



City of Goshen Board of Public Works & Safety

Regular Meeting Agenda

4:00 p.m., JUNE 25, 2026

Goshen Police 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: June 18, 2026 Regular Meeting

Approval of Agenda

- 1) Fire Department request:** Accept the hiring of **Kael J. Hooley** as a Probationary Firefighter, retroactive to June 10, 2026, and **Benjamin L. Snider** as a Probationary Firefighter, effective June 25, 2026
- 2) Legal Department request:** Approve the terms and conditions and ratify the execution of the Conditional Offer of Employment Agreement with **Benjamin Logan Snider**
- 3) Black Squirrel Golf Club request:** Authorize a fireworks show and approve the provision of related City services on July 4, 2026, with a rain date of July 5, 2026
- 4) Float Fest request:** Approve the partial closure of Canal Street for the Float Festival on June 28, 2025
- 5) Lacasa request:** Approve the temporary closure of the alley located east of the Shoots Building from June 26 thru July 2, 2026 so a lift can complete exterior window work
- 6) J&N Stone, Inc. request:** Approve closure of parking spaces on East Clinton Street, July 13-July 24, 2026 to accommodate a lift that will be used to help tuck point the Spohn Building
- 7) Legal Department request:** Approve and authorize Mayor Leichty to execute an agreement with Rain Guard for the installation of gutters on the Goshen Rieth Interpretive Center Building
- 8) Legal Department request:** Approve and authorize Mayor Leichty to execute an agreement with JPR for the Inspection of Reconstruction of Maple City Industrial Park Streets and Century Drive
- 9) Legal Department request:** Approve and ratify Deputy Mayor Brinson's execution of an agreement with Aquatic Weed Control for Poison Hemlock Treatment on Goshen Environmental Center Grounds



10) Water & Sewer Office request: Move \$1,873.08 in uncollected finaled accounts from active to collection, sewer liens and write-offs for the period through March 30, 2026

11) Stormwater Management Department request: Accept the amended post-construction stormwater management plan for Brinkley RV Service Center as it has been found to meet the requirements of City Ordinance 5228

12) Stormwater Management Department request: Accept the post-construction stormwater management plan for the Oaklawn Lacasa Apartment Hosing project as it has been found to meet the requirements of City Ordinance 5228

13) Engineering Department request: Approve Change Order No. 1 for the Clinton Water Tower Painting project for repairs in the amount of \$4,550

14) Engineering Department request: Approve the closure of the sidewalk and four parking spaces on the south side of the Venturi, 119 East Lincoln Ave., for a vault closure

15) Engineering Department request: Approve the drainage plan for The ROW on the Millrace, located west of River Race Drive between Purl Street to the south and Second Street to the north

16) Planning & Zoning Department request: Accept the subdivision plat for The Row on the Millrace with dedications and easements

Privilege of the Floor

Approval of Civil City and Utility Claims

Adjournment



**CITY OF GOSHEN BOARD OF PUBLIC WORKS & SAFETY
MINUTES OF THE JUNE 18, 2026 MEETING**

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

Present: Deputy Mayor Mark Brinson, Mary Nichols, Orv Myers, and Barb Swartley

Absent: Mike Landis

CALL TO ORDER: Deputy Mayor Brinson called the meeting to order at 4:02 p.m. The Deputy Mayor announced that pursuant to **Executive Order 2026-02** by Mayor Leichty, who was unavailable, he was authorized to act as a Board member for the Mayor. The order was made part of the record of the meeting (**EXHIBIT #1**).

REVIEW/APPROVE MINUTES: Deputy Mayor Brinson presented the minutes of the June 11, 2026 Regular Meeting as prepared by the Clerk-Treasurer. **Board member Orv Myers made a motion to approve the minutes as presented. Board member Mary Nichols seconded the motion. The motion passed 4-0.**

REVIEW/APPROVE AGENDA: Deputy Mayor Brinson presented the agenda as prepared by the Clerk-Treasurer. **Board member Myers made a motion to approve the agenda as presented. Board member Nichols seconded the motion. The motion passed 4-0.**

1) Andrew and Ashley Landis request: Approve construction of a fence at 1111 South 12th Street, at the northwest corner of 12th Street and Adams Street

Deputy Mayor Brinson called for a presentation on the first order of business – a request by **Andrew and Ashley Landis** for a fence at 1111 South 12th Street, at the northwest corner of 12th Street and Adams Street.

BACKGROUND:

This request was initially considered by the Board at its meeting on June 11, 2026.

Tony Yoder of T. Yoder Construction LLC of Goshen asked the Board to approve a treated shadow-style yard fence for Andrew and Ashley Landis at 1111 S 12th Street, on the northwest corner of 12th Street and Adams Street. In a written request, Yoder indicated the homeowners wanted to add a 6-foot-high fence starting at the neighbor's existing fence and going south along the alley on the owner's side of the existing hedge row, then turn east and add a 4 foot high Shadow style fence along Adams Street, still on the owner's side of the existing hedge row, turn and go north along the drive to the garage, with a gate in this line. The fence would extend outside of the south property line by 6 feet or so along Adams Street.

After Yoder's presentation, **City Director of Public Works & Utilities Dustin Sailor** said the Engineering Department had concerns about the fence and recommended that the Board delay consideration of the request. In a memorandum, dated June 11, 2026, that was distributed to Board members before the meeting, Sailor wrote that the fence would be located within 10 feet of the City's Adams Street right-of-way and near a public water main. Sailor wrote the Engineering Department "generally does not support private encroachments within the public right-of-way." He recommended tabling the matter until there could be a determination of whether there were additional buried utilities that would be affected by the proposed encroachment.

Mayor Leichty then made a motion to table the matter until the Board's meeting on June 18, 2026. Board member Landis seconded the motion. The motion passed 5-0.

DISCUSSION AND DECISION JUNE 18, 2026 ON THE FENCE REQUEST BY ANDREW AND ASHLEY LANDIS:

After the Deputy Mayor called for discussion on the matter, Tony Yoder of T. Yoder Construction LLC of Goshen, said **Andrew and Ashley Landis** had modified their fence request.



Yoder said changes were made the request he made on June 11. As reflected on an aerial photo illustration distributed to the Board before the meeting (**EXHIBIT #2**), Yoder requested approval of a 15-foot setback from South 12th Street for the fence which would still encroach on the right-of-way from the property line.

Yoder said it would be a 4-foot-high fence on the Adams Street side, the driveway, and on the alley back to where the 25-foot setback is from the property line. He said it then we would do a 6-foot fence back to the neighbor's fence in the back. He said Andrew and Ashley Landis have a 2-year or 3-year-old son and want a fence to keep him and a small dog safe and contained.

City Assistant Planning & Zoning Administrator Rossa Deegan said the fence request originally was filed with the Planning and Zoning Department. He said it was now before the Board because it must approve any proposed encroachments in the right of way. He said Planning and Zoning would approve the fence if it was on the property.

Deegan said, "I certainly understand the desire to have a fence, a little larger than what that the property allows, because it is a small property. It's a corner, so a lot of the yard there taken up just by right-of-way."

Deegan that while there is no sidewalk beside the house right, the City's Comprehensive Plan would propose to have "connectivity throughout these streets and throughout the community and so this is an area where there may be sidewalks in the future." He said the Planning Department also would want the City's right-of-way to remain free of structures to retain an "open visual field where our structures can come up to the right-of-way, not inside."

Deputy Mayor Brinson asked **Deegan** to talk about the potential for sidewalks in the future as well as possible setbacks from the street and the impact on trees. **Deegan** said if there is a tree in the right of way, the Planning Department doesn't have any authority over the right-of-way, "so it's helpful to have lawn with 10 to 12 feet for a tree line as well if it's not available in the yard. So, it's nice to have some space between the property and the side of the property."

City Civil Engineer Brad Minnick said the proposal before the Board today had been modified and there was a five-foot reduction of the encroachment in the right of way. Still, he said there would be a 10- or 12-foot encroachment in the right of way.

Before the meeting, **Minnick** presented Board members with a three-page memorandum, dated June 18, 2026, that outlined the City Engineering Department's analysis of the proposed fence. It consisted largely of aerial photos with brief descriptions of site features and he referenced the memo during his comments (**EXHIBIT #3**).

Minnick said new utility locates determined that there no other utilities in the easement besides a public water main located on the northside of Adams Street, 15 feet from the centerline of the road which would be outside the fence location.

Minnick echoed **Deegan's** comments that the proposed location of the fence would interfere with a future sidewalk. He also said that while the proposed new fence location would be outside the location to the water main, it would be close to the water main and a water meter. And he said it could interfere with future installations.

Minnick said that the City Engineering Department "generally does not support private encroachments within the right-of-way and it did not support the installation of the fence as proposed.

Deputy Mayor Brinson asked if the proposed fence would affect the visual clearance and sight lines at the alley and the street intersection. **Minnick** said, "With the 4-foot height fence in the front of the residence, that's less of a concern, but coming out of the alley, you're faced with a 6-foot height fence, which would certainly obstruct your view, as you approach Adams Street."

In response to a question from **Board member Swartley**, **Yoder** and **Minnick** discussed the locates that were conducted at the property.

Board member Myers asked if **Andrew and Ashley Landis** had any options for building a fence.

Yoder said, "They're very willing to work with the City. If we need to stay at the property line, if we can go that far, that would be satisfactory with them. I was just trying to give them the extra 10 feet, not between the edge row and the fence."



Deputy Mayor Brinson said, "So, just to make sure I understand this, if we put the fence at the property line ... we would need to allow that to happen, because normally it's sent back, or no process should be all set back. So, they can just go right at that now, put it at the fence at the property line."

Deegan said, "The Planning Office can approve the fence all the way up to the right of way." He said a 4-foot fence could be approved by Planning. **Yoder said**, "They'll do the 4-foot-high fence like along the alley, then it would be 4 foot back to where the front of the garage is at and then we would go to a 6-foot fence. So, it's only going to be 20 feet of 6-foot fence. And then it would be 4 foot all the way around the rest of the yard."

Deputy Mayor Brinson asked Minnick if he had additional comments.

Minnick responded, "I would just say that that installation along the property line would mitigate sight line concerns, because it would be pushed back, and you would have a clean sight line to exit the alley."

Board member Myers said, "So they could put the fence up if they put it on the property line. It's not going to impede anything as far as the water lines and right-of-way issues." **Minnick responded**, "Correct."

Board member Myers continued, "And the people are going to be happy with doing that also?" **Yoder replied**, "Yes or maybe they would be satisfied."

Barring further questions or comments, **Deputy Mayor Brinson asked if there was a motion from the Board.**

After brief discussion about the appropriate action, Board member Myers made a motion to deny the request for the fence as proposed at this time. Board member Nichols seconded the motion. The motion passed 4-0.

Deputy Mayor Brinson said, "To deny, which means you can go ahead and get your permit for a fence on the property." **Yoder responded**, "Thank you very much."

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

Deputy Mayor Brinson opened Privilege of the Floor at 4:18 p.m. There were no comments.

APPROVAL OF CIVIL CITY AND UTILITY CLAIMS

Deputy Mayor Brinson then made a motion to approve Civil City and Utility claims and adjourn the meeting. Board member Myers seconded the motion. The motion passed 4-0.

ADJOURNMENT

Deputy Mayor Brinson adjourned the meeting at 4:18 p.m.

EXHIBIT #1: *Executive Order 2026-02, which was signed and issued by Mayor Gina Leichty, and stated that the Mayor was unavailable on June 18, 2026 and she authorized Deputy Mayor Mark Brinson to serve as acting executive during her absence, including serving as a member of the Board of Public Works and Safety.*

EXHIBIT #2: *A revised proposal by Andrew and Ashley Landis for a fence at 111 South 12 Street. Tony Yoder of T Yoder Construction LLC of Goshen, presented the modification to the Board. The modification was an aerial photo illustration showing the property with a description of the revised fence layout and dimensions.*

EXHIBIT #3: *A three-page memorandum by City Civil Engineer Brad Minnick, dated June 18, 2026, that outlined the City Engineering Department's analysis of the proposal by Andrew and Ashley Landis for a fence at 111 South 12 Street. It consisted largely of aerial photos with brief descriptions of site features.*



APPROVED:

Mayor Gina Leichty

Mike Landis, Member

Orv Myers, Member

Mary Nichols, Member

Barb Swartley, Member

ATTEST:

Richard R. Aguirre, Clerk-Treasurer



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

June 17, 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:

- Kael J. Hooley
- Benjamin L. Snider

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 Kael J. Hooley's official hiring be approved with a **retroactive date of June 10, 2026**.

I respectfully request that Benjamin L. Snider's official hiring be approved with an **effective date of June 25, 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 Kael J. Hooley as Probationary Firefighters, retroactive to June 10, 2026, and Benjamin L. Snider as a Probationary Firefighter, effective June 25, 2026.

Sincerely,
Anthony Powell
Fire Chief
Goshen Fire Department



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

June 25, 2026

To: Goshen Board of Public Works and Safety

From: Shannon Marks, Legal Compliance Administrator

Subject: Goshen Fire Department Conditional Offer of Employment Agreement with Benjamin Logan Snider

A conditional offer of employment was extended on behalf of the Board of Public Works and Safety to Benjamin Logan Snider for employment with the Goshen Fire Department, and a Conditional Offer of Employment Agreement was entered into on March 25, 2026. It is recommended that the Board approve the terms and conditions and ratify the execution of the Conditional Offer of Employment Agreement.

Suggested Motion - Move to approve the terms and conditions and ratify the execution of the Conditional Offer of Employment Agreement with Benjamin Logan Snider dated March 25, 2026.

**GOSHEN FIRE DEPARTMENT
CONDITIONAL OFFER OF EMPLOYMENT AGREEMENT**

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

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

CONDITIONAL OFFER OF AND PREREQUISITES TO BEGINNING EMPLOYMENT

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

- (1) City may not currently have a personnel vacancy in the Goshen Fire Department rank and file. Snider understands that a personnel vacancy in the rank and file of the Goshen Fire Department may not currently exist. Although the Goshen Fire Department is initiating the baseline statewide physical examination and baseline statewide mental examination, Snider understands that actual employment with the City of Goshen and Goshen Fire Department will not occur until such time that a personnel vacancy is available and/or positions are being added to increase the number of firefighters.
- (2) In accordance with Indiana Code § 36-8-3-21(b), Snider understands that Snider must meet the conditions for membership in the Indiana Public Retirement System's (INPRS) 1977 Police Officers' and Firefighters' Pension and Disability Fund (1977 Fund) to be a firefighter with the Goshen Fire Department. Snider agrees to complete the INPRS Application for Membership in the 1977 Fund (State Form 4928). All terms, conditions, and understandings set forth in the Application for Membership in the 1977 Fund are incorporated into this agreement by reference. Snider understands that the application requires Snider to authorize the release of medical information, the completion of a comprehensive general medical history, and the completion of the baseline statewide physical examination and baseline statewide mental examination.
- (3) City agrees to pay the cost for Snider to complete the baseline statewide physical examination and baseline statewide mental examination as required by Indiana Code §§ 36-8-8-7(a) and 36-8-8-19. In the event that Snider has certain preexisting condition(s) that would constitute an excludable medical condition (Class 3 medical condition), any reports or additional testing that may be required concerning the preexisting condition(s) shall be at Snider's expense. If additional reports and/or testing are required, Snider may elect to terminate this agreement by providing City notice in writing.
- (4) Snider understands that Snider must successfully pass the baseline statewide physical examination and baseline statewide mental examination. In the event that Snider does not pass the physical and mental examinations, City withdraws this offer of employment, and Snider shall accept City's withdrawal and this agreement shall be terminated.
- (5) Snider understands that the INPRS Board of Trustees must approve Snider's Application for Membership to the 1977 Fund. If the INPRS Board of Trustees approves the Application for Membership to the 1977 Fund, the Goshen Fire Department will request the Goshen Board of Public Works and Safety to ratify the execution of this agreement and approve the hiring of Snider in a public meeting when a position opening becomes available in the Goshen Fire Department. In the event that the INPRS Board of Trustees does not approve the Application for Membership in the 1977 Fund, and Snider does not appeal the decision, City

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

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

AGREE TO OBTAIN INDIANA FIREFIGHTER I/II CERTIFICATION

- (1) As a condition of employment with City and the Goshen Fire Department, Snider is required to successfully complete a Firefighter I/II training program, pass the certification test, and obtain Indiana Firefighter I/II certification within eleven (11) months of Snider's first day of employment with the Goshen Fire Department. If Snider is unable to successfully complete the Firefighter I/II training program, pass the certification test, and obtain Indiana Firefighter I/II certification within eleven (11) months of Snider's first day of employment with the Goshen Fire Department due to program scheduling difficulties, then Snider will be given eleven (11) months from the first day of the Firefighter I/II training program to successfully complete the Firefighter I/II training program, pass the certification test and obtain Indiana Firefighter I/II certification.
- (2) Snider agrees to enroll in a Firefighter I/II training program upon commencing employment and/or when instructed to do so by the Fire Chief, attend and successfully complete the training program, pass the certification test, and obtain Indiana Firefighter I/II certification. If Snider is currently enrolled in and attending a Firefighter I/II training program prior to commencing employment, Snider agrees to continue to attend and successfully complete the Firefighter I/II training program, pass the certification test, and obtain Indiana Firefighter I/II certification.
- (3) Starting on Snider's first day of employment, City will pay the cost of the Firefighter I/II training program. If Snider is currently enrolled in and attending a Firefighting I/II training program prior to commencing employment, City will pay a prorated cost of the training program based on the portion of the training program remaining after Snider's first day of employment with the Goshen Fire Department. While employed with the Goshen Fire Department, City will pay Snider for the time to attend the training program. Snider shall have one (1) opportunity to successfully complete the Firefighter I/II training program, pass the certification test, and obtain Indiana Firefighter I/II certification. City will pay the cost for the Firefighter I/II training program, or prorated portion thereof, and for Snider's time to attend the Firefighter I/II training program one (1) time.
- (4) If Snider refuses to attend the Firefighter I/II training program, fails to successfully complete the Firefighter I/II training program, or fails to pass the certification test and obtain Indiana Firefighter I/II certification as required under paragraphs (1) and (2), Snider's employment with City and the Goshen Fire Department will be terminated for cause.

AGREE TO OBTAIN INDIANA PARAMEDIC LICENSE AND SERVE AS A PARAMEDIC

- (1) As a condition of employment with City and the Goshen Fire Department, Snider is required to successfully complete a paramedic training program, pass the license test, obtain an Indiana paramedic license, and serve as an active paramedic with the Goshen Fire Department a minimum of three (3) years.
- (2) Snider agrees to enroll in a paramedic training program when instructed to do so by the Fire Chief, attend and successfully complete the training program, pass the license test, and obtain an Indiana paramedic license. If Snider is currently enrolled in and attending a paramedic training program prior to commencing employment, Snider agrees to continue to attend and successfully complete the training program, pass the license test, and obtain an Indiana paramedic license.

- (3) Starting on Snider's first day of employment, City will pay the cost of the paramedic training program. If Snider is currently enrolled in and attending a paramedic training program prior to commencing employment, City will pay a prorated cost of the training program based on the portion of the training program remaining after Snider's first day of employment with the Goshen Fire Department. While employed with the Goshen Fire Department, City will pay Snider for the time to attend class and required clinical sessions. Snider shall schedule all classes and clinical sessions when Snider is scheduled to work to the extent possible. City will pay the cost for the paramedic training program, or prorated portion thereof, and for Snider's time to attend the paramedic training classes and clinical sessions one (1) time. City will not pay for a refresher course or for Snider's time to attend a refresher course unless City does not pay for any of the paramedic training program cost or Snider's time to attend the paramedic training program.
- (4) Snider shall have twenty-four (24) months from the first day of the paramedic class to successfully complete the paramedic training program. Snider agrees to obtain an Indiana paramedic license within one (1) year after completion of the paramedic training program.
- (5) If Snider refuses to attend the paramedic training program, fails to successfully complete the paramedic training program within twenty-four (24) months from the first day of the paramedic class, or fails to obtain an Indiana paramedic license within one (1) year after completion of the paramedic training program, Snider's employment with City and the Goshen Fire Department will be terminated for cause.
- (6) Except as provided by paragraph (10), if Snider leaves employment with City and the Goshen Fire Department before obtaining an Indiana paramedic license, including termination, Snider agrees to repay City the City's actual cost for Snider to attend the paramedic training program, including the cost of the training program and the time City paid another employee to cover Snider's shift due to Snider's attendance of the paramedic training classes and clinical sessions. In no event shall the reimbursement amount exceed the sum of Fifteen Thousand Dollars (\$15,000).
- (7) Upon receiving an Indiana paramedic license, Snider agrees to serve City and the Goshen Fire Department as an active paramedic in accordance with the requirements set forth in the contract between the City of Goshen and the Goshen Firefighters Association, Local No. 1443, as amended from time to time. Snider agrees to maintain Snider's paramedic license as long as Snider is required to serve City and the Goshen Fire Department as a paramedic.
- (8) Snider agrees to serve City and the Goshen Fire Department as an active paramedic for a minimum of three (3) full years. Except as provided by paragraph (10), if Snider fails to serve City and the Goshen Fire Department as an active paramedic for three (3) full years, including termination, Snider agrees to repay City a prorated portion of Fifteen Thousand Dollars (\$15,000) or City's actual cost for Snider to attend the paramedic training program, whichever is less. The reimbursement amount will be credited at the rate of Five Thousand Dollars (\$5,000) or one-third (1/3) of City's actual cost, whichever is less, for each full year Snider serves City and the Goshen Fire Department as an active paramedic. (Credit will not be given for partial years of service.) If City's actual cost for the paramedic training is less than Fifteen Thousand Dollars (\$15,000), then City and Snider agree to establish in writing City's actual cost for Snider to complete the paramedic training program, including the cost of the training program and the time City paid another employee to cover Snider's shift due to Snider's attendance of the paramedic training classes and clinical sessions.
- (9) Snider's repayment to City is due (30) days after withdrawing from service as an active paramedic or within thirty (30) days of Snider's last day of employment with City and the Goshen Fire Department. Interest will accrue on the unpaid balance of the repayment at the rate of eight percent (8%) per annum beginning thirty (30) days after withdrawing from service as an active paramedic or within thirty (30) days of Snider's last day of employment with City and the Goshen Fire Department.
- (10) No repayment will be due City if Snider fails to obtain an Indiana paramedic license and/or fails to serve as an active paramedic for three (3) full years because of disability or illness which make it impractical for

Snider to obtain an Indiana paramedic license and/or to continue to serve as a paramedic in the foreseeable future, or due to death.

AMENDMENT

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

SEVERABILITY

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

INDIANA LAW

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

BINDING EFFECT

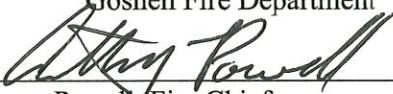
This agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors and assigns.

ENTIRE AGREEMENT

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

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

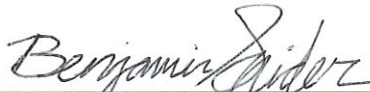
City of Goshen, Indiana
Goshen Fire Department



Anthony Powell, Fire Chief

or
Phil Schrock, Assistant Fire Chief

Date: 3/25/26



Benjamin Logan Snider

Benjamin Logan Snider

Date: 3/25/26

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

Gina M. Leichty, Mayor

Date: _____



BLACK SQUIRREL

G O L F C L U B

6/20/26

1017 Larimer Drive
Goshen, 46526
574-533-1828

Owner: **Grant Sassaman**

Phone: 574-202-6686

Email: Grant@BlackSquirrelGolf.com

Event Coordinator: **Laura Johnson**

Phone: 574-361-4920

Email: lauraljohnson@me.com

Mr. Richard R. Aguirre, Clerk-Treasurer
Goshen City Hall,
202 S 5th St. Suite 2
Goshen, IN 46528-3714

To: Board of Works & Safety

Subject: Fire Works Event Request

Grant Sassaman inquired with the City on the process of authorizing a fireworks show at the Black Squirrel Golf Course on July 4, 2026 with a rain date of July 5th. He provided the attached documents outlining the event plans, event map, and donor options, and has already reached out to all departments to confirm they can work with the plan.

A meeting with the Fire Chief, Chief of Police and Road Department was held 6/12/26. All departments are on board and in agreement with the request Black Squirrel is asking.

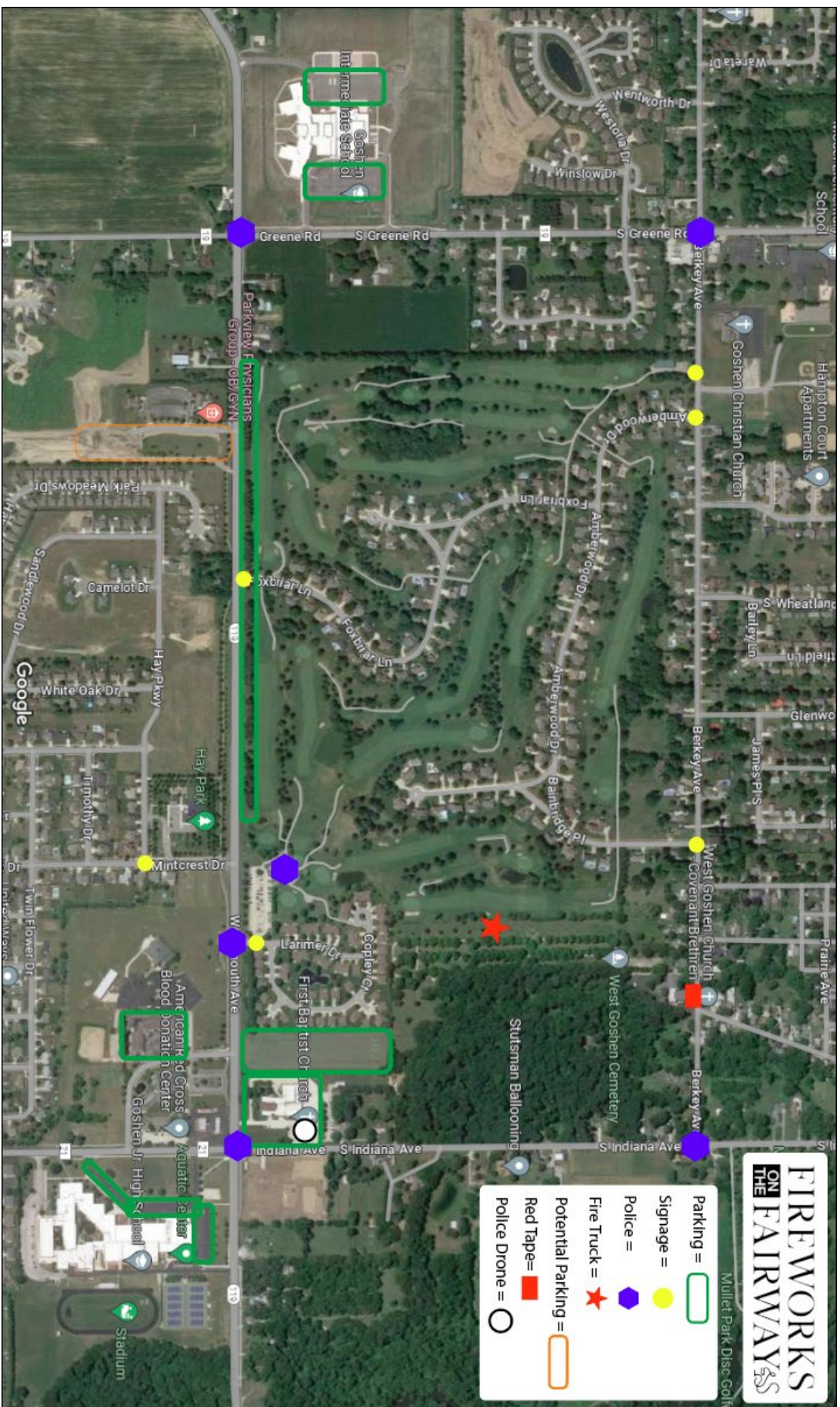
Maps provided show parking for the public, police officer locations, signage and the location the fireworks will be set off. (See map for all locational details).

Food truck will be setup and running at 3:00pm with the event open to the public from 5:00PM till 10:30pm

Requesting 10 police officers using 4 them for patrolling the event. Starting at 6:30pm through 10:30pm. The city agreed to provide traffic control starting at 10:00pm.

Requesting the roads department for signs stating, "One way", "Do Not Enter" One Sided Parking Only" and "Residential Parking Only". Also requesting 30 traffic cones to place in various areas.

Approved the location of the fire trucks in West Goshen Cemetery.



FIREWORKS FAIRWAYS



Smoke
fireworks

Stage

Reserved
Seating

VIP
Seating

Space-Optimize
Golf Club

Fireworks

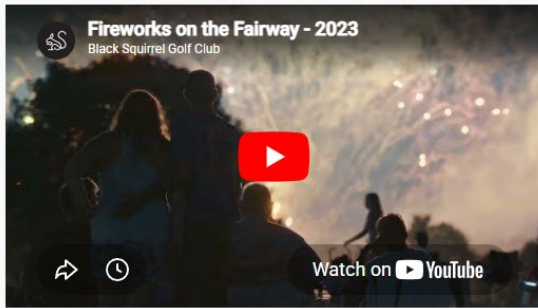
Food Trucks & Vendors

Sandy Creek

Sponsor Info

Sponsor Fireworks on the Fairway

The goal for this event is to make and keep it free for the entire community. If your business would like to partner with Black Squirrel to make that happen, consider becoming a sponsor. Get your name in front of 20,000+ people, bring them team, enjoy private seating, and more.



Name *

First

Last

Company Name *

Email *

Phone

Sponsorship Level *

Comments

Total

\$0.00

Submit

ACE - \$25,000

- Five 1 Year Memberships (\$4,250 Value)
- VIP Seating at event for 40
- 3 media/event mentions
- Signage on course during event
- Booth Space
- BSGC Swag
- Mention in post event video
- 1 Year Hole Sponsorship
- Designated Company seating area

*This package is customizable

Eagle - \$12,500

- Three 1 Year Memberships (\$2,550 Value)
- VIP Seating at event for 6
- 2 media/event mentions
- Signage on course during event
- Booth Space
- BSGC Swag
- Mention in post event video
- 1 Year Hole Sponsorship
- Designated Company seating area

Birdie - \$6,000

- Two 1 Year Memberships (\$1,700 Value)
- VIP Seating at event for 4
- Media mention
- Signage on course during event
- Booth Space
- Mention in post event video
- 1 Year Hole Sponsorship
- Designated Company seating area

Par - \$3,250

- One 1 Year Membership (\$850 Value)
- VIP Seating at event for 2
- Signage on course during event
- Booth Space

Starter - \$500

- Logo on website and banner

Vendor Booth Only - \$250

- 5 spots available
- 10x10 booth space



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: City of Goshen Board of Public Works & Safety
From: Clerk-Treasurer Richard R. Aguirre
Date: June 25, 2026
Subject: Float Fest street closure request

On June 11, 2026, the Clerk-Treasurer's Office received the following email:

I am writing to request the closure of Canal Street, from Plymouth Avenue to the alleyway perpendicular to Canal Street, as the attached picture indicates, from 8 a.m. to 11 p.m. on Saturday, June 27, 2026. I would like to request street barricades from the City for this purpose.

The attached photo includes Xs for barricades and the red line indicates the section of street that would be blocked off.

Thank you for your help in this matter!

Previous event description: Float Fest is an annual celebration of the outdoor space and wonderful community we have here in Goshen, Indiana. In actual form and function, it is a moving, outdoor music festival, slowly floating through Goshen's Millrace district each summer. In broader scope, it is a community event that brings together outdoor enthusiasts, music enthusiasts, community members' homes, people from outside the community (through bands and attendees), business owners and the general community, young and old!

Scott Lehman

105 Canal St., Goshen, IN 46526

574-374-2634

floatfestgoshen@gmail.com



Richard Aguirre, City Clerk-Treasurer
CITY OF GOSHEN

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

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Outlook

Float Fest Event Permit Application Form

From Aguirre, Richard <richardaguirre@goshencity.com>

Date Tue 6/23/2026 1:30 PM

To Aguirre, Richard <richardaguirre@goshencity.com>

CONTACT INFORMATION

Contact Name

Scott Lehman

Contact Email

floatfestgoshen@gmail.com

Contact Phone

(574) 374-2634

Organization Name (if applicable)

Float Fest

Contact and/or Organization Address

Float Fest - Scott Lehman

105 Canal St., IN Goshen

[Map It](#)

Is this a Not-for-Profit Organization as verified by the IRS?

No

EVENT INFORMATION

Event Name:

Float Fest

Event Type

- Concert or Live Performance (e.g. music, theater, dance)

Event Purpose/Description

Float Fest is a music and Art Festival along the shores of the Goshen Millrace and at Millrace Park.

Event Location

Millrace Park

Estimated Event Attendees

1,200

Event Start Date

06/27/2026

Event End Date

06/27/2026

Set-up Start Time

08:00 am

Event Start Time

01:00 pm

Tear-Down Start Time

10:00 pm

Are you planning to have vendors at your event?

Yes

VENDORS

Food

- Yes, to the participants only
- Yes, to the general public

Total Number of Food/Non-Alcoholic Beverage Vendors

8

Alcohol

- Yes, to the participants only
- Yes, to the general public

Total Number of Alcoholic Beverage Vendors

1

Retail Vendors

- No
-

Will your event feature tents and/or canopies?

Yes

TENTS AND CANOPIES

Total number of Tents/Canopies

3

Tent/Canopy Size(s)

- 10x10

Will your event include the use of stages or platforms?

Yes

STAGES/PLATFORMS

If yes, number of stage(s):

1

Stage Size(s)

- 20' x 100'

Do you need a formal exemption from the City's sound level limits as part of this permit?

No

Are you renting portable toilets?

Yes

PORTABLE TOILETS

Total Number of Portable Toilets

6 (1 inside the park)

Does your event require power?

Yes

ELECTRICAL POWER GENERATION

Electricity Access

Power will come from Reith Interpretive Center

Does your event require Road Closure Signage, Road Closure Blockades, Fencing, Waste Receptacles, and/or Waste Disposal?

Yes

STREET CLOSURE, TRAFFIC CONTROL, WASTE MANAGEMENT

Street Closure Request

- Canal St to the alley

Number of Team Members Requested to assist w/ waste management during event:

0

Does your event require emergency medical support?

No

Does your event require traffic control, event security, or law enforcement presence?

No

Do you have a certificate of insurance?

Yes

INSURANCE

Event Insurance Certificate

- Yes

Certificate of Liability Insurance Coverage

- [Certificate-of-Insurance-SEL-2.pdf](#)
-

Do you have a completed site map?

Yes

SITE MAP(S)

Site Map(s)

- [IMG_0041.HEIC](#)

Signature and Agreement

Applicant Agreement

✔ I, as the Contact Person, have read and agree to the terms above.

June 22, 2026

To the Goshen City Board of Works,

Lacasa, Inc. is requesting the temporary closure of the alley located East of the Shoots Building from Friday, June 26, 2026, through Thursday July 2, 2026. This closure is necessary for the safety of Lacasa workers while utilizing a lift to complete exterior window work on the building.

We will provide appropriate signage and ensure continued access for emergency services and any affected residents, as needed. All required safety and compliance measures will be followed.

Additionally, we will coordinate alternate arrangements for trash pickup and ADEC drop-offs during this time to minimize any disruption.

Thank you for your consideration.



Sincerely,
Brad Hunsberger

Brad Hunsberger

SR. VP Real Estate Development

Lacasa, Inc.



Date: June 8th, 2026

Re; permit to close parking spaces

J & N Stone has been contracted by Dyksen and sons to tuck point the Spohn ballroom. In order to do the scope of work, we would like to request the parking spots along E. Clinton Street be closed to allow a lift to be used to tuck point the building. We would like to start approximately on July 13, 2026 and finish by July 24th, 2026. We will work to only block a few parking spaces as needed. We will provide confirmed dates asap. We would request barricades to be provided. A photo is provided of the parking spaces needed to use the lift.

Thank you for considering this request.

Jack Lengacher Jr.

jackjr@jnstone.com

cell; 574-361-2447

J & N Stone, Inc.

Manufacturer of Precast Stone Veneer Since 1973

905 East Waterford St
P.O. Box 442
Wakarusa, IN 46573

Phone: 574-862-4251
Fax: 574-862-2944
Toll Free: 800-321-1372







CITY OF GOSHEN LEGAL DEPARTMENT

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

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

June 25, 2026

To: Board of Public Works and Safety

From: Christina M. Bonham, Paralegal

Subject: Agreement with Rain Guard Seamless Guttering for Installation of Gutters on the Goshen Rieth Interpretive Center Building

It is recommended that the Board approve and authorize Mayor Leichty to execute the attached Agreement with Rain Guard to allow the City to enter into an Agreement for the installation of gutters on the Goshen Rieth Interpretive Center Building.

The total cost for gutter installation will be Three Thousand Six Hundred Eighty-Four Dollars (\$3,684.00). Of this sum, One Thousand Four Hundred Seventy-Four Dollars (\$1,474.00) shall be paid to Contractor prior to installation as a deposit. Upon completion, Contractor shall be paid the remaining amount of Two Thousand Two Hundred Ten Dollars (\$2,210.00).

Suggested Motion:

Approve and authorize Mayor Leichty to execute the attached Agreement with Rain Guard for the installation of gutters on the Goshen Rieth Interpretive Center Building.

AGREEMENT WITH RAIN GUARD SEAMLESS GUTTERING FOR THE GOSHEN RIETH INTERPRETIVE CENTER BUILDING

THIS AGREEMENT is entered into on _____, 2026, which is the date of the last signature set forth on the signature page, by and between **Rain Guard Seamless Guttering** ("Contractor"), whose mailing address is 2204 Dierdorff Road, Goshen, IN 46526, and **City of Goshen, Indiana** ("City"), a municipal corporation and political subdivision of the State of Indiana acting through the Goshen Board of Public Works and Safety.

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

Section 1. Component Parts of this Agreement

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

Section 2. Scope of Services

Contractor shall provide City the services for the installation of gutters on the Goshen Rieth Interpretive Center Building, which services are more particularly described in Contractor's June 3, 2026, proposal attached as Exhibit A (hereinafter referred to as "Duties"). In the event of any conflict between the terms of this agreement and the terms contained in the proposal attached as Exhibit A, the terms set forth in this agreement shall prevail.

Section 3. Effective Date; Term

- (A) The agreement shall become effective on the day of execution and approval by both parties.
- (B) Contractor acknowledges that time is of the essence and that the timely performance of its Duties is an important element of this agreement. Contractor shall perform all Duties as expeditiously as is consistent with professional skill and care in the orderly progress of the Duties.
- (C) Contractor shall commence the Duties as soon as practical once this Agreement has been fully executed.
- (D) Contractor states they shall complete all Duties approximately 3-5 weeks from order date.

Section 4. Compensation

City agrees to compensate Contractor the sum of Three Thousand Six Hundred Eighty-Four Dollars (\$3,684.00) for performing all Duties. Of this sum, One Thousand Four Hundred Seventy-Four Dollars (\$1,474.00) shall be paid to Contractor prior to installation as a deposit. Upon completion, Contractor shall be paid the remaining amount of Two Thousand Two Hundred Ten Dollars (\$2,210.00).

Section 5. Payment

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

City of Goshen
c/o Goshen Parks Department
524 E. Jackson Street
Goshen, IN 46526
Email is also acceptable at goshenparks@goshencity.com

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

Section 6. Licensing/Certification Standards

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

Section 7. Warranty

Contractor shall either handle any warranty issues themselves or assist the City with any warranty issues that arise regarding any items installed by Contractor.

Section 8. Independent Contractor

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

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

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

Section 9. Non-Discrimination

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

Section 10. Employment Eligibility Verification

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

Section 11. Contracting with Relatives

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

Section 12. No Investment Activities in Iran

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

Section 13. Indemnification

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

Section 14. Insurance

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

Section 15. Force Majeure

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

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

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

Section 16. Default

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

Section 17. Termination

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

Section 18. Notice

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

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

Contractor: Rain Guard Seamless Guttering
Attention: Daniel Sanchez
2204 Dierdorff Road
Goshen, IN 46526

Section 19. Subcontracting or Assignment

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

Section 20. Amendments

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

Section 21. Waiver of Rights

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

Section 22. Applicable Laws

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

Section 23. Miscellaneous

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

Section 24. Severability

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

Section 25. Binding Effect

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

Section 26. Entire Agreement

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

Section 27. Authority to Execute

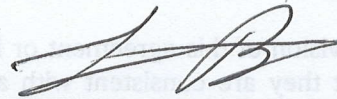
The undersigned affirm that all steps have been taken to authorize execution of this agreement, and upon the undersigned's execution, bind their respective organizations to the terms of the agreement.

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

City of Goshen, Indiana

Goshen Board of Public Works and Safety

Rain Guard Seamless Guttering



Gina M. Leichty, Mayor

Lonnie Bontrager, Owner

Date Signed: _____

Date Signed: 6/15/26

EXHIBIT A



Residential • Farm • Commercial
Sales • Service • Installation

2204 Dierdorff Road • Goshen, IN 46526
Ph: 574-533-5955 • Fax: 574-533-5877
1-800-737-2600
Email: rainguard@rain-guard.net

GUTTER &
DOWNSPOUT
PROPOSAL

Proposal Submitted To: City of Goshen Parks Dept.
410 W. Plymouth Ave.
Goshen, IN 46526

Job Name: _____

GUTTER COLOR <u>Green</u>	DOWNSPOUT COLOR <u>Green</u>	SALESMAN <u>Daniel</u>	CUSTOMER PHONE # <u>206-311</u>	DATE <u>6-3-2</u> ⁶
MATERIAL & LABOR				
REMOVE & HAUL EXISTING GUTTERS & DOWNSPOUTS ☒ YES ☐ NO				
<u>Remove and dispose of any existing materials we maybe replacing.</u>				
FURNISH & INSTALL CUTTERS & DOWNSPOUTS ☒ YES ☐ NO				
<u>5" seamless alum gutters.</u>				
<u>Hidden brackets.</u>				
<u>2x3 alum downspout (0 or 1).</u>				
<u>* Reattach (reuse) existing downspout.</u>				
<u>① Install The Guard (Green).</u>				
<u>Lifetime warranty.</u>				
DOWNSPOUT EXTENSIONS ☐ YES ☒ NO				

Installation will occur approximately 3-5 week(s) from order date.

I / we accept the terms of this contract

THANK YOU w/o (A). w/(A).

(40%) Total	\$ <u>3131</u>	\$ <u>3684</u>
For Deposit	\$ <u>1252</u>	\$ <u>1474</u>
Upon Completion	\$ <u>1879</u>	\$ <u>2210</u>

Proposal pricing subject to change if not accepted within 30 days.
Balance due upon receipt of invoice. A 1-1/2% interest charge per month will be incurred for any balance of 30 days or more.

This written agreement is the only and entire contract covering the subject matter hereof and is subject to the approval of the property owner's credit. It is further understood that should the purchaser fail to permit Contractor to proceed with said work, after it has begun, for any reason, Contractor shall be relieved of any obligation hereunder, and purchaser agrees to pay Contractor all damages sustained by Contractor. The above signed purchaser agrees that in the event payment is not made in accordance with their contract, and the claim is turned over for collection, the above signed purchaser agrees to pay a reasonable attorney's fee, court costs, interest, and collection fees together with the amount owed. This agreement is to be governed by the laws of the state of Indiana, USA, with any litigation to be physically held in Elkhart County, Indiana, USA.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

OFFICE COPY

RS_CSD PROPOSAL_000005



CITY OF GOSHEN LEGAL DEPARTMENT

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

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

June 25, 2026

To: Board of Public Works and Safety

From: Christina M. Bonham, Paralegal

Subject: Agreement with Jones Petrie Rafinski (JPR) for Inspection of Reconstruction of Maple City Industrial Park Streets and Century Drive

It is recommended that the Board approve and authorize Mayor Leichty to execute the attached Agreement with JPR to allow the City to enter into an Agreement for the installation of gutters on the Goshen Rieth Interpretive Center Building. Agreement has been signed by Contractor and Redevelopment Commission.

City agrees to compensate Contractor a sum not to exceed Four Hundred Sixty-Seven Thousand Six Hundred Eighty Dollars (\$467,680.00) for performing all Duties.

Suggested Motion:

Approve and authorize Mayor Leichty to execute the attached Agreement with JPR for the Inspection of Reconstruction of Maple City Industrial Park Streets and Century Drive.

AGREEMENT WITH JONES PETRIE RAFINSKI FOR INSPECTION OF RECONSTRUCTION OF MAPLE CITY INDUSTRIAL PARK STREETS AND CENTURY DRIVE

THIS AGREEMENT is entered into on _____, 2026, which is the date of the last signature set forth on the signature page, by and between **Jones Petrie Rafinski** ("Contractor"), whose mailing address is 325 S. Lafayette Blvd, South Bend, IN 46601, and **City of Goshen, Indiana** ("City"), a municipal corporation and political subdivision of the State of Indiana acting through the Goshen Board of Public Works and Safety and the Redevelopment Commission.

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

Section 1. Component Parts of this Agreement

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

Section 2. Scope of Services

Contractor shall provide City the services for the construction inspection of the reconstruction of Maple City Industrial Park Streets and Century Drive, which services are more particularly described in Contractor's May 21, 2026, proposal attached as Exhibit A (hereinafter referred to as "Duties"). In the event of any conflict between the terms of this agreement and the terms contained in the proposal attached as Exhibit A, the terms set forth in this agreement shall prevail.

Section 3. Effective Date; Term

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

Section 4. Compensation

City agrees to compensate Contractor a sum not to exceed Four Hundred Sixty-Seven Thousand Six Hundred Eighty Dollars (\$467,680.00) for performing all Duties.

Section 5. Payment

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

City of Goshen
c/o Goshen Engineering Department
204 East Jefferson Street, Suite 1
Goshen, IN 46528
Email is also acceptable at bradminnick@goshencity.com

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

Section 6. Ownership of Documents

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

Section 7. Licensing/Certification Standards

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

Section 8. Independent Contractor

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

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

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

Section 9. Non-Discrimination

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

Section 10. Employment Eligibility Verification

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

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

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

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

Section 14. Insurance

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

Section 15. Force Majeure

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

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

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

Section 16. Default

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

Section 17. Termination

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

Section 18. Notice

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

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

Contractor: Jones Petrie Rafinski
Attention: Andrew Cunningham
325 S. Lafayette Blvd.
South Bend, IN 46601

Section 19. Subcontracting or Assignment

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

Section 20. Amendments

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

Section 21. Waiver of Rights

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

Section 22. Applicable Laws

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

Section 23. Miscellaneous

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

Section 24. Severability

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

Section 25. Binding Effect

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

Section 26. Entire Agreement

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

Section 27. Authority to Execute

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

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

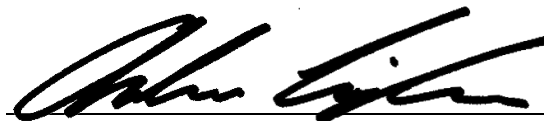
City of Goshen, Indiana

Goshen Board of Public Works and Safety

Gina M. Leichty, Mayor

Date Signed: _____

Jones Petri Rafinski



Andrew Cunningham, PLA, LEED AP, Principal

Date Signed: June 3, 2026

Goshen Redevelopment Commission

Becky Hutsell, Redevelopment Director

Date Signed: June 9, 2026

EXHIBIT A

PROJECT APPROACH

PROJECT UNDERSTANDING

We understand that the City of Goshen Redevelopment Commission is seeking a highly capable construction inspection consultant to oversee two distinct but interrelated roadway reconstruction projects: Task A, covering full-depth pavement replacement, milling, pavement reinforcement, asphalt paving, curb work, ADA ramps, sidewalk flatwork, and related improvements within the Maple City Industrial Park (Sections A, B, and C); and Task B, encompassing the full roadway reconstruction of Century Drive from Kercher Road to College Avenue, including drive approaches and limited storm sewer and drainage improvements.

We recognize that these two tasks involve separate prime contractors operating on overlapping timelines, with Niblock Excavating, LLC already awarded as the Task A prime contractor, and the Task B contract still pending award as of this submission. This dual-contractor environment demands a centralized inspection approach that keeps both scopes moving efficiently while protecting the City from schedule slippage, disputed quantities, and regulatory exposure.

We also understand that the phase-specific completion milestones for Task B are firm: Phases 1 and 2 (Century Drive from Eisenhower Drive to College Avenue) must be complete no later than November 20, 2026, and Phases 3 and 4 (Eisenhower Drive to Kercher Road) must be complete no later than October 1, 2027, which also serves as the entire project's substantial completion deadline. Task A construction is anticipated to begin in or after August 2026, with a winter suspension from December 2026 through March 2027, resuming through substantial completion in June 2027.



COMPENSATION PROPOSAL TO ACCOMPLISH GENERAL SCOPE OF SERVICES

COMPENSATION PACKAGE

Jones Petrie Rafinski is pleased to present this compensation proposal for professional construction inspection services for the Reconstruction of Maple City Industrial Park Streets and Century Drive, Goshen, Indiana.

1. Proposed hourly rates

The following straight-time and overtime rates apply to all personnel assigned to this project. All staff are billed at a uniform rate consistent with the JPR 2026 Billing Labor Rate Table.

Role	Staff member	Straight-time (\$/hr)	Overtime (\$/hr)
Principal in Charge	Andrew Cunningham, PLA, LEED AP	\$285.00	\$427.50
Construction Engineering & Project Mgmt	Michael D. Voll, PE	\$180.00	\$270.00
RPR Staff Pool (field & office)	Bowman / Thomas / Williams / Hoghe	\$135.00	\$202.50

Overtime rates are calculated at 1.5 times the straight-time rate ($\$135.00 \times 1.5 = \$202.50/\text{hr}$). Overtime will be requested in writing to the City's Project Manager in advance unless required to address unforeseen circumstances. Strategic scheduling will be employed to avoid overtime in all instances.

2. Per diem construction trailer rate

A construction field trailer will be provided if required by the City's Project Manager.

Item	Monthly rate	Daily rate
Construction field trailer (if required)	\$650.00	\$30.00

ASSUMPTIONS

The following assumptions were used in developing our level of effort and fee:

- Task A construction duration: August 2026 through June 2027, with a winter suspension from December 2026 through March 2027.
- Task B Phases 1 & 2: active full-time inspection from August/September 2026 through November 20, 2026, approximately 3 active months concurrent with Task A.
- Task B Phases 3 & 4: active full-time inspection from April 2027 through October 1, 2027, approximately 6 active months.
- Section D exclusion: our level of effort does not include inspection for Section D of Task A. Per the RFP (Section 8, page 9), Goshen Engineering Department personnel will perform construction inspection services for the various city streets outside of Maple City Industrial Park detailed as Section D. The Consultant RPR has no direct responsibilities for the Section D scope of work.
- Standard work schedule: contractor generally operating Monday–Friday daytime hours; weekend and overtime work is occasional and accounted for at a modest level within total hour estimates.
- Contractor-provided testing: the contractor is responsible for all required sampling, testing, and materials certifications; our role is verification, log maintenance, and escalation.
- Task B contractor identity: the Task B prime contractor was not yet identified at time of submission; hour estimates assume a single prime contractor with coordination requirements commensurate with the full roadway reconstruction scope of Century Drive.
- City-provided project documents: the City and design engineer will provide complete Contract Information Books, bid documents, geotechnical reports, and all referenced specifications in a timely manner following NTP.

LEVEL OF EFFORT AND STAFFING PLAN

Item	Mike Voll, PE	Cunningham	RPR Pool	Total
Task A — Maple City Industrial Park Full Depth Pavement Replacement (~12 months, July/Aug. 2026 – June 2027)				
Project Management	62	—	—	62
Construction Engineering / Administration	112	—	—	112
RPR — Field Time (Bowman / Thomas / Williams / Hoghe)	—	—	1,120	1,120
RPR — Office Time	—	—	210	210
Final Completion / Punchlist Activity — Voll, PE	16	—	—	16
Final Completion / Punchlist Activity — Cunningham (Principal)	—	4	—	4
Final Completion / Punchlist Activity — RPR	—	—	20	20
SUBTOTAL — TASK A	190	4	1,350	1,544
Task B — Century Drive Full Roadway Reconstruction (~16 months, June 2026 – October 2027)				
Project Management	84	—	—	84
Construction Engineering / Administration	176	—	—	176
RPR — Field Time (Bowman / Thomas / Williams / Hoghe)	—	—	1,280	1,280
RPR — Office Time	—	—	139	139
Final Completion / Punchlist Activity — Voll, PE	25	—	—	25
Final Completion / Punchlist Activity — Cunningham (Principal)	—	10	—	10
Final Completion / Punchlist Activity — RPR	—	—	25	25
SUBTOTAL — TASK B	285	10	1,444	1,739
Total estimated hours	475	14	2,794	3,283

RPR field and office hours reflect the combined effort of the RPR staff pool — Jennifer Bowman, Joshua Thomas, Dave Williams, and Cary Hoghe — deployed across both Task A and Task B throughout their respective construction durations. Michael Voll, PE provides construction engineering, administration, and project management support throughout both tasks. Andrew Cunningham, PLA, LEED AP provides principal-level oversight at project close-out and final completion. Section D of Task A is excluded from this scope per RFP Section 8, page 9 — Goshen Engineering Department personnel will perform construction inspection services for Section D, which covers full depth pavement replacement, mill and pave, and concrete mill and pave street sections on various city streets outside of Maple City Industrial Park. The Consultant RPR has no direct responsibilities for the Section D scope of work.

FEE SUMMARY

Item	Hours	Rate (\$/hr)	Staff	Fee
Task A — Maple City Industrial Park (~12 months, July/Aug. 2026 – June 2027)				
Project Management	62	\$180.00	Voll, PE	\$11,160.00
Construction Engineering / Administration	112	\$180.00	Voll, PE	\$20,160.00
RPR — Field Time	1,120	\$135.00	RPR Pool	\$151,200.00
RPR — Office Time	210	\$135.00	RPR Pool	\$28,350.00
Final Completion / Punchlist Activity — Voll, PE	16	\$180.00	Voll, PE	\$2,880.00
Final Completion / Punchlist Activity — Cunningham (Principal)	4	\$285.00	Cunningham	\$1,140.00
Final Completion / Punchlist Activity — RPR	20	\$135.00	RPR Pool	\$2,700.00
Direct expenses — copies/shipping allowance	—	—	—	\$500.00
SUBTOTAL — TASK A	1,544	—	—	\$218,090.00
Task B — Century Drive Reconstruction (~16 months, June 2026 – October 2027)				
Project Management	84	\$180.00	Voll, PE	\$15,120.00
Construction Engineering / Administration	176	\$180.00	Voll, PE	\$31,680.00
RPR — Field Time	1,280	\$135.00	RPR Pool	\$172,800.00
RPR — Office Time	139	\$135.00	RPR Pool	\$18,765.00
Final Completion / Punchlist Activity — Voll, PE	25	\$180.00	Voll, PE	\$4,500.00
Final Completion / Punchlist Activity — Cunningham (Principal)	10	\$285.00	Cunningham	\$2,850.00
Final Completion / Punchlist Activity — RPR	25	\$135.00	RPR Pool	\$3,375.00
Direct expenses — copies/shipping allowance	—	—	—	\$500.00
SUBTOTAL — TASK A	1,739	—	—	\$249,590.00
Grand Total	3,283	—	—	\$467,680.00



CITY OF GOSHEN LEGAL DEPARTMENT

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

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

June 25, 2026

To: Board of Public Works and Safety

From: Christina M. Bonham, Paralegal

Subject: Agreement with Aquatic Weed Control for Poison Hemlock Treatment on Goshen Environmental Center Grounds

It is recommended that the Board approve and ratify Deputy Mayor Brinson's execution of the attached Agreement with Aquatic Weed Control to allow the City to enter into an Agreement for the treatment of poison hemlock on the Goshen Environmental Center grounds.

This is a two-year contract. City agrees to compensate Contractor the sum of Three Thousand Seven Hundred Fifty Dollars (\$3,750) once each year for 2026 and 2027 for performing all Duties.

Suggested Motion:

Approve and ratify Deputy Mayor Brinson's execution of the attached Agreement with Aquatic Weed Control for Poison Hemlock Treatment on Goshen Environmental Center Grounds.

AGREEMENT WITH AQUATIC WEED CONTROL FOR POISON HEMLOCK TREATMENT ON GOSHEN ENVIRONMENTAL CENTER GROUNDS

THIS AGREEMENT is entered into on June 18, 2026, which is the date of the last signature set forth on the signature page, by and between **Aquatic Weed Control** ("Contractor"), whose mailing address is P.O. Box 325, Syracuse, IN 46567, and **City of Goshen, Indiana** ("City"), a municipal corporation and political subdivision of the State of Indiana acting through the Goshen Board of Public Works and Safety.

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

Section 1. Component Parts of this Agreement

- (A) This Agreement shall include these terms and conditions, as well as the terms and conditions set forth in the following documents:
 - (1) City of Goshen Map of Areas to be treated on the Goshen Environmental Center Grounds, and attached to this Agreement as Exhibit A.
 - (2) Contractor's Email Proposal dated June 15, 2026, and attached to this Agreement as Exhibit B.
- (B) Any inconsistency or ambiguity in this Contract shall be resolved by giving precedence in the following order:
 - (1) This Agreement, and Amendments;
 - (2) The City of Goshen Map of Areas to be treated; and
 - (3) Contractor's Email Proposal.

Section 2. Scope of Services

Contractor shall provide City the services for the treatment of poison hemlock, which services are more particularly described in Contractor's June 15, 2026, email attached as Exhibit B (hereinafter referred to as "Duties"). In the event of any conflict between the terms of this agreement and the terms contained in the proposal attached as Exhibit A, the terms set forth in this agreement shall prevail.

Section 3. Effective Date; Term

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

- (C) Contractor shall commence the Duties as soon as is practical after receiving notice from the City to proceed.

Section 4. Compensation

City agrees to compensate Contractor the sum of Three Thousand Seven Hundred Fifty Dollars (\$3,750) once each year for 2026 and 2027 for performing all Duties.

Section 5. Payment

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

City of Goshen
c/o Goshen Department of Environmental Resilience
524 E. Jackson
Goshen, IN 46526
Email is also acceptable at environmental@goshencity.com

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

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

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Section 8. Independent Contractor

- (A) Contractor shall operate as a separate entity and independent contractor of the City of Goshen. Any employees, agents or subcontractors of Contractor shall be under the sole and exclusive direction and control of Contractor and shall not be considered employees, agents or subcontractors of City. City shall not be responsible for injury, including death, to any persons or damages to any property arising out of the acts or omissions of Contractor and/or Contractor's employees, agents or subcontractors.
- (B) Contractor understands that City will not carry worker's compensation or any other insurance on Contractor and/or Contractor's employees or subcontractors.
- (C) Contractor is solely responsible for compliance with all federal, state and local laws regarding reporting of compensation earned and payment of taxes. City will not withhold federal, state or local income taxes or any other payroll taxes.

Section 9. Non-Discrimination

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

Section 10. Employment Eligibility Verification

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

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

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

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

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

Section 15. Force Majeure

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

Section 16. Default

- (A) If Contractor fails to perform the services or comply with the provisions of this agreement, then Contractor may be considered in default.
- (B) It shall be mutually agreed that if Contractor fails to perform the services or comply with the provisions of this contract, City may issue a written notice of default and provide a period of time that shall not be less than fifteen (15) days in which Contractor shall have the opportunity to cure. If the default is not cured within the time period allowed, the contract may be terminated by the City. In the event of default and failure to satisfactorily remedy the default after receipt of written notice, the City may otherwise secure similar services in any manner deemed proper by the City, and Contractor shall be liable to the City for any excess costs incurred
- (C) Contractor may also be considered in default by the City if any of the following occur:
 - (1) There is a substantive breach by Contractor of any obligation or duty owed under the provisions of this contract.
 - (2) Contractor is adjudged bankrupt or makes an assignment for the benefit of creditors.
 - (3) Contractor becomes insolvent or in an unsound financial condition so as to endanger performance under the contract.
 - (4) Contractor becomes the subject of any proceeding under law relating to bankruptcy, insolvency or reorganization, or relief from creditors and/or debtors.
 - (5) A receiver, trustee, or similar official is appointed for Contractor or any of Contractor's property.

- (6) Contractor is determined to be in violation of federal, state, or local laws or regulations and that such determination renders Contractor unable to perform the services described under these Specification Documents.
- (7) The contract or any right, monies or claims are assigned by Contractor without the consent of the City.

Section 17. Termination

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

Section 18. Notice

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

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

Contractor: Aquatic Weed Control
Attention: Jim Donahoe
P.O. Box 325
Syracuse, IN 46567

Section 19. Subcontracting or Assignment

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

Section 20. Amendments

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

Section 21. Waiver of Rights

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

Section 22. Applicable Laws

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

Section 23. Miscellaneous

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

Section 24. Severability

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

Section 25. Binding Effect

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

Section 26. Entire Agreement

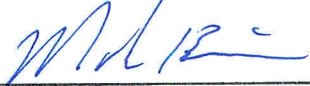
This agreement constitutes the entire agreement between the parties and supersedes all other agreements or understandings between City and Contractor.

Section 27. Authority to Execute

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

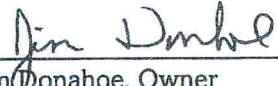
IN WITNESS WHEREOF, the parties have executed this agreement on the dates as set forth below.

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



Mark Brinson, Deputy Mayor
Date Signed: June 18, 2024

Aquatic Weed Control



Jim Donahoe, Owner
Date Signed: 6/18/26

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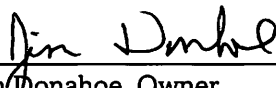
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City of Goshen, Indiana
Goshen Board of Public Works and Safety

Aquatic Weed Control

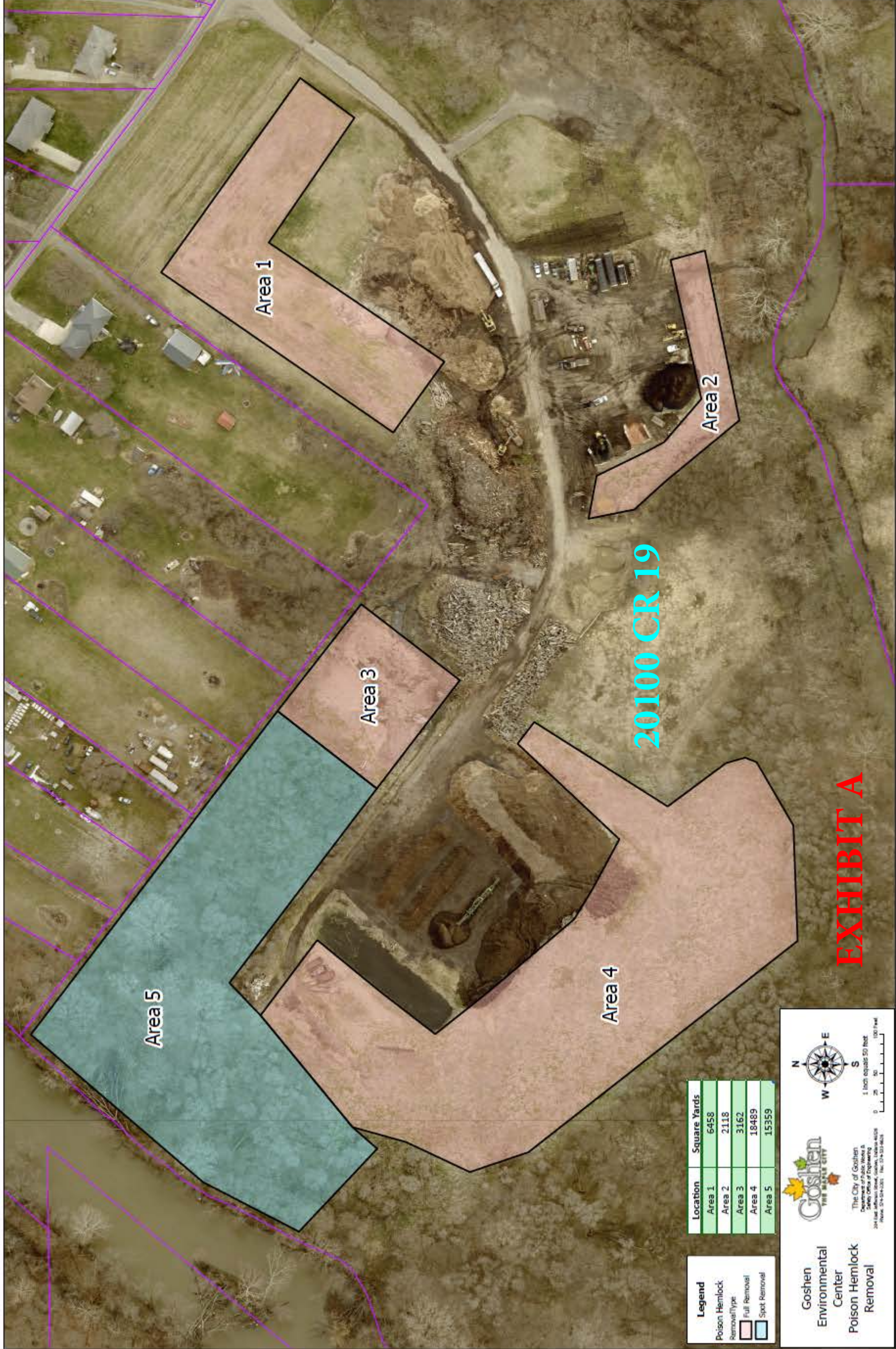
Mark Brinson, Deputy Mayor

Date Signed: _____



Jim Donahoe, Owner

Date Signed: 6/18/26



Location	Square Yards
Area 1	6458
Area 2	2118
Area 3	3162
Area 4	18489
Area 5	15359

Legend

Poison Hemlock Removal Type

Full Removal

Spot Removal


The City of Goshen
Department of Public Works & Safety
Office of Engineering
301 East Jefferson Street, Goshen, Indiana 46538
Phone: 317-534-2321 Fax: 317-534-2625

**Goshen Environmental Center
Poison Hemlock Removal**


1 inch equals 50 feet
0 25 50 100 Feet

EXHIBIT B

From: [Jim Donahoe \(Aquatic Weed Control\)](#)
To: [Sailor, Theresa](#)
Subject: Hemlock Treatment
Date: Monday, June 15, 2026 8:46:24 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.

Theresa,

Quote By area --

Location	Square Yards	Acres	Quote (\$)
Area 1	6458	1.33	\$ 515.00
Area 2	2118	0.44	\$ 340.00
Area 3	3162	0.65	\$ 380.00
Area 4	18489	3.82	\$ 1015.00
Area 5	30227	6.25	\$ 1500.00

Using a Drone --

Total For 2026: \$3,750
Total For 2027: \$3,750

Thank you for the opportunity.

Regards,

Jim Donahoe

Aquatic Weed Control

P. O. Box 325

Syracuse, IN 46567

Sediment Removal Solutions

2105 Carmen Court

Goshen IN, 46526

574-533-2597

574-534-8230 - FAX

jim@aquaticweedcontrol.com

*****REQUEST*****

DATE: Thursday, June 25, 2026

TO: GOSHEN BOARD OF WORKS

FROM: GOSHEN WATER & SEWER
KELLY SAENZ

RE: UNPAID FINAL ACCOUNTS

The original amount of unpaid final Water/Sewer accounts for this period was **\$2,586.96**
Collection letters were sent out and payments of **\$713.88** had been collected.

The uncollected amount equals **\$1,873.08**

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

These are accounts for the most part were finaled thru **Monday, March 30, 2026**

WATER: \$1,393.70
SEWER: \$479.38

TOTALS

REPORT TOTAL		\$2,586.96
BPS TOTAL	\$1,338.62	\$1,248.34
COUNTY TOTAL	\$413.81	\$834.53
W-WRITE OFF	\$55.08	\$779.45
S-WRITE OFF	\$65.57	\$713.88
PAYMENT TOTAL	\$713.88	\$0.00
AGREEMENT TOTAL		



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

MEMORANDUM

TO: City of Goshen Board of Public Works and Safety

FROM: Stormwater Management Department

**RE: POST-CONSTRUCTION STORMWATER MANAGEMENT PLAN APPROVAL
BRINKLEY RV SERVICE CENTER (JN: 2025-2008)**

DATE: June 25, 2026

The developer of the Brinkley RV Service Center project is modifying an existing post-construction stormwater management plan (PCSMP) for the property at 2482 Century Drive. The original PCSMP, INSITE (Summer 2014) (JN: 2014-2020), was accepted by the City of Goshen Board of Public Works and Safety and Stormwater Board on August 18, 2014. The current project has submitted a sufficient post-construction stormwater management plan that is compliant with Ordinance 5228, "Stormwater Management."

The Stormwater Management Department requests the Board of Public Works and Safety's acceptance of the amended post-construction stormwater management plan.

Full document available upon request.

Requested Motion: Accept the amended post-construction stormwater management plan for Brinkley RV Service Center as it has been found to meet the requirements of City Ordinance 5228.



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

MEMORANDUM

TO: City of Goshen Board of Public Works and Safety

FROM: Stormwater Management Department

**RE: POST-CONSTRUCTION STORMWATER MANAGEMENT PLAN APPROVAL
OAKLAWN LACASA APARTMENT HOUSING (JN: 2022-2041)**

DATE: June 25, 2026

The developer of the Oaklawn Lacasa Apartment Hosing project, affecting one (1) or more acres of land and located at 107, 111, 123, and 129 Lakeveiw Drive, has submitted a sufficient post-construction stormwater management plan that is compliant with Ordinance 5228, "Stormwater Management."

The Stormwater Management Department requests the Board of Public Works and Safety's acceptance of the post-construction stormwater management plan.

Full document available upon request.

Requested Motion: Accept the post-construction stormwater management plan for the Oaklawn Lacasa Apartment Hosing project as it has been found to meet the requirements of City Ordinance 5228.



**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

FROM: Goshen Engineering

RE: **CLINTON WATER TOWER PAINTING
CHANGE ORDER NO. 1 (JN: 2024-0034)**

DATE: June 25, 2026

Change Order No. 1 includes costs associated with seal welding (inside and outside) a steel plate repair of a hole in the water tower roof and repairing a broken weld on a support for the overflow pipe. Both were discovered during preparation for painting. Rigging couplings were also installed to allow safe access for the contractor to repair the hole in the roof.

This additional work was accomplished with no extension to the project schedule. The contractor immediately notified the City Engineer and Water/Sewer Department who authorized the repairs through a change directive, allowing immediate mobilization of a welder and avoiding additional time out of service.

The original contract amount is \$143,800.00. Change Order No. 1 increases the total contract by \$4,550.00, for a revised contract amount of \$148,350.00, which is an increase of 3.2% over the original contract amount.

Requested Motion: Approve Change Order No. 1 for the Clinton Water Tower Painting project in the amount of \$4,550.00.

Section 00 63 63 - CHANGE ORDER NO. 1:

Owner:	City of Goshen, Indiana	Owner's Project No.:	2024-0034
Engineer:	Dixon Engineering, Inc.	Engineer's Project No.:	14-20-05-03-25
Contractor:	Fedewa, Inc.	Contractor's Project No.:	
Project:	500,000 Gallon Toroellipse (Clinton)		
Contract Name:	Clinton Elevated Water Tank Painting and Repairs		
Date Issued:	April 20, 2026	Effective Date of Change Order:	April 20, 2026

The Contract is modified as follows upon execution of this Change Order:

Description: Repair the hole in the roof per Bulletin 1 (\$3,800).

Repair the broken overflow pipe support (\$750):

- A. Repair broken weld on the support by double beveling both sides of the broken support, and butt welding the support back together.
- B. If the crack has separated more than ¼ in., replace the entire brace with ¼ in. steel plate, and fillet weld all around on both ends of the support. All welds are to be complete penetration, and free of defects.
- C. Add a ¼ inch plate to form a "T" at the repaired vertical support. Plate to be 4 inches wide, field determine length. Weld to the existing support, overflow and sidewall using ¼ inch continuous fillet welds.

Attachments: Bulletin 1

Change in Contract Price

Change in Contract Times

Original Contract Price:	Original Contract Times:
\$ <u>143,800</u>	Substantial Completion: <u>N/A</u>
	Ready for final payment: <u>N/A</u>
[Increase] [Decrease] from previously approved Change Orders No. 1 to No. [Number of previous Change Order]:	[Increase] [Decrease] from previously approved Change Orders No.1 to No. [Number of previous Change Order]:
\$ <u>0</u>	Substantial Completion: <u>N/A</u>
	Ready for final payment: <u>N/A</u>
Contract Price prior to this Change Order:	Contract Times prior to this Change Order:
\$ <u>143,800</u>	Substantial Completion: <u>N/A</u>
	Ready for final payment: <u>N/A</u>
Increase this Change Order:	[Increase] [Decrease] this Change Order:
\$ <u>4,550</u>	Substantial Completion: <u>N/A</u>
	Ready for final payment: <u>N/A</u>
Contract Price incorporating this Change Order:	Contract Times with all approved Change Orders:
\$ <u>148,350</u>	Substantial Completion: <u>N/A</u>
	Ready for final payment: <u>N/A</u>

Recommended by Engineer (if required)

Authorized by Owner

By: [Signature]

Title: Project Manager

Date: April 22, 2026

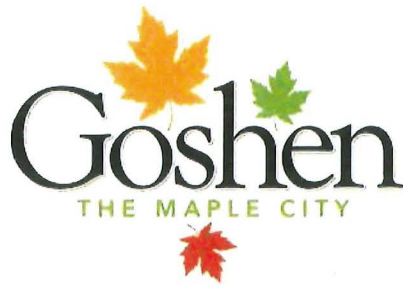
Gina M. Leichty, Mayor, City of Goshen, Indiana

Goshen Board of Public Works and Safety

EJCDC® C-941, Change Order.

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	Authorized by Contractor	Approved by Funding Agency (if applicable)
By:	<u>Callahan</u>	<u>N/A</u>
Title:	<u>Pres</u>	<u></u>
Date:	<u>4-29-26</u>	<u></u>



**Engineering Department
CITY OF GOSHEN**

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

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

MEMORANDUM

TO: Goshen Board of Public Works & Safety

FROM: Goshen Engineering

RE: **CLOSURE OF PARKING SPACES / SIDEWALK FOR VAULT PROJECT**

DATE: June 25, 2026

Yaw Construction will be working on closing the vault at Venturi, 119 E Lincoln Avenue. We are requesting four parking spaces be closed: four on the south side of the building to accommodate dump trailers and trucks. The sidewalk on the south side of the building will need to be closed also for safety.

Requested Motion: Approve the closure of sidewalk and 4 parking spaces on the south side of the Venturi for the vault closure.

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

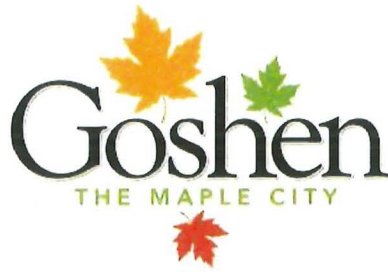
Gina Leichty, Mayor

Barb Swartley, Member

Mary Nichols, Member

Orv Myers, Member

Michael Landis, Member



**Engineering Department
CITY OF GOSHEN**

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engineering@goshencity.com • www.goshenindiana.org

MEMORANDUM

TO: Board of Works and Safety and Stormwater Board

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

RE: **THE ROW ON THE MILLRACE
ACCEPTANCE OF DRAINAGE PLAN (JN: 2025-2038)**

DATE: June 11, 2026

In accordance with Section 512, Drainage Plan, of the City of Goshen Subdivision Control Ordinance No. 3196, the Engineering Department has reviewed the drainage plan for The ROW on the Millrace, located west of River Race Drive between Purl Street to the south and Second Street to the north.

The proposed drainage plan addresses the stormwater management needs of Lots 1 through 18 through a system of inlet structures and conveyance piping that discharge to the municipal stormwater system located within the Purl Street right-of-way. A separate private stormwater connection agreement will be presented to the Board of Public Works and Safety at a later date.

Following its review and due consideration of the proposed design, the Goshen Engineering Department recommends that the Board of Public Works and Safety and the Stormwater Board approve the subdivision's drainage plan.

The record of acceptance shall reflect that the City of Goshen does not guarantee that the proposed drainage improvements will perform as designed by the developer's licensed professional engineer. Furthermore, the City assumes no liability associated with its acceptance of the drainage plan. Should the installed drainage improvements fail to perform adequately following construction, the developer and/or property owner shall be responsible for implementing corrective measures, as directed by the City, to address any identified deficiencies.

City of Goshen
Board of Works & Safety

Gina Leichty, Mayor

Mike Landis, Board Member

Orv Myers, Board Member

Barb Swartley, Board Member

Mary Nichols, Board Member



Rhonda L. Yoder, AICP
PLANNING & ZONING DEPARTMENT, CITY OF GOSHEN
204 East Jefferson Street, Suite 4 • Goshen, IN 46528-3405

Phone (574) 537-3815 • Fax (574) 533-8626 • TDD (574) 534-3185
rhondayoder@goshencity.com • goshen.in.gov

MEMORANDUM

To: Board of Public Works & Safety

From: Rhonda L. Yoder, Planning & Zoning Administrator

Date: June 25, 2026

RE: The Row on the Millrace - Acceptance of Subdivision Plat

The secondary subdivision for The Row on the Millrace, a major residential subdivision, has been submitted, with a total of 18 lots for attached single unit residential development, zoned Commercial B-2PUD (Planned Unit Development), part of Millrace Townhomes PUD. The subdivision is a replat of Mill Race Townhomes Primary Subdivision.

The subject property is generally located south of Monroe Street, north of Purl Street, on the west side of River Race Drive, and the east side of South Second Street.

The secondary subdivision is consistent with the primary subdivision approved by the Goshen Plan Commission on December 16, 2025, and meets the Zoning and Subdivision Ordinance and Millrace Townhome PUD requirements.

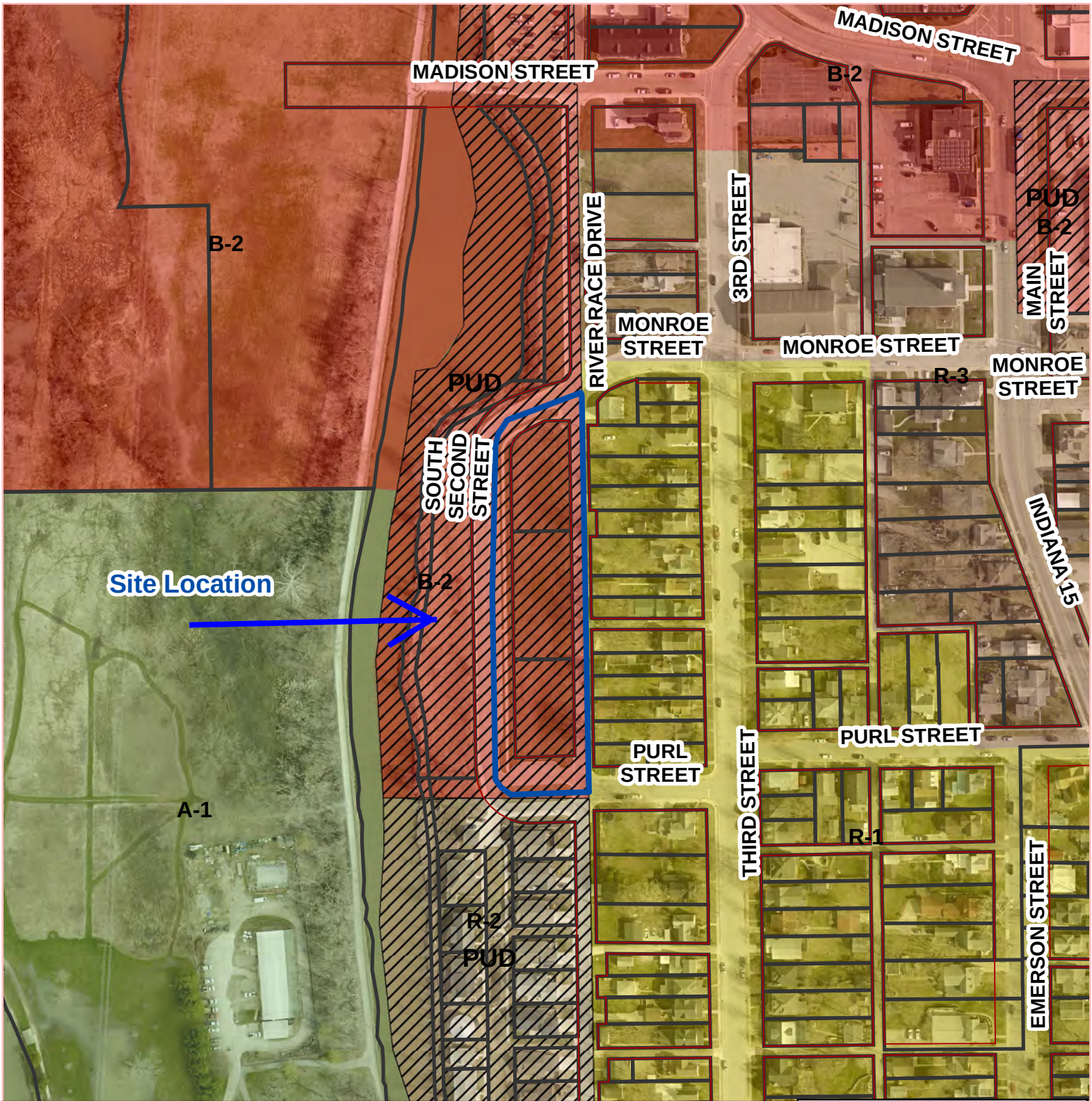
A letter regarding the subdivision drainage is being presented to the Board of Works on June 25, 2026.

Required infrastructure improvements are primarily the responsibility of the City of Goshen, based on a Redevelopment Agreement, so no surety/bond is required.

The plat includes a reduction of ± 0.04 acres of right of way along South Second Street that is being added to the subdivision lots, and includes a number of easements.

Please accept the subdivision plat for The Row on the Millrace with dedications and easements, and sign the plat.

Requested Motion: Move to accept the subdivision plat for The Row on the Millrace with dedications and easements.



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

The Row on the Millrace

2023 Aerial
Printed November 18, 2025

Feet
0 50 100 200
|-----|-----|-----|-----|

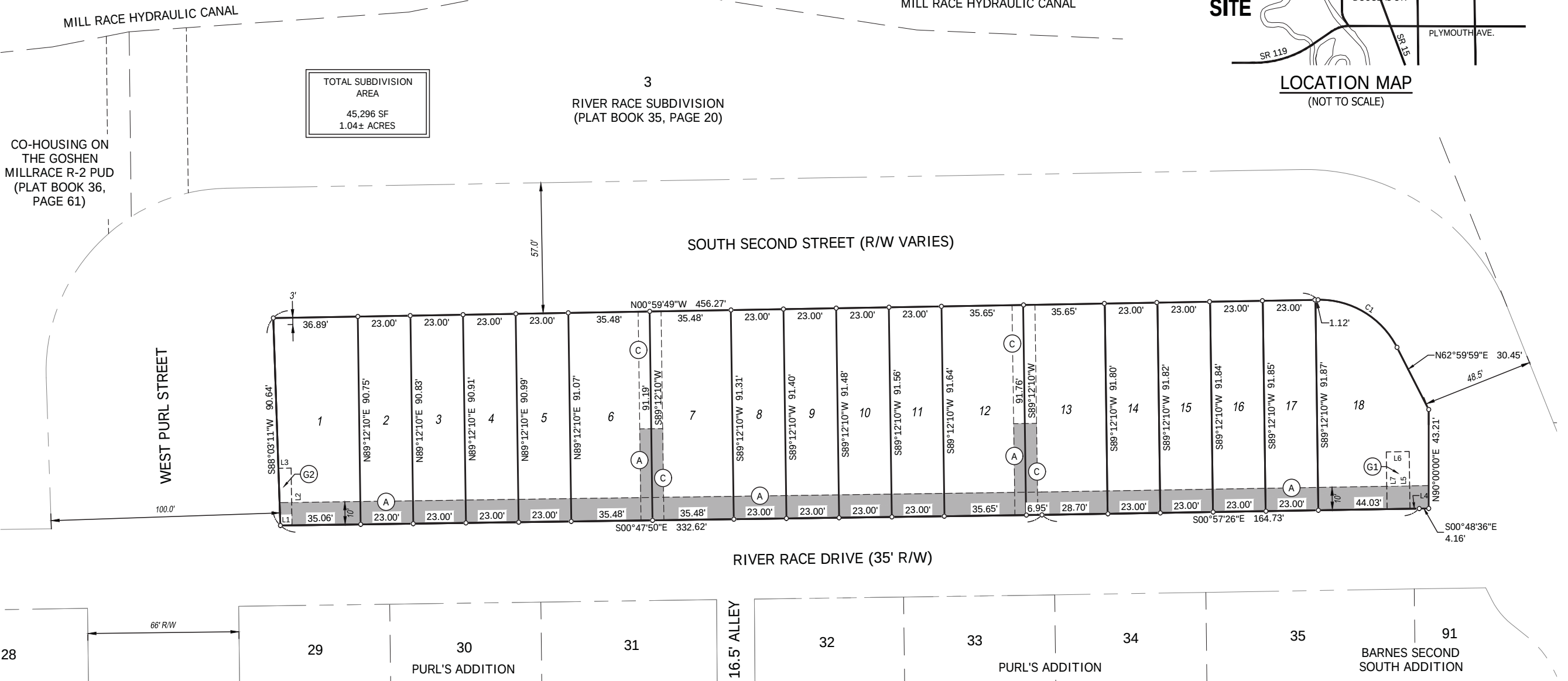
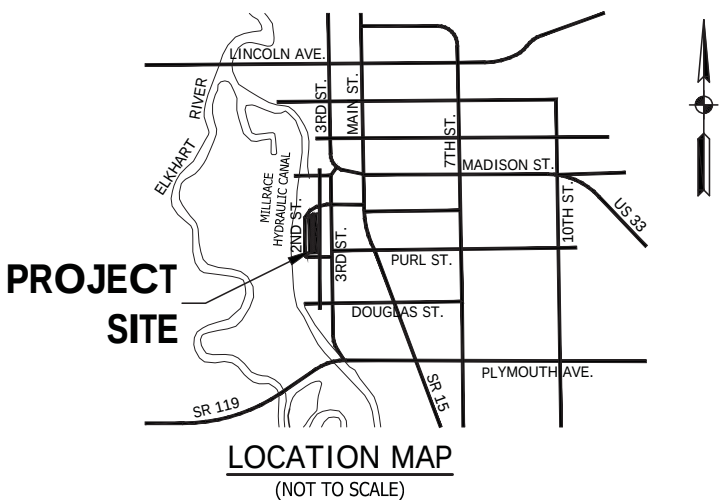
1 inch = 200 feet

The City of Goshen

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

THE ROW ON THE MILLRACE

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



LOT AREA TABLE		LOT AREA TABLE	
LOT No.	AREA (SF)	LOT No.	AREA (SF)
1	3,262	10	2,105
2	2,088	11	2,107
3	2,090	12	3,269
4	2,092	13	3,272
5	2,094	14	2,112
6	3,234	15	2,112
7	3,238	16	2,112
8	2,101	17	2,113
9	2,103	18	3,791

LINE TABLE		
LINE NO.	LENGTH	DIRECTION
L1	5.06'	N00° 47' 50"W
L2	25.00'	N89° 12' 10"E
L3	5.56'	S00° 47' 50"E
L4	4.00'	S00° 57' 26"E
L5	25.00'	S89° 12' 10"W
L6	10.00'	S00° 57' 26"E
L7	25.00'	S89° 12' 10"W

CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD
C1	42.44'	38.00'	63°59'48"	N31°00'05"E	40.27'

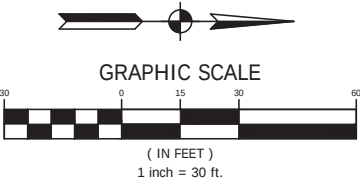
- LEGEND
- SET 5/8" REBAR W/YELLOW CAP "ABONMARCHÉ FIRM #0050"
 - Ⓐ UTILITY EASEMENT FOR THE BENEFIT OF CITY OF GOSHEN, NIPSCO GAS AND ELECTRIC, FRONTIER COMMUNICATIONS, NPTECH (NEW PARIS TELEPHONE), COMCAST, AND SHARED MAILBOXES FOR THE LOTS WITHIN THE SUBDIVISION
 - Ⓒ PROPOSED 10' DRAINAGE AND UTILITY EASEMENT (5' EACH SIDE OF PROPERTY LINE)
 - Ⓔ PROPOSED NIPSCO GAS EASEMENT (AT DISTANCES SHOWN)
 - Ⓔ PROPOSED NIPSCO GAS AND WATER SERVICE EASEMENT (AT DISTANCES SHOWN)

LEGAL DESCRIPTION
MILL RACE TOWNHOMES PRIMARY SUBDIVISION PHASE 1, PHASE 2 AND PHASE 3 AS RECORDED NOVEMBER 1, 2016 IN PLAT BOOK 36, PAGE 62 AS INSTRUMENT NUMBER 2016-22780 IN THE OFFICE OF THE RECORDER OF ELKHART COUNTY, INDIANA.

SETBACK NOTE
MINIMUM SETBACKS FOR FRONT, SIDE, AND REAR: ZERO (0) FEET

FLOOD NOTE
THE SUBJECT PLAT DOES NOT LIE WITHIN 1% ANNUAL CHANCE FLOOD (SPECIAL FLOOD HAZARD AREA) AS SCALED AND DEPICTED ON THE FEMA/FIRM COMMUNITY PANEL NUMBER 18039C0254D, EFFECTIVE MAP DATE: AUGUST 2, 2011.

EASEMENT NOTE
APPROVAL OF ADDITIONAL EASEMENTS AS DEFINED AND OUTLINED IN INSTRUMENT # _____.



ABONMARCHÉ

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

Surveying
Engineering
Architecture

© 2026 ABONMARCHÉ CONSULTANTS, INC.

THE ROW ON THE MILLRACE

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

CITY OF GOSHEN, INDIANA DRAINAGE MAINTENANCE STATEMENT

THE CITY OF GOSHEN, INDIANA IS A MUNICIPAL SEPARATE STORM SEWER (MS4) COMMUNITY GOVERNED BY INDIANA ADMINISTRATIVE CODE 327-15-13. THE CITY OF GOSHEN'S POST CONSTRUCTION STORM WATER ORDINANCE REQUIRES THE OWNER AND ITS ASSIGNS TO EXECUTE A STORM WATER MAINTENANCE COVENANT FOR THE OPERATION, MAINTENANCE, AND REPAIR OF ALL STORM WATER MANAGEMENT FACILITIES, AS DESCRIBED IN THE DEVELOPMENT'S "POST CONSTRUCTION STORM WATER MANAGEMENT PLAN". TO ADMINISTER THE "POST CONSTRUCTION STORM WATER MANAGEMENT PLAN", THE OWNER AND ITS ASSIGNS SHALL MAINTAIN AN ACCESS AND MAINTENANCE EASEMENT OVER THE STORM WATER SYSTEM AND A FUNDING MECHANISM FOR THE MAINTENANCE OF SAID STORM WATER SYSTEM. ANY CHANGES TO THE MAINTENANCE AGREEMENT BY THE DEVELOPMENT AND/OR THE ASSIGNS SHALL BE APPROVED BY THE DEPARTMENT OF STORM WATER MANAGEMENT AND THEN RECORDED WITH THE ELKHART COUNTY RECORDER.

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

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

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

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

AUDITOR

DULY ENTERED FOR TAXATION THIS DAY OF , 20 .
ELKHART COUNTY AUDITOR.
TIARA JACKSON

RECORDER

RECEIVED FOR RECORD THIS DAY OF , 20 .
AT ; AND RECORDED IN PLAT BOOK PAGE .
FEE: ELKHART COUNTY RECORDER.
KAALA BAKER

ACCEPTANCE OF DEDICATION

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

DAY OF , 20 .

GINA LEICHTY, MAYOR
MICHAEL A. LANDIS, MEMBER
MARY NICHOLS, MEMBER
ORV MYERS, MEMBER
BARB SWARTLEY, MEMBER

STATEMENT OF UTILITIES

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

PLAN COMMISSION STAFF APPROVAL

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

APPROVED BY THE ZONING ADMINISTRATOR ON BEHALF OF THE CITY PLAN COMMISSION ON THIS
DAY OF , 20 .

RHONDA YODER, ZONING ADMINISTRATOR

CERTIFICATE OF OWNERSHIP

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

WITNESS OUR HAND(S) AND SEAL(S) THIS DAY OF , 20 .

CITY OF GOSHEN, INDIANA DEPARTMENT OF REDEVELOPMENT
202 SOUTH FIFTH STREET
GOSHEN, IN 46528

BY:
BECKY HUTSELL
REDEVELOPMENT DIRECTOR

DEED OF DEDICATION

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

WITNESS OUR HAND(S) AND SEAL(S) THIS DAY OF , 20 .

CITY OF GOSHEN, INDIANA DEPARTMENT OF REDEVELOPMENT
202 SOUTH FIFTH STREET
GOSHEN, IN 46528

BY:
BECKY HUTSELL
REDEVELOPMENT DIRECTOR

NOTARY PUBLIC CERTIFICATE

STATE OF INDIANA)
COUNTY OF ELKHART)

SS:

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

WITNESS MY HAND AND SEAL THIS DAY OF , 20 .

APRIL 12, 2030
MY COMMISSION EXPIRES
NOTARY SIGNATURE
RESIDENT OF ELKHART COUNTY, INDIANA
M.HIRE
NOTARY PRINTED NAME
NP0740496
COMMISSION NUMBER



LAND SURVEYOR'S CERTIFICATE

I, CAMERON L. BERON, HEREBY CERTIFY THAT I AM A LAND SURVEYOR, LICENSED IN THE STATE OF INDIANA, AND DO HEREBY FURTHER CERTIFY THAT I HAVE SUPERVISED THE SURVEY OF THE PROPERTY DESCRIBED IN THE ABOVE CAPTIONED AND THAT THE SUBJECT PARCEL HAS BEEN DIVIDED THE SAME INTO BLOCKS AND LOTS AS SHOWN ON THE HEREON DRAWN PLAT. THIS PLAT, TO THE BEST OF MY KNOWLEDGE, CORRECTLY REPRESENTS SAID SURVEYS AND SUBDIVISION IN EVERY DETAIL. MONUMENTS ARE SHOWN IN PLACE AS LOCATED. ALL LOT CORNERS ARE MARKED WITH IRONS, DIMENSIONS ARE IN FEET AND DECIMAL PARTS THEREOF. THERE HAVE BEEN NO CHANGES IN THE LINES OR MATTERS OF THE PLAT OF PHASES 1, 2 & 3 OF MILL RACE TOWNHOMES PRIMARY SUBDIVISION (PLAT BOOK 36, PAGE 62) PERFORMED BY OTHERS IN THE OFFICE OF THE RECORDER OF ELKHART COUNTY, INDIANA IN INSTRUMENT NUMBER 2016-22780.

I, CAMERON L. BERON, AFFIRM, UNDER PENALTIES OF PERJURY, THAT I HAVE TAKEN REASONABLE CARE TO REDACT EACH SOCIAL SECURITY NUMBER IN THIS DOCUMENT, UNLESS REQUIRED BY LAW.
DATED THIS DAY OF , 20 .

CAMERON L. BERON, P.S.
PROFESSIONAL LAND SURVEYOR NO. 21900005
STATE OF INDIANA



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