



City of Goshen Board of Public Works & Safety

Regular Meeting Agenda

4:00 p.m., JULY 23, 2026

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

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

Call to Order by Mayor Gina Leichty

Approval of Minutes: July 2, 2026 Regular Meeting

Approval of Agenda

1) First Light Mission presentation: Awarding of the championship trophy to the Goshen Police Department for winning the First Light's Second Annual Homerun for Homeless softball tournament fundraiser at Cook Station Park in Millersburg on July 18, 2026

2) Police Department request: Approve the promotion of **Officer Noah Kiessling** from the position of Probationary Police Officer to the rank of Police Officer, retroactive to July 7, 2026

3) Police Department request: Approve the promotion of **Officer Ever Gutierrez-Franco** from the position of Probationary Police Officer to the rank of Police Officer, retroactive to July 14, 2026

4) Riding to Remember request: Approve the coordination and support for its 28th Annual **Riding to Remember Fallen Police Officer, Firefighter, and Veteran Charity Motorcycle Ride**, on Sunday, Sept. 7, 2026

5) Millstone Contractors request: Approve lane closure for maintenance work on two County Road 17 bridges, July 27-Aug. 1, 2026

6) Legal Department request: approve the **First Amendment to the Maintenance Agreement with Cherry Creek, LLC**, as presented and authorize the Mayor to execute the agreement on the City's behalf

7) Legal Department request: Approve and authorize Mayor Leichty to execute the **agreement with ACM Engineering & Environmental Services** for XRF Lead Paint Inspection of the water tower building located at 523 E. Jackson Street

8) Legal Department request: Approve and authorize Mayor Leichty to execute the **agreement with Cathy's Cleaning Service** for cleaning services for the Maintenance Building located at 610 E. Plymouth Avenue



9) Legal Department request: Accept the **Uniform Conflict of Interest Disclosure Statement** submitted by **Shane Heeter**

10) Engineering Department request: Move to approve **Change Order No. 9** in the amount of **\$104,252.50** to include a **pavement interlayer and improve drainage along East Lincoln Avenue**, improve the storm pipe and outfall at GDC, and install water main by directional drilling methods

11) Engineering Department request: Approve and authorize Mayor Leichty to execute Amendment No. 3, having a zero-dollar cost change, for the **design contract with Structurepoint** to increase the survey and construction phase services fees, and re-allocate unused right-of-way engineering funds, as detailed in the attached amendment

12) Engineering Department request: Approve the **release of the 3-year maintenance bond posted by Nuway Construction in the amount of \$249,880.04** and accept the Parks Maintenance Building project for permanent maintenance

Privilege of the Floor

Approval of Civil City and Utility Claims

Adjournment



CITY OF GOSHEN BOARD OF PUBLIC WORKS & SAFETY
MINUTES OF THE JULY 2, 2026 MEETING
Convened in the Goshen Police Building, 111 East Jefferson St., Goshen, Indiana

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

Absent: None

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

REVIEW/APPROVE MINUTES: Mayor Leichty presented the minutes of the June 25, 2026 meeting as prepared by the Clerk-Treasurer. **Board member Mary Nichols made a motion to approve the minutes as presented. Board member Orv Myers seconded the motion. The motion passed 5-0.**

REVIEW/APPROVE AGENDA: Mayor Leichty presented the agenda as prepared by the Clerk-Treasurer with the deletion of agenda item #6, *NIPSCO requests: Approve road closures for the NIPSCO Distribution Automation project, July 15, 2026 to Sept. 17, 2026 and the addition of agenda item #15, Engineering Department request: Approve the extension of the partial closure of Regent Street through Aug. 1, 2026 for the completion of road construction for the Cherry Creek Subdivision.* **Board member Mike Landis made a motion to approve the agenda as amended. Board member Barb Swartley seconded the motion. The motion passed 5-0.**

1) Police Department request: Accept the retirement of Assistant Chief Shawn Turner, effective July 8, 2026, with a final day of service on July 7, 2026

Police Chief Andy Stephenson asked the Board to accept the retirement of **Assistant Police Chief Shawn Turner**, effective July 8, 2026. His final day of service will be July 7, 2026.

Chief Stephenson said **Assistant Chief Turner** "has served the Goshen community with pride and courage for more than 30 years. He began his policing career with the Goshen Police Department in 1996 and progressed through various roles and ranks, culminating in his appointment as Assistant Chief of Police."

Chief Stephenson added, "Assistant Chief Turner's service and commitment to our department, the residents of Goshen, and the policing profession as a whole are greatly appreciated. We thank Assistant Chief Turner for his leadership, and we wish him the best as he enters retirement."

In his brief letter of resignation, **Assistant Chief Turner** wrote, "Please accept this letter as my formal notice of retirement, effective July 8th, 2026. My last working day is July 7th, 2026."

Landis/Swartley made a motion to accept the retirement of Assistant Police Chief Shawn Turner, effective July 8, 2026, with his final day of service on July 7, 2026. Motion passed 5-0.

2) College Farm Neighborhood request: Approve the closure of the 1800 block of South 13th Street and use of street barricades, 6:30-9 p.m., on Aug. 1, 2026 for the annual block party

On behalf of the College Farm Neighborhood, consisting of the area south of College Avenue from 12th Street to 15th Street, **Craig Yoder**, asked for permission to hold a Neighborhood Block Party in the 1800 block of South 13th Street, between Mervin Avenue and Leroy Street, on Saturday Aug. 1, 2026, from 6:30 to 9 p.m.

Yoder said the College Farm Neighborhood Committee requested this one block be closed during this time. If approved, **Yoder** asked that street barricades be dropped off at 13th Street and Leroy Avenue and at 13th Street and Mervin Avenue. He added that neighbors support the closure

In his written request to the Board, **Yoder** also asked for City staff representatives and or a police officer assigned to the neighborhood to stop by the party to be introduced to the residents. He said residents may want to ask questions or thank City staff for their efforts on behalf of the neighborhood.



Landis/Swartley made a motion to approve the closure of the 1800 block of South 13th Street, between Mervin Avenue and Leroy Street, on Saturday Aug. 1, 2026 from 6:30 to 9 p.m., for a neighborhood block party (and for the use of street barricades). Motion passed 5-0.

3) Center for Healing & Hope request: Approve the use of a City parking lot, street barricades, “no parking” signs and electricity for the annual Festival of Hope, August 8, 2026

Daniel Tackett, the Director of Marketing and Development for the Center for Healing & Hope, asked the Board to allow the use of the easternmost portion of the City parking lot located just north of Goshen Brewing Company, at 315 West Washington Street, for the Center's annual Festival of Hope from 5-9 p.m. on Aug. 8, 2026. He said the center held this event in the same location in the past with great success.

Tackett asked for closure of the lot from midnight to 11 p.m. on Aug. 8 to set up tents, tables, and chairs for nonprofits, children's activities, food vendors, and marketplace vendors and allow for foot traffic throughout this area of the parking lot. Goshen Brewing Company will be the host partner for the event and Terra Credit Union has offered the use of parking lot for festival parking; The event will begin long after the Goshen Farmers Market has closed. And the event will begin after a center neighbor, Snyder Paints, has closed for the day.

Tackett requested street barricades and orange safety cones to block off areas for the event. He requested “no parking” signs to be posted at all parking spots in the requested area the night before. He also requested access to the City-owned electrical outlets at the north end of the lot.

Tackett said he already conveyed his request to the City Street Department.

In response to a question from the Mayor, Tackett said the Center will be hosting a World Cup Watch Party, for the game between Mexico and England, at 8 p.m. this coming Sunday night.

Landis/Swartley made a motion to allow the use of a portion of the City parking lot located just north of Goshen Brewing Company, at 315 W. Washington, for the Center's annual Festival of Hope on Aug. 8, 2026. Motion passed 5-0.

4) Goshen Soccer Academy request: Allow Goshen Soccer Academy to close the center portions of the West Washington Street parking lot to stage a pickleball tournament from 8 a.m., Friday, August 28, 2026 through 9 p.m. Saturday, August 29, 2026

Thavisak “Tavi” Mounsithiraj, the owner and operator of the Goshen Soccer Academy, said that for the past four years he has organized a pickleball tournament in the parking lot by Goshen Brewery Company. He asked to do so again on Friday, Aug. 28 and Saturday, Aug. 29, 2026.

Mounsithiraj asked for permission to block off a portion of the parking lot starting at 8 a.m. on Aug. 28 and continuing until 9 p.m. on Aug. 29.

In a memorandum to the Board, Mounsithiraj wrote that pickleball is a sport that is a combination of tennis, badminton and ping pong and it is one of the fastest growing sports in the country. He added that he organized this event on the cobblestone parking lot “because we want this to be the toughest pickleball tournament in the country.”

Landis/Swartley made a motion to allow Goshen Soccer Academy to close the center portions of the West Washington Street parking lot to stage a pickleball tournament from 8 a.m. on Aug. 28, 2026 through 9 p.m. on Aug. 29, 2026. Motion passed 5-0.

5) Dutch Maid Bakery & Café request: Approve installation of a Mechanical Grease Trap to meet the requirements set forth by Goshen Water & Sewer

Ben Haviland and Deb Jones, owners of Dutch Maid Bakery & Café, requested permission to install a mechanical grease trap to meet the requirements set forth by Goshen Water & Sewer calculations, a copy of which was included in the Board's agenda packet.



In their written request, they said the restaurant wants to install an automatic grease interceptor in the basement of its new location at 113 East Lincoln Ave. They wrote that the restaurant plans to use a 50 gallon per minute model, which exceeds the City's 35 gallon per minute grease trap requirement.

Landis/Swartley made a motion to give Dutch Maid Bakery & Café permission to install a mechanical grease trap to meet the requirements set forth by Goshen Water & Sewer calculations. Motion passed 5-0.

6) Surf Internet request: Approve the closure of the alley just south of Lincoln Avenue on July 6, 2026 for the placement of a duct to service 114 Lincoln Avenue

Pat McCauley, Senior Director of Outside Plant Construction for Surf Internet, said the company wants to place a duct to service 114 Lincoln Ave. The open cut will be done in the alley just south of Lincoln Avenue, so an alley closure is requested for work on July 6, 2026.

McCauley provided a drawing for the open cut and a traffic control plan. He indicated Surf does not foresee this taking more than one day (6 hours) to complete, but there could be an extra day if complications arise.

Landis/Swartley made a motion to allow the closure of the alley adjacent to 114 Lincoln Avenue to allow placement of a duct on July 6, 2026. Motion passed 5-0.

7) Kauffman Construction LLC request: Approve the temporary closure of the sidewalk in front of the Venturi, 119 East Lincoln Ave., from July 6-24, 2026 to replace a water service line to the building

Nate Kauffman, owner of Kauffman Construction, requested permission to close the sidewalk in front of the Venturi Building, 119 E. Lincoln Ave., from July 13 to July 24, 2026 to replace a water service line to the building. In his written request, **Kauffman** indicated the company will provide appropriate signage, cones, and caution tape and ensure continued access for emergency services and any affected residents, tenants and customers of businesses, as needed. He wrote that all required safety and compliance measures would be followed.

Landis/Swartley made a motion to give Kauffman Construction permission to temporarily close the sidewalk in front of the Venturi Building, 119 E Lincoln Ave., from July 13 to July 24, 2026 to replace a water service line to the building. Motion passed 5-0.

8) Legal Department request: Approve and authorize the Mayor to execute Amendment No. 2 to the August 1, 2022 Agreement with D.A. Dodd, LLC for HVAC maintenance and equipment replacement at the Goshen Police Building

Shannon Marks, the Legal Compliance Administrator for the City Legal Department, recommended that the Board approve and authorize the Mayor to execute Amendment No. 2 to the Aug. 1, 2022 agreement with D.A. Dodd, LLC for HVAC maintenance and equipment replacement at the Goshen Police and Court Building.

Under this amendment, **Marks** said D.A. Dodd will remove existing HVAC equipment and install new equipment. The total cost for this work will be \$24,723.68. She said the work would be completed within 60 days.

In addition, **Marks** said this amendment updates the maintenance service schedules under the original agreement to remove the decommissioned equipment and add the new installed equipment.

Board member Landis said the last time the HVAC system was replaced, the humidity control was bad. He asked if it would be better this time. He was advised it should be better.

Landis/Swartley made a motion to approve and authorize the Mayor to execute Amendment No. 2 to the Aug. 1, 2022 agreement with D.A. Dodd, LLC for HVAC maintenance and equipment replacement at the Goshen Police Building. Motion passed 5-0.



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

City Civil Engineer Brad Minnick told the Board The Elephant Bar, 227 South Main Street, has provided a sufficient Temporary Outdoor Seating in the Public Right-of-way application for 2026. He said the Elephant Bar's proposed outdoor seating 2026 setup is the same as previous years, and the City is unaware of any complaints about it. Minnick recommended approval of The Elephant Bar's Outdoor Seating in the Public Right-of-way application through Oct. 30, 2026.

Landis/Swartley made a motion permit The Elephant Bar to install outdoor seating as detailed and in accordance with the requirements contained in the Temporary Outdoor Seating in Public Right-of-way application through Oct. 30, 2026. Motion passed 5-0.

10) Engineering Department request: Approve Change Order No. 2 for the Downtown Vault Assessment & Closure Project for (Undistributed) Tree Root Removal and (Undistributed) Special Services for \$22,000

City Director of Public Works & Utilities Dustin Sailor said the City has participated in four downtown vault closures during 2026. However, as this work has progressed, Sailor said unforeseen conditions within the former right-of-way have been encountered and are expected to continue, requiring additional expense by the contractor. In a memorandum to the Board, Sailor wrote that because the nature and extent of these conditions cannot be fully identified in advance, the associated work cannot be accurately itemized. So, Change Order No. 2 includes an "Undistributed" Special Services item in the amount of \$20,000 to address these unanticipated conditions.

In addition, Sailor wrote that the project has encountered tree roots requiring removal within the work area. While this work can be directly tracked and accounted for, it was not anticipated in the original bid. So, an "Undistributed" Tree Root Removal item was added to the contract in the amount of \$2,000.

Sailor further wrote that this work will be compensated at the contractor's established hourly labor rate and used only as necessary. The current contract amount, accounting for prior change orders, is \$192,100. Change Order No. 2 increases the total contract by \$22,000, for a revised contract amount of \$214,100, which represents a 12.33% increase over the original contract amount.

Landis/Swartley made a motion to approve Change Order No. 2 for the Downtown Vault Assessment & Closure Project for (Undistributed) Tree Root Removal and (Undistributed) Special Services in the amount of \$22,000. Motion passed 5-0.

11) Engineering Department request: Approve the installation of two Rectangular Rapid Flashing Beacons and pavement markings through INDOT's Permit process on SR 15 at the Goshen Library crosswalk

City Civil Engineer Brad Minnick said the City received a request from Ashley McIntyre, on March 17, 2026, to add yellow flashing lights near the pedestrian crossing at SR 15/Main Street for Goshen Library patrons.

If approved by the Board, Minnick said a permit would be filed with the Indiana Department of Transportation (INDOT) requesting permission for Goshen to upgrade the existing sign to a Rectangular Rapid Flashing Beacon (RRFB) and the crosswalk markings as detailed in the Board's agenda packet.

Minnick said INDOT does not have any current local projects to add this work to. He said INDOT is exploring a statewide RRFB installation package in 2029.

Minnick said the estimated cost for this 2027 work will be \$15,500 for contractor installation, through a Request for Quote. This recommended action was provided by the Traffic Commission at its May 2, 2026 meeting, including the exploration of alternative funding sources including Michiana Area Council of Governments (MACOG) and INDOT.



Landis/Swartley made a motion to approve the installation of two Rectangular Rapid Flashing Beacons and pavement markings through INDOT's Permit process on SR 15 at the Goshen Library crosswalk. The motion passed 5-0.

12) Engineering Department request: Approve the installation of six "City Ordinance Engine Braking Prohibited" signs as shown in the attached exhibits, along SR 15/Main Street through INDOT's Permit process, and along Kercher Road within the City Limits

City Civil Engineer Brad Minnick said the Engineering Department received a request from Paul Stauffer of Goshen on April 1, 2026, to add "Engine Braking Prohibited" signs along SR 15/Main Street between Mill Street and Johnston Street. Additionally, Minnick, said on April 13, 2026, Councilor Linda Gerber requested the same sign type be installed approaching the intersection of South Main Street and Kercher Road.

If approved, Minnick said the City Street Department would install the signs within the City limits on Kercher Road. For the SR 15/Main Street installations, a permit would be filed with INDOT requesting permission for the City to install the same signs along SR 15/Main Street.

Landis/Swartley approve made a motion to approve the installation of six "City Ordinance Engine Braking Prohibited" signs, as shown in the documents provided to the Board, along SR 15/Main Street through INDOT's Permit process, and along Kercher Road within City Limits. Motion passed 5-0.

13) Engineering Department request: Approve the installation of six short-term parking signs at various locations designated in the attached exhibit, along Main Street, between Jefferson Street and Pike Street

City Civil Engineer Brad Minnick said the Engineering Department received a request from Justin Bell, president of the Downtown Economic Improvement District, on April 13, 2026, to add "30 Minute Parking 8 a.m. - 5 p.m." signage per Indiana Manual of Uniform Traffic Control Devices, R7-200, to six (6) regular parking stalls downtown. Minnick said several downtown businesses have signed a petition in support of the proposed short-term parking sign installations. If approved, the installation would be completed by the Goshen Street Department.

Landis/Swartley made a motion to approve the installation of six short-term parking signs at various locations designated, in documents provided to the Board, along Main Street, between Jefferson Street and Pike Street. Motion passed 5-0.

14) Engineering Department request: Approve the lowering of the water level in the Millrace Canal from July 6-20, 2026

City Civil Engineer Brad Minnick said that as part of the bridge inspections for the 2026-0003 Goshen Biennial Bridge Inspection Program, the consultant has requested the water level in the Millrace Canal be lowered during the inspection process.

Minnick said the lowered water level is typical for the inspection of three bridges and allows for a more detailed inspection of each bridge's substructure and supports. To accommodate the consultant's bridge inspections and to allow for adequate time to lower and later raise the water level, the Engineering Department asked the Board to approve the lowering of the water level in the Millrace Canal from July 6-20, 2026.

Mayor Leichty asked about timeline and asked if the water could be lowered for a shorter period. Minnick said the City worked with the consultant and arranged for the closure after the July 4th holiday. The Mayor said the canal is a good source of recreation for the community, especially for people who love to use their kayaks in it, and it was a shame to have it closed for such a long period. Minnick said the hope will be to finish work the week of July 13.

Landis/Swartley made a motion to approve the lowering of the water level in the Millrace Canal from July 6-20, 2026. Motion passed 5-0.



15) Engineering Department request: Approve the extension of the partial closure of Regent Street through Aug. 1, 2026 for the completion of road construction for the Cherry Creek Subdivision

NOTE: Before the meeting, City Director of Public Works & Utilities Dustin Sailor distributed a memorandum to Board members for this added agenda item and requested an extension of the closure of Regent Street (**EXHIBIT #1**).

City Director of Public Works & Utilities Dustin Sailor said Niblock Excavating, Inc. has requested an extension of the approved road closure on Regent Street, from Weymouth Boulevard to Waterford Mills Parkway.

Sailor said that due to an unforeseen utility conflict Frontier fiber facilities were found to be installed at a shallower depth than required by City standards, requiring relocation before roadway construction could continue. He said this has delayed Niblock Excavating's work until Frontier can complete the necessary utility relocations.

Sailor said the road closure is requested to be extended through Friday, Aug. 1, 2026, to allow the remaining road construction operations for the Cherry Creek subdivision to be completed, weather permitting.

Landis/Swartley made a motion to approve the extension of the road closure on Regent Street through Aug. 1, 2026, to allow the remaining road construction operations for the Cherry Creek subdivision to be completed. The motion passed 5-0.

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

Mayor Leichty opened Privilege of the Floor at 4:30 p.m.

Marvin Shepherd, Superintendent of the City Water Treatment and Sewer Department, requested the following:

16) Water & Sewer Department request: Approve the partial closure of Lincoln Avenue and the sidewalk in front of Venturi, 119 E Lincoln Ave., July 7-10, for City work

Marvin Shepherd, Superintendent of the City Water Treatment and Sewer Department, requested the partial closure of the Lincoln Avenue and sidewalk in front of Venturi, 119 E Lincoln Ave., July 7-10, for underground excavation to check the service material that was used for the water service.

Shepherd said if the pipes are galvanized, a City crew would replace them. He said, "Best scenario is we get down there, there's copper, and then we're done. We just fill it back in. Worst case scenario, we see galvanized (pipe) and we'll have to go to the north side of Lincoln, where the water main is, and dig a hole there, shoot a line across, and then hook that back up."

Shepherd said the City wants to complete this work before Kauffman Construction closes the sidewalk in front of Venturi, from July 13 to July 24, to replace the water service line to the building.

Landis/Swartley made a motion to approve the partial closure of the Lincoln Avenue and sidewalk in front of Venturi, 119 E Lincoln Ave., July 7-10 for work by the City Water Department. Motion passed 5-0.

Ashley Woodford, coordinator for Lacasa's Real Estate Development Team, made the following request:

17) Lacasa request: Approve the temporary closure of the alley located east of the Shoots Building thru July 10, 2026 so a lift can be used in the alley to complete exterior window work

At the Board's last meeting, **Ashley Woodford, coordinator for Lacasa's Real Estate Development Team,** requested the temporary closure of the alley located east of the Shoots Building, 112 East Lincoln Ave., from Friday, June 26 through Thursday July 2, 2026.

Woodford said his closure was necessary for the safety of Lacasa workers while utilizing a lift to complete exterior window work on the building. She said Lacasa would coordinate alternate arrangements for trash pickup and ADEC drop-offs during this time to minimize any disruption.



Woodford appeared before the Board at this meeting, during Privilege of the Floor, to request an extension of the alley closure to July 10th. She said this was needed because a heat advisory this week did not permit Lacasa's workers to safely spend as much time outdoors on the lift as they had hoped.

Landis/Swartley made a motion to approve the temporary closure of the alley located east of the Shoots Building, 112 East Lincoln Ave., through July 10, 2026, for the placement of a lift for exterior window work with Surf Internet having the priority to first complete its work in the alley. Motion passed 5-0.

There were no further comments, so Mayor Leichty closed the public comment period at 4:35 p.m.

At 4:35 p.m., Mayor Leichty paused the Board of Public Works & Safety meeting and convened Review/Compliance hearings for Building Commissioner orders.

REVIEW/COMPLIANCE HEARINGS FOR BUILDING COMMISSIONER ORDERS

4:00 p.m., July 2, 2026

Members: Mayor Leichty, Mike Landis, Orv Myers, Mary Nichols, Barb Swartley

18) Unsafe Building hearing: 211 S. 5th Street (the Janus Motorcycles building), due to the condition of its vault (William Stephen Fiedeke and Moped Jockeys, LLC, property owners)

At 4:35 p.m., Mayor Leichty convened a public hearing on 211 S. 5th Street, due to condition of the underground vault (William Stephen Fiedeke and Moped Jockeys, LLC, property owners).

BACKGROUND:

In a July 2, 2026 memorandum, **Assistant City Attorney Don Shuler** informed the Board that a hearing would be held before the Board to consider an Order of the City of Goshen Building Commissioner that was issued on June 8, 2026 for the property at 211 S. 5th Street. Specifically, he wrote that the Order "addressed the vault at the property, identified multiple violations of Goshen City Code as to the condition of the vault, and ordered that the vault be repaired and rehabilitated, or closed, within sixty (60) days."

Shuler wrote that the hearing was to review the Building Commissioner's Order. He wrote the Board could receive reports, evidence, and arguments from the Building Department, the property owner, City staff, and any other individual wishing to speak to the property. Based on the findings the Board could:

1. Continue the matter for further review
2. Modify the Order
3. Rescind the Order
4. Affirm the Order and, if warranted, impose a civil penalty if the Board specifically finds that there has been a willful failure to comply.
5. Take any other action permitted by law to address the unsafe premises, such as authorizing action for receivership or other legal action.

For any action resulting in an Order, **Shuler** wrote the Board should make specific findings in support.

On June 8, 2026, **City Building Commissioner Myron Grise issued an Unsafe Building Enforcement Authority Compliance Order** for 211 South 5th Street.



Commissioner Grise wrote that the property owner was in violation of the City of Goshen Neighborhood Preservation Ordinance, codified at Goshen City Code § 6.3.1. He cited the following violations of Goshen City Code Title 6, Article 3, Chapter 1:

1. The building's vault foundation has not been kept reasonably weather tight and rodent proof; the vault foundation system is not firmly supported and free from open cracks and breaks; and the vault foundation system is not capable of supporting all nominal loads and resisting all load effects; all in violation of Goshen City Code§ 6.3.1.l(b).

2. Concrete on the real estate has significant fractures, fissures, and exposed reinforcement that creates a hazardous condition, in violation of Goshen City Code§ 6.3.1. lU).

3. The building's vault has structural members that have not been maintained so that such members safely support all live and dead loads for the purpose for which the structural members were intended, in violation of Goshen City Code§ 6.3.1.1(1).

4. One or more sidewalks and/ or walkways have not been kept in a proper state of repair and are hazardous to the public, in violation of Goshen City Code § 6.3.1. l(o).

5. The vault and/ or building on the structure is in a condition that is likely to partially or completely collapse due to dilapidation, deterioration, or decay, or the deterioration, decay, or inadequacy of its foundation, in violation of Goshen City Code§ 6.3.1.l(r).

6. Exterior walls are not free of holes, cracks, breaks, or loose or rotting materials; exterior walls are not properly anchored; the exterior walls do not provide proper support for the vault; all in violation of Goshen City Code§ 6.3.1. l(s).

7. The building, specifically the building's vault, has more than either 33% damage or deterioration of its supporting member or members, or 50% damage or deterioration of its non-supporting members, enclosings, or outside walls or coverings, all in violation of Goshen City Code§ 6.3.1.l(t).

8. The building, specifically the building's vault, does not have 66% or more of the strength, fire resisting qualities or characteristics, or weather resisting qualities or characteristics required by law in the case of newly constructed building of like area, height, or occupancy in the same location, in violation of Goshen City Code § 6.3.1.l(u).

9. The anchorage of the floor or roof to the walls or columns and of the walls and columns to foundations on the building, and specifically the building's vault, is not capable of resisting all nominal loads or load effects, in violation of Goshen City Code§ 6.3.1.l(y).

10. The stress in materials, a member, or any portion of the building, and specifically the building's vault, is more than one and one-half times the working stress or stresses allowed for new buildings of similar structure, purpose or location, in violation of Goshen City Code§ 6.3.1.9(c).

The building, and specifically the building's vault, on the real estate has not been maintained in a manner that is compliant with the minimum standards for all structures for purposes of health and safety and is therefore unsafe within the meaning of I.C. § 36-7-9-4(a)(5). **In addition, the condition of the vault and foundation renders the structure an unsafe building** within the meaning of I.C. § 36-7-9-4(a)(1).

Commissioner Grise ordered the property owner to "repair, rehabilitate, or close the building's vault at the real estate so as to eliminate the unsafe conditions identified in this Order, to restore adequate structural support, and to otherwise bring the structure into compliance with the minimum standards under the Neighborhood Preservation Ordinance. The required work must include attaining all proper permits, inspections, and address all listed violations, building conditions, and property conditions contained in this Order."



Commissioner Grise ordered the property owner “to make a substantial beginning toward the action required by this Order within thirty (30) days after notice of this Order is given and to complete all action required by this Order within sixty (60) days after notice of this Order is given.

Commissioner Grise notified the property owner that a failure to comply could result in the City of Goshen “taking action to complete the required work and bill the owner for the costs of such work, including, the actual costs of the work performed and an amount equal to the average processing expense the City will incur in pursuing this matter. Such amounts can become a lien upon the real estate and can ultimately be enforced in the same manner as any other judgment.”

Commissioner Grise also notified the property owner that a hearing would be held before the Board of Public Works and Safety on July 2, 2026 to review the Order of the City of Goshen Building Commissioner.

DISCUSSION AND OUTCOME OF COMPLIANCE REVIEW HEARING ON JULY 2, 2026:

At 4:35 p.m., Mayor Leichty convened a compliance review hearing for the property at 211 S. 5th Street, due to condition of a vault (William Stephen Fiedeke and Moped Jockeys, LLC, property owners).

Present at the hearing were: Board members Leichty, Landis, Myers, Nichols and Swartley; Assistant City Attorney Don Shuler; City Building Commissioner Myron Grise; City Commercial Building Inspector Alejandro Castaneda and Grant Longenbaugh and Richard Worsham, representing the occupant and property purchaser.

The Mayor invited a presentation from Assistant City Attorney Don Shuler.

Shuler provided a comprehensive report on the vault at 211 South 5th Street using a 15-slide PowerPoint presentation (**EXHIBIT #2**).

Shuler discussed the location of the property and said the owner of record, William Stephen Fiedeke, has died and that Moped Jockeys, LLC is now the land purchaser. He said the property was part of the owner’s estate.

Shuler said **City Commercial Building Inspector Alejandro Castaneda** would deliver a report about the condition of the vault on the property. He said representatives of the owner also would provide information.

Castaneda said he inspected the property and identified the following issues:

- Reinforced-concrete ceiling and beams are fracturing and spalling, with reinforcement exposed and original formwork is no longer attached.
- Concrete has fallen to the vault floor, and the ceiling is presently carried by temporary steel jack posts, which is a temporary fix.
- Exterior/vault walls and the floor-to-wall and wall-to-foundation anchorage no longer reliably resist nominal loads.
- Based on these conditions, the City has concluded the vault an unsafe building under I.C. § 36-7-9-4(a)(1) (impaired structural condition) and (a)(5) (dangerous due to code violation).

Castaneda said the Building Commission sent a letter notifying the property owner of 10 violations of the Neighborhood Preservation Ordinance because of the condition of the vault.

Castaneda then displayed and discussed eight PowerPoint slides with photographs that documented the following conditions in the vault:

Beam–column joint: spalling and exposed rebar – Concrete has broken away at a beam–column joint, exposing the reinforcing steel beneath. Loss of cover at the connections corrodes the steel and weakens the frame.

Fallen concrete debris on the vault floor – Concrete that has fallen from the ceiling and beams litters the vault floor — evidence the structure is actively shedding material overhead.



Delaminated ceiling slab – The ceiling slab is delaminating, with layers of concrete separating and breaking free. The reinforcement no longer bonds reliably to the concrete around it.

Deteriorated ceiling framing on interim shoring – The ceiling framing has deteriorated to the point that temporary shoring now carries the load the framing was built to support.

Ceiling beam carried by temporary posts – A ceiling beam rests on temporary steel posts. Like the rest of the shoring, this is a stopgap holding the structure in place until the vault is closed.

Spalled concrete beam – A primary concrete beam has spalled along its length, shedding cover and exposing the steel within. A beam in this condition can no longer be relied on to carry its design load.

Ceiling-beam deterioration at the corner – Deterioration extends into the ceiling framing at the corner, where beams meet the wall. Damage at these connections undermines the way loads transfer through the structure.

Vault interior and access – A general view of the vault interior, reached by ladder through a floor hatch. Temporary posts and a deteriorated ceiling are visible throughout the space.

In response to questions from **Board member Landis, Castaneda** said the vault is about 29 feet in length, 28 feet in width and about 12 feet high. He said it is beneath the Janus Motorcycles building and is entirely on private property.

Assistant City Attorney Shuler said that following Castaneda's inspection and findings, **Building Commissioner Grise** issued an order on June 8, 2026 under the Indiana Unsafe Building Law (I.C. § 36-7-9) and the City's Neighborhood Preservation Ordinance.

In the order, **Grise stated that the vault was an unsafe building** because its condition failed to meet the minimum health-and-safety standards and the deteriorated vault and foundation rendered the vault structure to be an impaired structural condition making it unsafe to persons and property. Grise ordered that the property owner repair, rehabilitate, or close the vault to eliminate the unsafe conditions and restore adequate structural support — obtaining all permits and inspections – starting work within 30 days and completing it within 60 days.

Shuler said that since Building Commissioner Grise's order was issued, the City has been in contact with the Janus building occupant and land contract purchaser who are seeking contractor quotes to close the vault. He said they are concerned the closure may exceed the 60-day deadline and have asked if the schedule can be modified. Shuler said the Building Department is willing to set a reasonable timeline as long as progress is being made to close the vault.

Shuler said City staff recommended the following Board findings and order:

- **Affirm the Building Commissioner's June 8, 2026 Order** and find the vault an unsafe building;
- **Require the owner, within 30 days, to submit a written contractor proposal** and a closure timeline, and to apply for all required permits;
- **Set the vault closure for completion within 120 days**, with the Board reserving authority to extend upon a demonstrated, reasonable showing of progress;
- **Require the interim shoring to be maintained and loading and access over the vault restricted** until closure is complete; and
- **And direct and authorize Staff to administer the schedule** and return the matter to the Board if progress stalls.

Shuler said representatives of the occupant and purchaser were present to address the proposed order.

Grant Longenbaugh said he formerly was employed by Janus Motorcycles and is one-third business owner of the building. He said a representative of Yaw Construction visited the vault today and will be preparing a quote. He said two weeks ago an engineer prepared a report on the condition of the vault.



Longenbaugh said there is a potential buyer of the building who is interested in paying to fill the vault, but a sale has not been arranged. He said the vault is large and will be expensive to fill. He also said he hopes the purchase can be completed by the end of the year.

In response to Board questions, **Longenbaugh** said that work is continuing to determine exactly what work will need to be done to fill the vault. He said the owners would seek the City's approval of those plans.

In response to Board questions, **Building Commissioner Grise** said the City would be monitoring the work to ensure it is done correctly. He said, "there's all kinds of weight over that all the time. We go by trailers full of motorcycles. We'll see food trucks over there, and I know that they're trying to keep it away from that ... And I'm just concerned. And it's right next to the alley; they are by the Police Department."

Given concerns about a possible collapse of the vault, **Board member Landis** asked if there should be a recommendation that the area above the vault should not be used to park or store vehicles. **Grise** said the vault is on private property, but the area on top of it "shouldn't be used. I agree with that."

Mayor Leichty said it might not be possible to enter the building without walking over the vault but she said it would be better to not drive near the vault. She asked whether weight restrictions would be feasible.

Richard Worsham, the CEO and founder of Janus Motorcycles, said vehicles, trailers or food trucks are no longer parked over the vault; some picnic tables are being used to block the area over the vault. In the interim, he said Janus could paint over the asphalt to indicate that the area must remain vacant.

Mayor Leichty commented on the City's efforts to fill downtown vaults to enhance safety and that staff members have long known that the Janus vault existed. However, unlike many other businesses downtown, the Janus vault is entirely on private property. "In every other case with vaults, there has been some form of public assistance in order to be able to help the business owner achieve our desired safety outcomes, and in this case, we are prohibited for making that funding available.

"So, this is purely an enforcement action where there isn't a shared cost with the City, which puts an extra burden on this particular property," the **Mayor** said. "So, I would encourage the Board to factor that into our thinking about the (repair) timeline as they're financing this repair 100% on their own and have shown a good faith effort in trying to identify some resources. But it's definitely something that we want to see remedied, so that it can continue to be a useful space for them and a safe space for people to enter."

Mayor Leichty asked if the Board had flexibility in setting the timeline for filling the vault. **Assistant City Attorney Shuler** said the Board could modify the timeline. The Mayor asked Janus representatives for their desired time frame for filling the vault.

Worsham said, "We are in the process of getting these quotes, so we don't really know the availability of the contractors to get the work done. I'll just make sure that you all know that we're dedicated to making sure that this gets taken care of. This is something that, should we sell the building, needs to be done. So, tentatively, the 120 days is I would assume likely possible with contractors, but just with our pending sale, we just ask that you review our schedule once we have it and keep the communication open. That sounds fair."

Mayor Leichty asked if requiring the vault to be filled in 120 days was agreeable. **Worsham** said it would depend on the contractor's quote and the work schedule they receive. He said Janus would work the timing out with the City.

Board member Landis and the **Mayor** discussed the timing of the order. **Assistant City Attorney Shuler** clarified the timing required by state law and the authority of the Board to either affirm the Building Commissioner's order or to modify it by giving the property owner more time to comply with oversight by the Building Department.

Board members discussed the options on actions to take.



Mayor Leichty then made a motion to affirm the Building Commissioner's order as presented, adopt the findings and encourage staff members to administer the compliance schedule. Board member Landis seconded the motion.

Before the vote on the motion, **Grant Longenbaugh** asked if there would be any flexibility in the timing of the vault work because the owners haven't received a quote or schedule for the work. So, a 120-day timeline may not be possible, and Longenbaugh asked if the City would extend the deadline if the owners demonstrated a reasonable showing of progress over the next few months.

Mayor Leichty said that was "a fair caveat."

The Board then passed the motion on a 5-0 vote.

19) Unsafe Building hearing: 711 E. Jefferson Street, due to public nuisance conditions and unsafe accessory structure (D.L. Strycker , property owner)

At 5:05 pm., Mayor Leichty convened a public hearing on a compliance order for 711 E. Jefferson Street.

BACKGROUND:

In a July 2, 2026 memorandum, **Assistant City Attorney Don Shuler** informed the Board that a hearing would be held before the Board to consider an Order of the City of Goshen Building Commissioner that was issued on June 8, 2026 for the property at 711 E. Jefferson Street. Specifically, he wrote that the Order addressed two public nuisance conditions as well as an unsafe accessory structure on the property. The Order required that the nuisance conditions be abated, and that the accessory structure be repaired or demolished, within sixty (60) days.

Shuler wrote that the hearing was to review the Building Commissioner's Order. He wrote the Board could receive reports, evidence, and arguments from the Building Department, the property owner, City staff, and any other individual wishing to speak to the property. Based on the findings the Board could:

1. Continue the matter for further review.
2. Modify the Order.
3. Rescind the Order.
4. Affirm the Order and, if warranted, impose a civil penalty if the Board specifically finds that there has been a willful failure to comply.
5. Take any other action permitted by law to address the unsafe premises, such as authorizing action for receivership or other legal action.

For any action resulting in an Order, **Shuler** wrote the Board should make specific findings in support.

On June 8, 2026, **City Building Commissioner Myron Grise** issued an **Unsafe Building Enforcement Authority Order for 711 East Jefferson Street.**

Commissioner Grise wrote that the property owner was in violation of the **City of Goshen Public Nuisance Ordinance, codified at Goshen City Code § 6.3.1.** He wrote that the following violations existed:

A. Public Nuisance

- 1) There has accumulated, outside any enclosed structure and primarily at the rear of the premises, a quantity of brush, scrap wood and lumber, scrap metal, discarded tires, furniture and household items, concrete block, and similar debris, providing harborage for rodents and insects and maintained in an unsanitary condition. This condition constitutes a public nuisance generally under§ 6.10.2.(c) and more specifically under§§ 6.10.2.1(c)(2),(4), (5), and (11).



2) An inoperable GMC pickup truck is situated at the rear of the premises, with an attached or detached plow blade, immobile and surrounded by vegetative overgrowth, in a location visible from adjoining property. This condition constitutes a public nuisance generally under § 6.10.2.1(c), and, to the extent that the vehicle and its appurtenances have deteriorated to scrap, under § 6.10.2.1(c)(5).

The foregoing conditions, individually and collectively, constitute the having, maintaining, or allowing of a public nuisance on the premises in violation of Goshen City Code § 6.10.2.4.

B. Unsafe Building

1) The accessory structure at the rear of the premises is in a state of advanced deterioration, including a failing roof and partially collapsed wall sections, with associated structural debris accumulated around it.

The accessory structure is an unsafe building within the meaning of Indiana Code § 36-7-9-4, in that it has an impaired structural condition that makes it unsafe to persons or property per I.C. § 36-7-9-4(a)(1). The accessory structure is also unsafe within the meaning of I.C. § 36-7-9-4(a)(5) as it is dangerous because of a violation of an ordinance concerning building condition or maintenance, namely Goshen City Code § 6.3.1. I(c). The Enforcement Authority further finds, pursuant to I.C. § 36-7-9-5(a)(7)(A), **that the general condition of the accessory structure warrants its removal.**

Commissioner Grise ordered the property owner to take the following actions to abate the public nuisance and the unsafe building condition identified in Section 2 of this Order.

A. Abatement of Public Nuisance.

1) Remove from the Premises and lawfully dispose of all materials described in Section 2.A.(1), or store all such materials fully enclosed within a lawful, permitted structure, so that no such accumulation remains exposed on the Premises.

2) Remove the inoperable vehicle described in Section 2.A(2) from the Premises or store it fully enclosed within a lawful structure.

B. Repair or Demolition of Unsafe Building.

"You are ORDERED to either (1) repair and rehabilitate the accessory structure described in Section 2.B so as to eliminate all unsafe conditions and bring the structure into compliance with the applicable standards for building condition and maintenance under the Goshen City Building Code and the Neighborhood Preservation Ordinance; or (2) demolish and remove the structure in its entirety, together with all resulting debris. All repair, rehabilitation, or demolition work required by this Section must include obtaining all required permits and passing all required inspections."

Commissioner Grise further ordered the property owner "to make a substantial beginning toward the action required by this Order within thirty (30) days after notice of this Order is given and to complete all action required by this Order within sixty (60) days after notice of this Order is given.

Commissioner Grise notified the property owner that a failure to comply could result in the City of Goshen "taking action to complete the required work and bill you for the costs of such work, including, the actual costs of the work performed and an amount equal to the average processing expense the City will incur in pursuing this matter. Such amounts can become a lien upon the real estate and can ultimately be enforced in the same manner as any other judgment."

Commissioner Grise also notified the property owner that a hearing would be held before the Board of Public Works and Safety on July 2, 2026 to review the Order of the City of Goshen Building Commissioner.



DISCUSSION AND OUTCOME OF PUBLIC NUISANCE REVIEW HEARING ON JULY 2, 2026:

At 5:05 p.m., Mayor Leichty convened a compliance review hearing for the alleged public nuisance and unsafe building at 711 East Jefferson Street, (D.L. Strycker, property owner).

Present at the hearing were: Board members Leichty, Landis, Myers, Nichols and Swartley; Assistant City Attorney Don Shuler; City Building Commissioner Myron Grise; City Code Enforcement Officer Ryan Conrad and Brad Strycker and Dee Strycker, property owners.

The Mayor invited a presentation from Assistant City Attorney Don Shuler.

Shuler provided a comprehensive report on the property at 711 East Jefferson Street using a 19-slide PowerPoint presentation (**EXHIBIT #3**).

Shuler discussed the location of the property and the owner, D.L. Strycker. He said this was a unique case because about a year ago, the City Council adopted an amendment to its accumulation of materials ordinance, which defined what a public nuisance was.

Shuler said today's enforcement action was modeled on the notice procedure of that ordinance. He said the state of the property has raised two different issues. He said, "One is a public nuisance about accumulation of materials, junk, debris, things of that nature, that is stored outside ... and becomes a harborage for rodents, insects, things of that nature. And then there's an accessory structure on the property. I believe it used to be a garage."

Shuler said **City Code Enforcement Officer Ryan Conrad** would deliver a report about the condition of the property. He said the owner also would provide information.

Before the hearing, **Conrad** gave Board members a one-page memorandum, dated July 2, 2026, that described the condition of the property at 711 East Jefferson Street and its alleged violations (**EXHIBIT #4**).

Reading from his report, Conrad said, "In March of this year, the Ordinance Department began to receive complaints in reference to the condition of the property located at 711 E. Jefferson St. So, on March 3, I conducted an inspection of the property.

"During my inspection, I found an accumulation of materials at the side and rear of property, a junk/abandoned vehicle, and an accessory structure that was in need of roof and other repairs. Following my inspection, a Notice of Violation was prepared, and the property owner was notified in writing of the violations that were found on the property with 30 days given to abate the violations.

"On April 8, I conducted a re-inspection of the property and found that none of the violations had been corrected. In addition, I had not received any response from the property owner, so as a result, a second Notice of Violation was then mailed to the property owner with an additional 14 days given to abate the violations.

"On April 23, I conducted an additional re-inspection of the property and found that none of the violations had been corrected. Again, I had not received a response from the property owner, and a final Notice of Violation was mailed to the property owner. I conducted a final inspection of the property on June 29 and found that there was no change in the condition of the property."

Conrad then displayed and discussed 11 PowerPoint slides with photographs that documented the following conditions on the property:

Accumulation of Materials – Brush, furniture and household items outside the home.

Accumulation of Materials – Discarded tires, scrap metal and lumber stacked against the structure providing harborage for rodents and insects and maintained in an unsanitary condition.

Inoperable/scrap vehicle – Inoperable GMC pickup truck with plow blade, immobile in overgrowth.

Unsafe Accessory Structure – Collapsed wall sections and debris.



Unsafe Accessory Structure – Failing, sagging roof assembly.

Unsafe Accessory Structure – Continued deterioration and collapse.

Accumulated Materials Remain – Debris, scrap, and household items at rear of premises.

Public Nuisance Accumulation Persists – Harborage for rodents and insects.

Inoperable Vehicle Remains – GMC pickup and plow blade in vegetative overgrowth.

GMC pickup and plow blade in vegetative overgrowth – Failing roof and deteriorating walls.

Conrad said that neighbors complained about the accumulation of materials outside.

In response to a question from **Mayor Leichty**, **Conrad** said two people lived in this home.

Assistant City Attorney Shuler said the City Building Commissioner's Order requires three steps:

- **Abate the Nuisance** – Remove and lawfully dispose of the accumulation or fully enclose it; remove the inoperable vehicle or store it fully enclosed.
- **Demolish** – Repair or demolish the accessory structure — with all required permits and inspections.
- **Meet the deadlines** – Substantial beginning within 30 days of notice; complete all action within 60 days of notice. Notice given June 15, 2026.

Shuler said on July 1, the property owners contacted the City and stated they were working toward compliance. He said City staff recommended affirming the Order and extending the compliance schedule for 90 days (to Oct. 8, 2026) so the work can be completed.

Mayor Leichty invited the property owners, Brad and Dee Strycker, to provide their perspective. The Mayor swore them in to provide truthful and complete testimony.

Brad and Dee Strycker made the following comments:

- Although Dee Strycker owns the property, she and Brad Strycker have lived there 42 years.
- City Building Department staff members encouraged the Stryckers to prepare a clean-up and repair plan.
- Dee Strycker accumulated items the way she wanted; she was an artist, an art therapist, a Girl Scout leader and a Sunday school teacher and taught children daily, so she accumulated a lot of supplies.
- She has now retired and has had some health issues and is no longer doing crafts as much as before and is finally ready to start downsizing her possessions and to get rid of things.
- The Stryckers have been removing items from inside and from the sides of the garage.
- One of the two vehicles on the property has been removed and is parked on Jefferson Street, but something is wrong with the pickup truck, and they haven't been able to remove it. However, both vehicles are scheduled to be towed away on July 10.
- Neighbors have complained about a pile of tree limbs along the back side of the yard, but they were placed there by NIPSCO or City work crews. Still, the Stryckers plan to eventually remove that material.
- They also plan to remove some small trees that have begun growing beside the garage roof.
- They accept that the garage is in poor condition and needs to be demolished so they have been removing items inside and are committed to arranging for the demolition.
- Their main request is for more time to complete the demolition and the cleanup around the garage, which was poorly constructed, is in very poor condition and at risk of collapsing.
- They attempted to demolish the garage themselves, but it seemed too unsafe to do so.

Mayor Leichty said that it seemed like **Dee Strycker** "had an illustrious career, played an important role in helping young people." The Mayor also thanked the Stryckers for their willingness to work with the City and address the violations.



Mayor Leichty asked if the **Stryckers** had people besides their son who could help. She also asked if they were open to accepting assistance from others.

Dee Strycker said they would accept help. **Brad Strycker** said, "We're both retired and we're both in our 70s now. Even though I'm in pretty decent health, I don't have as much energy as I used to have. And I realize from the last time I was up on the roof that my stamina isn't as good as it used to be."

Mayor Leichty said, "I really appreciate your willingness to cooperate with the City ... we recognize there are times when things get away from us, and we need help to get things corrected, and I'm grateful that you're willing to be open to people helping you."

"Sometimes there are resources that if we know a property owner is willing to receive help. Sometimes we can help facilitate that, but it really does take openness to that process, to make that feasible. So, I wanted to check with you and see if that's a possibility."

Brad Strycker said, "Our energy level's kind of lower now, but I've got the motivation to do it. I just know I get tired more easily than I used to, so I need more time to do it. But even by myself, it's going to take quite a while, but if I did have help from some other people, it could go a lot faster."

Dee Strycker explained why she accumulated so many items but said she was ready to start disposing of things.

Brad Strycker said the couple's finances has been an obstacle to getting rid of items and demolishing the garage. He said, "The only income we have right now is Social Security ... and about almost a month ago, our refrigerator went out. It just stopped working."

Mayor Leichty expressed sympathy for the **Stryckers** and, again, thanked them for their cooperation. She said, "We want the same goal. We want you to have a nice home and a safe home. We want you to have a refrigerator to keep the food safe and be able to function in your home and have a nice, safe place to live."

The **Stryckers** also discussed their efforts to dispose of their non-operating vehicles and the poor condition of their stove. They also asked for 90 days to remedy the unsafe conditions in their home and the garage.

Mayor Leichty then swore in City Building Commissioner Myron Grise to provide truthful and complete testimony.

Grise said he has spent time with the **Stryckers** over the past two days and he has arranged that two or possibly three vehicles will be removed from the property tomorrow. He said he is also working with a non-profit organization whose members plan to visit the home on July 11 and remove debris and clean outside the home. **Grise** said he and **City Code Enforcement Officer Ryan Conrad** will be on site to make sure the work is done correctly.

Mayor Leichty asked about the status of the garage demolition. **Grise** said he is helping the couple find someone who can demolish the garage after the items inside it have been removed.

Mayor Leichty asked if the non-profit organization helping with the cleanup will be addressing the couple's other needs. **Grise** said he is focusing on addressing the problems outside the home.

Board member Swartley asked if City work crews could help pick up tree branches and other vegetation at the property. **Grise** said he believed the volunteers would be doing that.

After brief discussion, Board members Landis and Swartley made a motion to affirm the Building Commissioner's order, adopt the proposed findings, and approve an order requiring abatement of the nuisance conditions and demolition of the unsafe structure within 90 days and to schedule a review hearing for Oct. 8, 2026. The motion passed 5-0.

Mayor Leichty wished the **Stryckers** the best in their cleanup efforts.



20) Final Report: 315 W. Oakridge Avenue; unsafe building matter has been fully resolved and final staff report will be submitted (Artisan Investment Group, property owner)

Assistant City Attorney Don Shuler presented a final staff report – a compliance confirmation and closure – for a previously unsafe property at 315 West Oakridge Avenue. He did so through the use of a nine-page PowerPoint presentation (**EXHIBIT #5**).

Shuler said the formerly condemned home and garage have been rehabilitated, now meet Goshen City Code and the Indiana Unsafe Building Law and the property has been returned to safe, productive residential use. The home was formerly owned by Jerry T. & Georgie M. Perdue and now is owned by Artisan Investment Group, LLC.

Shuler gave the following procedural history of the City's enforcement:

August 2024: Building Commissioner orders the vacant home and detached garage demolished as unsafe buildings.

September 2024: Board affirms the unsafe finding and enters a Continuous Enforcement Order — but tables demolition to let the tax-sale process resolve ownership.

February 2025: Tax-sale purchaser NWI RE5, LLC perfects title; Tax Deed recorded.

May 2025: Quiet-title judgment establishes clean, marketable title.

June 2025: Property sold and transferred to Artisan Investment Group, LLC, which commits to rehabilitation.

July 2025: Board modifies the Order to a benchmarked repair schedule: exterior by 12/31/25, rough-in by 3/31/26, finals by 6/30/26

July 2, 2026: Final review hearing — all benchmarks met, repairs complete, home occupied.

Shuler displayed color photographs showing the condition of the home in September, which included: A failing structure, roof collapse, water intrusion, and an unsecured, deteriorating home. The home was considered a neighborhood eyesore and the lot had become an open dumping ground.

Since its rehabilitation, **Shuler** said the home has been transformed and has a new roof, siding, windows, and a secured entry. He said the detached garage has been cleared, re-sided and re-roofed. And he said the inside of the home has been fully renovated and the property now complies with City Code.

Shuler recommended that the Board:

- 1. Find the unsafe conditions abated and the home and garage brought into substantial compliance with the Goshen City Code and the Indiana Unsafe Building Law;**
- 2. Confirm full compliance with the July 31, 2025 Order and its benchmark repair schedule;**
- 3. Terminate the Continuous Enforcement Order entered September 26, 2024; and**
- 4. Authorize the Building Commissioner and Legal Department to record a release of the order so title is cleared of record.**

Mayor Leichty thanked City staff and Artisan Investment Group “for their efforts to transform something into a new and useful life for that neighborhood, which is much needed.”

In response to **Shuler's** request, **Mayor Leichty/Board member Landis** made a motion to approve the recission order as presented. The motion passed 5-0.

At 5:36 p.m., **Mayor Leichty** adjourned the Review/Compliance hearings for Building Commissioner orders and resumed the meeting of the Board of Public Works & Safety.

ADJOURNMENT

Mayor Leichty made a motion adjourn at 5:37 p.m. **Landis** seconded the motion. The motion passed 5-0.



EXHIBIT #1: A memorandum, dated July 2, 2026, by City Director of Public Works & Utilities Dustin Sailor distributed to the Board before the meeting requesting an extension of the closure of Regent Street. It was considered as agenda item #15, Engineering Department request: Approve the extension of the partial closure of Regent Street through Aug. 1, 2026 for the completion of road construction for the Cherry Creek Subdivision.

EXHIBIT #2: A printout of a 15-slide PowerPoint presentation prepared and presented to the Board by Assistant City Attorney Don Shuler for agenda item #18, Unsafe Building hearing: 211 S. 5th Street, due to condition of vault (William Stephen Fiedeke and Moped Jockeys, LLC, property owners).

EXHIBIT #3: A 19-slide PowerPoint presentation prepared and presented to the Board by Assistant City Attorney Don Shuler for agenda item #19, Unsafe Building hearing: 711 E. Jefferson Street, due to public nuisance conditions and unsafe accessory structure (D.L. Strycker, property owner).

EXHIBIT #4: A one-page memorandum, dated July 2, 2026, prepared by City Code Enforcement Officer Ryan Conrad distributed to Board members that described the condition of the property at 711 East Jefferson Street and its alleged violations. It was presented during the hearing on agenda item #19, Unsafe Building hearing: 711 E. Jefferson Street, due to public nuisance conditions and unsafe accessory structure (D.L. Strycker, property owner).

EXHIBIT #5: A 9-page PowerPoint presentation, dated July 2, 2026, prepared and presented to the Board by Assistant City Attorney Don Shuler for agenda item #20, Final Report: 315 W. Oakridge Avenue; unsafe building matter has been fully resolved and final staff report will be submitted (Artisan Investment Group, property owner).

APPROVED:

Mayor Gina Leichty

Mike Landis, Member

Orv Myers, Member



Mary Nichols, Member

Barb Swartley, Member

ATTEST:

Richard R. Aguirre, Clerk-Treasurer



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

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

Date: July 21, 2026

From: Andy Stephenson, Chief of Police

Reference: The Promotion of Officer Noah Kiessling from Probationary Police Officer to Police Officer

We are requesting the Goshen Board of Public Works and Safety approve the promotion of Officer Noah Kiessling from the position of Probationary Police Officer to the rank of Police Officer, retroactive to July 7, 2026.

Officer Kiessling has successfully completed his twelve (12) month probationary period. He has consistently demonstrated professionalism and commitment to the safety of the residents of Goshen, and to the values and mission of the Goshen Police Department. His performance has met or exceeded all expectations.

Respectfully,

A handwritten signature in black ink, appearing to be "A. Stephenson", with a long horizontal line extending to the right.

Andy Stephenson
Chief of Police
City of Goshen Police Department

Telephone: (574) 533-8661

Hearing Impaired: (574) 533-1826

FAX: (574) 533-1826



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

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

Date: July 21, 2026

From: Andy Stephenson, Chief of Police

Reference: The Promotion of Officer Ever Gutierrez-Franco from Probationary Police Officer to Police Officer

We are requesting the Goshen Board of Public Works and Safety approve the promotion of Officer Ever Gutierrez-Franco from the position of Probationary Police Officer to the rank of Police Officer, retroactive to July 14, 2026.

Officer Gutierrez-Franco has successfully completed his twelve (12) month probationary period. He has consistently demonstrated professionalism and commitment to the safety of the residents of Goshen, and to the values and mission of the Goshen Police Department. His performance has met or exceeded all expectations.

Respectfully,

A handwritten signature in black ink, appearing to be "A. Stephenson", with a horizontal line extending to the right.

Andy Stephenson
Chief of Police
City of Goshen Police Department

Telephone: (574) 533-8661

Hearing Impaired: (574) 533-1826

FAX: (574) 533-1826



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: July 23, 2026
Subject: City of Goshen support for the 28th Riding to Remember event

On July 15, 2026, the Clerk-Treasurer received the following email:

I am Scott Carnell, the current President of "R2R" Inc. James Ballard gave me your information as a contact for the City of Goshen for the 2026/ 28th Annual Riding to Remember on Sept. 13, 2026

We are starting at the Moose Lodge in Elkhart this year as Hoosier Harley Davidson went out of business. We have just recently got our permit granted from the City of Elkhart. This year, like last year, we will not be stopping in Goshen as the Ceremony to Honor our Fallen Police/Veterans/Firefighters will be held at the Moose prior to the ride.

Jim said I need to ask for this to be put on the Board of Works agenda so I could attend to answer any questions or concerns. I have attached the route with highlighting roads in Goshen on the route.

Sincerely,
Scott D. Carnell
President, "R2R" Inc
(574)206-6122
scottcarnell@ymail.com

RIDING TO REMEMBER FALLEN POLICE, FIREFIGHTER, & VETERAN

CHARITY RIDE ROUTE

ESTIMATED TIMES OF ARRIVAL TO EACH TOWN/CITY
CITIZENS ARE RECOMMENDED TO ARRIVE 15 MINUTES PRIOR TO EACH ESTIMATED ARRIVAL
TIME IN THEIR CITY / TOWN TO ENSURE OBSERVATION OF RIDE
SUNDAY September 13th, 2026

STAGING & REGISTRATION FROM 10 am – 12:30 am @ Elkhart Moose Lodge ENTER off CR5

STAGING: Moose Main Parking Lot

MOTORCYCLISTS ARE REQUIRED TO ENTER MOOSE FROM CR5 GATED ENTRANCE

MEMORIAL SERVICE 12:45- PM – 1:15 PM

RIDE LEAVES ELHART MOOSE at at 1:30 PM

ELKHART (Departs 1:30 PM)

Left on County Road 6(CR6) turning Right on County Road 7(CR7)

Right on Bristol Street (CR10) turning South into Nappanee Street (SR 19)

Right on Mishawaka Road (CR 20)

Left on County Road 3 (Coverage Baugo Fire Department)

County Road 3 veers off left at CR 24 outside of Jimtown

Continue South on CR3 (Coverage Baugo Fire Department)

Right on CR 28 (Coverage Baugo Fire Department)

Left on CR 3 (Coverage Baugo Fire Department)

WAKARUSA: Estimated arrival 2 pm / 30 MINUTES

Continue South on CR 3 to downtown Wakarusa

CAUTION – Road apples

Right CR 42 (Caution Quick sharp turn)

Left CR 3 (Arnot Street)

[Coverage by Wakarusa Marshal/Wakarusa Fire](#)

[North Elkhart & Sycamore](#)

[North Elkhart & Waterford](#)

[South Elkhart & Harrison](#)

CAUTION: CR3 & CR46 East/West cross traffic does not stop (Coverage Foraker Township FD)

CAUTION: CR3 & CR50 FOUR WAY STOP (Coverage Foraker Township FD)

NAPPANEE: Estimated arrival 2:10pm / 10 MINUTES

Left on US Hwy 6

Left on SR15 (Coverage New Paris Fire Department)

Nappanee Police & Fire to provide traffic control at intersections within their jurisdiction

GOSHEN: Estimated arrival 2:40pm / 30 MINUTES

GOSHEN: Estimated arrival 1:40pm / 30 MINUTES

SR 15 Northbound (Main Street)

Left on Madison curving into 3rd Street (SR 15)

3rd Street turns into North Main Street (SR 15)

Right on CR126 (Coverage Jefferson Township Fire Department SR15 & CR126)

Right on CR27 (Coverage Jefferson Township Fire Department CR126 & CR27)

Left on CR22 - Orpha Drive (Coverage Jefferson Township Fire Department CR27 & CR22)

Coverage needed by Goshen PD, Emergency Management, or Goshen Fire at

SR 15 & Waterford Mills

SR 15 & CR 40

SR 15 & Kercher Rd

SR 15 & Westwood

SR15 High Park Ave

SR 15 & College

SR 15 & Plymouth Ave

SR 15 & Madison

3rd / Washington St

3rd / Lincoln Ave

3rd / Pike St

North Main (SR 15) & Wilden Avenue

Right on CR126 (Coverage Jefferson Township Fire Department SR15 & CR126)

Right on CR27 (Coverage Jefferson Township Fire Department CR126 & CR27)

Left on CR22 - Orpha Drive (Coverage Jefferson Township Fire Department CR27 & CR22)

MIDDLEBURY: Estimated arrival 2:55 pm / 15 MINUTES

Left on SR13 (Main Street)

Left on CR 8 (Bristol Ave)

CR 8 into Bristol (CR8 = E. Elkhart Street)

Coverage needed by Middlebury Marshal/Middlebury Fire Department

CR22 and US20

CR22 and IN 13

IN 13 and Warren

IN 13 and York Drive

Right on York Drive (Parking at Lozier 402 N Main Street)

END: MIDDLEBURY AMERICAN LEGION POST 210 / 103 YORK DRIVE, MIDDLEBURY, IN 46540 574/825-5121

New submission from the Event Permit Application Form

From noreply=goshen.in.gov@mg.goshen.in.gov <noreply=goshen.in.gov@mg.goshen.in.gov>
on behalf of
City of Goshen, Indiana <noreply@goshen.in.gov>

Date Wed 7/15/2026 12:36 PM

To Communications Coordinator <communications@goshencity.com>; Office of Mayor Gina Leichty <mayor@goshencity.com>; Swiger, Lori <loriswiger@goshencity.com>; Garcia, Laura <lauragarcia@goshencity.com>; Gibbs, David <davidgibbs@goshencity.com>; Powell, Anthony <anthonypowell@goshencity.com>; Stephenson, Andy <andystephenson@goshencity.com>; Mora, Mario <mariomora@goshencity.com>; Hoover, Polly <pollyhoover@goshencity.com>; Aguirre, Richard <richardaguirre@goshencity.com>

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.

CONTACT INFORMATION

Contact Name

Ben Thomas

Contact Email

ben@elkhartindianmotorcycle.com

Contact Phone

(574) 361-4236

Organization Name (if applicable)

R2R Indiana Inc.

Contact and/or Organization Address

3016 Brittany Ct.
Elkhart, IN 46514
[Map It](#)

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

Yes

NOT FOR PROFIT VERIFICATION

IRS 501c3 Verification

- [R2R-IRS-501c3-Verification.pdf](#)

ST105 Indiana Sales Tax Exemption Form

- [ST105-Indiana-Sales-Tax-Exemption-Form.pdf](#)

EVENT INFORMATION

Event Name:

Riding to Remember

Event Type

- Parade or March (e.g. holiday, homecoming, advocacy)

Event Purpose/Description

Police escorted motorcycle ride starting at Elkhart Moose Lodge #599 traveling through Wakarusa, Nappanee, Goshen, and Middlebury. A short Memorial Service will be held prior to the ride start attended by local, state and federal dignitaries. The event ends at Middlebury American Legion Post 210. Event raises funds benefitting local charities for the last 27 years.

The ride will be arriving within Goshen around 2:40pm on Sunday September 13th and passing through without stopping.

Event Start Date

09/13/2026

Are you planning to have vendors at your event?

No

Will your event feature tents and/or canopies?

No

Will your event include the use of stages or platforms?

No

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

Yes

SOUND LEVEL EXEMPTION REQUEST

Sound Level Exemption Description

A procession of motorcycles will be traveling through town for roughly 30 minutes.

Route: (Arrival 2:40pm / 30 Minutes)

SR15 Northbound (Main Street)

Left on Madison curving into 3rd street (SR15)

3rd street Turns into North Main Street (SR15)

Right on CR126

Right on CR27

Left on CR22

Are you renting portable toilets?

No

Does your event require power?

No

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

No

Does your event require emergency medical support?

No

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

Yes

SAFETY AND SECURITY

Police Services Requested

- TRAFFIC CONTROL: Assistance with directing traffic, managing intersections, or enforcing road closures.

Description of Public Safety Services Requested

Coverage Needed by Goshen PD, Emergency Management, or Goshen Fire at

SR15 & Waterford Mills

SR15 & CR40

SR15 & Kercher Rd
SR15 & Westwood

Time Start

02:40 pm

Time End

03:10 pm

Do you have a certificate of insurance?

Yes

INSURANCE

Event Insurance Certificate

- Yes

Do you have a completed site map?

No

Signature and Agreement

Applicant Agreement

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

From the Event Permit Application Form at goshen.in.gov/event-form



Richard Aguirre, City Clerk-Treasurer
CITY OF GOSHEN

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

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

richardaguirre@goshencity.com • www.goshenindiana.org

TO: Board of Public Works & Safety

FROM: Clerk-Treasurer Richard R. Aguirre

RE: Lane closures for bridge work on County Road 17

DATE: July 23, 2026

The Clerk-Treasurer's Office received the following request on July 13, 2026:

Hello. Milestone Contractors is sealing bridge decks for Elkhart Co. at various locations throughout the county. CR 17 has two bridges, located over Elkhart River and CR 45 and the other over US 33. Attached is our approved Maintenance of Traffic plan; we are **requesting approval from the BOW due to signage and traffic control devices are within city limits.**

Work is anticipated to begin July 27th and remain through August 1st. Weather may alter our schedule, and revised dates can be transmitted if necessary. Attached for your records is our MOT plan. Please let me know if there are any questions.

Thank you,
Zach

Zachary Dean, P.E.

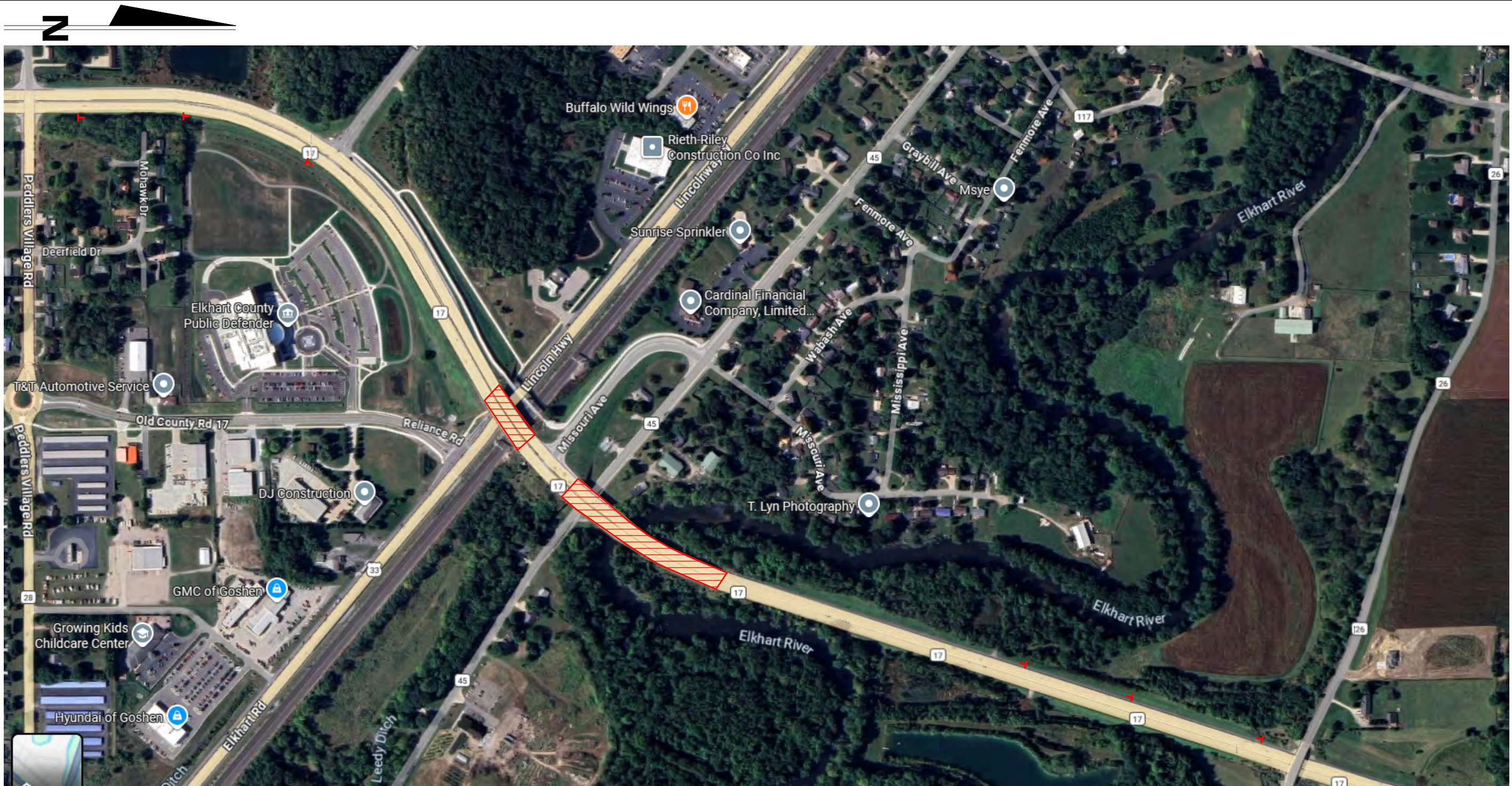
Project Manager

Millstone Contractors

Mobile 219.730.9273

Email zdean@milestonelp.com

Web milestonelp.com



A

ROAD CLOSED AHEAD

XW20-3

B

ROAD CLOSED 350 FT

XW20-3 (350')

C

ROAD CLOSED 500 FT

XW20-3 (500')

D

ROAD CLOSED 700 FT

XW20-3 (700')

E

ROAD CLOSED 1000 FT

XW20-3 (1000')

F

ROAD CLOSED 1500 FT

XW20-3 (1500')

G

ROAD CLOSED

R11-2
Type-III Barricade and Road Closure Sign Assembly (with R11-2)

H

ROAD CLOSED TO THRU TRAFFIC

R11-4
Type-III Barricade and Road Closure Sign Assembly (with R11-4)

I

ROAD WORK AHEAD

XW20-1

J

ONE LANE ROAD AHEAD

XW20-4

K

LANE CLOSED AHEAD

XW20-5 (L/R)

L

XW20-7

M

XW4-1

N

SIDEWALK CLOSED

R9-9
Type-II Barricade and Sidewalk Closed Sign Assembly (with R9-9)

O

R3-2

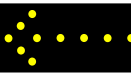
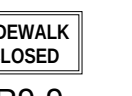
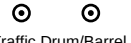
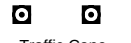
Traffic Drum/Barrel

Traffic Cone

Flashing Arrow Board

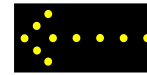
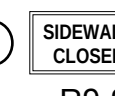
Bridge 177 - CR17 over US 33 and NSRR, 0.1 miles S of CR 45 Bridge 176 - CR 17 over the Elkhart River and CR 45, 0.1 miles N of US 33		
Maintenance of Traffic Advanced Signage & Work Area	DRAWN: DA	CHECKED: ZAD
	MCLP Job No.: 269028	



(A)  XW20-3	(B)  XW20-3 (350')	(C)  XW20-3 (500')	(D)  XW20-3 (700')	(E)  XW20-3 (1000')	(F)  XW20-3 (1500')	(G)  R11-2 Type-III Barricade and Road Closure Sign Assembly (with R11-2)	(H)  R11-4 Type-III Barricade and Road Closure Sign Assembly (with R11-4)	 Flashing Arrow Board
(I)  XW20-1	(J)  XW20-4	(K)  XW20-5 (L/R)	(L)  XW20-7	(M)  XW4-1	(N)  R9-9 Type-II Barricade and Sidewalk Closed Sign Assembly (with R9-9)	(O)  R3-2	 Traffic Drum/Barrel	 Traffic Cone

Bridge 177 - CR17 over US 33 and NSRR, 0.1 miles S of CR 45 Bridge 176 - CR 17 over the Elkhart River and CR 45, 0.1 miles N of US 33		
Maintenance of Traffic Phase I	DRAWN: DA	CHECKED: ZAD
	MCLP Job No.: 269028	



(A)  XW20-3	(B)  XW20-3 (350')	(C)  XW20-3 (500')	(D)  XW20-3 (700')	(E)  XW20-3 (1000')	(F)  XW20-3 (1500')	(G)  R11-2 Type-III Barricade and Road Closure Sign Assembly (with R11-2)	(H)  R11-4 Type-III Barricade and Road Closure Sign Assembly (with R11-4)	 Flashing Arrow Board
(I)  XW20-1	(J)  XW20-4	(K)  XW20-5 (L/R)	(L)  XW20-7	(M)  XW4-1	(N)  R9-9 Type-II Barricade and Sidewalk Closed Sign Assembly (with R9-9)	(O)  R3-2	 Traffic Drum/Barrel	 Traffic Cone

Bridge 177 - CR17 over US 33 and NSRR, 0.1 miles S of CR 45 Bridge 176 - CR 17 over the Elkhart River and CR 45, 0.1 miles N of US 33	
Maintenance of Traffic Phase II	DRAWN: DA CHECKED: ZAD
	MCLP Job No.: 269028



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

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

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

July 23, 2026

To: Board of Public Works and Safety

From: Don Shuler, Assistant City Attorney

Subject: First Amendment to Maintenance Agreement with Cherry Creek, LLC

Attached for the Board's consideration is the First Amendment to Maintenance Agreement with Cherry Creek, LLC, which supplements the developer's obligations under the Economic Development Agreement (EDA), dated August 2, 2023, between the City and Cherry Creek, LLC.

In May 2025, the Board approved the Maintenance Agreement with Cherry Creek, LLC, which formalized Cherry Creek's responsibility for the design, installation, and ongoing maintenance of certain public improvements within the development area, including trailways, stormwater infrastructure, landscaping, street lighting, and snow removal. The Agreement included enforcement mechanisms in the event of noncompliance and clarifies that no public funds will be used for the developer's responsibilities unless otherwise provided in the EDA.

The Maintenance Agreement applied to Phase One – Section One of the Development. This First Amendment broadens the scope to have the terms and conditions of the Maintenance Agreement apply to Phase One – Section Two of the Development.

Suggested Motion: Move to approve the First Amendment to Maintenance Agreement with Cherry Creek, LLC as presented, and authorize the Mayor to execute the Agreement on the City's behalf.

FIRST AMENDMENT TO MAINTENANCE AGREEMENT

This First Amendment to Maintenance Agreement ("First Amendment") is entered into as of _____, 2026, by and between the City of Goshen, Indiana, a municipal corporation and political subdivision of the State of Indiana, acting through its Board of Public Works and Safety ("City"), and Cherry Creek, LLC, an Indiana limited liability company ("Cherry Creek" or "Developer"), collectively referred to as the "Parties."

WHEREAS, the Parties entered into that certain Maintenance Agreement dated May 8, 2025, and recorded on May 16, 2025 in the Office of the Recorder of Elkhart County, Indiana as Document No. 2025-07983 (the "Agreement"), which implements the Developer's maintenance obligations set forth in Section 3 of the Economic Development Agreement dated August 2, 2023 ("EDA") for the development of the Cherry Creek project ("Project");

WHEREAS, the Agreement concerns the real estate known as Cherry Creek Phase One Section One, the plat of which is recorded in the Office of the Recorder of Elkhart County, Indiana in Plat Book 44, Page 97, said real estate being defined in Section 2.1 of the Agreement as the "Project Area";

WHEREAS, Developer has submitted the secondary subdivision plat for Cherry Creek Phase One Section Two, a further phase of the Project consisting of approximately 28.850 acres adjacent to Cherry Creek Phase One Section One;

WHEREAS, the Parties intend that all of Developer's maintenance obligations under the Agreement apply to Cherry Creek Phase One Section Two on the same terms and conditions as apply to Cherry Creek Phase One Section One; and

WHEREAS, Section 8.6 of the Agreement provides that any modification or amendment to the terms and conditions of the Agreement must be made in writing and signed by both Parties.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and in the Agreement, the City and Cherry Creek agree as follows:

1. Recitals and Defined Terms.

- 1.1. The foregoing recitals are incorporated into this First Amendment. Capitalized terms used but not defined in this First Amendment have the meanings given to them in the Agreement.

2. Expansion of the Project Area.

- 2.1. Section 2.1 of the Agreement is amended to expand the Project Area to include the real estate known as Cherry Creek Phase One Section Two, more particularly described in Exhibit A-2 and as shown on Exhibit B-2, both attached to and incorporated into this First Amendment.

- 2.2. From and after the date of this First Amendment, all references in the Agreement to the “Project Area” will mean, collectively, the real estate known as Cherry Creek Phase One Section One, as described and shown in Exhibits A and B to the Agreement, and the real estate known as Cherry Creek Phase One Section Two, as described and shown in Exhibits A-2 and B-2 to this First Amendment.
- 2.3. All of Developer’s obligations under the Agreement, including without limitation the maintenance responsibilities set forth in Section 3 of the Agreement and the indemnity and insurance obligations set forth in Section 4 of the Agreement, apply to the Project Area as expanded by this First Amendment.

3. Ratification.

- 3.1. Except as expressly amended by this First Amendment, all provisions, covenants, terms, and conditions of the Agreement remain unmodified and in full force and effect and are ratified and confirmed by the Parties.

4. Recording; Binding Effect.

- 4.1. This First Amendment will be recorded in the Office of the Recorder of Elkhart County, Indiana, and cross-referenced to the Agreement recorded as Document No. 2025-07983.
- 4.2. All provisions, covenants, terms, and conditions of this First Amendment apply to and bind the Parties and their legal heirs, representatives, successors, and assigns.

5. Authority.

- 5.1. The undersigned affirm that all steps have been taken to authorize execution of this First Amendment, and upon the undersigned’s execution, bind their respective organization to the terms of this First Amendment.

City of Goshen, Indiana

Cherry Creek, LLC

Goshen Board of Public Works and Safety

Gina M. Leichty, Mayor

Tonya Detweiler, CEO

Dated: _____

Dated: _____

STATE OF INDIANA)
) SS:
COUNTY OF ELKHART)

Before me the undersigned, a Notary Public in and for said County and State, personally appeared Gina M. Leichty, Mayor for the City of Goshen, Indiana, and on behalf of the City of Goshen Board of Public Works and Safety, this _____, 2026, and acknowledged that in said capacity she executed the foregoing instrument for and on behalf of the City of Goshen, Indiana, for the uses and purposes therein mentioned, and that she was authorized to do so.

WITNESS my hand and notarial seal.

Notary Public

STATE OF INDIANA)
) SS:
COUNTY OF ELKHART)

Before me the undersigned, a Notary Public in and for said County and State, personally appeared Tonya Detweiler, Member for Cherry Creek, LLC, the Developer in the foregoing Agreement, and on behalf of Cherry Creek, LLC, this _____, 2026, acknowledged that in said capacity she executed the foregoing instrument for and on behalf of Cherry Creek, LLC, for the uses and purposes therein mentioned, and that she was authorized to do so.

WITNESS my hand and notarial seal.

Notary Public

This instrument was prepared by Donald R. Shuler, Attorney No. 26587-71, City of Goshen, Legal Department, 204 East Jefferson Street, Suite 2, Goshen, Indiana 46528, (574) 537-3820.

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each social security number in this document, unless required by law (Donald R. Shuler).

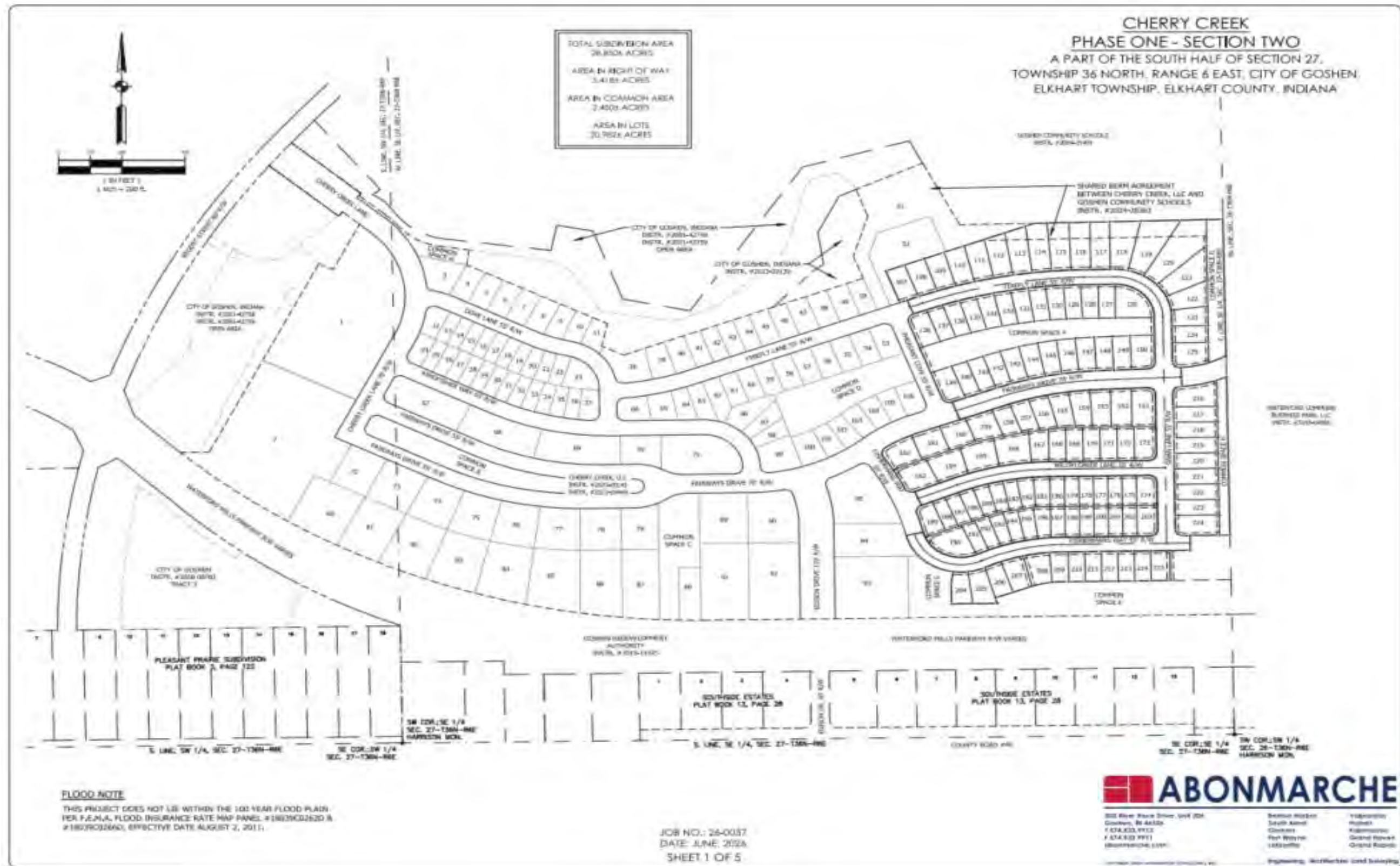
Exhibit A-2 – Legal Description

Cherry Creek Phase One Section Two

A PART OF THE SOUTH HALF SECTION 27 IN TOWNSHIP 36 NORTH, RANGE 6 EAST, CITY OF GOSHEN, ELKHART TOWNSHIP, ELKHART COUNTY, INDIANA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A STONE MARKING THE EAST QUARTER-CORNER OF SAID SECTION 27; THENCE SOUTH 01°05'12" EAST (BASED ON THE INDIANA G.C.S., ELKHART COUNTY PROJECTION NAD83) ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 27, 735.01 FEET TO THE SOUTHEAST CORNER OF A PARCEL OF LAND CONVEYED TO THE GOSHEN COMMUNITY SCHOOLS AS DESCRIBED AND RECORDED IN THE OFFICE OF THE RECORDER OF ELKHART COUNTY IN INSTRUMENT NUMBER 2004-35409; THENCE CONTINUING SOUTH 01°05'12" EAST ALONG THE EAST LINE OF THE SOUTHEAST QUARTER, 505.63 FEET TO THE POINT OF A CURVE, CONCAVE TO THE NORTHWEST; THENCE SOUTHWESTERLY, 151.06 FEET ALONG SAID CURVE HAVING A RADIUS OF 315.00 FEET AND SUBTENDED BY A LONG CHORD BEARING OF SOUTH 72°54'21" WEST, 149.61 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 03°21'23" EAST, 70.00 FEET TO THE POINT OF A CURVE, CONCAVE TO THE NORTHWEST; THENCE NORTHEASTERLY, 145.68 FEET ALONG SAID CURVE HAVING A RADIUS OF 385.00 FEET AND SUBTENDED BY A LONG CHORD BEARING OF NORTH 75°48'13" EAST, 144.81 FEET TO A POINT ON THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 27; THENCE SOUTH 01°05'12" EAST ALONG THE EAST LINE OF SAID SOUTHEAST QUARTER, 586.70 FEET; THENCE SOUTH 89°10'30" WEST, 126.00 FEET; THENCE SOUTH 00°49'30" EAST, 55.00 FEET; THENCE SOUTH 89°10'30" WEST, 64.40 FEET; THENCE SOUTH 00°49'44" EAST, 110.50 FEET TO A POINT ON THE NORTH LINE OF COMMON SPACE "E" ON THE PLAT OF CHERRY CREEK - PHASE ONE - SECTION ONE RECORDED IN THE OFFICE OF THE RECORDER OF ELKHART COUNTY IN PLAT BOOK 44, PAGE 97; THENCE ALONG THE FOLLOWING 25 COURSES OF SAID CHERRY CREEK – PHASE ONE – SECTION ONE BOUNDARY; THENCE SOUTH 89°10'30" WEST, 342.29 FEET TO THE POINT OF A CURVE, CONCAVE TO THE SOUTH; THENCE SOUTHWESTERLY, 102.02 FEET ALONG SAID CURVE HAVING A RADIUS OF 300.00 FEET AND SUBTENDED BY A LONG CHORD BEARING OF SOUTH 79°26'00" WEST, 101.52 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 69°41'30" WEST, 118.39 FEET; THENCE SOUTH 16°23'14" EAST, 21.42 FEET; THENCE SOUTH 89°14'54" WEST, 144.58 FEET; THENCE NORTH 00°25'02" WEST, 78.56 FEET; THENCE NORTH 07°56'35" EAST, 40.97 FEET TO THE POINT OF A CURVE, CONCAVE TO THE NORTHEAST; THENCE NORTHWESTERLY, 211.96 FEET ALONG SAID CURVE HAVING A RADIUS OF 177.50 FEET AND SUBTENDED BY A LONG CHORD BEARING OF NORTH 47°50'50" WEST, 199.59 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 76°21'45" EAST, 55.00 FEET TO THE POINT OF A CURVE, CONCAVE TO THE SOUTHWEST; THENCE NORTHWESTERLY, 71.07 FEET ALONG SAID CURVE HAVING A RADIUS OF 827.50 FEET AND SUBTENDED BY A LONG CHORD BEARING OF NORTH 16°05'52" WEST, 71.04 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE, CONCAVE TO THE SOUTHEAST; THENCE NORTHEASTERLY, 37.73 FEET, ALONG SAID CURVE HAVING A RADIUS OF 25.00 FEET AND SUBTENDED BY A LONG CHORD BEARING OF NORTH 24°40'36" EAST, 34.25 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 22°05'20" WEST, 55.00 FEET TO THE POINT OF A CURVE, CONCAVE TO THE NORTHEAST; THENCE NORTHWESTERLY, 37.73 FEET ALONG SAID CURVE HAVING A RADIUS OF 25.00 FEET AND SUBTENDED BY A

LONG CHORD BEARING OF NORTH 68°51'15" WEST, 34.25 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE, CONCAVE TO THE SOUTHWEST; THENCE NORTHWESTERLY, 133.97 FEET ALONG SAID CURVE HAVING A RADIUS OF 827.50 FEET AND SUBTENDED BY A LONG CHORD BEARING OF NORTH 30°15'27" WEST, 133.82 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE, CONCAVE TO THE SOUTHEAST; THENCE NORTHEASTERLY, 39.20 FEET ALONG SAID CURVE HAVING A RADIUS OF 25.00 FEET AND SUBTENDED BY A LONG CHORD BEARING OF NORTH 10°01'29" EAST, 35.31 FEET TO THE POINT ON A CURVE, CONCAVE TO THE SOUTHEAST; THENCE NORTHEASTERLY, 118.53 FEET ALONG SAID CURVE HAVING A RADIUS OF 465.00 FEET AND SUBTENDED BY A LONG CHORD BEARING OF NORTH 62°14'50" EAST, 118.21 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 69°32'59" EAST, 139.73 FEET; THENCE NORTH 20°27'01" WEST, 70.00 FEET TO THE POINT OF A CURVE, CONCAVE TO THE NORTHEAST; THENCE NORTHWESTERLY, 39.19 FEET ALONG SAID CURVE HAVING A RADIUS OF 25.00 FEET AND BEING SUBTENDED BY A LONG CHORD BEARING OF NORTH 65°32'27" WEST, 35.30 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 20°37'53" WEST, 298.36 FEET TO THE POINT OF A CURVE, CONCAVE TO THE SOUTHEAST; THENCE NORTHEASTERLY, 39.27 FEET ALONG SAID CURVE HAVING A RADIUS OF 25.00 FEET AND SUBTENDED BY A LONG CHORD BEARING OF NORTH 24°22'04" EAST, 35.35 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 20°37'58" WEST, 55.00 FEET; THENCE SOUTH 69°22'02" WEST, 25.00 FEET; THENCE NORTH 20°37'53" WEST, 125.00 FEET; THENCE NORTH 69°22'02" EAST, 501.92 FEET TO A POINT ON THE AFOREMENTIONED GOSHEN COMMUNITY SCHOOLS PARCEL; THENCE NORTH 88°35'15" EAST ALONG THE SOUTH LINE OF SAID GOSHEN COMMUNITY SCHOOLS PARCEL, 595.02 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION. CONTAINING 28.850 ACRES, MORE OR LESS. BEING SUBJECT TO ALL EASEMENTS, RESTRICTIONS AND PUBLIC RIGHTS OF WAY OF RECORD.

Exhibit B-2



CITY OF GOSHEN LEGAL DEPARTMENT

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

Phone (574) 537-3820 • Fax (574) 533-8626 • TDD (574) 534-3185
www.goshenindiana.org

July 23, 2026

To: Board of Public Works and Safety

From: Christina M. Bonham, Paralegal

Subject: Agreement with ACM Engineering & Environmental Services for XRF Lead Paint Inspection of Water Tower Building

It is recommended that the Board approve and authorize Mayor Leichty to execute the attached Agreement with ACM Engineering & Environmental Services to allow the City to enter into an agreement for XRF Lead Paint Inspection of the water tower building located at 523 E. Jackson Street.

The total cost for the project will be One Thousand Six Hundred Fifty Dollars (\$1,650.00).

Suggested Motion:

Approve and authorize Mayor Leichty to execute the attached Agreement with ACM Engineering & Environmental Services for XRF Lead Paint Inspection of the water tower building located at 523 E. Jackson Street.

AGREEMENT WITH ACM ENGINEERING & ENVIRONMENTAL SERVICES FOR XRF LEAD PAINT INSPECTIONS AT WATER TOWER BUILDING

THIS AGREEMENT is entered into on July _____, 2026, which is the date of the last signature set forth on the signature page, by and between **ACM Engineering & Environmental Services** ("Contractor"), whose mailing address is 26598 U.S. 20 West, South Bend, IN 46628, and **City of Goshen, Indiana** ("City"), a municipal corporation and political subdivision of the State of Indiana acting through the Goshen Board of Public Works and Safety.

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

Section 1. Component Parts of this Agreement

- (A) This Agreement shall include these terms and conditions, as well as the terms and conditions set forth in the following documents:
 - (1) Contractor's Proposal dated June 22, 2026, and attached to this Agreement as Exhibit A.
 - (2) Map noting the building to be inspected/tested created by Goshen Legal Department on July 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) Contractor's Proposal dated June 22, 2026, and attached to this Agreement as Exhibit A; and
 - (3) Map noting the building to be inspected/tested created by Goshen Legal Department on July 15, 2026, and attached to this Agreement as Exhibit B.

Section 2. Scope of Services

Contractor shall provide City the services of XRF lead paint inspection of the Water Tower Building located at 523 E. Jackson Street, which services are more particularly described in Contractor's June 22, 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 Goshen Buildings and Grounds Department. Contractor will take approximately one quarter (1/4) day to complete all onsite inspection Duties. Unrestricted access to the inspection areas is required. Final report(s) will be presented to the City within approximately ten (10) business days following completion of the fieldwork.

Section 4. Compensation

City agrees to compensate Contractor a sum not to exceed One Thousand Six Hundred Fifty Dollars (\$1,650.00) 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 Parks & Recreation
524 East Jackson Street
Goshen, IN 46526
Email is also acceptable at tanyaheyde@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

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.

- (E) Contractor understands that City will not carry worker's compensation or any other insurance on Contractor and/or Contractor's employees or subcontractors.
- (F) 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: ACM Engineering & Environmental Services
Attention: Jason A. Ganser
26598 U.S. 20 West
South Bend, IN 46628

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

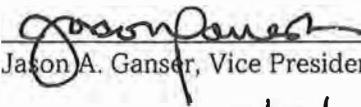
The undersigned affirm that all steps have been taken to authorize execution of this agreement, and upon the undersigned's execution, bind their respective organizations to the terms of the agreement.

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

**ACM Engineering &
Environmental Services**

Gina M. Leichty, Mayor



Jason A. Ganser, Vice President

Date Signed: _____

Date Signed: 7/16/26



ACM ENGINEERING & ENVIRONMENTAL SERVICES

**SOUTH BEND, INDIANA • FORT WAYNE, INDIANA • ELMHURST, ILLINOIS
TAMPA, FLORIDA • FORT LAUDERDALE, FLORIDA**

XRF LEAD PAINT INSPECTION

FOR:

**THE CITY OF GOSHEN
PARKS AND RECREATION DEPARTMENT
524 EAST JACKSON STREET
GOSHEN, INDIANA 46526**

LOCATION:

**WATER TOWER BUILDING
523 EAST JACKSON STREET
GOSHEN, INDIANA 46526**

JUNE 22, 2026

1. INSPECTION

ACM Engineering & Environmental Services (ACM) will provide all labor and materials to perform an XRF lead paint inspection for the City of Goshen Parks and Recreation Department on and within the water tower building located at 523 East Jackson Street in Goshen, Indiana according to EPA, HUD, and OSHA guidelines.

ACM Engineering & Environmental Services will provide a State of Indiana and an Environmental Protection Agency (EPA) certified and licensed lead inspector and risk assessor to perform the lead paint inspection.

An on-site lead inspection of interior and exterior painted surfaces will be conducted by a Lead Inspector, currently certified through the State of Indiana. The inspector will list all painted surfaces that are tested during the assessment and will identify any surfaces that are determined to contain a lead concentration that are at or exceed the EPA/HUD standard of 1.00 mg/cm² or OSHA standard of 0.01 mg/cm². Detailed descriptions of the sample locations and lead concentrations in the sampled paint will be provided in an assessment report, as required by HUD and EPA.



ACM ENGINEERING & ENVIRONMENTAL SERVICES

*SOUTH BEND, INDIANA • FORT WAYNE, INDIANA • ELMHURST, ILLINOIS
TAMPA, FLORIDA • FORT LAUDERDALE, FLORIDA*

A surface-by-surface investigation to determine the presence of lead containing and lead-based paint as well as damaged or loose paint shall be performed utilizing documented methodologies that incorporate the appropriate quality control procedures and protocol.

Testing of all painted surfaces will be accomplished through the use of an X-Ray Fluorescence (XRF) handheld sampling device for determining the presence of lead in paint. The testing will be conducted in accordance with EPA and HUD guidelines.

2. REPORT

Following completion of the field portion of the lead paint inspection, a copy of the final report will be provided to the City of Goshen Parks and Recreation Department. The report will contain the lead paint inspection data in the format prescribed by the EPA and HUD. Specifically, the report will include the following:

- Sequential Report – lists results in order of testing;
- Summary Report – only lists results where paint tested positive for lead;
- Detailed Report – lists the results on a room-by-room (or area-by-area) and floor-by-floor basis;
- Distribution Report – lists results in terms of percentage positive and negative.

Additionally, the final report will include the identification of paint conditions on a sample-by-sample basis, recommendations, and copies of the inspector(s) certifications.

3. SURVEY SCHEDULE

On-site activities for the XRF Lead Paint Inspection will take approximately one quarter (1/4) day. The final report will follow after all data analysis has been received, completed and analyzed. This report will be presented to the Client within ten (10) business days following completion of the fieldwork. It is intended for the sole use of the Client and no warrants of claims are made for use beyond that described herein.



ACM ENGINEERING & ENVIRONMENTAL SERVICES

**SOUTH BEND, INDIANA • FORT WAYNE, INDIANA • ELMHURST, ILLINOIS
TAMPA, FLORIDA • FORT LAUDERDALE, FLORIDA**

4. FEE FOR SERVICES

The fee for the above lead paint inspection services is based on a cost not to exceed of One Thousand Six Hundred and Fifty Dollars (\$1,650.00). The fee schedule for the assessment work is as follows:

Description	Unit Rate
Technical Time	\$130.00 / Hour
Administrative Time	\$88.00 / Hour
XRF Paint Analyzer	\$350.00 / Day

5. CONTACT INFORMATION

Mr. Patrick T. Griffin, P.E.
President and CEO
26598 US 20 West
South Bend, Indiana 46628
(574) 234-8435
patgriffin@acmenv.com

Mr. Jason A. Ganser
Vice President – Engineering and Environmental Services
26598 US 20 West
South Bend, Indiana 46628
(574) 234-8435
jasonganser@acmenv.com

Based upon the review of your license application, the Indiana Lead and Healthy Homes Program has determined that you have fulfilled the requirements of 410 IAC 32 and are eligible for licensing in the following lead-based discipline: Lead Inspector

Enclosed is your Lead Inspector license card. This card must be available for review at all times while you are implementing a lead-based project.

This license may be revoked, pursuant to 410 IAC 32-2-8, if you:

- (1) Violate any requirements of these rules (410 IAC 32), or any other federal, state, or local regulation pertaining to lead-based paint activities.
- (2) Falsify information on your application for licensing.
- (3) Fail to meet any qualifications specified in 410 IAC 32.
- (4) Conduct a lead-based paint project, or related lead-based activity, in a manner that is hazardous to the public health.

Your license is valid effective 03/29/2010, and will expire on 03/29/2028, as indicated on your card. We suggest that you attend the required training and submit an application for license renewal early to insure your license does not lapse. In order to avoid re-taking the initial training course, you must attend a refresher in the discipline you are seeking a license within three (3) years from the date of issuance of your last training course certificate.

 Indiana State Department of Health Jason A. Ganser Lead Inspector License # IND000501	
Effective: 03/29/2010	Expiration: 03/29/2028
Birth Date: 01/10/1974	Gender: M
Height: 6-00	Eye Color: Blue
Weight: 200	Hair Color: Brown

STATE FORM 49122 (R2 / 10-18)

 Indiana State Department of Health 2 North Meridian Street, 6 th Floor Indianapolis, Indiana 46204	
Lead Inspector	
Certificate Number	Expiration Date
IND000501	03/29/2028
Jason A. Ganser	
<i>Lindsay M. Weaver, MD, FACEP</i> Lindsay M. Weaver, MD, FACEP State Health Commissioner Indiana State Department of Health	

STATE FORM 49122 (R2 / 10-18)

Ivy Tech Community College

Environmental Management Institute at Ivy Tech Community College

9301 E 59th St. Indianapolis IN 46216
(317) 917-5900 | Indianapolis-EMI@ivytech.edu | IvyTech.edu/EMI

This confirms that

Jason Ganser

26598 US 20 West
South Bend, IN 46628

Completed the 8-hour instructional refresher training (hybrid) for

Lead Inspector

on March 13, 2025 and successfully passed the
exam on March 13, 2025

Tracie Simpson

Tracie Simpson, Program Manager



Certificate No: I-R-T203456-25-11150

Expiration Date: March 13, 2028

Approved by: Indiana Department of Environmental Management, US EPA

Based upon the review of your license application, the Indiana Lead and Healthy Homes Program has determined that you have fulfilled the requirements of 410 IAC 32 and are eligible for licensing in the following lead-based discipline: Lead Risk Assessor

Enclosed is your Lead Risk Assessor license card. This card must be available for review at all times while you are implementing a lead-based project.

This license may be revoked, pursuant to 410 IAC 32-2-8, if you:

- (1) Violate any requirements of these rules (410 IAC 32), or any other federal, state, or local regulation pertaining to lead-based paint activities.
- (2) Falsify information on your application for licensing.
- (3) Fail to meet any qualifications specified in 410 IAC 32.
- (4) Conduct a lead-based paint project, or related lead-based activity, in a manner that is hazardous to the public health.

Your license is valid effective 03/29/2010, and will expire on 03/29/2028, as indicated on your card. We suggest that you attend the required training and submit an application for license renewal early to insure your license does not lapse. In order to avoid re-taking the initial training course, you must attend a refresher in the discipline you are seeking a license within three (3) years from the date of issuance of your last training course certificate.

Indiana State Department of Health	
Jason A. Ganser	
Lead Risk Assessor License # IND000502	
Effective: 03/29/2010	Expiration: 03/29/2028
Birth Date: 01/10/1974	Gender: M
Height: 6-00	Eye Color: Blue
Weight: 200	Hair Color: Brown

 Indiana State Department of Health 2 North Meridian Street, 6 th Floor Indianapolis, Indiana 46204	
Lead Risk Assessor	
Certificate Number	Expiration Date
IND000502	03/29/2028
Jason A. Ganser	
<i>Lindsay M. Weaver, MD, FACEP</i> Lindsay M. Weaver, MD, FACEP State Health Commissioner Indiana State Department of Health	

Ivy Tech Community College

Environmental Management Institute at Ivy Tech Community College

9301 E 59th St. Indianapolis IN 46216
(317) 917-5900 | Indianapolis-EMI@ivytech.edu | IvyTech.edu/EMI

This confirms that

Jason Ganser

26598 US 20 West
South Bend, IN 46628

Completed the 8-hour instructional refresher training for

Lead Risk Assessor

on March 14, 2025, and successfully passed the exam
with a score of 70 or above on March 14, 2025

Tracie Simpson

Tracie Simpson, Program Manager



Certificate No: R-R-T203456-25-12212
Expiration Date: March 14, 2028

Approved by: Indiana Department of Environmental Management, US EPA

INDIANA STATE DEPARTMENT OF HEALTH

LEAD and HEALTHY HOMES PROGRAM

This certifies that

Jason Ganser

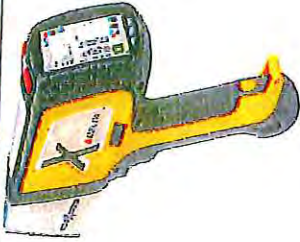
Passed the 3rd Party Exams for
**Lead Inspector &
Lead Risk Assessor**

Set down and signed this 21st day of December 2009.

Jeffery Turner
Exam Coordinator

IN-LI-1-JAG-12-09
IN-RA-1-JAG-12-09
Certificate Numbers

Certificate of Completion



This Certifies that

Jason A. Ganser

has successfully completed the Innov-X Systems
Radiation Safety & Operator Training for field portable
X-Ray Fluorescence Spectrum Analyzers

Brian Johnson

Brian Johnson, Authorized Trainer
Olympus Innov-X

Completion Date
February 11, 2011

Donald Sackett
Donald Sackett, Senior V.P.
Olympus Innov-X

EXHIBIT B





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

July 23, 2026

To: Board of Public Works and Safety

From: Christina M. Bonham, Paralegal

Subject: Agreement with Cathy's Cleaning Service Regarding the Maintenance Building Located at 610 E. Plymouth Ave.

It is recommended that the Board approve and authorize Mayor Leichty to execute the attached Agreement with Cathy's Cleaning Service to allow the City to enter into an agreement for cleaning services for the Maintenance Building located at 610 E. Plymouth Ave.

The cost for this project breaks down as follows:

Offices	Location	Weekly Cost	Annual Cost *
Building & Grounds Maintenance Office	610 E. Plymouth Ave.	\$45.00	\$2,340.00

* Annual Cost based on a calculation of weekly cost multiplied by 52 calendar weeks. Annual Cost is approximate.

Suggested Motion:

Approve and authorize Mayor Leichty to execute the attached Agreement with Cathy's Cleaning Service for cleaning services for the Maintenance Building located at 610 E. Plymouth Ave.

AGREEMENT WITH CATHY'S CLEANING SERVICE FOR THE MAINTENANCE BUILDING LOCATED AT 610 E. PLYMOUTH

THIS AGREEMENT is entered into on _____, 2026, which is the date of the last signature set forth on the signature page, by and between **Cathy's Cleaning Service** ("Contractor"), whose mailing address is 10 EMS D24 A Lane, 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 Contractor's Proposal dated June 26, 2026, and attached to this Agreement as Exhibit A.
- (B) Any inconsistency or ambiguity in this Contract shall be resolved by giving precedence in the following order:
 - (1) This Agreement, and Amendments; and
 - (2) Contractor's Proposal dated June 26, 2026.

Section 2. Scope of Services

Contractor shall provide City with cleaning services for Building and Grounds Maintenance Offices located at 610 E. Plymouth Ave., which services are more particularly described in Contractor's June 26, 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) Consultant acknowledges that time is of the essence and that the timely performance of its Duties is an important element of this agreement. Consultant 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 on regular rotation upon receipt of this fully executed Agreement.

Section 4. Compensation

City agrees to compensate Contractor as follow for satisfactorily performing all Duties:

Offices	Location	Weekly Cost	Annual Cost *
Building & Grounds Maintenance Office	610 E. Plymouth Ave.	\$45.00	\$2,340.00

* Annual Cost based on a calculation of weekly cost multiplied by 52 calendar weeks. Monthly Cost is approximate.

Section 5. Payment

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

City of Goshen
c/o Buildings & Grounds Department
524 East Jackson Street
Goshen, IN 46528
Email is also acceptable at tanyaheyde@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. 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 8. 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 9. 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 10. 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 11. 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 12. 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 13. 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 14. 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 15. 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 16. 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 17. 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: Cathy's Cleaning Service
Attention: Kara Trimmer
10 EMS D24 A Lane
Syracuse, IN 46567

Section 18. 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 19. 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 20. 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 21. 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 22. 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 23. 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 24. 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 25. Entire Agreement

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

Section 26. 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

Cathy's Cleaning Service

Gina M. Leichty, Mayor

Date Signed: _____

Kara S. Z.
Kara Trimmer, Owner

Date Signed: 7/17/26

EXHIBIT A

Amount per clean = \$45.00

Scope of Work to Include:

Entrance

- Clean glass entry doors
- Vacuum mats

Office

- Dust flat surfaces (Please note, we will dust cleared areas only due to privacy issues)
- Empty trash
- Sweep and mop floor

Restrooms 2

- Clean mirrors
- Clean and disinfect sinks, countertops, door handles, light switches, faucets, partition doors, urinals and toilets
- Wipe walls under dispensers and around toilets and urinals as needed
- Refill hand soap, paper towels, and toilet paper
- Empty trash
- Sweep and mop floors

Breakroom

- Sanitize countertops and sink
- Clean tables, chairs, and outside of the refrigerator
- Clean inside and outside of the microwave
- Clean coffee maker
- Wipe wall around trash can as needed
- Empty trash
- Sweep and mop floor

Shop

- Dump 2 trash cans in shop

Cleaning will take place once a week on the weekend. The City of Goshen agrees to provide all paper products, trash bags, and hand soaps needed. Cathy's Cleaning will provide all cleaning supplies.

Window washing and carpet cleaning are also available at an additional cost.

Anything beyond the cleaning specified in the bid/estimate would be billed at a rate of \$45.00 per man hour.



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

July 23, 2026

To: Goshen Board of Public Works and Safety

From: Shannon Marks, Legal Compliance Administrator

Subject: Uniform Conflict of Interest Disclosure Statement from Shane Heeter

The attached Uniform Conflict of Interest Disclosure Statement is submitted on behalf of Shane Heeter, an employee of Fire Department, for acceptance by the Board at a public meeting.

The Legal Department's involvement with Conflict of Interest Disclosure Statements is solely administrative. The Department does not review or evaluate the content of any disclosure. Its role is limited to facilitating the statutory filing process by placing the disclosure on the Board agenda, uploading it to Gateway, and filing it with the Clerk of the Elkhart County Circuit Court following Board acceptance.

Suggested Motion:

Move to accept the Uniform Conflict of Interest Disclosure Statement submitted by Shane Heeter.



UNIFORM CONFLICT OF INTEREST DISCLOSURE STATEMENT

State Form 54266 (R2 / 9-24) / Form 238
STATE BOARD OF ACCOUNTS

"A public servant who knowingly or intentionally (1) has a pecuniary interest in; or (2) derives a profit from; a contract or purchase connected with an action by the governmental entity served by the public servant commits conflict of interest, a Level 6 Felony." Ind. Code 35-44.1-1-4(b).

As defined by IC 35-31.5-2-261, "public servant" means a person who:

- (1) is authorized to perform an official function on behalf of, and is paid by, a governmental entity;
- (2) is elected or appointed to office to discharge a public duty for a governmental entity; or
- (3) with or without compensation, is appointed in writing by a public official to act in an advisory capacity to a governmental entity concerning a contract or purchase to be made by the entity.

A public servant has a pecuniary interest in a contract or purchase if the contract or purchase will result or is intended to result in an ascertainable increase in the income or net worth of the public servant or a dependent of the public servant. IC 35-44.1-1-4(a)(3).

A "dependent" means the spouse of a public servant; a child, stepchild, or adoptee of a public servant who is unemancipated and less than eighteen (18) years of age; or an individual more than one-half of whose support is provided during a year by the public servant. IC 35-44.1-1-4(a)(1).

Complete this form in its entirety. Legal counsel should be consulted.

1. Full name and address of public servant submitting this form: Shane Heeter
1303 Baker Ave., Goshen, IN 46526
2. a. Job title: Battalion Chief/Paramedic
b. Governmental entity: City of Goshen - Fire Department
c. County: Elkhart

FOR CONTRACTS, PLEASE COMPLETE SECTION 3.

FOR PURCHASES OF GOODS OR SERVICES (WITHOUT A CONTRACT), COMPLETE SECTION 4.

3. Identify and describe the contract involved (complete a separate Disclosure Form for each contract):
 - a. Full legal name and address of contractor: _____
 - b. Full name and address of "dependent" (if applicable): _____
 - c. Identify the governmental entity that is a party to the contract: _____
 - d. Relationship of public servant to contractor: _____

- e. Specific ownership interest (and/or job title) of the public servant (or the public servant's dependent) in contractor: _____
- f. Start date and end date of contract: _____
- g. Total dollar amount of contract: _____
- h. Specific financial interest (and/or dollar amount) derived by the public servant (or the public servant's dependent) as a result of the contract: _____
- i. Date of the public meeting and the name of the governmental entity that accepted the contract (Note: this date MUST be prior to any final action on the contract or purchase): _____
4. Identify and describe each purchase of goods or services (which does not involve a contract) in which the public servant has a pecuniary interest:
- a. Describe the good or service purchased:
CPR & First Aid Training
AED Sales and Maintenance
First Aid Restocking and Supplies
- b. State the total dollar amount of each purchase: CPR and First Aid training varies from \$40-\$65/
per student. AED and First Aid supplies vary by product.
- c. Full legal name of vendor: CPR by Shane LLC
- d. Name of governmental entity making the purchase of goods or services:
City of Goshen
- e. Specific ownership interest (and/or job title) of the public servant (or the public servant's dependent) in vendor: I am the owner of CPR by Shane LLC and also Battalion Chief/Paramedic with the
Goshen Fire Department
- f. Full name and address of "dependent" (if applicable): N/A
- g. Purchase date: 2026 Year
- h. Specific financial interest (and/or dollar amount) derived by the public servant (or the public servant's dependent) as a result of the purchase: I am the owner of CPR by Shane,
the vendor providing these services. As owner, I have a financial interest because
CPR by Shane will receive payment for the services provided under this purchase
- i. Date of the public meeting and the name of the governmental entity that accepted the purchase of goods or services (Note: this date MUST be prior to any final action on the contract or purchase): _____

IF PUBLIC SERVANT IS APPOINTED, COMPLETE SECTION 5

ALL OTHER PUBLIC SERVANTS, COMPLETE SECTION 6

5. Approval of elected public servant or board of trustees of a state supported college or university that appointed the public servant:

I / WE hereby approve this Conflict of Interest Form concerning the public servant for the contract or purchase described herein on this day:

Date of Appointment: _____

Date of Approval of Conflict of Interest: _____

Signature

Printed Name, Job Title

Signature

Printed Name, Job Title

6. Approval by governmental entity at public meeting

a. Date this Conflict of Interest was submitted to the governmental entity: 07/09/2026

b. Date of the public meeting this Conflict of Interest Form was accepted by the public entity (Note: this date MUST be prior to any final action on the contract or purchase): _____

7. Affirmation of Public Servant:

This disclosure was submitted to and accepted by the governmental entity in a public meeting (identified above) prior to final action on the contract or purchase.

I affirm, under penalty of perjury, the truth and completeness of the statements made above.

Signed: _____

Printed Name: Shane Heeter

Date: 7/10/2026

Email Address: CPRbyShane@gmail.com

8. Filing Requirement

Within fifteen (15) days after final action on the contract or purchase, copies of this statement must be filed with both:

1. The Indiana State Board of Accounts by uploading at https://gateway.ifonline.org/sboa_coi/; and
2. The Clerk of the Circuit Court of the county where the governmental entity took final action on the contract or purchase.



**Engineering Department
CITY OF GOSHEN**

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

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

Memorandum

To: Goshen Board of Public Works

From: Goshen Engineering

**RE: STEURY AVENUE & LINCOLN AVENUE RECONSTRUCTION & DRAINAGE
IMPROVEMENTS – CHANGE ORDER NO. 9 (JN: 2019-0046)**

Date: July 24, 2026

Pavement of the eastbound lane of Lincoln Avenue was reconstructed in 2020 when the aging water main was replaced, but older pavement remains in the westbound lane. The 2" milling and resurfacing on Lincoln Avenue, from the eastern end of the full-depth reconstruction near 930 East Lincoln to Blackport Road, was intended to restore the entire roadway surface, including water main crossings and other utility pavement patches (see Figure 1). Since 2020, however, it has been noted that the full-depth pavement has receded more than anticipated. Considering the presence of more wet and compressible soils in this area, it is anticipated that the roadway will continue to "flex" more than other pavements in the City. To help prevent cracking from the lower layers of asphalt reflecting into the new surface layer, and in order to provide a more uniform and longer-lasting treatment over both the older and newer pavement sections, a pavement interlayer fabric would be installed before resurfacing. Change Order No. 9 includes costs for a Petromat Enviro pavement interlayer, which can be placed on the milled surface without a special leveling course.

Costs for grading, or "topping", to remove sections of shoulders above the surface of the edge of pavement along this section of East Lincoln Avenue is also including in Change Order No. 9. This will improve drainage of water off of the roadway.

Change Order No. 9 also includes costs for including ductile iron storm pipe with an improved limestone No. 53 backfill material near the storm outfall within GDC's parking lot. This is due to limited cover over the pipe, heavy truck traffic, and observations of flooding in the outfall area (see Figure 2).

Finally, Change Order No. 9 includes costs for changing the installation of water main from open cut installation to directional drilling within the utility easement in the northern part of the Lionshead property at 305 Steury Avenue (see Figure 3 – Figure 5). This change is being made in order to reduce the landscape restoration and fence replacement, which would need to be restored per the existing easement language, and avoid potential issues with proximity to utility poles.

Niblock Excavating provided a price of \$5.50 per SYD for the Petromat Enviro. This is less than the low-bid unit price received for over 26,000 SYD of the same material on another project. Pricing for shoulder clipping is comparable to change order pricing on a past project. The price for 12-inch ductile iron pipe with the select backfill is also reasonable, based on other bid pricing received. The price for 16-inch HDPE water main is also reasonable compared to past bid pricing received.

Goshen Engineering requests that the Goshen Board of Public Works approve Change Order No. 9 in the amount of \$104,252.50. This change, along with previous changes, increases the value of the contract by 4.81%. Goshen Redevelopment is funding this project and approved Change Order No. 9 at their July 14, 2026, meeting.

Suggested Motion: Move to approve Change Order No. 9 in the amount of \$104,252.50 to include a pavement interlayer and improve drainage along East Lincoln Avenue, improve the storm pipe and outfall at GDC, and install water main by directional drilling methods.



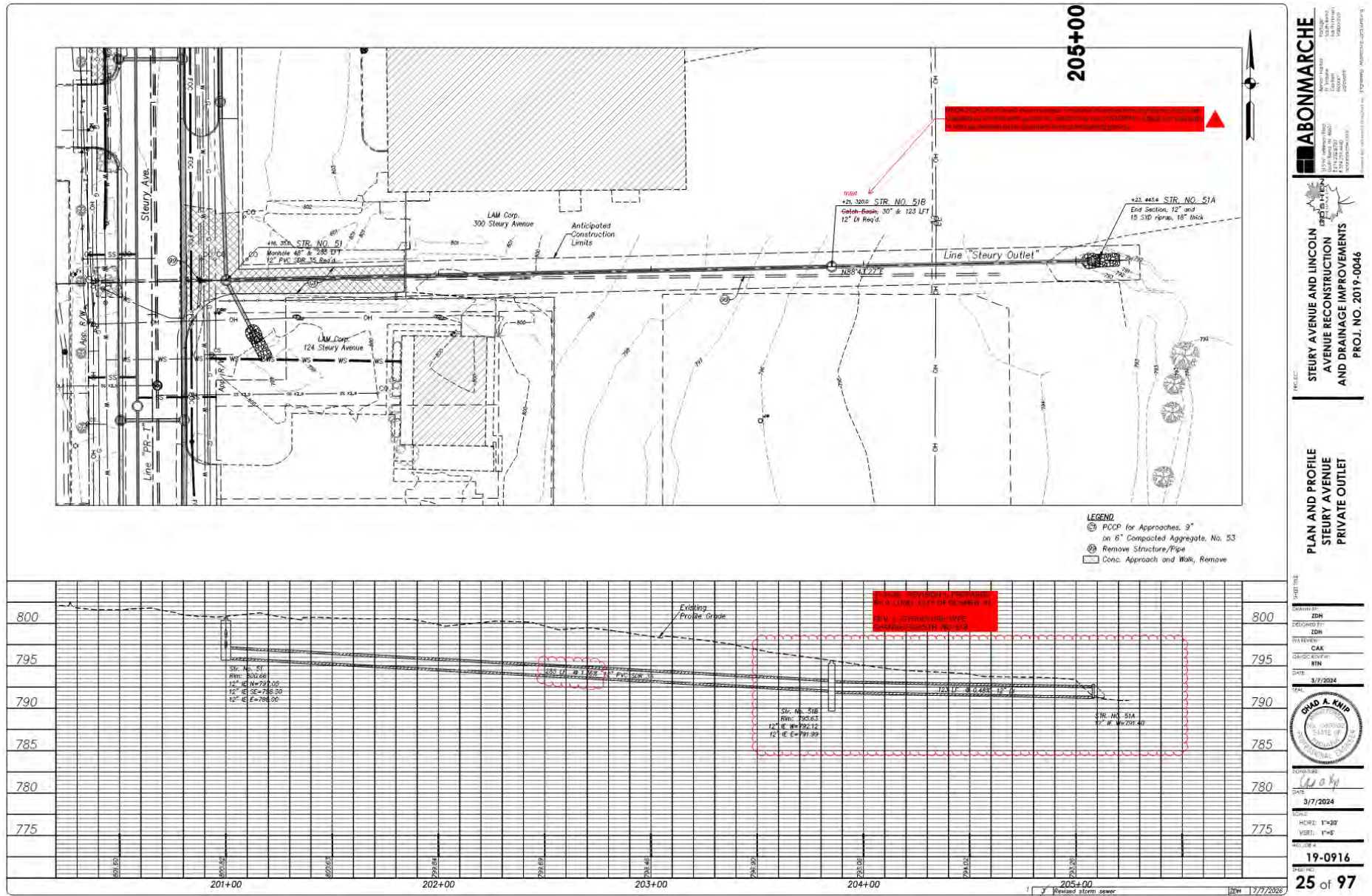


Figure 2 - Revised Storm Pipe and Outfall at GDC (300 Steury Avenue)







Figure 5 - Area of Proposed Directionally-Drilled Water Main

CHANGE ORDER FORM

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Change Order No. 9

Date: 7/14/2026

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

OWNER: City of Goshen

PROJECT NAME: Steury Avenue and Lincoln Avenue Reconstruction Project

PROJECT NUMBER: 2019-0046

CONTRACTOR: Niblock Excavating, Inc.

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

Pavement of the eastbound lane of Lincoln Avenue was reconstructed in 2020 when the aging water main was replaced, but older pavement remains in the westbound lane. The 2" milling and resurfacing on Lincoln Avenue, from the eastern end of the full-depth reconstruction near 930 East Lincoln to Blackport Road, was intended to restore the entire roadway surface, including water main crossing and other utility patches. Since 2020, however, it has been noted that the full-depth pavement has receded more than anticipated. Considering the presence of more wet and compressible soils in this area, it is anticipated that the roadway will continue to "flex" more than other pavements in the City. To help prevent cracking from the lower layers of asphalt into the new surface layer, and in order to provide a more uniform and longer-lasting treatment over both the older and newer pavement sections, a pavement interlayer fabric would be installed before resurfacing. Change Order No. 9 includes costs for a Petromat Enviro pavement interlayer, which can be placed on the milled surface without a special leveling course.

Costs for clipping the shoulders along this section of East Lincoln Avenue is also including in Change Order No. 9. This will improve drainage of water off of the roadway.

Change Order No. 9 also includes costs for including ductile iron storm pipe with an improved limestone No. 53 backfill material near the storm outfall within GDC's parking lot. This is due to limited cover over the pipe, heavy truck traffic, and observations that the outfall area floods periodically.

Finally, Change Order No. 9 includes costs for changing the installation of water main from open cut installation to directional drilling within the utility easement in the northern part of the Lionshead property at 305 Steury Avenue. This change is being made in order to reduce the landscape restoration and fence replacement, which would need to be restored per the existing easement language, and avoid potential issues with proximity to utility poles.

CO 9.1	Petromat Enviro	9,955 SYD @ \$5.50	-----	\$54,752.50
CO 9.2	Shoulder Topping	1 LSUM @ \$7,800.00	-----	\$7,800.00
	NOTE: This includes cutting down shoulders where necessary from end of full-depth construction to east end of project			

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CO 9.3	GDC Storm Pipe, 12" Ductile Iron, Structure and Backfill NOTE: Price includes cost of No. 53 limestone backfill and 30" Inlet with Sump for material transition	150 LFT	@ \$157.00	-----	\$23,550.00
CO9.4	Water Main, HDPE, 16" DIPS DR 11, Directionally Bored NOTE: For water main in utility easement at 305 Steury Avenue	330 LFT	@ \$180.00	-----	\$59,400.00
29A	Water Main, DI, 12", Open Cut	-330 LFT	@ \$125.00	-----	-\$41,250.00
Subtotal=					\$104,252.50

II. ADJUSTMENTS IN AMOUNT OF CONTRACT

1. Amount of original contract	\$9,097,758.00
2. Net (Addition/ Reduction) due to all Previous Contract Supplements Numbers 1 to 8	\$333,729.00
3. Amount of Contract, not including this supplement	\$9,431,487.00
4. Addition/ Reduction to Contract due to this supplement	\$104,252.50
5. Amount of Contract, including this supplemental	\$9,535,739.50
6. Total (Addition/ Reduction) due to all Change Orders (Line 2 + Line 4)	\$437,981.50
7. Total percent of change in the original contract price Includes Change Order No. 1 to 9 (Line 6 divided by Line 1)	4.81%

III. CONTRACT SUPPLEMENT CONDITIONS

1. The contract completion date established in the original contract or as modified by previous Contract Supplement(s) is hereby **extended/reduced** by 0 calendar days, making the final completion date August 18, 2026.

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

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

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

RECOMMENDED FOR ACCEPTANCE



Brad Minnick, P.E.
City Civil Engineer NOTE: For CO9.1 - CO9.3



Dustin K. Sailor, P.E.
Director of Public Work: NOTE: For CO9.4 and 29A

ACCEPTED: REDEVELOPMENT
CITY OF GOSHEN, INDIANA

BY:



Becky Hutsell, Redevelopment Director

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

Mayor

Member

Member

Member

Member

ACCEPTED: CONTRACTOR

BY:

Signature of authorized representative

Printed

Title



**Engineering Department
CITY OF GOSHEN**

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

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

Memorandum

To: Goshen Board of Public Works

From: Goshen Engineering

**RE: COLLEGE AVE, PHASE I – STRUCTUREPOINT CONTRACT AMENDMENT NO. 3 FOR
ADDITIONAL SURVEY, STAKING, AND CONSTRUCTION PHASE SERVICES
DES NO. 1900739, DES NO. 2101631, DES NO. 2501041
(JN 2019-0022)**

Date: July 24, 2026

Structurepoint performed additional survey work and right-of-way staking during the design and right-of-way clearing phases of this project. The additional survey involved capturing as-built conditions of the newly installed lift station components and underground utilities, and the right-of-way staking was necessary to mark tree clearing limits. To provide for these costs, Amendment No. 3 will re-allocate unused right-of-way engineering funds within the existing contract. The remainder of the unused funds will be designated for construction phase services. This provides for contingency for unforeseen design services needed during construction, over and above the original contract amount.

There is no net increase in the total contract with Structurepoint. However, because the contract is divided into design services categories, each with a lump sum; cost per unit and not-to-exceed; or hourly and expenses and not-to-exceed amount, the individual amounts for Survey, Right-of-Way Engineering Services, and Construction Phase Services need to be adjusted, as summarized below:

Contract Services Category	Basis	Current Amount	Adjustment	New Total
Survey	Lump Sum	\$65,750	\$4,900.00	\$70,650.00
Construction Phase	Hourly, NTE	\$12,800	\$12,144.20	\$24,944.20
Right-of-Way Engineering	Unit, NTE	\$126,660	(\$17,044.20)	\$109,615.80
Total		\$205,210	\$0.00	\$205,210.00

Goshen Redevelopment funds this project, and they approved recommending Board of Works authorize Amendment No. 3 at their July 14, 2026, meeting.

Requested Motion: Move to approve and authorize Mayor Leichty to execute Amendment No. 3, having a zero-dollar cost change, for the design contract with Structurepoint to increase the survey and construction phase services fees, and re-allocate unused right-of-way engineering funds, as detailed in the attached Amendment.

Amendment No. 3

This Amendment, made and entered into this ___ day of _____, 2026, by and between City of Goshen Board of Public Works and Safety, acting by and through its proper officials (hereinafter referred to as LPA) and American Structurepoint, Inc., (hereinafter referred to as CONSULTANT), a corporation organized under the laws of the State of Indiana.

WHEREAS, on March 25, 2020 LPA entered into a contract with the CONSULTANT for College Avenue Reconstruction Project, DES No. 1900739, and on September 11, 2023, LPA entered into Amendment No. 1 with CONSULTANT for Environmental Services, and on February 22, 2024, LPA entered into Amendment No. 2 with CONSULTANT; and

WHEREAS, since the execution of the original contract, the INDOT fee schedule has been updated.

NOW THEREFORE, it has been determined by LPA and the CONSULTANT that the contract shall be amended as follows:

1. Appendix D, Paragraph A.2.a shall be revised as follows:

a. Survey ~~\$65,750~~ **\$70,650**

2. Appendix D, Paragraph A.3 shall be revised as follows:

3. The CONSULTANT shall be compensated for right-of-way engineering services based on the specific cost per unit multiplied by the actual units of work. Estimated unit costs are shown in Exhibit 2, which is attached hereto and incorporated herein. The final amount will be adjusted according to the actual subconsultant invoices; however, the final amount shall not exceed ~~\$126,660~~ **\$109,615.80** unless and until a supplemental agreement is executed. Thirty-Five parcels are assumed.

3. Appendix D, Paragraph A.5 shall be revised as follows:

5. For construction phase services, the CONSULTANT will be compensated on a labor rate multiplier basis. The CONSULTANT will be paid for the actual hours of work performed by essential personnel exclusively working on these tasks at the direct wage and salary rates of each employee multiplied to 2.96, PLUS direct non-salary costs as approved by LPA. Direct non-salary costs shall be the actual out-of-pocket expenses of the CONSULTANT directly attributable to this Contract, such as fares, subsistence, mileage, equipment rentals, reproductions, approved subconsultant fees, etc. The fees for construction phase services will not exceed ~~\$12,800~~ **\$24,944.20** unless and until a supplemental agreement is executed.

4. This Amendment No. 3 will shift unused funds from right-of-way engineering services to cover additional topographic survey services, additional right-of-way staking services regarding tree clearing operations, and additional construction phase services as authorized by the City Engineer.

In Witness Whereof, the CONSULTANT and the LPA have, through duly authorized representatives, entered into this Contract. The parties having read and understand the forgoing terms of this Contract do by their respective signatures dated below hereby agree to the terms thereof.

CONSULTANT

American Structurepoint, Inc.

LOCAL PUBLIC AGENCY

City of Goshen Board of Public Works and
Safety

Cash E. Canfield, President

Gina M. Leichty, Mayor



**ENGINEERING DEPARTMENT
CITY OF GOSHEN**

204 East Jefferson Street, Suite I • Goshen, IN 46528-3405
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engineering@goshencity.com • www.goshenindiana.org

MEMORANDUM

TO: Board of Public Works and Safety

FROM: Goshen Engineering

RE: **RELEASE OF MAINTENANCE BOND – PARKS MAINTENANCE
BUILDING (JN: 2021-0022)**

DATE: July 23, 2026

Final inspection of the above-referenced project has taken place. The infrastructure (asphalt, concrete, sanitary, water and storm system) has been found to meet City standards and specifications.

It is, therefore, recommended that the City of Goshen release the 3-year maintenance bond, which were posted by Nuway Construction for the infrastructure in the amount of \$249,880.04.

Please approve the release of the bond and accept this project for permanent maintenance. Copies of the maintenance bond are attached for your review.

Requested Motion: ***Approve the release of the 3-year maintenance bond in the amount of \$249,880.04 and accept the Parks Maintenance Building project for permanent maintenance.***

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

**MAINTENANCE
BOND**

Frankenmuth Insurance Company
1 Mutual Ave Frankenmuth, MI 48787

Bond No.: SUR2004303

KNOWN ALL BY THESE PRESENTS: That we Nuway Construction
as Principal, and Frankenmuth Insurance Company, a corporation
organized and existing under the Laws of the State of Michigan, as Surety, are held and
firmly bound unto City of Goshen, Indiana, as Obligee, in the
total sum of Two Hundred Forty Nine Thousand Eight Hundred Eighty and 04/100
U.S. Dollars (\$249,880.04) or the payment whereof said Principal and Surety bind
themselves, jointly and severally, as provided herein.

WHEREAS, the Principal entered into a contract with the Obligee dated 06/16/2022 for
New Goshen Parks Maintenance Building Construction Project
("Work").

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal
shall maintain and remedy said Work free from defects in materials and workmanship for a
period of three year(s) from the date of substantial completion of the work provided for in
the Plans, (the "Maintenance Period"), then this obligation shall be void; otherwise it shall remain in full
force and effect.

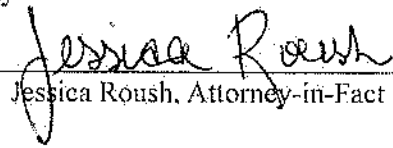
PROVIDED, HOWEVER, that any suit under this bond shall be commenced no later than one
(1) year from the expiration date of the Maintenance Period; provided, however, that if this limitation is
prohibited by any law controlling the construction hereof, such limitation shall be deemed to be amended
so as to be equal to the minimum period of limitation permitted by such law, and said period of limitation
shall be deemed to have accrued and shall commence to run on the expiration date of the Maintenance
Period.

SIGNED this 26th day of July, 2023.

By: Nuway Construction
Principal

By: 
Andrew Nesbitt, President

Frankenmuth Insurance Company
Surety

By: 
Jessica Roush, Attorney-in-Fact

FRANKENMUTH INSURANCE COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that Frankenmuth Insurance Company (the "Company"), a corporation duly organized and existing under the laws of the State of Michigan, having its principal office at 1 Mutual Avenue, Frankenmuth, Michigan 48787, does hereby nominate, constitute and appoint:

David Atkinson and Jessica L. Roush

Their true and lawful attorney(s)-in-fact, each in their separate capacity if more than one is named above, to make, execute, seal, acknowledge and deliver any and all bonds, contracts and undertakings of suretyship, with the exception of Financial Guaranty Insurance, provided, however, that the penal sum of any one such instrument shall not exceed the sum of:

Fifty Million and 00/100 Dollars (\$50,000,000)

This Power of Attorney is granted pursuant to the following Resolution duly adopted at a meeting of the Board of Directors of Frankenmuth Insurance Company:

"RESOLVED, that the President, Senior Vice President or Vice President and each of them under their respective designations, hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer of the Company, qualifying the attorney(s) named in the given power of attorney, to execute on behalf of, and acknowledge as the act and deed of Frankenmuth Insurance Company on all bonds, contracts and undertakings of suretyship, and to affix the corporate seal thereto."

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 15th day of December, 2022.



Frankenmuth Insurance Company

By Frederick A. Edmond, Jr.
Frederick A. Edmond, Jr.,
President and Chief Executive Officer

Sworn to before me, a Notary Public in the State of Michigan, by Frederick A. Edmond, Jr., to me personally known to be the individual and officer described in, and who executed the preceding instrument, deposited and said the Corporate Seal and his signature as Officer were affixed and subscribed to said instrument by the authority of the Company.

IN TESTIMONY WHEREOF, I have set my hand, and affixed my Official Seal this 15th day of December, 2022.

Susan L. Fresorger

(Seal)

Susan L. Fresorger, Notary Public
Saginaw County, State of Michigan
My Commission Expires: April 3, 2028



I, the undersigned, Executive Vice President of Frankenmuth Insurance Company, do hereby certify that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and is in full force and effect as of this date.

IN WITNESS WHEREOF, I have set my hand and affixed the Seal of the Company, this 26 day of July, 2023.

Andrew H. Knudsen
Andrew H. Knudsen, Executive Vice President,
Chief Operating Officer and Secretary

**ALL CORRESPONDENCE RELATED TO BOND VALIDATION AND/OR A CLAIM SHOULD BE DIRECTED TO
VP SURETY, 701 U.S. ROUTE ONE, SUITE 1, YARMOUTH, ME 04096**



Frankenmuth Insurance Company
Ansur America Insurance Company
Patriot Life Insurance Company
Patriot Insurance Company

SURETY BOND SEAL ADDENDUM
Frankenmuth Insurance Company

Due to logistical issues associated with the use of traditional seals during the COVID-19 pandemic, Frankenmuth Insurance Company has authorized its Attorneys-in-Fact to affix Frankenmuth Insurance Company's corporate seal to any bond executed on behalf of Frankenmuth Insurance Company, by any such Attorney-in-Fact, by attaching this Addendum to said bond.

Through December 31, 2023, to the extent this Addendum is attached to a bond that is executed on behalf of Frankenmuth Insurance Company, by its Attorney-in-Fact, Frankenmuth Insurance Company, hereby agrees that the seal below shall be deemed affixed to said bond to the same extent as if its raised corporate seal was physically affixed to the face of the bond.

Dated this 26 day of July, 2023.



Sign: Jessica Bann
Attorney-in-fact