



City of Goshen Board of Public Works & Safety

Regular Meeting Agenda

4:00 p.m., AUGUST 13, 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: August 6, 2026 meeting

Approval of Agenda

- 1) Bid opportunities:** Open sealed proposals for the Oakridge Cemetery Maintenance Building Roofing & Siding Project and refer them to the Legal Department for review
- 2) NIPSCO request:** Approve the closure of College Avenue, from Lincolnway East / US 33 east to Century Drive, over two four-day periods, starting Monday, Aug. 17
- 3) Legal Department request:** Authorize the Mayor to execute the Deed of Dedication for public right-of-way at 65753 State Road 15, Goshen and adopt Resolution 2026-16 transferring 65753 State Road 15 to the Goshen Redevelopment Commission for purposes of disposal, and authorize the Mayor to execute the transfer deed
- 4) Legal Department request:** Accept the Deed of Dedication for public right-of-way from the Goshen Redevelopment Commission, and authorize the Mayor to execute the acceptance
- 5) Legal Department request:** Approve the agreement with the Goshen Chamber of Commerce for \$50,000 to support Economic Development and Tourism for the City of Goshen and authorize Mayor Leichty to execute the agreement
- 6) Legal Department request:** Approve and authorize Mayor Leichty to execute the agreement with Goshen Floor Mart for the installation of carpet in the Goshen Utilities Billing Office, 203 S. 5th Street
- 7) Engineering Department request:** Approve Change Order No. 10 in the amount of \$14,168 to include French Drain installation to alleviate persistent groundwater issues

Privilege of the Floor

Approval of Civil City and Utility Claims

Adjournment



CITY OF GOSHEN BOARD OF PUBLIC WORKS & SAFETY
MINUTES OF THE August 6, 2026 MEETING
Convened in the Goshen Police Building, 111 East Jefferson St., Goshen, Indiana

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

Absent: None

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

REVIEW/APPROVE MINUTES: Mayor Leichty presented the minutes of the July 23 and July 30, 2026 meetings as prepared by the Clerk-Treasurer. Board member Barb Swartley made a motion to approve the minutes as presented. Board member Mike Landis seconded the motion. The motion passed 5-0.

REVIEW/APPROVE AGENDA: Mayor Leichty presented the agenda as prepared by the Clerk-Treasurer with the addition of #5, *Engineering Department request: Approve the closure of College Avenue, from Lincolnway East / US 33 east to Century Drive, from Monday, Aug. 10, until Thursday, Aug. 20, 2026* and #6, *Art House request: Approve the closure of nine downtown parking spaces, from 9 a.m. to 4 p.m. on Saturday, Aug. 15, for the Build Your Own Band Festival.* Board member Swartley made a motion to approve the agenda as amended. Board member Landis seconded the motion. The motion passed 5-0.

1) Downtown Goshen Inc. request: For the October 2, 2026 First Friday, allow the closure of Main Street, from Lincoln to Clinton streets, closed with no parking from 12 p.m. to 11 p.m. and six parking spots on the south side of West Clinton Street from 2 p.m. to 11 p.m. and four parking spots in front of 220 N. Main Street from 2 p.m. to 11 p.m.

Amanda Rose, Director of First Fridays for Eyedart Creative Studios, submitted an addendum to her request for the Oct. 2, 2026 First Friday celebration.

Rose asked that Main Street, from Lincoln to Clinton streets, be closed with no parking from 12 p.m. to 11 p.m. She also asked that six parking spots on the south side of West Clinton Street be closed from 2 p.m. to 11 p.m. She previously requested that four parking spots also be closed in front of 220 North Main Street from 2 p.m. to 11 p.m. In a memorandum to the Board, Rose requested the closures for First Friday activities and asked for street barricades. She also wrote that businesses affected by the closures would be notified.

For the Oct. 3, 3036 First Friday, Swartley/Landis made a motion to approve the closure of Main Street, from Lincoln to Clinton streets, with no parking from 12 p.m. to 11 p.m., the closure of six parking spots on the south side of West Clinton Street, from 2 p.m. to 11 p.m. The motion passed 5-0.

2) Legal Department request: Approve and authorize the Mayor to execute the attached amendment to the subscription agreement with LexisNexis, a division of RELX, Inc., for the license to access Lexis+

City Attorney Bodie Stegelmann recommended that the Board approve and authorize the Mayor to execute the amendment to the subscription agreement with LexisNexis, a division of RELX, Inc., originally dated Oct. 5, 2023. Stegelmann said this amendment would extend the current agreement for an additional one-year term through Dec. 31, 2027. This subscription provides Legal Department staff with a license to access Lexis+, an online legal research platform. The monthly subscription fee will increase by 5% to \$268 (\$3,216 annually).



Swartley/Landis made a motion to approve and authorize the Mayor to execute the amendment to the subscription agreement with LexisNexis, a division of RELX, Inc., for the license to access Lexis+. The motion passed 5-0.

3) Engineering Department request: Approve the closure of sidewalk and 8 parking spaces: 4 in front of The Fold and 4 in front of The Famous Building from Monday, Aug. 10 through Thursday, Aug. 30 for the vault closure and sidewalk restoration

City Director of Public Works & Utilities Dustin Sailor said Yaw Construction will be working on closing the vault and sidewalk restoration at The Fold, 219 S Main Street and at The Famous building at 203 S Main Street.

To complete the work, **Sailor** said the City Engineering Department was requesting eight parking spaces be closed – four at the front of each of the buildings to accommodate dump trailers and trucks. The sidewalks in front of each of the buildings will need to be closed also for safety. The closure will be from Aug. 10 through Aug. 30.

Mayor Leichty asked if the affected businesses had been informed. **Sailor** said that since the contractor is working for the property owner, he hoped that was the case.

Swartley/Landis made a motion to approve the closure of sidewalk and 8 parking spaces: 4 in front of The Fold and 4 in front of The Famous Building from Monday, Aug. 10 through Thursday, Aug. 30 for the vault closure and sidewalk restoration. The motion passed 5-0.

4) Stormwater Department request: Approve the Mayor signing a letter of support for the Elkhart and Kosciusko County SWCD 319 Grant Program application

City Stormwater Coordinator Jason Kauffman said the City Stormwater Department received a request for a letter of support from the Elkhart County Soil Water Conservation District for its application for a 319 Grant to continue the implementation of conservation practices on the ground in the lower Elkhart watershed.

In a memorandum to the Board, **Kauffman** wrote that in 2022, the City of Goshen partnered with the Elkhart River Restoration Association to obtain a Clean Water Act 205j Water Quality Planning Grant to update the Lower Elkhart River Watershed Management Plan.

Kauffman wrote that the Watershed Management Plan was finalized at the end of 2024, and now one of the City's partners, the Elkhart County Soil and Water Conservation District (SWCD), along with the Kosciusko County SWCD, is working to obtain a Clean Water Act Section 319 Grant to implement the Watershed Management Plan.

Kauffman wrote that if the Elkhart County Soil Water Conservation District and their partners are awarded the 319 Grant, their efforts will improve the quality of water flowing through the City of Goshen and help to slow down stormwater runoff, which will reduce flood risks for the City as well.

Kauffman said a letter of support has been prepared and the Stormwater Department was requesting that the Board authorize the Mayor to sign the letter.

Swartley/Landis made a motion to approve the Mayor signing a letter of support for the Elkhart and Kosciusko County SWCD.s 319 Grant Program application. The motion passed 5-0.

5) Engineering Department request: Approve the closure of College Avenue, from Lincolnway East / US 33 east to Century Drive, from Monday, Aug. 10, until Thursday, Aug.20, 2026

City Engineering Project Manager Andrew Lund said the Engineering Department received an updated request Aug. 6 from NIPSCO Gas to close College Avenue to through traffic from Lincolnway East / US 33 east to Century Drive starting Monday, Aug. 10, through Thursday, Aug. 20, 2026.

Lund said road closures are on either side of the bridge over Horn Ditch. NIPSCO Gas requested the closures to relocate gas main crossings under College Avenue for the College Avenue, Phase I reconstruction project.



Lund said traffic control plans were provided. The maintenance of traffic plan for the concurrent Century Drive project also was provided, with the NIPSCO Gas closures added.

Lund said NIPSCO Gas had communicated previous plans to close the road starting Aug. 3 and then Aug. 17, but due to emergency work and other factors their schedule changed. He added that a future road closure request is anticipated for the final gas main road crossing near Oak Lane.

Justus Starr, the General Foreman, of Infrasource said the goal is to complete the work as soon as possible. He said relocating the gas main safely takes extra effort, including the installation of "trench boxes" to prevent cave-ins. Despite the road closure, he said space will be left to allow access by emergency vehicles.

NOTE: Before the meeting, **City Engineering Project Manager Andrew Lund** circulated to the Board a one-page memorandum, dated Aug. 6, 2026, and nine pages of maps and photos of the affected areas, in support of what became added agenda item #5, *Engineering Department request: Approve the closure of College Avenue, from Lincolnway East / US 33 east to Century Drive, from Monday, Aug. 10, until Thursday, Aug. 20, 2026 (EXHIBIT #1).*

Swartley/Landis made a motion to approve the closure of College Avenue, from Lincolnway East / US 33 east to Century Drive, from Monday, Aug. 10, until Thursday, Aug. 20, 2026. The motion passed 5-0.

6) Art House request: Approve the closure of nine downtown parking spaces, from 9 a.m. to 4 p.m. on Saturday, Aug. 15, for the Build Your Own Band Festival

Nick Miller, a Board member of Goshen Art House, asked the Board to approve the closure and use of nine parking spaces in front of multiple downtown locations on Saturday, Aug 15, from 9 a.m. to 4 p.m., for musicians to more easily load equipment into and out of vehicles during the annual BYOB (Build Your Own Band) Festival.

Miller requested the closure and use of one parking space each in front of the following locations: Elephant Bar (227 South Main); Ignition Music Garage (120 East Washington); JAM Art Center (233 South Main St.); Nice Try (111 East Lincoln); Inn on South 5th (320 South 5th); American Mortgage (216 North Main); and Suite 3 Studio (113 East Lincoln) and two parking spots in front of the Goshen Theater (216 South Main).

In his written request, **Miller** indicated that the affected businesses have all been notified and agreed to blocking these parking spaces. He also requested signs and cones to block the parking spaces.

Mayor Leichty asked **Miller** to describe the event. **Miller** said, "People come to our event, they sign up as musicians, we put them into bands randomly, and then they come up with a song and perform it in a day." He said all bands will perform original songs at the theater.

Mayor Leichty asked why various parking spots were needed if all were performing at the theater. **Miller** said the musicians will be practicing at various locations and then coming to the theater to play their songs.

Earlier in the meeting, the Board approved the closure of eight parking spaces from Aug. 10 to Aug. 30 on South Main Street, across from the Goshen Theater, for the closing of the vault and sidewalk restoration at The Fold, 219 S Main St. and at The Famous building at 203 S Main St. **City Civil Engineer Brad Minnick** asked for that project to be given priority and that the parking space closures be adjusted for the festival if necessary.

NOTE: Before the meeting, **Clerk-Treasurer Richard Aguirre** circulated to the Board a one-page memorandum, dated Aug. 2, 2026 from Nick Miller, a Board member of Goshen Art House, in support of added agenda item #6, *Art House request: Approve the closure of nine downtown parking spaces, from 9 a.m. to 4 p.m. on Saturday, Aug. 15, for the Build Your Own Band Festival (EXHIBIT #2).*

Swartley/Landis made a motion to approve the request from Goshen Art House to close multiple parking spaces in downtown Goshen on Saturday, Aug. 15, from 9 a.m. to 4 pm., for the Build Your Own Band Festival on the condition that organizers monitor the vault closure parking areas and return to the Board with an amended request if necessary. The motion passed 5-0.



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

Mayor Leichty opened Privilege of the Floor at 4:15 p.m.

Marvin Shepherd, Superintendent of the City Water Treatment and Sewer Collection Department, asked for consideration of the following added agenda item:

7) Water & Sewer Department request: Approve the temporary closure of the northbound lane of Wilden Avenue at Bever Lane, beginning Tuesday, Aug.11 at 7 a.m. through Friday, Aug.14, in the afternoon

Marvin Shepherd, Superintendent of the City Water Treatment and Sewer Collection Department, asked the Board to approve a temporary closure of the northbound lane of Wilden Avenue at Bever Lane, beginning Tuesday, Aug.11, 2026, at 7 a.m. through Friday, Aug. 14 in the afternoon.

Shepherd said he lane closure was necessary to facilitate the installation of a new sewer service connection for the property located at 1615 Wilden Ave. To minimize disruption to residents and motorists, the southbound lane will remain open to traffic throughout the project. Appropriate traffic control measures, signage, and safety devices will be installed and maintained in accordance with applicable standards.

Shepherd said his work is necessary to provide sewer service to the property and ensure the safe completion of the utility installation. He said the property is now connected to Twin Pines Mobile Home Park, and the City wants to provide its own sewer along with the water service, which has already been done.

Shepherd said the project schedule is weather dependent and may be adjusted if site or weather conditions warrant. He said the lane closure request was until Aug. 14 so the City can place new asphalt after the sewer work is finished. In response to a question about motorist access from **Board member Landis**, **Shepherd** said staff will place barricades to clearly block off the work area.

NOTE: During the meeting, **Marvin Shepherd, Superintendent of the City Water Treatment and Sewer Collection Department**, circulated to the Board a one-page memorandum in support of added agenda item #7, *Water & Sewer Department request: Approve the temporary closure of the northbound lane of Wilden Avenue at Bever Lane, beginning Tuesday, Aug.11 at 7 a.m. through Friday, Aug.14, in the afternoon (EXHIBIT #3).*

Swartley/Landis motion to approve a temporary closure of the northbound lane of Wilde Avenue at Bever Lane, beginning Tuesday, Aug.11, 2026, at 7a.m. through Friday, Aug. 14 in the afternoon. Motion passed 5-0.

At 4:17 p.m., Mayor Leichty closed the public comment period.

APPROVAL OF CIVIL CITY AND UTILITY CLAIMS

Mayor Leichty made a motion approve the Civil City and Utilities claims and adjourn the meeting. Board member Landis seconded the motion. The motion passed 5-0.

ADJOURNMENT

Mayor Leichty adjourned the meeting at 4:18 p.m.



EXHIBIT #1: Before the meeting, City Engineering Project Manager Andrew Lund circulated to the Board a one-page memorandum, dated Aug. 6, 2026, and nine pages of maps and photos of the affected areas, in support of added agenda item #5, Engineering Department request: Approve the closure of College Avenue, from Lincolnway East / US 33 east to Century Drive, from Monday, Aug. 10, until Thursday, Aug.20, 2026.

EXHIBIT #2: Before the meeting, Clerk-Treasurer Richard Aguirre circulated to the Board a one-page memorandum, dated Aug. 2, 2026 from Nick Miller, a Board member of Goshen Art House, in support of added agenda item #6, Art House request: Approve the closure of nine downtown parking spaces, from 9 a.m. to 4 p.m. on Saturday, Aug. 15, for the Build Your Own Band Festival.

EXHIBIT #3: During the meeting, Marvin Shepherd, Superintendent of the City Water Treatment and Sewer Collection Department, circulated to the Board a one-page memorandum in support of added agenda item #7, Water & Sewer Department request: Approve the temporary closure of the northbound lane of Wilden Avenue at Bever Lane, beginning Tuesday, Aug.11 at 7 a.m. through Friday, Aug.14, in the afternoon.

APPROVED:

Mayor Gina Leichty

Mike Landis, Member

Orv Myers, Member



Mary Nichols, Member

Barb Swartley, Member

ATTEST:

Richard R. Aguirre, Clerk-Treasurer



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.indiana.gov

August 13, 2026

To: Goshen Board of Public Works and Safety

From: Shannon Marks, Legal Compliance Administrator

Subject: Open Sealed Proposals

The City has solicited sealed proposals to be opened by the Board of Public Works and Safety at the meeting on August 13 for the Oakridge Cemetery Maintenance Building Roofing & Siding Project.

A sealed proposal may be mailed or delivered to the Board, c/o Clerk-Treasurer's Office until 3:45 p.m. of the proposal opening date. Between 3:45 p.m. and 4:00 p.m., a sealed proposal may be delivered to the Board in the City Court Room/Council Chambers.

Prior to opening proposals, it is recommended that an announcement be made to determine if there are any additional proposals to be submitted to the Board. Otherwise, any proposal that is submitted after the Board begins opening proposals will be returned.



Richard Aguirre, City Clerk-Treasurer
CITY OF GOSHEN

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

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

richardaguirre@goshencity.com • www.goshenindiana.org

TO: Board of Public Works & Safety

FROM: Clerk-Treasurer Richard R. Aguirre

RE: NIPSCO request for road closures

DATE: August 13, 2026

The Clerk-Treasurer's Office received the following revised request on Aug. 7, 2026:

Attached are revised plans for areas 1, 4, 5, 14 & 15 for the NIPSCO Distribution Automation (DA) project. The work in Area 15 is within the same areas as Area 4 & 5 thus a separate traffic plan has not been provided since the detour and signage would not change.

As of now, here are our dates for this scope:

Area 1: 8/17-8/18

Area 4: 8/28-8/31

Area 5: 9/1-9/2

Area 14: 10/2-10/2

Area 15: 10/5-10/5

Regards,

Nick Bogucki | Senior Project Manager

NIPSCO | 1055 Joliet Road | Valparaiso, IN 46385

(M) 219.777-0359 | NBogucki@nisource.com



ENGINEERING DEPARTMENT CITY OF GOSHEN

204 East Jefferson Street, Suite I • Goshen, IN 46528-3405
Phone (574) 534-2201 • Fax (574) 533-8626
engineering@goshencity.com • www.goshenindiana.org

Right-of-Way Permit

Permit #: 20252150-ROW
Date Issued: 5/28/2026
Applicant: NIPSCO
801 E 86th Ave, Merrillville, IN 46410
(219) 433-9412, spena@nisource.com

Permit Type: Right-of-Way / Excavation / Utility
Date Expired: Expires 90 days after issued date

Project Address: 1102 E Reynolds St
Contractor: NIPSCO
Lot #:
Information: 801 E 86th Ave
Merrillville, IN 46410

Use Zone: R-1
Electric; NIPSCO - WO# 4000047854 - DA: Replace / install (12) utility poles including the overhead equipment and conductors / wires to the new poles within the city limits. Refer to AREAS 1-2, 4-7, 9, and 13-18 on the design drawing for these locations. These pole heights will range from 45ft - 135ft. Traffic control to consist of full road closures for AREAS 1-2, 4-7, 14-15. Single lane closures only for AREAS 9, 13, 17, 18.

Work Type:

<u>Street Cut Surface</u>	<u>Dimensions (ft)</u>	<u>Quantity</u>
Sod	3 x 3	12

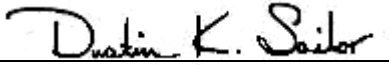
Conditions

This permit is contingent upon the information provided, and the applicant hereby agrees to the terms outlined below under 'Right-of-Way Terms,' as well as any special conditions specified herein:

- Goshen Engineering is to be notified of the start date prior to initiating work.
- Permit drawing(s) provide additional comments to be included as part of the permit conditions.
- Proposed work is located within a right-of-way designated as local, collector, and arterial.
- Utility shall obtain utility locates and maintain: 5' buried horizontal separation to public water main; 10' buried horizontal separation to sanitary and storm sewer; a minimum of 10' (preferably 15') separation from utility poles and public water or sewer lines; 18" buried vertical separation to water and sewer assets.
- Utility pole offset to the face of curb to be 1.5' (0.5 m) minimum. When no curb exists, pole offset shall be 5' (1.5 m).
- To avoid future conflict with roadway reconstruction, bore depths shall be 48" or deeper. Bore depth to be verified by City inspector via instrument readings.
- Disturbed lawn areas within a utility easement or right-of-way shall be restored with INDOT Type U seed and then stabilized with an erosion control blanket.
- Backfill is to be compacted to 95% standard proctor in greenspace and 98% under hard surface areas.
- Maintenance of Traffic shall follow MUTCD, 11th Edition guidelines. Failure to implement proper traffic control measures will be grounds for a stop-work order.
- Lane restrictions and street closures on collector and arterial roadways require approval from the Board of Works and Safety. The request is to be sent to the City of Goshen Engineering by Monday prior to the Thursday Board of Works and Safety meeting at 4:00 p.m. Meetings are held on the 1st, 2nd, and 3rd Thursday of the month.

- Sidewalk closures shall follow MUTCD, 11th Edition, Section 6C guidelines. Board of Works and Safety approval is required for sidewalks/ multi-use paths with a width of 8' and greater.

Approved for Issuance:


Dustin K. Sailor
Director of Public Works

Amount Due: \$100.00

Amount Paid: \$100.00

Payment Type: Check - 5059087833

Payment Date: 1/6/2026

The applicant must schedule a final inspection by contacting Goshen Engineering at (574) 534-2201 or by scheduling online.

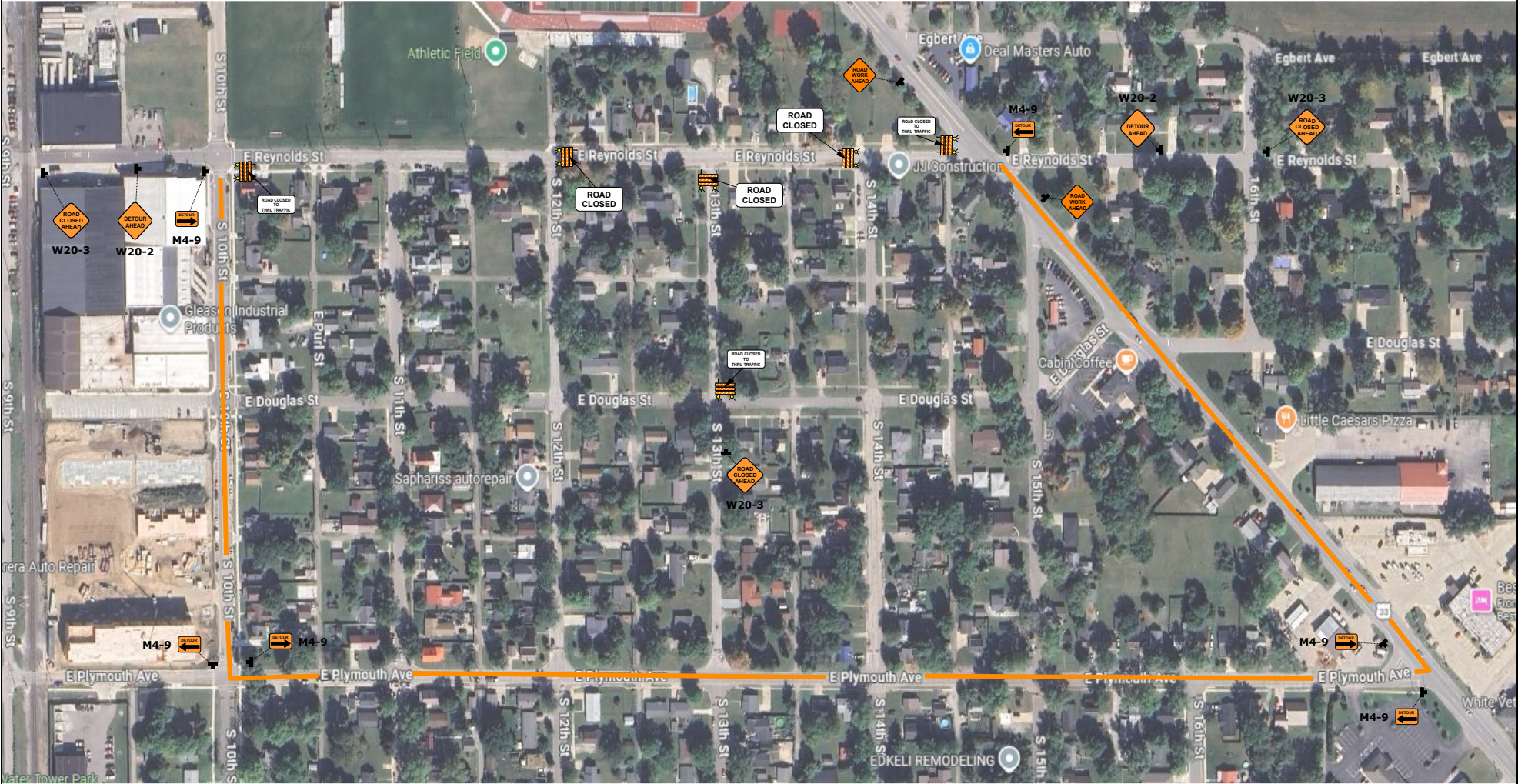
Right-of-Way Permit Terms

The Permittee and/or all Contractors Shall:

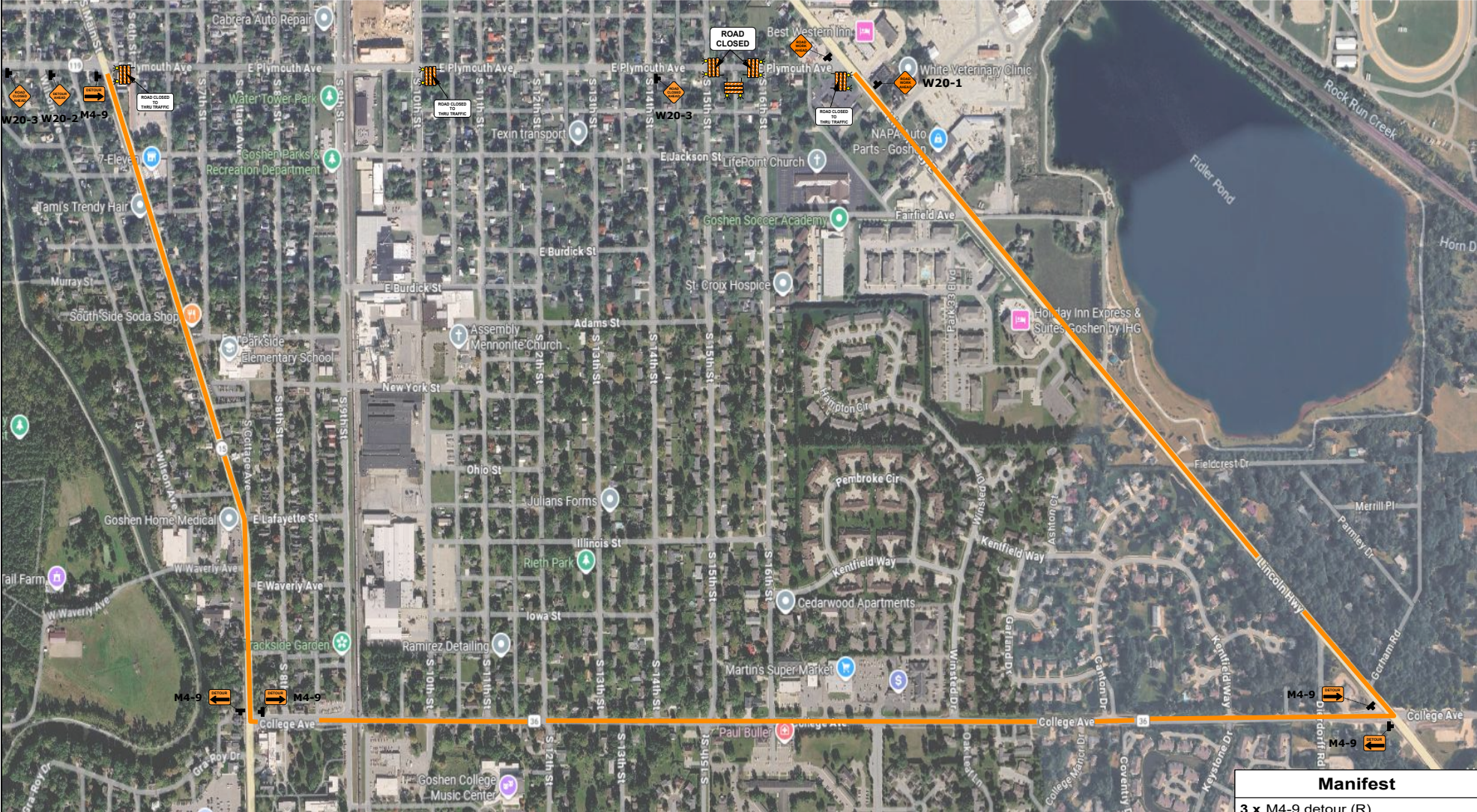
1. All work requiring a Right-of-Way Cut Permit must be performed in accordance with the terms of this permit, the Construction Standard Details (here), and Goshen Ordinance No. 3659.
2. Work is permitted only between the hours of 7:00am to 8:00pm. No work shall be conducted outside of these designated hours.
3. The Street Commissioner, Engineering Department, or their authorized representative reserves the right to stop work at any time.
4. Permits are valid for a period of three (3) months from the date of issuance, unless an extension is granted by the Engineering Department. If work is not completed within this time frame, a new permit must be obtained.
5. If any road or sidewalk closures or restrictions are required, a traffic control plan must be submitted for review and approval by the Board of Public Works and Safety. For meeting schedules and details, please contact Goshen Engineering at 574-534-2201.
6. Within areas affecting vehicular and pedestrian traffic, install and maintain appropriate warning signs, barricades, and warning lights in accordance with the Manual on Uniform Traffic Control Devices for Construction and Maintenance Areas. Any traffic disruption requires approval from the Board of Public Works and Safety (see Term No. 5). Permit holders must also notify 911 immediately when any street is closed to emergency vehicles.
7. Any structures installed under this permit must be moved or removed at the permit holder's expense if future traffic conditions or road improvements necessitate.
8. Permit holders shall not interfere with any existing structure along or across a city street without the express permission of the structure's owner.
9. Boring under pavement is required unless deemed impractical. If a pavement cut is necessary, it must be initiated with a saw cut to a minimum depth of three inches. The cut must be at least one foot wider on each side than the trench to be excavated.
10. All pipes, conduits, and materials used must meet the specifications of the City of Goshen with respect to size and quality.
11. Backfill around pipes, conduits, and trenches must be compacted in four-inch layers using thorough tamping to ensure high compaction. Under pavement - flowable fill shall be used above the granular pipe embedment unless in water or otherwise authorized. In such cases, a granular (no organic) material may

be used, and compaction must be inspected by the City prior to final pavement restoration. Other areas - Excavated material may be reused as backfill. Temporary pavement surfaces - Must consist of a minimum of six inches of crushed limestone, maintained smooth and uniform until final resurfacing, which must occur within four (4) weeks.

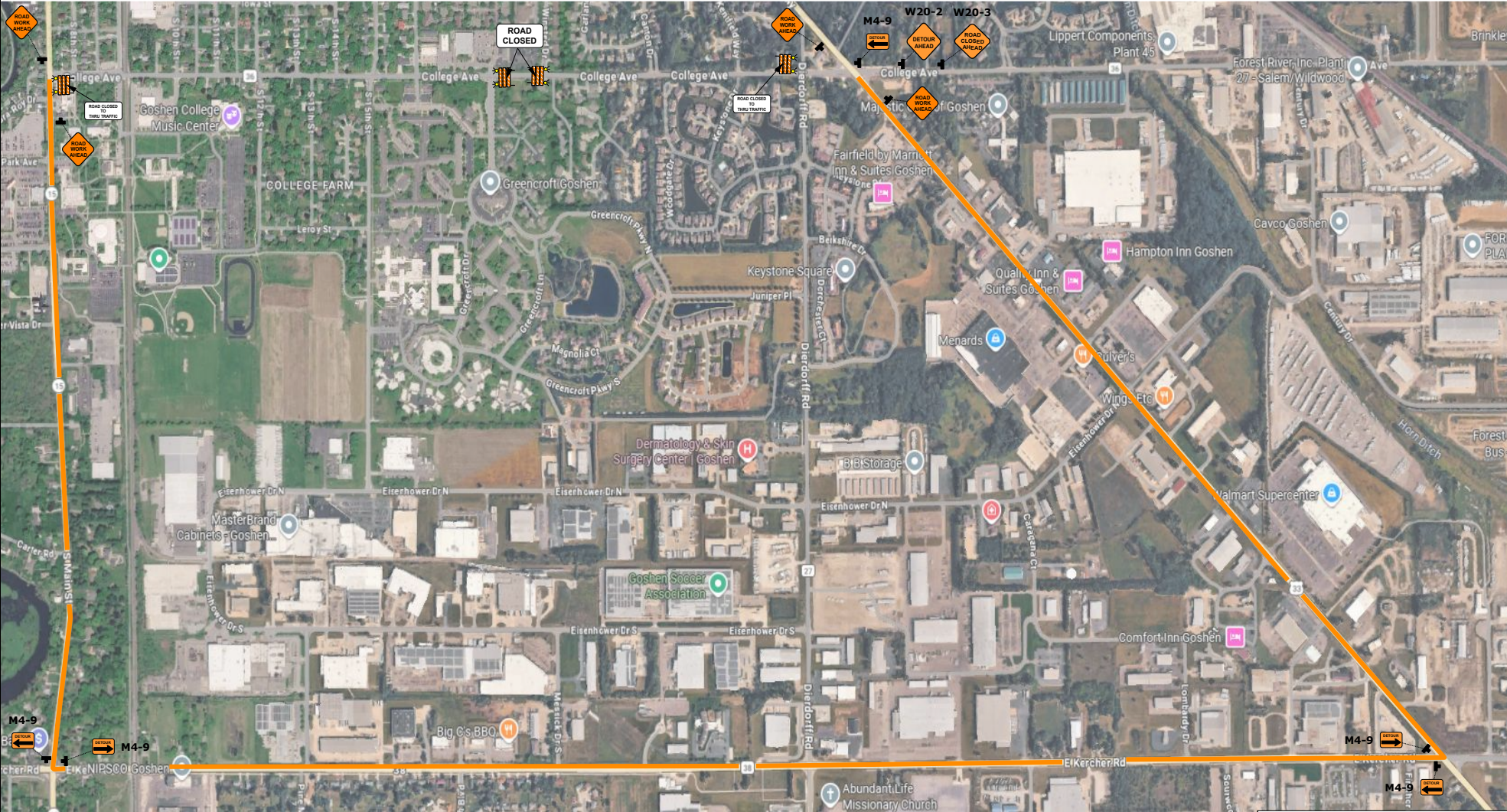
12. Any removed pavement, driveway, or sidewalk must be replaced with materials of equal or better quality and restored to the original condition. Sod must be restored through replacement or proper seeding.
13. Permit holders are responsible for repairing any settling that occurs within one year of project completion.
14. The permit holder/sub-contractors assume all responsibility for any injury or damage to persons or property resulting directly or indirectly from the permitted work. Pavement restoration must be completed by a contractor approved by the City. Contractors remain on the City's approved list based on performance, compliance, and proper equipment use.



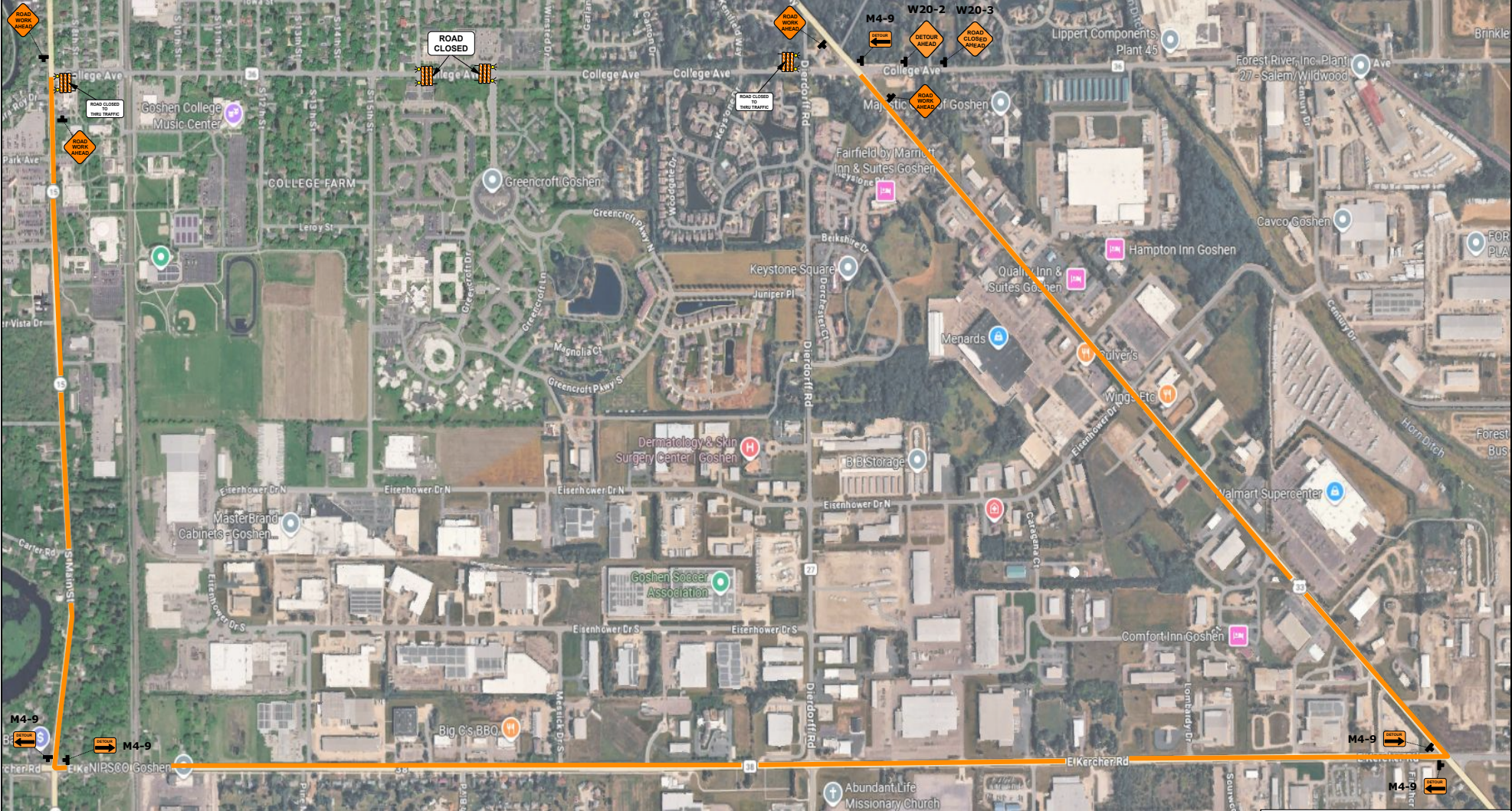
 534.777.2000 1510 Pacific Dr. 534.770.9000 Fax: 534.770.9050	Date: 8/04/2026 Author: HighStar Traffic Project: E Reynolds St, Goshen Area-1 WO52992-912 Prepared for: Nipsco Sheet: 1 of 1 Scale: N.T.S. Comments: Plan provided to meet MUTCD standards, any additional requirements may need to be approved. Plans are non signed, sealed, and are for illustration to governing agency for approval.	Manifest 3 x M4-9 detour (L) 3 x M4-9 detour (R) 3 x R11-2 road closed R11-2 3 x R11-4 road closed to thru traffic 3 x W20-3 road closed ahead 2 x W20-1 road work ahead 2 x W20-2 detour ahead



	Date: 8/04/2026 Author: HighStar Traffic Project: 1205 E PLYMOTH AVE, GOSHEN, Area14 - Closure/Detour Prepared for: Nipsco Sheet: 1 of 1 Scale: N.T.S. Comments: Plan provided to meet MUTCD standards, any additional requirements may need to be approved. Plans are non signed, sealed, and are for illustration to governing agency for approval. ▲	Manifest 3 x M4-9 detour (R) 3 x R11-4 road closed to thru traffic 2 x M4-9 detour (L) 2 x W20-1 road work ahead 2 x W20-3 road closed ahead 1 x R11-2 road closed R11-2 1 x W20-2 detour ahead



 HighStar TRAFFIC 524-777-7000 • 1810 Pacific Ave • 524-772-3000 • 1810 Pacific Ave •	Date: 8/07/2026 Author: HighStar Traffic Project: 1911 COLLEGE AVE, GOSHEN, IN Area-5 - Closure and Detour Prepared for: Nipsco Sheet: 1 of 1 Scale: N.T.S. Comments: Plan provided to meet MUTCD standards, any additional requirements may need to be approved. Plans are non signed, sealed, and are for illustration to governing agency for approval.	Manifest 4 x W20-1 road work ahead 3 x M4-9 detour (L) 2 x M4-9 detour (R) 2 x R11-4 road closed to thru traffic 1 x R11-2 road closed R11-2 1 x W20-2 detour ahead 1 x W20-3 road closed ahead
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 HighStar TRAFFIC 524-777-7000 • 1810 Pacific Ave • 524-772-7000 • Goshen, IN 46526	Date: 8/07/2026 Author: HighStar Traffic Project: 1721 GREENCROFT BLVD, GOSHEN, IN Area-4 - Closure and Detour Prepared for: Nipsco Sheet: 1 of 1 Scale: N.T.S. Comments: Plan provided to meet MUTCD standards, any additional requirements may need to be approved. Plans are non signed, sealed, and are for illustration to governing agency for approval.	Manifest 4 x W20-1 road work ahead 3 x M4-9 detour (L) 2 x M4-9 detour (R) 2 x R11-4 road closed to thru traffic 1 x R11-2 road closed R11-2 1 x W20-2 detour ahead 1 x W20-3 road closed ahead
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CITY OF GOSHEN LEGAL DEPARTMENT
Donald R. Shuler, Assistant City Attorney

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August 13, 2026

To: Board of Public Works and Safety

From: Don Shuler, Assistant City Attorney

Subject: Deed of Dedication / Transfer of 65753 State Road 15

It is recommended the Board authorize the execution and acceptance of the Deed of Dedication for twenty (20) feet of right-of-way at 65753 State Road 15, Goshen, Indiana. The purpose of the Deed of Dedication is to secure the right-of-way in case of any further expansion of State Road 15. This dedication is companion to the Deed of Dedication by the Goshen Redevelopment Commission for the adjacent property at 65735 State Road 15, to be accepted by the Board.

It is further recommended the Board adopt Resolution 2026-16 transferring 65753 State Road 15, less the dedicated right-of-way, to the Goshen Redevelopment Commission for purposes of disposal. Following the dedication and transfer, the Goshen Redevelopment Commission will issue a Request for Proposals for the sale of 65753 State Road 15 along with 65735 State Road 15.

Suggested Motions:

1. Move to authorize the Mayor to execute the Deed of Dedication for public right-of-way at 65753 State Road 15, Goshen.
2. Move to adopt Resolution 2026-16 transferring 65753 State Road 15 to the Goshen Redevelopment Commission for purposes of disposal, and authorize the Mayor to execute the transfer deed.

Deed of Dedication

THIS INDENTURE WITNESSETH, that City of Goshen, Indiana, a municipal corporation and political subdivision of the State of Indiana ("Grantor"), dedicates and conveys to the City of Goshen, Indiana, a municipal corporation and political subdivision of the State of Indiana, whose mailing address is 202 South Fifth Street, Goshen, Indiana 46528, for no consideration, real estate situated in Elkhart County, State of Indiana, as more particularly described in the legal description attached as Exhibit A for public right-of-way purposes, including, but not limited to the placement and maintenance of a public road and public utilities.

The public right-of-way is part of the real estate more commonly known as 65753 State Road 15, Goshen, Indiana, and part of Parcel Number 20-11-28-477-008.000-014.

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

IN WITNESS WHEREOF, the undersigned has executed this Deed of Dedication on August 13, 2026.

CITY OF GOSHEN, INDIANA

By: _____
Gina M. Leichty, Mayor

STATE OF INDIANA)
) SS:
COUNTY OF ELKHART)

Before me the undersigned, a Notary Public in and for said County and State, personally appeared Gina M. Leichty, Mayor of the City of Goshen, Indiana, a municipal corporation and political subdivision of the State of Indiana, and acknowledged execution of the foregoing instrument for and on behalf of the City of Goshen for the uses and purposes therein mentioned and that she was authorized to do so.

WITNESS my hand and notarial seal.

Notary Public

Acceptance

The City of Goshen, Indiana, by the Goshen Board of Public Works and Safety, acknowledges the receipt of this Deed of Dedication from City of Goshen, Indiana, a municipal corporation and political subdivision of the State of Indiana, and accepts the same on August 13, 2026.

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

Gina M. Leichty, Mayor

STATE OF INDIANA)
) SS:
COUNTY OF ELKHART)

Before me the undersigned, a Notary Public in and for said County and State, personally appeared Gina M. Leichty, Mayor of the City of Goshen, Indiana on behalf of the Goshen Board of Public Works and Safety this August 13, 2026, and acknowledged execution of the foregoing instrument.

WITNESS my hand and notarial seal.

Notary Public

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

The East 20 feet of the following described parcel:

Lot Numbered Thirty-two (32) and a strip of land Twenty (20) feet in width by parallel lines and full width off the North side of Lot Number Thirty-one (31) as the said Lot is known and designated on the recorded Plat of SUNNY ACRES SUBDIVISION; said Plat being recorded in Plat Book 3, page 147, in the Office of the Recorder of Elkhart County, Indiana.

RESOLUTION 2026-16

Authorizing Transfer of 65753 State Road 15 Real Estate

WHEREAS, the City of Goshen, Indiana acquired title to the Real Estate generally located at 65753 State Road 15, Goshen, Indiana by Warranty Deed dated August 11, 2014, and recorded September 19, 2014 as Instrument Number 2014-17906 in the Office of the Recorder of Elkhart County, Indiana, from Mario Calderon and Leticia Caldron, husband and wife;

WHEREAS, the Goshen Board of Public Works and Safety desires to transfer said Real Estate and control thereof to the Goshen Redevelopment Commission to be held and disposed of under Indiana Code § 36-7-14-22.

NOW, THEREFORE, BE IT RESOLVED that the Goshen Board of Public Works and Safety authorizes the transfer and control of 65753 State Road 15 Real Estate to the Goshen Redevelopment Commission.

PASSED and ADOPTED on August 13, 2026.

Gina M. Leichty, Mayor

Michael Landis, Member

Mary Nichols, Member

Barb Swartley

Orv Myers

Deed

THIS INDENTURE WITNESSETH, that City of Goshen, Indiana, a municipal corporation and political subdivision of the State of Indiana ("Grantor"), conveys and warrants to the City of Goshen, Department of Redevelopment, for no consideration, the following real estate located in Elkhart County, State of Indiana, and as more particularly described as follows:

Lot Numbered Thirty-two (32) and a strip of land Twenty (20) feet in width by parallel lines and full width off the North side of Lot Number Thirty-one (31) as the said Lot is known and designated on the recorded Plat of SUNNY ACRES SUBDIVISION; said Plat being recorded in Plat Book 3, page 147, in the Office of the Recorder of Elkhart County, Indiana.

The undersigned certifies that she is duly authorized and empowered to execute this Warranty Deed for and on behalf of the City of Goshen, Indiana, and that all proper resolutions have been made with regard to such authority.

IN WITNESS WHEREOF, the Grantor has executed this Deed on August 13, 2026.

CITY OF GOSHEN, INDIANA

By: _____
Gina M. Leichty, Mayor

STATE OF INDIANA)
) SS:
COUNTY OF ELKHART)

Before me the undersigned, a Notary Public in and for said County and State, personally appeared Gina M. Leichty, Mayor of the City of Goshen, Indiana, and acknowledged execution of the foregoing instrument on August 13, 2026 for and on behalf of the City of Goshen for the uses and purposes therein mentioned and that she was authorized to do so.

WITNESS my hand and notarial seal.

Notary Public

Mail Tax Statements:
City of Goshen Redevelopment
c/o Clerk-Treasurer
202 South Fifth Street
Goshen, Indiana 46528

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



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

August 13, 2026

To: Board of Public Works and Safety

From: Don Shuler, Assistant City Attorney

Subject: Acceptance of Deed of Dedication from Goshen Redevelopment Commission

It is recommended the Board accept the attached Deed of Dedication from the Goshen Redevelopment Commission for twenty (20) feet of right-of-way at 65735 State Road 15, Goshen, Indiana. Following acceptance and recording of the Deed of Dedication, the Goshen Redevelopment Commission will be issuing Request for Proposals for the sale of the Real Estate at 65735 State Road 15 along with 65753 State Road 15. The purpose of the Deed of Dedication is to secure the right-of-way in case of any further expansion of State Road 15.

Suggested Motion:

Move to accept the Deed of Dedication for public right-of-way from the Goshen Redevelopment Commission, and authorize the Mayor to execute the acceptance.

Deed of Dedication

THIS INDENTURE WITNESSETH, that City of Goshen for the Use and Benefit of its Department of Redevelopment, a municipal corporation and political subdivision of the State of Indiana ("Grantor"), dedicates and conveys to the City of Goshen, Indiana, a municipal corporation and political subdivision of the State of Indiana, whose mailing address is 202 South Fifth Street, Goshen, Indiana 46528, for no consideration, real estate situated in Elkhart County, State of Indiana, as more particularly described in the legal description attached as Exhibit A for public right-of-way purposes, including, but not limited to the placement and maintenance of a public road and public utilities.

The public right-of-way is part of the real estate more commonly known as 65735 State Road 15, Goshen, Indiana, and part of Parcel Number 20-11-28-477-007.000-014.

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

IN WITNESS WHEREOF, the undersigned has executed this Deed of Dedication on August 11, 2026.

CITY OF GOSHEN, INDIANA
for the use and benefit of its Department of Redevelopment

By: _____
Brian Garber, President
Goshen Redevelopment Commission

Attested: _____
Jonathan Graber, Secretary
Goshen Redevelopment Commission

STATE OF INDIANA)
) SS:
COUNTY OF ELKHART)

Before me the undersigned, a Notary Public in and for said County and State, personally appeared Brian Garber, President, and Jonathan Graber, Secretary of the Goshen Redevelopment Commission, and on behalf of the City of Goshen, Indiana for the use and benefit of its Department of Redevelopment, acknowledged that in said capacity each executed the foregoing instrument for and on behalf of the City of Goshen for the use and benefit of its Department of Redevelopment, for the uses and purposes therein mentioned and that each was authorized to do so.

WITNESS my hand and notarial seal.

Notary Public

Acceptance

The City of Goshen, Indiana, by the Goshen Board of Public Works and Safety, acknowledges the receipt of this Deed of Dedication from City of Goshen, Indiana, for the use and benefit of its Department of Redevelopment, and accepts the same on August 13, 2026.

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

Gina M. Leichty, Mayor

STATE OF INDIANA)
) SS:
COUNTY OF ELKHART)

Before me the undersigned, a Notary Public in and for said County and State, personally appeared Gina M. Leichty, Mayor of the City of Goshen, Indiana on behalf of the Goshen Board of Public Works and Safety this August 13, 2026, and acknowledged execution of the foregoing instrument.

WITNESS my hand and notarial seal.

Notary Public

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

The East 20 feet of the following described parcel:

Lot Number Thirty-three (33) in Sunny Acres Subdivision located in the Southeast corner of Section Twenty-eight (28) and in the Southwest corner of Section Twenty-seven (27), Elkhart Township; said Plat being recorded in Plat Book 3, page 147 in the Office of the Recorder of Elkhart County, Indiana.



Legal Department, CITY OF GOSHEN

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

Phone (574) 537-3820 • Fax (574) 537-3817 • TDD (574) 534-3185

www.goshenindiana.org

June 23, 2026

To: Board of Public Works and Safety

From: Christina M. Bonham, Paralegal

Subject: Community Service Partnership Agreement – Goshen Chamber of Commerce

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

The City seeks to enter into an agreement with Goshen Chamber of Commerce for Fifty Thousand Dollars (\$50,000) to support Economic Development and Tourism for the City of Goshen.

Suggested Motion:

I move that the City of Goshen approve the agreement with Goshen Chamber of Commerce for Fifty Thousand Dollars (\$50,000) to support Economic Development and Tourism for the City of Goshen and authorize Mayor Leichty to execute the agreement.

**COMMUNITY SERVICE
PARTNERSHIP AGREEMENT**

With Chamber of Commerce of Goshen, Indiana, Inc.
To Provide Economic Development and Tourism Support for the City of Goshen

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

1. Purpose of this Agreement; Funds Award.

A. The purpose of this Agreement is to enable the City to award funds, in the amount of Fifty Thousand Dollars (\$50,000), to the Partner in support of the Economic Development and Tourism for the City described in more detail in Partner’s Community Services Partnership Application, incorporated herein by reference (the “Project”).

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

2. Representations and Warranties of the Partner.

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

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

3. Implementation of and Reporting on the Project.

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

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

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

5. Funding.

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

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

6. Payment of Claims.

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

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

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

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

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

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

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

9. Compliance with Laws.

A. The Partner shall comply with all applicable federal, state and local laws, rules, regulations and ordinances. The enactment or modification of any applicable state or federal

statute or the promulgation of rules or regulations thereunder after execution of this Agreement shall be reviewed by the City and the Partner to determine whether the provisions of this Agreement require formal modification.

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

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

D. As required by I.C. § 5-22-3-7:

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

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

- (i) I.C. 24-4.7 [Telephone Solicitation of Consumers];
- (ii) I.C. 24-5-12 [Telephone Solicitations]; or
- (iii) I.C. 24-5-14 [Regulation of Automatic Dialing Machines];

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

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

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

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

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

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

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

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

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

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

Verify program. The Partner shall maintain this certification throughout the duration of the term of a contract with a contractor.

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

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

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

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

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

14. Contracting with Relatives.

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

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

A. Notices to the City shall be sent to:

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

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

Chamber of Commerce of Goshen, Indiana, Inc
Attn: Nick Kieffer, President
232 S. Main Street
Goshen, IN 46526
nkieffer@goshen.org

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

17. Termination for Breach.

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

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

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

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

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

CITY:

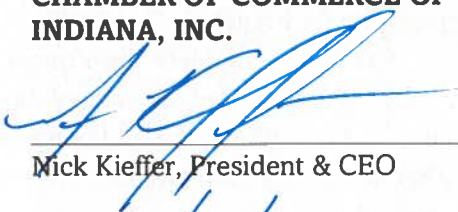
CITY OF GOSHEN, INDIANA

Gina Leichty, Mayor

Date: _____

PARTNER:

**CHAMBER OF COMMERCE OF GOSHEN,
INDIANA, INC.**



Nick Kieffer, President & CEO

Date: 7/10/2026

From: [Nick Kieffer](#)
To: [CommunityRelations](#)
Subject: New submission from Community Partnership Application
Date: Wednesday, November 12, 2025 1:00:01 PM

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

Date

11/12/2025

Organization

Goshen Chamber of Commerce

Address

232 S. Main St
Goshen, Indiana 46526
United States
[Map It](#)

Contact Person

Nick Kieffer

Email

nkieffer@goshen.org

Project Title

Tourism & Economic Development Partnership

Amount Requested

\$50,000.00

Website

<https://www.goshen.org>

Additional Organizational Information

The Goshen Chamber is a nonprofit business association made up of businesses and organizations in and service the Goshen Area. We are governed by a volunteer Board of Directors, made up of the membership. The Chamber of Commerce is led by a president and CEO, which reports directly to the Board of Directors. The Goshen Chamber has staff and volunteers to help carry out the functions and duties needed to fulfill our mission.

Additional Organizational Information Continued

Mission Statement
"To Champion Our Community's Business Future"

Vision Statement
The Goshen Chamber will be a strong organization by adding value to all businesses through a strong partnership with Education and Government Leaders. Creating a business environment that will result in an inclusive community where businesses thrive, and people want to live.

Values Statement

The Goshen Chamber of Commerce believes that stronger communities are built through diverse and thriving businesses. This is accomplished through supporting all businesses by advocating, connecting, developing, and keeping businesses informed. Our work is guided by the following core values:

Integrity
Respect
Collaboration
Valuing All Businesses
Results Driven

Years in operation

Established in 1954

Number of full-time paid staff

1.5

Number of volunteers

75+

List of Board Members

2026 Chamber Board of Directors

2026 Executive Committee

Rafael Barahona LIGHTBOX Immediate Past Chair

Michel Alvarez Centier Bank Board Chair

Andy Nesbitt Nuway Construction Treasurer

Michelle Adams Kruggel Lawton CPAs Secretary

Nick Kieffer Goshen Chamber of Commerce President & CEO

2026 Board of Directors

Dan Nafzinger, Goshen Health

Rocio Diaz, Goshen College

Ken Hochstetler, Everence Financial

Donny Klotz, Lippert

Steven J. Olsen, Yoder Ainlay Ulmer & Buckingham, LLP

Cristian Robles Gomez, Revolutionary Soccer Training

Jesse Sensenig, Goshen Brewing Company

Kate Steury, Shirley's Gourmet Popcorn Company

Jeremy Stutsman, Lacasa, Inc.

Zac Parr, Lassus Brothers Oil, Inc.

Describe how the funds were utilized

We produce Visitor Guides, Tourism Guides, Community Guides that are distributed not only throughout Goshen, but throughout the State of Indiana through several delivery means. We contract with the Indiana Small Business Development Center for business counseling for anyone in Goshen looking to start or grow their business. We work with partners to put on and promote downtown shopping and patronage. And we allocate funds for the marketing of Goshen through many media channels. We work with Developers on projects and act as a resource for those projects to help alleviate time City staff might have to spend on projects.

How was the City recognized as a Partner?

With the partnership with the City of Goshen, the Chamber recognizes the City not only as an active member of the Goshen Chamber, but also as a Diamond Sustaining Member of the Chamber. As a Diamond Member, the City's logo is prominently displayed on our letterhead, publications, mailings, website, and more.

Proposed Project Description

The City of Goshen and the Goshen Chamber of Commerce have had a long-standing relationship regarding efforts in Economic Development and Tourism for the City of Goshen. The Goshen Chamber devotes resources to the dissemination of information concerning the industrial, commercial, governmental, educational, and recreational advantages of Goshen to prospective businesses and developers and to the recruitment and expansion of the commerce and industry in Goshen. We work together with the City of Goshen to develop and promote a balanced economy and pursuing economic growth downtown and throughout Goshen, consistent with the City of Goshen and the comprehensive plan. The Goshen Chamber continues to provide support to the downtown business community, consistent with past reports and plans, devoting staff time in many areas for downtown vitality. The Goshen Chamber works on these issues on an ongoing daily basis and responds to the needs of the business community at a rapid pace. Promoting and attracting tourism is another part of the economic development puzzle. The Goshen Chamber provides resources and staff time devoted to promoting Goshen to residents throughout Indiana and beyond. The dollars requested are matched by the Goshen Chamber of Commerce, which is funded by the Goshen business community, to continue the growth and prosperity of not only Goshen, but the business community as well.

Community needs or problems to be addressed

Economic Development, Tourism, Housing needs, Industrial and Commercial Development, Serving Business needs,

Population or area to be served

The City of Goshen. All residents in some form are touched by the partnership work we do

Person(s) responsible to complete the work

Nick Kieffer, President & CEO
Goshen Chamber Staff
Goshen Chamber Board of Directors
Goshen Chamber Ambassadors
Goshen Chamber Volunteers

Start Date

01/01/2026

End Date

12/31/2026

Goals:

The work on these areas are worked on daily by the Goshen Chamber throughout the year. Materials are produced and distributed, meetings are organized and executed, programs are developed and implemented, all at various times throughout the year. Economic Development can be allusive at times to pinpoint exact measurements, but the continued success of the downtown, industrial land and growth, expansion of our commercial space availability, and growth in our housing needs. Other areas are increased awareness from a Tourism standpoint, so working with our hoteliers in increasing occupancy rates within Goshen.

What date do you anticipate need these funds?

05/29/2026

Describe how grant funds will be utilized

The grant funds from the City of Goshen go towards and expands the funds the Goshen Chamber allocates towards Tourism, Economic Development, Advertising/Marketing and more. The Goshen Chamber's budget is made up from area businesses and organizations investing dollars to further the

Goshen Chamber's mission, which is to "Champion our Community's Business Future." As stated in years past, the promotion of our business community, the promotion of our tourism amenities, the promotion of the many great programs we have in Goshen not only the residents of Goshen, but to reach far beyond the City limits are where these funds are directed too.

How will the project meet one of more objectives

The City of Goshen and the Goshen Chamber of Commerce have long worked together on the City's Comprehensive Plan. There are many overlapping areas in which the City of Goshen and the Chamber of Commerce work to meet goals and objectives laid out in the plan. Several of the Initiatives in the plan state "working with the Chamber", and the Goshen Chamber sincerely appreciates the City's willingness to work with the business community on these topics. Some of the objective related to the plan are: Housing Development, Beautify Goshen Week, Economic Development, Travel and Tourism, and Downtown Development. The parts of the plan that this grant directly addresses is E1-1, E1-3, E3-1, E3-2, E3-3, E3-4, E3-5, E3-6, E3-7, E6-3, E8-2, E8-3. The Goshen Chamber is proud of the many years of collaboration with the City of Goshen in these areas and which to continue to partner with the City to make Goshen at truly Uncommonly Great place to be.

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

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

Upload list of previous years sponsors (PDF)

- [Chamber-Member-Report.pdf](#)

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

- [Goshen-H.S.-Leadership-Class-at-Third-House.jpg](#)
- [20250307_081433.jpg](#)
- [Board-and-Mayor.jpg](#)

Upload current fiscal year budget for your organization

- [Copy-of-Chamber-Budget-Form.xlsx](#)

Applicant Signature

Signature Image



Date

11/12/2025



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

August 13, 2026

To: Board of Public Works and Safety

From: Christina M. Bonham, Paralegal

Subject: Agreement with Goshen Floor Mart for Installation of Carpet in the Goshen Utilities Billing Office

It is recommended that the Board approve and authorize Mayor Leichty to execute the attached Agreement with Goshen Floor Mart to allow the City to enter into an Agreement for the installation of carpet in the Goshen Utilities Billing Office located at 203 S. 5th Street.

The total cost for the carpet installation will be Seven Thousand Nine Hundred Nineteen Dollars and 03/100 (\$7,919.03).

Suggested Motion:

Approve and authorize Mayor Leichty to execute the attached Agreement with Goshen Floor Mart for the installation of carpet in the Goshen Utilities Billing Office located at 203 S. 5th Street.

AGREEMENT WITH GOSHEN FLOOR MART CORP. FOR INSTALLATION OF CARPET IN UTILITIES BUILDING

THIS AGREEMENT is entered into on _____, 2026, which is the date of the last signature set forth on the signature page, by and between **Goshen Floor Mart Corp.** ("Contractor"), whose mailing address is 65669 U.S. 33, Goshen, IN 46526, and **City of Goshen, Indiana** ("City"), a municipal corporation and political subdivision of the State of Indiana acting through the Goshen Board of Public Works and Safety.

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

Section 1. Component Parts of this Agreement

- (A) This Agreement shall include these terms and conditions, as well as the terms and conditions set forth in the Contractor's Proposal dated August 5, 2026.
- (B) Any inconsistency or ambiguity in this Contract shall be resolved by giving precedence in the following order:
 - (1) This Agreement, and Amendments; and
 - (2) Contractor's Proposal dated August 5, 2026.

Section 2. Scope of Services

Contractor shall provide City the services for the installing carpet at the Utilities Building located at 203 S. 5th Street, which services are more particularly described in Contractor's August 5, 2026, proposal attached as Exhibit A (hereinafter referred to as "Duties"). In the event of any conflict between the terms of this agreement and the terms contained in the proposal attached as Exhibit A, the terms set forth in this agreement shall prevail.

Section 3. Effective Date; Term

- (A) The agreement shall become effective on the day of execution and approval by both parties.
- (B) Contractor acknowledges that time is of the essence and that the timely performance of its Duties is an important element of this agreement. Contractor shall perform all Duties as expeditiously as is consistent with professional skill and care in the orderly progress of the Duties.
- (C) Contractor shall commence the Duties once this Agreement has been executed by both parties and Contractor has arranged scheduling with Goshen Parks and Recreation Department.

Section 4. Compensation

City agrees to compensate Contractor the sum of Seven Thousand Nine Hundred Nineteen Dollars and 03/100 (\$7,919.03) for performing all Duties.

Section 5. Payment

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

City of Goshen
c/o Goshen Parks & Recreation Department
410 W. Plymouth Ave.
Goshen, IN 46526
Email is also acceptable at tanyaheyde@goshencity.com

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

Section 6. Licensing/Certification Standards

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

Section 7. Independent Contractor

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

Section 8. Non-Discrimination

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

Section 9. Employment Eligibility Verification

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

Section 10. Contracting with Relatives

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

Section 11. No Investment Activities in Iran

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

Section 12. Indemnification

Contractor shall indemnify and hold harmless the City of Goshen and City's agents, officers, and employees from and against any and all liability, obligations, claims, actions, causes of action,

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

Section 13. Insurance

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

Section 14. Force Majeure

- (A) Except for payment of sums due, neither party shall be liable to the other or deemed in default under this contract if and to the extent that such party's performance under this contract is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the party and could not have been avoided by exercising reasonable diligence. Examples of force majeure are natural disasters or decrees of governmental bodies not the fault of the affected party.
- (B) If either party is delayed by force majeure, the party affected shall provide written notice to the other party immediately. The notice shall provide evidence of the force majeure event to the satisfaction of the other party. The party shall do everything possible to resume performance. If the period of non-performance exceeds thirty (30) calendar days, the party

whose ability to perform has not been affected may, by giving written notice, terminate the contract and the other party shall have no recourse.

Section 15. Default

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

Section 16. Termination

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

Section 17. Notice

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

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

Contractor: Goshen Floor Mart Corp.
65669 U.S. 33
Goshen, IN 46526

Section 18. Subcontracting or Assignment

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

Section 19. Amendments

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

Section 20. Waiver of Rights

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

Section 21. Applicable Laws

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

Section 22. Miscellaneous

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

Section 23. Severability

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

Section 24. Binding Effect

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

Section 25. Entire Agreement

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

Section 26. Authority to Execute; Counterparts and Electronic Signatures.

- (A) The undersigned affirm that all steps have been taken to authorize execution of this Agreement, and upon the undersigned's execution, bind their respective organizations to the terms of the Agreement
- (B) This Agreement may be executed in two or more counterparts, each of which shall be taken to be one and the same document, with the same effect as if the parties hereto had signed the same signature page. An electronic copy of any party's signature shall be deemed as legally binding as the original signatures.

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

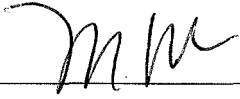
City of Goshen, Indiana

Goshen Board of Public Works and Safety

Goshen Floor Mart Corp.

Gina M. Leichty, Mayor

Date Signed: _____



Printed: Marc Masness

Title: President

Date Signed: 8/11/2026



EXHIBIT A

Estimate

Date	Estimate #
8/5/2026	14353

Name / Address
City Of Goshen 203 South 5th Street Goshen, IN 46528-3713

Job: Utility Office
City Of Goshen 203 South 5th Street Goshen, IN 46528-3713

P.O.: BL Carpet

Description	Qty	Rate	Total
Pentz/Chivalry 26 oz/Honor - SPECIAL ORDER () 12x (Upstairs & 3-4 Stairways) 12x133'6"	1,602	2.39	3,828.78
Freight Charge (Special Orders)		50.00	50.00
ARDEX (10# bag)	5	34.99	174.95
3/8" Felt Pad	1,602	0.75	1,201.50
Labor: Remove/Dispose Carpet	1,602	0.55	881.10
Labor: Remove/Dispose Carpet On Steps		100.00	100.00
Labor: Regular Step/Riser Install	33	9.00	297.00
Labor: Wrapped Step	2	12.00	24.00
Labor: Carpet Install	1,602	0.85	1,361.70
LEGAL DISCLAIMER: Unless specified otherwise above, prices do not include moving any furniture and/or electronics. All areas are expected to be clear of obstacles at the time of installation. Buyer understands that there may be a dye-lot variation from sample. Seller is not responsible for chips, dents or conditions of existing mouldings, doors, jambs or fixtures. Seller is not responsible for cutting doors. Seller is not responsible for customers measurements. Seller is not responsible for manufacturer or shipping delays. Seller is not responsible for any structural modifications and/or repairs such as wood subfloors or concrete at the job site. Unforeseen structural problems may compromise the integrity of the new flooring installed. No returns on Special Orders and/or Clearance Close Out items. Note: Once selections have been finalized and approved, a deposit of 50% would be required to activate the order and schedule installation. This estimate does not guarantee that stock will be available at the time the order is placed. Prices are subject to change based on availability. Estimate is good for 15 days from the estimate date. ph. #574-206-3111 Jeff Halsey*			

Total	\$7,919.03
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**Engineering Department
CITY OF GOSHEN**

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

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

Memorandum

To: Goshen Board of Public Works and Safety

From: Goshen Engineering

RE: **STEURY AVENUE & LINCOLN AVENUE RECONSTRUCTION & DRAINAGE
IMPROVEMENTS – CHANGE ORDER NO. 10 (JN: 2019-0046)**

Date: August 13, 2026

A constructability issue is being addressed in Change Order No. 10. The issue detailed in the attached Exhibit addresses the significant amount of water seeping from the slope of GDC's north parking lot into the new roadway. Continued infiltration of water will result in premature failure of the roadway pavement. To remedy this, Niblock has proposed installation of 154 lineal feet of French Drain to intercept the water and convey it to the adjacent storm structures.

Goshen Engineering requests that the Board of Public Works and Safety approve Change Order No. 10 for \$14,168.00. This change, along with previous changes, increases the value of the contract by 4.97%. The change order was reviewed and approved by the Goshen Redevelopment Commission at their August 11, 2026 meeting.

Suggested Motion: Move to approve Change Order No. 10 in the amount of \$14,168.00 to include French Drain installation to alleviate persistent groundwater issues.

CHANGE ORDER FORM

Pg 1 of 3

Change Order No. 10

Date: 8/11/2026

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

OWNER: City of Goshen

PROJECT NAME: Steury Avenue and Lincoln Avenue Reconstruction Project

PROJECT NUMBER: 2019-0046

CONTRACTOR: Niblock Excavating, Inc.

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

A constructability issue is being addressed in Change Order No. 10. The issue detailed in the attached Exhibit addresses the significant amount of water seeping from the slope of GDC's north parking lot into the new roadway. Continued infiltration of water will result in premature failure of the roadway pavement. To remedy this, Niblock has proposed installation of 154 lineal feet of French Drain to intercept the water and convey it to the adjacent storm structures.

Furnish and Install French Drain	154 LFT	@ \$92.00	-----	\$14,168.00
NOTE: This includes cutting down shoulders where necessary				

Subtotal= \$14,168.00

CHANGE ORDER FORM

Pg 2 of 3

Change Order No. 10

II. ADJUSTMENTS IN AMOUNT OF CONTRACT

1. Amount of original contract	\$9,097,758.00
2. Net (Addition/ Reduction) due to all Previous Contract Supplements Numbers 1 to <u>9</u>	\$437,981.50
3. Amount of Contract, not including this supplement	\$9,535,739.50
4. Addition/ Reduction to Contract due to this supplement	\$14,168.00
5. Amount of Contract, including this supplemental	\$9,549,907.50
6. Total (Addition/ Reduction) due to all Change Orders (Line 2 + Line 4)	\$452,149.50
7. Total percent of change in the original contract price Includes Change Order No. 1 to <u>10</u> (Line 6 divided by Line 1)	4.97%

III. CONTRACT SUPPLEMENT CONDITIONS

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

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

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

CHANGE ORDER FORM

Pg. 3 of 3

Change Order No. 10

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

RECOMMENDED FOR ACCEPTANCE

Brad Minnick, P.E.
City Civil Engineer

ACCEPTED: REDEVELOPMENT
CITY OF GOSHEN, INDIANA

BY:

Becky Hutsell, Redevelopment Director

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

Mayor

Member

Member

Member

Member

ACCEPTED: CONTRACTOR

BY:

Signature of authorized representative

Printed

Title

CHANGE ORDER REQUEST

Niblock Excavating, Inc.
PO BOX 211
906 MAPLE STREET
BRISTOL, INDIANA 46507
574-848-4437
574-848-4575

PROPOSAL SUBMITTED City of Goshen		PHONE 1-574-232-8700	DATE August 8, 2026
STREET 204 E. Jefferson St Suite #1		JOB NAME Steury Avenue and Lincoln Avenue Reconstruction and Drainage Improvements	
CITY, STATE and ZIP CODE Goshen, IN 46528		JOB LOCATION Steury, Lincoln, and Steury intersection	
ATTENTION: Sunday Vanzille	DATE OF PLANS March 7, 2024	RE: Proposed French Drain at base of slope Sta 120+59 Rt and 122+13 Rt	

Sunday,

Now that Niblock has progressed with construction down Steury Avenue, we have observed a significant amount of water seeping from the slope in GDS's north parking lot. Due to the volume of groundwater being encountered during the installation of the sanitary sewer and other utilities along Steury Avenue, as well as the proposed slope construction over this area, Niblock believes this seepage should be addressed.

As you are aware, the city has approved the installation of a French drain along the base of the slope between Station 122+59 RT and Station 123+13. The French drain will be constructed using 6-inch PVC SDR-35 perforated pipe and will be connected to the 12-inch storm sewer laterals from Structures #61 and #64 using 12-inch x 6-inch "T" fittings and 6-inch PVC 45-degree bends.

The trench will be wrapped with Mirafi geotextile fabric and backfilled with #8 aggregate. The top of the trench will be protected with wrapped Mirafi geotextile prior to construction of the proposed slope.

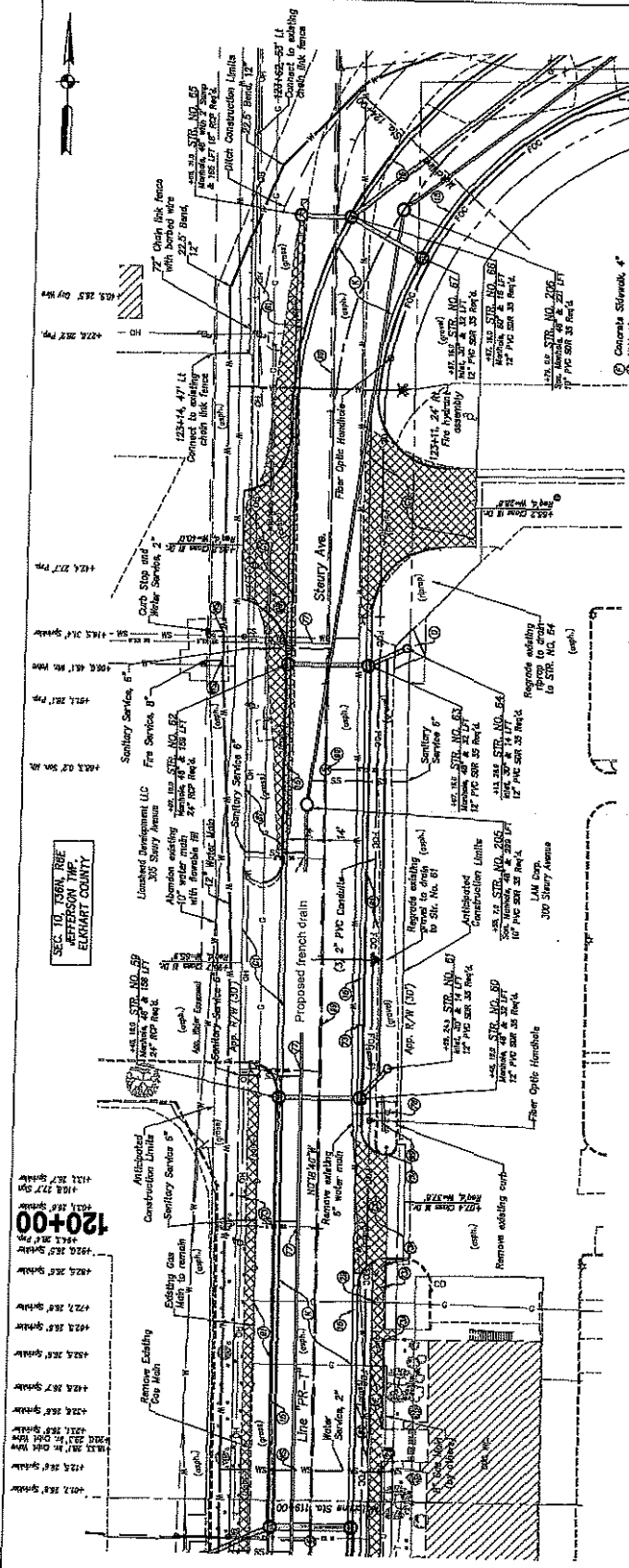
Per the City's request, Niblock hereby submits this proposal for review and approval.

Description	Qty	Unit	Unit \$	Total
French Drain	154 LFT		\$ 92.00	\$ 14,168.00

NOTES:

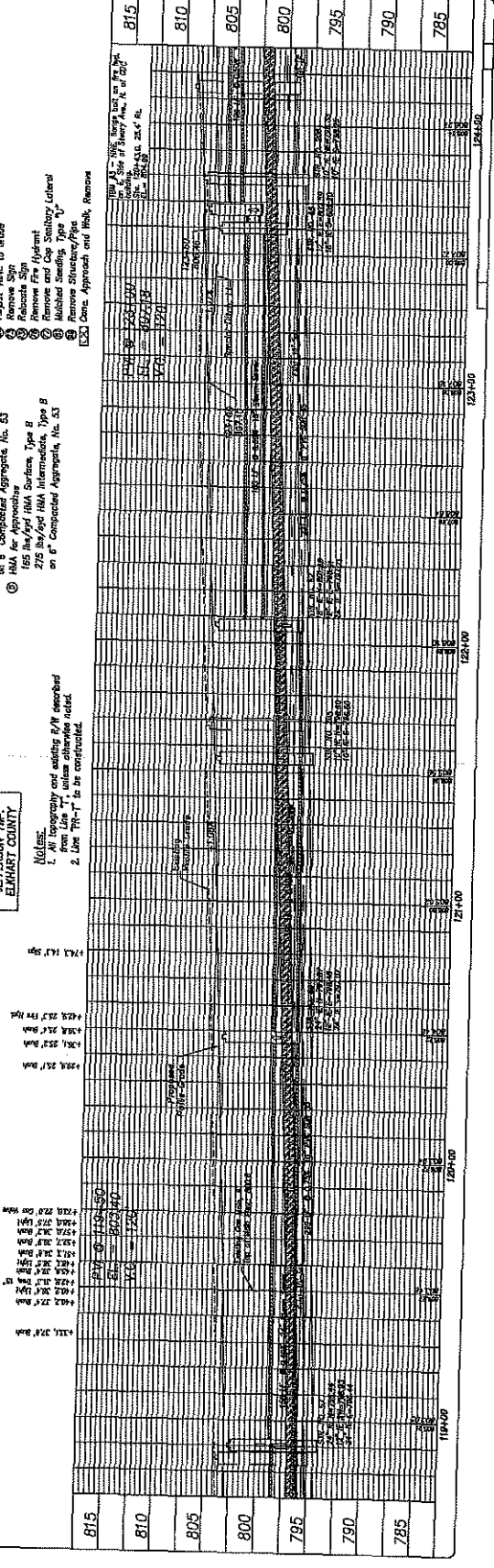
Includes allowable contractor mark up.

All material is guaranteed to be a. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from the above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.	AUTHORIZED SIGNATURE <u>Marcus King</u> Marcus King, Project Manager
	Note: We may withdraw this proposal if not accepted within <u>thirty</u> days.
Acceptance of proposal- The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.	Signature _____



- LEGEND**
- ① Compacted Subgrade, 4"
 - ② HMA Pavement, See Typical Section
 - ③ Concrete Curb, 4" x 6"
 - ④ Adjust Vane to Grade
 - ⑤ Remove Sign
 - ⑥ Relocate Sign
 - ⑦ Remove and Replace Sanitary Lateral
 - ⑧ Relocate Sanitary Lateral
 - ⑨ Relocate Sanitary Lateral
 - ⑩ Concrete Approach and R/W, Remove
- NOTES:**
1. All topography and existing R/W described on 19-0616 to be maintained.
 2. Use 19-0616 to be maintained.

SEC. 10, 136N. R1E
JEFFERSON TWP.
ELKHART COUNTY



SEC. 10, 136N. R1E
JEFFERSON TWP.
ELKHART COUNTY