



Agenda for the Goshen Common Council

6:00 p.m., July 27, 2026 Regular Meeting

Council Chamber, Police Building, 111 East Jefferson Street, Goshen, IN

For a live stream of the meeting, go to: <https://us02web.zoom.us/j/81652777559>

Call to Order by Mayor Gina Leichty

Pledge of Allegiance led by Maite Perea Lopez (second grader at Bethany Christian Schools)

Roll Call:

Linda Gerber (At-Large) **Phil Lederach** (District 5)

Doug Nisley (District 2)

Megan Peel (District 4) **Donald Riegsecker** (District 1)

Matt Schrock (District 3)

Council President Brett Weddell (At-Large)

Youth Adviser Deudiel Arista Garcia (Non-voting)

Approval of Council Minutes: May 18, 2026 meeting

Approval of Meeting Agenda

1) Goshen Public Library presentation: Report on a survey underway to get input from the community as part of the library's Strategic Planning process for the next five years

2) Stormwater Management Department presentation: The City of Goshen's annual 2025 Stormwater Report and Water Quality Monitoring Results

3) Resolution 2026-08, Extension of Water and Sanitary Sewer Utilities Outside Goshen Corporate Limits and Waiver of the Water and Sanitary Sewer Connection Charges for the Elkhart County Fairgrounds

4) Public hearing on a proposed ordinance (ORD 5263) concerning the Goshen Downtown Economic Improvement District



5) Ordinance 5263, An Ordinance Concerning the Goshen Downtown Economic Improvement District

6) Ordinance 5266, Collection of Brush and Leaves

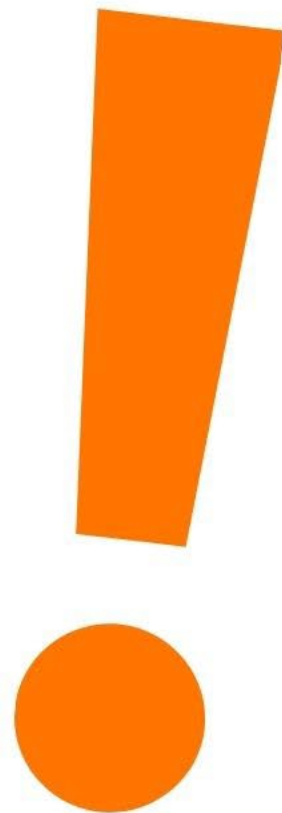
7) Ordinance 5267, Establishing an Environmental Fee

Privilege of the Floor

Elected Official Reports

Adjournment

YOUR LIBRARY
**YOUR
VOICE**



SU
BIBLIOTECA
SU VOZ

STRATEGIC PLANNING

- Public libraries in Indiana are required by the state library to have 5-year plan on file
- Our current plan expires this year, so we will file a new one by the end of the year

Process

Step 1: Review and evaluate previous long-range plan



Step 2: Create print & digital surveys, promotions, and communication plan



Step 3: Get community feedback through the survey



We are here!

Step 4: Synthesize survey data & apply to new goals

Step 5: Submit new long-range plan to the State Library

2021-2025 Plan



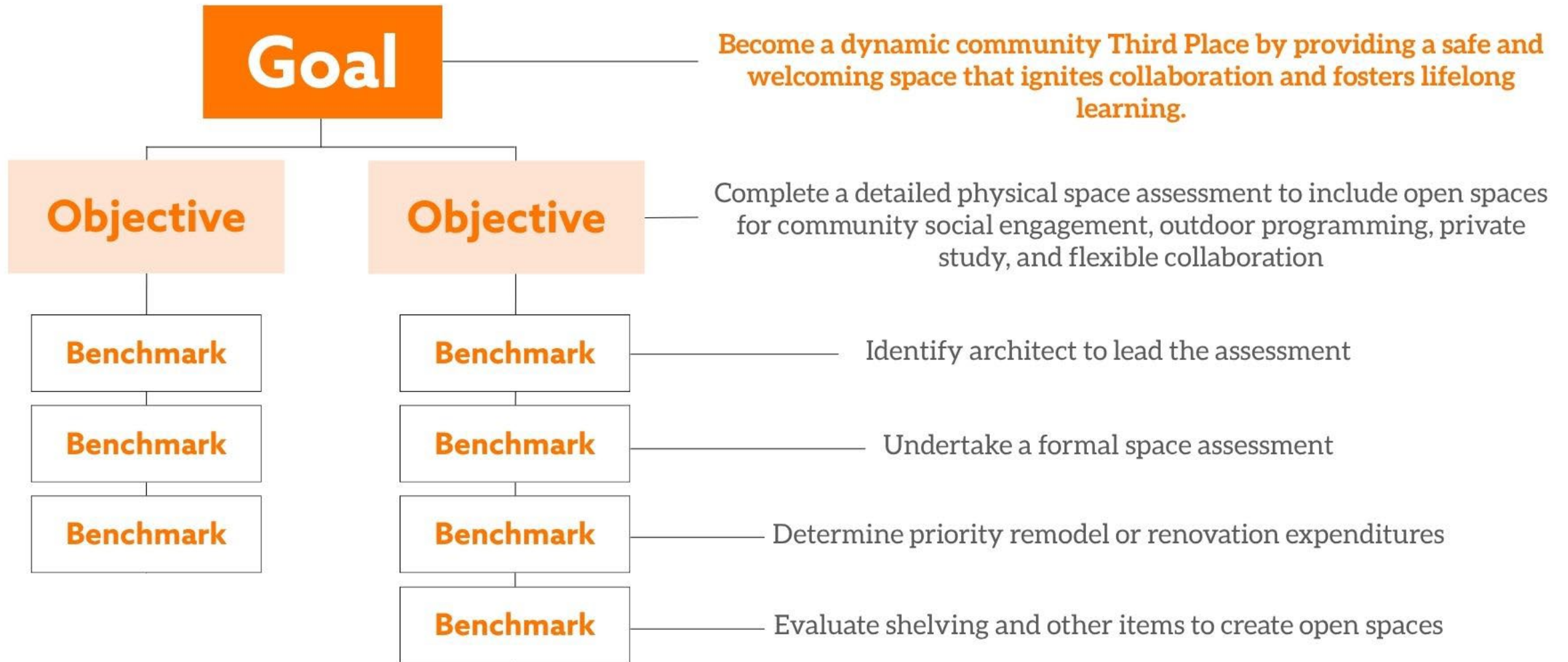
Mission Statement

We enrich lives, create connections, provide equitable accessibility, cultivate community partnerships, nurture reading, and champion education and lifelong learning.

Vision Statement

We kindle educational curiosities, spark connections in the community, and ignite a lifelong love of learning.

Structure



2021-2025 Plan Evaluation

Total Plan Achievement



Success Highlights

- Updated and standardized all steps of the hiring process
- Completed a full physical space assessment with an architectural firm and began our HVAC replacement project
- Reviewed and updated policies, including collection development, request for reconsideration, public meeting space, and safe child policies.
- Created position and hired a bilingual Outreach Specialist to better serve the Latino community
- Developed a comprehensive rebranding strategy, and released a new logo and brand identity in 2022

Surveying

Why do another survey?

This is the **public** part of **public libraries**!

A public library's collection and services should accurately reflect the needs and wants of its community.

Goals:

- More responses than the 2020 survey (215)
- Demographics match more closely to Elkhart Township census data
- Understand how both library users and non-users feel about public libraries in general, and GPL's services specifically
- Use community feedback to inform the goals in our 2026-2030 Long-Range Plan

Community Survey 2026



- Primary mode of surveying is digital
- Paper copies are available at the library for those who don't want to take the survey digitally
- Survey is available in English and Spanish, with large print options for paper copies
- Library staff & board members have reported connections they have to community organizations (clubs, businesses, churches, etc.), and have been assigned places to share the survey
- The Friends of the Library are supporting a prize raffle for survey respondents. We will draw 6 winners, for a \$30 gift card to a local business

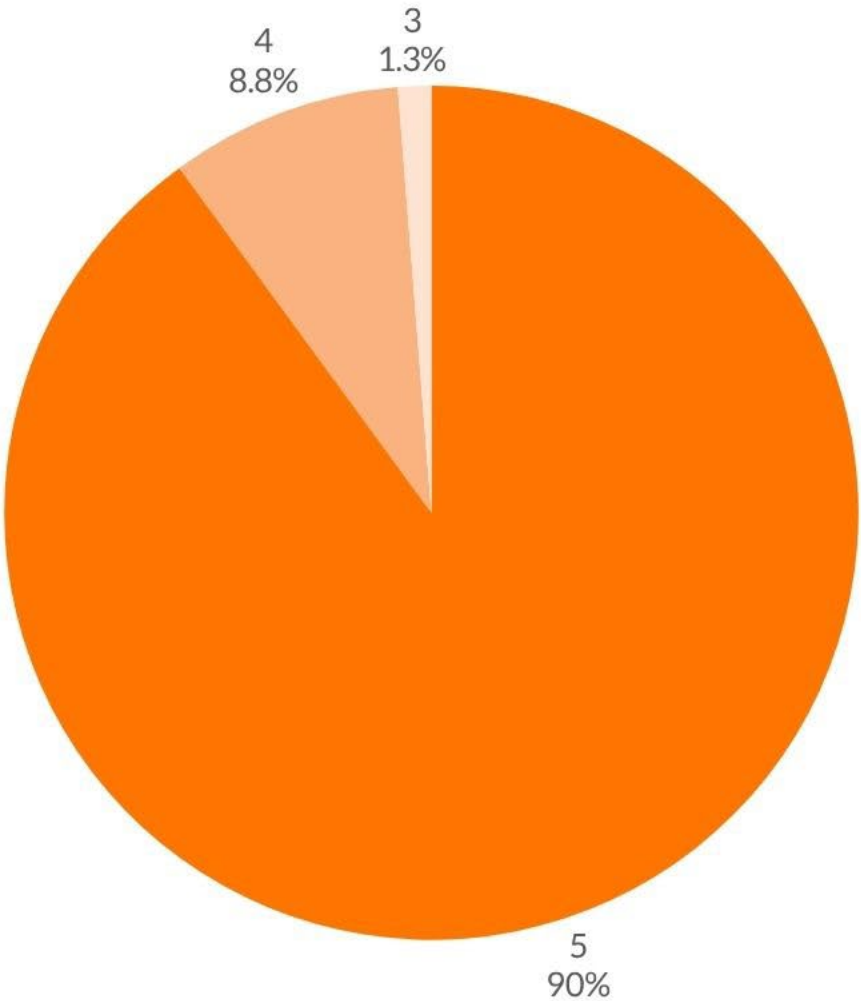
Data Sneak Peek...

As of 7/22 at 9:30 a.m.

How important do you think the public library is to your community?

5	645	89.96%
4	63	8.79%
3	9	1.28%
2	0	0
1	0	0

717 total responses



Please help us serve the Goshen community!

- 1 Take the survey yourself
- 2 Consider sharing it on social media
- 3 Be in touch if you need any resources



Questions?

Grace Thomas

*Development & Community
Engagement Manager*

gthomas@goshenpl.org

(574) 533-9531 x7020

Ann-Margaret Rice

Library Director

amrice@goshenpl.org

(574) 533-9531 x7014



City of Goshen

2025 Stormwater Report



Partnerships for Clean Water

In Goshen, the Stormwater Department has a unique perspective of the city. As part of a watershed that stretches from Hillsdale, MI, to Lake Michigan, winding through Indiana on its way, Goshen contributes to the St. Joseph River Watershed, which drains over 4,600 square miles of land. Our work stretches across political boundaries as we partner with other political entities, states, and non-profits. Across the United States, Stormwater, Environmental, Engineering, and many other municipal departments are working to improve water quality and preserve natural resources beneficial to humans and other organisms. In Goshen, our goals would not be met if it weren't for the diligence of our partners. The actions of communities upstream of Goshen directly impact our water quality, as our actions impact the water quality of communities downstream. The Greater Elkhart County Stormwater Partnership contains multiple municipal separate storm sewer system (MS4) permit holders: Elkhart County, the City of Goshen, the City of Elkhart, and the Town of Bristol. Year-to-year, we share resources to educate the public on water stewardship, complete inspection duties,

and even conduct water quality monitoring. This report highlights some of the collaborative efforts we have been a part of in 2025. This includes our Stormwater Partnership efforts, our work with the St. Joseph River Basin Commission, the Elkhart County Soil and Water Conservation District, the Elkhart River Restoration Association, the Clean river Healthy neighborhoods, and other City departments. The partnerships reflect the small- and large-scale watersheds we find ourselves a part of here in Goshen. The Elkhart River flows through the heart of Goshen, draining approximately 595 square miles of land, and flows onto Lake Michigan. The City of Goshen's watershed address includes the Elkhart River Watershed, the St. Joseph River Watershed, the Great Lakes Watershed, the North Atlantic Watershed, and ultimately, the interconnected watershed called planet Earth.

A huge thank you to all our partners for making 2025 a great year. Cheers!

Jason Kauffman,
Stormwater Coordinator

Ryan Miller
Stormwater Specialist



State of the Waterways



The Stormwater Department and the AmeriCorps employees performing a survey in Rock Run Creek.

good, fair, or poor condition and to detect illicit discharges that could harm our local waterways and the creatures that live and play there. The surveys are described as dry-weather screening because they are conducted 36 hours after a rain event, making it more likely that the flow observed is not stormwater-related. If flow is observed, a sample is collected and taken to the Wastewater Treatment Plant Lab to be tested for the presence of the bacteria E. coli. This year, the Stormwater Department will finish surveying outfalls along the Elkhart River and Rock Run Creek to meet the City's 100% survey requirement.

Elkhart River Restoration Association

In 2025, the Elkhart River Restoration Association (ERRA) and City of Goshen received confirmation that the Lower Elkhart River Watershed Management Plan had been approved by the Indiana Department of Environmental Management. This completed the process to update the Elkhart River Watershed management plans, which had begun in 2022. Find out more by scanning the QR code or visiting www.elkhartriver.org.



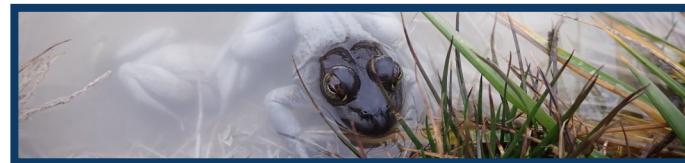
On May 8, 2025, the ERRA was thrilled to host the internationally known Banana Slug String Band for the fifth time. The Banana Slug String Band performed two concerts, first for 550 local 2nd graders, and then for the general public in the evening. The Slugs perform songs that are educational, funny, and deeply moving, and their audiences come away inspired and ready to learn more about the Earth. .



Outfall Surveys

In 2024, 2025, and 2026, the Stormwater Department, with help from AmeriCorps members serving with the City of Goshen, conducted outfall surveys of the pipes flowing into the waterways that flow through the city. The surveys are conducted in accordance with Goshen's Stormwater Permit, which requires 100% of publicly owned and maintained outfalls to be surveyed at least once during a five-year permit cycle. The current permit cycle runs from 2022 to the end of 2026.

More than 200 outfalls were surveyed along 10.25 miles of waterways within the Leedy Ditch, Horn Ditch, Lateral K Ditch, CR 36 Ditch, Rock Run Creek, the Elkhart River, and the Millrace Canal watersheds. The purpose of these surveys is to document whether the outfall pipes are in



Surface and Groundwater



Flooding Events and Groundwater

Understanding how water flows through and under the City of Goshen is an important part of water management. The Goshen Stormwater Department does this by monitoring local United States Geological Survey (USGS) gages for the Elkhart River and groundwater. In 2025, the Elkhart River reached its highest level on April 4th at 6.96 feet, which is just below "minor flood stage" and was the result of spring rains moving through the area. On October 11th, the Elkhart River reached its lowest level at 1.75 feet due to an extended period of dry weather.



Extensive flooding along Turkey Creek in April; south of town showing the CR42 bridge facing north.

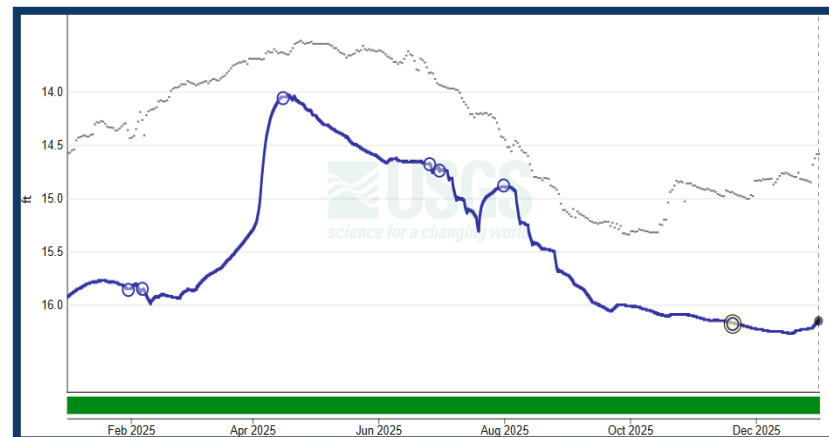
USGS Elkhart River Gage Water Heights for 2025



In 2025, City staff, with the help of Christopher B. Burke Engineering staff, completed a Flood Response Plan (FRP) with the intent to reduce the risk of loss of human life, injury, and damage to property during a flood event. The FRP is another key step in implementing Goshen's Flood Response Plan. For more information on flooding, visit Goshen's Flood Zone webpage at www.goshen.in.gov/living/flood-zone.

Groundwater levels can vary across the landscape based on many factors. The USGS data for Elkhart County comes from a groundwater well located on the south side of Goshen near the airport. The bottom left graph shows the correlation between rain events and groundwater recharge (the month of April) when compared to the river gage graph in the upper right corner. The solid blue line denotes groundwater level in feet below the land surface, while the light grey line represents the 2024 groundwater levels. The downward trend from July to August was caused by groundwater withdrawal for irrigation.

Depth to Water Level, Feet Below Ground Surface for 2025





Partnership Highlights

Pay Dirt Conference

Pay Dirt 2025 was a two-day forum that brought together professionals from diverse trades in the agricultural and stormwater industries—with the focus of “where cultivation and construction meet.” This year’s event featured concurrent sessions with both local and nationally recognized industry folks who are spearheading innovations for the next fifty years to enhance water quality of life in Elkhart County and beyond. The event was well attended and participants left with a better understanding of why “water quality of life” is the mantra adopted by stormwater professionals here in Elkhart County.

For more information on the origin of the Pay Dirt event visit the Elkhart County Soil and Water Conservation District’s webpage: www.elkcoswcd.org/.



Participants at the 2025 Pay Dirt Conference listening to a speaker.



Clean Rivers Healthy Neighborhoods Program

Since 2020, the Goshen Stormwater Department has partnered with the City of Elkhart Aquatic Biology Program to provide outreach activities for Goshen Residents and local students. The Clean rivers Healthy neighborhoods program is a joint effort that aims to use wild fish from the Elkhart River as a tool to engage residents on the importance of the river, while educating on issues, including stormwater pollution, that influence the river’s health.

Daragh Deegan of the Elkhart Aquatic Biology Program speaks to a Goshen High School class during a field trip to Shanklin in May of last year.



This program, which began in 1998 as a partnership between the City of Elkhart and the City of South Bend, has yielded a substantial amount of data on the health of the local rivers and streams. The City of Goshen’s ongoing support of the City of Elkhart’s Aquatic Biology Program supports this clean rivers, healthy neighborhoods initiative. More information can be found at: www.cityofelkhartin.gov/departments/public-works-and-utilities/aquatic-biology/.



The Elkhart Aquatic Biology program truck, showing different species of fish that reside in the waterways.

Wellington Ditch Cleaning

Wellington Ditch Tree and Debris Removal

Wellington Ditch is a small drainage ditch that runs for nearly a quarter mile through the heart of town. It runs parallel to the Millrace Canal Path, flowing north along the west side of the Millrace Canal and discharging into the Elkhart River south of the Reith Interpretative Center. The ditch is highlighted in red on the map on the right.

In 2025, the Stormwater Department hired Davey Resource Group to remove the downed trees and debris that had accumulated in this ditch over the years. The purpose of removing these materials was to ensure the ditch continued to function properly and to prevent erosion from occurring along the toe of the Canal Bank during rain events.



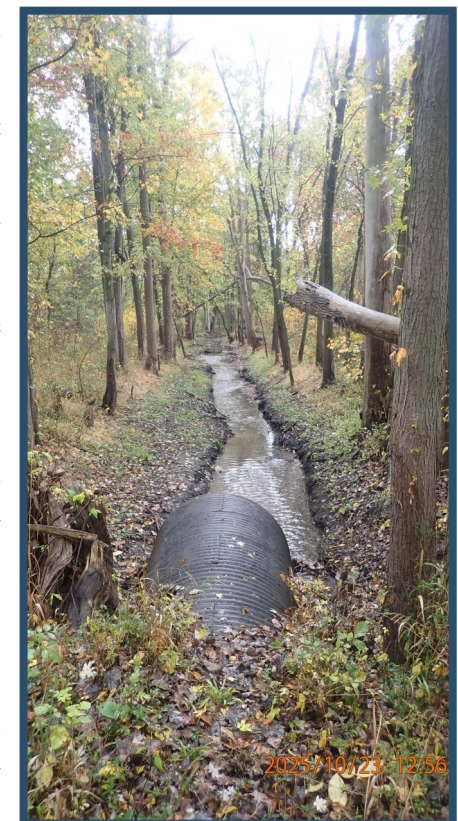
Wellington Ditch highlighted in red.

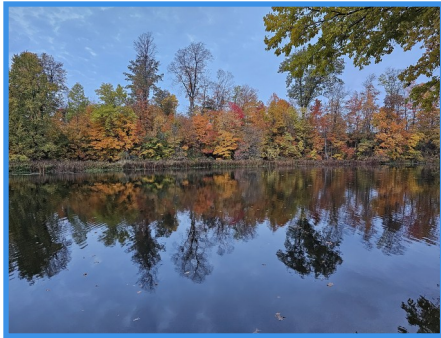
Wellington Ditch Before Cleaning



The Davey Resource Group performed this work during March and April last year to avoid impacts to the nesting habits of birds and bats throughout the area. Once the migration season begins, no work can be done to potential nesting sites for these creatures. The Davey Resource Group removed and disposed of a total of 14 full-size dump trailers of debris and cut-up trees from the ditch, which is equivalent to 2,016 cubic yards. The collected debris was taken to the Goshen Environmental Center off of County Road 19 for processing and mulching. The Davey Resource Group’s work resulted in a lower static water level in the ditch, and stormwater runoff now flows unobstructed to the Elkhart River. The Goshen Stormwater Department will continue to monitor the ditch for downed trees to ensure they are removed in a timely manner.

Wellington Ditch After Cleaning





2025 Stormwater Program By the Numbers





Coming in 2026!

A Year in Stormwater

February 2—World Wetlands Day
February 25-26—Pay Dirt at the Fair Grounds
March 2-8—Groundwater Awareness Week
March 22—World Water Day
April 22—Earth Day
May 1—Americas Wetland Month
May 5—Great Lakes Awareness Day
May 12—Annual MS4 Partnership Meeting
June 5—World Environment Day
August—National Water Quality Month
August 24-28—World Water Week Water for Climate Action
September 18—World Water Monitoring Day
September 21-25—Stormwater Awareness Week
September 28—World Rivers Day
November 16—National Stormwater Day
December 5—World Soil Day
December 16—Safe Drinking Water Act Anniversary



Goshen First Fridays & Green Day

On Friday, May 1st, the Goshen Stormwater Department will participate in the Goshen First Fridays' Green Day Celebration. This celebration is everything environmental. There will be tree climbing on the lawn; the City of Elkhart will have live fish from the Elkhart River to see and touch; trees will be available to take home; and live music from local bands will be showcased.



Daragh Deegan showing fish caught in the Elkhart River at First Friday in 2024.

On Friday, July 24th, the Stormwater and Environmental Resilience Departments will be at the Elkhart County 4-H Fair's Green Day Event. Held at the Fairgrounds' Heritage Park, groups and businesses will have the opportunity to share ways the community can become more environmentally responsible and sustainable.

We hope to see you there and at other events around the City in 2026!

Thank you to those we collaborated with in 2025!



Director of Public Works:

Dustin Sailor 534-2201

Stormwater Coordinator:

Jason Kauffman 537-3832

Stormwater Specialist

Ryan Miller 533-8733

Engineering and Stormwater Departments
204 E. Jefferson Street
Goshen, Indiana 46528



COUNCIL RESOLUTION 2026-08

Extension of Water and Sanitary Sewer Utilities Outside Goshen Corporate Limits and Waiver of the Water and Sanitary Sewer Connection Charges for the Elkhart County Fairgrounds

WHEREAS Elkhart County 4-H and Agricultural Exposition, Inc. (“4-H”) is the owner of the real estate commonly known as the Elkhart County Fairgrounds, located on the south side of County Road 34 (Monroe Street) and east of the railroad, a portion of which is outside the Goshen corporate limits.

WHEREAS 4-H is undertaking an expansion of the Fairgrounds (the “Project”), the improvements for which include additional recreational vehicle service areas, a new swine barn and event center, an emergency services building, and the connection of 4-H’s maintenance facility to the City’s water and sanitary sewer systems.

WHEREAS in order to serve the Project, it is necessary for the City’s public water and sanitary sewer mains to be extended east along County Road 34 (Monroe Street) and into the Fairgrounds.

WHEREAS Indiana Code § 8-1.5-2-3 requires the Goshen Common Council to consent to the furnishing of City utility service outside of the Goshen corporate limits.

WHEREAS in accordance with Goshen City Code Section 5.2.1.1(b) and Section 5.3.3.1(b), a building located outside the Goshen corporate limits may not connect to the City’s water or sanitary sewer system unless the owner of the affected real estate executes an agreement with the City and the agreement is approved by the Goshen Common Council.

WHEREAS Goshen City Code Section 5.2.1.1(c) and Section 5.3.3.5(a) requires payment of a connection charge for each connection to the City’s water or sanitary sewer system, including a connection to a public main or to a privately-owned line, unless the connection charge is waived in whole or in part by the Goshen Common Council.

WHEREAS 4-H requests the waiver of the water and sanitary sewer connection charges for the connection of the Project facilities to the City’s water and sanitary sewer systems.

WHEREAS 4-H is granting to the City a fifty-foot (50') wide sanitary and water utility easement along the south side of County Road 34 (Monroe Street) for the City’s public mains.

WHEREAS the City and 4-H have negotiated an Agreement for the Extension of Water and Sanitary Sewer Service concerning the extension of the City’s public water and

sanitary sewer mains, the provision of City water and sanitary sewer services to the Project, and related matters, a copy of which is attached to and made a part of this resolution.

NOW THEREFORE, BE IT RESOLVED by the Goshen Common Council that:

- (1) The Goshen Common Council consents, pursuant to Indiana Code § 8-1.5-2-3, to the extension of the City's public water and sanitary sewer mains, and the furnishing of City water and sanitary sewer service, outside the Goshen corporate limits to serve the Project at the Elkhart County Fairgrounds, as provided in the Agreement.
- (2) The Goshen Common Council approves the terms and conditions of the Agreement between the City and 4-H, a copy of which is attached to and made a part of this resolution, and authorizes and ratifies the execution of the Agreement by the Goshen Board of Public Works and Safety.
- (3) The Goshen Common Council approves the connection of the Project facilities to the City's water and sanitary sewer systems and waives the standard water and sanitary sewer connection charges for the Project facilities.

PASSED BY THE COMMON COUNCIL on the 27th day of July, 2026.

Gina M. Leichty, Mayor

ATTEST: _____
Richard R. Aguirre, Clerk-Treasurer

Presented to the Mayor of the City of Goshen, Indiana on July 27, 2026.

Richard R. Aguirre, Clerk-Treasurer

This resolution approved and signed on July 27, 2026.

Gina M. Leichty, Mayor

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 dates 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 (“4-H”).

RECITALS

WHEREAS, 4-H 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, 4-H and City have maintained a longstanding partnership under which City has permitted public water and sanitary sewer services to be extended beyond the corporate boundaries of the City to serve 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 4-H 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, 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 4-H; and

WHEREAS, 4-H 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 hook-up sites and 4-H’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 a new swine barn and event center north of the track; and; and

WHEREAS, in order to serve the Project, 4-H desires to extend 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 City for ownership and maintenance; and

WHEREAS, 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 [_____, 2026], 4-H approved 4-H’s grant to City of a fifty-foot (50’) wide sanitary and water 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 A to this Agreement; and

WHEREAS, City is willing to approve the extension of its public water and sanitary sewer service to the Project, and to accept the dedication of the resulting public mains and appurtenant facilities within the 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 4-H 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 City and 4-H 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 upon the Fairgrounds. The sanitary and water utility easement to be granted by 4-H to City under this Agreement is more particularly described and depicted in Exhibit A. The Approved Service Area within which City approves the extension of utility service under this Agreement is described in Section 4 and depicted in Exhibit B.

4. Approved Service Area; Scope of Approved Extension

4.1 City approves the extension of its public water and sanitary sewer mains and appurtenant facilities located within the dedicated utility easement described in Exhibit A (the “Public Mains”), private water and sanitary mains and appurtenant facilities extending into the Project (the “Private Mains”), and the connection of the Project facilities, only within the area as depicted as the “**Approved Service Area**” on Exhibit B (the “Approved Service Area”). The facilities City approves for connection within the Approved Service Area are the swine barn and event center, the emergency services building, the maintenance facility, and the recreational vehicle service areas, each identified by address on Exhibit C (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 and identified on Exhibit C.

4.2 Extension of City 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 utility service beyond the Approved Service Area, and City expressly reserves the right to decline any future request for service outside the Approved Service Area.

5. Conditions Precedent

The obligations of City under this Agreement, and 4-H’s right to extend City’s Public Mains within the dedicated utility easement and to extend the Private Mains into the Approved Service Area and to connect the Project 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 sanitary and water utility easement described in Exhibit A, and the grant of any additional easements required under Section 7; and
- 5.4 4-H's receipt of all permits and approvals required for the construction of the extensions.

6. Design, Permitting, and Construction at 4-H's Expense

- 6.1 4-H 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 water and sanitary sewer main extensions and all appurtenant facilities necessary to serve the Project within the Approved Service Area.
- 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 water and sanitary sewer main extensions must be in accordance with detailed plans and specifications approved by the Goshen Engineering Department in advance of construction.
- 6.3 4-H 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 4-H will grant and convey to City, by an instrument of easement in a form approved by City, the fifty-foot (50') wide sanitary and water utility easement described and depicted in Exhibit A, for the purposes of installing, operating, maintaining, repairing, and replacing City's Public Mains. The easement instrument 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 the easement described in Exhibit A, 4-H will grant and convey to City such additional public utility easements as are necessary to construct, operate, and maintain those facilities, to the extent 4-H owns the real estate from which such easements need to be granted. All such easements must be granted in a form approved by City and at no cost to 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, City for ownership and maintenance. From and after the date of acceptance, City will assume the cost of maintenance of the accepted Public Mains. The Private Mains constructed as part of the Project will not be dedicated to or accepted by City, and will remain the sole responsibility of 4-H as provided in Section 9.
- 8.2 4-H 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 4-H's continuing responsibility for the Private Mains.
- 8.3 During construction and before acceptance, City may inspect and test the Public Mains to confirm conformance with the approved plans and specifications and applicable City standards. City's acceptance of the Public Mains under Section 8.1 is subject to the satisfactory completion of that inspection.
- 8.4 City, through the Director of Public Works or a designee, may enter upon the Fairgrounds and inspect, test, monitor, and sample all Private Mains serving the Project at any reasonable time, 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. 4-H will provide City with reasonable access for these purposes.
- 8.5 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 City to maintain, repair, or replace the Private Mains; or relieve 4-H of its responsibility for the design, construction, operation, maintenance, repair, and replacement of the Private Mains, all of which remain the sole responsibility of 4-H.

9. Ownership of Facilities: Private Service Lines

- 9.1 Upon acceptance by City, the Public Mains constructed under this Agreement will become a part of City's public water and sanitary sewer systems.
- 9.2 The Private Utility Facilities include the Private Mains that 4-H extends from the Public Mains southward into the Approved Service Area to serve the Project facilities., as well as the building water lines, building sewer lines, and other service lines that connect each Project facility to a Private Main or, where applicable, to a Public Main (the "Private Service Lines"). 4-H will construction 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 4-H for design, construction, operation, maintenance, repair, and replacement.

City's ownership and maintenance responsibility extends only to the Public Mains and 4-H'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 constructed and dedicated by 4-H's under this Agreement, that person or entity must pay to 4-H a fair pro rata share of 4-H's cost of construction of the Public Mains. The fair pro rata share will be determined by (i) dividing 4-H's cost to construct the Public Mains by the number of acres of 4-H'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 4-H is not entitled to reimbursement under Section 9.5 in excess of 4-H's actual cost of construction of the Public Mains.
- 9.7 4-H 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 4-H and City will cooperate to identify and approve appropriate water service and metering locations for the Served Facilities within the Approved Service Area. 4-H must pay 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 Project facilities within the Approved Service Area, 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, 4-H 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 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, 4-H will cooperate with City in implementing reasonable corrective actions, which may include flushing, additional sampling, or the installation of a chlorine booster facility.

- 12.2 4-H 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 4-H is not required to install the sanitary sewer main deeper than twenty (20) feet from finished grade to pipe invert.
- 12.3 4-H may elect not to install a public water main within the dedicated utility easement extending to Gate 5 if the omission would diminish water-quality concerns associated with a dead-end main.
- 12.4 If 4-H extends the public water system east of the projected alignment of Gate 5, the extension will be undertaken at 4-H's sole risk, and 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, 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 areas 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, 4-H 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 City of each shutdown and reactivation. 4-H will follow and enforce the approved procedure at all times the segment remains connected to City's system. This obligation is a continuing condition of City service and survives the expiration or termination of this Agreement for so long as the segment remains connected to City's water or sanitary sewer system.
- 12.6 4-H's obligation under this Section, including the water-quality requirements and the seasonal shutdown standard operating procedure, are continuing conditions of City's furnishing of water and sanitary sewer service to the affected segment. If 4-H 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 City, 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, City may discontinue service to the affected segment immediately upon notice to 4-H, without regard to the cure period in Section 18.

13. Waiver of Remonstrance; Annexation

- 13.1 4-H, 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 Fairgrounds, in consideration of the right to connect to 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 connect to City's water or sanitary sewer system: (i) 4-H's ownership, operation, maintenance, repair, and replacement of the Private Utility Facilities under Section 9; (ii) City's right to inspect, test, monitor, and sample the Private Utility Facilities under Section 8; (iii) 4-H's compliance with the cross-connection, backflow prevention, pretreatment, and general use requirements under Sections 9 and 16; and (iv) 4-H's development, maintenance, and enforcement of the standard operating procedure for seasonal shutdown and return to service, and City's related enforcement and service-discontinuance rights, under Section 12. The easement described in Exhibit A, and the Common Council's consent to the furnishing of 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 4-H 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 Project facilities and the water and sanitary sewer main extensions.

17. Insurance and Indemnification

- 17.1 4-H will require its contractors to maintain, during the construction of the water and sanitary sewer main extensions, commercial general liability, automobile, and workers' compensation insurance in amounts and on terms reasonably acceptable to City, and will cause City to be named as an additional insured on the commercial general liability coverage. 4-H will provide City with certificates of insurance evidencing such coverage before the commencement of construction.

- 17.2 To the fullest extent permitted by law, 4-H will indemnify, defend, and hold harmless City and its officers, officials, employees, and agents from and against any and all claims, damages, losses, and expenses, including reasonable attorney's fees, arising out of or resulting from the design, permitting, or construction of the water and sanitary sewer main extensions by 4-H or its contractors, except to the extent caused by the negligence or willful misconduct of City.

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. Leichy
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
donsluler@goshencity.com

4-H: _____

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. Liechty, 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. Leichthy, 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

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.



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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"

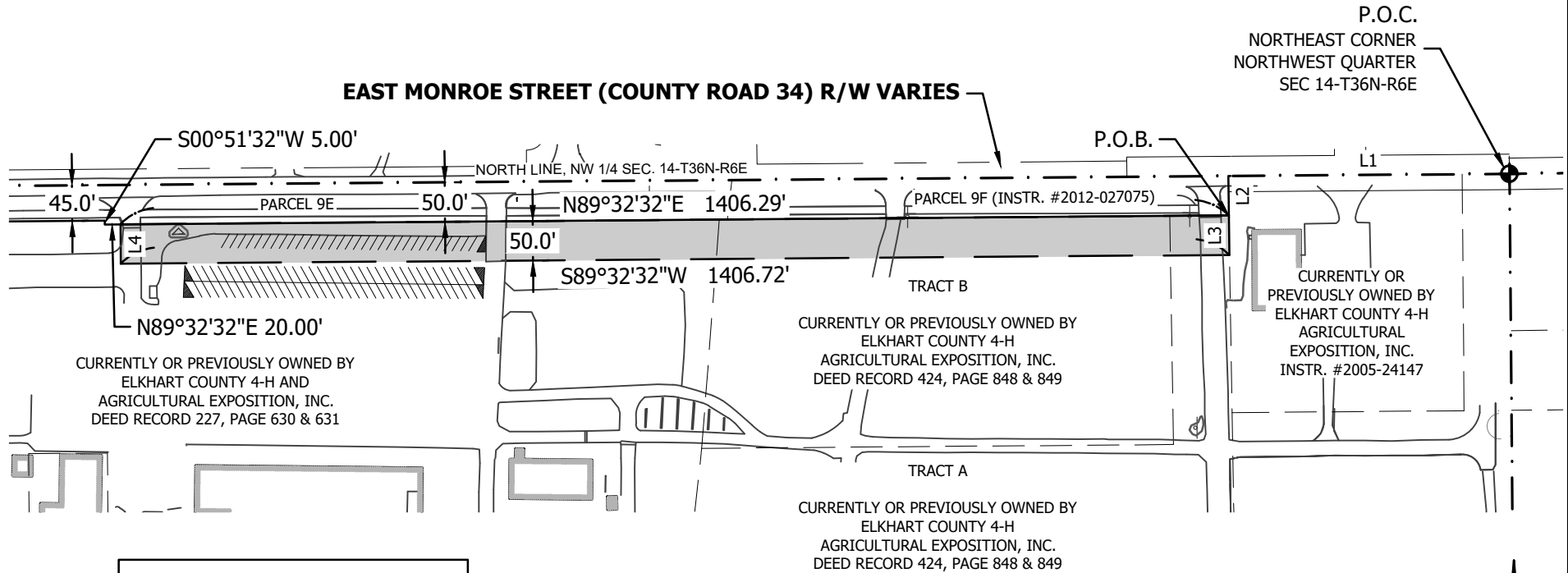
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PM: BEM
QA/QC: CLB
DATE: 06.02.2026
PROJ. NO: **26-0483**
SHEET: **1 OF 2**

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

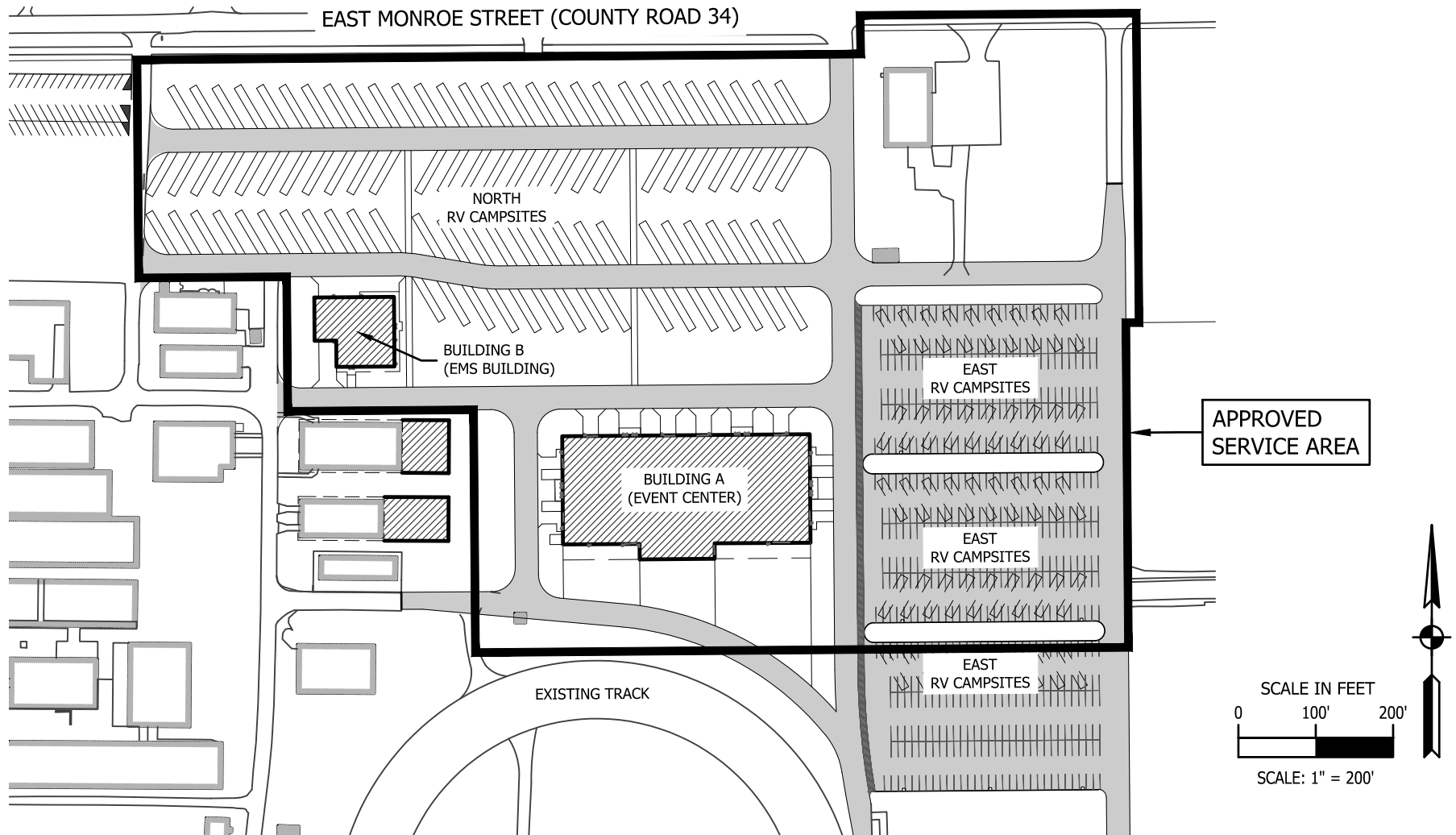
PROJ. NO: 26-0483

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: 07.15.2026
PROJ. NO: **26-0483**
SHEET: **1 OF 1**

EXHIBIT C

List of New Buildings and RV Campsites

EXHIBIT C

LIST OF NEW BUILDINGS AND RV CAMPSITES

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 NEW BUILDINGS AND RV CAMPSITES

SCALE:

PM: BEM

QA/QC:

DATE: 07.17.2026

PROJ. NO: **26-0483**

SHEET: **1 OF 1**



CITY OF GOSHEN LEGAL DEPARTMENT

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

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

July 27, 2026

To: Goshen Common Council

From: Shannon Marks, Legal Compliance Administrator

Subject: Ordinance 5263 concerning the Goshen Downtown Economic Improvement District

The Board of the Goshen Downtown Economic Improvement District (EID) has recommended that the Common Council extend the EID's annual economic improvement assessment for an additional ten (10) years, through December 31, 2036. The Board has also recommended eliminating the assessment exemptions for the residential properties located at 318 South Main Street and 320 South Main Street so that all residential properties within the EID are assessed on the same basis.

Pursuant to Indiana Code § 36-7-22-9(a), the Common Council must amend Ordinance 3760 to implement these recommendations. Before acting on the proposed Ordinance 5263, the Common Council is required to conduct a public hearing. Notice of the public hearing, a copy of which is attached, was published in the Goshen News and mailed to each owner of real estate within the EID.

Following the public hearing, the Common Council will consider Ordinance 5263. The proposed ordinance amends Ordinance 3760, which established the Goshen Downtown Economic Improvement District in 1997 and has been amended periodically since its adoption. Ordinance 5263 extends the annual economic improvement assessment through December 31, 2036, and removes the assessment exemption for the residential properties at 318 South Main Street and 320 South Main Street. All other provisions governing the EID remain substantially unchanged, thereby continuing the framework for the Board of the Goshen Downtown Economic Improvement District to provide capital improvements, maintenance projects and business enhancing projects within the EID.

**Notice of Public Hearing
on Proposed Ordinance Concerning the
Goshen Downtown Economic Improvement District**

The Goshen Common Council will conduct a public hearing on a proposed ordinance concerning the Goshen Downtown Economic Improvement District. The public hearing will be held during the Common Council's regular meeting on July 27, 2026, at 6:00 p.m. in the City Court Room/Council Chambers located at the Goshen Police & Court Building, 111 East Jefferson Street, Goshen.

All owners of real estate within the Goshen Downtown Economic Improvement District, as well as other interested persons, are invited to attend and will be given the opportunity to be heard on the proposed ordinance to further amend Ordinance 3760, which established the Goshen Downtown Economic Improvement District. The proposed ordinance will: (1) extend the term during which the annual economic improvement assessment is levied through December 31, 2036; and (2) remove the current exemption from the economic improvement assessment the residential real estate at 318 South Main Street and 320 South Main Street, effective January 1, 2027.

ORDINANCE 5263

AN ORDINANCE CONCERNING THE GOSHEN DOWNTOWN ECONOMIC IMPROVEMENT DISTRICT

WHEREAS, an economic improvement district for the Main Street business district, now known as the Goshen Downtown Economic Improvement District, was established by the Goshen Common Council in 1997 by Ordinance 3760.

WHEREAS, Ordinance 3760 has been amended over the years by Ordinances 4051, 4062, 4121, 4637, 4774, 4853, and 4962.

WHEREAS, the term during which the economic improvement assessment is levied within the Goshen Downtown Economic Improvement District is scheduled to end December 31, 2026.

WHEREAS, the Board of the Goshen Downtown Economic Improvement District recommends to the Common Council the further extension of the term in which the economic improvement assessment will be levied for ten (10) years, and recommends treating all residential real estate within the district the same by removing the current exemption from the economic improvement assessment the residential real estate at 318 South Main Street and 320 South Main Street, thereby requiring the amendment of Ordinance 3760 in accordance with Indiana Code § 36-7-22-9.

WHEREAS, a notice of public hearing was published in the Goshen News and mailed to each owner of real estate within the Goshen Downtown Economic Improvement District, and the Goshen Common Council held a public hearing on concerning the extension of the term in which the economic improvement assessment will be levied, and the removal of the exemption from the economic improvement assessment the residential real estate at 318 South Main Street and 320 South Main Street.

NOW, THEREFORE, BE IT ORDAINED by the Goshen Common Council that Ordinance 3760, as amended from time to time, shall be further amended to read as follows:

Section 1. District Boundaries

The economic improvement district known as the Goshen Downtown Economic Improvement District established by Ordinance 3760 is continued, and the boundaries are as follows, and as shown on the map attached to this ordinance as Exhibit A:

- A. On the North: The south side of Pike Street between the north-south alleys between Main Street and Fifth Street on the east, and between Main Street and Third Street on the west.
- B. On the East: The north-south alley located between Main Street and Fifth Street from Pike Street to Madison Street except for Lincoln Avenue where it extends to Fifth Street.
- C. On the West: The north-south alley located between Main Street and Third Street from Pike Street to the southern property line between Chase Bank (Bank One) and St. John's Evangelist Catholic Church.

- D. On the South: The property line between Chase Bank (Bank One) and St. John's Evangelist Catholic Church on the west side of Main Street to the north-south alley between Main Street and Third Street; and on the east side of Main Street along the north side of Madison Street to the north-south alley between Main Street and Fifth Street on the east side of Main Street.

Section 2. Exclusions

Beginning January 1, 2027, only real estate owned by a federal, state or local government entity within the district shall be exempt from the economic improvement assessment.

Section 3. Purpose

The district is established for the purpose of coordinating the efforts of the real estate owners within the district to provide capital improvements, maintenance projects and business enhancing projects within the economic improvement district, specifically including parking improvements and enhancements; electrical conduit along curbing for lighting, decorations and special event electrical needs; snow removal; purchase and erection of holiday decorations; conducting festivals, special events and tourism; repair and replacement of lighting along tops of buildings; business retention and recruitment; installation of directional or informational signs; planning, engineering and construction of streetscaping; and weed control.

Section 4. Assessment; Term

- A. The annual assessment of each parcel of real estate within the district will be an amount equal to \$0.003 per assessed dollar value of the parcel of real estate.
- B. The annual economic improvement assessment for each parcel of real estate shall be based on the previous year's assessed valuation.
- C. The economic improvement assessment shall be levied annually through December 31, 2036.

Section 5. Economic Improvement Board

- A. The Economic Improvement Board established by Ordinance 3760 is continued. The Board shall consist of five (5) members. Each member is appointed by the Goshen Common Council for a two (2) year term. All members of the Board shall be owners of real estate within the district at the time of their appointment or directly involved in a business operating within the district.
- B. Should, at any time, less than a majority of the members of the Economic Improvement Board own real estate within the economic improvement district, members of the Board not owning real estate within the district shall be required to tender their resignation beginning with the Board member whose term is closest to completion. Resigning Board members shall continue to serve until the Board member's replacement has been officially appointed.

C. The Board's duties include the following:

1. To establish priorities among the projects for which the assessment funds are being accumulated.
2. To provide the administration necessary to see the enumerated projects are carried out in a fashion that will fairly benefit the owners of real estate within the economic improvement district.
3. To annually determine the percentage of benefit to be received by each parcel of real estate within the economic improvement district using the formula established by this ordinance.
4. To determine the special assessment for each parcel of real estate by applying the percentage of benefit determined for each parcel to the property's current assessment.
5. To promptly mail notice to each owner of property of their assessment. This notice shall include the amount of the proposed assessment; that the purpose of the assessment for each parcel of real estate in the economic improvement district is on file and can be seen in the Board's office; the time and place where written remonstrances against the assessment may be filed; the time and place where the Board will hear any owner of assessed real estate who has filed a remonstrance; and that the Board, after hearing evidence, may increase or decrease, or leave unchanged, the assessment on any parcel.
6. To annually certify to the Elkhart County Auditor the schedule of assessment benefits.
7. To continue the economic improvement fund established by Ordinance 3760 and deposit in that fund all assessments received from the Elkhart County Treasurer and any other funds that are received by the Economic Improvement Board from whatever source.
8. To prepare and submit to the Goshen Common Council before November 1 of each year a budget for the following calendar year governing the Board's projected expenditures from the economic improvement fund.
9. To comply with Indiana Code § 5-22 when purchasing materials or equipment.
10. To comply with Indiana Code § 36-1-12 when contracting for public works.
11. To submit an annual report to the Goshen Common Council before February 15 of each year.
12. To submit to the Goshen Common Council the names of persons to fill a seat for a new term on the Economic Improvement Board or to fill a seat for an unexpired term of more than ninety (90) days on the Economic Improvement Board. The Board shall first poll all real estate owners within the district before submitting the names of persons to fill a seat for a new term to the Council.

D. The Economic Improvement Board will continue to operate until such time as funds are no longer available to carry out the projects enumerated in this ordinance, or the ordinance is repealed in accordance with Indiana Code § 36-7-22-9.

Section 6. Economic Improvement Fund

- A. The economic improvement fund may be used for specific projects approved by the Economic Improvement Board. Projects approved by the Board must meet the purposes set forth in Section 3 of this ordinance and Indiana Code § 36-7-22-3.
- B. The economic improvement fund may be used to pay wages to permit the employment of one or more individuals to carry out Board approved projects.
- C. The economic improvement fund may not be used for ongoing rents, utilities and administrative costs of the Board or any other entity.

Section 7. Amendment

Ordinance 3760 establishing the Goshen Downton Economic Improvement District is subject to amendment as provided by Indiana Code § 36-7-22-9.

Section 8. Savings Clause

The economic improvement district established by Ordinance 3760 and all prior assessments shall continue without change unless expressly modified by the terms of this ordinance.

PASSED by the Goshen Common Council on _____, 2026.

Gina M. Leichty, Presiding Officer

ATTEST:

Richard R. Aguirre, Clerk-Treasurer

PRESENTED to the Mayor of the City of Goshen on _____, 2026, at the
hour of ____:____ __.m.

Richard R. Aguirre, Clerk-Treasurer

APPROVED and ADOPTED on _____, 2026.

Gina M. Leichty, Mayor

EXHIBIT A

Goshen Downtown Economic Improvement District





CITY OF GOSHEN LEGAL DEPARTMENT

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

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

July 27, 2026

To: Goshen Common Council

From: Shannon Marks, Legal Compliance Administrator

Subject: Ordinance 5266, Collection of Brush and Leaves

Ordinance 5266 updates the City of Goshen's regulations governing the placement, collection, and disposal of brush and leaves. While the ordinance does not substantially change the operation of the City's program for the collection of brush and leaves, it clarifies collection schedules, establishes more specific placement requirements, and strengthens protections for access to streets, sidewalks and drainage systems by helping ensure they remain free from obstructions.

In addition to reorganizing the ordinance and improving its clarity and readability, the ordinance includes one minor operational change requested by Street Commissioner David Gibbs. Specifically, it eliminates the scheduled collection of leaves that previously began on the first Monday in October. Under the revised ordinance, the scheduled collection of leaves will begin on the first Monday of November and the first Monday of December. The Head of the Street Department will continue to have the authority to designate and announce additional periods for the collection of brush and leaves as necessary to address weather conditions, seasonal needs, or other operational considerations.

ORDINANCE 5266

COLLECTION OF BRUSH AND LEAVES

WHEREAS, this Ordinance is intended to promote the public health, safety and welfare by establishing updated regulations governing the placement, collection, removal and disposal of Brush and Leaves within the City of Goshen;

WHEREAS, such regulations are necessary to prevent obstructions of public rights-of-way and stormwater drainage facilities, reduce hazards to motorists and pedestrians, preserve neighborhood appearance, and promote the efficient operation of the City's residential Brush and Leaves collection program.

NOW THEREFORE, BE IT ORDAINED by the Common Council of the City of Goshen, Indiana:

SECTION 1. Residential Brush and Leaves Collection and Disposal

(A) The City shall provide for the collection, transportation, and disposal of Brush and Leaves generated on Residential Property in accordance with the provisions of this Ordinance.

(B) The owner or occupant of real property not classified as Residential Property shall be responsible for the lawful collection, removal, and disposal of all Brush, Leaves, and other landscaping waste generated from such property.

SECTION 2. Residential Collection of Brush; Placement; Large Volumes

(A) Collection Schedule.

(1) The City shall begin the collection of Brush on the last Monday of May, June, July, August, and September. Collection shall continue until one complete pass through the city has been made for each designated collection period.

(2) The City may collect Brush at other times as designated and announced by the Head of the Street Department. Any scheduled or announced collection of Brush shall be subject to change by the Head of the Street Department as necessitated by special circumstances, including but not limited to holidays, special events, weather, or equipment breakdown.

(B) Placement Requirements. Brush placed for City collection shall comply with the following requirements:

(1) Brush must be placed in neat piles adjacent to a street.

(2) Brush shall not be placed upon a street or alley, upon or across a sidewalk, within or obstructing a stormwater drainage facility, or in any manner that obstructs pedestrian, vehicular, or drainage access.

(3) Piles of Brush must be placed in a location clear of trees, utility poles, guy-wires, hydrants, mailboxes, parked vehicles, and other obstacles.

(4) Piles of Brush may not be larger than ten feet (10') in length, five feet (5') in width, and five feet (5') in height.

(5) Piles of Brush may not contain Leaves, grass clippings, root balls, vines, firewood, fencing material, lumber, landscape timbers, or similar items.

(6) Brush may not contain trunks, branches, limbs, or sticks larger than six inches (6") in diameter.

(7) To be collected, Brush must be placed for collection and disposal by the City no later than 7:00 a.m. on the Monday of a week designated for collection.

(8) Brush shall not be piled adjacent to a street during the months of October, November, December, January, February, March, or April unless the Head of the Street Department designates special Brush collection during such months.

(C) Large Volumes. Residents who anticipate generating Brush in excess of the pile size limitations established by this Ordinance may contact the Street Department to schedule the use of a City-owned trailer for the collection and removal of the Brush, subject to Street Department policies and trailer availability. Residents using a City-owned trailer shall be responsible for loading all Brush into the trailer.

SECTION 3. Residential Collection of Leaves; Placement

(A) Collection Schedule.

(1) The City shall begin the collection of Leaves on the first Monday of November and December. Collection shall continue until one complete collection pass through the city has been made for each designated collection period.

(2) The City may collect Leaves at other times as designated and announced by the Head of the Street Department. Any scheduled or announced collection of Leaves shall be subject to change by the Head of the Street Department as necessitated by special circumstances, including but not limited to holidays, special events, weather, or equipment breakdown.

(B) Placement Requirements. Leaves placed for City collection shall comply with the following requirements:

(1) Leaves must be placed in neat piles adjacent to a street.

(2) Leaves shall not be placed upon a street or alley, upon or across a sidewalk, within or obstructing a stormwater drainage facility, or in any manner that obstructs pedestrian, vehicular, or drainage access.

(3) Leaves must be placed on the ground in a location clear of trees, utility poles, guy-wires, hydrants, mailboxes, parked vehicles, and other obstacles.

(4) Piles of Leaves must be free from Brush, trash, or other debris.

(5) To be collected, Leaves must be placed for collection and disposal by the City no later than 7:00 a.m. on the Monday of a week designated for collection.

(6) Leaves may not be piled adjacent to a street during the months of January, February, March, April, May, June, July, August, and September unless the Head of the Street Department designates special collection of Leaves during such months.

SECTION 4. Commercial Landscaping and Tree Services

(A) The City shall not collect Brush or other landscaping waste generated by a commercial tree service, landscaping company, property maintenance company, or similar commercial service provider. A contractor hired to perform tree trimming, tree removal, landscaping installation, landscaping maintenance, or related services must remove all Brush and landscaping waste generated by the contractor from the property and dispose in a legal manner. A contractor shall not place Brush or other landscaping waste for collection and disposal by the City.

(B) The City shall collect only Brush generated from tree trimming or removal conducted by the owner or occupant of a Residential Property where the Brush pile is located, and not by a third-party contractor.

SECTION 5. Enforcement; Penalties

(A) The City may decline to collect piles of Brush or Leaves that contain prohibited materials or that otherwise do not comply with the requirements of this Ordinance, in which case the owner or occupant of the real property where such Brush or Leaves are located shall be responsible for the lawful removal and disposal of the Brush or Leaves.

(B) The Legal Department, Building Department, Police Department, Code Compliance Officer, or any other employee authorized by the City may make inspections, determine violations, and take action to enforce the provisions of this Ordinance.

(C) Any violation of this Ordinance may be enforced by the City without providing the violator with any prior opportunity to correct the violation.

(D) The owner or occupant of real property on which a violation of this Ordinance is found may be cited before the City of Goshen's Ordinance Violations Bureau, or before any court of competent jurisdiction in Elkhart County, Indiana for any such violation and shall be subject to the penalties set forth in this Ordinance.

(E) Any person who violates a provision of this Ordinance may be subject to a fine up to Five Hundred Dollars (\$500.00) for each offense. If a violation is of a continuing nature, each day of failure to comply with the provisions of this Ordinance shall constitute a separate offense.

(F) This Ordinance may be enforced against either the owner or occupant of real property found to be in violation of this Ordinance. Enforcement of this Ordinance against any owner of record of the real property shall not diminish the ability of the City to enforce this Ordinance against an occupant of the real property, and the enforcement of this Ordinance against any occupant shall not in any manner diminish the ability of the City to enforce this Ordinance against an owner of record of the real property.

SECTION 6. Definitions

The following definitions shall apply in the interpretation and enforcement of this Ordinance.

(A) "Brush" shall mean tree limbs, branches, and sticks generated on Residential Property.

(B) "Leaves" shall mean foliage that has fallen from trees located on Residential Property.

(C) "Residential Property" shall mean a parcel of real property located within the corporate boundaries of the City of Goshen on which four (4) or fewer dwelling units are located.

SECTION 7. Other Ordinances

(A) Ordinance 5254, Amending Ordinance Violations Bureau, is amended by removing the reference to Ordinance 5054 and inserting in its place Ordinance 5266 in Section 3.1, City of Goshen Bureau Ordinance Schedule, and in Section 4.1.

(B) Ordinance 5054 is repealed.

SECTION 8. Severability

The provisions of this Ordinance are severable. If any provision of this Ordinance as now or later amended or its application to any person or circumstance is held invalid, the invalidity does not affect other provisions that can be given effect without the invalid provision or application.

SECTION 9. Effective Date

This Ordinance shall be effective upon its passage, approval and adoption according to the laws of the State of Indiana.

[Signature page follows.]

PASSED by the Goshen Common Council on _____, 2026.

Gina M. Leichty, Presiding Officer

ATTEST:

Richard R. Aguirre, Clerk-Treasurer

PRESENTED to the Mayor of the City of Goshen on _____, 2026, at the hour
of ____:____ __.m.

Richard R. Aguirre, Clerk-Treasurer

APPROVED and ADOPTED on _____, 2026.

Gina M. Leichty, Mayor

ORDINANCE 5267

Establishing an Environmental Fee

WHEREAS, the City of Goshen desires to protect the public health, safety, and welfare of its residents by continuing to provide for the collection and disposal of solid waste and recyclable materials; the collection of brush, leaves and yard waste; and the operation of the Goshen Environmental Center.

WHEREAS, the City of Goshen estimates the cost to provide the described environmental services for 2027 at Two Million Seven Hundred Ninety Thousand Dollars (\$2,790,000), with the cost expected to increase each year thereafter.

WHEREAS, in accordance with Indiana Code § 36-1-3-8(a)(6), the City may impose a service charge or user fee that is reasonably related to reasonable and just rates and charges for such services.

WHEREAS, the Goshen Common Council finds that the environmental services described are necessary municipal services and finds that the fees established by this Ordinance are reasonably related to the cost incurred by the City in providing such services.

WHEREAS, the Common Council determines it necessary to impose a user fee to provide environmental services due to anticipated revenue losses from property tax changes.

NOW THEREFORE, BE IT ORDAINED by the Common Council of the City of Goshen, Indiana:

Section 1. Services Provided.

- (A) The City provides weekly collection and disposal of household solid waste and bi-weekly collection of recyclable materials from each eligible residence within the corporate limits of the City of Goshen.
- (B) The City, through an independent contractor, operates the Goshen Environmental Center to collect and process brush, leaves, and yard waste.
- (C) The City provides for designated and special collection of brush from residential properties within its corporate limits and transports the materials to the Goshen Environmental Center.
- (D) The City provides for designated and special collection of leaves from residential properties within its corporate limits and transports to the Goshen Environmental Center.

Section 2. Environmental Fee.

- (A) The City shall assess a monthly environmental fee for each residence in the amount of Seven Dollars (\$7.00) beginning January 1, 2027; Fourteen and 30/100 Dollars (\$14.30) beginning January 1, 2028; and Twenty-Two and 40/100 Dollars (\$22.40) beginning January 1, 2029.
- (B) For the purposes of this Ordinance, a residence subject to the environmental fee includes:
 - (1) A dwelling unit occupied or intended or occupancy in a building that contains one (1) or more dwelling units, but excludes a building or related group of buildings on

the same lot, tract or parcel of real estate that contains five (5) or more rental dwelling units.

- (2) A dwelling unit occupied or intended for occupancy that is individually owned in a condominium building, including a building or related group of buildings with five (5) or more individually owned dwelling units.
- (3) A dwelling unit occupied or intended for occupancy located in a manufactured housing community or mobile home park.

Section 3. Fee Collection.

- (A) The City shall assess and collect the environmental fee through its water and sanitary sewer utility billing system for each residence subject to the environmental fee. The utility account holder shall be responsible for payment of the monthly environmental fee.
- (B) For each residence subject to the environmental fee located in a building that does not receive water and sanitary sewer services from the City, the City shall assess and collect the environmental fee from the owner of the building. The owner of the building shall be responsible for payment of the monthly environmental fee.

Section 4. Late Fee.

An account holder or building owner who has not paid an environmental fee on or before the due date stated on a bill, which due date will be at least fifteen (15) days after the bill is rendered, shall be assessed a late payment charge of ten percent (10%) on any outstanding balance.

Section 5. Effective Date.

This Ordinance shall be in full force and effect on January 1, 2027.

Section 6. Severability.

The provisions of this Ordinance are severable, and the invalidity of any phrase, clause, or part of this Ordinance shall not affect the validity or effectiveness of the remainder of the Ordinance.

[Signature page follows.]

PASSED by the Goshen Common Council on _____, 2026.

Gina M. Leichty, Presiding Officer

ATTEST:

Richard R. Aguirre, Clerk-Treasurer

PRESENTED to the Mayor of the City of Goshen on _____, 2026, at the
hour of ____: ____ m.

Richard R. Aguirre, Clerk-Treasurer

APPROVED and ADOPTED on _____, 2026.

Gina M. Leichty, Mayor