



City of Goshen Board of Public Works & Safety

Regular Meeting Agenda

4:00 p.m., AUGUST 6, 2026

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

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

Call to Order by Mayor Gina Leichty

Approval of Minutes: July 23 and July 30, 2026 meetings

Approval of Agenda

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.

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+

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

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

Privilege of the Floor

Approval of Civil City and Utility Claims

Adjournment



CITY OF GOSHEN BOARD OF PUBLIC WORKS & SAFETY
MINUTES OF THE JULY 23, 2026 MEETING
Convened in the Goshen Police Building, 111 East Jefferson St., Goshen, Indiana

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

Absent: None

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

REVIEW/APPROVE MINUTES: Mayor Leichty presented the minutes of the July 2, 2026 meeting as prepared by the Clerk-Treasurer. **Board member Orv Myers made a motion to approve the minutes. Board member Mary Nichols seconded the motion. The motion passed 5-0.**

REVIEW/APPROVE AGENDA: Mayor Leichty presented the agenda as prepared by the Clerk-Treasurer. **Board member Myers made a motion to approve the agenda as presented. Board member Nichols seconded the motion. The motion passed 5-0.**

1) First Light Mission presentation: Awarding of the championship trophy to the Goshen Police Department for winning First Light's Second Annual "Homerun for Homeless" softball tournament fundraiser

Mindy Morehead, Executive Director of the First Light Mission in Goshen, presented the championship trophy to the Goshen Police Department for winning First Light's Second Annual Homerun for Homeless softball tournament fundraiser at Cook Station Park in Millersburg on July 18, 2026.

Mayor Leichty invited **Police Chief Andy Stephenson** and five officers present who participated in the tournament to come forward to receive the trophy.

Moorehead said the Goshen Police team won all four of its games. **Mayor Leichty** congratulated the team for the victory and First Light for its successful fund-raising event.

First Light Mission provides a place of refuge and fresh starts for the homeless families in crisis by providing resources and temporary shelter in partnership with congregations and the community. Its vision is to "empower and equip singles and families experiencing homelessness to find stability through sustainable housing solutions and life skills that allow them to thrive in all areas of life."

2) Police Department request: Approve the promotions of Officer Noah Kiessling and Ever Gutierrez-Franco from the position of Probationary Police Officer to the rank of Police Officer

Police Chief Andy Stephenson asked the Board to approve the promotions of **Officer Noah Kiessling** and **Officer Ever Gutierrez-Franco** from the position of Probationary Police Officer to the rank of Police Officer, retroactive to July 7, 2026 (for Officer Kiessling) and July 14, 2026 (for Officer Gutierrez-Franco).

Chief Stephenson said Officers Kiessling and Gutierrez-Franco have successfully completed their 12-month probationary periods. He added that Officers Kiessling and Gutierrez-Franco have "consistently demonstrated professionalism and commitment to the safety of the residents of Goshen, and to the values and mission of the Goshen Police Department. Their performance has met or exceeded all expectations."

Myers/Nichols made a motion to approve the promotions of Officers Noah Kiessling and Gutierrez-Franco from the position of Probationary Police Officer to the rank of Police Officer, retroactive to July 7, for Officer Kiessling and July 14 for Officer Gutierrez-Franco. The motion passed 5-0.

After the Board's approval, Mayor Leichty swore in Noah Kiessling and Ever Gutierrez-Franco into office as a Goshen Police Officers.



3) Riding to Remember request: Approve traffic control for the 28th Annual Riding to Remember Fallen Police Officer, Firefighter, and Veteran Charity Motorcycle Ride, on Sunday, Sept. 13, 2026

Scott D. Carnell, President of Riding to Remember, Inc., requested the City's support for the 28th Annual Riding to Remember motorcycle event on Sept. 13, 2026. He said the motorcycle riders will arrive in Goshen about 2:40 p.m.

Carnell said the ride will start at the Moose Lodge in Elkhart this year because Hoosier Harley Davidson went out of business. The group recently got a permit for the event from the City of Elkhart. This year, like last year, the ride will not be stopping in Goshen because the ceremony to honor fallen Police/Veterans/Firefighters will be held at the Moose Lodge prior to the ride.

Carnell asked for the City Police Department's support in directing traffic through Goshen. He showed **Police Chief Andy Stephenson** and **Fire Chief Anthony Powell** the route and schedule. **Board member Swartley** asked **Carnell** questions about the arrival time and the route, which he clarified.

Myers/Nichols then made a motion to approve City Police Department traffic control for the Riding to Remember even on Sept. 13, 2026, which will arrive in Goshen at 2:40 p.m. Motion passed 5-0.

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

Zachary Dean, P.E., Project Manager for Millstone Contractors, said Milestone Contractors is sealing bridge decks for Elkhart County at various locations throughout the county. He said County Road 17 has two bridges, located over the Elkhart River and CR 45 and the other over US 33.

Dean requested approval from the Board because lane restrictions, signage and traffic control devices would be within the City limits. He said work is anticipated to begin July 27 and remain through Aug. 1, 2026, although weather could alter the work schedule and revised dates would be provided to the City if necessary.

Dean provided the City with the approved Maintenance of Traffic plan.

Myers/Nichols made a motion to approve lane closures for maintenance work on two County Road 17 bridges, July 27 to Aug. 1. Motion passed 5-0.

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

Assistant City Attorney Don Shuler said provided in the agenda packet for the Board's consideration was a First Amendment to Maintenance Agreement with Cherry Creek, LLC, which supplements the developer's obligations under the Economic Development Agreement (EDA), dated Aug. 2, 2023, between the City and Cherry Creek, LLC.

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

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

Myers/Nichols made a motion to approve the First Amendment to Maintenance Agreement with Cherry Creek, LLC as presented and authorize the Mayor to execute the agreement on the City's behalf. Motion passed 5-0.



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

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

Stegelmann said the total cost for the project will be \$1,650.

Board member Swartley asked if the work would be done on the inside or the outside of the building and how the building was being used. **City Superintendent of Parks & Recreation Tanya Heyde** said historically the building has been used for storage and that will continue, but the Environmental Resilience Department also plans to use it to store bicycles and hand tools. And she said the lead paint inspection will be done inside the building.

Myers/Nichols made a motion to approve and authorize Mayor Leichty to execute an agreement with ACM Engineering & Environmental Services for XRF Lead Paint Inspection of the water tower building located at 523 E. Jackson Street. Motion passed 5-0.

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

City Attorney Bodie Stegelmann recommended that the Board approve and authorize Mayor Leichty to execute an agreement with Cathy's Cleaning Service to allow the City to enter into an agreement for cleaning services for the City Maintenance Building, 610 E. Plymouth Ave.

Stegelmann said the cost for this project will break down as follows:

Offices	Location	Weekly Cost	Annual Cost *
Building & Grounds	610 E. Plymouth Ave.	\$45.00	\$2,340*
Maintenance Office			

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

Myers/Nichols made a motion to approve and authorize Mayor Leichty to execute an agreement with Cathy's Cleaning Service for cleaning services for the Maintenance Building located at 610 E. Plymouth Ave. Motion passed 5-0.

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

City Attorney Bodie Stegelmann said the Uniform Conflict of Interest Disclosure Statement provided to the Board was submitted on behalf of **Shane Heeter, an employee of Fire Department**, for acceptance by the Board at a public meeting.

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

Myers/Nichols made a motion to accept the Uniform Conflict of Interest Disclosure Statement submitted by Shane Heeter. Motion passed 5-0.

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



City Civil Engineer Brad Minnick said the pavement of the eastbound lane of Lincoln Avenue was reconstructed in 2020 when the aging water main was replaced, but older pavement remains in the westbound lane. The 2-inch milling and resurfacing on Lincoln Avenue, from the eastern end of the full-depth reconstruction near 930 East Lincoln to Blackport Road, was intended to restore the entire roadway surface, including water main crossings and other utility pavement patches.

Since 2020, however, it has been noted that the full-depth pavement has receded more than anticipated. Considering the presence of more wet and compressible soils in this area, it is anticipated that the roadway will continue to "flex" more than other pavements in the City.

To help prevent cracking from the lower layers of asphalt reflecting into the new surface layer, and in order to provide a more uniform and longer-lasting treatment over both the older and newer pavement sections, a pavement interlayer fabric is to be installed before resurfacing. Change Order No. 9 includes costs for a Petromat Enviro pavement interlayer, which can be placed on the milled surface without a special leveling course.

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

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

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

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

Minnick said the \$104,252.50 change order, along with previous changes, increases the value of the contract by 4.81 percent. Goshen Redevelopment is funding this project and approved Change Order No. 9 on July 14, 2026.

Myers/Nichols made a motion to approve Change Order No. 9 in the amount of \$104,252.50 to include a pavement interlayer and improve drainage along East Lincoln Avenue, improve the storm pipe and outfall at GDC, and install water main by directional drilling methods. Motion passed 5-0.

Mayor Leichty asked **Minnick** to share the good news about East Lincoln Avenue. **Minnick** announced that East Lincoln Avenue reopened this afternoon, due to the cooperative efforts by City departments and Niblock Excavating, in time for the Elkhart County Fair.

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

City Civil Engineer Brad Minnick said Structurepoint performed additional survey work and right-of-way staking during the design and right-of-way clearing phases of the College Avenue Phase 1 project. He said the additional survey involved capturing as-built conditions of the newly installed lift station components and underground utilities, and the right-of-way staking was necessary to mark tree clearing limits.



Minnick said to provide for these costs, Amendment No. 3 will re-allocate unused right-of-way engineering funds within the existing contract. The remainder of the unused funds will be designated for construction phase services. This provides for contingency for unforeseen design services needed during construction.

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

Contract Services Category	Basics	Current Amount	Adjustment	New Total
Survey	Lump Sum	\$65,750	\$4,900	\$70,650.00
Construction Phase	Hourly, NTE	\$12,800	\$12,144	\$24,944.20
Right-of-Way Engineering	Unit, NTE	\$126,660	(17,044.20)	\$109,615.80
TOTAL		\$205,210	\$0.00	\$25,210.00

Minnick said Goshen Redevelopment funds this project and its commission, at its July 14, 2026, meeting approved it and recommended that the Board of Works authorize Amendment No. 3.

Myers/Nichols made a motion to approve and authorize Mayor Leichty to execute Amendment No. 3, having a zero-dollar cost change, for the design contract with Structurepoint to increase the survey and construction phase services fees, and re-allocate unused right-of-way engineering funds, as detailed in the attached Amendment. Motion passed 5-0.

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

City Director of Public Works & Utilities Dustin Sailor said the final inspection of the Parks Maintenance Building project has taken place. He said the infrastructure (asphalt, concrete, sanitary, water and storm system) has been found to meet City standards and specifications. So, **Sailor** recommended that the City of Goshen release the 3-year maintenance bond, which were posted by Nuway Construction for the infrastructure in the amount of \$249,880.04, and accept this project for permanent maintenance.

Myers/Nichols made a motion to approve the release of the 3-year bond in the amount of \$249,880.04 and accept the Parks Maintenance Building project for permanent maintenance. 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 4:26 p.m.

City Fire Chief Anthony Powell said he wanted to notify the public that **Blackport Drive in East Goshen will be closed from 8 p.m. to 11 p.m. during the Elkhart County 4H Fair**. He said that will be done to accommodate the surge of traffic leaving the fairgrounds. He added, "There's a safety concern as people come up to Blackport (Drive) and Lincoln (Avenue) when they turn left, so we just closed that down during that time."

There were no further comments, so Mayor Leichty closed the public comment period at 4:27 p.m.

APPROVAL OF CIVIL CITY AND UTILITY CLAIMS

Mayor Leichty made a motion to approve Civil City and Utility claims and adjourn the meeting. Board member **Nichols** seconded the motion. The motion passed 5-0.

ADJOURNMENT

Mayor Leichty adjourned the meeting at 4:27 p.m.



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 BOARD OF PUBLIC WORKS & SAFETY
MINUTES OF THE JULY 30, 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 4:01 p.m.

Clerk-Treasurer Richard R. Aguirre made the following announcement: “At 3:30 p.m. today, July 30, 2026, in this room, the Board of Public Works & Safety held an Executive Session. It was held pursuant to the provisions of the Open Door Law and Indiana Code 5-14-1.5-6.1(b)(9). The Executive Session was held to discuss employment matters of an individual City of Goshen employee. No other subject matter was discussed. The meeting concluded at 3:55 p.m. I’ve made this announcement because State law requires an announcement of the convening of an Executive Session at the next Regular meeting following that Executive Session. Thank you.”

REVIEW/APPROVE MINUTES: Mayor Leichty presented the minutes of the July 9 and July 16, 2026 meetings as prepared by the Clerk-Treasurer. **Board member Mike Landis made a motion to approve the minutes as presented. Board member Barb Swartley 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 #1A, *Legal Department request: Approve retirement agreement with Police Division Chief Mario Mora* and #13, *Legal Department request: Approve and authorize Mayor Leichty to executive a Services Agreement with Consensus Cloud Solutions. LLC for eFax services.* **Board member Landis made a motion to approve the agenda as amended. Board member Swartley seconded the motion. The motion passed 5-0.**

1) Police Department request: Accept the retirement of Division Chief Mario Mora from the Goshen Police Department, effective July 14, 2026, which was also his last day of service

Police Chief Andy Stephenson asked the Board to accept the retirement of **Division Chief Mario Mora** from the Goshen Police Department, effective July 14, 2026, which was also his last day of service.

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

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

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

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

NOTE: Shortly before the meeting began, **City Attorney Bodie Stegelmann** handed Board members a memorandum, dated July 30, 2026. The memorandum stated that as part of Division Chief Mora’s retirement, effective July 14, 2026, the City and Chief Mora “negotiated the terms of his retirement” and were submitting it to the Board for approval. Stegelmann asked the Board to approve the retirement agreement (**EXHIBIT #1**).



Landis/Swartley made a motion to accept the retirement of Division Chief Mario Mora, effective July 14, 2026, and authorize Mayor Leichty to sign the agreement. The motion passed 5-0.

2) Historic Southside Neighborhood Association request: Approve the closure of the 500th block of 7th Street, from 4-8 p.m., on Aug. 15, 2026 for the annual neighborhood picnic

Megan Hessel, the chairperson for the Historic Southside Neighborhood Association (HSNA), said the neighborhood would be hosting its annual block party and picnic on Saturday, Aug. 15. She requested closure of the 500 block of South 7th Street, from 4 p.m. to 8 p.m., on that date.

Hessel said neighbors would be notified of the street closure through flyers and that notices. She added that she would notify the City Street Department about the need for street barricades.

In her written request, Hessel indicated that 120-150 neighbors gather annually to share food and fellowship.

Landis/Swartley made a motion to approve the closure of the 500 block of South 7th Street, from 4 p.m. to 8 p.m., on Aug. 15, 2026. The motion passed 4-0.

3) Goshen City Church of the Brethren request: Close the angle parking places in the 100 block of East Clinton Street on the north side, between Fifth Street and the north-south alley, on Aug. 7, 2026, from 3-10 p.m., for parking by Lake Area Band members

Nancy Hoke, a member of Goshen City Church of the Brethren, asked that the nine angle parking places in the 100 block of East Clinton Street on the north side, between Fifth Street and the north-south alley, be blocked off on Friday, August 7, 2026, from 3 p.m. to 10 p.m.

Hoke said the church will be hosting the Lake Area Band with a 7 pm concert outside in the yard. A place is needed to park the equipment they bring. She also requested that the Goshen Street Department block off those spaces.

Mayor Leichty asked if this event has been coordinated with the First Friday event. Amanda Rose, Director of First Fridays, said it was OK for the event to be held.

Landis/Swartley made a motion to allow the closure of the nine angle parking places in the 100 block of East Clinton Street on the north side, between Fifth Street and the north-south alley, on Friday, Aug. 7, 2026, from 3-10 pm. for a church event. The motion passed 5-0.

4) Goshen Inc. & Janus Motorcycles request: For the Janus Motorcycles annual Owner's Rally and the rescheduled First Fridays Bike Night, on Saturday, Sept. 19, 2026 approve the closure of 5th Street, from Washington Street to the alley south, from noon to 9 p.m. and the closure of the parking lot south of City Hall and the parking lot between Janus Motorcycles and Electric Brew from 8 a.m. to 9 p.m.

Amanda Rose, Director of First Fridays, requested the partial closure of Fifth Street and the closure of three City parking lots on Saturday, Sept. 19, 2026 for the Janus Motorcycles annual Owner's Rally and the rescheduled First Fridays Bike Night.

Rose requested the closure of 5th Street, from Washington Street to the alley south (but not the Police Department alley) from noon to 9 p.m. on Sept. 19. She also requested the closure of the parking lot south of City Hall, and the parking lot between Janus Motorcycles and Electric Brew from 8 a.m. to 9 pm.

Mayor Leichty asked if anyone had consulted with leaders of First Church of Goshen, which is across the street from Janus Motorcycles and whose members use the parking lot to the south of City Hall. Rose said church leaders said that the closures would be fine as long as there was no funeral.

Rose said that in addition to the closure of the parking lot between Janus Motorcycles and Electric Brew on Sept. 19, they also were requesting the closure of this lot on Friday, Sept. 18 from 8 a.m. to 10 p.m. She said the Electric Brew has been informed of this request.



Kelly Saenz, Manager of the Goshen City Utilities Office, said the parking spaces adjacent to the Utilities office needed to remain accessible to customers until 5 p.m. on Friday, Sept. 18.

Landis/Swartley made a motion for the Janus Motorcycles annual Owner's Rally and the rescheduled First Fridays Bike Night, on Saturday, Sept. 19, 2026 to approve the closure of 5th Street, from Washington Street to the alley south, from noon to 9 p.m., the closure of the parking lot south of City Hall and the parking lot between Janus Motorcycles and Electric Brew from 8 a.m. to 9 p.m. and the closure of the Janus-Electric Brew parking lot, from 8 a.m. to 10 p.m. on Sept. 18 except for the parking spaces adjacent to the City Utilities Office which will remain open until 5 p.m. Motion passed 5-0.

5) Parks & Recreation Department request: Approve the closure of Main Street, between Jefferson Street and Lincoln Avenue, from 8 a.m. until 12:30 p.m. on Aug. 22, 2026 for the City's annual Touch-a-Truck event

Kimberlee Stephens, City Parks and Recreation Manager, asked the Board to approve the temporary closure of Main Street, between Jefferson Street and Lincoln Avenue, for the City's annual Touch-a-Truck event on Saturday, Aug. 22, 2026.

Stephens said she would work with the City Street Department to obtain street barricades and would contact affected downtown businesses. She said the event will take place from 9 a.m. to noon on Aug. 22 and the street closure would need to be in effect from 8 a.m. until 12:30 p.m.

At the **Mayor's** request, **Stephens** described the event. She said Touch-a-Truck is a community event that provides children and families with the opportunity to explore a variety of City vehicles, trucks, and equipment while interacting with City staff and learning about the services they provide. The first hour of the event (9–10 a.m.) is designated as a sensory-friendly hour, during which no lights or sirens are used.

Mayor Leichty asked about another upcoming event. **Stephens** said the annual Rock the Quarry Triathlon and Mile Swim will take place Saturday, Aug. 8, 2026, at Fidler Pond Park. The registration deadline is Aug. 6.

Landis/Swartley made a motion to approve the temporary closure of Main Street, between Jefferson Street and Lincoln Avenue, for the City's annual Touch-a-Truck event on Saturday, Aug. 22, 2026 from 8 a.m. to 12:30 p.m. The motion passed 5-0.

6) Legal Department request: Approve the agreement for Payment of Bridge Inspection Fees with Goshen College, Inc. requiring payments of \$1,200 on or before Sept. 1, 2026, and \$1,400 on or before Sept. 1, 2028

City Attorney Bodie Stegelmann said the City of Goshen entered into an agreement with DLZ on Dec. 4, 2025, for the inspections of bridges within the City of Goshen.

Stegelmann said one such bridge is on the Goshen College campus, located under the railroad tracks. He said Goshen College has agreed to pay the City of Goshen \$1,200 on or before Sept. 1, 2026, for a 2026 inspection of the bridge and \$1,400 on or before Sept. 1, 2028, for a 2028 inspection of that bridge.

Landis/Swartley made a motion to approve the Agreement for Payment of Bridge Inspection Fees with Goshen College, Inc. which requires a payment of \$1,200.00 on or before Sept. 1, 2026, and \$1,400.00 on or before Sept. 1, 2028. Motion passed 5-0.

7) Legal Department request: Approve the agreement for the Extension of Water and Sanitary Sewer Service between the City and the Fair, accept the Proposed Utility Easement, and authorize the Mayor to execute it

Assistant City Attorney Don Shuler gave Board members an Agreement for the Extension of Water and Sanitary Service with the Elkhart County 4-H and Agricultural Exposition (the "Fair").

Shuler said the Fair wants to construct water and sewer infrastructure within the Fairgrounds to serve an event center, an EMS building, the Fair's maintenance building, and additional RV campsites. Serving these facilities will require the extension of City water and sanitary sewer mains east along Monroe Street/County Road 34.



Shuler said the Goshen Common Council, by resolution dated July 27, 2026, approved the extension of service. **Shuler** said per the Agreement, the Fair will design, permit, fund, and construct the necessary improvements at its own expense and in accordance with City standards. The City will accept, own, and maintain only the public mains located within the dedicated easement along/parallel to Monroe Street/CR 34.

Landis/Swartley made a motion to approve the Agreement for the Extension of Water and Sanitary Sewer Service between the City and the Fair, accept the Proposed Utility Easement, and authorize the Mayor to execute the agreement on the City's behalf. Motion passed 5-0.

8) Water & Sewer Office request: Move \$4,401.24 in uncollected finaied accounts from active to collection, sewer liens and write-offs for the period through April 28, 2026

Kelly Saenz, Manager of the Goshen City Utilities Office, told the Board that the original amount of unpaid final Water/Sewer accounts, for the period through April 28, 2026, was \$7,106.29. Collection letters were sent out and payments of \$2,705.05 were collected.

With the uncollected amount being \$4,401.24, **Saenz** asked the Board to move the office's uncollected final accounts from active to Collection, Sewer Liens and Write-offs for the period. Of the uncollected amounts, \$1,849.18 came from water accounts and \$2,552.06 came from sewer accounts.

Landis/Swartley made a motion to move the Goshen Water and Sewer Office's \$4,401.24 in uncollected finaied accounts for this period from active to Collection, Sewer Liens and Write offs. The motion passed 5-0.

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

City Engineering Project Manager Andrew Lund said Niblock Excavating has requested permission to close the northbound lane of Century Drive, from Eisenhower Drive to College Avenue, starting Monday, Aug.10 until Saturday, Sept. 26, 2026. He said the road will be closed for Niblock to reconstruct the roadway and perform minor drainage improvements as part of the City's Century Drive Reconstruction project.

Lund said traffic will be detoured via Kercher Road, County Road 31, and College Avenue. Access will be maintained to all businesses within the closure.

Lund added that this closure incorporates Phase I of the project, and the traffic control plan is attached. All appropriate traffic control devices will be utilized.

Landis/Swartley made a motion to approve the northbound lane closure on Century Drive, from Eisenhower Drive to College Avenue, from Monday, Aug. 10, until Saturday, Sept. 26, 2026. Motion passed 5-0.

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

NOTE: This item was originally on the agenda for approval of the closure of College Avenue, from Lincolnway East / US 33 east to Century Drive, over two four-day periods, starting Monday, Aug. 3, and Monday, Aug. 10, 2026.

However, City Engineering Project Manager Andrew Lund withdrew this request and gave members a one-page memorandum, dated July 30, 2026, in which he substituted this revised request. (**EXHIBIT #2**).

City Engineering Project Manager Andrew Lund said NIPSCO Gas has requested periodic lane closures on College Avenue, between Lincolnway East / US 33 east to the Norfolk Southern railroad crossing, until Oct. 30, 2026.

Lund said NIPSCO was requesting these lane closures to relocate gas main and gas services for the College Avenue, Phase I roadway reconstruction project. Two-way traffic will be maintained with flaggers and all appropriate traffic control devices and procedures will be utilized.



Lund said NIPSCO Gas was delaying its previously requested road closure – which had been placed on today's agenda until Monday, August 10, 2026. NIPSCO is revising its maintenance of traffic plan, and the road closure request will be brought before the Board of Works on Aug.6, 2026.

Landis/Swartley made a motion to approve periodic lane closures on College Avenue, from Lincolnway East / US 33 east to the railroad crossing, until Friday, Oct. 30, 2026. Motion passed 5-0.

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

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

As background, **Sailor** said the Shanklin Pool structure has been permanently closed and identified for demolition. The required demolition work and site restoration can be efficiently completed by the City's Special Operations team utilizing readily available equipment and staff from various City departments.

In a memorandum to the Board, **Sailor** wrote that completing the required demolition activities with City forces is anticipated to reduce project costs, expedite completion of the work, and provide greater flexibility in scheduling and site management. He also indicated that all costs associated with the demolition and restoration work will be tracked and charged to the Building and Grounds Department as a direct construction expense for labor, materials, equipment, rental fees and tipping fees.

Sailor recommended that the Board authorize City staff and resources to complete the demolition of the Shanklin Pool facility and take all actions necessary to complete the project in compliance with Indiana law and City policies.

Mayor Leichty said, "We thank the Shanklin Pool for 50 years of service to our community."

Clerk-Treasurer Aguirre said City staff demolishing the pool would save the City a significant amount of money. He asked **Sailor** how much the City expected to save by using City staff for the demolition.

Sailor said, "Indiana code states that we need to be below \$375,000, which we have met that requirement, and not that I want to give out the other person's number, but it appears to be about half the cost."

Mayor Leichty said that on the City website **City Director of Administrative Affairs Michael Wanbaugh** has posted a story about the history of the Shanklin Pool and what led to its closure and the demolition decision, which was related to the state's restructuring of taxes and the reduction of revenue that the City is experiencing. She added, "It's a moving history and testament to the community which has managed to keep that project alive for so many years. So, hopefully the future will be brighter. We shall see."

Landis/Swartley made a motion to authorize the Department of Public Works to proceed with the completion of the Shanklin Pool demolition utilizing qualified City employees and resources, with all work to be performed in accordance with applicable Indiana statutes, local ordinances, safety requirements, and departmental procedures. Motion passed 5-0.

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

Director of Public Works & Utilities Dustin Sailor said that In connection with the planned demolition of the Shanklin Pool facility, the Department of Public Works solicited sealed quotations for the removal and disposal of asbestos-containing materials identified during the City's environmental assessment.



Sailor asked for approval of a contract with Protechs, Inc. in the amount of \$2,324.41 for asbestos management. In a memorandum to the Board, **Sailor** wrote that due to the timing of the quotation deadline, proposals were due by noon on July 28, which fell after the agenda submission deadline for the current Board of Works and Safety meeting. Given the time-sensitive nature of the demolition project and the need to maintain the overall project schedule, **Sailor** wrote that City staff evaluated the submitted quotations for responsiveness, qualifications, and cost and was recommending award of the contract to the Board at its July 30, 2026 meeting. **Sailor** wrote that approval of the asbestos abatement contract at that meeting would allow the City to proceed expeditiously with the required environmental remediation and maintain the planned demolition schedule for the Shanklin Pool site. **Landis/Swartley made a motion to approve the contract for asbestos abatement and related disposal services at the Shanklin Pool facility to Protechs, Inc. in the amount of \$2,324.41 and authorize the Mayor to execute all necessary contract documents. Motion passed 5-0.**

13) Legal Department request: Approve and authorize Mayor Leichty to executive a Services Agreement with Consensus Cloud Solutions, LLC for eFax services

(Note: Shortly before the meeting began, City Paralegal Christina Bonham gave Board members a memorandum, dated July 30, 2026. The memorandum asked the Board to approve and authorize Mayor Leichty to execute a Services Agreement with Consensus Cloud Solutions, LLC to allow the City to utilize eFax Services. **(EXHIBIT #3).**

City Attorney Stegelmann recommended that the Board approve and authorize Mayor Leichty to execute a Services Agreement with Consensus Cloud Solutions, LLC to allow the City to utilize eFax Services.

Director of Innovation and Technology Mattie Lehman, "We've been looking at our fax services since we've had departments move to the Historic Courthouse. In the midst of working on that, we also received notification from Frontier (Communications) that they're discontinuing certain line types. The communication has been a little bit unclear, so this is a bit of a preventative measure of when and if we actually will lose that service.

Lehman continued, "We identified eFax as an alternative service that comes with significant cost savings. It helps us centralize our management and it actually has higher security measures than our current systems. So, departments are migrating to this new service, with plans to migrate a few more in the future, potentially, when we can't consolidate or eliminate entirely."

According to a Legal Department memorandum, the City Technology Department will be migrating five lines to start servicing Human Resources, Utilities, Fire, Courts, and City Hall, with plans to migrate others in the future to consolidate or eliminate fax services where appropriate. This agreement will be for a 12-month term with a minimum monthly service charge of \$248.25, monthly local service line cost of \$9.95, monthly toll-free service cost of \$9.95, per page usage fee for receiving/sending of \$0.99 and a monthly secure portal fee of \$50.

Landis/Swartley motion to approve and authorize Mayor Leichty to execute the Services Agreement with Consensus Cloud Solutions, LLC to allow the City to utilize eFax Services. 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 4:28 p.m. There were no comments.

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 4:29 p.m.

EXHIBIT #1: *Before the meeting began, City Attorney Bodie Stegelmann gave Board members a memorandum, dated July 30, 2026. The memorandum stated that as part of Division Chief Mario Mora's retirement, effective July 14, 2026, the City and Chief Mora "negotiated the terms of his retirement" and were submitting it to the Board for approval. Stegelmann asked the Board to approve the retirement agreement. The request was considered and approved as part of agenda item #1, Police Department request: Accept the retirement of Division Chief Mario Mora from the Goshen Police Department, effective July 14, 2026, which was also his last day of service.*

EXHIBIT #2: *Before this matter was considered, City Engineering Project Manager Andrew Lund gave Board members a one-page memorandum, dated July 30, 2026, in which he withdrew his original request and substituted this revised request, which was considered and approved as agenda item #10, Engineering Department request: Approve the closure of College Avenue, from Lincolnway East / US 33 east to Century Drive over two four-day periods, starting Monday, Aug. , and Monday, Aug. 10, 2026.*

EXHIBIT #3: *Before the meeting began, City Paralegal Christina Bonham gave Board members a memorandum, dated July 30, 2026. The memorandum asked the Board to approve and authorize Mayor Leichty to execute a Services Agreement with Consensus Cloud Solutions, LLC to allow the City to utilize eFax Services. The request was considered and approved as agenda item #13.*

APPROVED:

Mayor Gina Leichty

Mike Landis, Member



Orv Myers, Member

Mary Nichols, Member

Barb Swartley, Member

ATTEST:

Richard R. Aguirre, Clerk-Treasurer



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

Board of Works Request
Jul 30, 2026

Downtown Goshen Inc. is requesting an addendum to their request for the October 2nd First Fridays.

1. **What parking spaces/streets do you want to close/use?** Main Street from Lincoln to Clinton closed with no parking from 12 p.m. to 11 p.m. 6 parking spots on the South side of West Clinton from 2 p.m. to 11 p.m. 4 parking spots in front of 220 N Main from 2 p.m. to 11 p.m.
2. **Why do you want to close them? What activities will take place?** Downtown Goshen First Fridays
3. **When do you want to start the closure, and when will the closure end?** Main Street from Lincoln to Clinton closed with no parking from 12 p.m. to 11 p.m. 6 parking spots on the South side of West Clinton from 2 p.m. to 11 p.m. 4 parking spots in front of 220 N Main from 2 p.m. to 11 p.m. Closure will take place on October 2nd, 2026.
4. **Are there any affected businesses, and are they supportive of your request to close the parking spaces?** There are businesses affected by the closure, and they will be informed in advance.
5. **Do you require any barricades from the Street Department to accomplish the closure for your event?** Yes, barricades are noted on the attached maps.

Thank you for your consideration.

Amanda Rose
Director of First Fridays
Eyedart Creative Studios

2026 Street Closures

Event Title	2026 Street Closures
May Green Day Celebration May 1, 2026 5 - 9 p.m.	Main Street between Clinton and Lincoln, and the half block of Main Street from Lincoln to the alley South from 1 to 11 p.m., 6 parking spots on the north side of Lincoln next to the courthouse from 1 to 11 p.m. for First Fridays vendors. 8 parking spots on the south side of Clinton next to the courthouse, from 1 to 11 p.m., for bus and handicap parking. Trash trailer with trash cans requested and noted at the location on the map.
June Birthday Bash June 5, 2026 5 - 9 p.m.	Main Street from Lincoln to Washington from 1 to 11 p.m., and Washington from 3rd to Main from 1 to 11 p.m. Trash trailer with trash cans requested and noted at the location on the map. 2 sanitation crew from 6:30 to 9:30. 4 parking spots in front of 220 N Main with no parking from 2 p.m. to 11 p.m. No snow fencing.
July Great Goshen Car Show July 3, 2026 5 - 9 p.m.	Main Street from Lincoln to Jefferson from 1 p.m. to 11 p.m., Washington from 5th to 3rd. Main from Clinton to Lincoln from 1 p.m. to 11 p.m. All parking spots on the north side of Lincoln, next to the Courthouse. 2 sanitation crew from 6:30 to 9:30. Trash trailer with trash cans requested and noted at the location on the map. 4 parking spots in front of 220 N Main with no parking from 2 p.m. to 11 p.m. No snow fencing.
August Goshen Games August 7, 2026 5 - 9 p.m.	Main Street from Jefferson to Washington from 9 a.m. to 11 p.m. Please note that the closure at Jefferson will include the intersection. Barriers will be needed at Main and Jefferson and the East and West sides, and past the intersection South. Main Street from Washington to Lincoln from 12 p.m. to 11 p.m. Washington from 5th to the alley West of Main from 12 p.m. to 11 p.m. 4 parking spots in front of 220 N Main with no parking signs from 2 p.m. to 11 p.m. Trash trailer with trash cans requested and noted at the location on the map. 2 sanitation crew from 6:30 to 9:30 p.m.
September Bexbach Bash September 4, 2026 5 - 9 p.m.	Main Street from Jefferson to Lincoln, East Washington from the alley east of Main to Main from 12 p.m. to 11 p.m. 4 parking spots in front of 220 N Main with no parking from 2 to 11 p.m. 6 parking spots with no parking on West Washington just west of the closure. Trash trailer with trash cans requested and noted at the location on the map. 2 sanitation crew from 6:30 to 9:30 p.m. No snow fencing.
October Meet the Machines October 2, 2026 5 - 8 p.m.	Main Street from Lincoln to Clinton closed with no parking from 12 p.m. to 11 p.m. 6 parking spots on the South side of West Clinton from 2 p.m. to 11 p.m. 4 parking spots in front of 220 N Main from 2 p.m. to 11 p.m. Trash trailer with trash cans requested and noted at the location on the map. 2 sanitation crew from 6:30 to 9:30 p.m. No snow fencing.
November Goshen Light Parade November 6, 2026 5 - 9 p.m.	East Washington from Main to the alley east of Main from 12 p.m. to 11 p.m. No parking in half of the parking lot behind 130 N Main for staging from 3 p.m. to 9 p.m. No parking in the lot behind 215 E Lincoln from 3 p.m. to 9 p.m. 5th from Clinton to Lincoln closed for staging from 3 p.m. to 9 p.m. Parade route - Starting (roughly) at the corner of 5th and Clinton, the parade will head South on Main to Jefferson, West on Jefferson, and North on Main and East on Clinton back to the staging area on 5th. No parking along the parade route from 5 to 9 p.m. The parade route closes at 6:45 p.m. and will reopen immediately following the parade with the assistance of GPD, GFD, and GSD directing traffic and opening streets. Police or authoritative presence requested at all intersections until the parade route is safely opened and traffic is clear. All alleys and parking lots along and inside the parade route closed with barriers at the start time of the parade route closure and remain closed until traffic can be directed. 4 sanitation crew from 6:30 - 9:30 pm. Trash trailer behind Electric Brew with trash cans. 4 parking spots in front of 220 N Main with no parking from 2 p.m. to 11 p.m. Meeting to follow with department heads and city officials to clarify safety needs.
December Hometown Holiday December 4, 2026 5 - 9 p.m.	West Washington from Main to the alley from 6:00 to 7:00 p.m. 4 parking spots in front of 220 N Main from 2 p.m. to 11 p.m.

PIKE / LINCOLN HIGHWAY

PIKE / LINCOLN HIGHWAY

3RD STREET

MAIN STREET

5TH STREET

CLINTON STREET

CLINTON STREET

COURTHOUSE

LINCOLN AVENUE

Trash Trailer w/cans

LINCOLN AVENUE

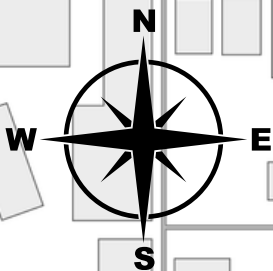
3RD STREET

MAIN STREET

5TH STREET

WASHINGTON STREET

WASHINGTON STREET



Oct. 2, 2026



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 6, 2026

To: Board of Public Works and Safety

From: Shannon Marks, Legal Compliance Administrator

Subject: Amendment to Subscription Agreement with LexisNexis

This office recommends that the Board approve and authorize the Mayor to execute the attached amendment to the subscription agreement with LexisNexis, a division of RELX, Inc., originally dated October 5, 2023.

This amendment extends the current agreement for an additional one-year term through December 31, 2027. This subscription provides Legal Department staff with a licence to access Lexis+, an online legal research platform. The monthly subscription fee will increase by 5% to \$268 (\$3,216 annually).

Suggested Motion:

Move to 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+.



**AMENDMENT LEXIS®/LEXIS®+/
LEXIS+® WITH PROTÉGÉ™ FOR
STATE/LOCAL GOVERNMENT**
(EXISTING SUBSCRIBER VERSION - TERM)

"Subscriber" Name: City of Goshen,IN Legal Department
Account Number: 4255ZJ9SW
"LN": LexisNexis, a division of RELX Inc.

1. Amendment

This Amendment ("Amendment") amends and supplements the terms of the **Lexis+** Subscription Agreement previously entered into between LexisNexis, a division of RELX Inc. ("LN") and Subscriber (the "Subscription Agreement"). This Amendment shall serve as Subscriber's acceptance of the General Terms & Conditions for Use of the Online Services in effect as of the date of this Amendment and displayed at: <https://www.lexisnexis.com/en-us/terms/GovtAcademic/terms.page>.

2. Certification

- 2.1. Subscriber certifies that the number of government professionals in Subscriber's organization is as set forth below. A "Government Professional User" is defined as an attorney, judge, librarian, researcher, investigator or analyst who is employed by the Subscriber.

Number of Government Professional Users:	4
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- 2.2. A "Support Staff User" is defined as a person who supports the Government Professional User, including, but not limited to: paralegals, interns, legal secretaries or other administrative support members. 1 ID's will be issued to support staff for each Government Professional User accounted for above. Support Staff Users will receive access at no additional charge.
- 2.3. Each LN ID must be issued for individual use by the Government Professional User or Support Staff User.
- 2.4. If Subscriber, at the time of signing this Amendment has 11 or more Government Professional Users, then Subscriber is required to notify LN if the number of Government Professional Users falls below 11. Subscriber shall, within 30 days of the staffing change, notify LN in writing.
- 2.5. Subscriber acknowledges that the pricing and menus provided to Subscriber in this Amendment depend in part on the number of Government Professional Users in Subscriber's organization. Subscriber certifies that as of the date Subscriber signs this Amendment there are the number of Government Professional Users in Subscriber's organization (the "Reference Number") as Subscriber has specified above.
- (a) At LN's request from time to time, Subscriber will certify in writing the then-current Reference Number.
- (b) If there is a change in the Reference Number during the Term, LN may, in its sole discretion on at least 30 days prior written notice to Subscriber, increase or decrease the Monthly Commitment by an amount that does not exceed, on a percentage basis, the change in the Reference Number.

3. Lexis+ Product and Charges

- 3.1. This Section 3 amends the Subscription Agreement with respect to the **Lexis+** product offering described below. The term of Subscriber's commitment for the **Lexis+** product offering will begin upon the date Subscriber's billing account ("Account Number") is activated ("Activation") and will continue for the last period set forth in Section 3.2 below (the "Committed Term"). Subscriber may not terminate this Amendment for convenience under the General Terms during the Committed Term. Notwithstanding the foregoing, Subscriber may terminate this Amendment during the Committed Term for a material breach by LN that remains uncured for more than 30 days after LN receives written notice from Subscriber identifying a specific breach. If Subscriber terminates this Amendment pursuant to this Section, then Subscriber will pay all charges incurred up to the date of termination.

Lexis+ Content & Features		
Product	SKU Number	Number of Users
All Briefs, Pleadings & Motions	1010612	4
National Primary Enhanced	1011511	4
Lexis+™ Practical Guidance - State & Local Government	1534660	4



**AMENDMENT LEXIS®/LEXIS®+/
LEXIS+® WITH PROTÉGÉ™ FOR
STATE/LOCAL GOVERNMENT**
(EXISTING SUBSCRIBER VERSION - TERM)

- 3.2. In exchange for access to the **Lexis+** Content, Feature and/or Service set forth above in Section 3.1, Subscriber will pay to LN the following amount (the “Monthly Commitment”) during the periods set forth below.

Committed Term	Monthly Commitment
1/1/2027 - 12/31/2027	\$268

- 3.3. Some of the Online Services may allow Authorized Users to upload documents within the LN Online Services, known as the Vault (“Vault”). Subscriber may elect to disable the Vault for its Authorized Users by initialing below.

To have the Vault disabled for your Authorized Users, initial here

(Initial)

- 3.4. During the Term, LN may make content and features available to Subscriber that are not included in the **Lexis+** Content described above at an additional charge (“Out of Plan Materials”). Authorized Users trying to access Out of Plan Materials will be notified of the additional charges before the materials are displayed. If an Authorized User accesses the Out of Plan Materials, Subscriber will pay the transactional charge(s) displayed at the time of access. If Subscriber does not initial below, Out of Plan Materials will be excluded from Authorized User’s search.

To have Out of Plan Materials available for your Authorized Users, initial here

(Initial)

- 3.5. Use of **Lexis+** under this Amendment is available to Subscriber and its Authorized Users (defined in the General Terms).

- 3.6. LN may temporarily suspend access to **Lexis+** until all unpaid amounts are paid in full. No claims directly or indirectly related to this Amendment with respect to amounts billed or payments made under this Amendment may be initiated by Subscriber more than 6 months after such amounts were first billed to Subscriber.

4. Closed Offer

The prices and other terms are subject to change if Subscriber has not submitted a signed original or copy on or before 9/12/2026.

5. Confidential Information

Subject to any state open records or freedom of information statutes, this Amendment contains confidential pricing information of LN. Subscriber understands that disclosure of the pricing information contained herein could cause competitive harm to LN and will receive and maintain this Amendment in trust and confidence and take reasonable precautions against such disclosure to any third person. This Section 5 will survive the termination or expiration of this Amendment.

6. Support and Training

During the Term, Subscriber, with the support of LN, agrees to encourage the effective use of **Lexis+** through:

- (a) Meaningful participation in additional ongoing programs presented by LN to update and train Authorized Users;
- (b) Authorize the periodic distribution of memos or other communications by LN and/or Subscriber to Authorized Users; and
- (c) The periodic review with LN of Subscriber’s Authorized User’s use of materials and training under this Amendment.

7. Indemnity; Liquidated Damages

Any provision in the Agreement requiring Subscriber to indemnify and hold LN harmless is deleted and replaced with a provision that requires Subscriber to be responsible for a breach of this Agreement solely to the extent permissible under State law. Any provision in the Agreement requiring LN to indemnify Subscriber is deleted and replaced with

the indemnification provision in the General Terms. Any provision providing for the payment of liquidated or cover damages is deleted.

8. Limitation of Liability

Subscriber, as a State entity, may not agree to assume the potential liability of LN. Accordingly, any limitation is null and void to the extent it precludes any action for injury to persons or for damages to personal property.

9. Non-Appropriation of Funds

If funds are not appropriated or allocated for payment for the type(s) of services contemplated under the Agreement for any current or immediately subsequent fiscal period, then Subscriber, at its option, may terminate the Agreement on the last day of any calendar month upon days' prior written notice to LN, without future obligations, liabilities, or penalties to LN, except for amounts due up to the time of termination. In addition, in order to exercise this option, Subscriber shall certify and warrant in writing to LN, under penalty of perjury, that funds for the type(s) of services contemplated have not been appropriated to continue the Agreement for the current or immediately subsequent fiscal year. For a point of clarification, substituting the services provided by LN to another service provider under any circumstances is not grounds to exercise this option.

10. Non-Discrimination

LN does not, in the hiring of employees for the performance of work under the contract or any subcontract, by reason of race, color, religion, sex, age, disability or military status as defined in Section 4112.01 of the Revised Code, national origin, or ancestry, discriminate against any citizen of the state of Ohio in the employment of a person qualified and available to perform work which the Agreement relates. Further, LN does not discriminate against, intimidate or retaliate against any employee hired for the performance of work under the Agreement on account of race, color, religion, sex, age, disability or military status as defined in 4112.01 of the Revised Code, national origin or ancestry.

11. Assignment and Subcontracting.

Notwithstanding anything to the contrary in the Agreement, LN shall have the right to assign the Agreement to an affiliate or to a successor by merger or to the transferee of substantially all of its stock or assets without Subscriber's prior written consent. Subject to the foregoing, this Agreement will bind and benefit the parties and their respective successors and assigns. LN may also subcontract the performance of this Agreement so long as LN remains primarily liable to the State for the performance of its obligations hereunder. Any provision which attempts to prohibit LN from offshoring or outsourcing the services to be performed is deemed struck unless expressly accepted by LN in a separate writing.

12. Governing Law; Applicable Law.

Notwithstanding anything to the contrary in the Agreement, the Agreement shall be governed by the law of the U.S. State in which Subscriber is located. LN agrees to comply with all applicable laws of Subscriber's State in the performance of its obligations under the Agreement. For the avoidance of doubt, the law of the U.S. State shall not be construed to apply any tribal law.

13. Miscellaneous

This Amendment does not bind either party until it has been accepted by both parties. Subscriber may accept this Amendment by signing below. LN will accept this Amendment by providing Subscriber with access to **Lexis+** or by signing below.

LEXISNEXIS WILL NOT ACCEPT ANY CHANGES, CORRECTIONS OR ADDITIONS TO THIS AMENDMENT UNLESS SUCH CHANGES ARE EXPRESSLY ACCEPTED BY LN IN WRITING. SUCH CHANGES WILL HAVE NO LEGAL EFFECT.



AMENDMENT LEXIS®/LEXIS®+/
LEXIS+® WITH PROTÉGÉ™ FOR
STATE/LOCAL GOVERNMENT
(EXISTING SUBSCRIBER VERSION - TERM)

AGREED TO AND ACCEPTED BY:

Subscriber: City of Goshen,IN Legal Department
[MUST BE COMPLETED BY SUBSCRIBER]
Authorized Subscriber Signature: _____
Printed Name: <u>Gina M. Leichthy</u>
Job Title: <u>Mayor</u>
Date: <u>August 6, 2026</u>

LexisNexis, a division of RELX Inc.

[COMPLETED BY LEXISNEXIS]

Authorized Signature: _____
Name: _____
Job Title: _____
Date: _____



AMENDMENT LEXIS®/LEXIS®+/
LEXIS+® WITH PROTÉGÉ™ FOR
STATE/LOCAL GOVERNMENT
(EXISTING SUBSCRIBER VERSION - TERM)

Customer Information (please print or type)			
Organization Name (full legal name)		City of Goshen,IN Legal Department	
Billing Frequency		☐ Monthly	☒ Annually
Tax Exempt (if yes please provide exemption certificate)		☒ Yes	☐ No
New Invoice Contact Person ☐ Yes ☒ No	First & Last Name	Email Address	
	Shannon Marks	Legal@goshencity.com	
PO Required? ☐ Yes ☒ No	PO #	(Note new email address)	
MSA # if applicable			



**Engineering Department
CITY OF GOSHEN**

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

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

MEMORANDUM

TO: Goshen Board of Public Works & Safety

FROM: Goshen Engineering

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

DATE: August 6, 2026

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. We are 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 August 10 through August 30.

Requested Motion: 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, August 10 through Thursday, August 30 for the vault closure & sidewalk restoration.

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

Gina Leichty, Mayor

Barb Swartley, Member

Mary Nichols, Member

Orv Myers, Member

Michael Landis, Member



Stormwater Department

CITY OF GOSHEN

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

Phone (574) 534-2201 • Fax (574) 533-8626

stormwater@goshencity.com • www.goshen.in.gov

MEMORANDUM

TO: Board of Public Works and Safety and Stormwater Board

FROM: Stormwater Department

RE: **LETTER OF SUPPORT FOR 319 GRANT APPLICATION FOR THE IMPLEMENTATION OF THE LOWER ELKHART RIVER WATERSHED MANAGEMENT PLAN BY THE ELKHART AND KOSCIUSKO COUNTY SOIL AND WATER CONSERVATION DISTRICTS**

DATE: August 6, 2026

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. 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.

On July 7, 2026, the Goshen Stormwater Department received a letter from the Elkhart County SWCD (attached) explaining their proposed efforts to improve the health of the Lower Elkhart River Watershed. If the Elkhart County SWCD 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.

A letter of support has been prepared and attached, and the Stormwater Department is requesting the Board of Public Works authorization for the Mayor to sign the letter, which will also be signed by the City's Stormwater Coordinator, Jason Kauffman.

Requested Motion: Approve the Mayor to sign a letter of support for the Elkhart and Kosciusko County SWCDs 319 Grant Program application.



Stormwater Department

CITY OF GOSHEN

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August 6, 2026

Mr. Darrell Shover
Board Chairman
Elkhart County Soil and Water Conservation District
59358 County Road 7
Elkhart, IN 46517
www.elkcoswcd.org

Dear Mr. Shover,

On behalf of the City of Goshen, the undersigned are writing to express support for the vision of the Elkhart County and Kosciusko County Soil and Water Conservation Districts to further the adoption of voluntary conservation practices, strengthen local partnerships, and expand education and demonstration opportunities within the Lower Elkhart River Watershed to further the implementation of the 2024 Lower Elkhart River Watershed Management Plan. The City of Goshen supports the Elkhart and Kosciusko County SWCDs' application for the 2027 Clean Water Act Section 319 Grant Program.

The City of Goshen agrees that watersheds do not recognize county and municipal boundaries, and the City acknowledges that your efforts will only improve the quality of water that flows towards and through the City of Goshen. In addition, the implementation of conservation practices on the land will help to slow down stormwater runoff and reduce the potential for flooding within the City of Goshen, which is a perennial concern.

The City of Goshen looks forward to partnering with the Elkhart and Kosciusko County SWCDs and all of the other partners within the Lower Elkhart River Watershed to continue building a healthier, more resilient Lower Elkhart River Watershed and to ensure that the investments made today leave a legacy of clean water and thriving communities for years to come.

Sincerely,

Gina Leichty
Mayor
CITY OF GOSHEN
ELKHART RIVER WATERSHED

Jason Kauffman, CESSWI
Stormwater Coordinator
CITY OF GOSHEN
ELKHART RIVER WATERSHED



ELKHART COUNTY
SOIL & WATER
CONSERVATION DISTRICT

To Whom It May Concern:

July 7, 2026

On behalf of the **Elkhart County Soil and Water Conservation District**, we sincerely thank you for your partnership and support as we prepare our application for the **2027 Clean Water Act Section 319 Grant Program**. The work of improving water quality and strengthening our communities is only possible through collaboration, and your organization's willingness to be part of this effort adds tremendous value to the people, farms, and natural resources of our watershed.

Over the past several years, the Elkhart County SWCD has worked diligently to move conservation beyond awareness and into action. Through strong relationships with farmers, landowners, municipalities, educators, contractors, and community partners, we have helped implement conservation practices that improve soil health, reduce sediment and nutrient loss, protect local waterways, and enhance long-term resiliency across our landscape.

Our efforts have included expanding technical assistance, promoting cover crops and erosion-control practices, increasing educational outreach, and developing innovative events such as **Pay Dirt**, which brings together producers, students, engineers, contractors, and decision-makers to witness conservation practices firsthand and understand their economic and environmental value. Through initiatives like our **Water Quality of Life** campaign, we continue to connect conservation to everyday life, emphasizing that clean water and healthy soils are fundamental to the quality of life we all share.

As we look toward the future, our vision is to build upon these successes by accelerating voluntary conservation adoption, strengthening local partnerships, expanding education and demonstration opportunities, and implementing targeted practices identified through watershed planning efforts. We believe that meaningful progress occurs when communities work together toward common goals.

The collaboration between Elkhart County SWCD and Kosciusko County SWCD in supporting the Lower Elkhart River Watershed Management Plan represents exactly that kind of partnership. Watersheds do not recognize county boundaries, and neither should our commitment to protecting them. By working together, sharing expertise, and leveraging resources, we can address water quality concerns more effectively while creating lasting benefits for residents, agricultural producers, businesses, and future generations throughout the watershed.

A letter of support for this grant application would demonstrate a shared commitment to stewardship, innovation, and community. We are grateful for the trust you have placed in this partnership and appreciate your willingness to stand alongside us as we pursue funding through the 2027 Clean Water Act Section 319 Program.

Together, we can continue building a healthier, more resilient Lower Elkhart River watershed and ensure that the investments we make today leave a legacy of clean water and thriving communities for years to come.

Thank you for your partnership and continued support.

Sincerely,

Elkhart County SWCD Board Chairman