with respect to Permittee's property, and shall not be recorded in the public records. Permittee shall provide the City thirty (30) days' prior written notice of its intent to close on the sale or transfer of Permittee's property. Upon Permittee's sale or transfer of Permittee's property, this outdoor seating privilege shall automatically terminate. Prior to the closing on any such sale or transfer, unless the City has granted, and the purchaser or transferee has accepted, an outdoor seating privilege for the permitted encroachments and restore the right-of-way to a condition that is acceptable to the City.

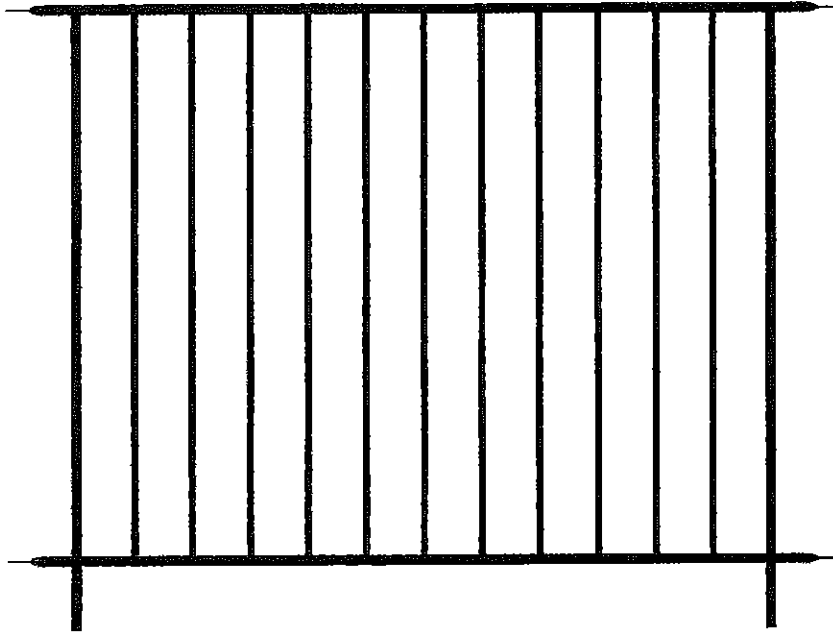
The Tipsy Biscuit  
 OUTDOOR DINING  
 Floor plan



N. 5th Street

# Enchanted Garden™ 36 x 48 Euro Sectional No-Dig Fence Panel

Model Number: 87160MN | Menards® SKU: 1713232



EVERYDAY LOW PRICE

11% REBATE\* Good Through 5/3/26

VALUE  
AFTER  
REBATE\*

\$29.99

\$3.30

\$**26**<sup>69</sup>  
each

You Save \$3.30 After Mail-In Rebate\*

47 People have purchased this in the past week.

ADD TO CART



- Sectional fence panel provides an easy to install, decorative system with a classic pet-protectant design
- 36 inches high by 48 inches wide
- Rust resistant powder-coated steel for increased outdoor durability

View More Information >

## Pick Up At Store



20 In-Stock at Goshen  
Click for Map | Aisle 1204 Section A



Delivery Available



Check Another Store for Availability



Share

## Description & Documents

The Enchanted Garden™ Euro Sectional Fence Panel is an easy to install decorative fence system that is great for containing or keeping pets and critters out. This panel is built with rust resistant galvanized steel and then powder coated for increased durability and beauty. The Euro Sectional Fence Panel will provide years of containment and style to your yard.

### Features

- Sectional fence panel provides an easy to install, decorative system with a classic pet-protectant design
- 36 inches high by 48 inches wide
- Rust resistant powder-coated steel for increased outdoor durability
- Align multiple pieces to create a long run
- Euro Collection motif
- Made from tubular steel
- Pre-galvanized material inside and outside for long lasting durability
- Requires the purchase of #171-3356 (46 inch Fence Post, Black)

Brand Name: Enchanted Garden

## Specifications

Product Type	Metal Fence Panel
Material	Steel
Special Features	Powder-coated steel for increased outdoor durability, Works with 171-3356, 46 inch black fence post
Overall Height	36 Inch
Overall Width	48 Inch
Color/Finish	Black
Shipping Dimensions	48.25 H x 36.88 W x 1.03 D
Shipping Weight	6.625 lbs
Return Policy	Regular Return ( <a href="#">view Return Policy</a> )

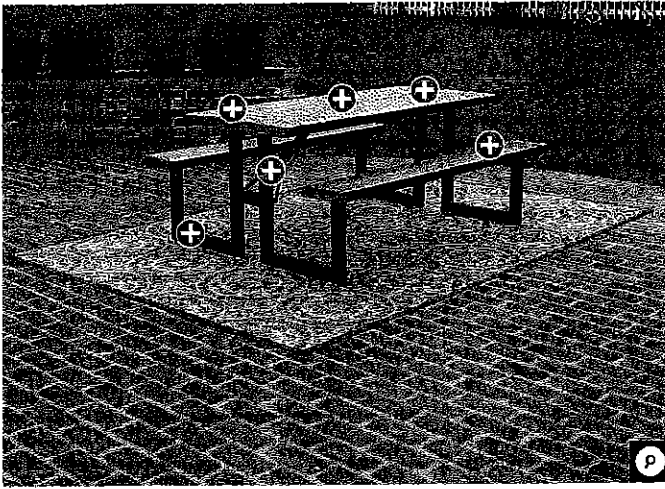
## Optional Accessories



Getting Accessories...

### Popular Links

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**\$249<sup>99</sup>**

Online Price ①

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**How To Get It**

④ 46514 **Mishawaka**  
 Out of Stock In Stock Buy in Warehouse  
 Warehouse pricing may vary



① Item out of stock for delivery at 46514.

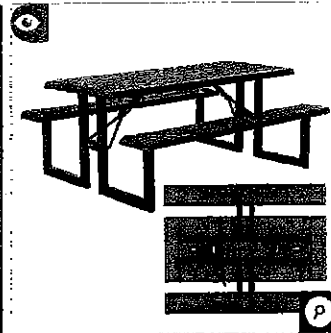
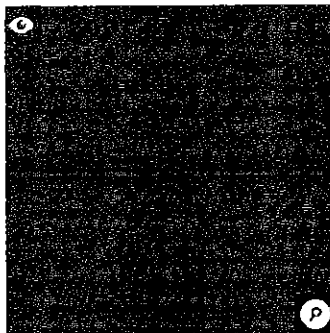
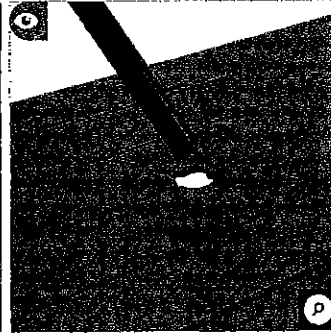
Change ZIP Code

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TERMS APPLY

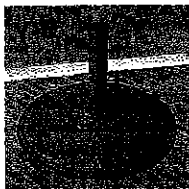
- Powder Coated Steel Frame with All-Weather Finish
- Push-Pin Mechanism for Easy Setup, Folds Flat for Storage
- Seats Eight People Comfortably
- Look and Texture of Wood, with the Durability of Resin
- Center Hole Fits Umbrella Pole up to 2 in. Diameter (Umbrella Not Included)

[View Product Details](#)

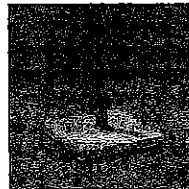


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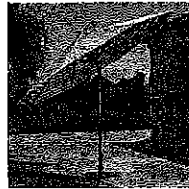
**Members Also Bought**



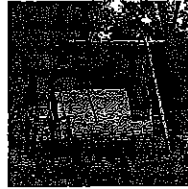
Online Only  
**Market Umbrella Base**  
 ☆☆☆☆☆ (987)



SunVilla Pembroke 59.5 lb. Granite Umbrella Base  
 ☆☆☆☆☆ (325)



SunVilla 11' Round Cabana Strip Aluminum Market Umbrella  
 ☆☆☆☆☆ (174)



Online Only Costco Direct  
**SunVilla Pine Knot Cushion Outdoor Patio Swing**  
 ☆☆☆☆☆ (10)



SunVilla 10' Auto-Tilt Market Umbrella  
 ☆☆☆☆☆ (373)



Online Only  
**Disc-O-Bundle**  
 ☆☆☆☆☆

**\$70<sup>99</sup>**

**\$729<sup>99</sup>**

\$139.99

Alter \$15 OFF

\$214.99

Buy 2+ Similar Items: Instantly save an additional \$100 - \$400. See...

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\$379.99

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Select Options

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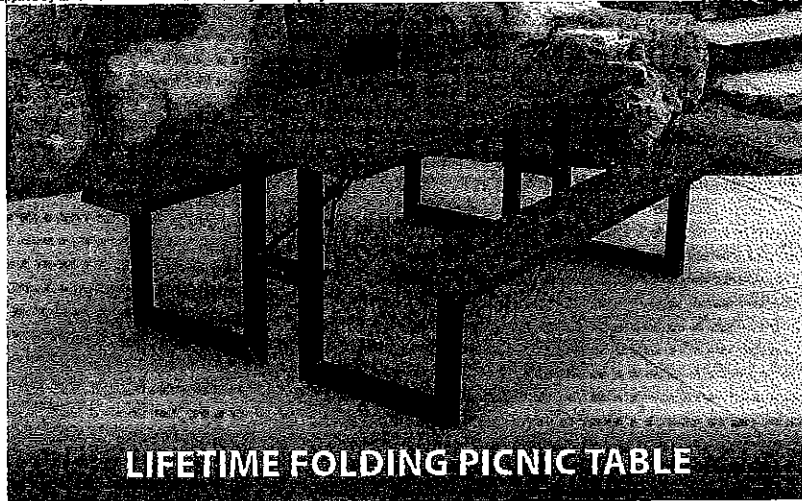
Select Options

See Details



Product Details

Product details have been supplied by the manufacturer and are hosted by a third party.



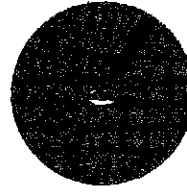
LIFETIME FOLDING PICNIC TABLE



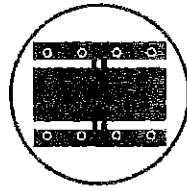
UV PROTECTED



EASY TO CLEAN



UMBRELLA HOLE AND CAP



STABLE



EASY FOLDING DESIGN



LOCKING FRAME

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- Executive Member Benefits
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- Member Privileges
- Executive Membership Terms
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- Ethics Hotline for Suppliers
- Supplier Inclusion
- Supplier Onboarding

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- Order By Item Number
- Concierge Tech Support & Warranty
- Volume Sales; Export & Domestic
- Order Status
- Preventing Fraud
- Shipping
- Rebates
- Recalls & Product Notices
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- Returns Policy
- Accessibility

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- Gasoline
- Hearing Aid Center
- Optical
- Special Events
- Costco Grocery
- Grocery by Instacart
- Product Collections

ACORD

**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)  
**04/28/2026**

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

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

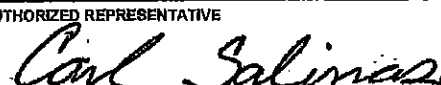
<b>PRODUCER</b> <b>Salinas Insurance- English</b> 2938 S Main St Elkhart, IN 46517 License #: 832394	<b>CONTACT NAME:</b> Carl Salinas <b>PHONE (A/C, No, Ext):</b> (574)970-0312 <b>E-MAIL ADDRESS:</b> carl@salinasagency.com	<b>FAX (A/C, No):</b> (574)970-0377
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> <b>Tpsy LLC</b> DBA: The Topsy Biscuit 103 N 5th St Goshen, IN 46528-3224	<b>INSURER A:</b> Erie Insurance Company	<b>NAIC #</b> 26263
	<b>INSURER B:</b> Erie Insurance Exchange	<b>26271</b>
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

**COVERAGES**      **CERTIFICATE NUMBER:** 00005667-260428162559      **REVISION NUMBER:** 1

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	Y		Q61-0570090	07/01/2025	07/01/2026	EACH OCCURRENCE \$ <b>1,000,000</b> DAMAGE TO RENTED PREMISES (Ea occurrence) \$ <b>1,000,000</b> MED EXP (Any one person) \$ <b>5,000</b> PERSONAL & ADV INJURY \$ <b>1,000,000</b> GENERAL AGGREGATE \$ <b>2,000,000</b> PRODUCTS - COMP/OP AGG \$ <b>2,000,000</b> COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$	Y		Q31-0174770	07/01/2025	07/01/2026	EACH OCCURRENCE \$ AGGREGATE \$ PER STATUTE <input checked="" type="checkbox"/> OTH-ER <input type="checkbox"/>
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		Q73-0040398	07/01/2025	07/01/2026	E.L. EACH ACCIDENT \$ <b>100,000</b> E.L. DISEASE - EA EMPLOYEE \$ <b>100,000</b> E.L. DISEASE - POLICY LIMIT \$ <b>500,000</b>
A	Liquor Liability	Y		Q61-0328086	10/01/2025	10/01/2026	Liquor Liability 1,000,000/2,000,000

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

<b>CERTIFICATE HOLDER</b>  City of Goshen 202 S 5th Goshen, IN 46528	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE  (CRS)
--	---

#### Description of Outdoor Seating Operations:

- The Topsy Biscuit currently operates Tuesday-Sunday, 9 am through 2 pm. Outdoor seating will be offered on those days.
  - Sometime this summer, we plan to operate a few nights a week for dinner service. Likely hours will be Wed-Fri, 4pm - 9pm.
- Full menu service and alcoholic beverages will be offered in our seating area.
- Full maintenance procedures for the outdoor seating area have will be included, to follow.

#### DAILY MAINTENANCE OF OUTDOOR SEATING AREA.

1. Wipe down picnic tables and benches.
2. Remove all condiment caddies and supplies to dining cart and move inside.
3. Sweep in and around seating area, pick up any debris or trash and dispose of.
4. Make sure right-of-way is clear for pedestrian traffic and parking access.
5. Check plants and water as needed.

Stephanie Honderich  
Giving Tree Massage  
125 E. Lincoln Ave  
Goshen, Indiana 46528

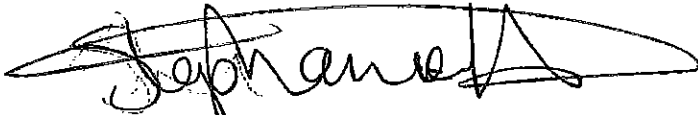
April 29, 2026

City of Goshen  
202 S. 5th Street  
Goshen, Indiana 46528

To Whom It May Concern:

I am writing to inform the City of Goshen that we support our neighbor, The Topsy Biscuit, located at 103 N. 5th Street, in creating an outdoor seating area for their restaurant along the frontage of Lincoln Avenue.

Sincerely,

A handwritten signature in black ink, appearing to read "Stephanie Honderich", written over a horizontal line.

Stephanie Honderich  
Owner



**Engineering Department  
CITY OF GOSHEN**

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

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

## MEMORANDUM

TO: Board of Public Works and Safety

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

RE: **ROAD CLOSURE – CHERRY CREEK SUBDIVISION  
(JN: 2022-2027)**

DATE: May 14, 2026

---

Niblock Excavating, Inc. has requested the attached road closure, on Regent Street from Weymouth Blvd. to Waterford Mills Parkway, as shown on the attached plan sheet. The road closure would begin on Monday, June 1<sup>st</sup>, 2026 and conclude on or before Tuesday, June 30<sup>th</sup>, 2026, weather permitting.

*Suggested Motion:* Move to accept the proposed road closure of Regent Street, from June 1<sup>st</sup> to June 30<sup>th</sup>, 2026 to accommodate road construction operations for the Cherry Creek subdivision.

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

---

Gina Liechty, Mayor

---

Mike Landis, Member

---

Mary Nichols, Member

---

Barb Swartley, Member

---

Orv Myers, Member

**Niblock Excavating, Inc.**  
**P.O. Box 211**  
**Bristol, Indiana 46507**  
**(574) 848-4437**

May 7, 2026

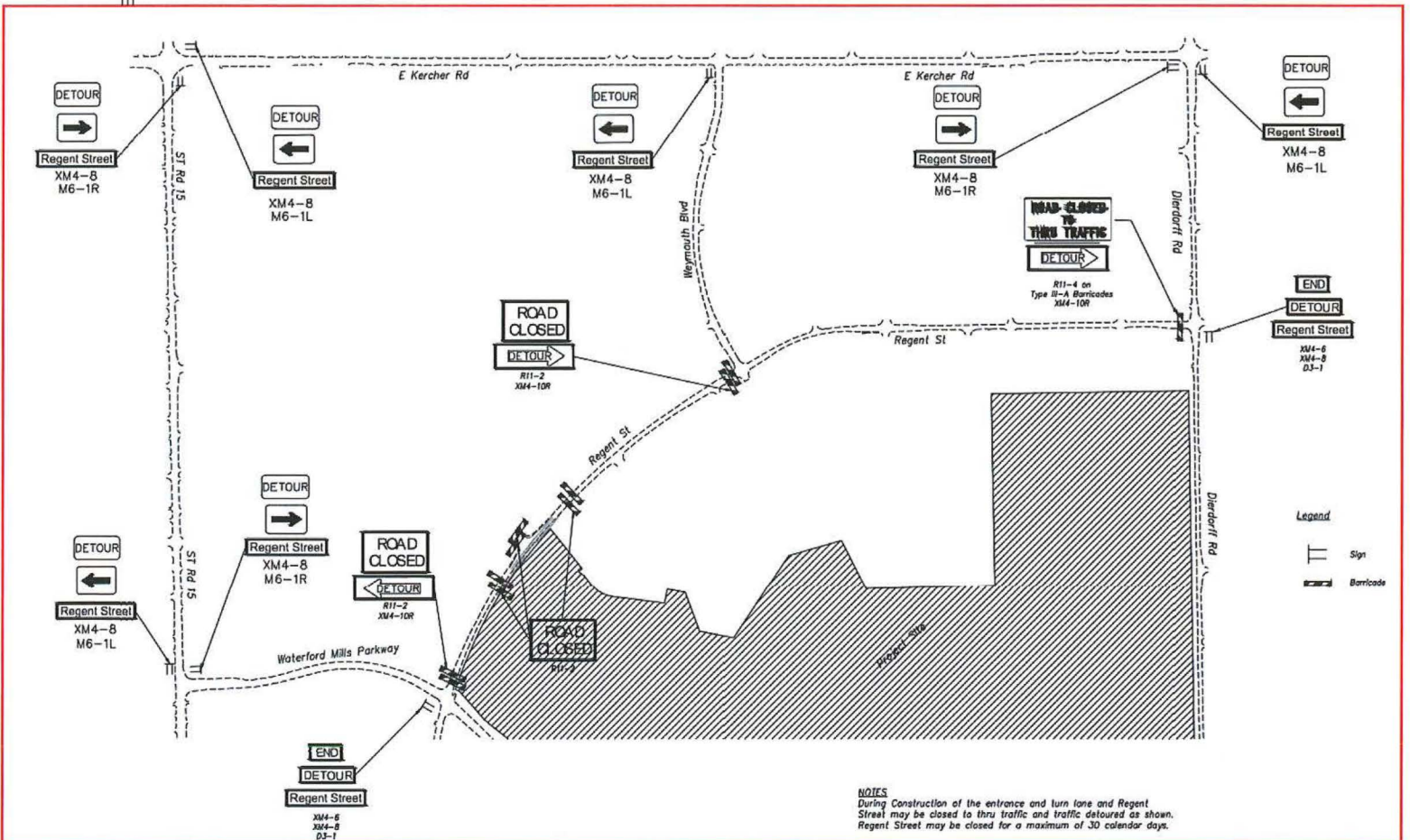
To Whom it may concern:

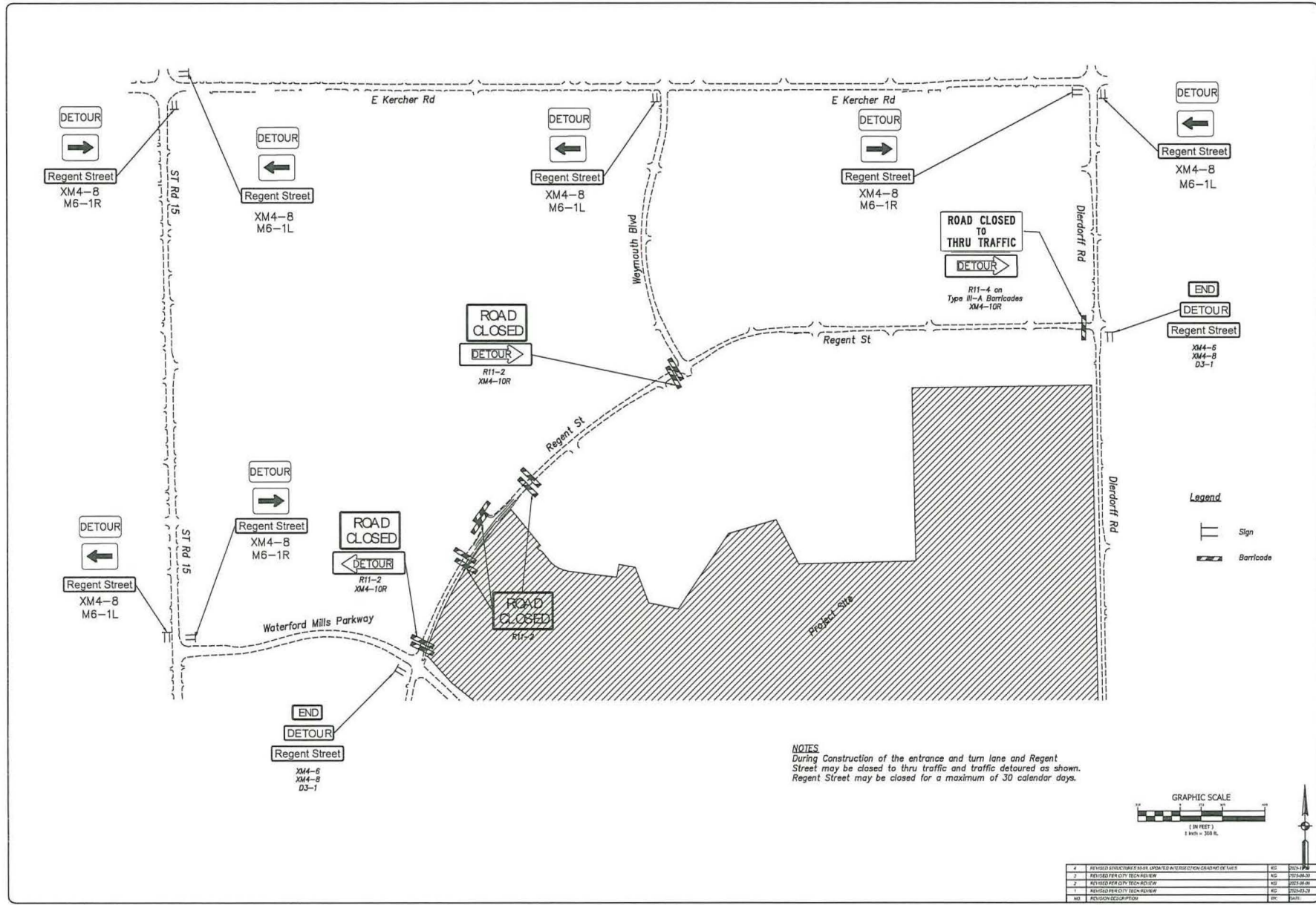
Niblock Excavating, Inc would like to close Regent Street between Waterford Mills Parkway and Weymouth Blvd starting on Monday June 1, 2026 and re-open by June 30<sup>th</sup>. This closure and detour will be set up in compliance with print 76 of the approved plans.

Please let me know if you have any additional questions or concerns.

Respectfully,

Adam Clark  
 Niblock Excavating, Inc





**ABONMARCHÉ**  
 300 West Park Drive, 3rd Fl.  
 Indianapolis, IN 46204  
 Phone: 317.333.1111  
 Fax: 317.333.1111  
 abonmarche.com  
 Engineering, Architecture, Surveying

**CHERRY CREEK  
 PHASE ONE - SECTION ONE  
 CONSTRUCTION PLANS**  
 WATERFORD MILLS PARKWAY AND REGENT STREET  
 GOSHEN, IN 46526

**MAINTENANCE OF TRAFFIC  
 REGENT STREET**

DRAWN BY: MS  
 DESIGNED BY: ES  
 PM REVIEW: BSM  
 QC/QC REVIEW: BSM  
 DATE: 03-16-2025  
 SEAL:



SIGNATURE: (Signature)  
 DATE: 06-30-2025  
 SCALE: 1" = 300'

PROJECT # 22-1784  
 SHEET NO. 76 of 88



**Engineering Department  
CITY OF GOSHEN**

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

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

## MEMORANDUM

TO: Goshen Board of Public Works & Safety

FROM: Goshen Engineering

RE: **NOTIFICATION OF NORFOLK SOUTHERN TRACK CLOSURES  
(JN: GENERAL, RAILROAD, 2026)**

DATE: May 14, 2026

---

The Engineering Department received confirmation of railroad crossings to be closed, along with a schedule update from Norfolk Southern:

Crews will work on the following crossings, starting as early as Monday, May 18, 2026. Each crossing is expected to be closed to traffic over three to four days. Engineering staff have been in communication with the railroad's safety contractor and Norfolk Southern. Norfolk Southern has assured the City that they will make every effort to limit concurrent railroad closures to three crossings, and ideally no more than two.

<b>Railroad Crossing Closures Expected – Mainline Tracks</b>
Greene Road
Beaver Lane
1 <sup>st</sup> Street
Cottage Avenue
East Monroe Street



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 Aguirre  
SUBJECT: Renewal of consulting agreement with Jeffrey L. Weaver  
DATE: May 14, 2026

---

Attached for the Board's approval and execution is an agreement with former Deputy Clerk-Treasurer Jeffery L. Weaver to continue providing consulting services for the Clerk-Treasurer's Office. This would replace the agreement approved by the Board on Aug. 28, 2025.

In exchange for the compensation paid, Weaver will render the following services:

- A. Consultation with the Clerk-Treasurer's Office regarding bank reconciliations and related discrepancy resolutions and exception management.
- B. Consultation with the Payroll and Utilities Billing Office to resolve interfund transfers and benefits billings.
- C. Consultation with the Clerk-Treasurer's Office and Redevelopment Office to define bond fund processes and structures.

Weaver will be paid at the rate of \$125 per hour for services rendered to the City.

It is understood by the parties that Weaver will work at mutually agreeable hours from May 14, 2026 to Aug. 31, 2026. This agreement may be renewed for an additional three-month period under the same terms and conditions upon written notice of the intent to extend the contractual relationship delivered by City thirty (30) days before the termination of this agreement.

**Requested motion:**

**Approve and execute the Agreement with Jeffery L. Weaver for the continued provision of Consulting Services under the terms and conditions specified .**

**AGREEMENT**  
**With Jeffery L. Weaver**  
**For Provision of Consulting Services**

THIS AGREEMENT is made and entered into on May 14, 2026, (Redevelopment May 12, 2026) between the City of Goshen, hereinafter referred to as "City," and Jeffery L. Weaver, hereinafter referred to as "Weaver."

**Section 1. EMPLOYMENT**

City of Goshen agrees to engage Weaver to perform certain services, and Weaver agrees to perform such services, upon the terms and conditions of this agreement.

**Section 2. TERM**

The term of this agreement shall begin on May 14, 2026, and shall terminate on August 31, 2026. The agreement may be renewed for an additional three-month period under the same terms and conditions upon written notice of the intent to extend the contractual relationship delivered by City thirty (30) days before the termination of this agreement.

**Section 3. COMPENSATION**

Weaver will be paid at the rate of One Hundred Twenty-Five (\$125.00) per hour for all services rendered under this Agreement.

**Section 4. DUTIES**

In exchange for the compensation paid to Weaver, he will render the following services:

- A. Consultation with the Clerk-Treasurer's Office regarding bank reconciliations and related discrepancy resolutions and exception management.
- B. Consultation with the Payroll and Utilities Billing Office to resolve interfund transfers and benefits billings.
- C. Consultation with the Clerk-Treasurer's Office and Redevelopment Office to define bond fund processes and structures.

In carrying out his duties and providing services, Weaver is explicitly forbidden from discussing with any agent of the City matters related to, or that might relate to, programs funded by the Department of Housing and Urban Development. This does not preclude Weaver, in his role with LaCasa of Goshen, Inc., from discussing with any agent of the City matters related to projects involving LaCasa of Goshen, Inc.

**Section 5. COMMUNICATIONS**

During the term of this Agreement, Weaver will retain access to the ERP (Incode 10) and his City of Goshen email account to complete essential work and communicate with City of Goshen employees.

**Section 6. INDEPENDENT CONTRACTOR RESPONSIBILITIES & LIMITATIONS**

Weaver shall be deemed an independent contractor operating as a separate entity from the City of Goshen. City understands that Weaver shall be an employee of LaCasa of Goshen, Inc. during the term of this Agreement. Weaver shall not have set hours to perform his services and City shall not direct the manner in which Weaver performs his duties. City shall not be responsible for injury, including death, to any persons or damage to any property arising out of the acts or omissions of Weaver. Weaver agrees to comply 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. Weaver understands that City will not carry worker's compensation or any other insurance on Weaver.

**Section 7. NOTICES**

Any notice required or desired to be given under this agreement shall be deemed sufficient if it is made in writing and sent by regular United States mail to City at City of Goshen, 202 South Fifth Street, Goshen, Indiana 46528, and to Weaver at 24409 County Road 32, Goshen, Indiana 46526, or such other place as the parties may designate from time to time in writing.

**Section 8. WAIVER OF BREACH**

No waiver of a breach under this agreement shall operate to be considered a waiver of any subsequent breach. No waiver shall be valid unless it is in writing.

**Section 9. ASSIGNMENT**

Neither party can assign or delegate its duties or obligations under this agreement without the written consent of the other party.

**Section 10. MODIFICATIONS**

The terms of this agreement may not be altered except in writing signed by the party against whom the enforcement of the waiver, modification or extension is sought.

**Section 11. STATE LAW PROVISIONS**

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

- B. Anti-Nepotism - Contractor is aware of the provisions under Indiana Code § 36-1-21 with respect to anti-nepotism in contractual relationships with governmental entities and shall comply with such statute.
- C. Investment Activity - Pursuant to Indiana Code § 5-22-16.5, Contractor certifies that Contractor is not engaged in investment activities in Iran.
- D. E-Verify Program - Pursuant to Indiana Code § 22-5-1.7-11, Contractor agrees to and shall enroll in and verify the work eligibility status of all newly hired employees of Contractor after the date of the Agreement through the E-Verify Program as defined in Indiana Code § 22-5-1.7-3; provided, however, Contractor is not required to verify the work eligibility status of all newly hired employees after the date of the Agreement through the E-Verify Program if the E-Verify Program no longer exists. Contractor further represents and certifies subject to the pains and penalties of perjury that it does not knowingly employ an unauthorized alien.
- E. General Requirements - Contractor further agrees to comply with the applicable requirements of Indiana state law with respect to contracting with local governmental entities.

**Section 12. NO WAIVER OF GOVERNMENTAL IMMUNITY**

Nothing in the Agreement waives or is intended to waive any protections that may be applicable to City or any of its elected or appointed officials, employees, agents, or representatives under any applicable statutes, rules, or regulations providing governmental immunity, or any other rights, protections, immunities, defenses, or limitations on liability that City or such related parties are provided by law.

**Section 13. TERMINATION OF AGREEMENT**

The City may terminate the contract if Weaver fails to cure a breach of this agreement no later than thirty (30) days after being notified by the City of a breach of the agreement.

**IN WITNESS THEREOF, the parties have set their hands to this agreement as set forth below:**

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

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

Date: \_\_\_\_\_

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

\_\_\_\_\_  
**Jeffery L. Weaver**

Date: \_\_\_\_\_

\_\_\_\_\_  
**Michael A. Landis, Member**

\_\_\_\_\_  
**Orv Myers, Member**

\_\_\_\_\_  
**Mary Nichols, Member**

\_\_\_\_\_  
**Barb Swartley, Member**

**Date: May 14, 2026**