



City of Goshen Board of Public Works & Safety

Regular Meeting Agenda

4:00 p.m., JULY 30, 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 9, 2026 meeting

Approval of Agenda

- 1) Police Department request:** Accept the retirement of **Division Chief Mario Mora** from the Goshen Police Department, effective July 14, 2026, which was also his last day of service
- 2) Historic Southside Neighborhood Association request:** Approve the closure of the 500th block of 7th Street, from 4-8 p.m., on Aug. 14, 2026 for the annual neighborhood picnic
- 3) Goshen City Church of the Brethren request:** Close the angle parking places in the 100 block of East Clinton Street on the north side, between Fifth Street and the north-south alley, on Aug. 7, 2026, from 3-10 p.m. , for parking by Lake Area Band members
- 4) Goshen Inc. & Janus Motorcycles request:** For the Janus Motorcycles annual Owner's Rally and the rescheduled First Fridays Bike Night happening, on Saturday, Sept.19, 2026 approve the closure of 5th Street, from Washington Street to the alley south, from noon to 9 p.m. and the closure of the parking lot south of City Hall and the parking lot between Janus Motorcycles and Electric Brew from 8 a.m. to 9 p.m. (both no parking and closed at these times)
- 5) Parks & Recreation Department request:** Approve the closure of Main Street, between Jefferson Street and Lincoln Avenue, from 8 a.m. until 12:30 p.m. on Aug. 22, 2026 for the annual City's annual Touch-a-Truck event
- 6) Legal Department request:** Approve the agreement for Payment of Bridge Inspection Fees with Goshen College, Inc. requiring payments of \$1,200 on or before Sept. 1, 2026, and \$1,400 on or before Sept. 1, 2028
- 7) Legal Department request:** Approve the agreement for the Extension of Water and Sanitary Sewer Service between the City and the Fair, accept the Proposed Utility Easement, and authorize the Mayor to execute on the City's behalf
- 8) Water & Sewer Office request:** Move \$4,401.24 in uncollected finalized accounts from active to collection, sewer liens and write-offs for the period through April 28, 2026



9) Engineering Department request: Approve the northbound lane closure on Century Drive, from Eisenhower Drive to College Avenue, from Monday, Aug. 10, until Saturday, Sept. 26, 2026

10) Engineering Department request: Approve the closure of College Avenue, from Lincolnway East / US 33 east to Century Drive over two four-day periods, starting Monday, Aug. 3, and Monday, Aug. 10, 2026

11) Engineering Department request: Authorize the Department of Public Works to proceed with the completion of the Shanklin Pool demolition utilizing qualified City employees and resources, with all work to be performed in accordance with applicable Indiana statutes, local ordinances, safety requirements, and departmental procedures

12) Engineering Department request: Approve the contract for asbestos abatement and related disposal services at the Shanklin Pool facility to Protechs, Inc. in the amount of \$2,324.41, and authorize the Mayor to execute all necessary contract documents

Privilege of the Floor

Approval of Civil City and Utility Claims

Adjournment



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 28, 2026

From: Andy Stephenson

Reference: The Retirement of Division Chief Mario Mora

I respectfully request that the Board of Public Works and Safety accept the retirement of Division Chief Mario Mora from the Goshen Police Department, effective July 14, 2026, which was also his last day of service.

Division Chief Mora served the Goshen community with pride and courage for nearly 21 years. He began his policing career with the Ligonier Police Department, before joining our department in 2005. He progressed through various roles and ranks, culminating in his appointment to Division Chief in 2023.

Division Chief Mora's service to our department, the residents of Goshen, and the policing profession are greatly appreciated. We thank Division Chief Mora, and we wish him the best as he enters retirement.

Respectfully,

A handwritten signature in black ink, appearing to be "A. Stephenson", written over a horizontal line.

Andy Stephenson

Dear Chief and Mayor,

I am writing to formally announce my retirement from the Goshen Police Department, effective July 14, 2026. After nearly 21 years of dedicated service to this department and community, I have made the decision to step away from my duties.

This has been a difficult decision, but I believe it is the best course of action at this point in my career. I am grateful for the opportunities I have had to serve, protect, and contribute to the city of Goshen over the years. I will always cherish the relationships and experiences I've gained during my time here.

Thank you for your support and understanding.

Sincerely,

Mario A.Mora #144



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 30, 2026
Subject: Historic Southside Neighborhood Association request

On July 27, 2026, the Clerk-Treasurer's Office received the following email:

My name is **Megan Hessler** and I am the Chairperson for the Historic Southside Neighborhood Association (HSNA). I would like to be added to the Board of Works agenda for this coming Thursday, July 30th to make a request. I will be able to attend in person.

ANNUAL NEIGHBORHOOD PICNIC: I would like to request that the 500 block of South 7th Street be closed to vehicle traffic from 4p-8 pm on Saturday, August 15th. Approximately 120 neighbors gather annually to share food and fellowship.

Our neighborhood will distribute flyers in the morning reminding those who park in that block to kindly remove their cars before the event begins. We often have visits from the Fire Department as well.

Please let me know if you need additional information. I appreciate your assistance.

Thanks,

Megan Hessler

773-580-0575

megan@hessler.net



GOSHEN CITY CHURCH OF THE BRETHREN

*Building radical spirit-filled community, cultivating authentic relationships,
sharing God's inclusive love in and beyond our city.*

We request that the nine angle parking places in the 100 block of East Clinton Street on the north side between Fifth Street and the north-south alley be blocked off on Friday, August 7, 2026, from 3:00 pm To 10:00 pm. The church will be hosting the Lake Area Band with a 7:00 pm concert outside in the yard. A place is needed to park the equipment that they bring.

We also request that the Goshen Street Department block off those spaces.

Thank you,

Nancy Hoke

Goshen City Church of the Brethren

203 N. 5th Street, Goshen, IN 46528

574-533-1884

office@goshencitychurch.org

Kurt Borgmann, Pastor
260-901-1851
kurt@goshencitychurch.org



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

Board of Works Request
Jul 22, 2026

Downtown Goshen Inc. and Janus Motorcycles are requesting closures for the Janus Motorcycles annual Owner's Rally and rescheduling of First Fridays Bike Night happening on September 19th, 2026.

1. **What parking spaces/streets do you want to close/use?** 5th Street from Washington to the alley, South from noon to 9 p.m. The entire parking lot South of City Hall (202 S 5th St) and the entire parking lot between Janus Motorcycles (211 S 5th St) and Electric Brew (118 E Washington St) from 8 a.m. to 9 p.m. Both will be no parking and closed at these times.
2. **Why do you want to close them? What activities will take place?** Janus Motorcycles Owner Rally and Community Party in partnership with First Fridays Bike Night (rescheduled from July 3).
3. **When do you want to start the closure, and when will the closure end?** 5th Street from Washington to the alley, South from noon to 9 p.m. The entire parking lot South of City Hall (202 S 5th St) and the entire parking lot between Janus Motorcycles (211 S 5th St) and Electric Brew (118 E Washington St) from 8 a.m. to 9 p.m. Both will be no parking and closed at these times. Closure will take place on Saturday September 19th, 2026.
4. **Are there any affected businesses, and are they supportive of your request to close the parking spaces?** There are businesses affected by the closure, and they will be informed in advance.
5. **Do you require any barricades from the Street Department to accomplish the closure for your event?** Yes, barricades are noted on the attached maps.

Thank you for your consideration.

Amanda Rose
Director of First Fridays
Eyedart Creative Studios

East Washington



Electric Brew

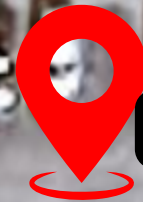


City of Goshen

5th Street



Janus Motorcycles



Police Station





Parks & Recreation Department

CITY OF GOSHEN

410 W Plymouth Avenue · Goshen, IN 46526

Phone (574) 534-2901 · Fax (574) 349-6672

goshenparks@goshencity.com

www.goshen.in.gov

To: Board of Public Works and Safety

From: Kimberlee Stephens, Parks and Recreation Manager

Date: August 22, 2026

Subject: Request for Street Closure – Touch-a-Truck Event

The Goshen Parks & Recreation Department respectfully requests approval to temporarily close Main Street between Jefferson Street and Lincoln Avenue for the annual Touch-a-Truck event on Saturday, August 22, 2026.

The event will take place from 9:00 a.m. to 12:00 p.m. To allow adequate time for event setup and tear-down, we are requesting the street closure be in effect from 8:00 a.m. until 12:30 p.m.

Touch-a-Truck is a free, family-friendly community event that provides children and families with the opportunity to explore a variety of City vehicles, trucks, and equipment while interacting with City staff and learning about the services they provide. The first hour of the event (9:00–10:00 a.m.) will be designated as a sensory-friendly hour, during which no lights or sirens will be used.

Hosting the event downtown provides a safe, accessible, and engaging venue for attendees while showcasing City departments and fostering positive community engagement.

We respectfully request the Board of Public Works and Safety approve the temporary closure of Main Street between Jefferson Street and Lincoln Avenue from 8:00 a.m. to 12:30 p.m. on Saturday, August 22, 2026, for the Touch-a-Truck event.



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

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

bodiestegelmanna@goshencity.com • www.goshen.in.gov
Phone (574) 537-3854 • Fax (574) 533-8626 • TDD (574) 534-3185

MEMORANDUM

To: Board of Public Works and Safety

From: Bodie J. Stegelmann

Re: Agreement with Goshen College

Date: July 30, 2026

The City of Goshen entered into an agreement with DLZ on December 4, 2025, for inspections of certain bridges within the City of Goshen. One such bridge is located on the Goshen College campus, located under the railroad tracks. Goshen College agrees to pay to the City of Goshen \$1,200.00 on or before September 1, 2026, for a 2026 inspection of the bridge on its campus and \$1,400.00 on or before September 1, 2028, for a 2028 inspection of that bridge.

Suggested Motion: Move to approve the Agreement for Payment of Bridge Inspection Fees with Goshen College, Inc. requiring payments of \$1,200.00 on or before September 1, 2026, and \$1,400.00 on or before September 1, 2028.

Agreement for Payment of Bridge Inspection Fees

The City of Goshen, Indiana, by its Board of Public Works and Safety ("City"), and Goshen College Inc. ("College") enter into this Agreement on July _____, 2026.

WHEREAS City entered into an agreement with DLZ on December 4, 2025, for inspections of certain bridges within the City of Goshen.

WHEREAS College has agreed to pay for inspections to the pedestrian tunnel (Bridge 402) under the railroad tracts located on the College campus.

NOW THEREFORE City and College agree that City shall contract with DLZ for the inspection of the pedestrian tunnel (Bridge 402) under the railroad tracts located on the College campus, and College agrees to pay to City the sum of \$1,200.00 on or before September 1, 2026, for a 2026 inspection and \$1,400.00 on or before September 1, 2028, for a 2028 inspection.

In the event College fails to make the payments required by this Agreement, the City will consider College in default, and interest will accrue on the unpaid principal balance at the rate of eight percent (8%) per annum from the date the payment was due. College shall pay any collection costs, including court costs and reasonable attorneys' fee, which City incurs as a result of enforcing its rights under this agreement.

IN WITNESS THEREOF the undersigned have executed this Reimbursement Agreement on the date written below.

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

Goshen College Inc.

By _____
Gina M. Leichty, Mayor

By _____
Printed: _____

Its: _____

Date: July _____, 2026

Date: July _____, 2026.



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 30, 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 an Agreement for the Extension of Water and Sanitary Service with the Elkhart County 4-H and Agricultural Exposition (the "Fair"). The Fair is undergoing a project that will include construction of water and sewer infrastructure within the Fairgrounds to serve an event center, an EMS building, the Fair's maintenance building, and additional RV campsites. Serving these facilities will require the extension of City water and sanitary sewer mains east along Monroe Street/CR 34. The Goshen Common Council, by resolution dated July 27, 2026, approved the extraterritorial extension of service.

Per the Agreement, the Fair will design, permit, fund, and construct the necessary improvements at its own expense and in accordance with City standards. The City will accept, own, and maintain only the public mains located within the dedicated easement along/parallel to Monroe Street/CR 34.

Suggested Motion: Move to approve the Agreement for the Extension of Water and Sanitary Sewer Service between the City and the Fair, Accept the Proposed Utility Easement, and authorize the Mayor to execute on the City's behalf.

AGREEMENT FOR THE EXTENSION OF WATER AND SANITARY SEWER SERVICE

THIS AGREEMENT FOR THE EXTENSION OF WATER AND SANITARY SEWER SERVICE (this “Agreement”) is entered into on the date set forth below by and between the **CITY OF GOSHEN, INDIANA**, a municipal corporation and political subdivision of the State of Indiana, acting through the Goshen Board of Public Works and Safety (“City”), and **ELKHART COUNTY 4-H AND AGRICULTURAL EXPOSITION, INC.**, an Indiana nonprofit corporation (the “Fair”).

RECITALS

WHEREAS, the Fair is the owner of the real estate commonly known as the Elkhart County Fairgrounds, located on the south side of County Road 34 (East Monroe Street) and east of the railroad in Elkhart Township, Elkhart County, Indiana (the “Fairgrounds”); and

WHEREAS, the Fair and the City have maintained a longstanding partnership under which the City has permitted public water and sanitary sewer services to be extended beyond the corporate boundaries of the City to serve portions of the Fairgrounds as a unique community complex; and

WHEREAS, a portion of the Fairgrounds is presently served by City water and sanitary sewer services pursuant to that certain Agreement between City and the Fair, dated January 19, 2021, and recorded February 16, 2021, as Instrument No. 2021-04097 in the Office of the Recorder of Elkhart County, Indiana (the “2021 Agreement”), which provided, among other things, for the extension of City’s public water main east along County Road 34 to a point east of the Gate 3 entrance of the Fairgrounds; and

WHEREAS, the 2021 Agreement recites that the parties did not contemplate the connection of livestock barns to City water or sanitary sewer services in a 1991 Municipal Sanitary Sewer & Water Services Agreement, and Paragraph 12 of the 2021 Agreement provides that no additional extension of City water or sanitary sewer utilities, whether public or private, is permitted without the prior approval of City; and

WHEREAS, City has historically not collected its standard utility connection fees for the connection of new facilities located upon real estate owned by the Fair; and

WHEREAS, the Fair is undertaking an expansion of the Fairgrounds (the “Project”), the improvements for which include, among other things: (i) the extension of public water and sanitary sewer service east along County Road 34 to serve additional recreational vehicle campsites and the Fair’s maintenance facility east of the Gate 3 entrance; and (ii) the extension of public water and sanitary sewer service southeast to serve a proposed emergency services building and an event center north of the track; and; and

WHEREAS, in order to serve the Project, the Fair desires to extend the City’s public water and sanitary sewer mains east along County Road 34 and into the Fairgrounds, and to dedicate the public mains and appurtenant facilities located within the dedicated easement paralleling County Road 34 to the City for ownership and maintenance; and

WHEREAS, the City is supportive of the extension of public water and sanitary sewer service to serve the Project up to the north-south projection of the east side of the track, generally aligning with Gate 5, upon and subject to the terms and conditions set forth in this Agreement; and

WHEREAS, all or a portion of the area to be served by the extension lies outside the corporate boundaries of the City, and Indiana Code § 8-1.5-2-3 requires the consent of the Goshen Common Council to the furnishing of utility service outside the corporate boundaries of the City; and

WHEREAS, by action of its Board of Directors taken June 10, 2026, the Fair approved the Fair’s grant to the City of a fifty-foot (50’) wide water and sanitary sewer utility easement along the south side of County Road 34 across the north side of the Fairgrounds, as more particularly described and depicted in Exhibit 1 to this Agreement; and

WHEREAS, the City is willing to approve the extension of its public water and sanitary sewer service to serve the Project, and to accept the dedication of the resulting public mains and appurtenant facilities within the water and sanitary sewer utility easement, upon and subject to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, City and the Fair agree as follows:

1. Incorporation of Recitals

- 1.1 The representations, covenants, and recitations set forth in the foregoing recitals are material to this Agreement and are incorporated into and made a part of this Agreement as though fully set forth herein.

2. Term

- 2.1 The term of this Agreement begins upon execution by the City and the Fair and continues until the latest to occur of (i) the completion, final inspection, and acceptance by the Goshen Board of Public Works and Safety of all public water and sanitary sewer mains and appurtenant facilities constructed under this Agreement,

and (ii) the expiration of the warranty period set forth in Section 8. Notwithstanding the expiration of the term, those obligations identified in Section 15 survive and continue in effect as provided in that Section.

3. The Fairgrounds; Subject Real Estate

3.1 This Agreement concerns the extension of public water and sanitary sewer service to serve the Project. The water and sanitary sewer utility easement to be granted by the Fair to the City under this Agreement is more particularly described and depicted in Exhibit A to this Agreement (the “Easement Agreement”). The Easement Agreement shall be in form and substance as set forth on Exhibit A to this Agreement. The Approved Service Area within which the City approves the extension of public water and sanitary sewer service under this Agreement is described in Section 4 and depicted in Exhibit B to this Agreement.

4. Approved Service Area; Scope of Approved Extension

4.1 The City approves (i) the extension of its public water and sanitary sewer mains and appurtenant facilities located within the dedicated water and sanitary sewer utility easement described in Exhibit A of the Easement Agreement (the “Public Mains”), (ii) the private water and sanitary sewer mains and appurtenant facilities extending into the Project (the “Private Mains”), and (iii) the connection of the Project facilities, only within the area as depicted as the “**Approved Service Area**” on Exhibit B to this Agreement (the “Approved Service Area”). The Project facilities that the City approves for connection within the Approved Service Area are the event center, the emergency services (EMS) building, the maintenance facility, and the north and east recreational vehicle campsites, each identified on Exhibit C to this Agreement (each, a “Served Facility” and collectively, the “Served Facilities”), subject to the terms of this Agreement. Each Served Facility must be both located within the Approved Service Area depicted on Exhibit B to this Agreement and identified on Exhibit C to this Agreement.

4.2 Extension of public water or sanitary sewer service to any area lying outside the Approved Service Area is **not approved** under this Agreement. No such extension may be undertaken without the prior approval of City upon the recommendation of the Director of Public Works and, to the extent the area to be served lies outside the corporate boundaries of the City, the further consent of the Goshen Common Council under Indiana Code § 8-1.5-2-3.

4.3 Nothing in this Agreement obligates City to approve, accept, or provide public water and sanitary sewer service beyond the Approved Service Area, and the City expressly reserves the right to decline any future request for such service outside the Approved Service Area.

5. Conditions Precedent

The obligations of the City under this Agreement, and the Fair’s right to extend the Public Mains within the dedicated water and sanitary sewer utility easement and to extend

the Private Mains into the Approved Service Area and to connect the Served Facilities, are subject to the satisfaction of each of the following conditions:

- 5.1 the consent of the Goshen Common Council, to the extent required by Indiana Code § 8-1.5-2-3, to the furnishing of City water and sanitary sewer service outside the corporate boundaries of the City to the Approved Service Area;
- 5.2 the review and written approval by the Goshen Engineering Department of detailed plans and specifications for the water and sanitary sewer main extensions in advance of construction, as provided in Section 6;
- 5.3 the execution, delivery, and recording of the water and sanitary sewer utility easement in the form and substance of Exhibit A to this Agreement, and the grant of any additional easements required under Section 7; and
- 5.4 The Fair's receipt of all permits and approvals required for the construction of the extensions.

6. Design, Permitting, and Construction at The Fair's Expense

- 6.1 The Fair will, at its sole cost and expense, be responsible for the design, field investigation, geotechnical work, right-of-way and easement acquisition, permitting, and construction of the Public Mains, Private Mains, and the connection of the Served Facilities.
- 6.2 All design and construction must conform to applicable City standards, specifications, and utility regulations, and to all applicable federal, state, and local laws and regulations. The construction of the Public Mains and the Private Mains must be in accordance with detailed plans and specifications approved by the Goshen Engineering Department in advance of construction.
- 6.3 The Fair will be solely responsible for obtaining and complying with all permits and approvals required for the Project, including any approval of the Indiana Department of Environmental Management, the Indiana Department of Health, and will provide City with copies of all such permits and approvals upon receipt.

7. Easements and Dedications

- 7.1 The Fair will grant and convey to City, pursuant to the Easement Agreement set forth on Exhibit A to this Agreement, a fifty-foot (50') wide water and sanitary sewer utility easement, for the purposes of installing, operating, maintaining, repairing, and replacing the Public Mains. The Easement Agreement must be executed, delivered, and recorded before the commencement of construction within the easement area.
- 7.2 To the extent any water and sanitary sewer main extensions or appurtenant facilities to be dedicated to City are to be located outside the public right-of-way and outside of the water and sanitary sewer utility easement described in the Easement Agreement, the Fair will grant and convey to the City such additional public water and sanitary sewer utility easements as are necessary to construct, operate, and

maintain those facilities, to the extent the Fair owns the real estate from which such easements need to be granted. All such easements must be granted in a form approved by the City and at no cost to the City.

8. Dedication, Inspection, and Acceptance

- 8.1 Upon satisfactory completion and final inspection of the Public Mains by City, and upon approval of the Goshen Board of Public Works and Safety, the Public Mains will be dedicated to, and accepted by, the City for ownership, operation, maintenance, repair, and replacement. From and after the date of acceptance, City will assume the cost of operation, maintenance, repair, and replacement of the accepted Public Mains. The Private Mains constructed as part of the Project will not be dedicated to or accepted by the City and will remain the sole responsibility of the Fair as provided in Section 9.
- 8.2 The Fair will warrant the Public Mains against defects in materials and workmanship for a period of three (3) years following the date of acceptance by the Goshen Board of Public Works and Safety, and will promptly correct, at its expense, any defect in materials or workmanship arising during such period. This warranty does not limit the Fair's continuing responsibility for the Private Mains.
- 8.3 During construction and before acceptance, the City may inspect and test the Public Mains to confirm conformance with the approved plans and specifications and applicable the City standards. The City's acceptance of the Public Mains under Section 8.1 is subject to the satisfactory completion of that inspection.
- 8.4 The City, through the Director of Public Works or a designee, may enter upon the Fairgrounds and inspect, test, monitor, and sample the Private Mains at any reasonable time with sufficient advanced notice, both during construction and on a continuing basis for so long as the Private Mains are connected to the City's water or sanitary sewer system. The Fair will provide the City with reasonable access for these purposes.
- 8.5 The City's inspection, testing, monitoring, or sampling of the Private Mains, and any approval or disapproval resulting from it, does not transfer ownership of the Private Mains to City; obligate the City to maintain, repair, or replace the Private Mains; or relieve the Fair of its responsibility for the design, construction, operation, maintenance, repair, and replacement of the Private Mains, all of which remain the sole responsibility of the Fair.

9. Ownership of Facilities; Private Service Lines

- 9.1 Upon acceptance by the City, the Public Mains will become a part of the City's public water and sanitary sewer systems.
- 9.2 The "Private Utility Facilities" shall mean the Private Mains that the Fair extends from the Public Mains to the Served Facilities, as well as the building water lines, building sewer lines, and other service lines that connect each Served Facility to a Private Main or, where applicable, to a Public Main (the "Private Service Lines"). The Fair will

construct and maintain, at its expense, all Private Utility Facilities and Private Service Lines. All Private Utility Facilities, whether Private Mains or Private Service Lines, are private and the sole responsibility of the Fair for design, construction, operation, maintenance, repair, and replacement. The City's ownership, operation, maintenance, repair, and replacement responsibility extends only to the Public Mains and the Fair's responsibility begins at the point each Private Main connects to a Public Main.

- 9.3 The construction of the Private Utility Facilities must be in accordance with detailed plans and specifications approved by the Goshen Engineering Department in advance of construction and must conform to applicable City standards and specifications. The Private Service Lines must be constructed in accordance with applicable City standards and any permit requirements of City.
- 9.4 The connection of the maintenance facility to City's water and sanitary sewer systems must comply with all applicable wastewater pretreatment, backflow prevention, and cross-connection control requirements.
- 9.5 Any person or entity that is not a party to this Agreement that either subsequently connects to, or further extends the City's public mains from, the Public Mains, that person or entity must pay to the Fair a fair pro rata share of the Fair's cost of construction of the Public Mains. The fair pro rata share will be determined by (i) dividing the Fair's cost to construct the Public Mains by the number of acres of the Fair's real estate benefitted or served by the Public Mains, to obtain a cost per acre, and (ii) multiplying that cost per acre by the number of acres newly connecting to or benefitting from the Public Mains.
- 9.6 The Fair is not entitled to reimbursement under Section 9.5 in excess of the Fair's actual cost of construction of the Public Mains.
- 9.7 The Fair is not entitled to reimbursement under Section 9.5 for any connection or extension occurring on or after January 1, 2037.

10. Metering

- 10.1 The Fair and the City will cooperate to identify and approve appropriate water service and metering locations for the Served Facilities. The Fair must pay the City's inspection fees and the fees for all metering equipment at the time of connection.

11. Connection Fees

- 11.1 City administration will recommend to the Goshen Common Council the waiver of the City standard water and sanitary sewer connection fees for the connection of the Served Facilities, consistent with the parties' past practice. Any such waiver is effective only upon, and to the extent of, approval by the Goshen Common Council. Notwithstanding any waiver of connection fees, the Fair must pay City's inspection fees and the fees for all metering equipment at the time of connection, unless otherwise required by law or agreed in writing.

12. Water System Circulation and Water Quality

- 12.1 The parties acknowledge that the City is required to maintain minimum disinfectant residual levels throughout its public water distribution system in accordance with the requirements of the Indiana Department of Environmental Management. If sampling of the extended water main east of Gate 3 reveals a free chlorine residual concentration below 0.20 mg/L, the Fair will cooperate with the City in implementing reasonable corrective actions, which may include flushing, additional sampling, or the installation of a chlorine booster facility.
- 12.2 The Fair will install the sanitary sewer main extension to Gate 5, to a right-of-way accessible location and to a depth adequate to allow future eastward extension of the sanitary sewer system, provided that the Fair is not required to install the sanitary sewer main deeper than twenty (20) feet from finished grade to pipe invert.
- 12.3 The Fair may elect not to install a public water main within the dedicated water and sanitary sewer utility easement extending to Gate 5 if the omission would diminish water-quality concerns associated with a dead-end main.
- 12.4 If the Fair extends the public water system east of the projected alignment of Gate 5, the extension will be undertaken at the Fair's sole risk, and the City may require special flushing, additional testing, the installation of a chlorine booster facility, or other reasonable corrective measures to maintain regulatory compliance. If regulatory compliance cannot be maintained for such an extension, the City may decline to accept, or may discontinue service through, the affected segment, subject to applicable law.
- 12.5 If any water or sanitary sewer segment serving the recreational vehicle campsites within the Approved Service Area is placed out of service during periods of limited or non-use as permitted by the Indiana Department of Environmental Management, the Fair will develop and maintain a written standard operating procedure, subject to the approval of the Director of Public Works, governing the shutdown and return to service of that segment, including flushing, disinfection, and water-quality testing before the segment is returned to service, protection against cross-connection and backflow, recordkeeping, and advance notice to the City of each shutdown and reactivation. The Fair will follow and enforce the approved procedure at all times the segment remains connected to the City's system. This obligation is a continuing condition of the City service and survives the expiration or termination of this Agreement for so long as the segment remains connected to the City's water or sanitary sewer system.
- 12.6 The Fair's obligation under this Section, including the water-quality requirements and the seasonal shutdown standard operating procedure, are continuing conditions of the City's furnishing of water and sanitary sewer service to the affected segment. If the Fair fails to comply with any of those obligations, and the failure is not cured within the time provided in Section 18 after written notice from the City, the City may, in addition to any other remedy available under this Agreement

or at law or in equity, discontinue water or sanitary service to the affected segment until the failure is cured. If a condition presents an imminent threat to the public water or sanitary sewer system or to public health or safety, the City may discontinue service to the affected segment immediately upon notice to the Fair, without regard to the cure period in Section 18.

13. Waiver of Remonstrance; Annexation

13.1 The Fair, and any successor in title, waives and releases any right to remonstrate against any pending or future annexation of all or any portion of the Approved Service Area, in consideration of the right to connect to the City's water and sanitary sewer mains and to receive City water and sanitary sewer services. Any person who connects to City's water or sanitary sewer system is considered to waive and release any right to remonstrate against the annexation of the real estate served by that system.

14. No Occupancy Until Complete

14.1 Any Project facility requiring City water or sanitary sewer service must not be occupied until any Public Mains serving that facility are completed and accepted by City; until any Private Mains serving the facility are completed and have passed City inspection; and, to the extent required by Indiana Code § 8-1.5-2-3, until the Goshen Common Council has consented to the furnishing of utility service outside the corporate boundaries of the City to the Approved Service Area.

15. Survival

15.1 The expiration or termination of this Agreement does not terminate, and the following obligations survive and continue in effect for so long as any Private Utility Facilities remain connected to City's water or sanitary sewer system: (i) the Fair's ownership, operation, maintenance, repair, and replacement of the Private Utility Facilities under Section 9; (ii) the City's right to inspect, test, monitor, and sample the Private Utility Facilities under Section 8; (iii) the Fair's compliance with the cross-connection, backflow prevention, pretreatment, and general use requirements under Sections 9 and 16; and (iv) the Fair's development, maintenance, and enforcement of the standard operating procedure for seasonal shutdown and return to service, and the City's related enforcement and service-discontinuance rights, under Section 12. The Easement Agreement in the form and substance of Exhibit A to this Agreement, and the Common Council's consent to the furnishing of water and sanitary sewer utility service outside the corporate boundaries of the City, are independent of this Agreement, and are not affected by its expiration or termination.

16. Compliance with Laws

16.1 The Fair must, at its expense, comply with all applicable federal, state, and local laws, regulations, ordinances, and permit requirements in connection with the design, permitting, construction, operation, and connection of the Private Utility Facilities and the Public Mains.

17. Insurance

- 17.1 The Fair will require its contractors to maintain, during the construction of the Public Mains, commercial general liability, automobile, and workers' compensation insurance in amounts and on terms reasonably acceptable to the City, and will cause the City to be named as an additional insured on the commercial general liability coverage. The Fair will provide the City with certificates of insurance evidencing such coverage before the commencement of construction.

18. Default and Remedies

- 18.1 In the event of a default by either party in the performance of its obligations under this Agreement, the non-defaulting party will provide written notice of the default, and the defaulting party will have thirty (30) days from receipt of such notice to cure the default, or, if the default is not reasonably capable of cure within thirty (30) days, to commence cure within such period and diligently pursue it to completion. Upon an uncured default, the non-defaulting party may pursue any remedy available at law or in equity.

19. No Waiver; Cumulative Remedies

- 19.1 No remedy conferred upon any party in this Agreement is intended to be exclusive of any other remedy provided or permitted by law, but each remedy is cumulative and is in addition to any other remedy given under this Agreement or existing at law or in equity. No waiver of any provision of this Agreement is effective unless in writing, and no waiver will be construed as a waiver of any other or subsequent breach.

20. Binding Effect; Successors

- 20.1 This Agreement is binding upon and inures to the benefit of the parties and their respective heirs, assigns, and successors in interest.

21. Governing Law; Venue

- 21.1 This Agreement is governed by and will be construed and enforced in accordance with the laws of the State of Indiana. The venue for any action brought by either party relating to or arising out of this Agreement will be in Elkhart County, State of Indiana.

22. Attorney's Fees

- 22.1 If it becomes necessary for any party to institute litigation in order to enforce or construe the terms and provisions of this Agreement, the prevailing party is entitled to recover its reasonable attorney's fees and costs incurred in such litigation from the non-prevailing party.

23. Notices

- 23.1 Any notice required or permitted under this Agreement must be given to the parties at their respective mailing addresses provided below by deposit in United States mail, certified mail, return receipt requested, with proper postage affixed thereto, and which notices will be effective three (3) days after date of mailing:

City: City of Goshen, Indiana
c/o Mayor Gina M. Leichty
202 South Fifth Street
Goshen, Indiana 46526
mayor@goshencity.com

with required copy to:

Donald R. Shuler, Assistant City Attorney
City of Goshen Legal Department
204 East Jefferson Street, Suite 2
Goshen, Indiana 46528
donshuler@goshencity.com

Fair: Fair Board President
17746-D County Road 34
Goshen, IN 46528

with a required copy to:

Fair Board Attorney
17746-D County Road 34
Goshen, IN 46528

The parties may change their respective addresses by providing written notice of the new address in accordance with the terms and provisions of this paragraph. Email addresses have been provided above only to provide a means of sending courtesy copies of documents sent via mail.

24. Entire Agreement; Amendment

- 24.1 This Agreement contains the entire agreement between the parties respecting the matters set forth herein and supersedes all prior negotiations and understandings with respect thereto. This Agreement may be amended only by a written instrument executed by both parties.

25. Severability

- 25.1 If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions will continue in full force and effect, and the invalid or

unenforceable provision will be reformed to the extent necessary to render it valid and enforceable while preserving the parties' intent.

26. Counterparts

26.1 This Agreement may be executed in counterparts, each of which is deemed an original and all of which together constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

City of Goshen, Indiana
Board of Public Works and Safety

Elkhart County 4-H and
Agricultural Exposition, Inc.

Gina M. Leichty, Mayor

By: _____

Its _____

STATE OF INDIANA)
) SS:
COUNTY OF ELKHART)

Before me, the undersigned Notary Public in and for said County and State, personally appeared Gina M. Leichty, Mayor of the City of Goshen, Indiana, on behalf of the Goshen Board of Public Works and Safety, who acknowledged the execution of the foregoing instrument as the person's voluntary act for the purpose stated therein.

Witness my hand and Notarial Seal this _____ day of _____, 2026.

Printed Name: _____
Notary Public of _____ County, Indiana
My Commission Expires: _____
Commission Number: _____

STATE OF INDIANA)
) SS:
COUNTY OF ELKHART)

Before me, the undersigned Notary Public in and for said County and State, personally appeared _____, President of Elkhart County 4-H and Agricultural Exposition, Inc., who acknowledged the execution of the foregoing instrument as the person's voluntary act for the purpose stated therein.

Witness my hand and Notarial Seal this _____ day of _____, 2026.

Printed Name: _____
Notary Public of _____ County, Indiana
My Commission Expires: _____
Commission Number: _____

Prepared by Don 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

Sanitary and Water Utility Easement
Legal Description and Sketch

EASEMENT

Elkhart County 4-H and Agricultural Exposition, Inc. (Grantor), grants to the **City of Goshen, Indiana** (City), a municipal corporation and political subdivision of the State of Indiana, whose mailing address is 202 South Fifth Street, Goshen, Indiana 46528, for One Dollar (\$1) and other good and valuable consideration, an easement over, across, and through real estate situated in Elkhart County, State of Indiana, as more particularly described in the legal description attached as Exhibit A and as depicted upon the Easement Sketch attached as Exhibit B. The area so described and depicted is hereinafter referred to as "Easement."

The Easement is part of the real estate more commonly known as 17746 County Road 34, Goshen, Indiana, and part of Parcel Number 20-11-14-101-008.000-014. Grantor obtained title to the real estate by Deed, dated August 10, 1960, and recorded August 12, 1960 in the Office of the Recorder of Elkhart County, Indiana, in Deed Record Vol. 227, pages 630 and 631.

The Easement is granted to City for Goshen City water and sanitary sewer utilities purposes.

Grantor is installing a water and sanitary sewer utility main and dedicating the water and sanitary sewer utility main to City for public utility purposes. Grantor grants City access to the Easement for the purposes of installing, operating and maintaining such utilities within the Easement.

City shall restore the surface of the Easement after any entry by City to as good as or better condition than it was prior to the entry. City shall promptly pay for or otherwise rectify any damage caused by City to Grantor's adjoining real estate.

City is not obligated to replace any improvements extending over or into the Easement that may be damaged or removed during any subsequent entry.

Grantor may use, occupy and possess the Easement in a manner that is consistent with and does not interfere with City's rights contained in this Easement.

The terms of this Easement shall be binding upon and inure to the benefit of the heirs, assigns and successors in interest of the parties.

The undersigned represents and certifies that such person is a duly authorized representative of Grantor and has been fully empowered to execute this Easement on behalf of Grantor; that the Grantor has full capacity to grant the Easement described; and that all necessary action for granting this Easement has been taken.

IN WITNESS WHEREOF, the undersigned has executed this Easement on _____, 2026.

**Elkhart County 4-H and Agricultural
Exposition, Inc.**

_____, President

STATE OF INDIANA)
) SS:
COUNTY OF ELKHART)

Before me, the undersigned Notary Public in and for said County and State, personally appeared _____, President of Elkhart County 4-H and Agricultural Exposition, Inc., being known to me or whose identity has been authenticated by me to be the person who acknowledged the execution of the foregoing instrument as the person's voluntary act for the purpose stated therein.

Witness my hand and Notarial Seal this _____, 2026.

Printed Name: _____
Notary Public of _____ County, Indiana
My Commission Expires: _____
Commission Number: _____

ACCEPTANCE

The **City of Goshen, Indiana**, by the Goshen Board of Public Works and Safety, acknowledges the receipt of this Easement from **Elkhart County 4-H and Agricultural Exposition, Inc.** and accepts the same this _____, 2026.

Gina M. Leichty, Mayor

STATE OF INDIANA)
) SS:
COUNTY OF ELKHART)

Before me, the undersigned Notary Public in and for said County and State, personally appeared Gina M. Leichty, Mayor of the City of Goshen, Indiana on behalf of the Goshen Board of Public Works and Safety, being known to me or whose identity has been authenticated by me to be the person who acknowledged the execution of the foregoing instrument as the person's voluntary act for the purpose stated therein.

Witness my hand and Notarial Seal this _____, 2026.

Printed Name: _____
Notary Public of _____ County, Indiana
My Commission Expires: _____
Commission Number: _____

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"

LEGAL DESCRIPTION

A PART OF THE NORTHWEST QUARTER OF SECTION 14, TOWNSHIP 36 NORTH, RANGE 6 EAST, ELKHART TOWNSHIP, ELKHART COUNTY, INDIANA, (BASED ON THE ELKHART COUNTY 4-H FAIR AND AGRICULTURAL EXPO, D.P.U.D. RECORDED IN INSTRUMENT NO. 2020-02475 IN THE OFFICE OF THE RECORDER) BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID NORTHWEST QUARTER; THENCE SOUTH 89°32'32" WEST ALONG THE NORTH LINE OF SAID NORTHWEST QUARTER, 357.00 FEET TO THE NORTHWEST CORNER OF A PARCEL OF LAND CONVEYED TO THE ELKHART COUNTY 4-H AGRICULTURAL EXPOSITION, INC. RECORDED IN INSTRUMENT NO. 2005-24147 IN THE OFFICE OF THE RECORDER; THENCE SOUTH 00°56'28" EAST ALONG THE WEST LINE OF SAID ELKHART COUNTY 4-H PARCEL, 50.01 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF EAST MONROE STREET (COUNTY ROAD NUMBER 34), ALSO BEING THE SOUTH LINE OF A PARCEL OF LAND KNOWN AS PARCEL 9F CONVEYED TO THE CITY OF GOSHEN, INDIANA DESCRIBED IN INSTRUMENT NO. 2012-027075 IN THE OFFICE OF THE RECORDER AND BEING THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE CONTINUING SOUTH 00°56'28" EAST ALONG THE WEST LINE OF SAID ELKHART COUNTY 4-H PARCEL 50.00 FEET; THENCE SOUTH 89°32'32" WEST PARALLEL WITH THE NORTH LINE OF SAID NORTHWEST QUARTER, 1406.72 FEET; THENCE NORTH 00°27'28" WEST, 50.00 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF EAST MONROE STREET (COUNTY ROAD 34); THENCE NORTH 89°32'32" EAST ALONG SAID SOUTH RIGHT-OF-WAY LINE, 1406.29 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION, CONTAINING 1.614 ACRES MORE OR LESS.



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

Surveying
Engineering
Architecture

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ELKHART COUNTY 4-H & AGRICULTURAL EXPOSITION, INC.

SANITARY AND WATER EASEMENT FOR THE CITY OF GOSHEN, INDIANA

17746-D COUNTY ROAD 34, GOSHEN, IN 46526

EXHIBIT "A"

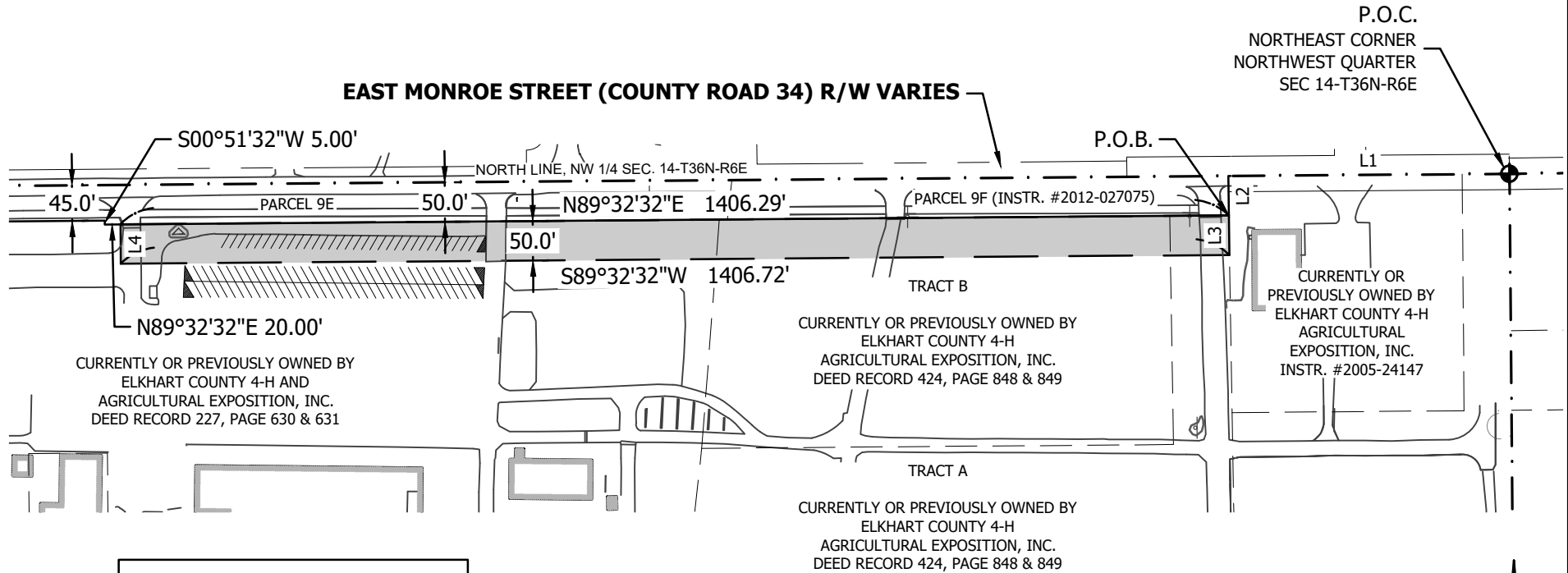
SCALE:

PM: BEM
QA/QC: CLB
DATE: 06.02.2026
PROJ. NO: **26-0483**
SHEET: **1 OF 2**

26-0483 W&S EASEMENT.DWG EXHIBIT B ROBERT MOREHOUSE 6.2.2026 3:31 PM

EXHIBIT "B"

A PART OF THE NORTHWEST QUARTER OF SECTION 14,
TOWNSHIP 36 NORTH, RANGE 6 EAST, ELKHART TOWNSHIP,
ELKHART COUNTY, INDIANA



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SANITARY AND WATER EASEMENT FOR THE CITY OF GOSHEN, INDIANA

17746-D COUNTY ROAD 34, GOSHEN, IN. 46526

EXHIBIT "B"

SCALE: 1" = 200'

PM: BEM

QA/QC: CLB

DATE: 06.02.2026

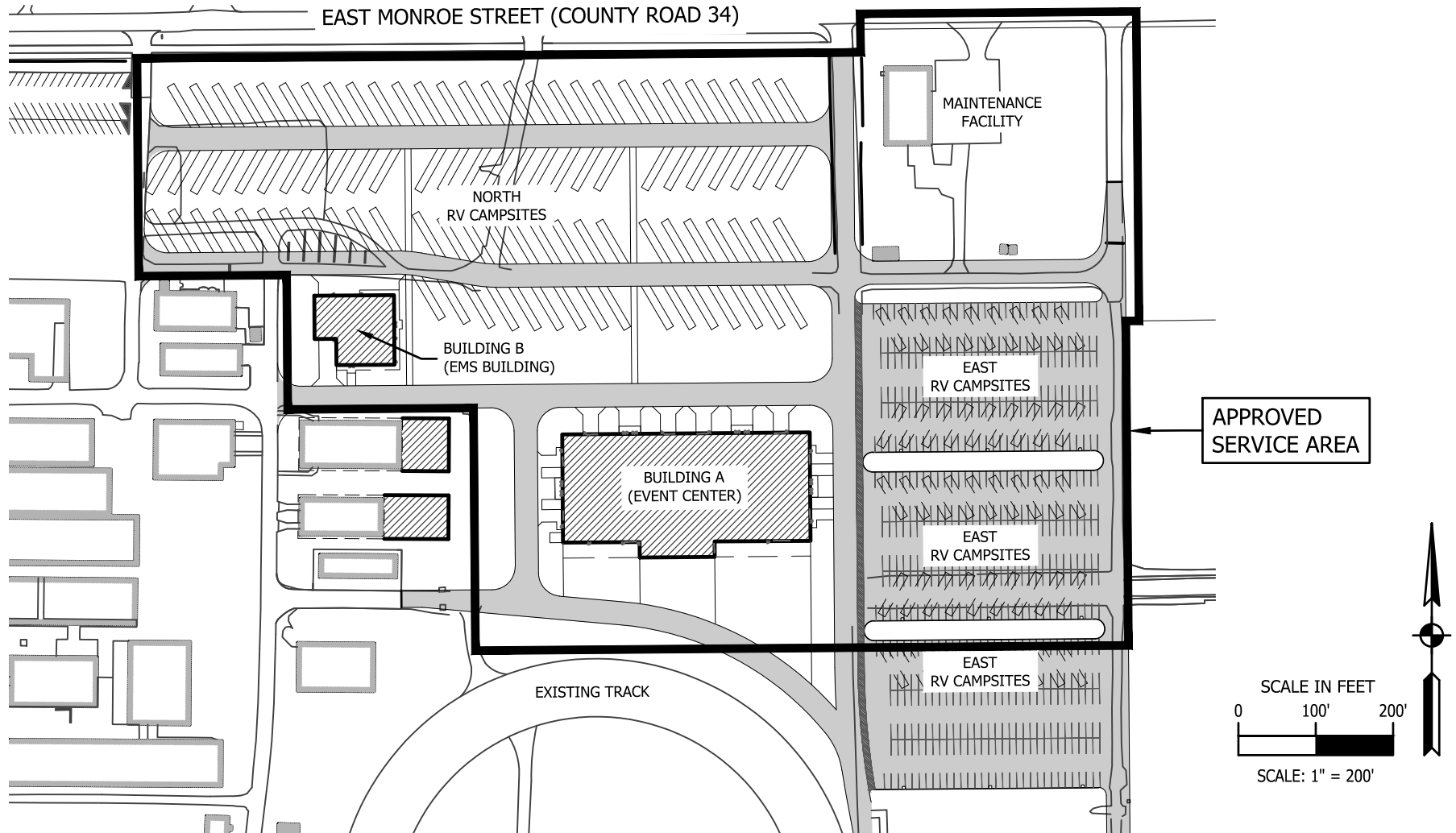
PROJ. NO: 26-0483

SHEET: 2 OF 2

EXHIBIT B

Approved Service Area

EXHIBIT B



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ELKHART COUNTY 4-H & AGRICULTURAL EXPOSITION INC.

**SANITARY AND WATER UTILITY EASEMENT
FOR THE CITY OF GOSHEN, INDIANA**

17746-D COUNTY ROAD 34, GOSHEN, IN. 46526

APPROVED SERVICE AREA

SCALE: 1" = 200'

PM: BEM

QA/QC:

DATE: 07.23.2026

PROJ. NO: **26-0483**

SHEET: **1 OF 1**

EXHIBIT C

List of New Buildings and RV Campsites

EXHIBIT C

LIST OF BUILDINGS AND RV CAMPSITES

MAINTENANCE FACILITY	17746 COUNTY ROAD 34
BUILDING A	EVENT CENTER
BUILDING B	EMS BUILDING
NORTH RV CAMPSITES	NORTH OF BUILDING A
EAST RV CAMPSITES	EAST OF BUILDING A

NOTE:
REFER TO EXHIBIT B FOR LOCATIONS



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ELKHART COUNTY 4-H & AGRICULTURAL EXPOSITION, INC.

SANITARY AND WATER UTILITY EASEMENT FOR THE CITY OF GOSHEN, INDIANA

17746-D COUNTY ROAD 34, GOSHEN, IN 46526

LIST OF BUILDINGS AND RV CAMPSITES

SCALE:

PM: BEM

QA/QC:

DATE: 07.23.2026

PROJ. NO: **26-0483**

SHEET: **1 OF 1**

*****REQUEST*****

DATE: Thursday, July 30, 2026

TO: GOSHEN BOARD OF WORKS

FROM: GOSHEN WATER & SEWER
KELLY SAENZ

RE: UNPAID FINAL ACCOUNTS

The original amount of unpaid final Water/Sewer accounts for this period was **\$7,106.29**
Collection letters were sent out and payments of **\$2,705.05** had been collected.

The uncollected amount equals **\$4,401.24**

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

These are accounts for the most part were finaled thru **Tuesday, April 28, 2026**

WATER: \$1,849.18
SEWER: \$2,552.06

TOTALS

REPORT TOTAL		\$7,106.29
BPS TOTAL	\$1,734.13	\$5,372.16
COUNTY TOTAL	\$2,510.92	\$2,861.24
W-WRITE OFF	\$115.05	\$2,746.19
S-WRITE OFF	\$41.14	\$2,705.05
PAYMENT TOTAL	\$2,705.05	\$0.00
AGREEMENT TOTAL		



**Engineering Department
CITY OF GOSHEN**

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

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

MEMORANDUM

TO: Board of Public Works and Safety

FROM: Goshen Engineering Department

RE: **CENTURY DRIVE LANE CLOSURE – PHASE I (JN: 2024-0030)**

DATE: July 30, 2026

Niblock Excavating has requested permission to close the northbound lane of Century Drive, from Eisenhower Drive to College Avenue, starting Monday, August 10, until Saturday, September 26, 2026. The road will be closed for Niblock to reconstruct the roadway and perform minor drainage improvements as part of the City's Century Drive Reconstruction project. Traffic will be detoured via Kercher Road, County Road 31, and College Avenue. Access will be maintained to all businesses within the closure. This closure incorporates Phase I of the project, and the traffic control plan is attached. All appropriate traffic control devices will be utilized.

Requested motion: Move to approve the northbound lane closure on Century Drive from Eisenhower Drive to College Avenue from Monday, August 10, until Saturday, September 26, 2026.

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

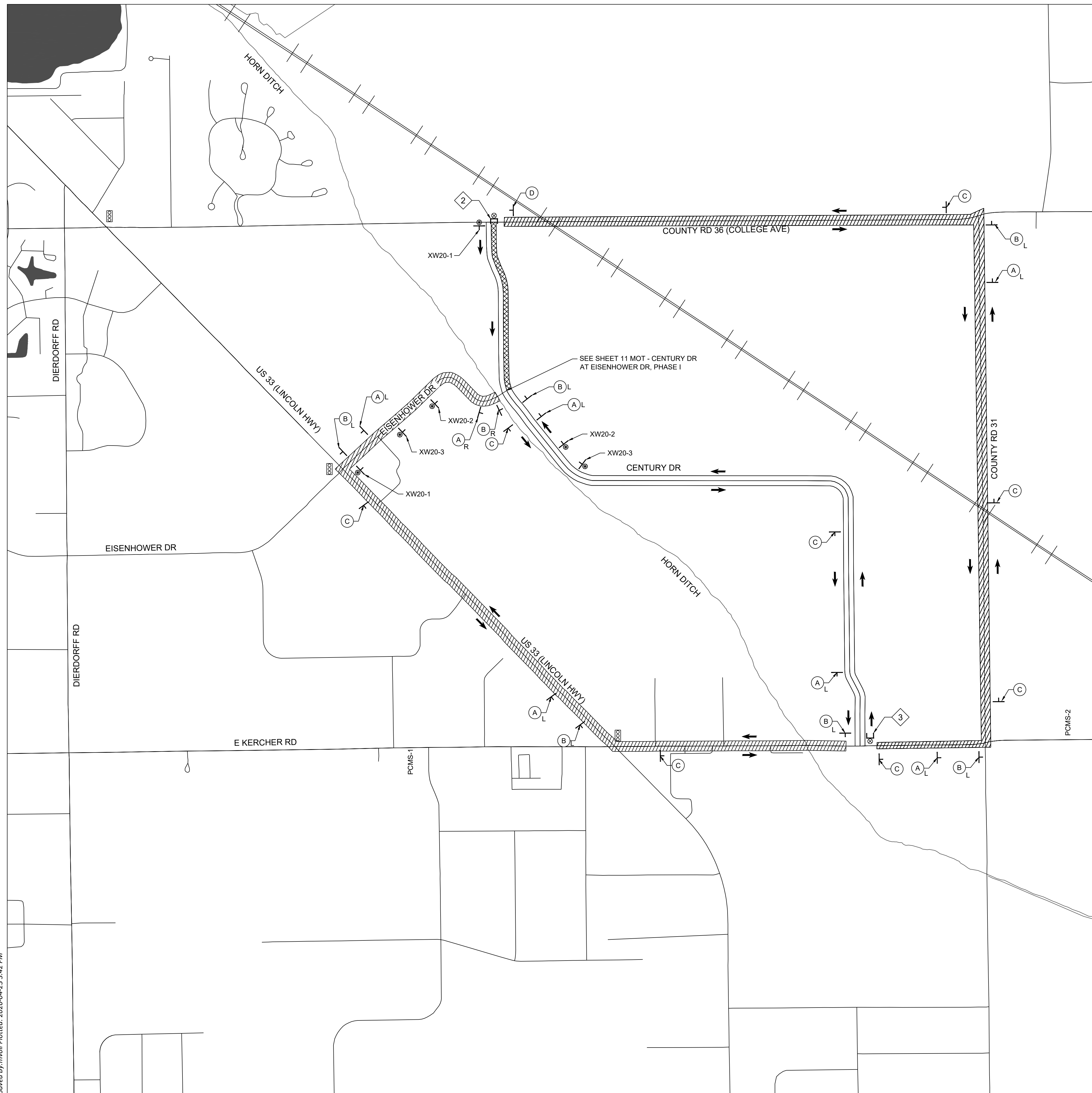
Gina Leichty, Mayor

Barb Swartley, Member

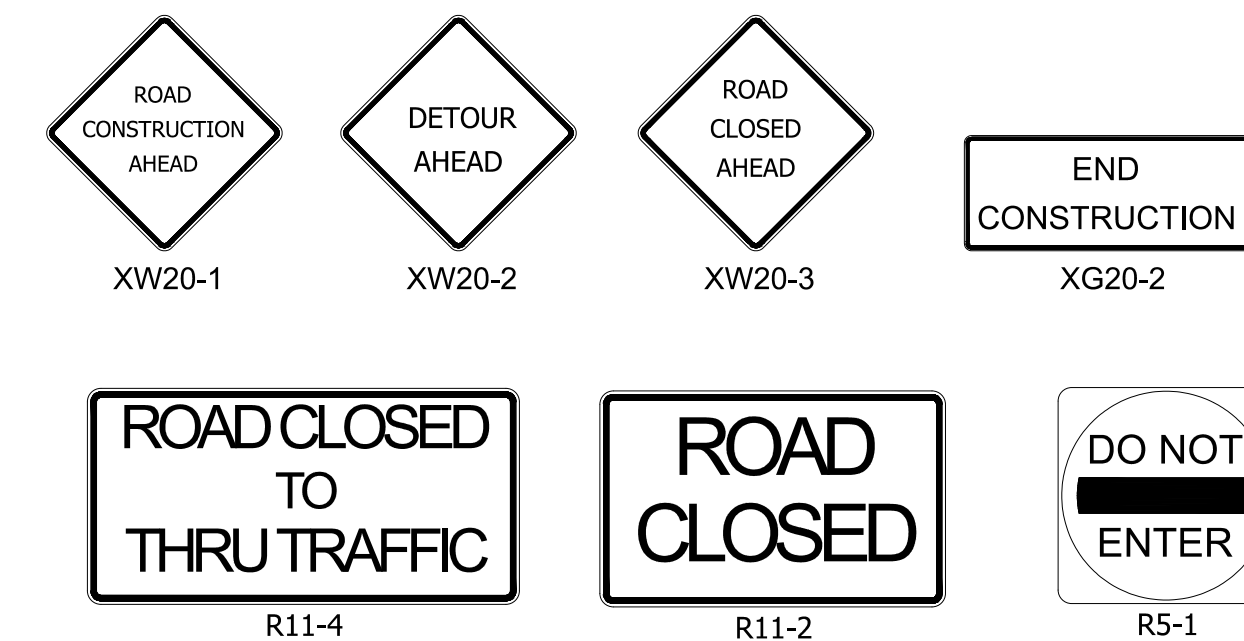
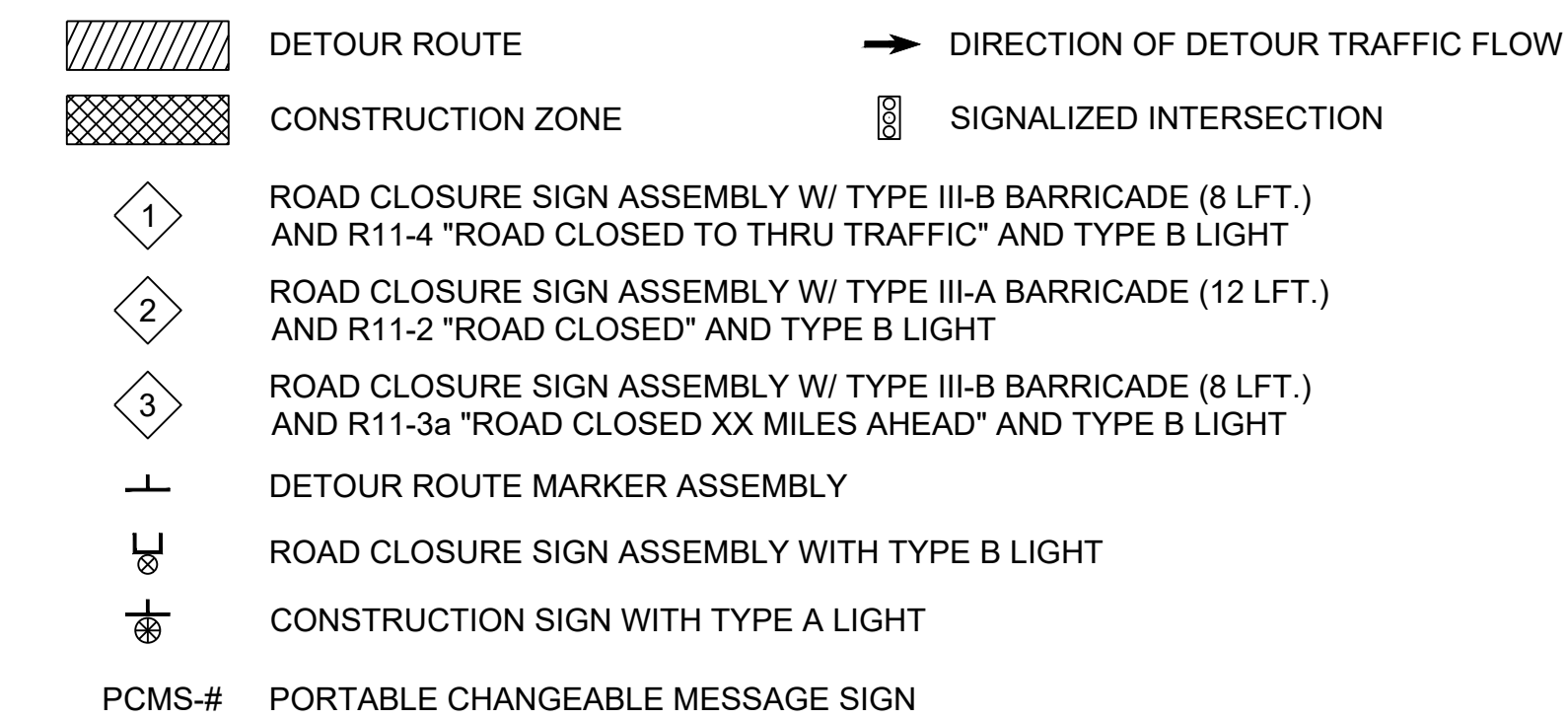
Mary Nichols, Member

Orv Myers, Member

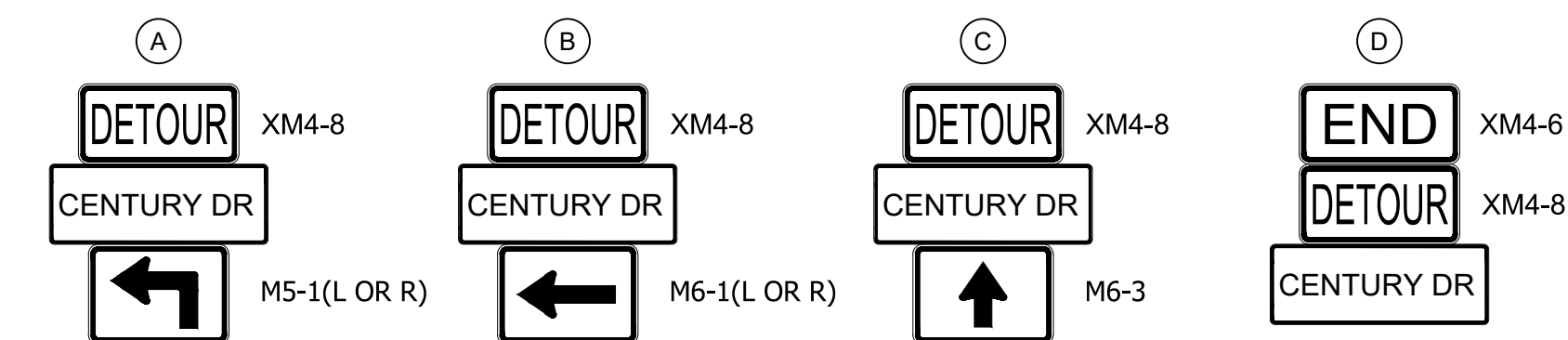
Michael Landis, Member



LEGEND



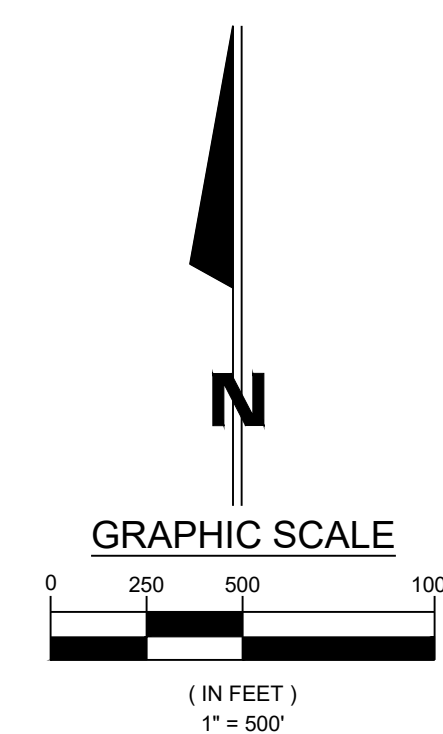
CONSTRUCTION SIGNAGE



DETOUR ROUTE MARKER ASSEMBLIES

NOTES:

1. DETOUR ROUTE MARKER ASSEMBLIES SHALL BE IN ACCORDANCE WITH INDOT STD. DWG. 801-TCDDT-03
2. TYPE B CONSTRUCTION WARNING LIGHTS SHALL BE USED WITH ALL SIGNS LOCATED ON BARRICADES. TYPE A CONSTRUCTION WARNING LIGHTS SHALL BE USED ON ALL OTHER CONSTRUCTION SIGNS EXCLUDING DETOUR ROUTE MARKER ASSEMBLIES.
3. CONTRACTOR SHALL COORDINATE WITH BUSINESSES LOCATED ALONG CENTURY DRIVE TO PROVIDE ACCESS AT ALL TIMES. CONSTRUCTION AT DRIVEWAYS AND IMMEDIATELY IN FRONT OF BUSINESSES SHALL BE COORDINATED A MINIMUM OF ONE WEEK IN ADVANCE.
4. THE CONTRACTOR SHALL INSTALL A TEMPORARY "ONE WAY" W/ ARROW SIGN R6-1 (R OR L) (36" x 12") AND A TEMPORARY "WRONG WAY" SIGN R5-1a (36" x 24") AT EACH DRIVE APPROACH VICINITY AT THE APPROPRIATE LOCATIONS WITHIN THE LANE RESTRICTION AREA OF EACH MOT PHASE FOR SOUTH BOUND TRAFFIC ONLY. INCIDENTAL TO THE MAINTENANCE OF TRAFFIC PAY ITEM. TYPE 'A' CONSTRUCTION WARNING LIGHTS ARE REQUIRED FOR THESE SIGNS.
5. ALL XW20-3 SIGNS SHALL INCLUDE "CENTURY DRIVE" SUPPLEMENTAL PLAQUE. COST SHALL BE INCIDENTAL TO THE XW20-3 SIGN.



CENTURY DRIVE RECONSTRUCTION		GOSHEN, IN	
CITY OF GOSHEN			
CENTURY DRIVE		MAINTENANCE OF TRAFFIC - PHASE I	
DESIGNED BY: JPR TEAM REVIEWED BY: AC			
DRAWN BY: JPR TEAM REVIEWED BY: AC			
DATE: March 31, 2026			
JOB NUMBER: 2024-01371			
HORIZ. SCALE: 1" = 500'			
VERTICAL SCALE: N/A			
6			



**Engineering Department
CITY OF GOSHEN**

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

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

MEMORANDUM

TO: Board of Public Works and Safety

FROM: Goshen Engineering Department

RE: **COLLEGE AVENUE PHASE I – ROAD CLOSURE FOR NIPSCO GAS
DES NO. 1900739, DES NO. 2101631, DES NO. 2501041 (JN: 2019-0022)**

DATE: July 30, 2026

NIPSCO Gas has requested to close College Avenue to through traffic from Lincolnway East / US 33 east to Century Drive over two four-day periods: Monday, August 3, through Thursday, August 6, and Monday, August 10, through Thursday, August 13, 2026. There will be a closure near Oak Lane, but local traffic will be flagged at that location. There will also be full road closures on either side of the bridge over Horn Ditch.

NIPSCO Gas is requesting these closures to relocate gas main crossings under College Avenue, as part of the College Avenue, Phase I roadway reconstruction project. Engineering staff have reviewed and provided comments on the initial traffic control plan. An update will be provided at the Board of Works meeting on Thursday. The traffic control plan will be coordinated with the maintenance of traffic for the concurrent Century Drive lane closure.

Requested motion: Move to approve the closure of College Avenue from Lincolnway East / US 33 east to Century Drive over two four-day periods, starting Monday, August 3, and Monday, August 10, 2026.

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

Gina Leichty, Mayor

Barb Swartley, Member

Mary Nichols, Member

Orv Myers, Member

Michael Landis, Member



**Engineering Department
CITY OF GOSHEN**

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engineering@goshencity.com • www.goshenindiana.org

MEMORANDUM

TO: Board of Works and Safety and Stormwater Board

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

RE: **PERMISSION TO PROCEED WITH DEMOLITION OF SHANKLIN POOL
UTILIZING IN-HOUSE STAFF AND READILY AVAILABLE EQUIPMENT
(JN: 2023-0014)**

DATE: July 28, 2026

The Department of Public Works and Utilities requests authorization from the Board of Public Works and Safety in accordance with Indiana Code § 36-1-12-3 (following all applicable state and local requirements, including safety, environmental, and disposal regulations) to proceed with the demolition of the former Shanklin Pool facility utilizing qualified in-house City personnel, City-owned equipment, and rented equipment.

As background, the Shanklin Pool structure has been permanently closed and identified for demolition. The required demolition work and site restoration can be efficiently completed by the City's Special Operations team utilizing readily available equipment and staff from various City departments. Completing the required demolition activities with City forces is anticipated to reduce project costs, expedite completion of the work, and provide greater flexibility in scheduling and site management.

All cost associated with the demolition and restoration work will be tracked and charged to the Building and Grounds Department as a direct construction expense for labor, materials, equipment, rental fees and tipping fees.

I respectfully recommend that the Board authorize the Department of Public Works to utilize in-house City staff and resources to complete the demolition of the Shanklin Pool facility and take all actions necessary to complete the project in compliance with Indiana law and City policies.

Requested Motion: Move to authorize the Department of Public Works to proceed with the completion of the Shanklin Pool demolition utilizing qualified City employees and resources, with all work to be performed in accordance with applicable Indiana statutes, local ordinances, safety requirements, and departmental procedures.

<Intentionally Left Blank>

July 28, 2026

BOW Permission to Proceed with Demolition of Shankin Pool

Page 2

City of Goshen
Board of Works & Safety

Gina Leichty, Mayor

Mike Landis, Board Member

Mary Nichols, Board Member

Barb Swartley, Board Member

Orv Myers, Board Member



**Engineering Department
CITY OF GOSHEN**

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engineering@goshencity.com • www.goshenindiana.org

MEMORANDUM

TO: Board of Works and Safety and Stormwater Board

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

RE: **SHANKLIN POOL - PERMISSION TO PROCEED WITH ASBESTOS ABATEMENT CONTRACT (JN: 2023-0014)**

DATE: July 28, 2026

In connection with the planned demolition of the Shanklin Pool facility, the Department of Public Works solicited sealed quotations for the removal and disposal of asbestos-containing materials identified during the City's environmental assessment. Due to the timing of the quotation deadline, proposals were due by noon on July 28, 2026, which falls after the agenda submission deadline for the current Board of Works and Safety meeting.

Given the time-sensitive nature of the demolition project and the need to maintain the overall project schedule, City staff will evaluate the submitted quotations for responsiveness, qualifications, and cost. Staff will then present a recommendation for award to the Board of Works and Safety at its July 30, 2026 meeting.

Approval of the asbestos abatement contract at that meeting will allow the City to proceed expeditiously with the required environmental remediation and maintain the planned demolition schedule for the Shanklin Pool site.

Requested Motion: *Move to approve the contract for asbestos abatement and related disposal services at the Shanklin Pool facility to Protechs, Inc, in the amount of \$ 2,324.41, and authorize the Mayor to execute all necessary contract documents.*

**CITY OF GOSHEN, INDIANA
CONTRACT**

FOR

PROJECT: Shanklin Pool Bathhouse Asbestos Abatement

PROJECT NUMBER: JN 2024-0013

THIS CONTRACT ("Contract") is entered into on _____, 2026, which is date of the last signature set forth on the signature page, by and between **Protechs, Inc** ("Contractor"), whose mailing address is 2777 Sherman Blvd., Fort Wayne, IN, 46808, 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 Contract, City and Contractor agree as follows:

1. Scope of Work.

- (A) Contractor shall provide City the work necessary for the above referenced Project and Project Number (collectively "Project"). The Project includes asbestos abatement, in accordance with the Specifications for such work that are made a part of and attached to this Contract as Exhibits A and B.
- (B) For the purposes of this Contract, all duties to be performed by Contractor may be referred to as the "Work," and shall include the provision of all supervision, labor, materials, equipment, services, permits and other components necessary for, or incidental to, the successful completion of the Project in a timely, professional, and workmanlike manner.

2. Effective Date; Term.

- (A) The Contract shall become effective on the date of the last signature of the authorized representatives of both the Goshen Board of Public Works and Safety and Contractor.
- (B) Contractor shall begin the Work as soon as practical upon receiving a written notice to proceed from City.
- (C) Contractor shall carry out all Work expeditiously with adequate work forces and shall complete the Project by the second week of August 2026.

3. Compensation; Payment.

- (A) City shall pay Contractor for the satisfactory performance of the Work under this Contract the total Project cost of Two Thousand Three Hundred Twenty-Four Dollars and 41/100 (\$2,324.41) which is based on the established unit prices for the work items as set forth in Contractor's itemized proposal, a copy of which is attached to this Contract.
- (B) Contractor shall submit proof to City that Contractor has paid all subcontractors, material suppliers, laborers, and those furnishing services for this Project before final payment is made.
- (C) Contractor shall submit to City the detailed invoice along with proof of payment for labor, services and materials furnished for the Project to the following address, or at such other address as City may designate in writing:

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

- (D) Provided there is no dispute on amounts due, including amounts due all subcontractors, material suppliers, laborers, and those furnishing services for the Project, payment will be made to

Contractor within forty-five (45) days following City's receipt of a detailed invoice. If any dispute arises, the undisputed amount will be paid. Payment is deemed to be made on the date of mailing the check.

- (E) Contractor is required to have a current W-9 form on file with the Goshen Clerk-Treasurer's Office before City will issue payment to Contractor.

4. **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. 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.

5. **Non-Discrimination.** In accordance with Indiana Code § 22-9-1-10, Contractor shall not discriminate against any employee or applicant for employment to be employed in the performance of this Contract, with respect to the employee or applicant's hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of the employee or applicant's race, religion, color, sex, disability, national origin, or ancestry. Breach of this covenant may be regarded as a material breach of the Contract.

6. **Employment Eligibility Verification.**

- (A) In accordance with Indiana Code § 22-5-1.7 et seq., Contractor shall enroll in and verify the work eligibility status of all newly hired employees of the contractor 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 an individual that Contractor subsequently learns is an unauthorized alien. By execution of the Contract, Contractor affirms that Contractor does not knowingly employ an unauthorized alien.
- (C) Contractor shall require their subcontractors, who perform work under this Contract, to certify to 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.

7. **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, by execution of this Contract, 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 Contract.

8. **No Investment Activities in Iran.** In accordance with Indiana Code § 5-22-16.5, by execution of this Contract, Contractor certifies that Contractor does not engage in investment activities in Iran as defined by Indiana Code § 5-22-16.5-8.
9. **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, injuries, or accidental deaths caused by any intentional, reckless, or negligent act or omission by Contractor or any of Contractor's agents, officers, and employees during the performance of this Contract. Such indemnity shall include reasonable attorney's fees and other expenses incurred by City and shall not be limited by reason of insurance coverage required by this Contract.
10. **Insurance.**
- (A) Prior to commencing Work, 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) Excess Umbrella Coverage - \$2,000,000 each occurrence.
11. **Force Majeure.** In the event that either party is unable to perform any of its obligations under this Contract or to enjoy any of its benefits because of natural disaster or decrees of governmental bodies not the fault of the affected party (hereinafter referred to as a "Force Majeure Event"), the affected party shall immediately or as soon as reasonably possible under the circumstances provide written notice to the other party. The notice shall provide evidence of the Force Majeure Event to the satisfaction of the other party. Upon receipt of such notice, all obligations under this Contract shall be immediately suspended. The affected party shall do everything possible to resume performance. If the period of nonperformance exceeds thirty (30) days from the receipt of notice of the Force Majeure Event, the party whose ability to perform has not been so affected may, by giving written notice, terminate this Contract and the other party shall have no recourse.
12. **Funding Cancellation.** Should the City's Common Council make a written determination that funds are not appropriated or otherwise available to support continuation of performance under this Contract, this Contract shall be canceled. A determination by the Common Council that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.
13. **Default.**
- (A) If Contractor fails to perform the Work or comply with the provisions of this Contract, then Contractor may be considered in default.
 - (B) It shall be mutually agreed that if Contractor fails to perform the Work 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 seven (7) 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 work 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 Work described under the Specifications.
 - (7) The Contract or any right, monies or claims are assigned by Contractor without the consent of the City.

14. **Termination.**

- (A) The Contract may be terminated in whole or in part, at any time, by mutual written consent of both parties.
- (B) The Contract may be terminated in whole or in part, at any time, in the event a written determination is made under Section 12, Funding Cancellation.
- (C) City may terminate this Contract, in whole or in part, in the event of default by Contractor.
- (D) Contractor shall be paid for all Work performed and expenses reasonably incurred prior to notice of termination.
- (E) 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 Contract.

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

16. **Change Orders.**

- (A) If in the course of the Work it becomes necessary to change or alter the original specifications, City may issue a change order to add, delete or change an item(s) in the original Contract, with the Contract price and/or completion date, being adjusted accordingly. The change order shall be prepared by the licensed architect or engineer assigned to the Project.
- (B) If the change order requires an increase or decrease in units of materials that are included in the original Contract, the cost of these units must be the same as shown in the original Contract.
- (C) Except in the case of an emergency, Contractor shall not commence any additional Work or change in scope of the Work until the change order is authorized in writing and signed by both parties. Contractor shall make no claim for additional compensation in the absence of a prior written and authorized change order signed by both parties.

17. **Amendments.** Any modification or amendment to the terms and conditions of the Contract, including a change order, shall not be binding unless made in writing and signed by both parties. Any verbal representations or modifications concerning the Contract shall be of no force and effect.
18. **Waiver of Rights.** No right conferred on either party under this Contract shall be deemed waived and no breach of this Contract excused unless such waiver or excuse shall be in writing and signed by the party claimed to have waived such right.
19. **Applicable Laws.**
- (A) Contractor agrees to comply with all applicable federal, state, and local laws, rules, regulations and ordinances, and all contractual provisions required to be included in this Contract 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 Work. Failure to do so may be deemed a material breach of Contract.
20. **Miscellaneous.**
- (A) Any provision of this Contract 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 Contract.
 - (B) 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.
 - (C) These documents 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.
 - (D) In the event legal action is brought to enforce or interpret the terms and conditions of these documents, the prevailing party of such action shall be entitled to recover all costs of that action, including reasonable attorneys' fees.
21. **Notice.** Any notice required or desired to be given under this Contract 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. Either party may also email the notice to the other party in addition to delivering personally or sending by regular first-class mail.

City: City of Goshen, Indiana
Attention: Goshen Engineering Department
204 East Jefferson St., Suite 1
Goshen, IN 46528
Email: Engineering@goshencity.com

with a copy to:

Goshen Legal Department
204 East Jefferson St., Suite 2
Goshen, IN 46528
Email: Legal@goshencity.com

Contractor: Protechs, Inc
Attention: Monica Weaver
2777 Sherman Blvd.
Fort Wayne, IN 46808
Email: mweaver@protechsinc.com

22. **Severability.** In the event that any provision of the Contract 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 Contract shall not affect the validity or enforceability of any other provision of the Contract.
23. **Binding Effect.** All provisions, covenants, terms and conditions of this Contract apply to and bind the parties and their legal heirs, representatives, successors and assigns.
24. **Entire Agreement.** This Contract constitutes the entire agreement between the parties and supersedes all other agreements or understandings between City and Contractor.
25. **Authority to Execute.** The undersigned affirm that all steps have been taken to authorize execution of this Contract, and upon the undersigned's execution, bind their respective organizations to the terms of the Contract.

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

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

Protechs, Inc.

Gina M. Leichty, Mayor

Date: _____

Printed: Monica Weaver
Title: Project Coordinator
Date: 7/28/2020

CITY OF GOSHEN, INDIANA

REQUEST FOR PROPOSALS (RFP)

Removal and Disposal of Non-Friable Asbestos Roofing Material

Former Shanklin Pool Bathhouse

411 W. Plymouth Avenue

Goshen, Indiana

1. Notice to Proposers

The City of Goshen, Indiana, is soliciting sealed proposals from qualified asbestos abatement contractors for the removal and lawful disposal of non-friable asbestos-containing roofing materials at the former Shanklin Pool Bathhouse located at 411 W. Plymouth Avenue. The asbestos survey prepared by ACM Engineering & Environmental Services, dated May 29, 2026, is included as Exhibit A and incorporated by reference.

2. Project Background

The former pool bathhouse is scheduled for demolition beginning in August 2026. Prior to asbestos abatement, the City will install a perimeter fence around the construction site and will remove the metal roofing system and the structural roof trusses above the flat roofing area. Following completion of that work, the selected contractor shall mobilize to remove the exposed asbestos-containing roofing materials.

3. Scope of Work

- Provide all labor, supervision, equipment, permits, notifications, transportation, disposal, and incidentals.
- Remove approximately 2,640 square feet of Category I non-friable asbestos-containing roofing material (15% chrysotile).
- Remove two (2) asbestos-containing roofing cement downspout scuppers (13% chrysotile).
- Package, transport, and dispose of ACM at an approved disposal facility.
- Provide waste shipment records, disposal receipts, and project closeout documentation.
- Coordinate work with the City, which is self-performing the site demolition work.

4. Environmental Compliance

The Contractor shall be solely responsible for:

- IDEM notifications
- OSHA compliance
- EPA NESHAP compliance
- Worker training and licensing
- Site safety
- Waste transportation
- Waste disposal

All work shall be conducted in accordance with applicable local, state, and federal asbestos regulations.

5. Site Visit

Interested contractors are strongly encouraged to visit the site prior to submitting a proposal.

Site visits may be arranged through:

Goshen Engineering Department
Phone: 574-534-2201

Contractors are responsible for becoming familiar with site conditions prior to submitting a proposal.

6. Schedule

Milestone	Anticipated
Issue RFP	July 21, 2026
Proposals Due	July 28, 2026
Roof Removal by City	First or Second Week of August 2026
Notice to Proceed (NTP)	Immediately Following Roof Removal
Mobilization	Within 5 Calendar Days of NTP
Final Completion	August 31, 2026

7. Contractor Qualifications

Indiana licensed asbestos abatement contractor; minimum three years similar experience; certified supervisors and workers; applicable insurance.

8. Deliverables

Provide waste shipment records, disposal receipts, required notifications, final documentation, and project completion certification.

9. Proposal Contents

A. Company Information

- Company name
- Address
- Contact person
- Telephone number
- Email address

B. Qualifications

- Description of firm's experience
- Relevant project references
- Licensing information

C. Project Approach

- Description of proposed abatement methods
- Mobilization plan
- Estimated duration of work
- Disposal methods

D. Schedule

- Confirmation of ability to mobilize within five (5) days of Notice to Proceed
- Confirmation that all work will be completed by August 31, 2026

E. Cost Proposal

- Provide a lump-sum cost including all labor, equipment, disposal, transportation, regulatory notifications, and incidentals necessary to complete the project.
- The City reserves the right to negotiate scope and pricing as deemed necessary.

F. Acknowledgment of Exhibits A and B.

10. Evaluation Criteria

Qualifications, municipal experience, project approach, schedule, responsiveness, references, and cost.

11. General Conditions

The City reserves the right to reject any or all proposals, waive informalities, request clarification, and award in the City's best interest.

12. Insurance and Bonds

Successful proposer shall provide insurance meeting City requirements prior to contract execution.

13. Questions

Questions shall be submitted in writing to Dustin K. Sailor, P.E., Director of Public Works & Utilities via email at engineering@goshencity.com.

14. Proposal Submission

Sealed proposals shall be delivered no later than 12:00 PM EDT, July 28, 2026, to:

City of Goshen Engineering Department
204 E. Jefferson Street, Suite 1
Goshen, Indiana 46528 by

Exhibit A

Suspect Asbestos Containing Building Material Survey Report, ACM Engineering & Environmental Services, dated May 29, 2026.



ACM ENGINEERING & ENVIRONMENTAL SERVICES

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

***SUSPECT ASBESTOS CONTAINING BUILDING MATERIAL
SURVEY REPORT***

FOR:

***CITY OF GOSHEN
PARKS, BUILDINGS AND GROUNDS DEPARTMENT
524 EAST JACKSON STREET
GOSHEN, INDIANA 46526***

LOCATION:

***SHANKLIN POOL
411 WEST PLYMOUTH AVENUE
GOSHEN, INDIANA 46526***

DATE:

MAY 29, 2026

PREPARED BY:

***ACM ENGINEERING & ENVIRONMENTAL SERVICES
26598 U.S. 20 WEST
SOUTH BEND, INDIANA 46628***



ACM ENGINEERING & ENVIRONMENTAL SERVICES

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

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ACM ENGINEERING & ENVIRONMENTAL SERVICES

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SECTION I

EXECUTIVE SUMMARY

FOR:

***CITY OF GOSHEN
PARKS, BUILDINGS AND GROUNDS DEPARTMENT
524 EAST JACKSON STREET
GOSHEN, INDIANA 46526***

LOCATION:

***SHANKLIN POOL
411 WEST PLYMOUTH AVENUE
GOSHEN, INDIANA 46526***

DATE:

MAY 29, 2026



ACM ENGINEERING & ENVIRONMENTAL SERVICES

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

EXECUTIVE SUMMARY

SUSPECT ASBESTOS CONTAINING BUILDING MATERIAL SURVEY REPORT

FOR:

**CITY OF GOSHEN
PARKS, BUILDINGS AND GROUNDS DEPARTMENT
524 EAST JACKSON STREET
GOSHEN, INDIANA 46526**

SURVEY LOCATION:

**SHANKLIN POOL
411 WEST PLYMOUTH AVENUE
GOSHEN, INDIANA 46526**

DATE:

MAY 29, 2026

On May 6, 2026, ACM Engineering and Environmental Services, Inc. (ACM) performed a suspect asbestos containing building material survey of the Administrative/Check-In building, the Concession Stand building, and the Pump House of Shanklin Pool located at 411 West Plymouth Avenue in Goshen, Indiana.

ACM's Indiana Department of Environmental Management (IDEM) licensed asbestos inspector collected a total of thirty-four (34) suspect asbestos bulk samples of a total twenty-one (21) different suspect homogeneous materials. All suspect asbestos bulk samples collected on this project were analyzed for asbestos content in our in-house NVLAP approved laboratory in accordance with the U.S. Environmental Protection Agency (USEPA) "Method for the Determination of Asbestos in Bulk Building Materials," EPA/600/R-93/116.

The following is a summary of regulated asbestos containing building materials (RACM), which will become friable and regulated during renovation or demolition work activities and must be removed by a State of Indiana licensed asbestos abatement contractor prior to renovation or demolition:

There were no regulated asbestos containing building materials identified as a result of the pre-renovation suspect asbestos containing building material survey.

The following is a summary of Category I and Category II non-friable asbestos containing materials which can remain in place during renovation or demolition work activities if the condition of the material remains non-friable. All waste generated must be disposed of in a State of Indiana sanitary landfill. Any operations which sand, saw, abrade, crumble, pulverize, or reduce the material to a powder (i.e. materials reduction or recycling) will render the material friable and regulated, at which time removal in compliance with the EPA-NESHAP regulatory standard by a State of Indiana licensed asbestos abatement contractor will be required prior to renovation or demolition:

1) Roofing cement inside old downspout scupper – Sample #SP-07

An estimated 2 downspout scuppers with roofing cement inside are located on the exterior of the administrative/check-in area building. The roofing cement inside the old downspout scuppers tested positive with 13% Chrysotile.

2) Old flat roofing material above wood ceiling panels – Sample #SP-09

An estimated 2,640 square feet of old flat roofing material is located in the attic space of the administrative/check-in area building above the wood ceiling panels. The old flat roofing material tested positive with 15% Chrysotile asbestos.

The following is a summary of suspect asbestos containing building materials which were sampled during the pre-renovation survey and determined to be non-asbestos containing:

1. 4-inch blue cove base with tan adhesive – Sample #SP-01A, B, C
2. Drywall wall and ceiling systems – Sample #SP-02A, B, C
3. Old roofing shingles – Sample #SP-03
4. White door frame caulk – Sample #SP-04
5. Light green caulk between seams of concrete – Sample #SP-05
6. Tar material around old exhaust pip hole above drywall ceiling – Sample #SP-

7. White caulk around concrete ramp – Sample #SP-08
8. Clear caulk on brick – Sample #SP-10
9. White caulk around countertop backsplash – Sample #SP-11
10. 4-inch brown cove base with tan adhesive – Sample #SP-12A, B, C
11. Cinder block wall crack filler/caulk – Sample #SP-13
12. Masonite wall paneling with gold adhesive – Sample #SP-14
13. White door frame caulk – Sample #SP-15
14. Yellow fibrous insulation with tar and paper backing – Sample #SP-16
15. Black tar on PVC sewer gas pipe exhaust – Sample #SP-17
16. Tan caulk around foundation and in seams of concrete – Sample #SP-18
17. White window frame caulk – Sample #SP-19
18. Black window frame caulk – Sample #SP-20
19. Caulk along top of exhaust fan – Sample #SP-21

INSPECTOR:

Cassey M. Micinski

CASSEY MICINSKI

IDEM # 192907077

Exp. 08/19/2026



ACM ENGINEERING & ENVIRONMENTAL SERVICES

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

SECTION II

BULK SAMPLE SUMMARY & LOCATION SHEETS

FOR:

***CITY OF GOSHEN
PARKS, BUILDINGS AND GROUNDS DEPARTMENT
524 EAST JACKSON STREET
GOSHEN, INDIANA 46526***

LOCATION:

***SHANKLIN POOL
411 WEST PLYMOUTH AVENUE
GOSHEN, INDIANA 46526***

DATE:

MAY 29, 2026

BULK SAMPLE SUMMARY AND LOCATIONS

Page 1 of 4

CLIENT:

CITY OF GOSHEN
PARKS, BUILDINGS AND GROUNDS DEPARTMENT
524 EAST JACKSON STREET
GOSHEN, INDIANA 46526

LOCATION:

SHANKLIN POOL
411 WEST PLYMOUTH AVENUE
GOSHEN, INDIANA 46526

DATE:

MAY 6, 2026

BY: CASEY MICINSKI

SAMPLE #	LOCATION	SAMPLE TYPE	ASBESTOS	FRIABLE/ NON-FRIABLE
SP-01A	ADMINISTRATIVE/CHECK-IN AREA	4-INCH BLUE COVE BASE WITH TAN ADHESIVE	NONE DETECTED	N/A
SP-01B	ADMINISTRATIVE/CHECK-IN AREA	4-INCH BLUE COVE BASE WITH TAN ADHESIVE	NONE DETECTED	N/A
SP-01C	ADMINISTRATIVE/CHECK-IN OFFICE	4-INCH BLUE COVE BASE WITH TAN ADHESIVE	NONE DETECTED	N/A
SP-02A	ADMINISTRATIVE/CHECK-IN AREA	DRYWALL WALL AND CEILING SYSTEMS	NONE DETECTED	N/A
SP-02B	ADMINISTRATIVE/CHECK-IN AREA	DRYWALL WALL AND CEILING SYSTEMS	NONE DETECTED	N/A
SP-02C	ADMINISTRATIVE/CHECK-IN AREA MECHANICAL ROOM	DRYWALL WALL AND CEILING SYSTEMS	NONE DETECTED	N/A
SP-03	ADMINISTRATIVE/CHECK-IN AREA STORAGE ROOM	OLD ROOFING SHINGLES	NONE DETECTED	N/A

Inspector: Casey A. Micinski

IDEM Inspector #: 192907077

Expiration: 8/19/26

BULK SAMPLE SUMMARY AND LOCATIONS

Page 2 of 4

CLIENT:

CITY OF GOSHEN
PARKS, BUILDINGS AND GROUNDS DEPARTMENT
524 EAST JACKSON STREET
GOSHEN, INDIANA 46526

LOCATION:

SHANKLIN POOL
411 WEST PLYMOUTH AVENUE
GOSHEN, INDIANA 46526

DATE:

MAY 6, 2026

BY: CASEY MICINSKI

SAMPLE #	LOCATION	SAMPLE TYPE	ASBESTOS	FRIABLE/ NON-FRIABLE
SP-04	ADMINISTRATIVE/CHECK-IN AREA	WHITE DOOR FRAME CAULK	NONE DETECTED	N/A
SP-05	EXTERIOR OF ADMINISTRATIVE/CHECK-IN AREA	LIGHT GREEN CAULK BETWEEN SEAMS OF CONCRETE	NONE DETECTED	N/A
SP-06	ADMINISTRATIVE/CHECK-IN AREA MECHANICAL ROOM	TAR MATERIAL AROUND OLD EXHAUST PIPE HOLE ABOVE DRYWALL CEILING	NONE DETECTED	N/A
SP-07	EXTERIOR OF ADMINISTRATIVE/CHECK-IN AREA	ROOFING CEMENT INSIDE OLD DOWNSPOUT SCUPPER	13% CHRYSOTILE	CATEGORY I NON-FRIABLE
SP-08	EXTERIOR OF MEN'S LOCKER ROOM/SHOWERS	WHITE CAULK AROUND CONCRETE RAMP	NONE DETECTED	N/A
SP-09	WOMEN'S LOCKER ROOM	OLD FLAT ROOFING MATERIAL ABOVE WOOD CEILING PANELS	15% CHRYSOTILE	CATEGORY I NON-FRIABLE

Inspector: Casey A. Micinski

IDEM Inspector #: 192907077

Expiration: 8/19/26

BULK SAMPLE SUMMARY AND LOCATIONS

Page 3 of 4

CLIENT:

CITY OF GOSHEN
PARKS, BUILDINGS AND GROUNDS DEPARTMENT
524 EAST JACKSON STREET
GOSHEN, INDIANA 46526

LOCATION:

SHANKLIN POOL
411 WEST PLYMOUTH AVENUE
GOSHEN, INDIANA 46526

DATE:

MAY 6, 2026

BY: CASEY MICINSKI

SAMPLE #	LOCATION	SAMPLE TYPE	ASBESTOS	FRIABLE/ NON-FRIABLE
SP-10	EXTERIOR OF ADMINISTRATIVE/CHECK-IN AREA	CLEAR CAULK ON BRICK	NONE DETECTED	N/A
SP-11	CONCESSION STAND	WHITE CAULK AROUND COUNTERTOP BACKSPLASH	NONE DETECTED	N/A
SP-12A	CONCESSION STAND	4-INCH BROWN COVE BASE WITH TAN ADHESIVE	NONE DETECTED	N/A
SP-12B	CONCESSION STAND MEN'S RESTROOM	4-INCH BROWN COVE BASE WITH TAN ADHESIVE	NONE DETECTED	N/A
SP-12C	CONCESSION STAND WOMEN'S RESTROOM	4-INCH BROWN COVE BASE WITH TAN ADHESIVE	NONE DETECTED	N/A
SP-13	CONCESSION STAND	CINDER BLOCK WALL CRACK FILLER/CAULK	NONE DETECTED	N/A
SP-14	CONCESSION STAND	MASONITE WALL PANELING WITH GOLD ADHESIVE	NONE DETECTED	N/A

Inspector: Casey A. Micinski

IDEM Inspector #: 192907077

Expiration: 8/19/26

BULK SAMPLE SUMMARY AND LOCATIONS

Page 4 of 4

CLIENT:

CITY OF GOSHEN
PARKS, BUILDINGS AND GROUNDS DEPARTMENT
524 EAST JACKSON STREET
GOSHEN, INDIANA 46526

LOCATION:

SHANKLIN POOL
411 WEST PLYMOUTH AVENUE
GOSHEN, INDIANA 46526

DATE:

MAY 6, 2026

BY: CASEY MICINSKI

SAMPLE #	LOCATION	SAMPLE TYPE	ASBESTOS	FRIABLE/ NON-FRIABLE
SP-15	CONCESSION STAND	WHITE DOOR FRAME CAULK	NONE DETECTED	N/A
SP-16	CONCESSION STAND	YELLOW FIBROUS INSULATION WITH TAR AND PAPER BACKING	NONE DETECTED	N/A
SP-17	CONCESSION STAND ATTIC	BLACK TAR ON PVC SEWER GAS PIPE EXHAUST	NONE DETECTED	N/A
SP-18	EXTERIOR OF CONCESSION STAND	TAN CAULK AROUND FOUNDATION AND IN SEAMS OF CONCRETE	NONE DETECTED	N/A
SP-19	EXTERIOR OF CONCESSION STAND	WHITE WINDOW FRAME CAULK	NONE DETECTED	N/A
SP-20	EXTERIOR OF CONCESSION STAND	BLACK WINDOW FRAME CAULK	NONE DETECTED	N/A
SP-21	EXTERIOR OF PUMP HOUSE	CAULK ALONG TOP OF EXHAUST FAN	NONE DETECTED	N/A

Inspector: Casey A. Micinski

IDEM Inspector #: 192907077

Expiration: 8/19/26



ACM ENGINEERING & ENVIRONMENTAL SERVICES

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

SECTION III

***ANALYSIS OF SUSPECT ASBESTOS CONTAINING
BUILDING MATERIALS REPORT***

FOR:

***CITY OF GOSHEN
PARKS, BUILDINGS AND GROUNDS DEPARTMENT
524 EAST JACKSON STREET
GOSHEN, INDIANA 46526***

LOCATION:

***SHANKLIN POOL
411 WEST PLYMOUTH AVENUE
GOSHEN, INDIANA 46526***

DATE:

MAY 29, 2026



ANALYSIS OF SUSPECT ASBESTOS CONTAINING BUILDING MATERIALS

THE REPORT:

The attached report quantifies the fibrous materials found in each sample submitted for analysis. A complete fibrous analysis of samples is given for each sample followed by a breakdown analysis of any sub-samples for heterogeneous material. The percentages reported are based on Compared Visual Estimate (CVE) with known sample values.

- **The first column** is the client sample number identification.
- **The second column** is the laboratory sample number. The laboratory number for the overall sample analysis is a 7-digit number. The laboratory number followed by a letter designation (A, B, C, etc.) indicates a sub-sample analysis.
- **The third column** is the sample identification, which indicates whether the sample is homogeneous or heterogeneous, the color of the sample, and the physical description (cementitious, fibrous, cloth, etc.)
- **The fourth column** indicates the types and percentages of asbestos identified, if any.
- **The fifth column** indicates the types and percentages of cellulose (CELL) non-asbestos identified.
- **The sixth column** indicates the types and percentages of non-fibrous, non-asbestos material (NON-FIB NON-ACBM) identified.
- **The seventh column** indicates the types and percentages of fibrous non-asbestos material (FIB NON-ACBM) in the sample or sub-sample.

COMPONENTS DESCRIPTION:

ASBESTOS MATERIALS

A	= Amosite
AC	= Actinolite
AN	= Anthophyllite
C	= Chrysotile
CR	= Crocidolite
T	= Tremolite
---	= No Asbestos Detected

NON-ASBESTOS MATERIALS

CF	= Ceramic Fibers	N	= Nylon
CO	= Cotton	O	= Other
G	= Fibrous Glass	S	= Synthetics
H	= Hair	V	= Vermiculite
M	= Mineral Wool		

DISCUSSION AND RECOMMENDATIONS:

In order to reduce the risk of introducing asbestos fibers into the air, care should be taken not to disturb the asbestos containing building materials. If renovation, demolition or other activities might disturb known asbestos containing building materials, a reputable asbestos consultant should be contacted to help effectively design and implement an asbestos management program.

METHOD:

All analyses and quantifications are performed in accordance with the U.S. Environmental Protection Agency's "Method for the Determination of Asbestos in Bulk Building Materials", EPA/600/R-93/116. ACM Engineering & Environmental Services is accredited by the National Voluntary Laboratory Accreditation Program (NVLAP) for the scope of accreditation under NVLAP lab code 101977-0. These methods utilize stereoscopic examination of bulk samples, as well as utilizing the polarized light microscope (PLM). To determine the refractive index, the central stop dispersion staining method is used, as well as matching with refractive index oil and using light matching the sodium D line wavelength. Identification of non-asbestos species is less rigorous, as they are of secondary interest.

Gross samples are examined under a 10X or 20X stereoscope where homogeneity (need for sub-samples), texture and/or any other distinguishing characteristics are determined. Any fibrous material is mounted in high dispersion oil for further microscope examination utilizing PLM. Any possible asbestos fibers are analyzed for morphology, color and pleochroism, index of refraction parallel and perpendicular to elongation, birefringence, extinction characteristic and sign of elongation, and any other distinguishing characteristics observed.

The percentage of asbestos and other fibrous materials are then determined according to sample area coverage and thickness. The limit of quantitation is one percent (1%). The above is recorded on the laboratory analysis sheet and maintained for three years. The error involved for reported percentages of fibrous is 100% error for 1% to 5%, 50% error for 5% to 20%, and 25% error for 20% to 100%. All percentages will be reported in a range indicating error or a single value, in which case the above error should be applied. When the value 1% or greater is reported this indicates asbestos is present in the sample.

SAMPLE RETENTION:

Samples will be retained for 6 months unless otherwise instructed. After this period, the sample(s) will be disposed of appropriately. Upon written request, the samples will be returned by mail or delivery for a nominal fee to cover postage and handling. There would be no charge for samples picked-up at ACM Engineering & Environmental Services.

NOTE: ACM Engineering & Environmental Services does not deviate from the test method described in this report. This report must not be used by the client to claim product endorsement by NVLAP or any agency of the U.S. Government. This report relates only to the items above. This report must not be reproduced, except in full, without the written consent of ACM Engineering & Environmental Services. The results reported relate only to the samples provided by the customer as received and tested by the laboratory.



ACM ENGINEERING & ENVIRONMENTAL SERVICES
26598 U.S. 20 WEST, SOUTH BEND, IN 46628

WWW.ACMENV.COM

P: (574)234-8435 F: (574)234-6800

CLIENT: City of Goshen
Parks, Buildings and Ground Department
524 East Jackson Street
Goshen, Indiana 46526

ANALYSIS METHOD: EPA/600/R-93/116 & 40 CFR Part
763 Appendix E to Subpart E
NVLAP LAB CODE: 101977-0
MATRIX: Bulk
Sample Date: 5/6/26
Analysis Date: 5/7/26
ACM PROJECT #: 39826

LOCATION: Shanklin Pool
411 West Plymouth Avenue
Goshen, Indiana 46526

CLIENT SAMPLE #	LAB SAMPLE #	SAMPLE IDENTIFICATION	ASBEST	CELL	NON-FIB. NON- ACBM	FIB. NON- ACBM
SP-01A	2604202	COVE BASE	----	----	100%	----
SP-01A	2604202A	COVE BASE – TAN ADHESIVE	----	----	100%	----
SP-01B	2604203	COVE BASE	----	----	100%	----
SP-01B	2604203A	COVE BASE – TAN ADHESIVE	----	----	100%	----
SP-01C	2604204	COVE BASE	----	----	100%	----
SP-01C	2604204A	COVE BASE – TAN ADHESIVE	----	----	100%	----
SP-02A	2604205	DRYWALL	----	15%	85%	----
SP-02B	2604206	DRYWALL	----	15%	85%	----
SP-02C	2604207	DRYWALL	----	15%	85%	----
SP-03	2604208	ROOF SHINGLES	----	53%	33%	14%G
SP-04	2604209	CAULK – DOOR FRAME	----	----	100%	----
SP-05	2604210	CAULK – LIGHT GREEN	----	----	100%	----
SP-06	2604211	TAR MATERIAL	----	----	100%	----
SP-07	2604212	ROOF CEMENT	13%C	70%	17%	----
SP-08	2604213	CAULK – WHITE	----	----	100%	----
SP-09	2604214	ROOFING MATERIAL	15%C	54%	31%	----
SP-10	2604215	CAULK – CLEAR	----	----	100%	----
SP-11A	2604216	CAULK – WHITE	----	----	100%	----
SP-12A	2604217	COVE BASE	----	----	100%	----
SP-12A	2604217A	COVE BASE – TAN ADHESIVE	----	----	100%	----

**ACM RECOMMENDS POINT COUNTING ANALYSIS ON ALL BULK SAMPLES
WITH LESS THAN 10% (<10%) ASBESTOS CONTENT.**

Microscopist:

Larry Malas

Title: Laboratory Director

Date: 5/8/26

Revision 6, 6/13/24

**ACM ENGINEERING & ENVIRONMENTAL SERVICES****WWW.ACMENV.COM****26598 U.S. 20 WEST, SOUTH BEND, IN 46628****P: (574)234-8435 F: (574)234-6800**

CLIENT: City of Goshen
Parks, Buildings and Ground Department
524 East Jackson Street
Goshen, Indiana 46526

ANALYSIS METHOD: EPA/600/R-93/116 & 40 CFR Part
763 Appendix E to Subpart E
NVLAP LAB CODE: 101977-0
MATRIX: Bulk
Sample Date: 5/6/26
Analysis Date: 5/7/26
ACM PROJECT #: 39826

LOCATION: Shanklin Pool
411 West Plymouth Avenue
Goshen, Indiana 46526

<i>CLIENT SAMPLE #</i>	<i>LAB SAMPLE #</i>	<i>SAMPLE IDENTIFICATION</i>	<i>ASBEST</i>	<i>CELL</i>	<i>NON-FIB. NON- ACBM</i>	<i>FIB. NON- ACBM</i>
SP-12B	2604218	COVE BASE	----	----	100%	----
SP-12B	2604218A	COVE BASE – TAN ADHESIVE	----	----	100%	----
SP-12C	2604219	COVE BASE	----	----	100%	----
SP-12C	2604219A	COVE BASE – TAN ADHESIVE	----	----	100%	----
SP-13	2604220	CRACK FILLER/CAULK	----	----	100%	----
SP-14	2604221	MASONITE	----	----	100%	----
SP-14	2604221A	MASONITE – GOLD ADHESIVE	----	----	100%	----
SP-15	2604222	WHITE CAULK – DOOR FRAME	----	----	100%	----
SP-16	2604223	FIBERGLASS INSULATION	----	11%	4%	85%G
SP-17	2604224	BLACK TAR	----	14%	86%	----
SP-18	2604225	CAULK - TAN	----	----	100%	----
SP-19	2604226	CAULK – TAN	----	----	100%	----
SP-20	2604227	CAULK – BLACK	----	----	100%	----
SP-21	2604228	CAULK – EXHAUST FAN	----	----	100%	----

**ACM RECOMMENDS POINT COUNTING ANALYSIS ON ALL BULK SAMPLES
WITH LESS THAN 10% (<10%) ASBESTOS CONTENT.**

Microscopist: _____

Title: Laboratory DirectorDate: 5/8/26

Revision 6, 6/13/24



ACM Engineering & Environmental Services, Inc.

26598 US 20 West • South Bend, Indiana 46628 • Phone: (574) 234-8435 • Fax (574) 234-8800 • www.acmenv.com

Chain-of-Custody / Analysis Request Form

CLIENT / CONTACT / SITE INFORMATION

Contact:	Tanya Heyde	Client/Company Name & Address:	City of Gothen
Phone:	(574) 534-2901	Parks, Buildings and Grounds Departments	
E-Mail:	tanyaheyde@gothencity.com	524 East Jackson Street	
Reference Number:		Gothen, IN 46526	
Sampled By:	CM/JG	☐ CHECK THE PROVIDED BOX IF THE CLIENT & SITE ADDRESS ARE THE SAME	
Date Sampled:	5/6/26	Site Address:	
FOR LABORATORY USE ONLY:		Shanklin Pool	
☐ Samples received in proper condition for requested analysis.		411 West Plymouth Avenue	
LABORATORY PROJECT ID #:		Gothen, IN 46526	

ACM PROJECT NUMBER	39826
--------------------	-------

COMMENTS	
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TURN AROUND TIME	
☐ RUSH Under 24 Hours Special Request	
☒ 24 Hours	
☐ 2 - 3 Days	
☐ 4+ Days	
NOTE: The turn around time is defined as the amount of time the laboratory is given to complete analysis from the moment of receipt in the laboratory.	

REQUESTED ANALYSIS		Asbestos Bulk (PLM)	Asbestos Point Count	Fungal Spore Trap Analysis (Air)	Fungal Direct Examination (Tape)	Colitag P/A	E. coli Fecal Coliform Bacteria	Other: Please Specify
SP-01A	Cave hole with ten adhesive	↓	✓					
SP-01B			✓					
SP-01C			✓					
SP-02A	Driveway wall & ceiling systems	↓	✓					
SP-02B			✓					
SP-02C			✓					
SP-03	Old roofing shingles		✓					
SP-04	White door frame caulk		✓					
SP-05	Light green caulk		✓					
SP-06	Tar material		✓					
SP-07	Roofing cement		✓					
SP-08	White caulk around concrete ramp		✓					
SP-09	Old flat roofing material		✓					
SP-10	Clear caulk on brick		✓					
SP-11	White caulk around backsplash		✓					

Submitted/Relinquished By:	Date/Time:	Received/Accepted By:	Date/Time:	Samples Processed By:	Date/Time:
Cathy M. Smith	5/6/26 4:25pm	D. Dineen	5/6/26	Tanya Madal	5/7/26
Rev 1 6/19/2013					



ACM Engineering & Environmental Services, Inc.
26598 US 20 West • South Bend, Indiana 46628 • Phone: (574) 234-8435 • Fax (574) 234-6800 • www.acmeny.com
Chain-of-Custody / Analysis Request Form

CLIENT / CONTACT / SITE INFORMATION	
Contact:	Tanya Heyde
Phone:	(574) 534-2901
E-Mail:	tanyaheyde@acmeny.com
Reference Number:	
Sampled By:	CM/JG
Date Sampled:	5/6/26
FOR LABORATORY USE ONLY:	
☐ Samples received in proper condition for requested analysis.	
LABORATORY PROJECT ID #:	

TURN AROUND TIME
☐ RUSH Under 24 Hours Special Request
☒ 24 Hours
☐ 2 - 3 Days
☐ 4+ Days

NOTE: The turn around time is defined as the amount of time the laboratory is given to complete analysis from the moment of receipt in the laboratory.

Client/Company Name & Address:
City of Goshen Parks, Buildings and Grounds Departments 524 East Jackson Street Goshen, IN 46526
☐ CHECK THE PROVIDED BOX IF THE CLIENT & SITE ADDRESS ARE THE SAME
Site Address:
Shanklin Pool 411 West Plymouth Avenue Goshen, IN 46526

ACM PROJECT NUMBER
39826

COMMENTS

REQUESTED ANALYSIS		Asbestos Bulk (PLM)	Asbestos Point Count	Fungal Spore Trap Analysis (Air)	Fungal Direct Examination (Tape)	Colling P/A	E. Coli Fecal Coliform Bacteria	Other: Please Specify
SP-12A	Cave base with ten adhesive	✓						
SP-12B		✓						
SP-12C		✓						
SP-13		✓						
SP-14		✓						
SP-15		✓						
SP-16		✓						
SP-17		✓						
SP-18		✓						
SP-19		✓						
SP-20		✓						
SP-21		✓						

AREA/VOLUME/MATERIAL	SAMPLE LOCATION
N/A	Concession Stand
	Concession Stand Men's Restroom
	Concession Stand Women's Restroom
	Concession Stand
	Concession Stand Attic
	Exterior of Concession Stand
	Exterior of Pump House

Submitted/Retained/Inquired By: Casey M. Smith	Date/Time: 5/6/26 4:25pm	Received/Accepted By: Diane Ruty	Date/Time: 5/6/26	Samples Processed By: Amy Maxfield	Date/Time: 5/7/26
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ACM ENGINEERING & ENVIRONMENTAL SERVICES

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

SECTION IV

***INSPECTOR, ANALYST, AND LABORATORY
ACCREDITATIONS AND LICENSING***

FOR:

***CITY OF GOSHEN
PARKS, BUILDINGS AND GROUNDS DEPARTMENT
524 EAST JACKSON STREET
GOSHEN, INDIANA 46526***

LOCATION:

***SHANKLIN POOL
411 WEST PLYMOUTH AVENUE
GOSHEN, INDIANA 46526***

DATE:

MAY 29, 2026

Indiana Department of Environmental Management
100 N. Senate Avenue
Mail Code 61-52 IGCN 1003
Indianapolis, IN 46204-2251



July 31, 2025

000006

Casey A. Micinski
ACM Eng & Env Services
26598 US Highway 20
South Bend IN 46628

Re: Asbestos Inspector # 192907077

Based upon the review of your license application, the Office of Air Quality has determined that you have fulfilled the requirements of 326 IAC 18 and are eligible for licensing in the following discipline:

Asbestos Inspector

Your Asbestos Inspector license is attached below. The license is waterproof and tear resistant. Please sign your license and do not laminate or alter your license in anyway. Your license must be available for review at all times while implementing an asbestos project. This license may be revoked, pursuant to 326 IAC 18-2.1-5, if you:

- (1) Violate any requirements of these rules (326 IAC 18), 326 IAC 14-10, or any requirement of the Asbestos-Containing Materials in Schools Rule or any other federal, state, or local regulation pertaining to asbestos in buildings or to asbestos projects.
- (2) Falsify information on your application for licensing.
- (3) Fail to meet any qualifications specified in 326 IAC 18-2.1-2.
- (4) Conduct asbestos project, or related asbestos handling activity, in a manner which is hazardous to the public health.

Your license is valid effective 08/19/2025, and will expire on 08/19/2026, 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. NOTE: 326 IAC 18-1-4(h) and 326 IAC 18-1-6(e) require that any individual who has an eighteen (18) month lapse between any two training courses of the same discipline to attend an initial training course for the discipline in which they are seeking a license. In order to avoid re-taking the initial training course you must have attended a refresher in the discipline you are seeking a license within eighteen (18) months from the date of issuance of your last training course certificate.

Office of Air Quality, Asbestos Licensing Section (317) 233-3861



Indiana Dept. of Environmental Management

Casey A. Micinski

Asbestos Inspector License #: 192907077

Effective: **08/19/2025**
Birth Date: **07/11/1984**
Height: **5-08**
Weight: **185**

Expiration: **08/19/2026**
Gender: **M**
Eye Color: **Brown**
Hair Color: **Brown**



OCCUPATIONAL TRAINING & SUPPLY, INC. 2025

7233 S. Adams Street | Willowbrook, IL 60527 (630) 655-3900 | www.otssafety.com

Asbestos Building Inspector Refresher

Occupational Training & Supply, Inc. certifies that

Casey Micinski

has successfully completed the Asbestos Building Inspector Refresher course and has passed the competency exam with a minimum score of 70%. The course is accredited by the Illinois Department of Public Health and Indiana Department of Environmental Management for purposes of accreditation in accordance with EPA 40 CFR 763, Asbestos Hazard Emergency Response Act (AHERA) and TSCA Title II.

Course Date: 11/17/2025

Exam Date: 11/17/2025

Expiration Date: 11/17/2026

Certificate Number: BIR2511172382

Course Credit Hours: BIR 4 Hours

Kristina Miczek, Training Manager

MCCRONE RESEARCH INSTITUTE



Course Date: March 3-7, 2008
3.5 CEU's

[Signature]
[Signature]
Larry J. Langille

United States Department of Commerce
National Institute of Standards and Technology



Certificate of Accreditation to ISO/IEC 17025:2017

NVLAP LAB CODE: 101977-0

ACM Engineering & Environmental Services, Inc.
South Bend, IN

is accredited by the National Voluntary Laboratory Accreditation Program for specific services,
listed on the Scope of Accreditation, for:

Asbestos Fiber Analysis

*This laboratory is accredited in accordance with the recognized International Standard ISO/IEC 17025:2017.
This accreditation demonstrates technical competence for a defined scope and the operation of a laboratory quality
management system (refer to joint ISO-ILAC-IAF Communiqué on ISO/IEC 17025).*

2025-07-01 through 2026-06-30

Effective Dates



A handwritten signature in dark ink, appearing to read "Robert Kueh".

For the National Voluntary Laboratory Accreditation Program

SCOPE OF ACCREDITATION TO ISO/IEC 17025:2017

ACM Engineering & Environmental Services, Inc.

26598 US-20 West

South Bend, IN 46628

Mr. Larry Malone

Phone: 574-234-8435 Fax: 574-234-6800

Email: staff@acmenv.com

<http://www.acmenv.com>

ASBESTOS FIBER ANALYSIS

NVLAP LAB CODE 101977-0

Bulk Asbestos Analysis

Code

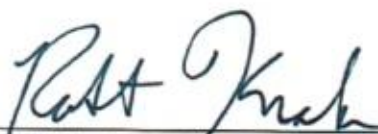
18/A01

Description

EPA -- 40 CFR Appendix E to Subpart E of Part 763, Interim Method of the Determination of Asbestos in Bulk Insulation Samples

18/A03

EPA 600/R-93/116: Method for the Determination of Asbestos in Bulk Building Materials



For the National Voluntary Laboratory Accreditation Program

Exhibit B

Map Location Highlighting Asbestos Roof Material Removal

PROJECT PROPOSAL FORM
FOR
CITY OF GOSHEN, INDIANA
PROJECT: Shanklin Pool Bathhouse Asbestos Abatement
PROJECT NUMBER: 2023.0014

A Respondent shall complete this Project Proposal Form for the above referenced Project in its entirety.

RESPONDENT/CONTRACTOR INFORMATION
--

Respondent's Name: Protechs, Inc

Business Address: 2777 Sherman Blvd.

City: Fort Wayne State: IN Zip Code: 46808

Mailing Address (if different): _____

City: _____ State: _____ Zip Code: _____

Contact Person: Monica Weaver Title: Project Coordinator

Telephone Number: 260-471-3165

Fax Number: 260-471-3365

Email Address: mweaver@protechsinc.com

[Continued next page.]

PROPOSED CONTRACT PRICE

The Respondent proposes to furnish all supervision, labor, materials, equipment, services, permits and any other components necessary to successfully complete the Project in accordance with the Specifications and Contract Documents, including any incidental requirements. The contract price for the Project will be based on the lump sum price set forth below and established unit prices for any additional items found while working. Work items are listed below on the last page of this Project Proposal Form. The sum of the unit prices for the work items are as follows:

Base Proposal: \$ 2324.41

The Respondent acknowledges that proposals shall be evaluated based on the sum(s) provided above. The Respondent also understands that the quantities listed for each work item are estimates only and are provided for the purpose of comparing proposals to determine the Respondent submitting the lowest proposal. (City shall verify all calculations.) If awarded a contract for this Project, the Respondent understands that the actual quantities needed for each work item may be higher or lower than the estimated quantities, and that compensation will be made using the established unit prices for each work item and the actual quantities used in the Project.

ADDENDA

The Respondent shall ascertain prior to submitting a proposal that the Respondent has received all Addenda issued.

The Respondent acknowledges receipt of the following Addenda for the Project:

X

 NONE. There were no Addenda issued for this Project.

Addenda Number Dated

Addenda Number Dated

Addenda Number Dated

Addenda Number Dated

[Continued next page.]

EXCEPTIONS	
------------	--

The Respondent shall indicate below whether the proposal fully complies with all Specifications and the proposed Contract terms and conditions. If Respondent proposes any deviations or exceptions, the Respondent must clearly identify the deviations or exceptions and provide the reasons for each.

Any equipment, goods, materials, systems, standards and/or methods that City, in its sole discretion, determines to be equal or better to that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended will be considered, provided the Respondent submits information that details how the equipment, goods, materials, systems, standards and/or methods offered will meet or exceed the minimum requirements to that stated in the Specifications for the Project.

Respondent is cautioned that any deviations or exceptions taken and deemed by City to be a material variance and/or do not meet or exceed the minimum requirements to that stated in the Specifications and the proposed Contract terms and conditions may result in the Respondent's proposal being rejected as non-responsive.

In the absence of any stated deviations or exceptions, the Respondent's proposal will be accepted as in strict compliance with all Specifications and the proposed Contract terms and conditions.

X

____ Respondent's proposal fully complies with all Specifications and the proposed Contract terms and conditions.

Respondent's proposal contains the following deviations or exceptions to the Specifications and/or the proposed Contract terms and conditions. Describe the deviations or exceptions proposed and provide the reasons for each (attach additional pages if needed):

[illegible]

BUSINESS CERTIFICATION

A Respondent must complete this page to certify the form of business organization the Respondent is operating under.

A limited partnership, limited liability partnership, limited liability company, and corporation is required to be registered with the Indiana Secretary of State to do business in the state of Indiana and with the City of Goshen in order to be considered responsible. If the business entity is not currently registered with the Indiana Secretary of State, the business entity must agree to become registered as a contingency of being awarded a contract. Failure to register with the Indiana Secretary of State within a reasonable period of time may result in a determination that the business entity is non-responsible, and a contract, if awarded, may be cancelled. This registration requirement DOES NOT apply to a sole proprietorship or general partnership.

Information concerning registration with the Indiana Secretary of State may be obtained by contacting the Indiana Secretary of State, Business Services Division, 200 W. Washington Street, Room 201, Indianapolis, IN 46204; (317) 232-6531; or <https://inbiz.in.gov/BOS/Home/Index>.

By submitting this proposal and signing this Project Proposal Form, Respondent certifies that the Respondent is operating as a (check one):

- ☐ SOLE PROPRIETORSHIP
- ☐ GENERAL PARTNERSHIP
- ☐ LIMITED PARTNERSHIP
- ☐ LIMITED LIABILITY PARTNERSHIP
- ☐ LIMITED LIABILITY COMPANY
- ☒ CORPORATION

The Respondent, excluding a sole proprietorship or general partnership, is organized under the laws of the (complete one):

☒ State of Protechs, Inc and **IS** currently registered with the Indiana Secretary of State.

The Business ID number for the Respondent is 35-1972172.

☐ State of _____ but **IS NOT** currently registered with the Indiana Secretary of State. By submitting this proposal, the Respondent agrees to register with the Indiana Secretary of State as a contingency of being awarded a contract.

E-VERIFY PROGRAM CERTIFICATION

In accordance with Indiana Code § 22-5-1.7 et seq., by submitting this proposal and signing this Project Proposal Form, Respondent certifies the following:

☒

Respondent **IS** currently enrolled in the E-Verify Program as defined in Indiana Code § 22-5-1.7-3.

☐

Respondent **IS NOT** currently enrolled in the E-Verify Program as defined in Indiana Code § 22-5-1.7-3. By submitting this proposal, the Respondent agrees to enroll in the E-Verify Program as a contingency of being awarded a contract.

☐

Respondent is self-employed and does not have any employees, and therefore, Respondent **IS NOT** required to enroll in the E-Verify Program as defined in Indiana Code § 22-5-1.7-3.

NON-COLLUSION

In accordance with Indiana Code § 36-1-12-4, by submitting this proposal and signing this Project Proposal Form, Respondent affirms under the penalties for perjury that:

- (1) The Respondent has not entered into a combination or an agreement: (A) relative to the price to be offered by a person; (B) to prevent a person from making an offer; or (C) to induce a person to refrain from making an offer; and
- (2) The Respondent's proposal is made without reference to any other proposal.

NEPOTISM DISCLOSURE

For the purpose of complying with Indiana Code § 36-1-21, identify below whether:

☒

Respondent **IS NOT** a relative of a City of Goshen elected official.

☐

Respondent **IS** a relative of a City of Goshen elected official. This includes an individual who 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. Please identify:

Name of City of Goshen elected official: _____

Relationship to Respondent: _____

INVESTMENT ACTIVITIES IN IRAN

In accordance with Indiana Code § 5-22-16.5, et seq, by submitting this proposal and signing this Project Proposal Form, Respondent certifies the following:

☒

Respondent **IS NOT** engaged in investment activities in Iran as further defined in Indiana Code § 5-22-16.5-8.

☐

Respondent **IS** engaged in investment activities in Iran as further defined in Indiana Code § 5-22-16.5-8.

[Continued next page.]

SIGNATURE

The undersigned certifies that Respondent has read and understands the Specifications and Contract Documents, including all instructions and the terms and conditions of the proposed Contract. Respondent agrees to fulfill the requirements of any awarded contract at the proposed contract price unless otherwise modified in the final written Contract.

By submitting this proposal, the Respondent agrees that the City may hold the Respondent's proposal for a period not-to-exceed thirty (30) days from the date of the proposal opening for the purpose of reviewing the proposals received prior to awarding a contract for the Project.

The undersigned authorized representative further certifies that he/she is duly authorized to submit this proposal and execute a contract on behalf of the Respondent. Signature by the Respondent's authorized representative constitutes execution of each any every section of this Project Proposal Form.

Respondent's Authorized Representative:

Signature: [Signature] Title: Controller
Printed: Megan Camacho Date: 7/27/2026

STATE OF Indiana)
COUNTY OF Allen) SS:

Before me, the undersigned Notary Public in and for said County and State, personally appeared the above named Megan Camacho, being known to me or whose identity has been authenticated by me, who affirmed that the statements in the foregoing Project Proposal Form are true and correct.

Witness my hand and Notarial Seal this 27th day of July, 2026.



[Signature]
Printed Name: Michael Ford
County of Residence: Huntington
My Commission Expires: February 27, 2031
Commission Number: NP0747170

CITY OF GOSHEN, INDIANA

PROJECT: Shanklin Pool Bathhouse Asbestos Abatement

PROJECT NUMBER: 2023-0014

WORK ITEMS

This completed form must be included with the Project Proposal Form for the above referenced Project. The Respondent shall transfer the sum of the work items for the Base Proposal and Alternates, if any, to the section titled **PROPOSED CONTRACT PRICE** of the Project Proposal Form.

Respondent Name: Protechs, Inc

**** Please include lump sum price per the ACM report findings with a unit price per additional square foot discovered and removed**

Item No.	Description	Estimated Quantity	Unit	Unit Cost	Total
1					
2					
3	Please see attached estimate breakdown				
4					
5					
6					
7					
8					
9					
10					
TOTAL PROPOSAL					2324.41



PROTECHS INC

2777 Sherman Blvd.
Fort Wayne, IN. 46808
Phone 800-471-3165
Phone 260-471-3165
Fax 260-471-3365
www.protechsinc.com

Insured: City of Goshen
Property: 411 W Plymouth Ave.
Goshen, IN 46526

Business: (574) 534-2201
E-mail: engineering@goshencity.com

Estimator: Caleb Somerville
Position: Project Manager
Company: Protechs Inc.
Business: 2777 Sherman Blvd
Fort Wayne, IN 46808

Cellular: (260) 410-1196
E-mail: csomerville@protechsinc.com

Contractor:
Company: Protechs Inc.
Business: 2777 Sherman Blvd.
Fort Wayne, IN 46808

Business: (260) 471-3165

Claim Number:

Policy Number:

Type of Loss: REMOVAL

Date Contacted: 7/22/2026 12:00 AM

Date of Loss: 7/22/2026 3:13 PM

Date Inspected: 7/23/2026 3:14 PM

Date Received: 7/22/2026 12:00 AM

Date Entered: 7/23/2026 3:08 PM

Price List: INFW8X_JUL26
Restoration/Service/Remodel
Estimate: 26-0416-SP_CITY_GSHN

This bid is for supervised demolition of asbestos cat 1 roofing material on building.

Peaked roof to be removed first and disposed as general waste

Licensed asbestos supervisor to oversee the removal of the asphalt roof down to the top layer of block and disposed of as general waste.

Remaining block and concrete can be hauled away to be recycled.

This bid does not include any air monitoring or final sampling as it is not required for clearance

**PROTECHS INC**

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Fax 260-471-3365
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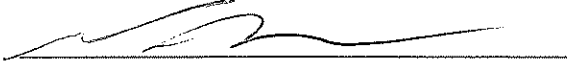
26-0416-SP_CITY_GSHN**26-0416-SP_CITY_GSHN**

DESCRIPTION	QTY
1. Hazardous Waste - Supervisory/Admin	2.00

Labor Minimums Applied

DESCRIPTION	QTY
2. Hazardous waste/mold rem. labor min	1.00 EA

Grand Total

\$2,324.41
Caleb Somerville
Project Manager



Qualifications

Protechs, inc has been a licensed Asbestos Contractor for over 9 years. On Staff we have 2 licensed Indiana Asbestos Inspectors, 6 licensed Indiana Asbestos Supervisors, and 3 Licensed Indiana Asbestos Works. Protechs, inc is also an Asbestos Contractor for Ohio as well as having 1 Ohio Asbestos licensed worker on staff.

Protechs, inc has completed many Large and Small residential and Commercial Asbestos Abatement and Encapsulation Projects over the years.

Here is a list of some of them:

- a. GSA IDIQ Ross Adair 2nd floor
- b. Ft. Wayne VA Remodel West Wing
- c. Marion VA 816 Reno 4th floor bldg. 138
- d. New Haven Middle School
- e. Goshen High School
- f. FW VA TSI Pipe wrap
- g. Most Precious Blood Catholic School
- h. North Adams Community School
- i. Weg
- j. FW VA Specialty Care Bldg
- k. Marion VA EHRM Infrastructure Upgrades

We have included a copy of our Asbestos Contractor License and can provide staff licenses as requested. We have also included our W-9 and COI.

We did receive and review Exhibits A & B as well as completed a site visit prior to putting together our bid. Our Project Manager also discussed the project on the phone with Dustin K. Sailor, P.E. as well as with an Environmental Hygienist we work closely with at ACM as well as the Asbestos Inspector from ACM listed on this project.

Indiana Department of Environmental Management
100 N. Senate Avenue, RM 13W
Mail Code 61-52 IGCN
Indianapolis, IN 46204-2251



November 14, 2025

000001

ProTechs Inc.
Antonio Trujillo
2777 Sherman Blvd
Fort Wayne IN 46808

Re: Asbestos Contractor License # 19A008799



As requested, enclosed is your contractor license. This license must be available for review at all times while you are implementing an asbestos project.

This license may be revoked, pursuant to 326 IAC 18-2.1-5, if you:

- (1) Violate any requirements of these rules (326 IAC 18), 326 IAC 14-10, or any requirement of the Asbestos-Containing Materials in Schools Rule or any other federal, state, or local regulation pertaining to asbestos in buildings or to asbestos projects.
- (2) Falsify information on your application for licensing.
- (3) Fail to meet any qualifications specified in 326 IAC 18-2.1-2.
- (4) Conduct asbestos project, or related asbestos handling activity, in a manner which is hazardous to the public health.

Your license is valid effective 11/13/2025, and will expire on 11/13/2026, as indicated on your card. We suggest that you attend the required training and submit an application for license renewal within 60 days of your expiration date to insure your license does not lapse. Applications will only be processed within 60 days prior to the expiration date.

Office of Air Quality, Asbestos Licensing Section (317) 233-3861



Indiana Dept. of Environmental Management

ProTechs Inc.
Antonio Trujillo
Asbestos Contractor License #: 19A008799

Effective: 11/13/2025	Expiration: 11/13/2026
Birth Date:	Gender:
Height:	Eye Color:
Weight:	Hair Color: