



City of Goshen Board of Public Works & Safety

Regular Meeting Agenda

4:00 p.m., AUGUST 27, 2026

Goshen Police 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 20, 2026 meeting

Approval of Agenda

- 1) Police Department request:** Accept the resignation of Probationary Police Officer Gavin Guajardo from the Goshen Police Department, effective Aug. 10, 2026
- 2) James Loewen request:** Approve the construction of a small boat/canoe launch along the Millrace at 615 River Race Drive
- 3) Amy Worsham request:** Approve the partial alley closure adjacent to 111 South 7th Street on September 17, from 4-9 p.m., for a private party
- 4) Arts on the Millrace request:** Approve the closure of River Race Drive, Sept. 11 and Sept 12, 2026, to support the alternate site for Arts on the Millrace 2026 due to a bridge closure
- 5) Artisan Builders Group, LLC request:** Approve the retention and use of an existing second entrance to 205 Middlebury Street and allow it to be used for additional parking
- 6) Legal Department request:** Approve and authorize Mayor Leichty to execute an agreement with Abonmarche Consultant's, Inc. for a City Hall Parking Boundary Survey
- 7) Legal Department request:** Award the contract for the Oakridge Cemetery Maintenance Building Roofing & Siding Project to Newbury Square Construction for \$63,848.51 and authorize the Mayor to execute the contract for the project
- 8) Engineering Department request:** Approve the daytime road closure of Century Drive, near 1803 Century Drive, on Saturday, Aug. 29, 2026
- 9) Engineering Department request:** Accept the amended post-construction stormwater management plan for Dutch Bros Coffee as it meets the requirements of City Ordinance 5228

Privilege of the Floor

Approval of Civil City and Utility Claims

Adjournment



CITY OF GOSHEN BOARD OF PUBLIC WORKS & SAFETY
MINUTES OF THE AUGUST 20, 2026 CLAIMS REVIEW & APPROVAL MEETING
Convened in the Goshen Police Building, 111 East Jefferson St., Goshen, Indiana

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

Absent: Mary Nichols

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 August 13, 2026 meeting as prepared by Clerk-Treasurer Richard R. Aguirre. Board member Orv Myers made a motion to approve the minutes as presented. Board member Barb Swartley seconded the motion. The motion passed 4-0.

REVIEW/APPROVE AGENDA: Mayor Leichty presented the agenda as prepared by the Clerk-Treasurer with the addition of the requested closure of the downtown parking lot north of Goshen First Church for a funeral on the morning of Aug. 24, 2026. Board member Myers made a motion to approve the agenda as amended. Board member Swartley seconded the motion. The motion passed 4-0.

1) Water Treatment & Sewer Collection Department request: Approve the temporary closure of Wilson Avenue, between Plymouth Avenue and the alley located south of Plymouth Avenue, beginning Wednesday, Aug. 26, 2026, at 7 a.m., and continuing through Wednesday, Sept. 9, 2026

Marv Shepherd, Superintendent of the Water Treatment & Sewer Collection Department, asked the Board to approve the temporary closure of Wilson Avenue, between Plymouth Avenue and the alley located south of Plymouth Avenue, beginning Wednesday, Aug. 26, 2026, at 7 a.m., and continuing through Wednesday, Sept. 9, 2026.

Shepherd said the closure is necessary to facilitate the installation of new sewer service connections for three properties on Wilson Avenue. He said currently the properties at 905, 907, and 909 Wilson Avenue share a common sewer lateral that extends to Plymouth Avenue. This project will provide individual sewer service connections and improve the long-term reliability and maintainability of the sanitary sewer system.

To help maintain traffic flow during construction, the first alley north of the work zone will remain open and serve as a detour around the project area. Appropriate traffic control devices, signage, and safety measures will be installed and maintained in accordance with applicable standards throughout the duration of the work.

Shepherd indicated that this project is necessary to provide adequate sewer service to the affected properties and to ensure the safe and efficient completion of the utility installation. The construction schedule is weather dependent and may be adjusted as necessary based on site conditions or inclement weather.

Myers/Swartley made a motion to approve the temporary closure of Wilson Avenue, between Plymouth Avenue and the alley located south of Plymouth Avenue, beginning Wednesday, Aug. 26th at 7 a.m., and continuing to Wednesday, Sept. 9, 2026. The motion passed 4-0.

2) Mayor's announcement: The City parking lot north of Goshen First Church will be closed to the public for parking so those attending a funeral on the morning of Aug. 24, 2026 can use it

Mayor Leichty said the City of Goshen has a verbal agreement with Goshen First Church that if it has a funeral that the City will vacate the City parking lot north of the church so it can accommodate funeral guests.

The Mayor said on Monday, Aug. 24, the church will be having a large funeral. And so, the Mayor said she has asked the City Street Department to provide some barricades very early Monday morning so that people coming into work don't park in that lot, which is just east of Fifth Street.



Mayor Leichty said she was making this public announcement of this closure and wanted this to be known for the benefit of anyone taking notes today.

Mayor Leichty said the parking lot will be closed Monday, Aug. 24, 2026 , from about 6 a.m. until whenever the funeral is over, probably about noon. And she said street barricades will be placed in the City parking lot on the north side of Goshen First Church.

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

Mayor Leichty opened Privilege of the Floor at 4:04 p.m. There were no comments.

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 Swartley seconded the motion. The motion passed 4-0.

Adjournment

Mayor Leichty then adjourned the meeting at 4:04 p.m.

APPROVED:

Mayor Gina Leichty

Mike Landis, Member

Orv Myers, Member



Mary Nichols, Member

Barb Swartley, Member

ATTEST:

Richard R. Aguirre, Clerk-Treasurer



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

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

Date: August 24, 2026

From: Andy Stephenson

Reference: The Resignation of Probationary Police Officer Gavin Guajardo

We respectfully request that the Board of Public Works and Safety accept the resignation of Probationary Police Officer Gavin Guajardo from the Goshen Police Department, effective August 10, 2026, which was also his last day of service.

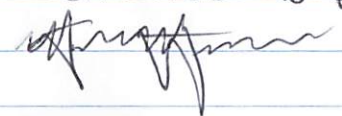
Probationary Police Officer Guajardo joined our department in early July. He cited a desire to return to active duty in the United States Military as the reason for his resignation. He had not yet completed basic training at the Indiana Law Enforcement Academy.

Probationary Police Officer Guajardo's brief service with the City of Goshen was appreciated. We wish him the best of luck in his future endeavors.

Respectfully,

Andy Stephenson

RECEIVED
8/14/26

I, Gavin E. Guajardo hereby resign from my position
at the Goshen Police department to continue to pursue
a career in the U.S. ARMY. - 

OFFICE OF BOBBIAN, 100



Richard Aguirre, City Clerk-Treasurer
CITY OF GOSHEN

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

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

richardaguirre@goshencity.com • www.goshenindiana.org

To: City of Goshen Board of Public Works & Safety
From: Clerk-Treasurer Richard R. Aguirre
Date: August 27, 2026
Subject: James Loewen request for boat deck on the Millrace

On August 23, 2026, the Clerk-Treasurer's Office received this email from James Loewen:

I'm seeking permission from the City of Goshen to build a small boat/canoe launch along the bank of River Race Drive. Details on small boat dock building request:

- The property is owned by my sister-in-law, Nancy Loewen. I am acting as her builder.
- The address is 615 River Race Drive, at the back yard of the home of Nancy Loewen
- The structure will be about 8 feet long, comprising about 5 or 6 steps, 3 feet across, in wood, with a narrow landing at the bottom which will act like a dock for boarding a canoe.
- The structure envisioned is fairly similar in design to the public landing which is now used for fishers and canoeists located on the west bank of the race between the Jefferson St bridge and the Washington street terminal (***see attached photo***).
- I am ***attaching a screenshot of the Google Maps aerial view*** of Nancy Loewen's property. The dock is expected to be located inside the hand-drawn red rectangle.
- The two parallel 2 x 8 planks which will hold the steps between them will be laid on top of the embankment, with some minor terrain smoothing to allow the planks to lie flat in the plane of the embankment (about 40 degrees from horizontal). These planks will be held in place with four metal stakes driven into the embankment and screwed to the outsides of the planks. In addition, I plan to have one or two helical anchors securing the top end of the stairs to the embankment.
- The narrow landing at the bottom of the stairs will be cantilevered and jut about 12" to 18" over the water, so that the structure will not actually touch the water at all. The top surface of the landing will be about 10" above the surface of the water.
- I plan to have one two-foot high 4x4 post at one corner of the landing to help people enter and exit canoes or kayaks.

- I don't know yet whether the structure will have a railing. This decision can be postponed I think.
- The structure should last at least 5 years, maybe 10 or 20, and allow my sister-in-law and others to enjoy her canoe and the canal flowing past her house. Our family is committed to maintaining it in useful and safe condition.
- **I have been consulting with the Engineering Department (Dustin Sailor and Brad Minnick) since May of 2026 on this project and have tried in good faith to respond to all requests for clarification and compliance.** The Goshen Engineering Department has been consulted on this design, and based on their request, I plan to use metal stabilizing stakes instead of wooden 2"x4"s.
- **Other departments have also seen an email description of this project and have provided comments.**
- **Rhonda Yoder, the Planning and Zoning administrator**, commented (July 7 email): "If the Board of Works approves the easement/bank encroachment it needs to be based on there being no interference with the ability to maintain the canal and canal bank through the 20' canal maintenance easement along the bank of the Millrace Canal as provided on the recorded plat of Co-Housing on the Goshen Millrace subdivision."
My response: I can aver that there will be no interference. The proposed structure can readily be moved aside if the City needs access to that spot.
- **Becky Hutsell, director of Redevelopment**, commented (July 7 email): "Regarding the environmental, we did not conduct remediation along the bank. Because the site was expanded using fill over the years, there is concern with excavation within the bank. As I've read through Dustin Sailor's comments, it appears you'll be installing steel rod to hold the "stairs" in place. Is that correct? Will there be any type of excavation in that area to facilitate installation?"
My response: There will be some limited excavation essentially to smooth the slope of the bank to allow the sloped rails to lie on the ground. And the whole affair will be held in place with metal stakes.

Please let me know if you need more information.

Sincerely,

James Loewen

jamesmloewen@hotmail.com

Phone: 310-902-9649





615 River Race Dr



Restaurants



Hotels



Things to do



Transit



Parking



Pharmacies



ATMs



615 River Race Dr

Building



Directions



Save



Nearby



Send to
phone



Share



615 River Race Dr, Goshen, IN 46526



Suggest an edit on 615 River Race Dr



Add a missing place



Add your business



Add a label



Your Maps history

Photos



Layers

611

609

613

621

627

Google Maps

Imagery ©2026 Airbus, Map data ©2026 Google

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20 ft



Richard Aguirre, City Clerk-Treasurer
CITY OF GOSHEN

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

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

richardaguirre@goshencity.com • www.goshenindiana.org

To: City of Goshen Board of Public Works & Safety
From: Clerk-Treasurer Richard R. Aguirre
Date: Aug. 27, 2026
Subject: Request to close alley adjacent to 111 South 7th Street on Sept. 17, 2026

On Aug. 20, 2026, Amy Worsham of Goshen submitted the following request:

I am reaching out to request an alley closure off our residential property (111 South 7th Street) on the evening of September 17, from 4-9 p.m. We are requesting to block only the 1/2 alley that runs east/west between the addresses of 111 and 113 South 7th Street. The north/south stretch of alley to the west of our property would remain open.

We are hosting a private pizza party for our employees and special Janus owners at our home that evening, so I was hoping to be able to set up additional seating and motorcycle parking in the alley.

I would be requesting barricades if they are available.

I have also given our neighbors to the south of us and to the west of us notice of the event and let them know to reach out if it will cause any disruption or inconvenience for them.

A map is attached.

Please let me know if I've missed anything. I do plan on being at the BOW meeting.

Many thanks,

Amy Worsham

574-538-8341; amy@janusmotorcycles.com

On Aug. 27, 2026, City Street Commissioner David Gibbs sent the following email:

"The Street Department has no issues with supplying barricades for a private event to be held on 9/17 4pm-9pm, in the E/W Alley of the 100 block of S 7TH St. Barricades will be placed at 7th/alley and alley intersection ½ block west, for event holders to set up and remove. Once the BOW approves, it will be placed on our calendar."

E LINCOLN AVE



The Crypt



St. James'
Episcopal Church



Dakar 78 Motor



Koch House
of Design

E WASHINGTON ST



City of Goshen

S SIXTH S.

S SEVENTH S.

S COTTAGE AVE



8/24/2026

Board of Works Street Closure Request

Art House on behalf of Arts on the Millrace

Re: Proposed alternative location for Arts on the Millrace 2026 due to the Madison St. bridge being closed for vehicular traffic.

To the Goshen City Board of works.

Art House on behalf of Arts on the Millrace would like to request closure of River Race Drive between W. Jefferson and the first East/West Alley. See attached proposed layout of festival and street barricades. We would like to request closure from September 11th to the evening of September 12th.

We will be requesting Redevelopment Commission permission to use their land for the festival at their regularly scheduled meeting on September 8th.

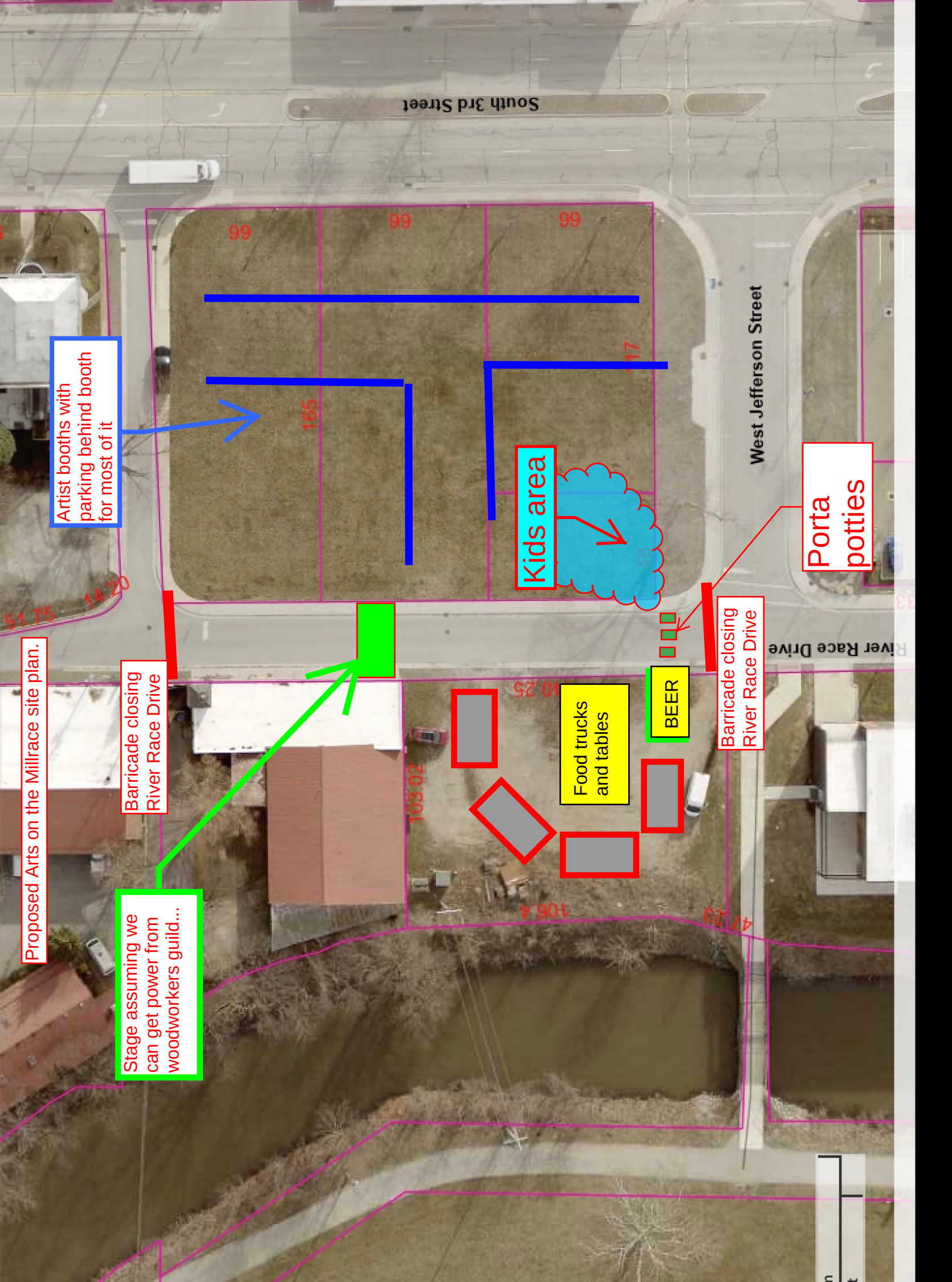
Thank you for your consideration,

Sincerely,

Brad Hunsberger

Brad Hunsberger

Co-founder Arts on the Millrace



Proposed Arts on the Millrace site plan.

Stage assuming we can get power from woodworkers guild...

Barricade closing River Race Drive

Artist booths with parking behind booth for most of it

Kids area

Food trucks and tables

BEER

Barricade closing River Race Drive

Porta potties

Marlin Schwartz
Member, Artisan Investment Group LLC
420 N Main St ste 1
Middlebury, IN 46540
abgmarlin@gmail.com

August 21, 2026

**Re: Request for Approval to Utilize Existing Entrance for 205 Middlebury St
Goshen, IN 46528**

Dear Members of the Goshen Board of Works:

On behalf of Artisan Investment Group LLC, I am writing to acknowledge Condition 6 of the prior BZA approval concerning the property located at **205 Middlebury St Goshen, IN 46528**. Condition 6 states:

"The drive approach from Middlebury Street located southwest of the porch shall be removed, with the sidewalk replaced and bare soil areas leveled and re-seeded with grass."

After evaluating the parking in light of the property's current tenancy, we respectfully request the Board of Works approval to allow the existing drive approach to remain and utilized as a designated parking space for the residents.

The resident's current assigned parking space is located near the carriage house off of N 5th St, a considerable distance from her back door. To reach her vehicle, she must walk across the yard while carrying her personal belongings and accompanying her young daughter. This creates a particular concern during the winter months, when snow, ice, and other adverse conditions may make the route difficult and unsafe.

At present, the resident does not have an allotted parking space near either of the home's entrances. Allowing the existing drive approach southwest of the porch to remain would provide her with a practical and safer parking location near her front door. It would reduce the distance she and her daughter must travel outdoors and minimize the need to cross potentially icy or snow-covered areas of the property.

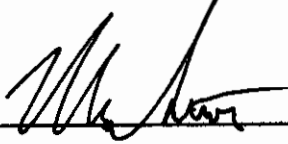
Artisan Investment Group LLC understands that Condition 6 may have been imposed in part because of concerns regarding future maintenance or expenses to the City. If so, Artisan Investment Group LLC is willing to assume future costs associated with the drive approach and parking area, including any maintenance, repair or replacement. We want to reiterate that we are not asking for a new curb cut or approach but for the Board of Works approval to utilize the already existing entrance.

We respectfully request approval to retain the existing drive approach and use it as a designated parking space for the resident. We believe this modification would address a genuine safety and accessibility concern while preserving the intent of the prior BZA's approval and avoiding additional expenses to the City.

Thank you for your consideration of this request.

Respectfully submitted,

Marlin Schwartz, Member
Artisan Investment Group LLC

Signature:  _____

Date: 8-24-26 _____

Request for Closer Parking Space

Dear Board of Works,

I am writing to respectfully ask for consideration of being assigned the parking space out front of my apartment rather than the space considerably far by the carriage house.

While I understand the need to accommodate everyone's parking needs, the current location is becoming increasingly difficult and concerning for me, especially with winter approaching. I have a young daughter whom I need to safely assist to and from the car while also trying to carry everything. Having to walk with her from the carriage house area through snow, ice, and other winter conditions creates an unnecessary safety concern for both of us. It can be very difficult to navigate those conditions while also helping my daughter, carrying belongings, and getting safely into our home.

The parking space out front southwest of my porch would make a tremendous difference. It would be much more convenient for our daily commute and, importantly, would allow us to enter our apartment more easily using the code on our front door. Having the car closer to our entrance would provide greater safety, convenience, and peace of mind, particularly during the winter months.

I sincerely hope you will consider my request and understand the difference that a closer parking space would make for me. I would truly appreciate the opportunity to have the space out front.

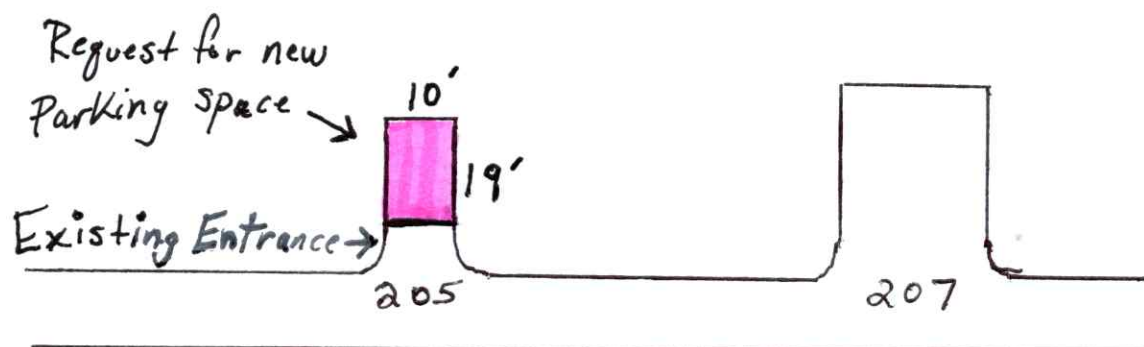
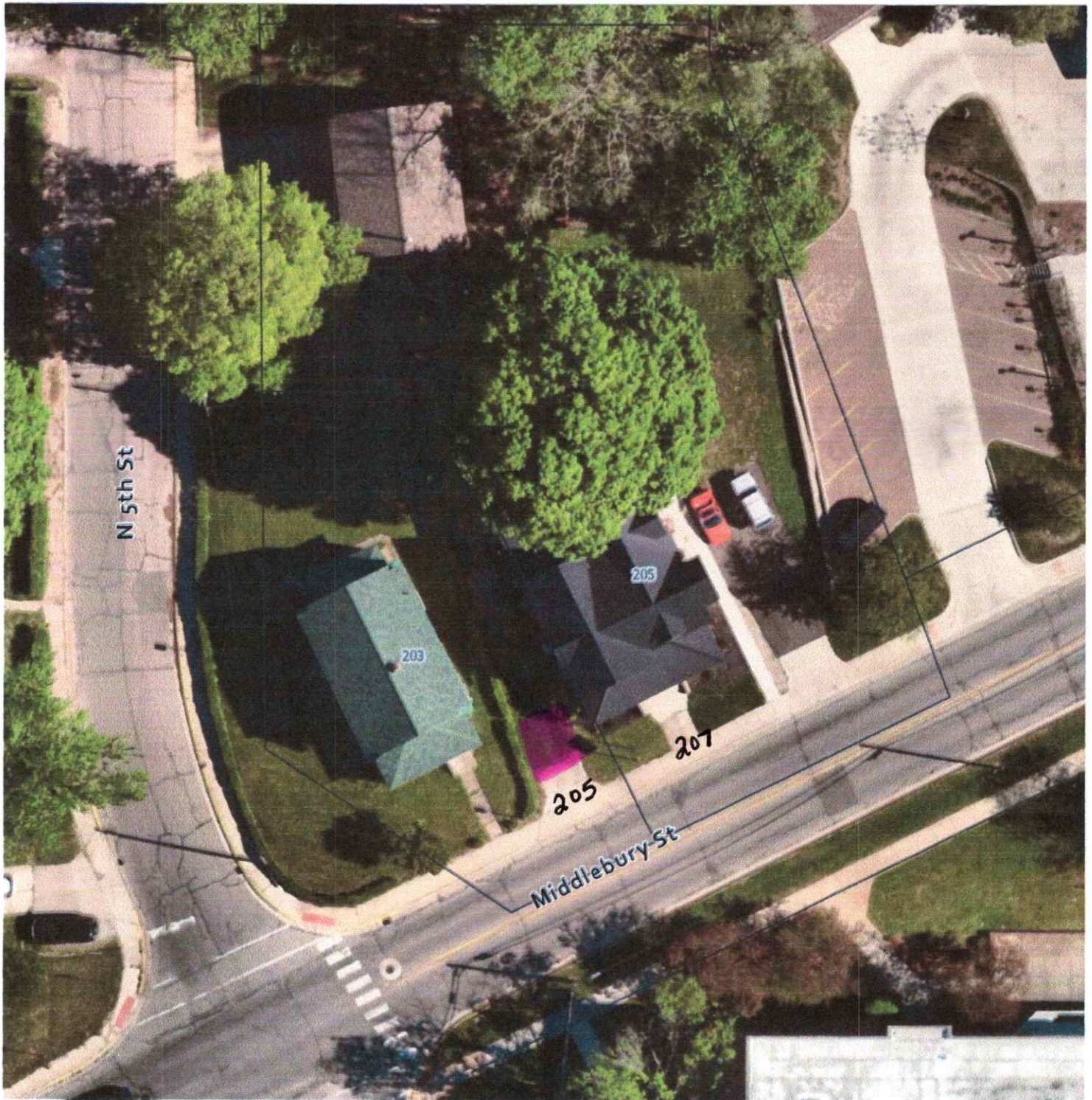
Thank you for your time, consideration, and understanding!

Respectfully,



Haley Kreese
205 Middlebury St
Goshen, IN 46528







**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

Aug. 21, 2026

Richard:

Good afternoon. You had mentioned that 205 Middlebury Street may come up again next week at BOW, with a request to retain the drive approach to the west of the house (which we believe has now been confirmed to be on the property at 205 Middlebury St, not 203 Middlebury St).

Marlin Schwartz spoke with Director of Public Works & Utilities Dustin Sailor and he communicated that the Engineering Department would not be in support of retaining the western drive approach: We want to minimize the number of access points, especially on an arterial like Middlebury Street, and near an intersection.

The original, approved plan was for removal of this western approach and also for three (3) parking areas, with the third to be at the building along 5th Street. The relevant highlighted portions of the Board of Zoning Appeals variance are shown below: The Board of Zoning Appeals approved the use variance for a duplex in the R-1 District, including these conditions (note highlighted portions):

- Removal of drive approach on west side of house, with sidewalk replaced and soil leveled and re-seeded

- Property cannot remain unoccupied more than 12 months past the final Building Dept inspection / approval for occupancy

- Reduction from requirement of (4) off-street parking spaces to (3) off-street parking spaces

City Planning and Zoning staff were of the opinion that, as vehicles have been using the existing drive approach east of the house and parking in the grass, that this would likely continue and so it made sense to require a drive and parking area. There may be a walk from the house to the garage, but it is overgrown.

The current conditions of the property, as of Spring 2026, are shown in the photograph

Andrew Lund

Project Manager

Office (574) 534.2201

Direct (574) 533.8622

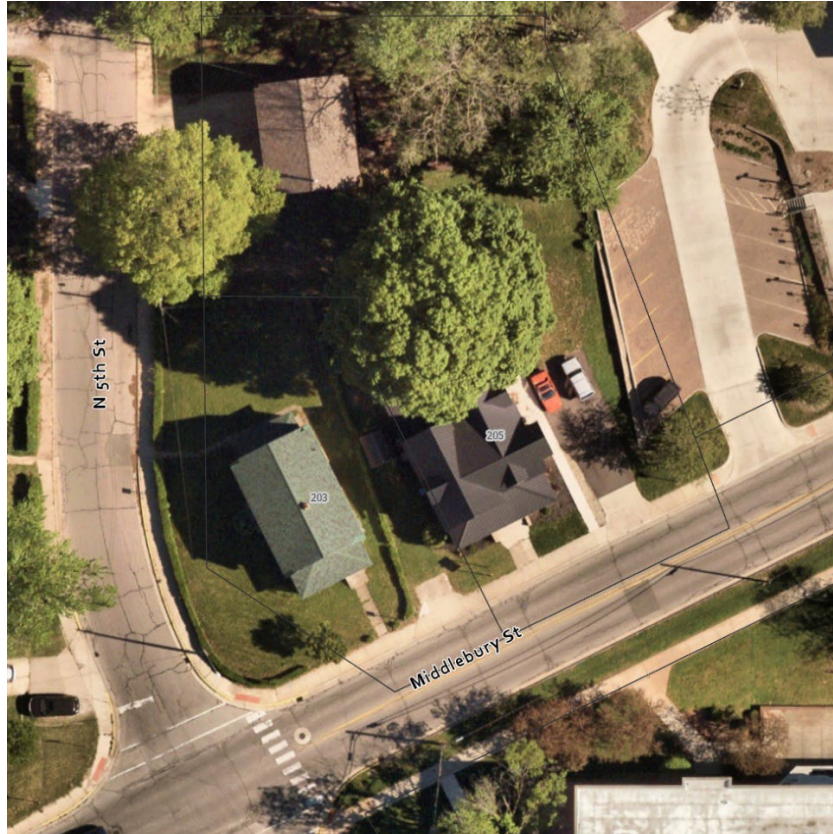
Cell (574) 361.3525



**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



Aug. 21, 2026

Andrew & Richard,

I spoke with Marlin Schwartz early last week and he said he wanted to keep that curb cut. I told him he would have to go to BZA to ask for a removal of that condition. If he needs Board of Works approval, note that it will also be in addition to BZA approval.

Sincerely,

Rossa Deegan, AICP

Assistant Planning & Zoning Administrator, City of Goshen

204 E Jefferson St, Suite 4

Goshen, IN 46528

rossadeegan@goshencity.com; 574-534-3505



City of Goshen

205 Middlebury Street - Request for Gravel Drive

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US Feet

The City of Goshen
Department of Public Works &
Safety Office of Engineering

204 East Jefferson Street, Goshen, Indiana 46528
Phone: 574-534-2201 Fax: 574-533-8626

Marlin Schwartz / Member 9/4/2024
Artisan Investment Group
420 N Main Street Suite 1
Middlebury IN 46540
abgmarlin@gmail.com
574-536-1210

Goshen Board of Works
111 E Jefferson St
Goshen, IN 46528

Dear Goshen Board Of Works,

I hope this letter finds you well. I am writing on behalf of Artisan Investment Group to formally request permission to install a gravel parking area for two vehicles at our property located at 205 Middlebury Street, Goshen, IN.

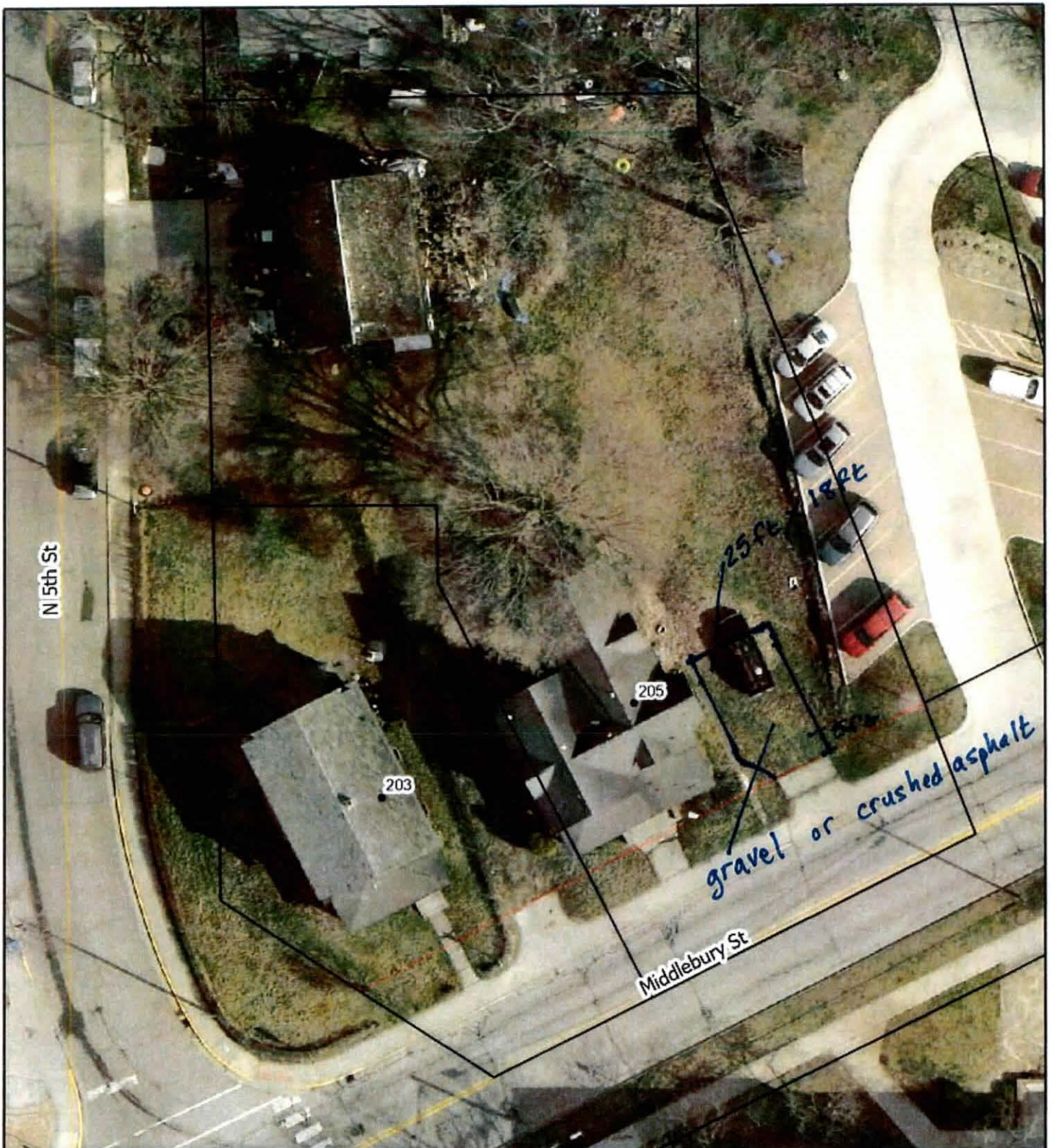
As we endeavor to enhance the functionality of our property while remaining in harmony with the neighborhood, we have observed that several properties around the block have successfully utilized gravel parking solutions. In fact, at least four neighboring properties currently feature gravel parking, which has contributed to the overall aesthetic and practicality of the area.

We believe that establishing gravel parking at our location will provide us with the necessary space for our vehicles and maintain the surrounding area's character. We are committed to ensuring that the installation is done with care, adhering to any regulations and guidelines set by the city to preserve the integrity of our community. We appreciate your time and assistance in this matter and look forward to your favorable response.

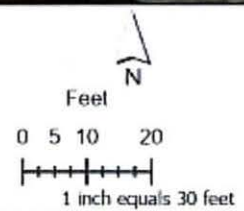
Thank you for considering our request.

Sincerely,

Marlin Schwartz
Member
Artisan Investment Group



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205 Middlebury Street

2023 Aerial
Printed on 8/16/2024

The City of Goshen

Department of
Planning & Zoning

204 East Jefferson Street Goshen, Indiana 46528
Phone: 574-534-3600 Fax: 574-533-8626

Scope of Work

Property Address: 205 Middlebury Street Goshen IN 46528

Number of units: 2

Will the footprint of the building be expanded? No

If so, explain: _____

Will any new buildings or parking/driving surfaces be added to the property? No

If so, explain: _____

Will the number of units change? No

If so, explain: _____

Will the number of bedrooms in any of the units increase? No

If so, explain: _____

Detailed Scope of Work – list and describe all improvements being made to the property:

New 2 Meter Electrical Service Base and Breaker Boxes and update wiring to code

New Metal Roof

Replace all windows

Replace all Entry Doors

New soffit and fascia

Update 2 Existing Bathrooms, Including tub/surround, vanities and toilets

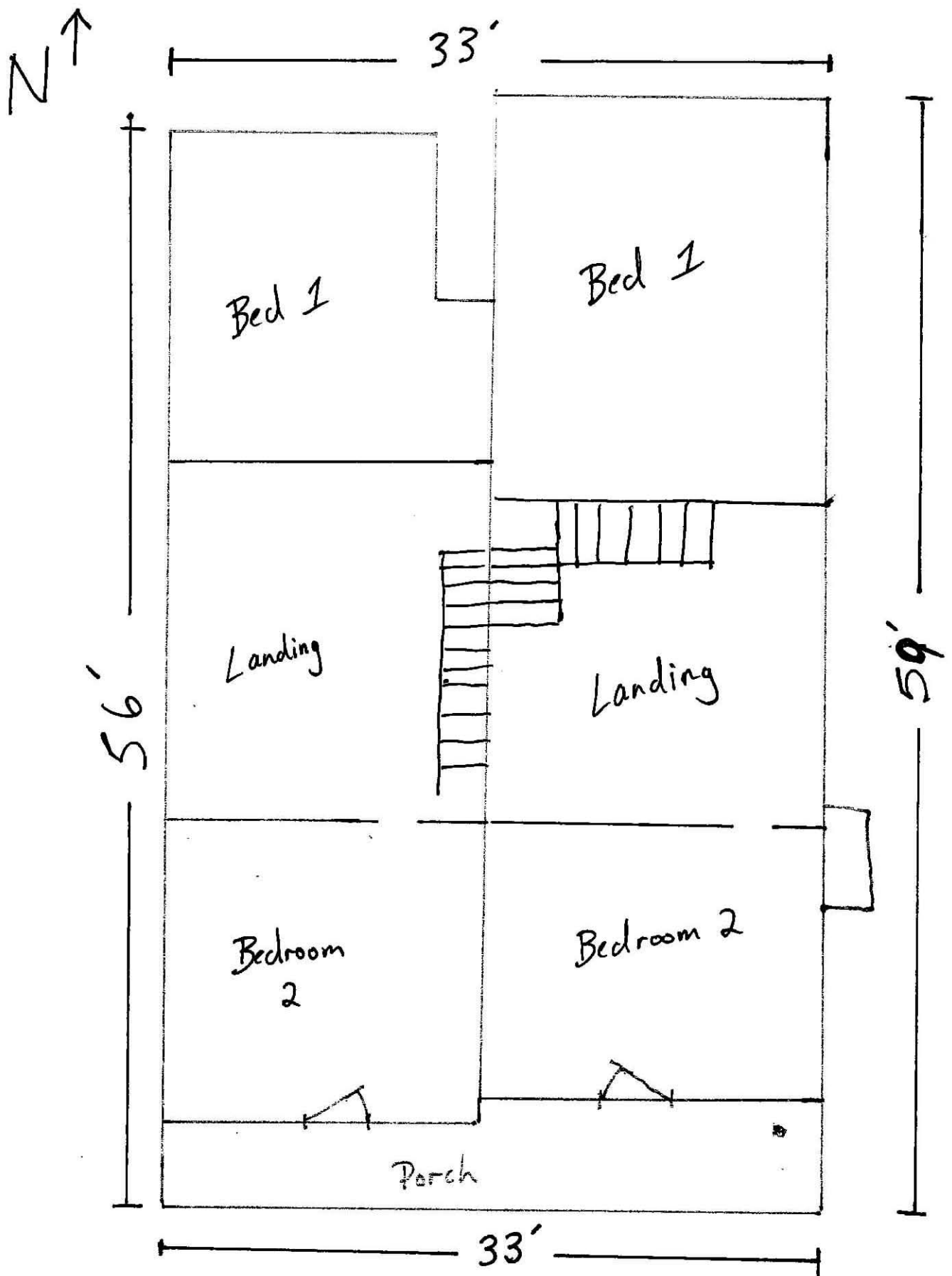
Drywall repairs and Paint the interior and exterior of Home

New Flooring on Main level and upstairs

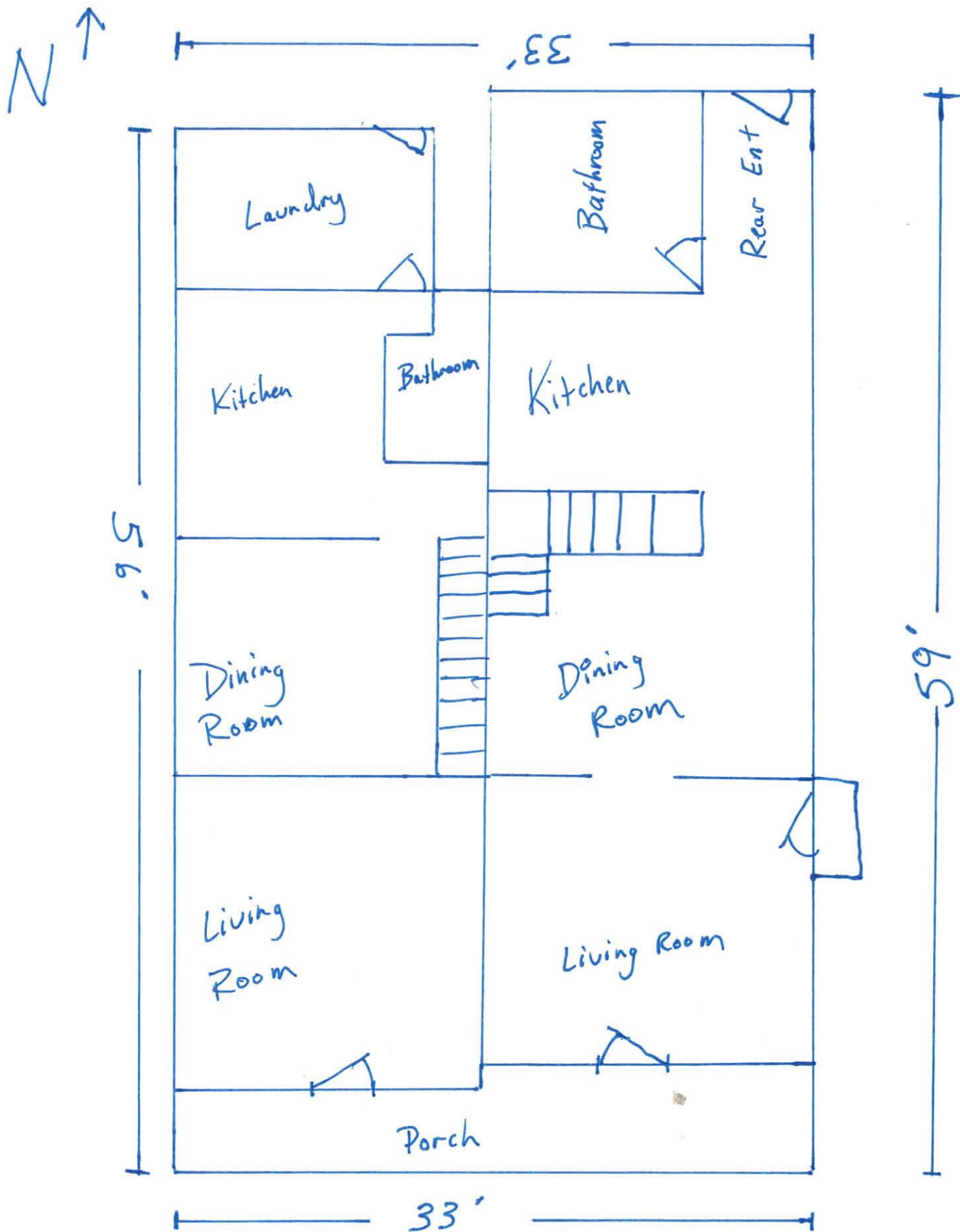
Plumbing Repairs on drain lines and water lines

2 New water heaters

2 New furnaces



UPSTAIRS. 205 Middlebury St



Main level 205 Middlebury St



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 27, 2026

To: Board of Public Works and Safety

From: Christina M. Bonham, Paralegal

Subject: Agreement with Abonmarche Consultant's, Inc. for City Hall Parking – Boundary Survey

It is recommended that the Board approve and authorize Mayor Leichty to execute the attached Agreement with Abonmarche Consultant's, Inc. to allow the City to enter into an Agreement for City Hall Parking – Boundary Survey.

The total cost for this service will be Six Thousand Nine Hundred Fifty Dollars (\$6,950).

Suggested Motion:

Approve and authorize Mayor Leichty to execute the attached Agreement with Abonmarche Consultant's, Inc. for City Hall Parking – Boundary Survey.

AGREEMENT WITH ABONMARCHE CONSULTANTS, INC. FOR CITY HALL PARKING – BOUNDARY SURVEY

THIS AGREEMENT is entered into on _____, 2026, which is the date of the last signature set forth on the signature page, by and between **Abonmarche Consultants, Inc.** (“Contractor”), whose mailing address is 303 River Race Drive, Unit 206, 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 24, 2026, and attached to this Agreement as Exhibit A.
- (B) Any inconsistency or ambiguity in this Contract shall be resolved by giving precedence in the following order:
 - (1) This Agreement, and Amendments; and
 - (2) Contractor’s Proposal.

Section 2. Scope of Services

Contractor shall provide City the services of a boundary survey for City Hall parking, which services are more particularly described in Contractor’s August 24, 2026, proposal attached as Exhibit A (hereinafter referred to as “Duties”). In the event of any conflict between the terms of this agreement and the terms contained in the proposal attached as Exhibit A, the terms set forth in this agreement shall prevail.

Section 3. Effective Date; Term

- (A) The agreement shall become effective on the day of execution and approval by both parties.
- (B) Contractor acknowledges that time is of the essence and that the timely performance of its Duties is an important element of this agreement. Contractor shall perform all Duties as expeditiously as is consistent with professional skill and care in the orderly progress of the Duties.
- (C) Contractor shall commence the Duties as soon as practicable after receiving fully executed Agreement and Parks Department’s notice to proceed.

Section 4. Compensation

City agrees to compensate Contractor the sum of Six Thousand Nine Hundred Fifty Dollars (\$6,950) 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 Engineering Department
204 East Jefferson Street
Goshen, IN 46528
Email is also acceptable at jasonhoffman@goshencity.com

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

Section 6. Ownership of Documents

All documents, records, applications, plans, drawings, specifications, reports, and other materials, regardless of the medium in which they are fixed, (collectively "Documents") prepared by Contractor or Contractor's employees, agents or subcontractors under this agreement, shall become and remain the property of and may be used by City. Contractor may retain a copy of the Documents for its records.

Section 7. Licensing/Certification Standards

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

Section 8. Independent Contractor

- (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 9. Non-Discrimination

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

Section 10. Employment Eligibility Verification

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

Section 11. Contracting with Relatives

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

Section 12. No Investment Activities in Iran

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

Section 13. Indemnification

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

Section 14. Insurance

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

Section 15. Force Majeure

- (A) Except for payment of sums due, neither party shall be liable to the other or deemed in default under this contract if and to the extent that such party's performance under this contract is

prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the party and could not have been avoided by exercising reasonable diligence. Examples of force majeure are natural disasters or decrees of governmental bodies not the fault of the affected party.

- (B) If either party is delayed by force majeure, the party affected shall provide written notice to the other party immediately. The notice shall provide evidence of the force majeure event to the satisfaction of the other party. The party shall do everything possible to resume performance. If the period of non-performance exceeds thirty (30) calendar days, the party whose ability to perform has not been affected may, by giving written notice, terminate the contract and the other party shall have no recourse.

Section 16. Default

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

Section 17. Termination

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

Section 18. Notice

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

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

Contractor: Abonmarche Consultants, Inc.
Attention: Brad Mosness
303 River Race Dr., Unit 206
Goshen, IN 46526

Section 19. Subcontracting or Assignment

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

Section 20. Amendments

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

Section 21. Waiver of Rights

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

Section 22. Applicable Laws

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

Section 23. Miscellaneous

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

Section 24. Severability

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

Section 25. Binding Effect

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

Section 26. Entire Agreement

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

Section 27. Authority to Execute; 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.

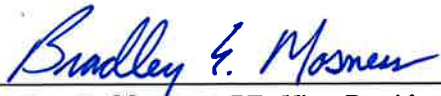
IN WITNESS WHEREOF, the parties have executed this agreement on the dates as set forth below.

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

Gina M. Leichty, Mayor

Date Signed: _____

ABONMARCHE CONSULTANTS, INC.



Bradley E. Moshness, PE, Vice President/Goshen
Office Director

Date Signed: 08-24-2026

August 24, 2026

Mr. Jason Hoffman, Technician
City of Goshen Engineering Department
204 East Jefferson Street
Goshen, IN 46528-3405

RE: **PROPOSAL FOR PROFESSIONAL SURVEYING SERVICES**

City Hall Parking – Boundary Survey
City of Goshen, Indiana

Dear Mr. Hoffman:

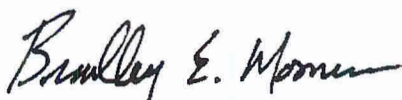
ABONMARCHE CONSULTANTS is pleased to present this proposal to provide professional surveying services for the proposed project referenced above. The City of Goshen's current need is to perform one overall boundary retracement survey of four parcels containing parking lots for City Hall and the adjacent church. The drawing will be utilized to create the following for transfer of parking lots between the city and church:

1. Parcel 20-11-09-433-004.000-015 (Parking lot adjacent to church)
 - Create a new 10-foot-wide easement covering existing lighting. Create two new legal descriptions for the city to transfer the south portion to the church and north portion to stay owned by the city.
2. Parcels 20-11-09-433-001.000-015 & 20-11-09-433-002.000-015 (Parking lot east of City Hall)
 - Create new legal description for the church to transfer this parking lot to the city.
3. Parcel 20-11-09-433-009.000-015 (Parking lot between Alley and 6th Street)
 - Create new legal description for the church to transfer this parking lot to the city.

Our fee to perform the above boundary survey and to prepare the requested four new legal descriptions for property transfer and the new easement is \$6,950 (lump sum) with a schedule of seven weeks from receipt of a signed agreement.

We appreciate the opportunity to submit our proposal and look forward to working with you. If you have any questions regarding this proposal, please do not hesitate to contact me at the office at (574) 314-1024 or by email at bmosness@abonmarche.com.

Sincerely,
ABONMARCHE CONSULTANTS, INC.



Bradley E. Mosness, PE
Vice President / Goshen Office Director



CITY OF GOSHEN LEGAL DEPARTMENT

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

Phone (574) 537-3820 • Fax (574) 537-3817 • TDD (574) 534-3185
www.goshen.indiana.gov

August 27, 2026

To: Goshen Board of Public Works and Safety

From: Christina Bonham, Paralegal

Subject: Oakridge Cemetery Maintenance Building Roofing & Siding Project

The City solicited proposals for the Oakridge Cemetery Maintenance Building Roofing & Siding Project in accordance with Indiana Code § 36-1-12-4.7. Solicitations were sent to five contractors. The proposals received on August 13, 2026, are summarized below:

1. Newbury Square Construction, \$63,848.51
2. Reliable Roofing and Construction, \$123,000.00

After reviewing the proposals, staff recommends awarding the Contract to Newbury Square Construction submitting the lowest responsible and responsive quote of \$63,848.51. Accordingly, staff further recommends that the Board approve and authorize the Mayor to execute the attached Contract for this project.

Suggested motion:

Move to award the Contract for the Oakridge Cemetery Maintenance Building Roofing & Siding Project to Newbury Square Construction, the lowest responsible and responsive quoter, in the amount of \$63,848.51.

Move to approve and authorize the Mayor to execute the Contract for this project.

CITY OF GOSHEN, INDIANA

CONTRACT

FOR

PROJECT: Oakridge Cemetery Maintenance Building Roofing & Siding

THIS CONTRACT ("Contract") is entered into on _____, 2026, which is the date of the last signature set forth on the signature page (the "Effective Date"), by and between Newbury Square Construction ("Contractor"), whose address is 455 E. Farver, Suite 6, Shipshewana, IN 46565, and **City of Goshen, Indiana** ("City"), a municipal corporation and political subdivision of the State of Indiana acting through the Goshen Board of Public Works and Safety.

In consideration of the terms, conditions and mutual covenants contained in this Contract, City and Contractor agree as follows:

1. Scope of Work.

- (A) Contractor shall provide all services necessary for successful completion and acceptance of the above referenced public works project (hereinafter referred to as "Project") in accordance with the Specifications that are made a part of and attached to this Contract. The Project includes, but is not limited to the removal of existing, and the installation of new metal roofing and siding on the Oakridge Cemetery maintenance building located at 435 North First Street, Goshen, together with all associated supervision, labor, materials, equipment, tools, transportation, services, and other resources necessary.
- (B) For the purposes of this Contract and the Specifications, all services to be performed by Contractor for the Project shall be referred to as the "Work." The Work includes, but is not limited to, providing all associated supervision, labor, materials, equipment, tools, transportation, services, and other resources necessary for the successful completion and acceptance of the Project, including all tasks, activities, items and incidental requirements, whether or not specifically called for in the Specifications and Contract Documents, or any incorporated documents, necessary to produce a complete, functional, and compliant Project.
- (C) Contractor agrees to execute the Work by following and applying at all times the highest professional and technical guidelines and standards.

2. Component Parts of this Contract.

- (A) This Contract shall include the terms and conditions set forth herein, as well as the terms and conditions set forth in the following component parts which are specifically incorporated into this Contract by reference:
 - (1) City of Goshen, Indiana Specifications and Contract Documents for the Project, including addenda, if any.
 - (2) Contractor's proposal to perform the Work for the Project as submitted to City, including the Project Proposal Form and all submittals and attachments prepared by Contractor.
 - (3) Notice to proceed issued by City to Contractor.
 - (4) Amendments and/or change orders that may be subsequently executed by City and Contractor.
 - (5) Contractor's certificate of insurance.

- (B) In the event of a conflict inconsistency or ambiguity in this Contract and any of the component parts, the following order of precedence shall govern:
- (1) Executed Amendments and/or Change Orders;
 - (2) This Contract;
 - (3) The City of Goshen Specifications and Contract Documents, including addenda, if any;
 - (4) Contractor's Project Proposal Form as submitted to City;
 - (5) Other documents incorporated by reference; and
 - (6) City's (and/or City's authorized representative's) written determination to resolve any conflict, inconsistency or ambiguity existing in this Contract and any of the component parts.

3. Duties of Contractor.

- (A) Contractor shall provide all associated supervision, labor, materials, equipment, tools, transportation, services, and other resources necessary for the successful completion and acceptance of the Project, including all tasks, activities, items and incidental requirements, whether or not specifically called for in the Specifications and Contract Documents, or any incorporated documents, necessary to produce a complete, functional, and compliant Project.
- (B) In accordance with Indiana Code § 5-16-13-9, Contractor, as a tier 1 contractor as defined by Indiana Code § 5-16-13-4(1) (the prime or general contractor), agrees that not less than fifteen percent (15%) of the total Contract price, as determined at the time the Contract is awarded, will be contributed by work performed by Contractor's employees, materials supplied directly by Contractor, and/or services supplied directly by Contractor's employees.
- (C) Contractor is responsible for ensuring that all contractors in any contractor tier that are performing some part of the work on, supplying some of the materials for, or supplying a service for the Project are also in compliance with all statutory requirements set forth in Indiana Code § 5-16-13 et seq. and all applicable provisions of this Contract.

4. Effective Date; Term.

- (A) The Contract shall become effective on the date of the last signature of the authorized representatives of both the City of Goshen and Contractor (the "Effective Date").
- (B) This Contract and shall continue until all Work on the Project is completed to the satisfaction of City and the respective obligations of each party have been carried out in full, unless otherwise terminated in writing.
- (C) Contractor shall begin Work immediately upon receiving a written notice to proceed from City.
- (D) Contractor shall carry out all Work expeditiously with adequate work forces and shall substantially complete the Project by November 1, 2026.

"Substantial completion" or "substantially complete" refers to the date when the Work is sufficiently complete in accordance with the Specifications and Contract Documents, as may be modified by any written and approved amendments or change orders, and the Project is available for its intended use or purpose.

5. Compensation.

- (A) City shall compensate Contractor for the satisfactory performance of the Work under this Contract the total Project cost of Sixty-Three Thousand Eight Hundred Forty-Eight Dollars and 51/100 (\$63,848.51) as set forth in Contractor's Project Proposal Form.
- (B) Contractor will be responsible for all expenses incurred in the performance of Work under this Contract. Compensation paid to Contractor is in full consideration for any Work performed and any expenses incurred while performing said Work.

6. **Payments.**

- (A) City shall compensate Contractor as follows:
 - (1) City will pay Contractor an amount not to exceed fifty percent (50%) of the total Project cost once the materials have been delivered to the worksite.
 - (2) City will pay Contractor the balance due of the total Project cost upon the satisfactory completion of all Work on the Project.
- (B) As a condition of payment, all Work performed under this Contract must meet the City's reasonable satisfaction and comply with all requirements of the Specifications and Contract Documents. City shall have no obligation to pay for any Work determined to be unsatisfactory, defective, or inconsistent with the terms of this Specifications and Contract Documents.
- (C) Contractor shall submit a detailed invoice for the supply of materials under paragraph (A)(1) upon delivery of the materials, and a detailed invoice for all Work satisfactorily completed under paragraph (A)(2) upon completion of all Work. Contractor shall NOT submit an invoice prior to the completion of the Work. The invoices shall be submitted to City for review and acceptance to the following address, or at such other address as City may designate in writing:

City of Goshen, Indiana
c/o Goshen Buildings & Grounds Department
524 E. Jackson Street
Goshen, IN 46528
- (D) In addition, Contractor shall submit proof to City that Contractor has paid all subcontractors, material suppliers, laborers, and those furnishing services for this Project before City makes final payment.
- (E) City will process payment to Contractor within forty-five (45) days after receipt of a complete and detailed invoice, subject to City's review and acceptance. In the event of any dispute, City shall pay only the undisputed portion of the invoice. Payment shall be considered made on the date of mailing the check.
- (F) Any payment made by City shall not relieve the obligation of Contractor to correct any unsatisfactory or defective Work, nor shall such payment constitute acceptance of any Work not in compliance with the Specifications and Contract Documents.
- (G) Contractor shall have a current W-9 form on file with the Goshen Clerk-Treasurer's Office before City will issue payment to Contractor.

7. **Project Safety.** Contractor shall be responsible for initiating, maintaining, supervising and enforcing all safety precautions and programs in connection with the Project, and shall comply with any protective measures indicated in these Specifications and Contract Documents and as required by local, state and federal rules and regulations.

8. **Materials and Workmanship; Inspection.**

- (A) All equipment, goods, materials, and systems provided in the performance of this Contract shall be as specified in these Specifications and Contract Documents, be of the best grade and free of defects, and subject to the City's observation, inspection and testing.
- (B) In accordance with Indiana Code § 5-16-8-2 et seq., if any steel or foundry products are to be used or supplied in the performance of this Contract, Contractor shall use only steel or foundry products made in the United States.
- (C) City shall be afforded complete and unhindered access to the Work for observation, inspecting and testing. Contractor shall provide proper and safe conditions for such access.
- (D) City shall have the right to reject equipment, goods, materials, systems and/or workmanship and require the correction or replacement of equipment, goods, materials, systems or workmanship

which are defective or do not conform to the requirements of the Specifications. Contractor shall correct, at Contractor's expense, any defects, omissions or nonconformance after written notice from City.

- (E) In the event Contractor fails, refuses or neglects to correct any defects, omission or nonconformance, City may correct the same and Contractor agrees to pay on demand the cost and expense for making the correction.

9. **Warranty.**

- (A) Contractor shall warrant all equipment, goods, materials, and systems furnished under this Contract to be new unless otherwise specified, and all workmanship to be of the highest quality, free from faults and defects, and to conform to the requirements of the Specifications.
- (B) This warranty period shall be as specified in the Specifications, or if no warranty period is specified, the warranty period shall be a minimum of one (1) year after substantial completion of the Project. This warranty shall survive any inspection, testing, acceptance, or payment by the City.
- (C) Under this guarantee, Contractor agrees to correct or replace without delay and at Contractor's expense, the equipment, goods, materials, systems or workmanship which are defective or do not conform to the requirements of the Specifications.
- (D) Upon final completion of the Project, Contractor shall assign to City all assignable manufacturer warranties, guarantees, and service agreements. Should it become necessary, Contractor agrees to assist City with all necessary steps to file and collect on any manufacturer's warranty for any equipment, goods, materials and systems furnished under this Contract and installed by Contractor or any subcontractor.
- (E) Any work required as a result of erroneous site preparation due to the fault or negligence of Contractor shall also be provided by Contractor at no additional charge to City.

10. **Independent Contractor.**

- (A) Contractor enters into this Contract, and will remain throughout the term of the Contract, as an independent contractor. This Contract does not in any way create any type of partnership, association, joint venture, or other business relationship. Contractor agrees that Contractor and any employees, agents or subcontractors of Contractor shall be under the sole and exclusive direction and control of Contractor, and such employees, agents or subcontractors are not and will not become employees, agents or subcontractors of City while this Contract is in effect.
- (B) Contractor shall be solely 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.
- (C) Contractor shall provide all necessary unemployment and workers' compensation insurance, and any other insurance on Contractor and Contractor's employees, agents or subcontractors. Contractor is solely responsible for compliance with all federal, state and local laws regarding the reporting of compensation earned and the payment of all income taxes. City will not withhold from any compensation paid any amounts for federal, state or local income taxes.

11. **Non-Discrimination.**

- (A) This Section applies to a contractor in any contractor tier, including any subcontractors.
- (B) In accordance with Indiana Code § 22-9-1-10, Contractor and all subcontractors shall not discriminate against any employee or applicant for employment to be employed in the performance of this Contract, with respect to the employee or applicant's hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of the employee or applicant's race, religion, color, sex, disability, national origin, or ancestry. Breach of this covenant may be regarded as a material breach of the Contract.

- (C) In accordance with Indiana Code § 5-16-6-1, the Contractor agrees:
- (1) That in the hiring of employees for the performance of work under this Contract or any subcontract hereunder, no contractor, or subcontractor, nor any person acting on behalf of such contractor or subcontractor, shall, by reason of race, religion, color, sex, national origin or ancestry, discriminate against any citizen of the state of Indiana who is qualified and available to perform the work to which the employment relates;
 - (2) That no contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of work under this Contract on account of race, religion, color, sex, national origin or ancestry;
 - (3) That there may be deducted from the amount payable to Contractor by City under this Contract, a penalty of Five Dollars (\$5.00) for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of the Contract; and
 - (4) That this Contract may be canceled or terminated by City, and all money due or to become due hereunder may be forfeited, for a second or any subsequent violation of the terms or conditions of this Section of the Contract.

12. **Employment Eligibility Verification.**

- (A) This Section applies to a contractor in any contractor tier, including any subcontractors.
- (B) In accordance with Indiana Code § 22-5-1.7 et seq., by execution of this Contract, Contractor affirms under the penalties for perjury that Contractor does not knowingly employ an unauthorized alien.
- (C) Contractor further agrees to enroll in and verify the work eligibility status of all 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.
- (D) In accordance with Indiana Code § 5-16-13-11(1), before an individual who is required to be verified under Indiana Code § 22-5-1.7 begins work on the Project, Contractor shall submit to City the E-Verify case verification number for the individual. An individual who is required to be verified under Indiana Code § 22-5-1.7 whose final case result is final non-confirmation may not be employed on the Project.
- (E) Contractor or any subcontractor shall not knowingly employ or contract with an unauthorized alien, and shall not retain an employee or continue to contract with an individual that Contractor or subcontractor subsequently learns is an unauthorized alien.
- (F) Contractor shall require all subcontractors that perform work under this Contract to certify to Contractor that the subcontractor does not knowingly employ or contract with an unauthorized alien and that the subcontractor has enrolled and is participating in the E-Verify program except for a subcontractor that is self-employed and does not employ any employees. Contractor agrees to maintain this certification throughout the duration of the term of this Contract.
- (G) City may terminate the Contract if Contractor fails to cure a breach of this Section no later than thirty (30) days after being notified by City of a breach.

13. **Investment Activities in Iran.** In accordance with Indiana Code § 36-1-12-23 and Indiana Code § 5-22-16.5, by execution of this Contract, Contractor certifies that Contractor does not engage in investment activities in Iran as defined by Indiana Code § 5-22-16.5-8.

14. **Contractor Compliance with Other Laws.**

- (A) This Section applies to a contractor in any contractor tier, including any subcontractors.
- (B) In accordance with Indiana Code § 5-16-13-11, Contractor agrees:
 - (1) A contractor shall not pay cash to any individual employed by Contractor for Work done by the individual on the Project.
 - (2) A contractor is and shall remain in compliance with the federal Fair Labor Standards Act of 1938, as amended (29 USC 201-209) and the state Minimum Wage Law of 1965 (Indiana Code § 22-2-2-1 through Indiana Code § 22-2-2-8).
 - (3) A contractor is and shall remain in compliance with the worker's compensation or occupational diseases requirements under Indiana Code § 22-3-5-1 and Indiana Code § 22-3-7-34.
 - (4) A contractor is and shall remain in compliance with the unemployment insurance under Indiana Code § 22-4-1 through Indiana Code § 22-4-39.5.
 - (5) A contractor is and shall remain in compliance with the training program requirements under Indiana Code § 5-16-13-12 as applicable.
- (C) In accordance with Indiana Code § 5-16-13-13, a contractor shall preserve all payroll and related records of a contractor for a period of three (3) years after completion of the Project; and shall open such records to inspection by the department of workforce development.

15. **Insurance.**

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

16. **Indemnification.** Contractor shall indemnify, defend, and hold harmless the City of Goshen and City's agents, officers, and employees from and against any and all liability, obligations, claims, actions, causes of action, judgments, liens, damages, penalties, injuries, or accidental deaths caused by any intentional, reckless, or negligent act or omission by Contractor or any of Contractor's agents, officers, employees and subcontractors during the performance of this Contract. Such indemnity shall include reasonable attorney's fees and other expenses incurred by City and shall not be limited by reason of insurance coverage required by this Contract.

17. **Force Majeure.** In the event that either party is unable to perform any of its obligations under this Contract or to enjoy any of its benefits because of natural disaster or decrees of governmental bodies not the fault of the affected party (hereinafter referred to as a "Force Majeure Event"), the affected party shall immediately

or as soon as reasonably possible under the circumstances provide written notice to the other party. The notice shall provide evidence of the Force Majeure Event to the satisfaction of the other party. Upon receipt of such notice, all obligations under this Contract shall be immediately suspended. The affected party shall do everything possible to resume performance. If the period of nonperformance exceeds thirty (30) days from the receipt of notice of the Force Majeure Event, the party whose ability to perform has not been so affected may, by giving written notice, terminate this Contract and the other party shall have no recourse.

18. **Suspension of Work.** City may suspend all or part of the Work for convenience or public necessity. Contractor shall protect the completed portion of the Project during any suspension. Contractor may be entitled to a reasonable extension of time due to the suspension but shall not be entitled to additional compensation unless authorized by a written change order.
19. **Funding Cancellation.** If the City's Common Council makes a written determination that funds are not appropriated or otherwise available to support continuation of performance of the Work under this Contract, this Contract shall be canceled. A determination by the Common Council that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.
20. **Default.**
 - (A) If Contractor fails to perform the Work or comply with the provisions of this Contract, then Contractor may be considered in default.
 - (B) It shall be mutually agreed that if Contractor fails to perform the Work or comply with the provisions of this Contract, City may issue a written notice of default and provide a period of time that shall not be less than 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 work in any manner deemed proper by the City, and Contractor shall be liable to the City for any excess costs incurred.
 - (C) Contractor may also be considered in default by the City if any of the following occur:
 - (1) There is a substantive breach by Contractor of any obligation or duty owed under the provisions of this Contract.
 - (2) Contractor is adjudged bankrupt or makes an assignment for the benefit of creditors.
 - (3) Contractor becomes insolvent or in an unsound financial condition so as to endanger performance under the Contract.
 - (4) Contractor becomes the subject of any proceeding under law relating to bankruptcy, insolvency or reorganization, or relief from creditors and/or debtors.
 - (5) A receiver, trustee, or similar official is appointed for Contractor or any of Contractor's property.
 - (6) Contractor is determined to be in violation of federal, state, or local laws or regulations and that such determination renders Contractor unable to perform the Work described under these Specifications and Contract Documents.
 - (7) The Contract or any right, monies or claims are assigned by Contractor without the consent of the City.
21. **Termination.**
 - (A) This Contract will continue in effect until all required Work provided for in this Contract has been completed to the satisfaction of City and the respective obligations of each party have been carried out in full and shall then terminate.
 - (B) The Contract may be terminated in whole or in part, at any time, by mutual written consent of both parties.

- (C) The Contract may be terminated in whole or in part, at any time, in the event a written determination is made under the Section entitled Funding Cancellation.
- (D) City may terminate this Contract, in whole or in part, in the event of default by Contractor.
- (E) Contractor shall be paid for all Work performed and expenses reasonably incurred prior to notice of termination.
- (F) The rights and remedies of the parties under this Section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

22. **Subcontracting or Assignment of Contract.**

- (A) Contractor shall not assign, transfer, delegate, subcontract, or otherwise convey any right, interest, duty, or obligation under this Contract, including any right to payment, without the prior written consent of City, which consent may be granted or withheld in City's sole discretion. Notwithstanding the foregoing, City acknowledges and approves the subcontractors, if any, identified in Contractor's proposal submitted in response to the solicitation for the Project. Contractor shall not replace, add, or substantially change the scope of work of any such approved subcontractor without City's prior written consent. Any attempted assignment, transfer, delegation, or subcontract without the required consent shall be void and of no effect.
- (B) No approval by the City of any subcontractor or subcontracting arrangement shall relieve Contractor of the Contractor's obligations under this Contract. Contractor shall remain fully responsible for the performance of all Work required under this Contract, whether performed by Contractor or by any approved subcontractor.
- (C) Contractor shall promptly provide written notice to City of any change in Contractor's legal name or legal status. Contractor shall provide any documentation reasonably requested by City to verify such change and facilitate continuation of payments for performance under this Contract.

23. **Change Orders.**

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

24. **Modifications or Amendments.** Any modification or amendment to the terms and conditions of the Contract, including a change order, shall not be binding unless made in writing and signed by both parties. Any verbal representations or modifications concerning the Contract shall be of no force and effect.

25. **Access to Records.** Contractor shall maintain all books, documents, papers, accounting records, payroll records, and supporting data relating to the Project for at least three (3) years after completion of the Project. City shall have the right to inspect such records upon reasonable notice.

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

27. **Applicable Laws.**

- (A) Contractor agrees to comply with all applicable federal, state, and local laws, rules, regulations and ordinances, and all provisions required to be included in this Contract are incorporated by reference.
- (B) Any provision of this Contract or incorporated documents shall be interpreted in such a way that they are consistent with all provisions required by law to be inserted into the Contract.
- (C) The provisions of Indiana Code § 5-16-13 et seq., Requirement of Contractors on Public Works Projects, are specifically incorporated into this Contract by reference.
- (D) The enactment or modification of any applicable state or federal statute or the promulgation of rules or regulations thereunder after execution of this Contract shall be reviewed by the parties to determine whether the provisions of this Contract require formal modification.
- (E) 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.
- (F) 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 Project. Failure to do so may be deemed a material breach of Contract.

28. **Governing Law.**

- (A) These documents shall be construed in accordance with and governed by the laws of the State of Indiana. Any suit must be brought in a court of competent jurisdiction in Elkhart County, Indiana.
- (B) In the event legal action is brought to enforce or interpret the terms and conditions of these documents, the prevailing party of such action shall be entitled to recover all costs of that action, including reasonable attorneys' fees.

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

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

City: City of Goshen, Indiana
Attention: Goshen Buildings & Grounds Department
524 E. Jackson Street
Goshen, IN 46528

with a copy to:

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

Contractor: Newbury Square Construction
455 E. Farver, Suite 6
Shipshewana, IN 46565
Email: sales1@newburysquareconstruction.com

31. **Binding Effect.** All provisions, covenants, terms and conditions of this Contract apply to and bind the parties and their legal heirs, representatives, successors and assigns.
32. **Entire Agreement.** This Contract, together with all component parts of this Contract, constitutes the entire agreement between the parties and supersedes all prior negotiations, representations, and agreements.
33. **Authority to Execute; Counterparts and Electronic Signatures.**
- (A) The undersigned affirm that all steps have been taken to authorize execution of this Contract, and upon the undersigned's execution, bind their respective organizations to the terms of the Contract.
- (B) This Contract 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 legally binding as the original signatures.

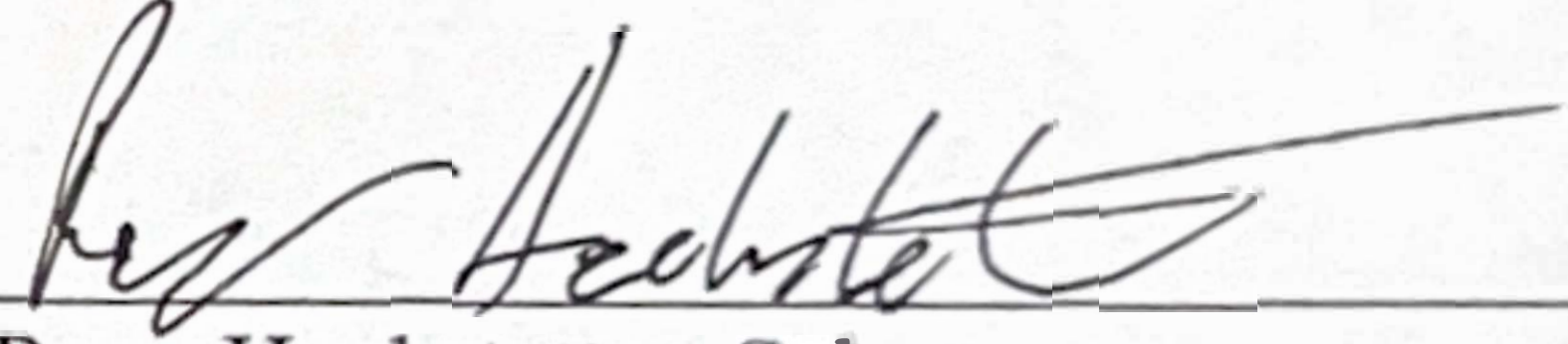
IN WITNESS WHEREOF, the parties have executed this Contract on the dates as set forth below.

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

Gina M. Leichty, Mayor

Date: _____

Newbury Square Construction



Ryan Hochstetter, Sales

Date: 8-25-2026

PROJECT SPECIFICATIONS

Oakridge Cemetery Maintenance Building Roofing & Siding Project

Scope of Project.

This Project consists of the removal of existing and installation of new metal roofing and siding on the Oakridge Cemetery maintenance building located at 435 North First Street, Goshen, Indiana, together with all associated supervision, labor, materials, equipment, tools, transportation, services, and other resources necessary.

The approximate dimensions of the maintenance building are 40' by 60' with 12' wall height and 18'6" peak height. Photos follow.

All Work shall be performed in a professional and workmanlike manner and in strict compliance with all applicable federal, state, and local laws, ordinances, codes, regulations, and industry standards. All materials, equipment, and products furnished shall be new and of first-quality manufacture. All workmanship shall be of the highest quality and shall be free from faults and defects.

Proposals are being requested based on a lump sum price for the completion of the Project. The City will pay an amount not to exceed fifty percent (50%) of the total Project cost once the materials have been delivered to the worksite. City will pay the balance due to the Contractor upon satisfactory completion and acceptance of the Project.

The Project shall be completed by November 1, 2026.

Permits and Inspections.

Contractor shall secure all permits and inspections required for the proper execution and completion of the Project.

City's Building Department will not charge Contractor a permit fee for this Project. Contractor may present a copy of the resulting Contract to Building Department to confirm the waiver of the permit fee.

Workdays and Hours.

All work shall be performed Monday through Friday between 6:30 a.m. and 7:30 p.m., excluding legal holidays, unless prior arrangements are made with City.

Use of American Steel Products.

Only steel or foundry products made in the United States shall be used or supplied for this Project.

Roofing Requirements

- Remove and dispose of existing metal roofing, including two door awnings.
- Supply and install a concealed fastener standing seam roof, 26-gauge thickness.
- Supply and install metal ridge vent.
- Supply and install ice and snow rail along the entire north and south sides.
- Supply and install all trim profiles, accessories, fasteners and any other materials required per manufacturer's specifications.
- Roof color is to be white.

Siding Requirements

- Remove and dispose of existing siding.
- Supply and install R-19 metal building insulation.

- Supply and install metal siding, 26-gauge thickness, with matching color corrosion-resistant screws.
- Supply and install all trim profiles, accessories, fasteners and any other materials required per manufacturer's specifications.
- All penetrations through the wall to be reattached and sealed.
- Supply and install new white gable vents on east and west side.
- Remove existing and install three (3) new fiberglass 6-panel exterior doors, trim and threshold plate. City will paint and supply and install locksets.
- Supply and install white 5" seamless gutters with downspouts at each corner.
- Wall color to match the light blue existing fence located at the above ground fuel center. Trim pieces are to be white.

Rotten/Damaged Lumber

- Work shall include the replacement or reinforcement of the wall girts that are rotten/damaged shown in photos #5 and #6 located in the southwest corner of the building.
- Contractor shall bring to City's attention of any purlins, wall girts or other lumber that are rotten or damaged and need to be replaced or reinforced prior to installing new roofing and new siding.

Wastes.

Contractor shall remove and properly dispose from the premises all roofing and siding materials removed, and all other waste materials and debris generated as a result of the work.

Warranty Requirements.

Contractor shall warrant all labor, installation, and workmanship associated with the Project for a minimum period of one (1) year from the date the Project is completed and accepted by City. During the warranty period, Contractor shall, at no cost to City, promptly repair or replace any defective work resulting from faulty workmanship, improper installation, or other construction-related deficiencies.

Contractor shall furnish and assign to City the manufacturer's written warranties covering the roofing, siding, fasteners, trim, and other installed materials. The warranties shall be issued directly by the respective manufacturer and shall have a minimum term of thirty (30) years against defects in materials, including premature deterioration, cracking, splitting, peeling, delamination, excessive corrosion, or manufacturing defects.

Contractor shall deliver all warranty documents, maintenance recommendations, and warranty registration information to the City prior to final payment and shall take all actions necessary to ensure the warranties are properly registered in the City's name.

Upon written or verbal notice from the City of a warranty claim, Contractor shall respond within one business day and shall commence corrective work within a reasonable time based upon the nature of the defect. Emergency conditions involving water infiltration shall receive immediate attention to prevent damage to the building or its contents.



1



2



3



4



5 Replace or reinforce rotten/damaged lumber



6 Replace or reinforce rotten/damaged lumber



**Engineering Department
CITY OF GOSHEN**

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

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

MEMORANDUM

TO: Board of Public Works and Safety

FROM: Goshen Engineering Department

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

DATE: August 27, 2026

Niblock Excavating has requested permission to close Century Drive near 1803 Century Drive during the day on Saturday, August 29, 2026. The road will be closed for Niblock to replace a drainage pipe that crosses the roadway. Work is being scheduled on a Saturday to avoid significant impacts to adjacent businesses. Local access will be maintained to all properties between College Avenue and Eisenhower Drive. Modifications to the existing traffic control plan are shown in Figure 1, below, and the normal north-to-south traffic pattern will be restored at the end of the day when the lane is reopened.

Requested motion: Move to approve the daytime road closure of Century Drive near 1803 Century Drive on Saturday, August 29, 2026.

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

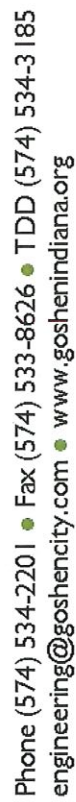
Gina Leichty, Mayor

Barb Swartley, Member

Mary Nichols, Member

Orv Myers, Member

Michael Landis, Member





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.goshenindiana.org

MEMORANDUM

TO: City of Goshen Board of Public Works and Safety

FROM: Stormwater Management Department

**RE: POST-CONSTRUCTION STORMWATER MANAGEMENT PLAN APPROVAL
DUTCH BROS COFFEE – GATEWAY SOUTH P.U.D. AMENDMENT #2
(JN: 2026-2009)**

DATE: August 27, 2026

The Dutch Bros Coffee project located at 2823 Gateway South Drive, is modifying the existing Gateway South P.U.D. post-construction stormwater management plan accepted on January 7, 2008, and Amendment #1 accepted on July 24, 2017. The developer has submitted a sufficient post-construction stormwater management plan amendment that is compliant with Ordinance 5228, "Stormwater Management."

Per the developer's request, the fully executed post-construction stormwater management plan document will be recorded by their title company as part of the Closing process. This change in the City's process was discussed with Assistant City Attorney Don Shuler.

The Stormwater Management Department requests the Board of Public Works and Safety's acceptance of the post-construction stormwater management plan amendment.

Full document available upon request.

Requested Motion: Accept the amended post-construction stormwater management plan for Dutch Bros Coffee as it has been found to meet the requirements of City Ordinance 5228.
