



## **City of Goshen Board of Public Works & Safety**

Regular Meeting Agenda

**4:00 p.m., September 25, 2025**

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

**To access online streaming of the meeting, go to** <https://goshenindiana.org/calendar>

### **Call to Order by Mayor Gina Leichty**

**Approval of Minutes:** Unavailable

### **Approval of Agenda**

**1) Downtown Goshen Inc. requests:** Approve a street closure and the use of the west and east sides of the Art Alley for the First Friday Harvest Fest on Oct. 3

**2) Lacasa request:** Approve the temporary closure of the south eastbound lane, parking spaces and sidewalk in front of The Hattle Building, 210 E. Lincoln Ave., from Monday, Oct. 6, through Saturday, Oct. 11, 2025 to ensure the safety of contractors during the installation of a new water supply line

**3) Unique Siding Co. request:** Approve the temporary closure of the sidewalk in front of GoDance Building, 113 E. Lincoln Ave. and the adjacent alley, from Oct 20-24, 2025

**4) Legal Department request:** Approve a contract for the 2025-2026 Cold Water Meter Testing Project with Vanguard Utility Service, Inc.

**5) Legal Department request:** Approve and authorize Mayor Leichty to execute the agreement and addendum with Abernethy Schwartz LLC dba BlueConduit to allow the City to participate in their no-cost customer beta program for water main intelligence solution

**6) Legal Department request:** Approve Resolution 2025-25 to approve two Lease Agreements and a License Agreement Between Elkhart County and the City Of Goshen. One lease agreement will provide space for the Goshen City Court to occupy a portion of the historic Elkhart County Courthouse, the second lease agreement will allow the City Fire Department administration to occupy another portion of the Courthouse and the City will allow Elkhart County to occupy certain fiber optic conduit located within downtown Goshen.

**7) Community Development requests:** Approve and authorize the Mayor to sign the CBDO and CDBG agreements for Planning, Public Services and Housing activities for Program Year 2025



**8) Community Development request:** Acknowledge the Uniform Conflict of Interest Disclosure by Jeffery Weaver, a Lacasa employee, City consultant and former City Deputy Clerk-Treasurer

**9) Community Development request:** Adopt the 2026 ADA Transition Plan Update and the 2026 Title VI Implementation Plan and grant permission for Mayor Leichty to sign the official Assurance documents, acknowledging both as essential frameworks for federal compliance, equity, and community accessibility

**10) Water Treatment & Sewer Collection Department public announcement:** The Fall Hydrant Flushing Program will begin Monday, Sept. 29 and continue through Friday, Oct. 3, 2025, weather permitting

**Privilege of the Floor**

**Approval of Civil City and Utility Claims**

***Adjournment***



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

Board of Works Request  
Sep 16, 2025

Downtown Goshen Inc. is requesting a street closure for the purpose of First Fridays: Harvest Fest on October 3rd. This event is in collaboration with the City of Goshen's Indigenous Peoples' Day Celebration.

1. What parking spaces/streets do you want to close/use? The half block of East Washington from 5th Street to the alley. We will also need access to and closure of the alley next to Electric Brew (118 East Washington). Addendum: We will no longer need the closure of the 8 parking spots in front of the Goshen Theater. In addition, we'd like to use the Art Alley on both the West and East side of Main Street for a vendor pop-up area.

2. Why do you want to close them? What activities will take place? Downtown Goshen First Fridays and Indigenous Peoples' Day Celebration

3. When do you want to start the closure, and when will the closure end? Closure will start at 3 p.m. and end at 9 p.m. on October 3rd, 2025.

4. Are there any affected businesses, and are they supportive of your request to close the parking spaces? There are businesses on the street affected by the closure, and they have been informed in advance.

5. Do you require any barricades from the Street Department to accomplish the closure for your event? We will require barricades for the closure. The Art Alley will not need to be blocked off nor do we need the ballards lowered.

Thank you for your consideration.

Amanda Rose  
Director of First Fridays  
Eyedart Creative Studios

September 11, 2025

To the Goshen City Board of Works,

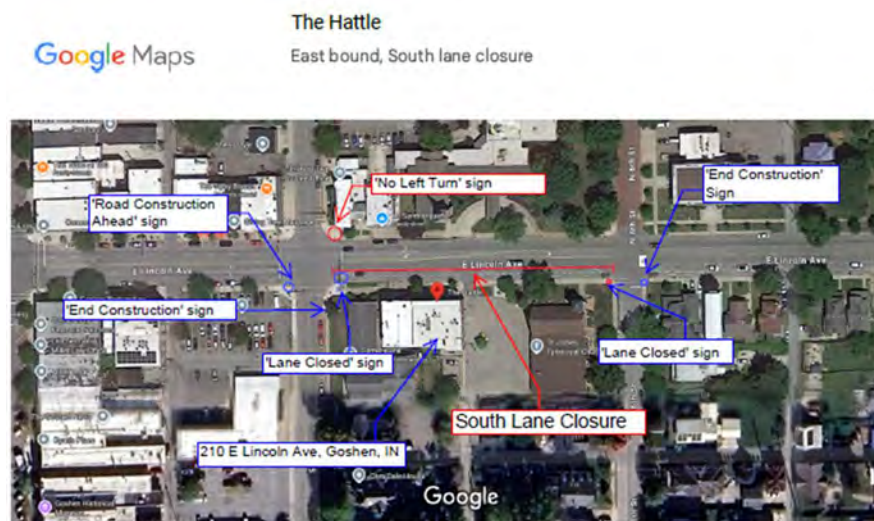
Lacasa, Inc. respectfully requests approval to temporarily close the south eastbound lane, parking spots and sidewalk in front of The Hattle Building, located at 210 E. Lincoln Ave., from Monday, October 6, 2025, through Saturday, October 11, 2025. This closure is necessary to ensure the safety of contractors during the installation of a new water supply line.

We are requesting the closure for the full week to account for potential weather-related delays.

To ensure compliance with safety regulations, Lacasa has obtained a certified traffic control plan from our traffic engineer, David H Boruff, dated September 2022, pursuant to Indiana Department of Transportation guidelines for short or intermediate-term stationary lane closure on three-lane roads. The traffic control plan outlines all required safety measures, including the placement of appropriate signage. In accordance with the plan, directional signs will be placed at 5th Street and 6th Street, instructing pedestrians to cross at those intersections and notifying drivers of the lane closure.

A map of the affected area, including signage locations, is attached for your reference.

Thank you for your time and consideration.



Sincerely,

Ashley Woodford

*Ashley Woodford*

Real Estate Development Coordinator

Lacasa, Inc.

Lacasa - Goshen

202 N. Cottage Ave.

Goshen, IN 46528

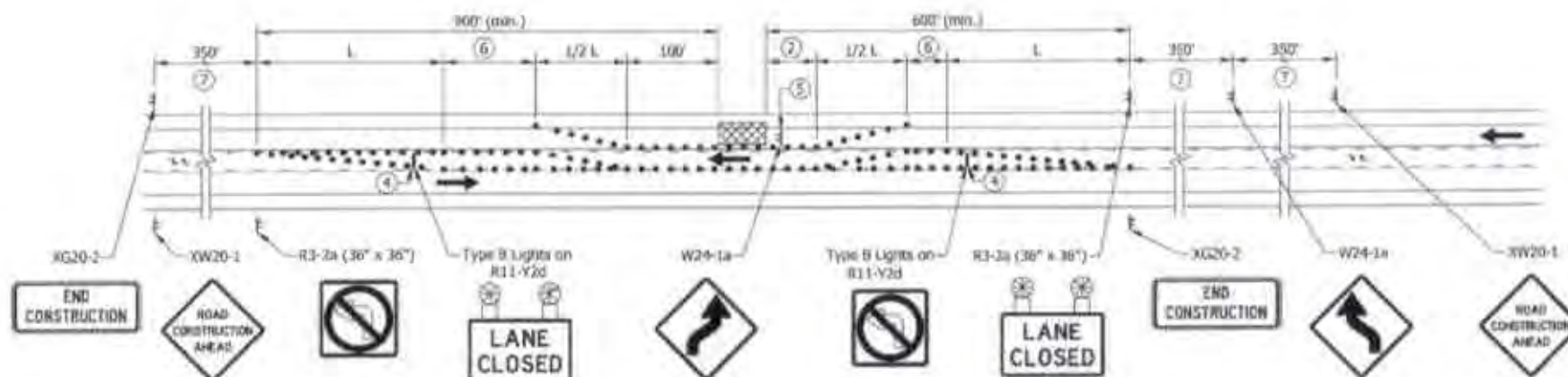
(574) 533-4450

Lacasa - Elkhart

516 S. Main Street

Elkhart, IN 46516

(574) 533-4450



#### NOTES:

1. See Standard Drawing series E 801-TCLC-12 for merge distance,  $L$ .
2. Longitudinal Buffer Length, see table.
3. R3-2A must be repeated at each intersection and at cross T and 4 drives.
4. Type T1 Barricade
5. The lane shift sign shall be placed 350 ft in advance of the return lane shift.
6. Access Control Buffer, if required.
7. For urban locations where the speed limit is  $\leq 35$  mph, the sign spacing may be reduced to 100 ft.

LONGITUDINAL BUFFER LENGTH	
Posted Speed Limit (mph)	Length (ft)
25	155
30	200
35	250
40	305
45	360
50	420
55	485
60	570
65	645
70	730

#### INDIANA DEPARTMENT OF TRANSPORTATION

#### SHORT OR INTERMEDIATE TERM STATIONARY LANE CLOSURE ON THREE LANE ROAD

SEPTEMBER 2022

STANDARD DRAWING NO. E 801-TCLC-12



*David H. Morup*  
DESIGN STANDARDS ENGINEER  
DATE 08/18/22

*[Signature]*  
CHIEF ENGINEER  
DATE 05/27/2022



63.50' (R&M)

66' (R)

28" E 66.76'

Concrete Slab  
Mil Vapor Barrier

New Sump Pit

New Block Wall With Backfill As Built To Support Exterior Slab

6" Iron Post

New Block Wall With Backfill As Built To Support Exterior Slab

Chimney

7" W x 11" H Concrete Curb

Turn 90° And Connect To Ex. Domestic Water Piping

10" W x 14" H Concrete Footing

8" W x 20" H Concrete Curb

WATER ROOM

Fire Supply

BFP

Sewer CO

BackFlow Device

2" Valve

FDC

Fire Meter

V V Meter

New FD

New Sump Pit Connected To New Floor Drain

Three New Steps To Crawlspace

Furring & Plaster

Meter

Light Pole

Repair Sidewalk At New Valve ~ 5' x 6'

Bore And Jack New 2" HDPE Line Under Sidewalk

New 2" H2O Valve 3' South Of Curb Unless City Allows 9' Into The Street

6" Fire

Old 2" Domestic

Old 2" H2O Valve

Street Cut Approx. 11' x 16'

Valve Opt?

New 2" Tap By City 7' West Of Fire Valve City Detail WA-201

Fire Water Valve

Existing 8" Clay Sewer Lateral

Retire Existing 2" Galvanized Water Service At Main Pursuant To City Detail WA-109

12" Cast Iron City Water Line

Gas Valve

2" PL

CB

6" G

Existing Lane Markings

Traffic Cones

Outline Of Work Area

Existing Double Center Line

10'-0" Maintain Travel Lane

First Presbyterian Church Water Service

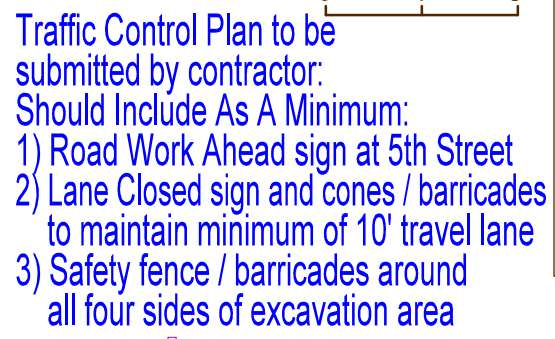
18" VCP City Sewer Line

North Arrow

Scale: 0' 4' 8'

Traffic Control Plan to be submitted by contractor:  
Should Include As A Minimum:  
1) Road Work Ahead sign at 5th Street  
2) Lane Closed sign and cones / barricades to maintain minimum of 10' travel lane  
3) Safety fence / barricades around all four sides of excavation area

Saved 8/26/20

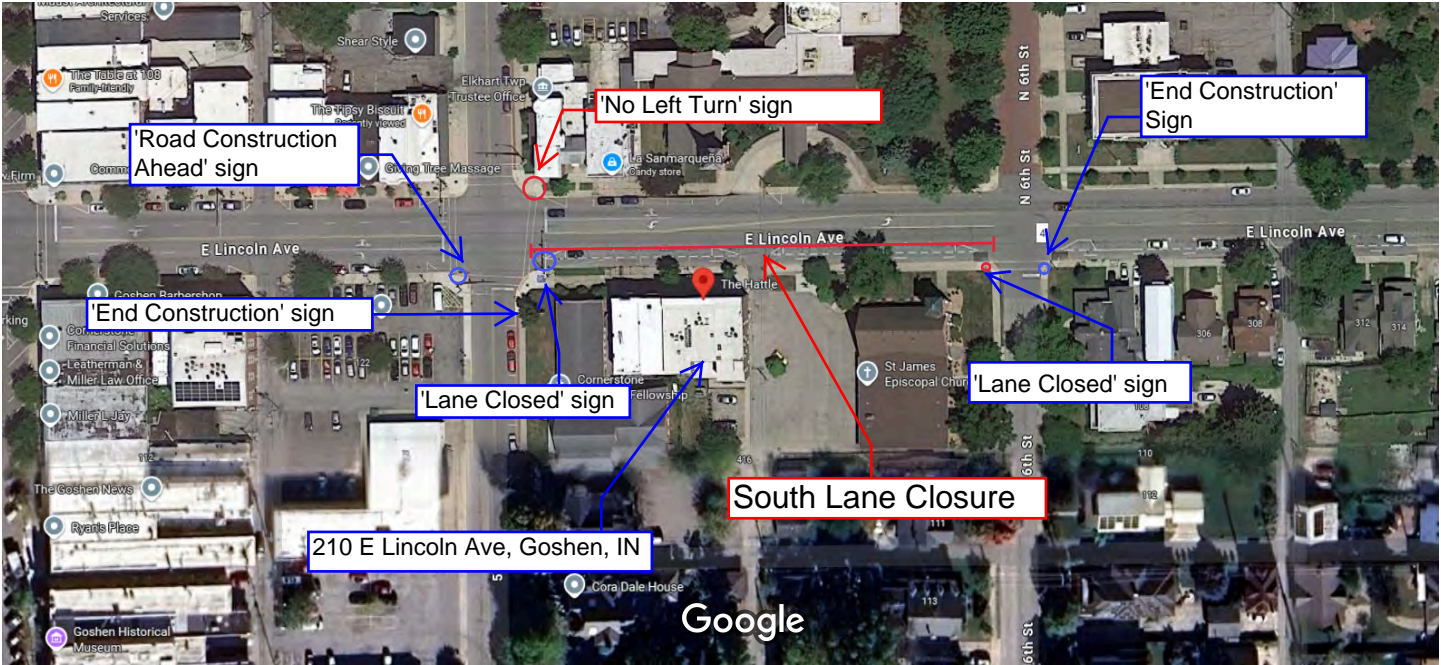


Job No. 2523  
Date 8/26/2025  
Scale 1" / 8" = 1' - 0"  
Paper 11" x 17"  
Drawn By JCS

Sheet  
C-2

Saved And Printed  
8/26/2025 7:29 AM

The Hattle  
East bound, South lane closure



Imagery ©2025 Airbus, Maxar Technologies, Map data ©2025 Google 50 ft

September 19, 2025

To: Goshen City Board of Works

RE: Sidewalk / Alley Temporary Closure Oct 20-24th, 2025.

Requested hearing date: Thursday, September 25th @ 4pm.

Unique Siding Co. is requesting to temporarily close the sidewalk in front of GoDance Building at 113 E Lincoln Avenue from Oct 20-24th, 2025, in conjunction with work being done by Derstine Painting Plus+. In addition, we request the alley be closed at Lincoln as 2 of the windows are on the alley side of the building.

This closure is necessary in order to use a lift to ensure the safety of our workers and the public while we cover the exterior trim with formed aluminum on the 2nd story of the building after the installation of replacement windows by Derstine Painting Plus+.

The attached map diagram shows closure areas in red.

We will provide appropriate signage, cones, and caution tape and ensure continued access for emergency services and any affected residents, tenants and customers of GoDance, as needed. All required safety and compliance measures will be followed.

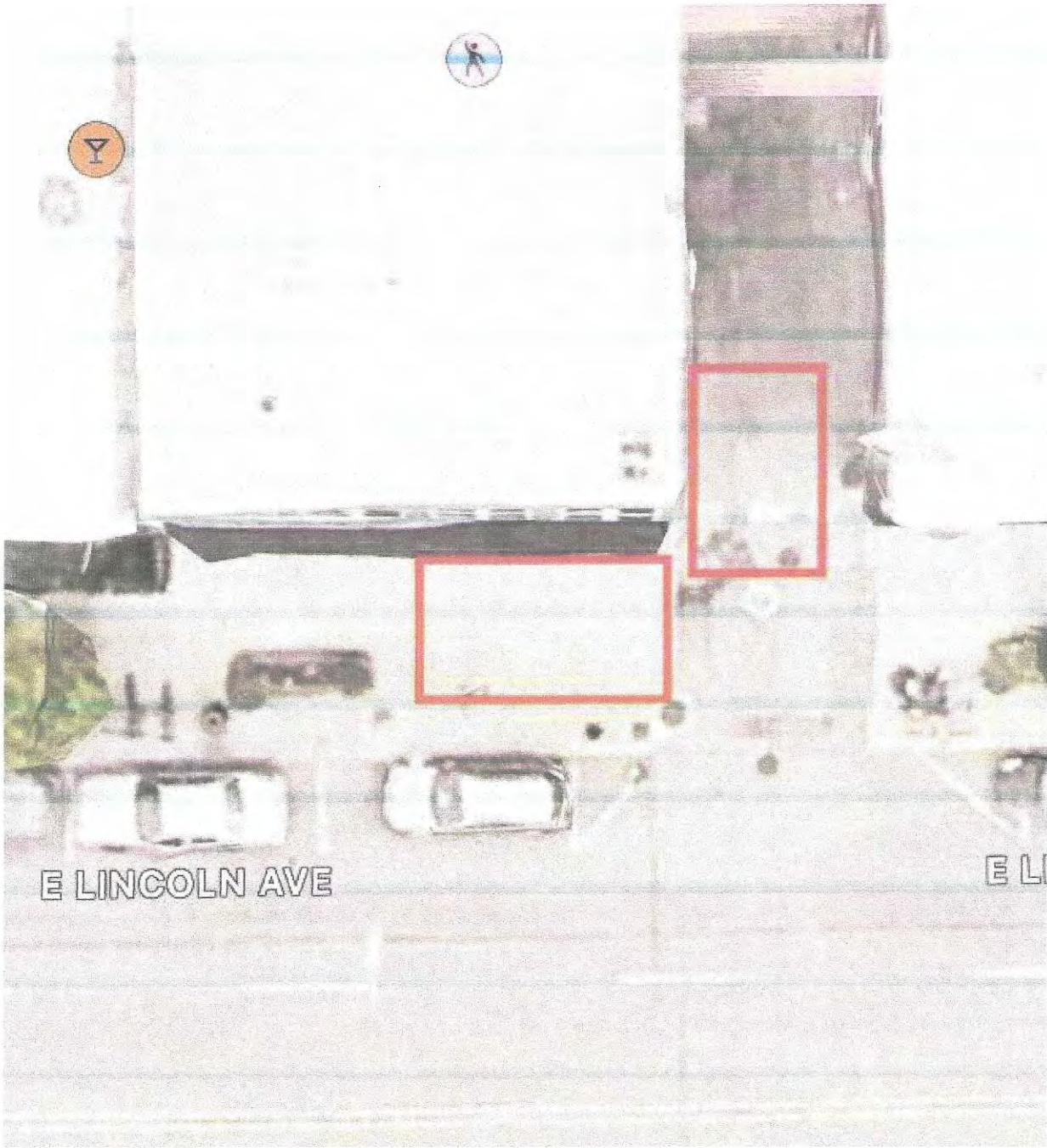
Thank you for your consideration.

Lynn McCullough

Unique Siding Co., Inc.



Closure areas in Red





## 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.goshenindiana.org](http://www.goshenindiana.org)

September 25, 2025

**To:** Goshen Board of Public Works and Safety

**From:** Shannon Marks, Legal Compliance Administrator

**Subject:** Contract for 2025-2026 Cold Water Meter Testing Project with Vanguard Utility Service, Inc.

Proposals were solicited for the 2025-2026 Cold Water Meter Testing Project. A summary of the proposals received for this service are attached.

It is recommended that the Board approve and authorize the Mayor to execute the attached Contract with Vanguard Utility Service, Inc. for this project. Payment to the contractor for work satisfactorily performed will be based on the established unit prices for the evaluation and testing of each meter size and the actual quantity for each meter size evaluated and tested. Additional work will also be based on the established unit prices for actual work satisfactorily performed and/or actual parts replaced.

### Suggested motion:

Move to approve and authorize the Mayor to execute the Contract with Vanguard Utility Service, Inc. for the 2025-2026 Cold Water Meter Testing Project.

2025-2026 Cold Water Meter Testing Project  
Summary of Proposals Received September 15, 2025

Meter Size	Estimated Quantity	M.E. Simpson Co., Inc. 3406 Enterprise Ave. Valparaiso, IN 46383		Everett J. Prescott, Inc. 32 Prescott Street Gardiner, ME 04345		Vanguard Utility Service, Inc. 1421 W. 9th Street Owensboro, KY 42301	
		Unit Price	Total	Unit Price	Total	Unit Price	Total
1.5 inch	234	\$ 455.00	\$ 106,470.00	\$ 600.00	\$ 140,400.00	\$ 215.00	\$ 50,310.00
2 inch	167	\$ 455.00	\$ 75,985.00	\$ 600.00	\$ 100,200.00	\$ 220.00	\$ 36,740.00
3 inch	32	\$ 455.00	\$ 14,560.00	\$ 850.00	\$ 27,200.00	\$ 220.00	\$ 7,040.00
4 inch	17	\$ 455.00	\$ 7,735.00	\$ 850.00	\$ 14,450.00	\$ 230.00	\$ 3,910.00
6 inch	3	\$ 455.00	\$ 1,365.00	\$ 1,050.00	\$ 3,150.00	\$ 250.00	\$ 750.00
8 inch	4	\$ 525.00	\$ 2,100.00	\$ 1,050.00	\$ 4,200.00	\$ 275.00	\$ 1,100.00
		\$	208,215.00	\$	289,600.00	\$	99,850.00
		Unit Price		Unit Price		Unit Price	
Site visit for meter evaluation only		\$	395.00	\$	175.00	\$	115.00
Clean strainer, when present, on meters 4.0 inches and larger		\$	395.00	\$	175.00	\$	87.50
		Percentage Discount		Percentage Discount		Percentage Discount	
Discount off catalog price for replacement parts, when necessary		5.0		0.0		5.0	

**CITY OF GOSHEN, INDIANA**  
**CONTRACT**  
**FOR**  
**PROJECT: 2025-2026 Cold Water Meter Testing Project**

THIS CONTRACT ("Contract") is entered into on \_\_\_\_\_, 2025, which is the date of the last signature set forth on the signature page, (the "Effective Date"), by and between **Vanguard Utility Service, Inc.** ("Contractor"), whose address is 1421 West 9<sup>th</sup> Street, Owensboro, KY 42301, 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 the above referenced 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 performing on-site evaluation and testing of cold water meters ranging in size from 1.5 inches to 8 inches in diameter, located at customer sites throughout the City of Goshen, completing a meter test report for each meter; and uploading photographs and pertinent information for each meter into the City's ArcGIS program.
- (B) For the purposes of this Contract and the attached 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 supervision, labor, materials, equipment, tools, transportation, services, and other components necessary for the successful completion of the Project in a timely, professional, and workmanlike manner, including any incidentals whether or not specifically called for in the Specifications.
- (C) Contractor agrees to execute the Work by following and applying at all times the highest professional and technical guidelines and standards.

**2. Effective Date; Term.**

- (A) The Contract shall become effective on the date of the last signature of the authorized representatives of both the Goshen Board of Public Works and Safety and Contractor (the "Effective Date").
- (B) This Contract will remain in effect until the Contractor has satisfactorily completed all required Work, or for a period of twelve (12) months from the Effective Date, whichever occurs first. The Contract may be terminated earlier in accordance with the termination provisions.

**3. Compensation.**

- (A) City shall compensate Contractor for the satisfactory performance of the Work under this Contract based on the Contractor's established unit prices for the evaluation and testing

of each meter size as set forth below. The quantities for the evaluation and testing of each meter size are estimates only and based on the best information available. The actual quantity for each meter size may be more or less than the estimated quantities. Contractor understands that payment for Work satisfactorily performed will be based on the unit prices for the evaluation and testing of each meter size and the actual quantity for each meter size evaluated and tested.

<b>Meter Size</b>	<b>Estimated Quantity</b>	<b>Unit Price (each)</b>	<b>Total</b>
1.5 inch	234	\$215.00	\$50,310.00
2 inch	167	\$220.00	\$36,740.00
3 inch	32	\$220.00	\$7,040.00
4 inch	17	\$230.00	\$3,910.00
6 inch	3	\$250.00	\$750.00
8 inch	4	\$275.00	\$1,100.00
	457 Total	<b>TOTAL:</b>	\$99,850.00

- (B) City shall also compensate Contractor for the satisfactory performance of the additional Work described below and/or providing replacement parts, when necessary. The Work shall be based on the established unit prices below, and the replacement parts, when necessary, will be based on the manufacturer's catalog price for the parts less the percentage discount off the catalog price. Contractor understands that payment will be based on actual Work satisfactorily performed and/or actual parts replaced.

<b>Description</b>	<b>Unit Price (each)</b>
Site visit for meter evaluation only	\$115.00
Clean strainer, when present, on meters 4.0 inches and larger	\$87.50
	<b>Percentage Discount</b>
Discount off catalog price for replacement parts, when necessary	5%

- (C) 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.



4. **Payment.**

- (A) City shall compensate Contractor as Work on the Project progresses, based on the dollar value of Work satisfactorily completed in accordance with the unit prices set forth in Section 3, Compensation. All progress payment amounts shall be subject to the City's verification of actual quantities.
- (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 Contract. City shall have no obligation to pay for any Work determined to be unsatisfactory, defective, or inconsistent with the terms of this Contract.
- (C) Contractor shall submit detailed invoice(s) itemizing the Work satisfactorily completed no more frequently than once every thirty (30) days. All 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 Water and Sewer Department  
308 North Fifth Street  
Goshen, IN 46528  
Email is also acceptable at [waterseweroffice@goshencity.com](mailto:waterseweroffice@goshencity.com).
- (D) 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 deemed made on the date of mailing the check.
- (E) 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 Contract.
- (F) Contractor shall have a current W-9 form on file with the Goshen Clerk-Treasurer's Office before City will issue payment to Contractor.

5. **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

6. **Indemnification.** Contractor shall indemnify, defend, and hold harmless City 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, 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.
7. **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.
8. **Non-Discrimination.** 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.
9. **Employment Eligibility Verification.**
- (A) 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.
  - (B) 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.
  - (C) Contractor shall not knowingly employ or contract with an unauthorized alien, and Contractor shall not retain an employee or continue to contract with an individual that Contractor subsequently learns is an unauthorized alien.

- (D) 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. Contractor agrees to maintain this certification throughout the duration of the term of a contract with a subcontractor.
  - (E) 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.
10. **Contracting with Relatives.** Pursuant to Indiana Code § 36-1-21, if the Contractor is a relative of a City of Goshen elected official or a business entity that is wholly or partially owned by a relative of a City of Goshen elected official, by execution of this Contract, Contractor certifies that Contractor has notified both the City of Goshen elected official and the City of Goshen Legal Department of the relationship prior to entering into this Contract.
11. **No Investment Activities in Iran.** In accordance with Indiana Code § 5-22-16.5, by execution of this Contract, Contractor certifies that Contractor does not engage in investment activities in Iran as defined by Indiana Code § 5-22-16.5-8.
12. **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. 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.
13. **Funding Cancellation.** As required by Indiana Code § 5-22-17-5, when 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.
14. **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 the Specifications.
  - (7) The Contract or any rights, monies or claims are assigned by Contractor without the consent of the City.

**15. 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, or for twelve (12) months from the Effective Date, whichever occurs first, and shall then terminate unless extended in writing by mutual agreement of both parties.
- (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 Section 13, 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 reasonably satisfactory 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.

**16. Subcontracting or Assignment of Contract.**

- (A) Contractor shall not subcontract or assign any right or interest under the Contract, including the right to payment, without having prior written approval from City.
- (B) Contractor shall provide prompt written notice to City of any changes in Contractor's legal name or legal status so that changes may be documented and payments to the successor entity may be made.

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

18. **Waiver of Rights.** No right conferred on either party under this Contract shall be deemed waived and no breach of this Contract excused unless such waiver or excuse shall be in writing and signed by the party claimed to have waived such right.
19. **Applicable Laws.**
- (A) Contractor agrees to comply with all applicable federal, state, and local laws, rules, regulations and ordinances, and all contractual provisions required thereby to be included in this Contract are incorporated by reference. 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.
  - (B) Contractor agrees to obtain and maintain all required permits, licenses, registrations, and approvals, and shall comply with all health, safety, and environmental statutes, rules, or regulations in the performance of the Project for City. Failure to do so may be deemed a material breach of Contract.
20. **Governing Law.**
- (A) This Contract 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 this Contract, the prevailing party of such action shall be entitled to recover all costs of that action, including reasonable attorneys' fees.
21. **Miscellaneous.**
- (A) Any provision of this Contract or incorporated documents shall be interpreted in such a way that they are consistent with all provisions required by law to be inserted into the Contract.
  - (B) In the event of a conflict between these documents and applicable laws, rules, regulations, or ordinances, the most stringent or legally binding requirement shall govern.
22. **Severability.** In the event that any provision of the Contract is found to be invalid or unenforceable, then such provision shall be reformed in accordance with applicable law. The invalidity or unenforceability of any provision of the Contract shall not affect the validity or enforceability of any other provision of the Contract.
23. **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: Water & Sewer Department  
308 North Fifth Street  
Goshen, IN 46528  
Email: waterseweroffice@goshencity.com

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: Vanguard Utility Service, Inc.  
Attention: Robert A. Bates, President  
1421 West 9<sup>th</sup> Street  
Owensboro, KY 42301  
Email: sales@vusinc.com

24. **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.
25. **Authority to Execute.** The undersigned affirm that all steps have been taken to authorize execution of this Contract, and upon the undersigned's execution, bind their respective organizations to the terms of the Contract.

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

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

**Vanguard Utility Service, Inc.**

\_\_\_\_\_  
Gina M. Leichty, Mayor

\_\_\_\_\_  
Robert A. Bates, President

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**CITY OF GOSHEN, INDIANA**  
**SPECIFICATIONS**  
**FOR**  
**PROJECT: 2025-2026 Cold Water Meter Testing Project**

**1) General.**

- a) Contractor shall provide all services necessary for the above referenced project (hereinafter referred to as "Project"). The intent of these Specifications is to describe the services required for the Project which includes performing on-site evaluation and testing of cold water meters ranging in size from 1.5 inches to 8 inches in diameter, located at customer sites throughout the City of Goshen, completing a meter test report for each meter; and uploading photographs and pertinent information for each meter into the City's ArcGIS program.
- b) For the purposes of these 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 supervision, labor, materials, equipment, tools, transportation, services, and other components necessary for the successful completion of the Project in a timely, professional, and workmanlike manner, including any incidentals whether or not specifically called for in these Specifications.
- c) Contractor agrees to execute the Work by following and applying at all times the highest professional and technical guidelines and standards.
- d) The following tasks shall be included in the Work at no additional cost to City:
  - i) Schedule and attend a Project planning meeting prior to commencing any meter evaluation and testing;
  - ii) Schedule tests with customers;
  - iii) Pump surface water from meter vaults;
  - iv) Install test nipples when necessary or remove meter for proper testing;
  - v) Furnish all necessary traffic and pedestrian control in work area;
  - vi) Clean up work areas, including the proper removal and disposal of any wastes;
  - vii) Correct and FULLY complete all information in each City-provided Meter Test Report (or alternate report format, if approved), including obtaining any missing telephone numbers; and
  - viii) Uploading photographs and pertinent information for each meter to City's ArcGIS program.

**2) Basis of Proposals.**

- a) Contractor's proposal for this Project shall be based on established unit prices for Work performed. The unit prices shall cover and include all costs necessary to perform the Work.
- b) Proposals are requested based on established unit prices for Work performed for each meter size. The unit price includes evaluation and testing meters, completing meter test reports, and uploading photographs and all pertinent information for each meter. The

estimated quantities for each meter size are set forth in Exhibit 1. These quantities are estimates only and based on the best information available. The actual quantity for each meter size may be more or less than the estimates provided. Payment for Work satisfactorily performed will be based on the actual quantity for each meter size and the established unit prices.

- c) Proposals are also requested based on established unit prices for performing a meter evaluation only, or for cleaning the strainer, when present, on meters 4.0 inches or larger. In addition, the percentage discount to be provided off the manufacturer's catalog price is requested for the supply and installation of replacement bolts, gaskets, or other parts, when necessary. Payment will be based on the actual Work satisfactorily performed and/or actual parts replaced.

### **3) Contract Term; Progress.**

- a) Contractor shall have a period of twelve (12) months from the Effective Date of the Contract to satisfactorily complete all required Work on this Project.
- b) Contractor shall maintain the personnel and equipment levels necessary to meet the approved schedule and to complete the Project on or before the end of the Contract term. City recognizes there may be transition periods between scheduled activities, but there should not be a prolonged absence from Work by Contractor. Contractor shall not redirect employees and/or equipment to other projects, nor leave Work on City's Project idle for a period longer than seven (7) calendar days without prior written authorization of City.

### **4) Project Meetings.**

- a) Planning Meeting. Within thirty (30) days of the Effective Date of the Contract, and prior to commencing any meter evaluation and testing, Contractor and representatives of the City's Water and Sewer Department shall have a Project planning meeting. Topics to be discussed include, but are not limited to:
  - i) Project timeline, including updated work plan.
  - ii) Communication procedures between Contractor and City (i.e., points-of-contact).
  - iii) Communication between Contractor and City's customers to schedule testing.
  - iv) Testing approach and methodology.
  - v) Meter test reports.
  - vi) Uploading photographs and pertinent information to City's ArcGIS program.
- b) Weekly Status Meetings. Throughout the duration of the Project, Contractor and representatives of the City's Water and Sewer Department shall meet on a weekly basis either in person or online. Topics to be discuss include, but are not limited to:
  - i) Progress made the previous week. The Meter Test Reports for meters in which all Work has been satisfactorily completed the previous week can be submitted to City at the weekly status meeting.
  - ii) Proposed schedule for each crew identifying meters to be tested the upcoming week.
  - iii) Updates and any adjustments to work plan.

5) **City Authorized Point of Contact.** Whenever the Contractor is required to obtain approvals from, or submit reports to, the City in connection with this Project, such approvals or submittals shall be directed to the City's Water & Sewer Superintendent or to their designated representative, who shall serve as the City's authorized point of contact for these purposes.

6) **Work Plan.**

- a) Contractor shall submit with their proposal a proposed work plan for the Project that demonstrates an orderly and timely progression of Work so that the Project is completed on or before the end of the Contract term. The proposed work plan should include the following minimum information:
  - i) Proposed start date.
  - ii) Number and size of crews to be assigned to the Project.
  - iii) Description of testing approach and methodology.
  - iv) Description how the contractor will store and upload test data.
  - v) Anticipated completion date.
- b) After being awarded the Contract, Contractor shall update the proposed work plan that was submitted with the Contractor's proposal to include the following additional information, and submit to City for approval:
  - i) Designation of one employee who shall function as the point-of-contact for all matters regarding the Project.
  - ii) Proposed schedule for each crew identifying the meters to be tested (see also item 8 c) below). Contractor shall update and submit to City this schedule at least every seven (7) calendar days for the duration of the Project.
  - iii) Description of how Contractor will communicate with City's customers to schedule testing or provide advanced notice of planned meter testing.
  - iv) Description of what actions will be taken by Contractor in the event that progression of Work falls behind schedule.
- c) Contractor agrees to adhere to the approved work plan so that the Project is completed on or before the end of the Contract term. Contractor shall update and submit to City at least every seven (7) calendar days for the duration of the Project the work plan showing the progress made the previous week and any adjustments made to the schedule.

7) **Personnel; Identification and Apparel.**

- a) Contractor shall ensure that all Work is performed by trained and qualified personnel.
- b) Contractor shall furnish crews sufficient in number and size so that the Project is completed on or before the end of the Contract term. Crew size shall not be less than two (2) employees.
- c) Contractor's employees shall possess and have on their person at all times photo identification while working on the Project.
- d) Contractor's employees shall wear appropriate apparel, including all OSHA compliant personal protective equipment and high-visibility safety apparel while work on the Project.

**8) Hours of Work and Scheduling.**

- a) Contractor shall schedule and perform Work between the hours of 7:00 a.m. to 5:00 p.m., Monday through Saturday, excluding legal holidays.
- b) If Contractor intends to change the regular work schedule (i.e., outside regular hours), written notification must be furnished to the City. Written approval from the City is required before commencement of a change in work schedule(s).
- c) Prior to beginning Work, Contractor shall submit to City a list of crew assignments, including employee names. Contractor shall update and submit to City this schedule at least every seven (7) calendar days for the duration of the Project.
- d) Contractor shall conduct all operations in such a manner to avoid or minimize the disturbance to City's customers, including any service disruption. Any service disruption shall be minimized to the greatest extent possible.
- e) Contractor shall work cooperatively with City's customers when performing services, and schedule Work to minimize service interruptions.
- f) Contractor is responsible for scheduling meter testing with all applicable City customers. In cases where a customer operates a secured facility, the Contractor shall provide the customer at least seventy-two (72) hours prior notice of a desired appointment.
- g) Contractor shall provide City with daily meter testing schedule that includes customers and locations.
- h) City will provide Contractor with name of customer, address, and meter size on the Meter Test Report.
- i) City will provide support and intervention in the event a customer prevents the meter testing from occurring.

**9) Cold Water Meter Testing.**

- a) Contractor shall evaluate the site and test every meter identified in each of the Meter Test Reports supplied by City.
- b) Contractor shall perform all Work in accordance with the latest edition of American Water Works Association (AWWA) standards and guidelines found in Manual M6. In the event that the standards of AWWA Manual M6 conflict with these Specifications, the more stringent requirement shall apply unless otherwise directed in writing by City.
- c) Contractor shall provide all labor, materials, equipment, tools, and incidentals necessary to perform all Work to accurately measure the volume of water discharged, and to provide updated, accurate documentation for City's records.
- d) All field-testing equipment shall be calibrated and meet AWWA standards. Contractor shall provide proof of calibration and certification within the last 12 months to City prior to commencing Work. Test meter accuracy may be verified at the City's facility, or other designated locations under the City's supervision.
- e) Each test meter shall be of a type designed to provide measuring accuracy within  $\pm 1\%$  of the actual quantity of water being discharged through the meter being tested for all flow rates.
- f) Contractor will be required to have each test meter read in cubic feet or use the conversion factor of 7.48.



- g) Before performing any meter testing, Contractor shall evaluate each meter and the meter's environment to identify improper meter application, incorrect sizing, and/or outdated/obsolete meters. Contractor shall promptly report to City any issues identified during this evaluation.
- h) If Contractor's evaluation determines that a meter should be replaced, Contractor shall provide to City a written meter replacement recommendation. The recommendation shall include the specific reason(s) for the proposed meter replacement, and a suggested replacement meter configuration, based on the Contractor's professional experience, applicable industry standards and manufacturer specifications. Upon review, City may, at its sole discretion, approve the meter replacement recommendation, direct the meter to be tested, or explore an alternate course of action. In the event City elects to not test the meter, City shall pay Contractor for the site visit and evaluation only.
- i) Contractor shall complete any site preparation required such as pumping surface water from meter vaults, installing test nipples when necessary, etc.
- j) Contractor shall provide a suitable water course to direct the flow of water being expended in the testing of the meter so as to have a minimal impact upon the environment, private property, roadways, and pedestrian traffic. Any damages caused by discharge of water are the responsibility of the Contractor.
- k) Meters shall be tested in accordance with the latest edition of American Water Works Association (AWWA) standards and guidelines found in Manual M6. Contractor shall review and analyze meter test data to conclude if meter has passed. A meter determined to be in conformance with AWWA standards and guidelines found in Manual M6 shall be considered accurate.
- l) Meters without test ports shall be removed from their setting and then tested.
- m) During the testing of all meters four inches (4") and larger, Contractor shall clean the strainer where one is present.
- n) For those meters that are removed in order to be tested, it may be necessary to cut the bolts, or the bolts may require replacement. Additionally, when reinstalling the meter after testing, Contractor shall replace the gaskets. The replacement bolts and replacement gaskets will be supplied by the Contractor.
- o) Charges for replacement bolts, gaskets or other parts provided by Contractor shall be at the manufacturer's current catalog price for the parts, less the percentage discount stated in the proposal off the catalog price. All parts shall be new and manufactured by the original manufacturer or as approved by City. Contractor shall provide City a copy of the parts price list prior to commencing Work.
- p) City is responsible for all meter replacements.

**10) Meter Test Reports; GIS Upload.**

- a) The City of Goshen supplied Meter Test Reports shall be used for the evaluation and testing of each cold water meter unless an alternate report format is approved by City. A blank copy of the Meter Test Report is attached as Exhibit 2. (This form was designed when meters were also being repaired. Meters are no longer being repaired.)
  - i) As an alternate to using the City's Meter Test Report, Contractor may propose an alternate report format for City's consideration and approval. Any alternate report must contain all information required in the City's Meter Test Report and must be in a format that allows City to readily access, review, and download the data without

requiring specialized or proprietary software. The City's decision to approve or reject an alternate report format shall be final.

- b) City will provide Contractor with the Meter Test Report forms for all meters to be tested in Exhibit 1 within seven (7) days of the Effective Date of the Contract.
- c) Contractor shall verify that the information on each Meter Test Report, shall correct any incorrect information, including updating current customer name and telephone number, and complete any missing information.
- d) Contractor shall submit to the City's Water & Sewer Superintendent, or their designated representative, the FULLY completed Meter Test Reports within seven (7) calendar days after completing the meter testing. (The Meter Test Reports for meters in which all Work has been satisfactorily completed the previous week can be submitted to City at the weekly status meeting.)
- e) Contractor shall also upload photographs and pertinent information for each meter into the City's ArcGIS program when onsite to complete the evaluation and testing of the meter. This shall include uploading photograph of meter; photograph of incoming water line to meter; photograph of the area from the curb stop to the facility to where the meter is located; diameter of service line; description of the service line material; field verification method used; and date verified.
- f) All information in the Meter Test Report shall be regarded as confidential, and Contractor shall not disclose such information by any means to any person except to City.

**11) Safety; Traffic Control.**

- a) Contractor shall be solely responsible for maintaining a safe and healthy working environment for all employees, subcontractors, and other personnel engaged in the Work; implementing measures to protect the general public; and preventing damage to and preserving all public and private property affected by the Work. These responsibilities include compliance with all applicable federal, state, and local safety and health regulations, implementation of appropriate protective measures, and immediate correction of any unsafe conditions.
- b) Contractor shall provide all necessary traffic and pedestrian control in the work area (i.e., signs, cones, barricades, etc.).
- c) Contractor shall clean up all work areas, including the proper removal and disposal of any materials, debris or other wastes.
- d) Contractor shall perform all Work in accordance with applicable Occupational Safety and Health Act (OSHA) standards and regulations.
- e) Contractor shall be responsible for ensuring compliance with OSHA's permit required confined space standard (29 CFR 1910.146) when performing work within meter vaults or other spaces meeting the definition of confined space.
  - i) Contractor shall provide all confined space equipment necessary for safe entry (i.e., atmospheric monitors, confined space ventilators, retrieval equipment, etc.)
  - ii) Contractor shall permit only trained and authorized personnel to enter confined spaces.
- f) Contractor's failure to thoroughly familiarize itself with applicable OSHA regulations and industry recognized safe work practices shall not relieve Contractor from compliance and penalties set forth.

- g) In the event of a death or serious injury to, or caused by, Contractor's personnel, such accident shall be reported immediately to City. If a claim is made by anyone against Contractor on account of any accident, Contractor shall promptly report the facts in writing to City, giving full details of the claim.
- h) None of these specifications, conditions, or Contract terms shall be construed to impose any responsibility upon the City of Goshen, its employees, inspectors, or other agents for the review, determination and/or supervision of job site safety. The means, manner and methods of performing the Work remain the sole responsibility of the Contractor.

12) **Equipment, Materials, and Workmanship.**

- a) Unless otherwise stipulated, all workmanship, equipment, materials, and articles incorporated in the work covered by this Contract are to be new and of the best grade of the respective kinds of for the purpose intended. Materials and work called for in this Contract shall be furnished and performed in accordance with well known, established practice and standards as recognized in the industry. When requested by the City, Contractor shall furnish to the City for approval full information concerning equipment or materials that is proposed to be used in the Project.
- b) Contractor shall make all necessary arrangements and provisions for the storage of materials and equipment to be used in the Project. City will not be responsible for storing any materials or equipment belonging to Contractor.

13) **Inspection.** City shall be afforded complete and unhindered access to the Work for observation, inspecting and testing. City shall have the right to reject Work that does not meet the requirements of these Specifications and require the correction thereof. All determinations by City regarding whether Work meets the requirements of these Specifications shall be final, binding, and conclusive on Contractor. Contractor shall not be entitled to additional compensation or an extension of time as a result of City's determination to reject Work or require corrections.

## EXHIBIT 1

PROJECT: 2025-2026 Cold Water Meter Testing Project

Meter Size	Estimated Quantity
1.5 inch	234
2 inch	167
3 inch	32
4 inch	17
6 inch	3
8 inch	4
<b>Total</b>	<b>457</b>

**EXHIBIT 2****PROJECT: 2025-2026 Cold Water Meter Testing Project****METER TEST REPORT**

Date: \_\_\_\_\_

Account Name City of Goshen - Water & Sewer Plan Phone (574) 534-5306 Account no.: 291-0020-00  
 Building Name: Water & Sewer Plant Meter no.: 23000015  
 Address: 308 5th Street (N) Reg. ID: \_\_\_\_\_  
 Meter location : In garage, in south west corner. AMR ID: \_\_\_\_\_  
 Size 2" Brand: \_\_\_\_\_ Type: \_\_\_\_\_ Serial Number: \_\_\_\_\_

Is there a backflow prevention device in the vicinity of the meter: ☐ Yes ☒ NoIs the meter sized properly for this location: ☐ Yes ☒ No**METER READINGS**Confined Space: ☐ Yes ☒ No 02 Level: \_\_\_\_\_ Ok To Enter ☐ Yes ☒ No Supervisor \_\_\_\_\_

Meter Reading Upon Arrival: T/H: \_\_\_\_\_ L: \_\_\_\_\_ FM: \_\_\_\_\_ Units \_\_\_\_\_

Meter Reading After Post Test: T/H \_\_\_\_\_ L: \_\_\_\_\_ FM: \_\_\_\_\_ Units \_\_\_\_\_

**TEST & REPAIR INFORMATION**

Tests	Test Results			Post Test Results		
Compound	Flow Rate GPM	Allowable Test Accuracy	Actual Test Accuracy	Flow Rate GPM	Allowable Test Accuracy	Actual Test Accuracy
Minimum						
Below C.O.						
Change Over						
Above C.O.						
Intermeditate						
Maximum						
Turb/Disp	Flow Rate GPM	Allowable Test Accuracy	Actual Test Accuracy	Flow Rate GPM	Allowable Test Accuracy	Actual Test Accuracy
Start						
Minimum						
Intermeditate						
Maximum						

Tester \_\_\_\_\_

Print Company Name, Tester's Name

**TEST & REPAIR Comments(Use Back if Necessary)**





## **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.goshenindiana.org](http://www.goshenindiana.org)

September 25, 2025

To: Board of Public Works and Safety

From: Christina M. Bonham, Paralegal

Subject: Agreement and Addendum with Abernethy Schwartz LLC dba BlueConduit to Participate in Customer Beta Program Regarding Water Main Intelligence Solution

It is recommended that the Board approve and authorize Mayor Leichty to execute the attached Agreement and Addendum with Abernethy Schwartz LLC dba BlueConduit to allow the City to participate in their no-cost customer beta program for water main intelligence solution, which is more particularly described in Appendix 1 – Customer Requirements & Scope of Work attached to Contractor's Agreement.

There is no cost for the City to participate in the aforementioned customer beta program.

### **Suggested Motion:**

Approve and authorize Mayor Leichty to execute the attached Agreement and Addendum with Abernethy Schwartz LLC dba BlueConduit to allow the City to participate in their no-cost customer beta program for water main intelligence solution, which is more particularly described in Appendix 1 – Customer Requirements & Scope of Work attached to Contractor's Agreement.

## **Abernethy Schwartz Partners LLC dba BlueConduit**

### **Customer Beta Agreement - Water Main Intelligence Solution**

This Customer Beta Agreement (the "Agreement") is entered into as of September \_\_\_\_\_, 2025, (the "Effective Date") by and between **Abernethy Schwartz Partners LLC dba BlueConduit**, with its principal place of business at 2531 Jackson Ave, #337, Ann Arbor, MI 48103 ("Company"), and **City of Goshen, Indiana**, a municipal corporation and political subdivision of the State of Indiana acting through the Goshen Board of Public Works and Safety ("Customer").

#### **1. Purpose**

The Company has developed a new predictive modeling product to assess the probability of failure for a water system's distribution water mains (the "Product"). The Company desires to provide Customer with the output from the Product in the Customer's Esri environment for the purpose of beta testing and providing feedback on its accuracy and performance, functionality, and potential improvements. Details of this project are more broadly defined in the attached Appendix 1 – Customer Requirements & Scope of Work.

#### **2. License**

2.1 Grant of License. Subject to the terms and conditions of this Agreement, the Company hereby grants Customer a no-cost, non-exclusive, non-transferable, revocable license to access and use the output of the Product within Esri for the sole purpose of internal testing and evaluation.

2.2 Restrictions. Customer shall not, and shall not permit any third party, without prior permission to: (a) reverse engineer, modify, adapt, or create derivative works of the output of the Product; or (b) use the output for any purpose other than the permitted Purpose.

#### **3. Feedback**

3.1 Feedback. As consideration for above stated Grant of License, Customer agrees to provide Company with feedback, suggestions, and specific accuracy and performance reports regarding the operation, usability, and effectiveness, as well as feature and process improvement suggestions for the Product (collectively, "Feedback"). Company will schedule monthly feedback meetings with Customer. Customer hereby assigns to Company all right, title, and interest in and to any Feedback.

#### **4. Confidentiality**

4.1 Definition. "Confidential Information" means any non-public information disclosed by either Company or Customer to the other party, whether in oral, written, or electronic form, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure.

4.2 Obligations. Both Company and Customer agree to: (a) protect the Confidential Information from unauthorized use or disclosure; (b) use the Confidential Information only for the Permitted Purpose; and (c) disclose the Confidential Information only to employees or contractors who have a need to know and who are bound by confidentiality obligations at least as restrictive as those in this Agreement.

## **5. Marketing Consent**

5.1 Customer will allow the Company to use their name and logo within the Company website, marketing materials, and advertisements.

5.2 Customer allows Company marketing representatives to attend monthly feedback sessions with the expectation of using information from these sessions for the creation of marketing materials. No specific customer data will be included in marketing materials without the express permission of Customer.

5.3 Customer will partner with the Company to create a case study and approved, attributed quotes for use on the Company website, marketing materials, and advertisements. Customer shall have final approval of all items Company intends to use in any way prior to Company's use of said items.

5.4 Customer will participate in at least 1 (one) public presentation with the Company, via virtual webinar.

## **6. Term and Termination**

6.1 Term. This Agreement shall commence on the Effective Date and continue for a term of 1 (one) year, or until terminated by either party as provided herein.

6.2 Termination. Either party may terminate this Agreement at any time, with or without cause, by providing written notice to the other party. Upon termination, Customer shall immediately cease all use of the Product and return or delete all data and other output from the Product and any Confidential Information in its possession.

## **7. Disclaimer of Warranties**

THE PRODUCT IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. COMPANY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. COMPANY DOES NOT WARRANT THAT THE PRODUCT WILL BE ERROR-FREE OR UNINTERRUPTED.

## **8. Limitation of Liability**

IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, WHETHER IN AN ACTION IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE USE OR INABILITY TO USE THE PRODUCT OR ITS OUTPUT, EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

COMPANY'S AGGREGATE LIABILITY UNDER THIS AGREEMENT SHALL NOT EXCEED THE AMOUNT PAID BY CUSTOMER TO COMPANY FOR THE PRODUCT.

## **9. Miscellaneous**

9.1 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Indiana, without regard to its conflict of laws principles, and any suit must be brought in a court of competent jurisdiction in Elkhart County, Indiana.

9.2 Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous understandings and agreements, whether written or oral, regarding such subject matter.

9.3 Amendments. No amendment or modification of this Agreement shall be binding unless in writing and signed by both parties.

9.4 Waiver. No waiver of any term or condition of this Agreement shall be deemed a continuing waiver of such term or condition or a waiver of any other term or condition. 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.

9.5 Assignment. Customer may not assign this Agreement, in whole or in part, without the prior written consent of Company. Any attempt to assign this Agreement without such consent shall be null and void.

9.6 Severability. If any provision of this Agreement is found to be unenforceable or invalid, such provision shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect.

9.7 Independent Contractor. Any employees, agents or subcontractors of Company shall be under the sole and exclusive direction and control of Company and shall not be considered employees, agents or subcontractors of Customer.

9.8 Indemnification. Company shall indemnify and hold harmless the Customer and Customer'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 Company or any of Company'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 Customer only if Company is determined liable to the Customer 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.

9.9 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.

9.10 Entire Agreement. This agreement constitutes the entire agreement between the parties and supersedes all other agreements or understandings between Customer and Company.

9.11 Authority to Execute. 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.

9.12 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.

Company:

Abernethy Schwartz Partners, LLC  
dba BlueConduit  
2531 Jackson Ave., #337  
Ann Arbor, MI 48103

Customer:

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

IN WITNESS WHEREOF, the parties have executed this Customer Beta Agreement as of the Effective Date.

**Abernethy Schwartz Partners LLC dba BlueConduit**

DocuSigned by:  
By: Ian Robinson  
8DAF3A2B4A6B4E4...  
Name: Ian Robinson  
Title: COO/President

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

By: \_\_\_\_\_  
Gina M. Leichty, Mayor

## **Appendix I - Customer Requirements & Scope of Work**

### **Customer Data & Esri Requirements:**

1. A Shapefile (.shp) with an up-to-date layer containing water main geometry, a unique id for each water main segment, materials, install dates, and any other main segment information. Material and install data information does not need to be complete, but should reflect the current state of knowledge.
2. A list of confirmed water main breaks/leaks/failures going back at least five or more years. This should be a csv with a column for the unique identifier and the date that the break occurred. This information could also come as another layer in the water main Shapefile.
3. Active ArcGIS Online Organization
  - a. Account Status: The client must have an active ArcGIS Online Organization account.
  - b. Purchase Requirement: If the client does not currently possess such an account, they must be willing to purchase one.
4. Creator License
  - a. License Requirement: A Creator License within the organization is necessary.
  - b. Role Specification: This license must have a publisher role set on it.
  - c. Purpose: The license is required for the initial setup and ongoing maintenance of the application.
  - d. Duration: While the license is primarily needed for setup and maintenance phases, it is helpful, though not necessary, to maintain it for the duration of the contract.
5. Access for BlueConduit System User
  - a. Access Provision: The system user must be provided access.
  - b. Access Method: This access should be granted through a group within the customer's ArcGIS Online organization.
  - c. Access Duration: The access must be maintained for the duration of the contract to facilitate the pushing of new predictions.

**BlueConduit Deliverables:**

1. Blue Conduit provides expertise in the ranking and rating of potable water mains by their Probability/ Likelihood of Failure (“PoF” or “LoF”) creating a customized predictive model using a proprietary data science artificial intelligence-based condition assessment process and platform to analyze large volumes of historic break/leak data.
2. BlueConduit will analyze the pipe network and historical break/leak data to predict future risk and probability of failure. BlueConduit will coordinate a discussion with the Customer if it identifies any data anomalies that must be addressed by the Customer. BlueConduit will coordinate and set up a meeting with the Customer to review the results of BlueConduit’s results and discuss how the Customer can maximize the value from using BlueConduit’s results.

## **ADDENDUM**

THIS ADDENDUM is made and entered into the \_\_\_\_ day of September, 2025, by and between Abernethy Schwartz Partners LLC dba BlueConduit (hereinafter referred to as “Company”) and the City of Goshen, Indiana (hereinafter referred to as “Customer”).

### **WITNESSETH:**

WHEREAS Company and Customer are parties to a certain agreement for Customer Beta Agreement – Water Mian Intelligence Solution (“Agreement”); and

WHEREAS this Addendum shall be attached to and be a part of the Agreement and shall control in the event of any conflict with the terms and provisions of the Agreement.

NOW, THEREFORE, in consideration of the premises and the terms and conditions contained herein, the parties hereby mutually and further agree as follows:

### **State Law Provisions.**

1) Non-Discrimination - Pursuant to Indiana Code § 22-9-1-10, Company and its subcontractors, if any, shall not to discriminate against any employee or applicant for employment to be employed in the performance of this Agreement, with respect to the hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of his race, religion, color, sex, disability, national origin, ancestry or veteran status. Breach of this covenant may be regarded as a material breach of the Agreement.

2) Contracting with Relatives - Pursuant to Indiana Code § 36-1-21, if the Company 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 Company certifies that Company 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.

3) E-Verify Program - Pursuant to Indiana Code § 22-5-1.7-11, Company agrees to and shall enroll in and verify the work eligibility status of all newly hired employees of Company after the date of the Agreement through the E-Verify Program as defined in Indiana Code § 22-5-1.7-3; provided, however, Company is not required to verify the work eligibility status of all newly hired employees after the date of the Agreement through the E-Verify Program if the E-Verify Program no longer exists. Company further represents and certifies subject to the pains and penalties of perjury that Company does not knowingly employ an unauthorized alien.



4) General Requirements - Company further agrees to comply with the applicable requirements of Indiana state law with respect to contracting with local governmental entities.

This Addendum is dated effective with the effective date of the Agreement.

CUSTOMER:

CITY OF GOSHEN, INDIANA

By: \_\_\_\_\_

Name: Gina M. Leichty

Title: Mayor

Date: \_\_\_\_\_

COMPANY:

ABERNETHY SCHWARTZ PARTNERS LLC DBA  
BLUECONDUIT

By:  \_\_\_\_\_  
8DAF3A2B4A0B4E4...

Name: Ian Robinson

Title: COO/President

Date: 9/12/2025



## CITY OF GOSHEN LEGAL DEPARTMENT

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

Phone (574) 537-3820 • Fax (574) 537-3817 • TDD (574) 534-3185  
[www.goshenindiana.org](http://www.goshenindiana.org)

**To:** Board of Public Works and Safety  
**From:** Bodie Stegelmann, City Attorney  
**Date:** September 25, 2025  
**Subject:** Resolution to Approve Two Lease Agreements and a License Agreement  
Between Elkhart County and the City Of Goshen.

Attached for the Board's consideration and approval is Resolution 2025-25 to Approve Two Lease Agreements and a License Agreement Between Elkhart County and the City Of Goshen. One lease agreement provides space for the Goshen City Court to occupy a certain portion of the historic Elkhart County Courthouse and one lease agreement allows the City Fire Department administration to occupy another portion of the historic Elkhart County Courthouse. The City will allow Elkhart County to occupy certain fiber optic conduit located within downtown Goshen.

Suggested Motion: Move to approve Resolution 2025-25 to Approve Two Lease Agreements and a License Agreement Between Elkhart County and the City Of Goshen.

**Goshen Board of Public Works and Safety  
Resolution 2025-25**

**A Resolution of the City of Goshen, Indiana,  
Board of Public Works and Safety to Approve  
Two Lease Agreements and a License Agreement  
Between Elkhart County and the City Of Goshen**

WHEREAS the City of Goshen, Indiana, by and through its Board of Public Works and Safety (“City”) and the Board of Commissioners of the County of Elkhart, Indiana (“County”) desire to enter into two separate Lease Agreements for certain spaces located at 101 N Main St, Goshen, IN 46526 (Parcel No. 20-11-09-404-001.000-015 with all improvements is collectively referred to as “Property”) and one License Agreement for use of designated conduit within the City of Goshen;

WHEREAS after due consideration the City and the County, find and determine that it is in the best interests of the parties to confirm and approve the Lease Agreements and License Agreement.

NOW, THEREFORE, BE IT RESOLVED by the City of Goshen, Indiana, by and through its Board of Public Works and Safety (“City”) as follows:

1. The Lease Agreement attached hereto as Exhibit A between the County of Elkhart, Indiana and the City of Goshen, Indiana for designated space at the Property for use by Goshen City Courts be, and the same is, hereby confirmed and approved.
2. The Lease Agreement attached hereto as Exhibit B between the County of Elkhart, Indiana and the City of Goshen, Indiana for designated space at the Property for use as administrative offices by City of Goshen Fire Department be, and the same is, hereby confirmed and approved.
3. The License Agreement attached hereto as Exhibit C between County of Elkhart, Indiana and the City of Goshen, Indiana for use of city owned conduit by County be, and the same is, hereby confirmed and approved.

Adopted by the Board of Public Works and Safety of the City of Goshen, Indiana on September 25, 2025.

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

By: \_\_\_\_\_  
Mayor Gina Leichty

By: \_\_\_\_\_  
Michael Landis, Member

By: \_\_\_\_\_  
Orv Myers, Member

By: \_\_\_\_\_  
Mary Nichols, Member

By: \_\_\_\_\_  
Barb Swartley, Member

ATTEST:

By: \_\_\_\_\_  
Richard R. Aguirre, City of Goshen Clerk-Treasurer

## Lease Agreement

THIS LEASE AGREEMENT ("Agreement") is made and entered into effective October 1, 2025, by and between the City of Goshen, 202 S. 5th Street, Goshen, Indiana 46528, by and through its Board of Public Works and Safety, hereinafter referred to as "the City," and the County of Elkhart, Indiana by and through the Elkhart County Board of Commissioners, whose current mailing address is 117 N. 2<sup>nd</sup> Street, Goshen, IN 46526, hereinafter referred to as "Elkhart County."

1. Leased Premises. In consideration of the rents to be paid and the covenants and agreements to be kept by the City, Elkhart County leases to the City certain premises located at 101 N Main St, Goshen, IN 46526 (Parcel No. 20-11-09-404-001.000-015 with all improvements is collectively referred to as "Property"), and more particularly identified as follows: the space currently occupied by Elkhart County Superior Court IV, including the Courtroom, Judge's office space, Court Clerk's offices, and common spaces, being approximately 4,868 square feet in gross area, which is more particularly depicted as the hatched area on the Floor Plan attached hereto and made a part hereof as Exhibit 1 ("Leased Premises"). The door at the south end of the Leased Premises will be available for use by the City, but will not be open to the public.

2. Term of Lease. The term of this lease will be for a period of Fifty-Nine (59) months, commencing on October 1, 2025, and continuing to August 31, 2030, unless otherwise terminated in accordance with the provisions of this Agreement. Commencing September 1, 2030, this lease will continue on a month-to-month basis until its termination.

3. Rent. As rent for the Leased Premises, the City agrees to pay Elkhart County the sum of One Thousand Dollars (\$1,000.00) per month, payable in advance, for the first year of this Agreement ("Rent"). The monthly Rent amount will increase by 3.0% each year, commencing on the anniversary date of this Agreement. The first month's rent must be paid on or before the first day of the term. All Rent payments must be made to Elkhart County at Attn: County Administrator, 101 N Main St, Goshen, IN 46526, or at such other place as Elkhart County may designate in writing.

4. Additional Consideration. In addition to the Rent, City agrees that as additional consideration for this Agreement, it will execute, simultaneous with this Agreement, a separate perpetual, permanent, and irrevocable license to allow Elkhart County the right to use the conduit depicted in red on the map attached hereto and made a part hereof as Exhibit 2 to pull and maintain up to a 288 strand fiber cable to be owned, maintained, and replaced as necessary by Elkhart County.

5. Use of Premises. the City agrees the Leased Premises will be used only to conduct all Goshen City Court operations, including scheduled city court hearings, office space for City Court Judge and staff, receiving payment from individuals who are paying fines, meetings with probation officers, and other activities necessary for Goshen City Court operations. The City agrees to comply with all state and local rules, regulations, laws and ordinances which are now

or may hereafter be in effect. Similarly, the City recognizes that this is an Elkhart County owned building and that it will be required, unless deemed contrary to state or federal law, to comply with all rules and restrictions placed upon individuals occupying the Leased Premises. Should City determine that the rules and restrictions placed upon the Leased Premises prevent it from reasonably conducting Goshen City Court operations, City will notify Elkhart County of the concern and the parties will mutually cooperate to address the applicable rule or restriction.

6. Maintenance of Premises and Services to be Provided.

a. The City must maintain the Leased Premises in a clean and sanitary condition. Elkhart County will maintain the structural components of the Leased Premises, and the mechanical systems. The City will be liable for any damage to the Property, including damage to areas maintained by Elkhart County, caused by the City's use thereof.

b. The City may make improvements to the Leased Premises, at its own cost, as proposed on the attached floor plan on or prior to November 1, 2025, including the following:

- i. A new doorway between the Break room and the Storage area;
- ii. New walls to create a new office for the Judge, adjacent to the Courtroom;  
and
- iii. A new doorway between the Deputy Prosecutor and the Courtroom

No alterations, additions, or improvements to the Leased Premises will be made without the prior written approval of the County Administrator. The City is solely responsible for coordinating and obtaining approval from the Historic Preservation Commission prior to making any alterations, additions, or improvements.

c. The City will be responsible for office and common space cleaning of the Leased Premises, all non-structural maintenance of the Leased Premises, and phone, internet, and other desired utility services not specifically covered by Elkhart County. Elkhart County will provide water, sewer, gas, and electric utilities. City Court staff will place daily trash, contained in approved equipment, in an area designated by Elkhart County for scheduled pick-up. The City will not place any trash containers or trash on the exterior of the building, unless specifically approved by Elkhart County in writing.

7. Security. The City agrees to abide by and cooperate with Elkhart County in the enforcement and implementation of applicable security regulations and measures, including those that apply to the Leased Premises. Security of the Leased Premises itself will be the sole responsibility of the City. Goshen City Court security personnel will screen for weapons using scanning equipment set up at the north end of the corridor as noted on the proposed floor plan.

The City agrees to provide Elkhart County with a key to any lock or locking device used to secure the Leased Premises. Elkhart County agrees that the key will be used by Elkhart County for Leased Premises maintenance, inspections, or in case of emergency. Elkhart County will not be liable for theft, vandalism, pilferage, or damage to any items stored in the Leased Premises. City will be solely responsible for maintaining insurance coverage on any items stored in the Leased Premises.

8. Liability and Insurance

a. Elkhart County hereby expressly disclaims any and all liability for damage to the personal property in the Leased Premises. The City must indemnify and hold harmless Elkhart County against all costs and expenses and/or liability arising out of or based upon any claim accident or injury resulting from the City's use of the Property or occupancy of the Leased Premises.

b. The City further agrees to maintain in full force and effect during the term of this Agreement a policy of liability insurance on the premises in a minimum amount of \$1,000,000.00 per occurrence, subject to an amount not less than \$2,000,000.00 aggregate limit covering bodily injury (including death), personal injury, property damage including, without limitation, all contractual liability for such injury or damage assumed by City under this Agreement (this policy must cover, but is not limited to, liability arising from premises and operations, independent contractors, Goshen City Court operations, personal and advertising injury, and blanket contractual liability). the City agrees to keep on deposit at all times during the term of this Agreement a certificate of proof issued by an insurance carrier that such insurance is in full force and effect and that Elkhart County is a named additional insured. Each certificate shall require that written notice be given to Elkhart County at least thirty (30) days prior to the cancellation or a material change in the policy.

9. Termination and Default.

a. Either party may terminate this Agreement without cause by giving the other party at least 24 month's written notice of the intent to terminate up until October 1, 2028. Following October 1, 2024, either party may terminate this Agreement without cause by giving the other party written notice of the intent to terminate effective August 31, 2030. After August 31, 2030, either party may terminate this Agreement without cause by giving the other party 30 days written notice of its intent to terminate.

b. It is acknowledged that time is of the essence in all things in this Agreement. If the City defaults in any of its obligations under this Agreement and continues to be in default for more than ten (10) days after written notice thereof is given by Elkhart County to the City, Elkhart County will have the right to take immediate possession of the premises and terminate the Agreement.

c. In the event the City fails to vacate or properly remove themselves from the Leased Premises, Elkhart County will have the right to enter upon the Leased Premises and remove personal property and any other possessions of the City from the Leased Premises without further obligation to the City.

d. It is further acknowledged that if the City fails to vacate the Leased Premises on termination by reason of the City's default or upon termination of this Agreement, Elkhart County will be entitled to recover its necessary costs and attorney's fees in instituting any proceedings for possession of the Leased Premises and termination of the City's interest in this Agreement.

10. Sublease/Assignment. The City will not sublease the Leased Premises nor assign its rights hereunder without the express written approval of Elkhart County.

11. Waiver. The waiver by either party of a breach of any provision of this Agreement will not operate or be construed as a waiver of any subsequent breach.

12. Modification. No change or modification of any term of this Agreement will be valid unless it is in writing and signed by both Elkhart County and the City.

13. Notices. Any notice required or desired to be given under this Agreement will be deemed sufficient if it is made in writing and delivered in person or sent by United States certified mail to the addresses listed in the first paragraph for City and Section 3 for Elkhart County, or such other place as the parties may designate in writing.

14. Applicable Law and Venue. This Agreement is governed by the laws of the State of Indiana, and any action to enforce the terms and conditions of this Agreement must be commenced and heard in Elkhart County, Indiana.

15. Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes all other agreements or understandings between Elkhart County and the City.

IN WITNESS WHEREOF, the parties have entered into this Agreement on the date first written above.

City of Goshen, Indiana  
Board of Public Works & Safety

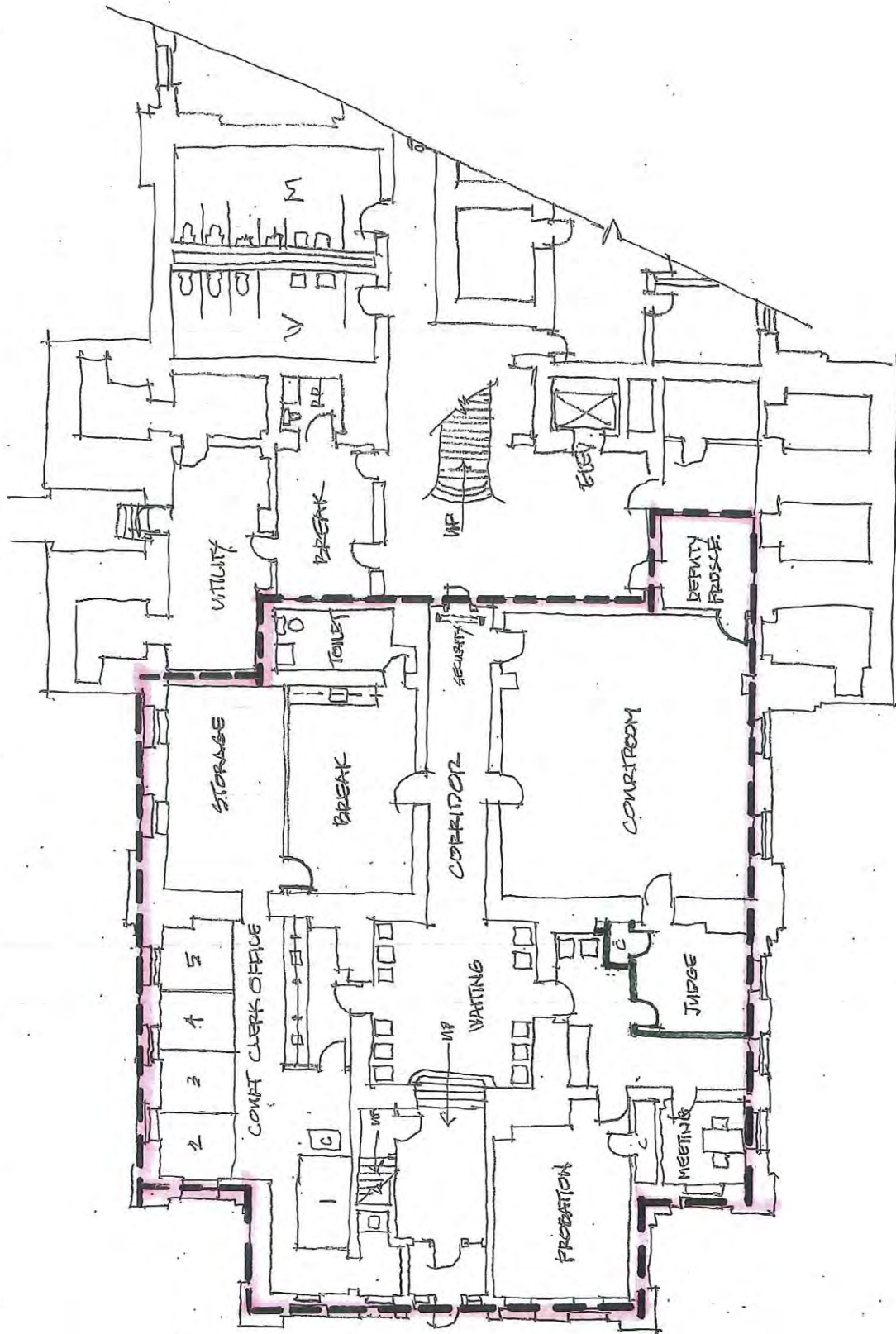
County of Elkhart, Indiana  
by and through the Board of  
Commissioners

By: \_\_\_\_\_  
Gina M. Leichty, Mayor

By: \_\_\_\_\_  
Bradley D. Rogers, President



EXHIBIT 1  
101 N. Main Street, Goshen, IN 46526  
First Floor  
Goshen City Court Space - Detailed Floorplan



- GOSHEN CITY COURT & CLERK'S OFFICES - OPTION C.



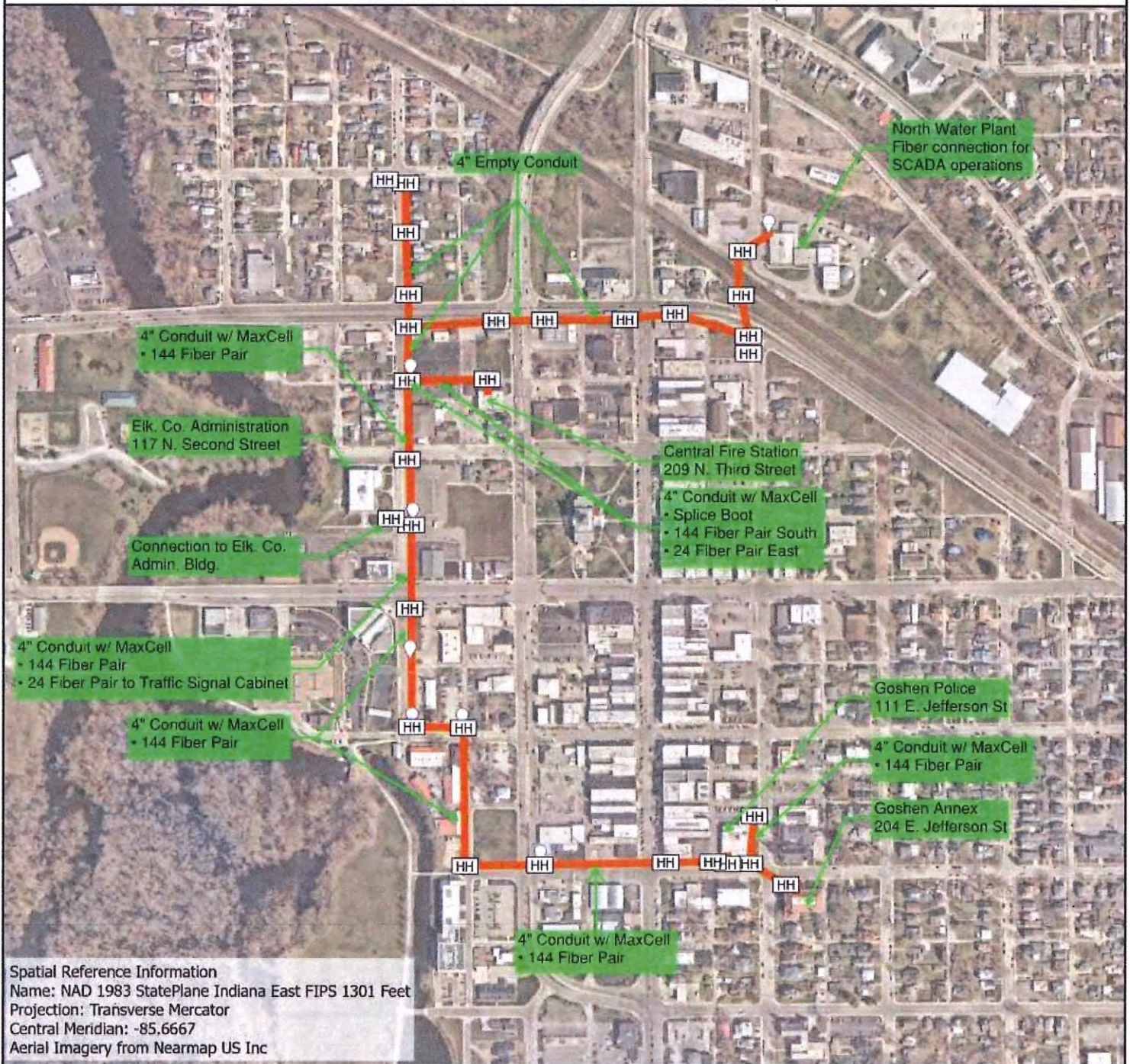




# City Owned Fiber

## EXHIBIT 2

Created 7/30/2025  
by Mattie Lehman, GIS Coordinator



Spatial Reference Information  
Name: NAD 1983 StatePlane Indiana East FIPS 1301 Feet  
Projection: Transverse Mercator  
Central Meridian: -85.6667  
Aerial Imagery from Nearmap US Inc

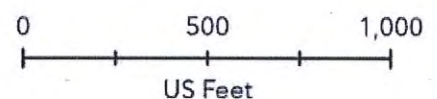
### Legend

#### Fiber Structures

- Locator Post - Our Agency
- Handhole - Our Agency
- Fiber Lines
- Locator Post



1 inch equals 500 feet



The City of Goshen's Digital Data is the property of the City of Goshen and Elkhart County, Indiana. All graphic data supplied by the city and county has been derived from public records that are constantly undergoing change and is not warranted for content or accuracy. The city and county do not guarantee the positional or thematic accuracy of the data. The cartographic digital files are not a legal representation of any of the features depicted, and the city and county disclaim any assumption of the legal status they represent. Any implied warranties, including warranties of merchantability or fitness for a particular purpose, shall be expressly excluded. The data represents an actual reproduction of data contained in the city's or county's computer files. This data may be incomplete or inaccurate, and is subject to modifications and changes. City of Goshen and Elkhart County cannot be held liable for errors or omissions in the data. The recipient's use and reliance upon such data is at the recipient's risk. By using this data, the recipient agrees to protect, hold harmless and indemnify the City of Goshen and Elkhart County and its employees and officers. This indemnity covers reasonable attorney fees and all court costs associated with the defense of the city and county arising out of this disclaimer.

### The City of Goshen

Department of Public Works & Safety  
Office of Engineering

204 East Jefferson Street, Goshen, Indiana 46528  
Phone: 574-534-2201 [engineering@goshencity.com](mailto:engineering@goshencity.com)

Jn: 2013-0032



## Lease Agreement

THIS LEASE AGREEMENT ("Agreement") is made and entered into effective October 1, 2025, by and between the City of Goshen, 202 S. 5th Street, Goshen, Indiana 46528, by and through its Board of Public Works and Safety, hereinafter referred to as "the City," and the County of Elkhart, Indiana by and through the Elkhart County Board of Commissioners, whose current mailing address is 117 N. 2<sup>nd</sup> Street, Goshen, IN 46526, hereinafter referred to as "Elkhart County."

1. Leased Premises. In consideration of the rents to be paid and the covenants and agreements to be kept by the City, Elkhart County leases to the City certain premises located at 101 N Main St, Goshen, IN 46526 (Parcel No. 20-11-09-404-001.000-015 with all improvements is collectively referred to as "Property"), and more particularly identified as follows: the space at the south end of the second floor of the Elkhart County Courthouse, currently occupied by the Elkhart County Clerk, which is more particularly depicted in the Floor Plan attached hereto and made a part hereof as Exhibit 1 ("Leased Premises"). The Commissioners will retain possession and control of the room labeled "County Storage" on the Floor Plan attached hereto, and will be entitled to access such room from the stairway of the building at any time, or from the north entrance of the Leased Premises during normal business hours and after hours. The City is entitled to use of the space labeled "Training Room" on the attached Floor Plan, at reasonable times when such room is not being used or otherwise scheduled for use. If the City wishes to use the Training Room, it must first reserve its use of such room with the Commissioners, or the Commissioners' designee.

2. Term of Lease. The term of this lease will be for a period of Fifty-Nine (59) months, commencing on October 1, 2025, and continuing to August 31, 2030, unless otherwise terminated in accordance with the provisions of this Agreement. Commencing September 1, 2030, this lease will continue on a month-to-month basis until its termination.

3. Rent. As rent for the Leased Premises, the City agrees to pay Elkhart County the sum of One Thousand Five Hundred Dollars (\$1,500.00) per month, payable in advance, for the first year of this Agreement ("Rent"). The monthly Rent amount will increase by 3.0% each year, commencing on the anniversary date of this Agreement. The first month's rent must be paid on or before the first day of the term. All Rent payments must be made to Elkhart County at Attn: County Administrator, 101 N Main St, Goshen, IN 46526, or at such other place as Elkhart County may designate in writing.

4. Additional Consideration. In addition to the Rent, City agrees that as additional consideration for this Agreement, it will execute, simultaneous with this Agreement, a separate perpetual, permanent, and irrevocable license to allow Elkhart County the right to use the conduit depicted in red on the map attached hereto and made a part hereof as Exhibit 2 to pull and maintain up to a 288 strand fiber cable to be owned, maintained, and replaced as necessary by Elkhart County.

5. Use of Premises. the City agrees the Leased Premises leased will be used only for Goshen Fire Department administrative offices and all other activities reasonably related to the operation of such offices. The City agrees to comply with all state and local rules, regulations, laws and ordinances which are now or may hereafter be in effect. Similarly, the City recognizes that this is an Elkhart County owned building and that it will be required, unless deemed contrary to state or federal law, to comply with all rules and restrictions placed upon individuals occupying the Leased Premises.

6. Maintenance of Premises and Services to be Provided.

a. The City must maintain the Leased Premises in a clean and sanitary condition. Elkhart County will maintain the structural components of the Leased Premises, and the mechanical systems. The City will be liable for any damage to the Property, including damage to areas maintained by Elkhart County, caused by the City's use thereof.

b. The City may make improvements to the Leased Premises, at its own cost, as proposed on the attached floor plan on or prior to December 31, 2025. No alterations, additions, or improvements to the Leased Premises will be made without the prior written approval of the County Administrator. The City is solely responsible for coordinating and obtaining approval from the Historic Preservation Commission prior to making any alterations, additions, or improvements.

c. The City will be responsible for office and common space cleaning of the Leased Premises, all non-structural maintenance of the Leased Premises, and phone, internet, and other desired utility services not specifically covered by Elkhart County. Elkhart County will provide water, sewer, gas, and electric utilities. Fire Department staff will place daily trash, contained in approved equipment, in an area designated by Elkhart County for scheduled pick-up. The City will not place any trash containers or trash on the exterior of the building, unless specifically approved by Elkhart County in writing.

7. Security. The City agrees to abide by and cooperate with Elkhart County in the enforcement and implementation of applicable security regulations and measures, including those that apply to the Leased Premises. Security of the Leased Premises itself will be the sole responsibility of the City.

The City agrees to provide Elkhart County with a key to any lock or locking device used to secure the Leased Premises. Elkhart County agrees that the key will be used by Elkhart County for Leased Premises maintenance, inspections, or in case of emergency. Elkhart County will not be liable for theft, vandalism, pilferage, or damage to any items stored in the Leased Premises. City will be solely responsible for maintaining insurance coverage on any items stored in the Leased Premises.

8. Liability and Insurance

a. Elkhart County hereby expressly disclaims any and all liability for damage to the personal property in the Leased Premises. The City must indemnify and hold harmless Elkhart County against all costs and expenses and/or liability arising out of or based upon any claim accident or injury resulting from the City's use of the Property or occupancy of the Leased Premises.

b. The City further agrees to maintain in full force and effect during the term of this Agreement a policy of liability insurance on the premises in a minimum amount of \$1,000,000.00 per occurrence, subject to an amount not less than \$2,000,000.00 aggregate limit covering bodily injury (including death), personal injury, property damage including, without limitation, all contractual liability for such injury or damage assumed by City under this Agreement (this policy must cover, but is not limited to, liability arising from premises and operations, independent contractors, Goshen City Court operations, personal and advertising injury, and blanket contractual liability). the City agrees to keep on deposit at all times during the term of this Agreement a certificate of proof issued by an insurance carrier that such insurance is in full force and effect and that Elkhart County is a named additional insured. Each certificate shall require that written notice be given to Elkhart County at least thirty (30) days prior to the cancellation or a material change in the policy.

9. Termination and Default.

a. Either party may terminate this Agreement without cause by giving the other party at least 24 month's written notice of the intent to terminate up until October 1, 2028. Following October 1, 2024, either party may terminate this Agreement without cause by giving the other party written notice of the intent to terminate effective August 31, 2030. After August 31, 2030, either party may terminate this Agreement without cause by giving the other party 30 days written notice of its intent to terminate.

b. It is acknowledged that time is of the essence in all things in this Agreement. If the City defaults in any of its obligations under this Agreement and continues to be in default for more than ten (10) days after written notice thereof is given by Elkhart County to the City, Elkhart County will have the right to take immediate possession of the premises and terminate the Agreement.

c. In the event the City fails to vacate or properly remove themselves from the Leased Premises, Elkhart County will have the right to enter upon the Leased Premises and remove personal property and any other possessions of the City from the Leased Premises without further obligation to the City.

d. It is further acknowledged that if the City fails to vacate the Leased Premises on termination by reason of the City's default or upon termination of this

Agreement, Elkhart County will be entitled to recover its necessary costs and attorney's fees in instituting any proceedings for possession of the Leased Premises and termination of the City's interest in this Agreement.

10. Sublease/Assignment. The City will not sublease the Leased Premises nor assign its rights hereunder without the express written approval of Elkhart County.

11. Waiver. The waiver by either party of a breach of any provision of this Agreement will not operate or be construed as a waiver of any subsequent breach.

12. Modification. No change or modification of any term of this Agreement will be valid unless it is in writing and signed by both Elkhart County and the City.

13. Notices. Any notice required or desired to be given under this Agreement will be deemed sufficient if it is made in writing and delivered in person or sent by United States certified mail to the addresses listed in the first paragraph for City and Section 3 for Elkhart County, or such other place as the parties may designate in writing.

14. Applicable Law and Venue. This Agreement is governed by the laws of the State of Indiana, and any action to enforce the terms and conditions of this Agreement must be commenced and heard in Elkhart County, Indiana.

15. Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes all other agreements or understandings between Elkhart County and the City.

IN WITNESS WHEREOF, the parties have entered into this Agreement on the date first written above.

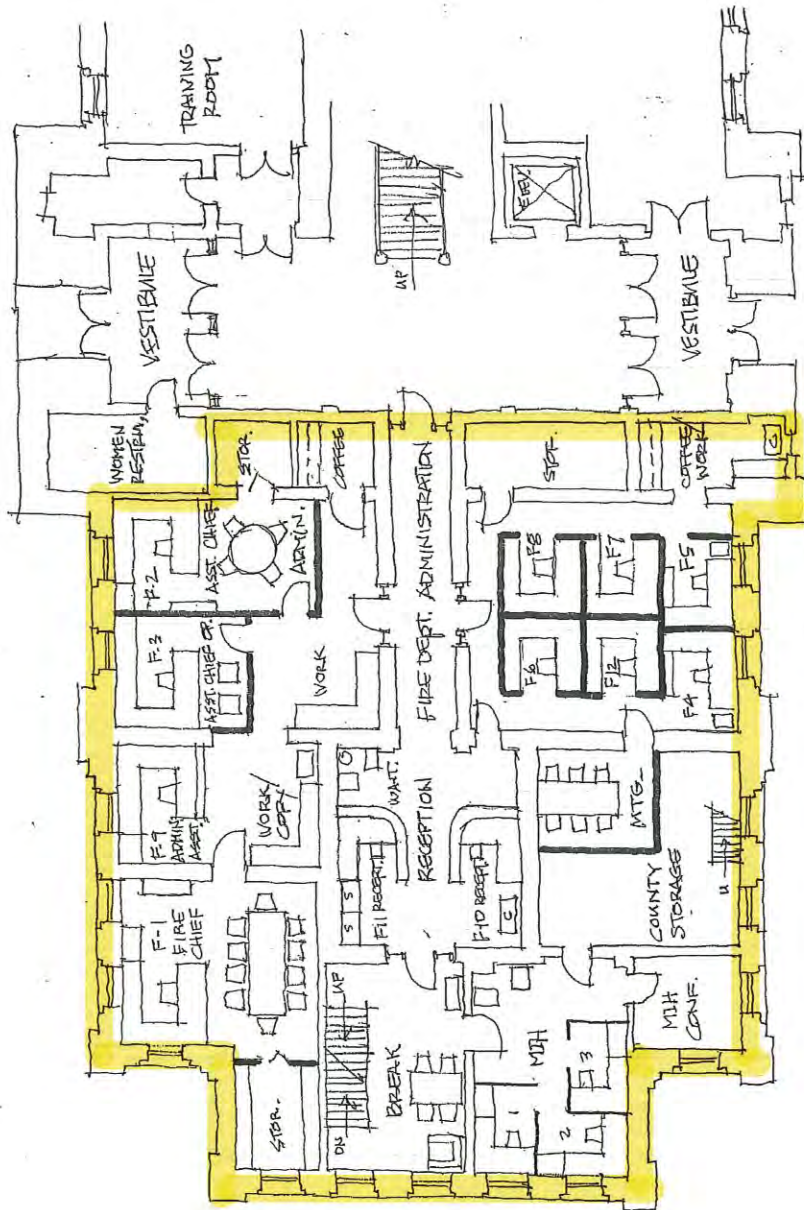
City of Goshen, Indiana  
Board of Public Works & Safety

County of Elkhart, Indiana  
by and through the Board of  
Commissioners

By: \_\_\_\_\_  
Gina M. Leichty, Mayor

By: \_\_\_\_\_  
Bradley D. Rogers, President

EXHIBIT 1  
 101 N. Main Street, Goshen IN 46526  
 2nd Floor  
 Goshen Fire Department Admin Space - Detailed Floorplan



GOSHEN FIRE DEPARTMENT ADMINISTRATION OFFICES  
 ELKHART COUNTY COURTHOUSE SECOND FLOOR 04/21/25 - CRIPPE DESIGN  
 NO SCALE

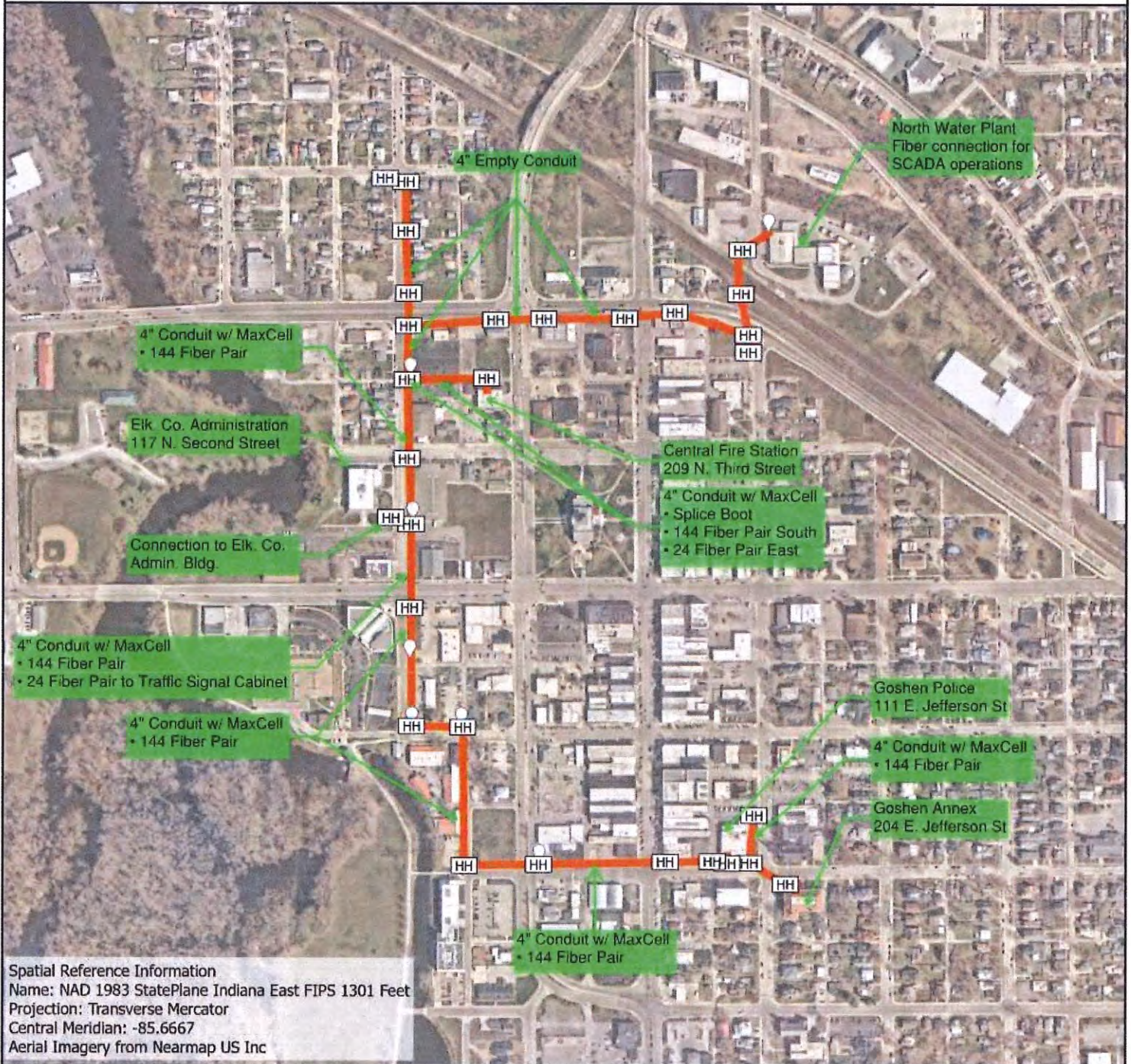




# City Owned Fiber

## EXHIBIT 2

Created 7/30/2025  
by Mattie Lehman, GIS Coordinator



### Legend

#### Fiber Structures



Locator Post - Our Agency



Locator Post



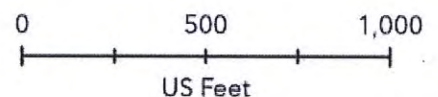
Handhole - Our Agency



Fiber Lines



1 inch equals 500 feet



The City of Goshen's Digital Data is the property of the City of Goshen and Elkhart County, Indiana. All graphic data supplied by the city and county has been derived from public records that are constantly undergoing change and is not warranted for content or accuracy. The city and county do not guarantee the positional or thematic accuracy of the data. The cartographic digital files are not a legal representation of any of the features depicted, and the city and county disclaim any assumption of the legal status they represent. Any implied warranties, including warranties of merchantability or fitness for a particular purpose, shall be expressly excluded. The data represents an actual reproduction of data contained in the city's or county's computer files. This data may be incomplete or inaccurate, and is subject to modifications and changes. City of Goshen and Elkhart County cannot be held liable for errors or omissions in the data. The recipient's use and reliance upon such data is at the recipient's risk. By using this data, the recipient agrees to protect, hold harmless and indemnify the City of Goshen and Elkhart County and its employees and officers. This indemnity covers reasonable attorney fees and all court costs associated with the defense of the city and county arising out of this disclaimer.

### The City of Goshen

Department of Public Works & Safety  
Office of Engineering

204 East Jefferson Street, Goshen, Indiana 46528  
Phone: 574-534-2201 [engineering@goshencity.com](mailto:engineering@goshencity.com)

Jn: 2013-0032



## LICENSE TO USE CITY CONDUIT FOR COUNTY FIBER

This License to Use City Conduit for County Fiber ("License"), made and entered into effective October 1, 2025, by and between City of Goshen, Indiana by and through its Board of Public Works and Safety, hereinafter referred to as ("Licensor"), and County of Elkhart, Indiana by and through the Elkhart County Board of Commissioners ("Licensee"). Licensor and Licensee are hereinafter referred to collectively as "the Parties."

### Recitals

A. Licensor owns conduit lines throughout the City of Goshen, Indiana as depicted in red on Exhibit A attached hereto ("City Conduit").

B. Licensor desires to grant Licensee a right to use its conduit lines under the terms of this License as a transfer of property license rights between governmental entities pursuant to Indiana Code § 36-1-11-8.

C. This License serves as additional consideration for (1) the Lease Agreement by and between Licensee and Licensor, effective October 1, 2025, for use of a portion of the real property located at 101 N. Main St., Goshen, IN 46526, to conduct Goshen City Court operations and (2) the Lease Agreement by and between Licensee and Licensor, effective October 1, 2025, for use of a portion of the real property located at 101 N. Main St., Goshen, IN 46526, for use as administrative offices for the Goshen Fire Department (collectively, "Leases"). Licensor and Licensee understand and agree that the term of this License will extend far beyond the terms of the Leases.

D. Licensor and Licensee have prepared substantially identical resolutions to approve the Leases and this License.

In consideration of the matters set forth above, and of the benefits and obligations set forth in this License, and for other good and valuable consideration the receipt of which is hereby acknowledged, the Parties to this License do hereby agree as follows:

### Agreement

1. Grant of License. Licensor hereby grants to Licensee a perpetual, permanent, and irrevocable license to use the City Conduit to pull and maintain, up to a 288 strand, fiber cable ("County Fiber"). Licensee is solely responsible to maintain and replace, as necessary, the County Fiber. Licensor and Licensee agree that County may remove the County Fiber for any period of time without relinquishing its rights under this License.

2. Fees. No monetary amount will ever be owed by Licensee to Licensors for use of their License rights contained herein. Consideration for this License was created in the Leases executed simultaneously herewith.

3. Use. Licensors may use the County Fiber contained in the City Conduit for any lawful purposes. Neither Licensee nor Licensors will be responsible for the improper or unlawful actions of third parties using services made possible as a result of the County Fiber in the City Conduit. For example, Licensee will not lose its rights under this License if the County Fiber is used to provide internet access, a lawful purpose, and a party improperly uses such internet for unlawful purposes.

4. No Waiver of Governmental Immunity. Nothing in this License waives or is intended to waive any protections that may be applicable to Licensors or Licensee or any of its elected or appointed officials, employees, agents, or representatives under any applicable statutes, rules, or regulations providing governmental immunity, or any other rights, protections, immunities, defenses, or limitations on liability that Licensors or Licensee or such related parties are provided by law. To the extent this provision conflicts with any other provision contained in this License, this provision controls.

5. Termination. This License may only be terminated by agreement of the Parties. If it is ever determined by statute or court order that Licensors cannot grant a perpetual license, then this License will automatically terminate, unless renewed by the Parties, upon its 100 year anniversary.

6. Condition. Licensee agrees to accept the City Conduit in its current condition and to take reasonable precautions not to cause damage to the City Conduit during any period of use.

7. Liability for County Fiber. Licensors will not be liable for any damage to County Fiber caused by fire, theft, breakage, burglary, or otherwise, resulting from electrical failure, lightning strike, water, rain, windstorm, or other acts of God, to the extent not caused by the negligence of Licensors, Licensors' employees, contractors, or agents. Licensee hereby agrees to make no claim for any such damages or loss against Licensors.

8. Indemnification.

a. Indemnification of City by Elkhart County. To the fullest extent permitted by law, and without limiting any other rights or remedies, Elkhart County agrees to defend, indemnify, and hold City and its respective, officers, directors, employees, agents, departments, contractors, and successors and assigns harmless from and against any and all damages, losses, liabilities, costs, expenses, penalties, judgments, settlements, claims, or other causes of action, including reasonable attorneys' fees and disbursements, professional fees, and court costs actually incurred by a City indemnified party, as a result of, arising out of, or in connection with: (1) bodily injury or death, and damage, loss or

destruction of any real or personal property (including without limitation the property of City), which third-party claims arise out of or relate to Elkhart County's negligence or willful misconduct; or (2) Elkhart County's breach, nonfulfillment, or nonperformance of any representation, warranty, covenant, or obligation in this License.

b. Indemnification of Elkhart County by City. To the fullest extent permitted by law, and without limiting any other rights or remedies, City agrees to defend, indemnify, and hold Elkhart County and its respective elected officials, officers, directors, employees, agents, departments, contractors, and successors and assigns harmless from and against any and all damages, losses, liabilities, costs, expenses, penalties, judgments, settlements, claims, or other causes of action, including reasonable attorneys' fees and disbursements, professional fees, and court costs actually incurred by an Elkhart County indemnified party, as a result of, arising out of, or in connection with: (1) bodily injury or death, and damage, loss or destruction of any real or personal property (including without limitation the property of Elkhart County), which third-party claims arise out of or relate to City's negligence or willful misconduct or any defects in any Products; or (2) City's breach, nonfulfillment, or nonperformance of any representation, warranty, covenant, or obligation in this License.

9. Removal of Property. Neither Licensee nor Licensors is authorized to remove any property of the other found in the City Conduit without their signed written consent.

10. No Ownership or Lease Interest in Real Property. Licensors and Licensee agree that this License creates a license only, and does not confer upon Licensee any ownership interest in the City Conduit. Licensee is not obligated to pay any taxes, insurance, maintenance, or other costs related to the City Conduit.

11. Notice. Any notice required to be given under this License must be delivered personally or by USPS certified mail, return receipt requested to the following address, or to any other address of which either party submits notice in writing:

If to Licensors:

City of Goshen  
Board of Public Works and Safety  
202 S. 5<sup>th</sup> Street  
Goshen, IN 46528

If to Licensee:

County of Elkhart  
Elkhart County Board of Commissioners  
117 N. 2<sup>nd</sup> Street

Goshen, Indiana 46526

With a copy to:

Yoder Ainlay Ulmer & Buckingham, LLP

Attn: County Attorney

130 North Main Street

Goshen, IN 46526

12. Assignment. Licensee must not assign its rights under this License without signed written consent of Licensor.

13. Severability. Should any provision of this License be found to be invalid or unenforceable, the remainder of the License will not be affected thereby and each term and provision herein will be valid and enforceable to the fullest extent permitted by law.

14. Rights and Waiver. All rights given to the Parties by this License will be cumulative to any other laws which might exist or come into being. Notwithstanding the foregoing, Paragraph 5 above set forth the only means of terminating this License. Any exercise or failure to exercise by Licensor of any right will not act as a waiver of any other rights. No statement or promise of Licensor, Licensee, or their respective agents as to use, repairs, alterations, or other terms and conditions will be binding unless reduced to writing and signed by the Parties.

15. Jurisdiction & Venue. This License will be governed by, construed under, and enforced in accordance with the laws of the state of Indiana. Both Licensor and Licensee waive trial by jury and agree to submit to the personal jurisdiction and venue of a court of subject matter jurisdiction located in Elkhart County, State of Indiana.

16. Terms. In this License the singular number when used will also include the plural, and the masculine gender will also include the feminine.

17. Headings. The headings of paragraphs herein are included solely for convenience of reference and will not control the meaning or interpretation of any of the provisions of this License.

18. Modification. No oral agreement, statement, promise, undertaking, understanding, arrangement, act or omission of any party, occurring subsequent to the date hereof, may be deemed an amendment or modification of this License unless reduced to writing and signed by the Parties hereto or their respective successors or assigns.

19. Binding on Successors. The provisions of this License will be binding and effective with respect to any legal representative, successor, or assignee of each of the Parties.

20. Entire Agreement. The Parties represent and agree that no promise, inducement, or agreement, other than as expressed herein, has been made to them and that this License is fully integrated, supersedes all prior agreements and understandings, and contains the entire agreement between the Parties.

City of Goshen:  
Board of Public Works and Safety

By: \_\_\_\_\_  
Gina M. Leichty, Mayor

\_\_\_\_\_  
Date

County of Elkhart, Indiana  
By and through the  
Board of Commissioners

By: \_\_\_\_\_  
Bradley D. Rogers, President

\_\_\_\_\_  
Date

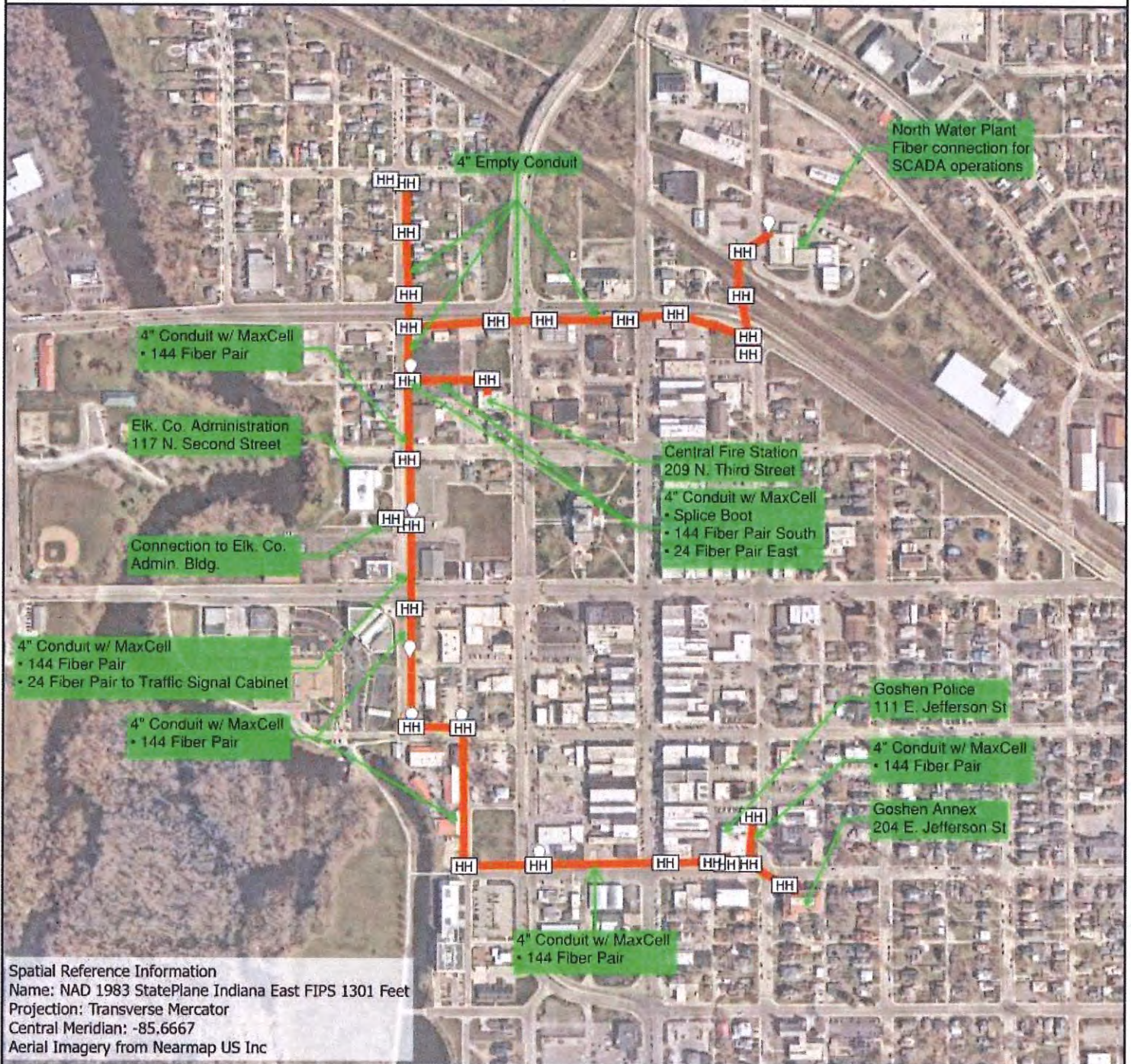




# City Owned Fiber

## EXHIBIT A

Created 7/30/2025  
by Mattie Lehman, GIS Coordinator



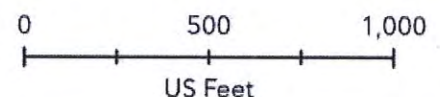
### Legend

#### Fiber Structures

- Locator Post - Our Agency
- Locator Post
- HH Handhole - Our Agency
- Fiber Lines



1 inch equals 500 feet



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### The City of Goshen

Department of Public Works & Safety  
Office of Engineering

204 East Jefferson Street, Goshen, Indiana 46528  
Phone: 574-534-2201 [engineering@goshencity.com](mailto:engineering@goshencity.com)

Jn: 2013-0032





**COMMUNITY DEVELOPMENT BLOCK GRANT  
CITY OF GOSHEN**

204 East Jefferson Street, Suite 4 • Goshen, IN 46528-3405

Phone (574) 533-9370 • Fax (574) 533-8626 • TDD (574) 534-3185  
theresacummings@goshencity.com • www.goshenindiana.org

**MEMORANDUM**

**TO:** Board of Public Works and Safety

**FROM:** Theresa Cummings, Community Development Specialist

**DATE:** September 25, 2025

**RE:** Approval of 2025 Community Development Block Grant (CDBG) Agreements

---

Please approve and authorize the Mayor to sign the following CDBG agreements and CBDO (Community Based Development Organization) agreement for Program Year 2025:

**Planning Grant (for neighborhood outreach):**

Lacasa, Inc.	\$7,000
--------------	---------

**Public Service Grants:**

Boys and Girls Clubs of Elkhart County – Goshen Club	\$5,125
Council on Aging of Elkhart County	\$5,125
Elkhart County Clubhouse	\$4,100
Goshen Interfaith Hospitality Network	\$19,500
Maple City Health Care Center, Inc.	\$5,125
Walnut Hill Early Childhood Center	\$10,250

**Housing Grants:**

Owner Occupied Rehab - Lacasa, Inc.	\$68,000
Homeownership Assistance – Lacasa, Inc.	\$50,750
Housing Counseling – Lacasa, Inc.	\$1,000
Energy Conservation Multi Family Rehab – Lacasa, Inc. (CBDO)	\$112,172

<b>Planning, Public Service, and Housing Grants Total</b>	<b><u>\$343,147</u></b>
---	-------------------------

The planning grant will be used for neighborhood outreach. The public service grants will be used to fund access to early childhood education, daily nutrition programs, mental health support, senior transportation, and primary healthcare. The housing grants will be used to fund the ongoing owner-occupied housing rehab program, homeownership assistance accompanied by housing counseling, and a CBDO project for solar improvements to 12 affordable multi-family housing units.

A sample public service agreement is attached.

**Suggested motion: To approve and authorize the Mayor to sign the CBDO and CDBG agreements for Planning, Public Services and Housing activities for Program Year 2025.**

CITY OF GOSHEN - COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

Program Year 2025: July 1, 2025 – June 30, 2026

Public Service Sub-Recipient Agreement

Boys & Girls Clubs of Elkhart County – Goshen Club

This Agreement is entered into as of the 25<sup>th</sup> day of September, 2025 between the City of Goshen (herein called the “City”) and the Boys & Girls Clubs of Elkhart County – Goshen Club (herein called the “Sub-recipient”) an Indiana Not-For-Profit Corporation, for the contract period July 1, 2025 through June 30, 2026.

WHEREAS, the City has entered into an Agreement with the United States Department of Housing and Urban Development (HUD) for a Community Development Block Grant (CDBG) under Title I of the Housing and Community Development Act of 1974, as Amended, and;

WHEREAS, said Agreement with HUD provides for the grant of funds to the City for projects and activities principally benefiting persons of low and moderate income, and;

WHEREAS, Sub-recipient desires to carry out a project or program, described in the Scope of Services section of this document, principally for the benefit of low- and moderate-income residents of the City of Goshen and;

WHEREAS, Sub-recipient has requested the assistance of the City, through the Community Development Block Grant Program, in order to carry out the proposed program.

NOW, THEREFORE, Sub-recipient and the City agree as follows:

1. SCOPE OF SERVICES

- A. Sub-recipient agrees that CDBG funds will be used to fund the Daily Nutrition Program, providing nutritionally balanced food, available to all Club members, as outlined in the Public Services Grant Application. The project will be carried out as described in the proposed project details and budget from the application form, a copy of which is attached as Attachment A, which is hereby made a part of this Agreement.
- B. Sub-recipient certifies that the Daily Nutrition Program carried out under this Agreement will meet the LMC (Low/Moderate Income Limited Clientele) National Objective.
- C. Sub-recipient agrees that it shall comply with applicable laws and regulations including, but not limited to, those listed in Attachment B, which is hereby made a part of this Agreement.
- D. Sub-recipient agrees that it shall provide a written quarterly report within five days of the end of each quarter or with each payment request within a quarter, and a final written report with the request for final grant payment, or no later than the deadline for final claim submittal if unexpended funds remain. Using the form provided, the report shall detail how funds were used, matching funds used, number and details of project beneficiaries, and any other requested information. A sample form is provided in Attachment C, which is hereby made a part of this Agreement.
- E. The City agrees, on submission of proper reports, claims and verification of costs that it shall reimburse Sub-recipient for up to Five Thousand One Hundred and Twenty-Five Dollars (\$5,125.00). The City shall have no obligation to reimburse Sub-recipient for any costs incurred in violation of any provision of this Agreement or any applicable law, ordinance or regulation. Claims will be processed per the City's weekly payment procedures for CDBG claims, provided in Attachment D, which is hereby made a part of this Agreement.
- F. All claims for reimbursement under this Agreement shall be submitted to the City no later than the day specified by the CDBG Administrator near the end of the contract period, approximately June 3, 2026, so that all claims can be paid within the contract year.



## 2. AUDIT COMPLIANCE

The Sub-recipient shall provide the amount of federal funds expended in the Sub-recipient's fiscal year, as requested by the City. If the Sub-recipient expends \$1,000,000 or more of federal funds in a fiscal year, an audit following 2 CFR 200.514 must be conducted and a copy of the audit submitted to the City for review, within 30 days after receipt of the auditor's report(s) or nine months after the end of the audit period, whichever is earlier. Any findings related to CDBG must be cleared by the City.

## 3. TERMINATION FOR CONVENIENCE

Sub-recipient may terminate this Agreement as to any funds not disbursed by providing notice to the City, however, Sub-recipient's service and reporting requirements shall continue. The notice of termination shall specify the reason for the termination of Agreement and the date when the Agreement shall be terminated. If the Sub-recipient chooses to terminate this Agreement after part of the funds have been drawn, the Sub-recipient must continue to comply with all other parts of this Agreement.

## 4. TERMINATION FOR NONCOMPLIANCE

If the City determines Sub-recipient is in noncompliance with this Agreement the City may take the following corrective actions: temporarily withhold cash payments, disallow all or part of the activity or action in noncompliance, wholly or partly suspend or terminate the current award, withhold further awards, or take other remedies that may be legally available. If Sub-recipient is found to be in noncompliance the City will provide a time and place for a hearing with the Sub-recipient at which time the Sub-recipient may appeal its suspension. The Sub-recipient must request in writing a hearing for noncompliance. Costs incurred by the Sub-recipient during suspension or following termination of an award are not allowable unless the City expressly authorizes them in the notice of suspension or termination. Other Sub-recipient costs during suspension or following termination which are necessary and not reasonably avoidable are allowed if, and, in the case of a termination, are non-cancelable, the costs result from obligations which were properly incurred by the Sub-recipient before the effective date of suspension or termination, are not in anticipation of it, and, in the case of a termination, are non-cancelable, and, the costs would be allowable if the award were not suspended or expired normally at the end of the funding period in which the termination takes effect. Notice of suspension or termination shall be given by the City to the Sub-recipient in writing. The Sub-recipient shall have the right to appeal the suspension or termination in writing and must do so within 15 days of notice from the City.

## 5. TERM OF AGREEMENT

(a) The term of this Agreement shall run from and including the 1st day of July 2025 through and including the 30th day of June 2026. All of Sub-Recipient's claims to release funds from the CDBG program shall be submitted to the City no later than the day specified by the Community Development Specialist near the end of the contract period, approximately June 3, 2026, so that all claims can be paid within the contract year.

(b) When the Community Development Specialist is notified that CDBG funds are no longer available due to funding changes or lack of funding by the U.S. Department of Housing and Urban Development to support continuation of performance of the Agreement, the Agreement shall be canceled with not less than 30 days' notice to the Sub-Recipient from the City.

## 6. EQUIPMENT

In the event that any funds provided under this Agreement are used for the purchase of equipment, Sub-recipient shall comply with applicable federal regulations with regard to the disposition of such equipment when it is no longer needed for the program per 2 CFR Part 200. Unless federal rules require otherwise, it is hereby agreed that the City's percentage interest in equipment shall be the amount of funds provided by the City divided by the total cost of the equipment incurred over the term of this Agreement.

## 7. PROVISIONS IN CASE OF DEFAULT

Sub-recipient's obligations under this Agreement shall be extended for an additional year in the event Sub-recipient fails to provide evidence in reports provided for in paragraph 1.D that the Sub-recipient's programs are of benefit principally to low- and moderate-income residents of the City of Goshen. In the event that the Sub-recipient fails to provide such evidence for a

period of two years, Sub-recipient shall be in default of this Agreement. The Sub-recipient shall reimburse the City in an amount equal to the funds provided.

#### 8. RECORDS

Sub-recipient shall maintain records adequate to identify and account for all costs pertaining to this Agreement and such other records as may be required by statute, rule or regulation. These records shall be maintained for a period of four (4) years after project completion and shall be made available to the City and authorized federal agencies.

#### 9. NOTICES

Notices will be considered sufficient if sent by certified mail or delivered in person to:

City:  
Theresa Cummings, Community Development Specialist  
City of Goshen  
204 E Jefferson, Suite 4  
Goshen, IN 46528

Sub-recipient:  
Tami Hicks, President & CEO  
Boys and Girls Clubs of Elkhart County  
306 Crescent St, PO Box 614  
Goshen, IN 46527-0614

Executed as of the date first written above.

CITY OF GOSHEN

by: \_\_\_\_\_  
Gina Leichty, Mayor

by: \_\_\_\_\_  
Tami Hicks, President & CEO

## ATTACHMENT A: GRANT APPLICATION PROJECT DETAILS

1. Briefly describe the proposed project to receive CDBG funds. Include the need or problem to be addressed, the population (or area) to be served, a description of the work, including who will carry it out, and the proposed schedule of work, including the proposed timing of requests for CDBG funds.

The Boys & Girls Club is a full-service youth development agency providing programs in 5 core areas:

- Education and Career Development
- Health and Wellness
- Leadership and Service
- Sports and Recreation
- The Arts

In addition to these five core areas, a variety of activities for children 6 – 18 years old are provided daily. The Club provides a fun atmosphere in which to learn and grow and gives members, most of whom come from low-income families, the opportunity to enjoy field trips and activities their families might not otherwise be able to afford. The kitchen has the capacity to serve 130 members at a time. During the summer months and on school recesses it is used for breakfast, snack, and lunch service while during the school year only dinner and snack, as needed, are served. The space has allowed for learning opportunities in the culinary arts as well as opening the space during non-mealtime for other program activities. The education wing includes a library, computer lab, STEAM room, and space for homework assistance and tutoring. After school attendance for the first semester of the 2024-25 school year was 320 youth per day, this is a 15% increase over the prior year for the same time period.

The Club's academic assistance programs are among the most important, as academic success is often a deciding factor for whether children are able to complete and further their education and successfully enter the workforce as adults. Studies show, and our organization has come to experience first-hand, that children are better able to concentrate on their studies when not dealing with the issue of hunger. Each snack and meal consists of whole grains, protein, vegetables and/or fruits, and dairy products as are appropriate. On days when dinner is served, the meal is available for all youth in the building during the 90 minute – 2 hour serving time. The same is true when snacks are served. The goal of the meal program is to make sure that all children and youth attending Boys & Girls Club have access to healthy snacks and meals. These snacks and meals are always provided to Club members at no cost. The purchase of the food, the preparation, and the serving is done by Boys & Girls Club staff who are trained and certified by the Indiana Department of Education and the Elkhart County Health Department. The majority of Club members benefiting from the Daily Nutrition Program reside in low/moderate income households. The snacks and meals made available often provide a significant portion of the child's total daily nutrition.

2. Complete the line item budget for the proposed project and provide details on how reimbursed costs will be calculated.

Item Description	Total Amount	CDBG Funds	Other Funds
a. Food	\$125,000	\$7,500	\$117,500
b. Non-Food	\$ 8,500		\$8,500
c. Operational Labor	\$42,606		\$42,606
d. Program Administration	\$18,692		\$18,962
e. General Overhead	\$12,000		\$ 12,000
f.			
<b>TOTALS</b>	<b>\$206,798</b>	<b>\$7,500</b>	<b>\$199,298</b>

Reimbursement costs will be calculated using receipts for food, and necessary non-food items, purchased for the program



- a. Food – cost is estimated from a historical average of food purchases over the last few years. Adjustments have been made to account for rising food prices and anticipated increase in daily attendance.
  - b. non-food (serving supplies) – same as above.
  - c. Operational Labor –
    1. Food Program Manager – 30hrs/wk x 48 wks x \$22.15/hr = \$31,896
    2. Food Program Assistant (1) 25 hrs/wk x 35 wks x \$12.24/hr = \$10,710
  - d. Program Administration
    1. Food Program Manager – 10 hour/week x 48 weeks x \$22.15/hr = \$10,632
    2. Grant Program Supervisor – 1 hour/wk x 48 weeks x \$29.80/hr = \$1,430
    3. Program Manager – 6.5hrs/wk x 48 weeks x 24.04/hr = \$6,630
  - e. General Overhead – cost based estimate including custodial, utilities, and insurance based on the size of the café/kitchen in relation to the building as a whole.
3. List the source and amount of other sources of funding, including matching funds and in-kind contributions, expected to be used to support this project. For in-kind contributions, such as volunteer labor, please include the number of hours and dollar value (\$10 per hour) of the volunteer hours.

Other funding sources include the Child and Adult Care Food Program (CACFP) for approximately \$170,000 annually, and the Summer Food Service Program for approximately \$35,000 annually, as well as donations from individuals and service groups totaling approximately \$1,500.

4. Describe how the project will meet one or more of the following objectives:
- 1) Suitable Living Environment;
  - 2) Decent Affordable Housing; or
  - 3) Creating Economic Opportunities (see attached Outcome Performance Measurement information sheet).

The Daily Nutrition Program comes under the objective: Suitable Living Environment, by addressing the issue of hunger and nutrition in the daily living environment of boys and girls who are members of the Boys & Girls Clubs of Elkhart County – Goshen Unit. We have long known that for some of our members the food provided by the club is the only food they receive outside their daily school lunch. Even when food is offered in the homes of these members, it is often the processed or pre-packed food typically found in neighborhood convenience stores. When children are not distracted by hunger issues, they are more able to concentrate on their academic efforts and other life-enhancing programs offered by the Club.

## ATTACHMENT B

### Standard Contract Attachments

#### I. Administrative Requirements

#### II. Personnel and Participant Conditions

#### III. Environmental Conditions

## **I. Administrative Requirements**

### **A. Financial Management**

#### **1. Accounting Standards**

The Sub-recipient agrees to comply with 2 CFR Part 200 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

#### **2. Cost Principles**

The Sub-recipient shall administer its program in conformance with 2 CFR Part 200 as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

### **B. Documentation and Record Keeping**

#### **1. Records to be Maintained**

The Sub-recipient shall maintain all records required by the Federal regulations specified in 24 CFR 570.506 that are pertinent to the activities funded under this Agreement. Such records shall include but not be limited to:

- a. Records providing a full description of each activity undertaken;
- b. Records demonstrating that each activity undertaken meets the National Objective of the CDBG program of benefiting low/moderate income persons;
- c. Records required to determine the eligibility of activities;
- d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
- e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
- f. Financial records as required by 24 CFR 570.502, and 2 CFR Part 200; and
- g. Other records necessary to document compliance with Subpart K of 24 CFR 570.

#### **2. Retention**

The Sub-recipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of four (4) years. The retention period begins on the date of submission of the City's annual performance and evaluation report to HUD in which the activities assisted under the Agreement are reported on for the final time. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the four-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the four-year period, whichever occurs later.

#### **3. Client Data**

The Sub-recipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to the City or their designees for review upon request.

#### **4. Disclosure**

The Sub-recipient understands that client information collected under this contract is private, and the use or disclosure of such information, when not directly connected with the administration of the City's or Sub-recipient's responsibilities with respect to services provided under this contract, is prohibited unless written consent is obtained from such person receiving service, and, in the case of a minor, that of a responsible parent/guardian, unless otherwise required by law.

#### **5. Close-Outs**

The Sub-recipient's obligation to the City shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the City), final close-out reports and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Sub-recipient has control over CDBG funds, including

program income.

6. Audits and Inspections

All Sub-recipient records with respect to any matters covered by this Agreement shall be made available to the City, grantor agency, their designees or the Federal Government, at any time during normal business hours, as often as the City or grantor agency deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Sub-recipient within 30 days after receipt by the Sub-recipient. Failure of the Sub-recipient to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments. The Sub-recipient hereby agrees to have an annual agency audit conducted in accordance with current City policy concerning Sub-recipient audits and, as applicable, 2 CFR Part 200.

C. Reporting and Payment Procedures

1. Program Income

The Sub-recipient shall report on a monthly basis all program income as defined at 24 CFR 570.500(a) generated by activities carried out with CDBG funds made available under this contract. The use of program income by the Sub-recipient shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the Sub-recipient may use such income during the contract period for activities permitted under this contract and shall reduce requests for additional funds by the amount of any such program income balances on hand. All unused program income shall be returned to the City at the end of the contract period. Any interest earned on cash advances from the US Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to the City.

2. Indirect Costs

If indirect costs are charged, the Sub-recipient will develop an indirect cost allocation plan for determining the appropriate Sub-recipient's share of administrative costs and shall submit such plan to the City for approval, in a form specified by the City.

3. Payment Procedures

The City will pay to the Sub-recipient funds available under this contract, based upon information submitted by the Sub-recipient and consistent with any approved budget and City policy concerning payments. With the exception of certain advances, payments will be made for eligible expenses actually incurred by the Sub-recipient, and not to exceed actual cash requirements. Payments will be adjusted by the City in accordance with advance fund and program income balances available in Sub-recipient accounts. In addition, the City reserves the right to liquidate funds available under this contract for costs incurred by the City on behalf of the Sub-recipient.

D. Procurement

1. Compliance

The Sub-recipient shall comply with current City policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provide herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the City upon termination of this Agreement.

2. OMB Standards

Unless specified otherwise within this Agreement, the Sub-recipient shall procure all materials, property, or services in accordance with the requirements of 2 CFR Part 200.

3. Travel

The Sub-recipient shall obtain written approval from the City for any travel outside the metropolitan area with funds provided under this Agreement.

**II. Personnel and Participant Conditions**

A. Civil Rights

1. Compliance

The Sub-recipient agrees to comply with all local and State of Indiana civil rights ordinances and with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act (HCDA) of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.

2. Nondiscrimination

The Sub-recipient agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the HCDA are still applicable.

3. Land Covenants

This contract is subject to the requirements of Title VI of the Civil Rights Act of 1964 (PL 88-352) and 24 CFR 570.601 and 570.602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this contract, the Sub-recipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the City and the United States are beneficiaries of and entitled to enforce such covenants. The Sub-recipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

4. Section 504

The Sub-recipient agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 USC 794), which prohibits discrimination against the individuals with disabilities or handicaps in any Federally assisted program. The City shall provide the Sub-recipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

B. Equal Opportunity

1. Women- and Minority-Owned Businesses (W/MBE)

The Sub-recipient will use its best efforts to afford minority- and women-owned business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in this contract, the term “minority and female business enterprise” means a business at least fifty-one percent (51%) owned and controlled by minority group members or women. For the purpose of this definition, “minority group members” are Afro-Americans, Spanish-speaking, Spanish-surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The Sub-recipient may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

2. Access to Records

The Sub-recipient shall furnish and cause each of its own subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the City, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

3. Notifications

The Sub-recipient will send to each labor union or representative of workers with which it has a collective bargaining Agreement or other contract or understanding, a notice, to be provided by the agency contracting office, advising the labor union or worker’s representative of the Sub-recipient’s commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

4. Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement

The Sub-recipient will, in all solicitations or advertisements for employees placed by or on behalf of the Sub-recipient, state that it is an Equal Opportunity or Affirmative Action employer.



5. Subcontract Provisions

The Sub-recipient will include the provisions of Paragraphs II.A., Civil Rights, and B., Equal Opportunity, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own subrecipients or contractors.

C. Employment Restrictions

1. Prohibited Activity

The Sub-recipient is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

2. Labor Standards

The Sub-recipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 USC 327 *et seq.*), and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Sub-recipient agrees to comply with the Copeland Anti-Kickback Act (18 USC 874 *et seq.*) and its implementing regulations of the US Department of Labor at 29 CFR Part 5. The Sub-recipient shall maintain documentation which demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the City for review upon request.

The Sub-recipient agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of \$2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this contract, shall comply with Federal requirements adopted by the City pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided, that if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the Sub-recipient of its obligation, if any, to require payment of the higher wage. The Sub-recipient shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

3. "Section 3" Clause

a) Compliance

Compliance with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 75, and all applicable rules and orders issued hereunder prior to the execution of this contract, shall be a condition of the Federal financial assistance provided under this contract and binding upon the City, the Sub-recipient and any of the Sub-recipient's subrecipients and subcontractors. Failure to fulfill these requirements shall subject the City, the Sub-recipient and any of the Sub-recipient's subrecipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The Sub-recipient certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.

The Sub-recipient further agrees to comply with these "Section 3" requirements and to include the following language in all subcontracts executed under this Agreement:

"The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 USC 1701). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income

persons residing in the metropolitan area in which the project is located.”

The Sub-recipient further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to low- and very low-income persons within the service area of the project or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs; and award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project to business concerns that provide economic opportunities for low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to business concerns that provide economic opportunities to low- and very low-income residents within the service area or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs.

The Sub-recipient certifies and agrees that no contractual or other legal incapacity exists that would prevent compliance with these requirements.

b) Notifications

The Sub-recipient agrees to send to each labor organization or representative of workers with which it has a collective bargaining Agreement, or other contract or understanding, if any, a notice advising said labor organization or worker’s representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

c) Subcontracts

The Sub-recipient will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the grantor agency. The Sub-recipient will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR 75 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

D. Conduct

1. Assignability

The Sub-recipient shall not assign or transfer any interest in this contract without the prior written consent of the City thereto; provided, however, that claims for money due or to become due to the Sub-recipient from the City under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the City.

2. Subcontracts

a) Approvals

The Sub-recipient shall not enter into any subcontracts with any agency or individual in the performance of this contract without the written consent of the City prior to the execution of such Agreement.

b) Monitoring

The Sub-recipient will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

c) Content

The Sub-recipient shall cause all of the provisions of this contract in its entirety to be included in

and made a part of any subcontract executed in the performance of this Agreement.

d) Selection Process

The Sub-recipient shall undertake to ensure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis. Executed copies of all subcontracts shall be forwarded to the City along with documentation concerning the selection process.

3. Hatch Act

The Sub-recipient agrees that no funds provided, nor personnel employed under this contract, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the USC.

4. Conflict of Interest

The Sub-recipient agrees to abide by the provisions of 2 CFR Part 200 and 570.611, which include (but are not limited to) the following:

- a) The Sub-recipient shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.
- b) No employee, officer or agent of the Sub-recipient shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.
- c) No covered person who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or Agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the Sub-recipient, the City, or any designated public agency.

5. Lobbying

The Sub-recipient hereby certifies that:

- a) No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative Agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative Agreement;
- b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative Agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
- c) It will require that the language of paragraph (d) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative Agreements) and that all subrecipients shall certify and disclose accordingly:
- d) Lobbying Certification:  
This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, USC. Any person who fails to file

the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

6. Copyright

If this contract results in any copyrightable material or inventions, the City and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

7. Religious Activities

The Sub-recipient agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization.

### III. Environmental Conditions

A. Air and Water

The Sub-recipient agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

- Clean Air Act, 42 USC, 7401 *et seq.*
- Federal Water Pollution Control Act, as amended, 33 USC, 1251, *et seq.*, as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.
- Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.

B. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 USC 4001), the Sub-recipient shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

C. Lead-Based Paint

The Sub-recipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35, Subpart B. Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment and/or abatement may be conducted.

D. Historic Preservation

The Sub-recipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 USC 470) and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this Agreement.

In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state, or local historic property list.

#### **IV. General Conditions**

A. Responsibilities

The Grantee will carry out its activities in compliance with the requirements of Subpart K of 24 CFR 570, except, however, that the Grantee does not assume the City's environmental responsibilities or the responsibility for initiating the environmental review process under 24 CFR part 52.

B. The Grantee must comply with the requirements of the Build America, Buy America (BABA) Act, 41 USC 8301 note, and all applicable rules and notices, as may be amended, if applicable to the Grantee's infrastructure project. Pursuant to HUD's Notice, "Public Interest Phased Implementation Waiver for FY 2022 and 2023 of Build America, Buy America Provisions as Applied to Recipients of HUD Federal Financial Assistance" (88 FR 17001), any funds obligated by HUD on or after the applicable listed effective dates, are subject to BABA requirements, unless excepted by a waiver.



**QUARTERLY / FINAL REPORT**

**COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM**

Program Year 2025: July 1, 2025 through June 30, 2026

Report Due with Each Claim Submitted on a Minimum of  
October 16, 2025, January 15, 2026, April 16, 2026, and June 4, 2026

Final Report Due with Claim for final payment

**ORGANIZATION:** \_\_\_\_\_

**DATE OF REPORT:** \_\_\_\_\_

**FOR TIME PERIOD:** \_\_\_\_\_

**SUBMITTED BY (PRINT NAME WITH TITLE):** \_\_\_\_\_

**SIGNATURE:** \_\_\_\_\_

**CDBG CLAIM AMOUNT: \$** \_\_\_\_\_

**ACCOMPLISHMENTS**

**BRIEFLY DESCRIBE PROJECT ACTIVITIES AND ACCOMPLISHMENTS IN REPORTING PERIOD:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**MATCHING FUNDS AND IN-KIND CONTRIBUTIONS USED WITH CDBG GRANT (AMOUNT & SOURCE):**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**TOTAL NUMBER OF BENEFICIARIES:** \_\_\_\_\_

**BREAKDOWN NUMBER OF BENEFICIARIES BY RACE:**

**WHITE:** \_\_\_\_\_

**HISPANIC ORIGIN:** \_\_\_\_\_

**BLACK/AFRICAN AMERICAN:** \_\_\_\_\_

**ASIAN:** \_\_\_\_\_

**AMERICAN INDIAN:** \_\_\_\_\_

**MULTI-RACIAL:** \_\_\_\_\_

**OTHER (PLEASE SPECIFY):** \_\_\_\_\_

**INCOME QUALIFICATIONS – USE CURRENT HUD INCOME GUIDELINES OUTLINED ON NEXT PAGE:**

**INDIVIDUALS WITH INCOME ≤30% OF MEDIAN:** \_\_\_\_\_

**INDIVIDUALS WITH INCOME BETWEEN 31% AND 50% OF MEDIAN:** \_\_\_\_\_

**INDIVIDUALS WITH INCOME BETWEEN 51% AND 80% OF MEDIAN:** \_\_\_\_\_

**INDIVIDUALS WITH INCOME MORE THAN 80% OF MEDIAN:** \_\_\_\_\_

ATTACHMENT D



CITY OF GOSHEN WEEKLY PAYMENT PROCEDURES FOR CDBG CLAIMS

Updated/Effective September 22, 2025

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<b>STEP 1 – Tuesday by noon</b>	<b>Submit claim to Community Development Specialist by noon deadline</b>
<b>STEP 2 – Wednesday</b>	<b>Review of claim by Community Development Specialist– please note that incomplete claims will be held until all required information is received</b>
<b>STEP 3 – Thursday</b>	<b>Reporting in HUD’s online system for each claim by Community Development Specialist (this step is required before a claim may be processed)</b>
<b>STEP 4 – Friday – AM</b>	<b>First drawdown authorization by Community Development Specialist</b>
<b>STEP 5 – Friday / Monday</b>	<b>Voucher submitted to Clerk Treasurer’s Office by CDBG staff</b>
<b>STEP 6 – Monday</b>	<b>Second drawdown authorization by Clerk Treasurer’s Office</b>
<b>STEP 7 – Monday 3 PM –</b>	<b>Deadline to turn in vouchers to be processed for Board of Works</b>
<b>STEP 8 – Thursday</b>	<b>Claim approved and signed by Board of Works – all CDBG vouchers must be hand-signed by BOW members</b>
<b>STEP 9 – Monday</b>	<b>Check written by Clerk Treasurer’s Office and mailed</b>

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**Theresa Cummings, Community Development Specialist**  
**PLANNING & ZONING DEPT., CITY OF GOSHEN**  
204 East Jefferson Street, Suite 4 • Goshen, IN 46528-3405

Phone (574) 533-9370 • Fax (574) 533-8626 • TDD (574) 534-3185  
theresacummings@goshencity.com • www.goshenindiana.org

## MEMORANDUM

**TO:** Board of Public Works and Safety

**FROM:** Theresa Cummings, Community Development Specialist

**DATE:** September 25, 2025

**RE:** Community Development Block Grant (CDBG) Conflict of Interest Disclosure

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Jeffery Weaver, former Deputy Clerk, has entered into a temporary agreement with the City of Goshen to serve as a Consultant during the 2026 budget process. He also started in a position as a Real Estate Financial Analyst for Lacasa of Goshen as of September 15, 2025. Lacasa is a subrecipient and CBDO of Community Development Block Grant (CDBG) funds for Program Year 2025.

In the interest of full transparency, Jeffery is disclosing his service relative to Lacasa and the City. Jeffery has agreed that in his role as a City Consultant he is explicitly forbidden from discussing with any agent of the City matters related to, programs funded by the Department of Housing and Urban Development. Mr. Weaver has explicitly agreed that he will be unable to interact with any claims or vendors that are tied to Lacasa or CDBG and before the transition he assigned CDBG bank reconciliation duties over to Clerk-Treasurer Aguirre in order to avoid a perceived conflict of interest.

A public disclosure and application to HUD for a waiver are required under the regulations which govern the CDBG program. This disclosure will be done annually, as long as Mr. Weaver is serving in both capacities as City Consultant and an employee of Lacasa. This annual disclosure is to cover September 15, 2025, through January 31, 2026, when Mr. Weaver's consultant contract ends. The disclosure is attached, to be acknowledged by the Board of Public Works and Safety.

**Suggested motion: To acknowledge the Uniform Conflict of Interest Disclosure.**





## UNIFORM CONFLICT OF INTEREST DISCLOSURE STATEMENT

State Form 54266 (R2 / 9-24) / Form 236  
STATE BOARD OF ACCOUNTS

"A public servant who knowingly or intentionally (1) has a pecuniary interest in; or (2) derives a profit from; a contract or purchase connected with an action by the governmental entity served by the public servant commits conflict of interest, a Level 6 Felony." Ind. Code 35-44.1-1-4(b).

As defined by IC 35-31.5-2-261, "public servant" means a person who:

- (1) is authorized to perform an official function on behalf of, and is paid by, a governmental entity;
- (2) is elected or appointed to office to discharge a public duty for a governmental entity; or
- (3) with or without compensation, is appointed in writing by a public official to act in an advisory capacity to a governmental entity concerning a contract or purchase to be made by the entity.

A public servant has a pecuniary interest in a contract or purchase if the contract or purchase will result or is intended to result in an ascertainable increase in the income or net worth of the public servant or a dependent of the public servant. IC 35-44.1-1-4(a)(3).

A "dependent" means the spouse of a public servant; a child, stepchild, or adoptee of a public servant who is unemancipated and less than eighteen (18) years of age; or an individual more than one-half of whose support is provided during a year by the public servant. IC 35-44.1-1-4(a)(1).

**Complete this form in its entirety. Legal counsel should be consulted.**

1. Full name and address of public servant submitting this form: Jeffery Weaver
2. a. Job title: Consultant  
b. Governmental entity: City of Goshen  
c. County: Elkhart

FOR CONTRACTS, PLEASE COMPLETE SECTION 3.

FOR PURCHASES OF GOODS OR SERVICES (WITHOUT A CONTRACT), COMPLETE SECTION 4.

3. Identify and describe the contract involved (complete a separate Disclosure Form for each contract):
  - a. Full legal name and address of contractor: LaCasa of Goshen, Inc., 202 N Cottage Ave, Goshen, IN 46528
  - b. Full name and address of "dependent" (if applicable): n/a
  - c. Identify the governmental entity that is a party to the contract: City of Goshen, Community Development Block Grant
  - d. Relationship of public servant to contractor: Real Estate Financial Analyst

- e. Specific ownership interest (and/or job title) of the public servant (or the public servant's dependent) in contractor: Real Estate Financial Analyst of Lacasa and Consultant for the City of Goshen
- f. Start date and end date of contract: 7/1/25-6/20/26 (agreements not signed until after 9/25/25))
- g. Total dollar amount of contract: \$238,922.00
- h. Specific financial interest (and/or dollar amount) derived by the public servant (or the public servant's dependent) as a result of the contract: Jeffery Weaver does not have any specific financial interest or benefit to derive from the CDBG contracts or activities with Lacasa.
- i. Date of the public meeting and the name of the governmental entity that accepted the contract (Note: this date MUST be prior to any final action on the contract or purchase):  
9/25/25 was the public meeting where the Board of Public Works accepted the disclosure stmt
4. Identify and describe each purchase of goods or services (which does not involve a contract) in which the public servant has a pecuniary interest:
- a. Describe the good or service purchased:
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- b. State the total dollar amount of each purchase: \_\_\_\_\_
- \_\_\_\_\_
- c. Full legal name of vendor: \_\_\_\_\_
- d. Name of governmental entity making the purchase of goods or services:
- \_\_\_\_\_
- e. Specific ownership interest (and/or job title) of the public servant (or the public servant's dependent) in vendor: \_\_\_\_\_
- \_\_\_\_\_
- f. Full name and address of "dependent" (if applicable): \_\_\_\_\_
- \_\_\_\_\_
- g. Purchase date: \_\_\_\_\_
- h. Specific financial interest (and/or dollar amount) derived by the public servant (or the public servant's dependent) as a result of the purchase: \_\_\_\_\_
- \_\_\_\_\_
- i. Date of the public meeting and the name of the governmental entity that accepted the purchase of goods or services (Note: this date MUST be prior to any final action on the contract or purchase):
- \_\_\_\_\_

IF PUBLIC SERVANT IS APPOINTED, COMPLETE SECTION 5

ALL OTHER PUBLIC SERVANTS, COMPLETE SECTION 6

5. Approval of elected public servant or board of trustees of a state supported college or university that appointed the public servant:

I / WE hereby approve this Conflict of Interest Form concerning the public servant for the contract or purchase described herein on this day:

Date of Appointment: 9/15/2025

Date of Approval of Conflict of Interest: 9/25/2025

_____	Richard Aguirre, Clerk Treasurer
Signature	Printed Name, Job Title
_____	Gina Leichty, Mayor
Signature	Printed Name, Job Title

6. Approval by governmental entity at public meeting

a. Date this Conflict of Interest was submitted to the governmental entity: September 25, 2025

b. Date of the public meeting this Conflict of Interest Form was accepted by the public entity (Note: this date MUST be prior to any final action on the contract or purchase): September 25, 2025

**7. Affirmation of Public Servant:**

This disclosure was submitted to and accepted by the governmental entity in a public meeting (identified above) prior to final action on the contract or purchase.

I affirm, under penalty of perjury, the truth and completeness of the statements made above.

Signed: \_\_\_\_\_

Printed Name: Jeffery Weaver

Date: \_\_\_\_\_

Email Address: jeffery.weaver@lacasainc.net

**8. Filing Requirement**

Within fifteen (15) days after final action on the contract or purchase, copies of this statement must be filed with both:

1. The Indiana State Board of Accounts by uploading at [https://gateway.ifionline.org/sboa\\_coi/](https://gateway.ifionline.org/sboa_coi/); and
2. The Clerk of the Circuit Court of the county where the governmental entity took final action on the contract or purchase.



**Department of Community Development**  
**CITY OF GOSHEN**

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

Phone (574) 537-3824 • Fax (574) 533-8626 • TDD (574) 534-3185  
communitydevelopment@goshencity.com • www.goshenindiana.org

## MEMORANDUM

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To: Board of Public Works & Safety

From: Becky Hutsell, Redevelopment Director

Date: September 25, 2025

RE: Request for the Adoption of the 2026 ADA Transition Plan Update and the 2026 Title VI Implementation Plan

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### Purpose

This request is for the formal adoption of the 2026 Americans with Disabilities Act (ADA) Transition Plan Update and the 2026 Title VI Implementation Plan by the City of Goshen Board of Public Works & Safety.

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### Background and Requirements

Both the ADA Transition Plan and the Title VI Implementation Plan are federally mandated requirements for municipalities that receive federal financial assistance.

- ADA Transition Plan: Required under the Americans with Disabilities Act of 1990, this plan outlines the City's efforts to identify and remove barriers to accessibility in public facilities, infrastructure, and programs. It demonstrates our ongoing commitment to ensure equal access for all individuals, regardless of ability.
- Title VI Implementation Plan: Required under Title VI of the Civil Rights Act of 1964, this plan ensures that no person is excluded from participation in, denied the benefits of, or subjected to discrimination under any City program or activity receiving federal funds, on the basis of race, color, or national origin.

Together, these plans provide a framework for compliance, accountability, and inclusivity in City operations.

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### Next Steps and Ongoing Review

While adoption is a federal requirement, the City of Goshen recognizes this as an opportunity for continuous improvement. Over the coming year, City staff will:

- Conduct an in-depth review of both plans to refine processes and strengthen compliance measures.
  - Provide additional training for City staff to increase awareness, consistency, and accountability.
  - Work toward becoming more inclusive and accessible in all programs, facilities, and community engagement efforts.
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## Community Accessibility Taskforce

The City has established a Taskforce for Community Accessibility, comprised of staff members from Engineering, Buildings & Grounds, the Mayor's office and Legal, to provide support and perspective in this process. This Taskforce will work closely with the Human Resources Director, who serves as the acting coordinator for both the ADA Transition Plan and the Title VI Implementation Plan. Their collaborative efforts will ensure stronger oversight, meaningful engagement, and measurable progress toward inclusivity and accessibility goals.

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### Requested Motion

*Request the adoption of the 2026 ADA Transition Plan Update and the 2026 Title VI Implementation Plan and permission for Mayor Leichty to sign the official Assurance documents, acknowledging both as essential frameworks for federal compliance, equity, and community accessibility*



## Title II / ADA Transition Plan

September 2025

# INTRODUCTION

The Americans with Disabilities Act (ADA), enacted on July 26, 1990, and amended effective January 1, 2009, is a landmark civil rights law that prohibits discrimination against individuals with disabilities. Under Title II, state and local governments are required to ensure that individuals with disabilities are not excluded from participation in, or denied the benefits of, services, programs, or activities offered by those entities.

To comply with Title II, local governments must develop ADA Transition Plans. The purpose of this plan is to ensure the City of Goshen provides reasonable and accessible paths of travel within the public right-of-way, at government facilities, and across City programs—thereby promoting accessibility for all residents, including those with disabilities. The City of Goshen is committed to achieving long-term improvements in accessibility. This Transition Plan outlines identified physical barriers, prioritizes citywide improvements, and describes existing City policies and programs that support accessibility enhancement.

## LEGAL FRAMEWORK & COMPLIANCE

The ADA provides comprehensive civil rights protections to individuals with disabilities across employment, state and local government services, public accommodations, transportation, and telecommunications.

Title II specifically applies to public entities, including state and local governments. It requires that all programs, services, and activities be accessible. According to Title II, Article 8, a Transition Plan must include:

1. A list of physical barriers in public facilities that limit accessibility.
2. A detailed outline of methods for removing these barriers.
3. A schedule for barrier removal; and
4. The name of the official responsible for implementing the plan.

Prior to developing a Transition Plan, public entities must complete an inventory of existing sidewalks and curb ramps. These inventories serve as the foundation for planning and executing ADA improvements to pedestrian infrastructure. The City of Goshen is committed to meeting—and where feasible, exceeding—ADA requirements to ensure full accessibility for all individuals with disabilities. Annual updates will be used to evaluate and communicate progress toward these goals. The City's Transition Plan addresses all the efforts completed to date while also addressing needs that still exist and are in the queue for further improvements. In addition, the City is committed to completing an Action Plan to further evaluate and ensure accessibility for all programming and technology within the next year.

## TRANSITION PLAN HISTORY AND OVERVIEW

The City of Goshen prepared its first Americans with Disabilities Act (ADA) Transition Plan in 1992, with a primary emphasis on the removal of architectural barriers within public buildings, facilities, and programs. Concurrently, the City initiated a Sidewalk Replacement Program to expand and enhance accessible pedestrian infrastructure.

On October 5, 2005, the Goshen Common Council adopted Resolution 2005-52, which established priority areas for sidewalk improvements. Pursuant to this resolution, the Council directed the Goshen Engineering Department to conduct a comprehensive inventory of sidewalk conditions and to identify deficiencies and gaps in coverage. The initial inventory was completed in 2010, and records have since been updated to ensure that identified priority areas

are addressed in an orderly manner.

The City of Goshen has also instituted and continues to uphold several key policies pertaining to accessibility, including:

- Installation of ADA-compliant curb ramps in conjunction with adjacent street resurfacing projects
- Integration of sidewalk installation or repair into roadway reconstruction efforts
- Requirements for sidewalk construction in new residential and commercial developments

In 2018–2019, the City conducted comprehensive accessibility evaluations of all public facilities. Implementation of recommended improvements has been ongoing, with the objective of remedying identified deficiencies and enhancing overall accessibility. The Parks Department has likewise undertaken systematic evaluations of all play areas and continues to implement improvements on an annual basis.

Geographic Information System (GIS) technology has become an increasingly valuable tool for developing and maintaining comprehensive accessibility records. The City intends to further expand the application of this technology to support long-term planning and implementation of accessibility improvements throughout Goshen.

## ADMINISTRATIVE INFORMATION

### ADA Coordinator

The City of Goshen has designated Rita Huffman, HR Director, as its ADA Coordinator. This individual is point of contact for ADA-related inquiries, accommodations, and investigations.

### Taskforce for Community Accessibility

To support the vision, the City is establishing a Taskforce for Community Accessibility (TCA). Comprised of representatives from various departments and the ADA Coordinator, the TCA intends to collaborate with the Goshen Community Relations Commission to:

- Advance current accessibility initiatives,
- Advocate for the rights and needs of individuals with disabilities, and
- Raise awareness about accessibility challenges and solutions.

The TCA will bring together diverse leadership perspectives and a shared commitment to inclusion. Its members will work toward a vision of a community where all residents are empowered and equitably supported.

## PUBLIC OUTREACH AND PARTICIPATION

The City of Goshen formally adopted its ADA Transition Plan on July 9, 2012. Prior to adoptions, opportunities were provided for public comments through the following methods:

- Document copies were made available, and notices sent to local public libraries
- Document copies were made available on the City of Goshen's website
- An Open House and presentation were made at a public meeting on June 4, 2012.

The City of Goshen published legal notices in The Goshen News starting on May 11, 2012. The legal notices announced the availability of the Transition Plan draft at the local public library with easy public access. These



notices also provided instructions regarding the timetable for comments and where to send them. Public comments were accepted for a period of 30 days, ending June 15, 2012. A copy of the comment form was provided in the 2012 Transition Plan.

While this document is considered a Transition Plan Update, no additional comments were requested. However, it is anticipated that additional opportunities will be available for comment as the 2026 goals are pursued to expand accessibility.

# SELF-EVALUATION OF THE PUBLIC RIGHT-OF-WAY

As outlined in its 2012 ADA Transition Plan, the City of Goshen had utilized a two-tiered system to identify and evaluate barriers within the public right-of-way. This involved a preliminary evaluation of curb ramps and sidewalks using aerial and street-level imagery to determine non-compliance or potential compliance, with more detailed evaluations implemented to make a final determination of those “potentially compliant” pedestrian facilities. Evaluations and replacement priorities were organized by intersection. A majority of the intersections in the prioritized list of areas had received a preliminary evaluation.

To have a full picture of accessibility, City staff completed a detailed evaluation of all pedestrian facilities in the City's right-of-way. The use of Geographic Information Systems (GIS) technology has been a foundational component to this effort. GIS technology allows the capture, storage, and analysis of spatial data in a map-based format. With advancements in the capabilities of GIS systems and its integration in the City's planning and operations by GIS staff, it made sense to evaluate the accessibility and condition of each type of facility the same way, collecting similar data for each.

Goshen's GIS staff developed web-based applications, including a custom scoring system, that enabled documentation and evaluation of the conditions of sidewalks, shared use paths, curb ramps and associated crosswalks throughout the City. In 2024 and 2025, two Engineering and GIS summer staff recorded the condition of all of these pedestrian facilities. Evaluation of compliance to ADA, and identification of non-compliant barriers, was made with metrics based on the Accessibility Guidelines for Pedestrian Facilities in the Public Right-of-Way (PROWAG), developed by the U.S. Access Board.

## Sidewalk Evaluation

The City's sidewalk<sup>1</sup> and shared use path network is broken into segments (typically from one intersection to the next). Field inspectors take representative measurements of sidewalk width, cross-slope, and record the surface type (concrete or asphalt) for each segment in the City's GIS system. As they walk along the segment, variations in width or cross-slope are noted, and observed defects (i.e. vertical faults, obstructions, cracks, or missing panels) are recorded as point data along with pictures. Defects are categorized and weighted in the scoring system according to whether they affect ADA compliance and are considered barriers to accessibility (see Appendix A for a complete list of all types of sidewalk defects and barriers).

## Curb Ramps and Crosswalks

Each curb ramp<sup>2</sup> or blended transition in the City's pedestrian and active transit network is evaluated by field

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<sup>1</sup> For the purposes of this document, “sidewalks” can be used to indicate both sidewalks (side paths along roadways), for use by pedestrians walking or traveling via a mobility aid (such as a wheelchair), as well as designated shared use paths (or trails) utilized by bicycles, scooters, and other forms of active transit, as well as those walking or traveling via a mobility aid.

<sup>2</sup> For the purposes of this document, “curb ramps” is used to denote both curb ramps, which are sloped connections cut through a curb, and blended transitions, which are wraparound connections at a corner or flush transitions where there is no curb.

inspectors with measurements recorded in GIS to evaluate conformity to PROWAG standards. Evaluation considers the type of location (such as a street crossing at a typical intersection vs a roundabout), the traffic control at the intersection approach, the type of pedestrian facility, as well as the type of edge transitions on the sides of the ramp.

A set of basic measurements is recorded as a baseline for each ramp, regardless of whether there are obvious non-compliant aspects. These include width, length, cross-slope, and running slope of the ramp, turning spaces, and landings, as well as characteristics of the detectable warning surface. Provided a curb ramp is “potentially compliant” at this stage, further measurements are taken to determine if the entire curb ramp conforms to PROWAG requirements. Evaluations are also made of the crosswalk leading from each curb ramp. Crosswalks are divided into two halves, and data from each half is recorded with the adjoining curb ramp.

Based on the values recorded and utilizing a checklist based on PROWAG, field inspectors evaluate whether each curb ramp, crosswalk, and APS is ADA-compliant. Any questions regarding compliance are referred to Engineering Department staff for final determination. See Appendix A for the compliance checklist for determining all accessibility barriers for curb ramps and crosswalks.

## BARRIER REMOVAL METHODS: POLICIES AND PRIORITIES

The City of Goshen employs multiple strategies to remove accessibility barriers in the public right-of-way, including:

- Proactively identifying and addressing barriers,
- Responding to public complaints, and
- Ensuring that all new construction meets the latest design standards.

Specific efforts that illustrate these methods are outlined below:

### *ADA Improvements within Project Planning Efforts*

Curb ramps that are not in compliance are replaced as part of adjacent roadway reconstruction and street resurfacing projects. Opportunities for complete corridor reconstruction, including sidewalk installation or repair, are evaluated during project planning efforts.

### *Sidewalk Replacement Program*

Since 1992, the City of Goshen has offered a Sidewalk Replacement Program. The City contributes funds toward requested replacements depending on the condition score of the segment, up to the full cost for sidewalk that is highest priority and in the worst condition.

### *GIS Documentation and Evaluation*

Goshen's use of GIS systems has enabled mapping and automatic scoring of all pedestrian facilities across the City. GIS applications allow for relating data spatially, so that those curb ramps, crosswalks, or even sidewalk segments requiring replacement can be identified within or nearby proposed project limits. Sidewalk or curb ramp replacement project limits and quantities can also be generated more easily with GIS tools.

### *Swift Response to Hazards*

The City has developed in-house staff resources to address ADA hazards in a timely manner. When a trip hazard, an obstruction, or another critical defect is reported, a work order is immediately generated and assigned so that the

repair can occur quickly. A GIS application will also be employed to track these work orders and repairs.

### *Improved Inspection and Permitting Processes*

Since 2019, the City Building, Engineering, Fire, Planning, Redevelopment, Stormwater, and Street Departments, as well as Code Enforcement, have utilized a land management software to coordinate plan review, project planning, permitting, inspection, and compliance enforcement tasks. The software has helped ensure ADA compliance through tracking plan comments and revisions where site developments, driveways, or other work in the right-of-way involves including scheduling and documentation of permit inspections.

Within the past eight years, improvements have also been made in the right-of-way permit inspection process, ensuring that pedestrian facilities are evaluated both when forms are set and after concrete is cured. Improved inspection equipment is also being utilized, including digital 2-ft electronic levels that quickly and accurately measure sidewalk and curb ramp slopes.

## Barrier Removal Priorities

Barrier removal priorities are based on location significance and accessibility condition.

### Location Priority

According to the *Special Report: Accessible Public Rights-of-Way – Planning and Designing for Alterations*, the Department of Justice regulation concerning transition plans states that the plan " 'shall include a schedule for providing curb ramps' on 'walkways' controlled by the public entity, 'giving priority to the walkways serving entities covered by the Act, including State and local government offices and facilities, transportation, places of public accommodation, and employers, followed by walkways serving other areas.' 28 C.F.R. 35.151(d)(2)."

Following both the Department of Justice prioritization and estimated sidewalk usage, curb ramps and sidewalks are scored based on walk-time proximity along the sidewalk network to selected Points of Interest (POIs). POIs include locations such as City buildings, bus stops, the Goshen Public Library, grocery stores, schools, Goshen College, the post office, City parks, healthcare facilities, the Elkhart County Fairgrounds and other key locations.

Raw POI Score	Conversion	Scaled POI Score (1 – 10)
Number of POIs within 5-, 10-, and 15-minute walk-times of a sidewalk segment X Factor Weight	<i>Natural breaks of raw POI score distribution</i>	1 = Highest Density of POI Walkability ... 10 = Lowest Density of POI Walkability

## Accessibility Condition

Sidewalks are given a Condition Score based on the number and severity of defects. Of all defects, those affecting ADA compliance are given a higher weight, times 2. Of the ADA Non-Compliant defects, those most severe are factored times 3. This total number is then divided over the length of the segment, normalized, and converted to a scale from 1 to 10, with 1 being the worst condition and 10 the best:

Raw Condition Score	Conversion	Condition Score (1 – 10)
Critical Defects X 3 + (ADA Non-Compliant Defects – Critical Defects) X 2 + (Total Defects – ADA Non-Compliant Defects) <hr/> Segment Length X 100	<i>Natural breaks of raw condition score distribution</i>	1 = Worst Condition ... 10 = Best Condition

Curb ramps are given a Condition Score based on the compliance of each of the curb ramp “parts”. The elements of the curb ramp most affecting physical accessibility – width, length, slope, etc. – are given additional weight over the detectable warning surface and crosswalk.

Raw Non-Compliance “Points” (if Non-Compliant)	Conversion	Condition Score (1 – 10)
Compliant Ramp 2 Compliant Turning Space 2 Compliant Landing 2 Compliant Bottom of Ramp 2 Compliant DWS 1 Compliant Crosswalk + 1 <hr/> Total Raw Compliance Score	<i>Natural breaks of raw compliance score distribution</i>	1 = Worst Condition ... 10 = Best Condition

## Combined Score

The combined score is a simple calculation that weights the Condition Score over the POI score and allows for manual manipulation to elevate sidewalks of particularly high importance.

$$((\text{POI Score} - \text{Segment Override}) * 0.4) + (\text{Condition / Compliance Score} * 0.6)$$

The prioritized Combined Score is based on a 1 – 10 scale, with:

- 1 being the highest priority sidewalks or curb ramps
  - Worst-condition with the greatest number of POIs within walking distance, and
- 10 being the lowest priority sidewalks or curb ramps
  - Best condition and most remote from any POIs

## ACCESSIBILITY IMPROVEMENTS IN THE PUBLIC RIGHT-OF-WAY

Goshen has made significant efforts in improving accessibility within the right-of-way. Highlighted infrastructure improvements and advances in data collection and evaluation methods are also included. The City is committed to the continued removal of barriers that prevent or limit the use of pedestrian facilities by individuals with disabilities.

### Improvements and Progress in the Removal of Barriers

- Between 2015 and 2025, more than 25,000 square feet of sidewalk has been replaced through the City's Sidewalk Replacement Program, alone.
- From 2022-2025, over 30 sidewalk trip hazards and other accessibility barriers have been quickly resolved by Goshen's crews.
- From 2014 through July 2025, more than 130,000 SFT of sidewalk and 20,000 SFT of curb ramps have been replaced or installed as part of the City's projects (not including INDOT-initiated projects).

### Improved Data Collection for Evaluation and Planning

- From 2024-2025, City staff have made comprehensive efforts to fully evaluate sidewalks, curb ramps, and crosswalks within the right-of-way.
- Goshen's GIS staff expanded system capabilities, developing tools which allow for the documentation and evaluation of all sidewalks and curb ramps.
- During 2024 and 2025, two pairs of Engineering and GIS summer interns walked all the concrete and asphalt sidewalks and shared use paths in the City, rating and documenting defects on over 185 miles of pedestrian routes. They inspected and evaluated each of the City's 1687 curb ramps in the right-of-way, taking as many as 50 separate measurements to fully investigate each ramp and crosswalk for conformance to PROWAG.
- Utilizing GIS, staff determined walk-time proximity of all sidewalk segments to selected points of interest (POIs).
- Engineering staff is coordinating with Goshen Community Schools and the Parks Department to evaluate and prioritize school walking routes and City trails.

### Ongoing Investment in Barrier Removal and Evaluation

- Engineering staff have set a yearly goal of investing \$300,000 into City sidewalk and curb ramps.
- Re-evaluation of all City sidewalks and curb ramps is planned every five years going forward.
- Sidewalks in downtown Goshen are evaluated for trip hazards on an annual basis.

### Upcoming Projects

- In 2026, the City plans to invest \$1,000,000 in sidewalk and curb ramp improvements for the Sidewalk Replacement Program as well as several other priority areas in the City.
  - Estimate of almost 30,000 SFT of sidewalk
  - Estimate of over 4,000 SFT of curb ramps
- In 2026, approximately 5,000 linear feet (LFT) (25,000 SFT) of sidewalk and 700 SFT of curb ramps will be reconstructed as part of the North Goshen Neighborhoods Lead Service Line Replacement Project.

# SELF-EVALUATION OF PUBLIC FACILITIES

Self-evaluation of public facilities is required to ensure compliance with federal civil rights law by making all programs, services, and activities—when viewed in their entirety—readily accessible to individuals with disabilities. The City of Goshen began the process of reviewing the structural and architectural barriers of city facilities in the 1990's and has made continued efforts to bring all facilities into compliance since that time.

Specifically, the plan addresses architectural and structural barriers in:

- Government buildings.
- Parks and recreation centers; and
- Other public-use infrastructure

## Primary Goals

1. Identify existing barriers in public facilities.
2. Outline corrective methods to remove or mitigate those barriers.
3. Set timelines and priorities for implementation.
4. Assign accountability by designating an official responsible for execution.

## Inclusive Access

The transition plan reflects a commitment to:

- Equity and inclusion in civic life,
- Independence and dignity for people with disabilities, and
- Public engagement, especially from individuals with lived experience of disability.

## Facilities List

A full list is included on the following pages that includes all facilities with their corresponding addresses, evaluation status and information regarding deficiencies requiring correction. City staff will utilize this list to plan for the improvements needed over the next two years. Copies of the full ADA checklist evaluations are maintained at the City's Parks Department Administrative Offices and available upon request.

## ADA Transition Plan - City Facility Self-Evaluation Results

Facility Name	Facility Address
Airport	17229 CR 42
No accessibility issues identified.	
Annex Building	204 E Jefferson St
<p>Inadequate number of accessible parking spaces provided. To reconfigure by repainting lines to provide designated accessible space and installing signage. Space location should be selected along the closest accessible route to the building's accessible entrance.</p> <p>Exterior accessible route to accessible entrance is currently 6.2% and should be no more than 5%. Requires reconstruction of sidewalk.</p> <p>Platform lift provides inadequate floor space of at least 36"x 48". To be replaced or the opening to be reconfigured to widen by 2" as current space is 34"x 49".</p> <p>Tactile signage to be installed designating permanent rooms not likely to change.</p> <p>Any signage providing direction should be replaced with signage with required contrasting characters.</p> <p>Door pulls not operable with one hand throughout the building and any inaccessible hardware should be replaced.</p>	
Cemetery Office	N 1st St
Evaluation to be completed in 2026. While not a "public" facility, City intends to ensure accessibility is considered for staff.	
Central Garage	320 Steury Ave
No accessibility issues identified.	
City Hall	202 S 5th St
<p>Curb ramp to be reconstructed as the running slope is too steep.</p> <p>Install signs on route before people get to inaccessible entrances so that people do not have to turn around and retrace route.</p> <p>Install tactile signs for CT's office, Mayor's office, Payroll and IT - See ADA specifications for mounting signs. Install signs with contrasting characters. Ensure 18" x 18" clear floor space centered on the tactile characters so that the baseline of the lowest character is at least 48" above the floor and the highest character is no more than 60" above the floor.</p> <p>Accessible table to be provided in the lobby that is no greater than 34" above the floor. Ensure adequate knee space is provided.</p>	
City Records Facility	1402 Wilden Ave
Evaluation to be completed in 2026. While not a "public" facility, City intends to ensure accessibility is considered for staff.	



Environmental Center	20100 CR 19
Evaluation to be completed in 2026. While not a "public" facility, City intends to ensure accessibility is considered for staff.	
GFD - Central Fire Station	209 N 3rd St
No accessibility issues identified.	
GFD - College Ave Fire Station	1203 College Ave
No accessibility issues identified.	
GFD - Fire Training Facility	2109 Caragana Ct
Evaluation to be completed in 2026. Facility is a newer facility and no concerns are anticipated but a thorough review will be completed.	
GFD - Reliance Fire Station	1728 Reliance Rd
No accessibility issues identified.	
GFD - Township Fire Station - North	201 S 22nd St
Evaluation to be completed in 2026. While not a "public" facility, City intends to ensure accessibility is considered for staff.	
GFD - Township Fire Station - South	308 Egbert Rd
Evaluation to be completed in 2026. While not a "public" facility, City intends to ensure accessibility is considered for staff.	
Kercher Wellfield	1513 N Eisenhower Dr
Evaluation to be completed in 2026. While not a "public" facility, City intends to ensure accessibility is considered for staff.	

Police & Courts Building	111 E Jefferson St
<p>Main entrance is not accessible due to a 13.6% slope. An entrance that is accessible should be identified and made available during the same hours as the main entrance. Install signs on route before people get to inaccessible entrances so that people do not have to turn around a retrace route.</p> <p>Install signage at the accessible entrance with the International Symbol of Accessibility.</p> <p>Threshold needs to be lowered to no more than 3/4" with the top 1/2 beveled.</p> <p>Tactile warnings such as partial walls to be installed where paths through the public areas protrude more than 4".</p> <p>Lift signage to be adjusted no be no higher than 60".</p> <p>Lift to be replaced as clear space is currently 1.5" short in width.</p> <p>Install tactile signage designating permanent rooms and spaces not likely to change over time. Ensure that signs have contrasting characters.</p> <p>Light switches to be lowered to be no more than 48" above the floor.</p> <p>Service counter is not accessible. A section to be lowered to no higher than 36" with a 36" depth for knee clearance.</p> <p>Drinking fountain to be lowered to no higher than 36" above the floor for the spout outlet.</p> <p>Public Telephone - Direct line to Fire, Police &amp; Ambulance Only. Bottom of the telephone should be lowered from 37" to no more than 27" and protrudes 5.75" when it should protrude no more than 4" Phone location to be adjusted.</p> <p>TTY to be installed with the appropriate International Symbol of TTY.</p>	
Police Shooting Range	715 E Lincoln Ave
Evaluation to be completed in 2026. While not a "public" facility, City intends to ensure accessibility is considered for staff.	
Street Department	475 Steury Ave
<p>Signage should be installed at the accessible entrance with the International Symbol of Accessibility.</p> <p>Install signage at inaccessible toilet rooms that give directions to accessible toilet rooms.</p> <p>Toilet Room entrance has only 14" clearance from the pull side of the door where 18" is needed. Automatic door opener to be installed.</p> <p>Move or replace toilet to no more than 18" from the side wall where currently 18.75".</p> <p>Flush control needs to be relocated to the open side of the water closet in the toilet room.</p>	
Utility Billing Office	203 S 5th St
<p>Running slope to the front entrance is too steep. To be reconstructed from 6% to no more than 5%.</p> <p>Carpet to be reviewed to ensure no higher than 1/2". Outside run to be removed or a new rug purchased with appropriate measurements.</p> <p>No access available to conference room, breakroom or toilet rooms. Possible renovation or reconstruction with an accessible route required to avoid existing stairs.</p> <p>Toilet rooms are currently inaccessible. To be reconfigured or combined to create one unisex accessible toilet room. Tactile signage will be required with the International Symbol of Accessibility. Will also require an accessible route.</p>	
Wasterwater Plant	1000 W Wilden Ave
A more thorough evaluation to be completed in 2026. While not a "public" facility, City intends to ensure accessibility is considered for staff.	

Water & Sewer Plant	308 N 5th St
<p>Operable controls should be no higher than 48" above the floor. Currently 49".</p> <p>Toilet Rooms paper dispenser should be located no less than 7" and no greater than 9" from the front of the water closet to the centerline of the dispenser. Current measurement is 22". However, construction occurred prior to 3/15/12 and falls under the 1991 Standards so relocation is not required.</p> <p>A portion of the service counter to be lowered to no more than 36" above the floor and a minimum of 36" long with either a parallel or forward approach feasible.</p>	
<b>PARKS FACILITIES</b>	
Parks - Abshire Cabin	1302 E Lincoln Ave
No accessibility issues identified.	
Parks - Administrative Office	524 E Jackson St
No accessibility issues identified.	
Parks - Bakersfield Park Playground	1302 Baker Ave
No sidewalk connection to the playground - route is grass.	
Parks - Burdick Park Playground	125 W Burdick St
<p>Playground Area #1 has elevated components and no access sidewalk.</p> <p>Perimeter is a raised plastic edging providing to accessibility.</p> <p>Playground Area #2 has ground level play components and sidewalk accessibility to the play area with sidewalks around the entire play area.</p> <p>No access from Area #1 to Area #2.</p>	
Parks - Chiddister Pavilion	1424 Lincolnway East
<p>No van accessible parking space provided.</p> <p>Parking lot is compacted stone.</p> <p>Regular parking space sign to be raised.</p> <p>Restroom coat hook to be lowered.</p> <p>Toilet paper dispenser to be relocated.</p>	
Parks - Church Park Playground	504 N 8th St
2 play areas and both are accessible but no accessible route directly from one to the other. Grass and an incline prevent a direct route.	

Parks - Dam Pond Restrooms	725 Fair Oaks Dr
Door closer to be adjusted. Tactile signage to be added at the appropriate height. Grab bars to be moved away from the rear wall 4" and lowered by 1/2".	
Parks - Dykstra Park Playground	1500 E Lincoln Ave
No accessibility issues identified.	
Parks - Fidler Pavilion	1912 W Lincoln Ave
4 accessible spaces need to be added, including 1 van accessible, with required signage. Tactile warning to be constructed around drinking fountain (i.e. permanent planter or partial wall). Tactile signage to be installed at bathrooms. Pipes beneath lavatory to be insulated. Drinking fountain to be adjusted.	
Parks - Hay Park Pavilion	1414 W Plymouth Ave
No van accessible parking space provided but could be reconfigured to provide one with restriping. Parking signage needed at appropriate height. Bathroom door lock to be lowered from 60" to no more than 48". Door closer to be adjusted. Toilet flush control is on the wall side of the water closet and not the open side.	
Parks - Hay Park Playground	1414 W Plymouth Ave
Swings do not have adequate clear space to be accessible.	
Parks - Kauffman Pavilion	212 Prospect Ave
Accessible parking spaces need appropriate signage installed. Bathroom door locks need to be lowered from 60" to no more than 48". Door closer to be adjusted from 3 seconds to at least 5 seconds. Toilet flush control to be relocated to the open side of the water closet.	
Parks - Maintenance Building	
No accessibility issues identified.	

Parks - McFarland Park Playground	125 Vinson Ct
No accessibility issues identified.	
Parks - Mill Street Playground	212 Prospect Ave
<p>There are a few ground play components that are not accessible due to slope and grass route.</p> <p>There is an accessible play area with engineered wood fiber mulch. Separate play area is not accessible as the surface is grass.</p> <p>There are two lookout decks with ramps that are not accessible due to slope.</p>	
Parks - Millrace Powerhouse	
<p>Route to the entrance is not accessible. Existing gravel to be replaced with concrete.</p> <p>Route from accessible parking to entrance to be regraded. Exterior route is currently sloped at 4.35% for the gravel portion and 3.7% for the cross slope and currently not accessible.</p> <p>Signage to be installed at all inaccessible entrances indicating the location of the nearest accessible entrance and along the route prior to reaching the inaccessible entrances.</p> <p>Sign to be installed at the accessible entrances with the International Symbol of Accessibility.</p> <p>Front approach to the pull side of the door is at least 18" of maneuvering clearance beyond the last side. (Currently 7"). Automatic opener to be installed.</p> <p>Operable parts of door hardware are greater than 48" above the floor. Automatic opener to be installed.</p>	
Parks - Model School Park	310 S Greene Rd
No accessibility issues identified.	
Parks - Oakridge Park Playground	715 N 1st St
<p>Raised plastic playground perimeter curb prevents accessibility.</p> <p>No sidewalk access to playground.</p>	

Parks - Oakridge Pavilion	715 N 1st St
<p>Sidewalk to be installed from the parking lot to the pavilion to create an accessible route.</p> <p>Parking lot constructed of limestone so no parking striping in place.</p> <p>Parking signage to be installed.</p> <p>Aisles adjacent to handicap spaces unable to be added until parking lot is paved.</p> <p>Will need to be regraded, as well, as surface is currently 2:48 slope.</p> <p>Toilet room tactile signage to be installed.</p> <p>Toilet room lock to be lowered to no more than 48".</p> <p>Door closer to be adjusted from 3 seconds to at least 5 seconds.</p> <p>Toilet room grab bars to be lowered.</p> <p>Toilet flush valve to be moved to open side of the water closet.</p> <p>Drinking fountain to be lowered from 37" to no more than 36".</p>	
Parks - Pringle Park Playground	1912 W Lincoln Ave
No accessibility issues identified.	
Parks - Pringle Park Splash Pad	1912 W Lincoln Ave
Evaluation to be completed in 2026. Facility is a newer facility, and no concerns are anticipated but a thorough review will be completed.	
Parks - Reith Park Playground	1508 S 13th St
No accessibility issues identified.	
Parks - Reith Interpretive Center	410 W Plymouth Ave
<p>Tactile signage needs to be installed for permanent rooms and spaces.</p> <p>Tactile signage needs to be installed for Toilet Rooms.</p> <p>Door closer needs to be adjusted from 4 seconds to 5 seconds.</p> <p>Constructed prior to 2012 to Toilet Room grab bars are grandfathered. However, they could be adjusted to become compliant.</p> <p>Toilet Room doors are not self-closing.</p>	
Parks - Reith Park Splash Pad	1508 S 13th St
Evaluation to be completed in 2026. Facility is a newer facility, and no concerns are anticipated but a thorough review will be completed.	

Parks - Rieth Pavilion	1508 S 13th St
<p>Parking area is compacted limestone so no delineated accessible parking spaces.</p> <p>Signage for a van accessible space to be installed.</p> <p>Tactile signage to be installed at Toilet Rooms.</p> <p>Door lock to be lowered to no more than 48".</p> <p>Door closer to be adjusted from 3 seconds to no less than 5 seconds.</p>	
Parks - Riverdale Park	785 W Wilkinson
<p>Evaluation to be completed in 2026. Facility is a newer facility, and no concerns are anticipated but a thorough review will be completed.</p>	
Parks - Rogers Park Playground	102 Chicago Ave
<p>No sidewalk leading to the play area as there is a large curb around the perimeter preventing accessible access.</p> <p>Playground's pea gravel cover makes the play area inaccessible. Pea gravel utilized due to park's frequent flooding.</p>	
Parks - Schrock Pavilion	411 W Plymouth Ave
<p>Tactile signage needs to be installed for Toilet Rooms.</p> <p>A lower mirror to be added at no more than 40".</p> <p>A lower coat hook to be added at no more than 48".</p> <p>Constructed prior to 2012 and grab bars are grandfathered. However, could be adjusted to meet 2010 requirements.</p>	
Parks - Shanklin Park Kiwanis	411 W Plymouth Ave
<p>Tactile signage needs to be installed for Toilet Rooms.</p> <p>A lower coat hook to be added at no more than 48".</p> <p>Insulation to be installed below the lavatory around the pipes.</p> <p>Constructed prior to 2012 and lack of door pulls is grandfathered. However, could be adjusted to meet 2010 requirements.</p>	
Parks - Shanklin Riverside Pavilion	411 W Plymouth Ave
<p>No aisle markings.</p> <p>Accessible route is currently gravel and to be replaced with asphalt or another surface.</p>	



Parks - Shanklin Warming Building	411 W Plymouth Ave
<p>Accessible parking signs to be installed to meet requirements.</p> <p>Parking area to be restriped to create van-accessible space with required markings.</p> <p>No accessible entrance into the building except for the restrooms.</p> <p>Tactile signage to be installed for the Toilet Rooms.</p> <p>Insulation to be installed below the lavatory around the pipes.</p>	
Parks - Sprocket Dog Park	
Evaluation to be completed in 2026. Facility is a newer facility, and no concerns are anticipated but a thorough review will be completed.	
Parks - Tommy's Castle	411 W Plymouth Ave
No accessibility issues identified.	
Parks - Walnut Park Splash Pad	224 E Oakridge Ave
Evaluation to be completed in 2026. Facility is a newer facility, and no concerns are anticipated but a thorough review will be completed.	
Parks - Walnut Pavilion	224 E Oakridge Ave
<p>No accessible route from sidewalk to pavilion and existing sidewalk does not meet slope requirements.</p> <p>Parking signage to be installed per requirements.</p> <p>Parking lot constructed of compacted limestone. Parking lot markings to be added at the time that parking lot is paved.</p> <p>Tactile signage to be installed at Toilet Rooms.</p> <p>Door lock to be lowered to no more than 48".</p> <p>Door closer to be adjusted from 3 seconds to at least 5 seconds.</p> <p>Flush control to be moved to open side of water closet.</p>	
Parks - Wayne Wogoman Welcome Center	1424 Lincolnway East
<p>Van-accessible parking sign to be added at the proper height.</p> <p>Tactile signage to be added at the restroom.</p> <p>Mirror in the toilet room to be lowered to no more than 40" above the floor.</p>	

## CITY PARKING LOTS

City Parking - Lot A

East of S 3rd St between Lincoln and Washington

To be fully evaluated in 2026.

City Parking - Lot B

East of S 3rd St between Washington and Jefferson

To be fully evaluated in 2026.

City Parking - Lot C

West of N 3rd St between Clinton and Pike (off N/S alley)

To be fully evaluated in 2026.

City Parking - Lot D

East of S 5th Street between Washington & Jefferson

To be fully evaluated in 2026.

City Parking - Lot E

East of N 5th Street between Lincoln and Clinton

To be fully evaluated in 2026.

City Parking - Lot F

West of N 5th Street between Lincoln and Clinton (North of E/W alley)

To be fully evaluated in 2026.

City Parking - Lot G

West of S 5th Street between Lincoln and Washington

To be fully evaluated in 2026.

City Parking - Lot H

Southwest corner of Washington and 3rd Street

To be fully evaluated in 2026.

City Parking - Lot J

Southwest corner of Lincoln and 5th Street

To be fully evaluated in 2026.

City Parking - Lot K

Southwest corner of Jefferson and 3rd Street

To be fully evaluated in 2026.

City Parking - Lot L	West of 2nd Street and South of Lincoln Avenue
To be fully evaluated in 2026.	
City Parking - Lot M	North of Washington St between 2nd and 3rd Street
To be fully evaluated in 2026.	
City Parking - Lot N	West of 5th Street between Washington and Jefferson
To be fully evaluated in 2026.	
City Parking - Lot O	East of 3rd Street and west of the N/S alley between 3rd and Main
To be fully evaluated in 2026.	
City Parking - Lot P	South of Jefferson St between 3rd and Main
To be fully evaluated in 2026.	
City Parking - Lot Q	East of Main between Clinton and Pike
To be fully evaluated in 2026.	
City Parking -Lot I	West of N 5th Street between Clinton and Pike Street
To be fully evaluated in 2026.	

# SELF-EVALUATION OF PROGRAMS AND SERVICES

The City's programs and services are being evaluated, and a full assessment and Action Plan will be provided in the 2026 ADA Transition Plan update. The intent of the programmatic accessibility review will be to evaluate how individuals with disabilities:

- Access services, activities, and programs
- Receive communication (e.g., availability of ASL interpreters, alternate formats)
- Request reasonable modifications to policies or procedures This will include a full review of:
  - Policies or eligibility criteria that may inadvertently discriminate
  - Emergency procedures
  - Public meetings and events
  - Public participation and grievance procedures

Lastly, a primary goal for the next year is to complete a digital accessibility check that will evaluate the following:

- Assessment to ensure websites, PDFs, and other digital content meet **WCAG 2.1 AA** standards
- Identification of tools, platforms, or content types that need remediation

## Documentation Requirements (to be provided in the 2026 Transition Plan Update)

- A written summary of the barriers identified
- A list of corrective actions
- Timelines for implementation
- Evidence of stakeholder engagement, especially with people with disabilities
- Record of public notice and community input opportunities

# STAFF TRAINING

## Purpose

This training protocol outlines the systematic approach for educating municipal employees on ADA compliance, accessibility best practices, and their roles in the development, implementation, and monitoring of the City's ADA Transition Plan.

## Training Goals

- Ensure all relevant staff understand ADA legal obligations.
- Develop internal expertise in identifying and mitigating barriers.
- Standardize ADA training across departments to support consistent implementation of the transition plan.
- Promote ongoing compliance and cultural competency in public service delivery.

## Audience

Training is mandatory for:

- Department heads and supervisors
- Staff in Public Works, Engineering, Planning, Parks & Recreation, and Code Enforcement
- Customer service representatives and front desk personnel
- Project managers and contract administrators
- ADA Coordinator and compliance teams

Optional for:

- Volunteers and community partners involved in public-facing roles

## Training Components

### ADA Basics and Legal Foundations

- Overview of the ADA and its application to local governments (Title II)
- Key definitions: qualified individual with a disability, reasonable modification, program accessibility

### ADA Transition Plan Fundamentals

- Purpose and scope of the ADA Transition Plan
- Overview of self-evaluation and barrier identification process
- Prioritization criteria for remediation (safety, location, public use)
- Barrier Recognition and Documentation
- Field training on how to assess facilities, sidewalks, and right-of-way
- Use of ADA checklists and mapping tools
- Procedures for submitting barrier reports
- Accessible Communication and Public Engagement

- Providing effective communication for individuals with hearing, vision, or cognitive disabilities
- Making public meetings and information fully accessible
- Best practices for collecting community feedback

## Departmental Integration and Reporting

- How each department contributes to the transition plan's success
- ADA responsibilities in procurement, construction, permitting, and event planning
- Reporting requirements and data collection standards

## Training Schedule and Format

Training Type	Frequency	Delivery Method	Duration
Initial Orientation	Onboarding	Online or In-person	1 hour
Annual Refresher	Yearly	Online or Departmental Workshop	2 hours
Specialized Role-Based	As needed	Targeted (e.g. planners, engineers)	Varies

All training must be completed within 90 days of hire or role change for applicable employees.

## Responsibilities

- ADA Coordinator: Oversees training content, delivery, and compliance tracking.
- Human Resources: Tracks participation and includes ADA content in onboarding.
- Department Heads: Ensure staff attendance and application of training in workflows.
- Legal: Supports integration of ADA principles into policy and operations.

## Documentation and Evaluation

- Maintain attendance and completion records for each training session.
- Evaluate training effectiveness through staff feedback, quizzes, or observation.
- Update materials annually to reflect changes in ADA regulations or transition plan updates.

## Continuous Improvement

- Regularly review training outcomes and make adjustments based on:
  - o Regulatory changes
  - o Community accessibility concerns
  - o Internal audits or legal review
- Encourage feedback from staff and the public to enhance training relevance and impact.

## LOOKING FORWARD - 2026 ADA GOALS

The City's goals for 2026 aim to advance accessibility across all City programs, facilities, and public spaces through updated evaluation methods, deeper engagement, expanded staff education, and continued investment to remove barriers. These goals support compliance with Title II of the Americans with Disabilities Act while fostering a culture of equity and inclusion.

### Enhanced Self-Evaluation of Municipal Programs and Services

#### GOAL

Conduct a comprehensive review of all City programs, services, and activities to ensure they are accessible to individuals with disabilities—beyond physical infrastructure.

#### KEY ACTIONS

- Audit program policies, procedures, and eligibility requirements for potential barriers.
- Review digital accessibility of service delivery, forms, and web platforms.
- Interview or survey staff and community stakeholders with disabilities to identify service gaps.
- Develop an internal checklist and reporting tool to document findings consistently.

#### OUTCOME

An updated self-evaluation report that includes programmatic accessibility priorities and a corrective action plan embedded within the broader transition plan.

### Complete Trailway and Greenway Accessibility Assessment

#### GOAL

Evaluate the City's network of trails, greenways, and shared-use paths for compliance with ADA standards and usability for residents with mobility, vision, or cognitive disabilities.

#### KEY ACTIONS

- Apply PROWAG (Public Rights-of-Way Accessibility Guidelines) and US Access Board guidance.
- Use GIS-based tools to log conditions, grades, surfaces, and access points.
- Incorporate community feedback, including users with lived experience.
- Prioritize trails near neighborhoods, schools, and transit connections.

#### OUTCOME

A published inventory of trail barriers with an integrated remediation timeline, included as a standalone section within the transition plan.



## Continued Improvements to Public Pedestrian Facilities

### GOAL

Completion of planned curb ramp and sidewalk replacements in 2026, ensuring full ADA-compliance.

### KEY ACTIONS

- Confirm best-practice ADA curb ramp designs at locations with challenging geometry and limited right-of-way, consulting US Access Board technical guidance.
- Review project details and specific ADA requirements during project pre-construction meetings.
- Highlight upcoming concrete flatwork during project progress meetings to ensure that pedestrian access routes are understood.
- Prioritize inspection of sidewalks and curb ramps during screeding and finishing operations.

### OUTCOME

Full removal of accessibility barriers over approximately 50,000 SFT of sidewalk and 4,500 SFT of curb ramps.

## Develop and Distribute Staff-Focused Accessibility Resources

### GOAL

Equip City staff with practical tools and ongoing guidance to maintain accessibility in daily operations and public interactions.

### KEY ACTIONS

- Develop a branded ADA toolkit that includes:
  - Accessibility tip sheets
  - Quick reference cards for communication accommodations
  - Facility inspection checklists
  - FAQs on event and meeting accessibility
- Distribute materials both digitally and in print.
- Integrate materials into onboarding, annual training, and supervisory manuals.

### OUTCOME

An internal library of ADA resources accessible to all departments, supporting a proactive approach to access in service design, maintenance, and public engagement.

## Implementation Timeline

Quarter	Focus
---------	-------

Q1 2026	Kick-off, finalize scope, update evaluation tools
Q2 2026	Begin programmatic and trailway evaluations
Q3 2026	Complete facility assessments, draft updated Transition Plan
Q4 2026	Distribute staff resources, finalize public plan update, adopt by resolution

## GRIEVANCE PROCEDURE

Residents may file accessibility complaints through:

Online:

[www.goshencity.com/ADA](http://www.goshencity.com/ADA)

Email: [ada@goshencity.com](mailto:ada@goshencity.com)

Mail: ADA Coordinator, City Hall, 123 Main St, Goshen, IN 46526

Complaints are acknowledged within 5 business days and resolved within 30 days unless extenuating circumstances apply.

## ADA STANDARDS AND GUIDELINES

The City of Goshen is committed to ensuring that all its new facilities, including buildings, parks, trails and sidewalks, and all renovations to those facilities, comply with the ADA. The City also works to ensure accessibility by installing accessibility improvements that go beyond physical accessibility to buildings and sidewalks.

On July 31, 2025, the City's Board of Public Works passed Resolution 2025-20, adopting the Public Right of Way Accessibility Guidelines (PROWAG) as the standards to follow for evaluation, design and construction of infrastructure in the public right of way (see Appendix C for a copy of the resolution). The City will continue to comply with PROWAG in all future projects and improvements.

## MONITORING AND UPDATES

The ADA Transition Plan will be reviewed biennially, with progress reports published on the City website. The public will be engaged through annual community forums and updated surveys.

## APPENDICES

Appendix A Sidewalk and Curb Ramp Evaluation

Appendix B Pedestrian Facilities in the Right-of-Way: ADA Priorities Map and Summary

Appendix C Resolutions

# APPENDIX A

1. Guideline Used for Sidewalk Defect Documentation
2. Guideline Used for Curb Ramp and Crosswalk Evaluation

## APPENDIX B

1. ADA Priorities Map
2. Points of Interest and Walk-Time Analysis
3. Priority Summary for Sidewalks and Curb Ramps

# APPENDIX C

## 1. Resolutions



# Title VI Implementation Plan

September 2025



## INTRODUCTION

The City of Goshen is committed to proactively meeting and exceeding the minimum compliance requirements established under Title VI of the Civil Rights Act of 1964, 49 CFR § 26, and all related anti-discrimination statutes and regulations. This **Title VI Implementation Plan** reflects our ongoing effort to ensure fairness, equity, and transparency in all programs and services.

Through this plan, the City of Goshen provides clear guidance for both internal staff and external partners regarding its Title VI program and nondiscrimination commitments.

### **City of Goshen Title VI Nondiscrimination Notice & Policy**

The City of Goshen values and respects the civil rights of all individuals. We are committed to providing equitable opportunities and services to every resident of our community.

As a recipient of federal funds, the City of Goshen complies with **Title VI** and all related statutes, regulations, and directives. This means that no person will be excluded from participation in, denied the benefits of, or otherwise subjected to discrimination under any program or activity receiving federal financial assistance on the basis of:

- Race
- Color
- Age
- Sex
- Sexual orientation
- Gender identity
- Disability
- National origin
- Religion
- Income status
- Limited English proficiency

Furthermore, the City of Goshen assures that nondiscrimination is upheld in all programs and activities, regardless of whether those programs receive federal funding.

### **Compliance with Federal Civil Rights Laws**

It is the policy of the City of Goshen to fully comply with the following civil rights laws and directives, among others:

- Title VI and Title VII of the Civil Rights Act of 1964
- Age Discrimination Act of 1975
- Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970
- Federal Aid Highway Act of 1973
- Title IX of the Education Amendments of 1972
- Section 504 of the Rehabilitation Act of 1973
- Civil Rights Restoration Act of 1987
- Americans with Disabilities Act of 1990
- Title VIII of the Civil Rights Act of 1968 (Fair Housing Act)
- Executive Order 12898 (Environmental Justice in Minority and Low-Income Populations)
- Executive Order 13166 (Improving Access to Services for Persons with Limited English Proficiency)

The Civil Rights Restoration Act of 1987 expanded the scope of Title VI coverage, making it clear that the nondiscrimination requirements apply to *all programs and activities* of federal-aid recipients, subrecipients, and contractors—whether those individual programs are federally funded.

### **Commitment to Accessibility and Inclusion**

In compliance with Section 504 of the Rehabilitation Act of 1973, the City of Goshen assures that no qualified person with a disability will, solely because of their disability, be excluded from participation in, denied the benefits of, or otherwise subjected to discrimination—including employment discrimination—under any program or activity receiving federal financial assistance.

The City also pledges to:

- Prevent discrimination in the impacts of programs, policies, and activities on minority and low-income populations.
- Take reasonable steps to ensure meaningful access to services for individuals with limited English proficiency (LEP).
- Regularly review, update, and incorporate nondiscrimination requirements into relevant manuals, directives, and regulations.

When distributing federal-aid funds to subrecipients, the City of Goshen includes Title VI language in all agreements to ensure compliance at every level.

### **Title VI and ADA Coordinator**

The City of Goshen has designated the following individual to oversee Title VI and Title II/ADA compliance:

Rita Huffman  
Title VI / ADA Coordinator  
204 E Jefferson St, Suite 3  
Goshen, Indiana 46528  
humanresources@goshencity.com

Ms. Huffman is responsible for monitoring Title VI activities, preparing required reports, and ensuring compliance with federal nondiscrimination requirements. She also serves as the primary point of contact for individuals seeking additional information about the City's Title VI program or wishing to raise concerns or file complaints.

She is supported in these efforts by the Taskforce for Community Accessibility (TAC), which includes key staff from Engineering, Buildings & Grounds, the Mayor's Office and the Legal Department. The TAC works collaboratively to address compliance matters and ensure that accessibility issues are properly identified and resolved.

In addition, the City's Community Relations Commission provides another avenue to support equity, address concerns, and assist with Title VI compliance when needed.

### **Annual Affirmation**

The City of Goshen affirms its commitment to nondiscrimination each year through the publication of its Annual Title VI Implementation Plan and Assurances of Nondiscrimination. These documents serve as a public declaration of our ongoing responsibility to uphold civil rights protections and equitable treatment for all.

## TITLE VI ASSURANCES & IMPLEMENTATION

Fully executed Goshen Assurances are included in Appendix A and integrated into this document. This Title VI Implementation Plan, dated September 25, 2025, has been approved by the Goshen Board of Public Works & Safety, is being implemented, and is being adhered to by the City of Goshen. This plan will be renewed and updated on or before September 1, 2026.

Signed by: \_\_\_\_\_  
Gina Leichty, Mayor

Date: \_\_\_\_\_

The individual above is a duly authorized representative of the City of Goshen.

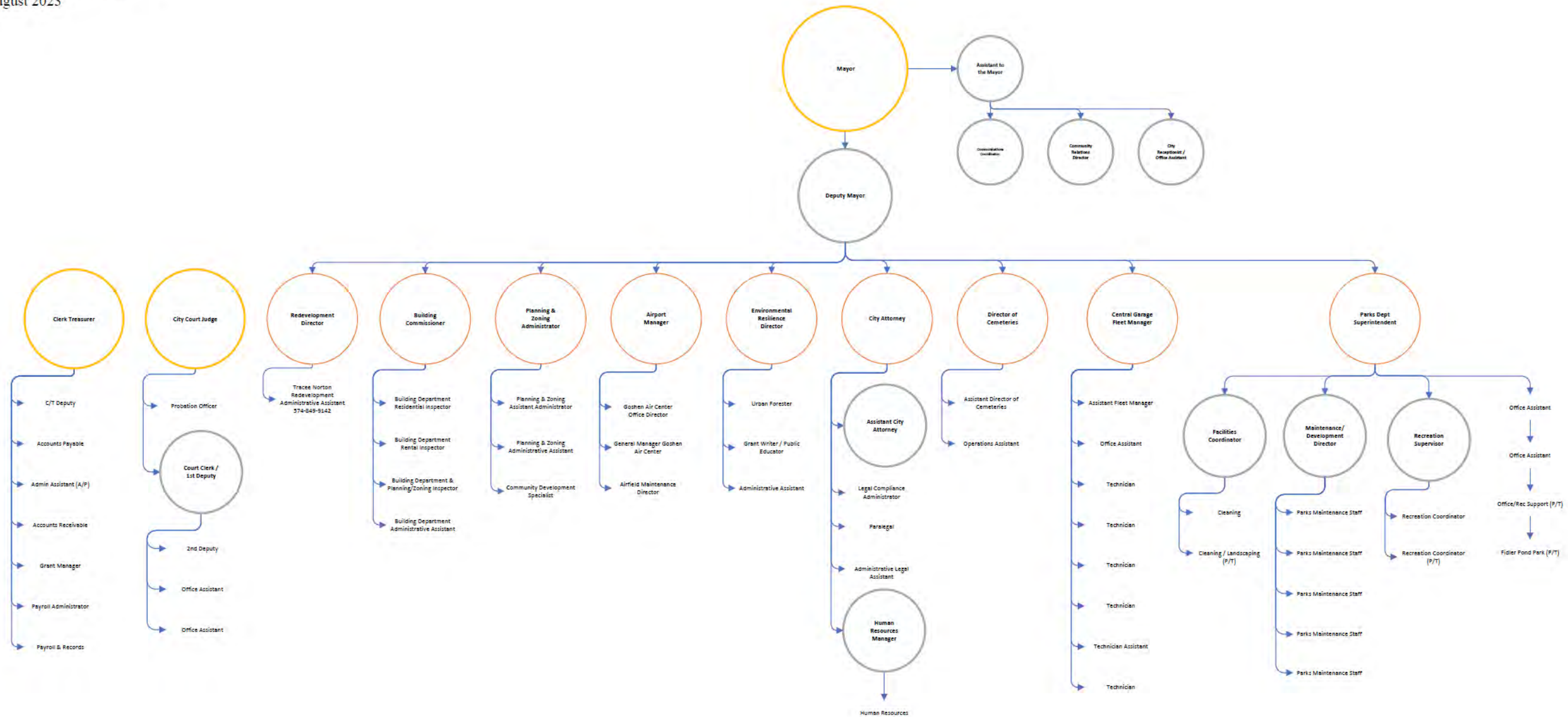
## Organizational Structure and Responsibilities

The organizational chart included on the following page of this plan illustrates the placement of the Title VI/ADA Coordinator within the City of Goshen's administrative structure. The purpose of this chart is to clearly identify lines of authority, responsibility, and communication for implementing and monitoring Title VI compliance.

The chart demonstrates how Title VI responsibilities are integrated throughout City departments and shows the reporting relationship between the Title VI/ADA Coordinator, department heads, and executive leadership. This structure ensures accountability, supports coordination across departments, and provides transparency for the public, state, and federal oversight agencies.

While specific employees may change, the organizational structure remains consistent.

## Civil City Organizational Chart August 2023



## City of Goshen – Title VI Program Overview

### Data Collection, Analysis, and Reporting

The City of Goshen collects and analyzes data to ensure compliance with Title VI and to monitor for any potential inequities. The type of data collected depends on the program area and its objectives. In some cases, information is collected on a trial basis to determine what data will be most useful in the long term.

Currently, the City collects the following types of data:

- Complaints received, logged, processed, and investigated
- Environmental Justice (EJ) analyses and reports
- Limited English Proficiency (LEP) reports
- Records of Title VI trainings
- Public involvement surveys
- Meeting minutes and discussions related to Title VI across all program areas
- Program-specific data reviewed annually to assess potential disparate impacts or discriminatory outcomes

### Complaints of Discrimination

#### How to File a Complaint

Individuals may submit complaints in several ways; however, to officially begin the process, a signed original copy must be mailed to the Title VI Coordinator. Persons with disabilities may request to file complaints in an alternative format. The City does not require the use of its official complaint form, although one is available.

**Direct all Title VI-related complaints to:**

Rita Huffman  
Title VI Coordinator  
204 E Jefferson St, Suite 3  
Goshen, IN 46528  
[humanresources@goshencity.com](mailto:humanresources@goshencity.com)  
574-534-8475 | Fax: 574-534-2410

### Elements of a Complete Complaint

A complete complaint must:

1. Be written and signed. (Verbal complaints will be documented in writing and confirmed by the complainant's signature.)
2. Include the full name and address of the complainant.
3. Identify the respondent (the individual, agency, department, or program alleged to have discriminated).

4. Describe the alleged act(s) of discrimination, including dates and the basis (race, color, national origin, sex, age, or disability).

Complaint forms are available through the Title VI Coordinator's office and on the City's website at [www.goshenindiana.org](http://www.goshenindiana.org).

## Complaint Processing Procedure

The Title VI Coordinator is responsible for receiving and processing complaints. The process includes:

- **Initial Review:** Ensuring the complaint is complete, filed within 180 days of the alleged act, and falls under the City's jurisdiction.
- **Investigation:** Conducted by the Coordinator and TAC, unless the complaint is against the City itself. In that case, the Mayor's Office or a designee will investigate, with the City Attorney also notified.
- **Notifications:** The complainant and respondent will be notified in writing by certified mail. Notices will identify the assigned investigator.
- **Interviews:** The respondent may be asked to participate in an interview as part of the investigation.
- **Review:** Legal counsel may provide recommendations, which will be considered by the Coordinator, the Board of Public Works, and the Mayor's Office.
- **Resolution:** Once findings are complete, the City will issue a final resolution and notify all parties.
- **Appeals:** If dissatisfied, the complainant may appeal the City's decision within 180 days. Appeals are only considered if new, previously unavailable facts are presented.

This process follows the U.S. Department of Justice guidance outlined in *Investigation Procedures Manual for the Investigation and Resolution of Complaints Alleging Violations of Title VI and Other Nondiscrimination Statutes*, available at: [DOJ Title VI Manual](#).

## Environmental Justice (EJ) Analysis and Reports

Title VI requires federal agencies and recipients of federal funds to ensure programs and activities do not discriminate based on race, color, or national origin, particularly regarding health and environmental impacts.

The three guiding principles of Environmental Justice are:

1. Avoid, minimize, or mitigate disproportionately high and adverse health or environmental effects on minority and low-income populations.
2. Ensure full and fair participation by all potentially affected communities in decision-making.
3. Prevent the denial, reduction, or delay of benefits to minority and low-income populations.

The City of Goshen is committed to applying these principles in all of its programs and projects.

## Limited English Proficiency (LEP) Policy

Executive Order 13166, *Improving Access to Services for Persons with Limited English Proficiency*, requires recipients of federal funds to ensure meaningful access for individuals with limited English skills. The City of Goshen follows the U.S. Department of Transportation's four-factor analysis to assess LEP needs:



1. **Population:** The number and proportion of LEP individuals in the service area.
2. **Frequency:** How often LEP individuals interact with City programs or services.
3. **Importance:** The significance of the program or service to LEP populations.
4. **Resources:** The resources available to the City relative to costs.

## Findings

- Approximately 8,000 Goshen residents (age 5+) speak a language other than English. Spanish is the largest LEP group (20.9% of the population).
- Contact with LEP individuals has been limited, and no interpreter requests have been made to date.
- Transportation services are particularly critical for many LEP residents, enabling access to healthcare, food, and community resources.
- The City partners with community organizations for interpretation/translation services and provides many brochures and program materials in Spanish.

## Safe Harbor Provision

The City translates vital documents into any language where at least 5% of the county population both (1) does not speak English well and (2) primarily speaks another language.

## LEP Accommodation Plan

- Translation of vital documents and interpretation services will be provided as needed.
- Staff have access to the U.S. Census “I Speak” documents to help identify language needs.
- Public involvement surveys collect demographic information to monitor changes in LEP populations. Surveys are retained for three years.
- Employees receive training on meaningful access requirements, with updates provided as needed.

## Title VI Training and Employee Responsibilities

- **At Hire:** All new employees receive Title VI policy education and materials during orientation and sign an acknowledgment of receipt.
- **Ongoing Training:** Employees receive annual training and periodic updates as needed. Training may be delivered in person or through other approved methods. Moving into 2026, the City is evaluating different training options to better train for Title VI and ADA compliance and details on the training will be provided in the 2026 report.

Employees are expected to:

- Uphold Title VI policy and remove barriers to public access.
- Take prompt action to avoid or minimize potential discrimination.
- Report any Title VI concerns or complaints in writing to the Coordinator.

## Public Involvement and Data Collection

The City collects demographic data to monitor nondiscrimination efforts, including voluntary public involvement surveys at hearings and meetings. Surveys are anonymous and ask about gender, ethnicity, race, age, income, and disability status. The City will be making announcements at meetings to explain the survey's purpose and encourage more participation moving forward. In addition, we are evaluating the use of online surveys to broaden our reach.

The Title VI Coordinator maintains survey data and other records (e.g., complaints, language service requests, federally funded projects, and compliance reviews) for at least three years.

To date, there have been no complaints made since 2017 when we began tracking.

## Community Involvement and Outreach

The City of Goshen is committed to respectful and inclusive community engagement. Public meetings and activities are open to all residents, accessible to individuals with disabilities, and translators or auxiliary aids are available upon request (requests must be made at least 48 hours in advance).

Meeting agendas, minutes, notices, and events are published on the City's website. Departments are also using signage, media, and social media to engage the community.

## Review of Program Areas and Annual Work Plan

Over the next year, the City of Goshen will be working diligently to more fully evaluate services, ensuring that we're able to develop meaningful annual goals to ensure Title VI compliance across all departments. Program areas and policies will be reviewed for potential disparate impacts or discriminatory outcomes. These priorities will be updated annually and tracked for accountability.

## APPENDICES

The following appendices provide supporting documentation for the City of Goshen's Title VI Implementation Plan. These materials are included to ensure transparency, demonstrate compliance with federal and state nondiscrimination requirements, and provide resources for both City staff and the public.

Some appendices are required under Title VI regulations, while others are included to highlight best practices and strengthen the City's commitment to equity, accessibility, and nondiscrimination. Together, they serve as a record of the City's efforts to uphold the principles of Title VI and related civil rights laws.

Appendix A - Assurances

Appendix B - Complaint Policy

Appendix C - Complaint Log

Appendix D - Complaint Procedure/Form

Appendix E - Public Involvement Survey

Appendix F - I Speak Cards

APPENDIX A  
Title VI Assurances

## **RESOLUTION 2017-13**

### **NONDISCRIMINATION POLICY CITY OF GOSHEN, INDIANA**

WHEREAS Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d) provides that no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity receiving Federal financial assistance.

WHEREAS Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794) provides that no otherwise qualified individual with a disability in the United States shall, solely by reason of her or his disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

WHEREAS Section 162(a) of the Federal-Aid Highway Act of 1973 (23 U.S.C. §324) provides that no person shall on the ground of sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance under this title [Title 23, United States Code] or carried on under this title [Title 23, United States Code].

WHEREAS the Age Discrimination Act of 1975 (42 U.S.C. §6102) provides that no person in the United States shall, on the basis of age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity receiving Federal financial assistance.

WHEREAS the Civil Rights Restoration Act of 1987 (PL 100-259) amended Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, and the Age Discrimination Act of 1975 to clarify that a recipient of Federal financial assistance must comply with the civil rights laws in all operations of the recipient and not just the program or activity receiving the Federal funding.

WHEREAS Title II of the Americans with Disabilities Act of 1990 (42 U.S.C. §12132) provides that no qualified individual with a disability shall, by reason of such disability, be excluded from participation in or be denied the benefits of services, programs, or activities of a public entity, or be subjected to discrimination by any such entity.

WHEREAS Presidential Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, requires Federal agencies to administer and implement its programs, policies, and activities that affect human health or the environment so as to identify and avoid "disproportionately high and adverse" effects on minority and low-income populations.

WHEREAS Presidential Executive Order 13166, Improving Access to Services for Persons With Limited English Proficiency, requires recipients of Federal financial assistance to provide meaningful access to programs and activities for persons who, as a result of national origin, are limited in their English proficiency.

WHEREAS for the purposes of this policy the above referenced Federal statutes and executive orders and any other Federal or State law prohibiting discriminatory practices shall be collectively referred to as Nondiscrimination Statutes/Rules/Regulations; and

WHEREAS the City of Goshen, Indiana is a public entity and a recipient of Federal financial assistance for which these Nondiscrimination Statutes/Rules/Regulations apply.

NOW, THEREFORE, BE IT RESOLVED by the Goshen Board of Public Works and Safety that:

**Section 1. Discrimination Prohibited.**

- 01 It shall be the policy of the City of Goshen, Indiana that no person shall, on the grounds of race, color, national origin, sex, age, income status, or limited English proficiency be excluded from participation in, be denied the benefits of, or be subject to discrimination under any of the City of Goshen's services, programs, or activities.
- 02 It shall be the policy of the City of Goshen, Indiana that no qualified individual with a disability shall, by reason of such disability, be excluded from participation in or be denied the benefits of the services, programs, or activities of the City of Goshen, or be subjected to discrimination by the City.

**Section 2. Notices.**

- 01 Notice of Nondiscrimination. The City of Goshen Notice of Nondiscrimination attached to this policy is the City of Goshen's notice to inform applicants, participants, beneficiaries, and other interested persons of the protections against discrimination assured by this policy in the services, programs, and activities of the City.
- 02 Notice Under the Americans with Disabilities Act. The City of Goshen Notice Under the Americans with Disabilities Act attached to this policy is the City of Goshen's notice to inform applicants, participants, beneficiaries, and other interested persons of the protections against discrimination assured by the Title II of the Americans with Disabilities Act and this policy in the services, programs, or activities of the City.
- 03 The Notice of Nondiscrimination and Notice Under the Americans with Disabilities Act shall be provided to the public by posting at all City of Goshen facilities open to the public, distributing to all City of Goshen departments and offices, publishing on the City of Goshen's website, and presenting in other accessible formats as may be determined from time to time.

**Section 3. Title VI Coordinator and ADA Coordinator.**

The City of Goshen Human Resources Manager is designated as the Title VI Coordinator and ADA Coordinator. The Title VI Coordinator and ADA Coordinator is responsible for coordinating the efforts of the City of Goshen to comply with the Nondiscrimination Statutes/Rules/Regulations/Policies and to assist in processing any complaint communicated to the City alleging discrimination. The Title VI Coordinator and ADA Coordinator may be contacted at:

City of Goshen Human Resources Department  
Attention: Title VI Coordinator and ADA Coordinator  
204 East Jefferson Street, Suite 3  
Goshen, Indiana 46528  
Phone: (574) 534-8475  
TDD: (574) 534-3185  
Fax: (574) 534-2410  
Email: [humanresources@goshencity.com](mailto:humanresources@goshencity.com)



**Section 4. Grievance Procedure.**

- 01 The City of Goshen Grievance Procedure Under the Americans with Disabilities Act and Nondiscrimination Policy attached to this policy is the City of Goshen's process for a person to file a complaint of alleged discrimination.
- 02 This grievance procedure shall be provided to the public by posting at all City of Goshen facilities open to the public, distributing to all City of Goshen departments and offices, publishing on the City of Goshen's website, and presenting in other accessible formats as may be determined from time to time.
- 03 The Title VI Coordinator and ADA Coordinator shall maintain documentation of all complaints received alleging discrimination, resolutions provided, hearings requested, and other pertinent information for at least three (3) years.

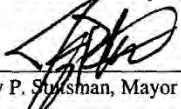
**Section 5. Title VI Program/Nondiscrimination Implementation Plan**

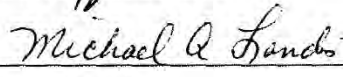
- 01 The Goshen Board of Public Works and Safety shall adopt and annually update a Title VI Program/ Nondiscrimination Implementation Plan to ensure continuous compliance with Nondiscrimination Statutes/Rules/Regulations and the City's Nondiscrimination Policy. The Title VI Program/Nondiscrimination Implementation Plan shall include, but is not limited to:
  - A. This policy, including the current notices, Title VI Coordinator and ADA Coordinator information, and grievance procedures.
  - B. Monitoring of program participants and beneficiary demographics and activities promoting compliance with the Title VI Program.
  - C. Process and procedures for handling complaints alleging discrimination.
  - D. Title VI training of staff.
  - E. Title VI Assurances document.
  - F. Annual work plan of Title VI activities and actions.
  - G. Annual accomplishment report highlighting efforts to ensure nondiscrimination practices in all City of Goshen activities.

**Section 6. Miscellaneous**

- 01 The notices and grievance procedure under this policy shall be updated as needed with the name of the current individual employed as the Human Resources Manager and designated as the Title VI Coordinator and ADA Coordinator without amending this resolution.
- 02 Resolution 2011-Q, A Resolution of the City of Goshen Board of Public Works and Safety Adopting the Americans with Disabilities Act (ADA) Accessibility Guidelines for Standards for Accessible Design and Guidelines for Pedestrian Facilities in the Public Right-of-Way, adopted December 12, 2011 continues in full force and effect.
- 03 Resolution 2012-J, Adopting the Americans with Disabilities Act Transition Plan for Pedestrian Facilities in the Public Right-of-Way, adopted July 9, 2012, continues in full force and effect.
- 04 This policy specifically repeals and replaces Resolution 2011-P, A Resolution of the City of Goshen's Board of Public Works and Safety Adopting the Americans with Disabilities Act (ADA) ADA Coordinator and Procedures, adopted December 12, 2011.

PASSED and ADOPTED by the Goshen Board of Public Works and Safety on April 17, 2017,

  
\_\_\_\_\_  
Jeremy P. Stutsman, Mayor

  
\_\_\_\_\_  
Michael A. Landis

  
\_\_\_\_\_  
Mitch Day



## APPENDIX B

### Complaint Policy



## TITLE VI COMPLAINT POLICY

### Our Commitment

The City of Goshen is committed to ensuring that every resident has equal access to City services, programs, and activities. No one will be excluded, denied benefits, or discriminated against based on race, color, national origin, sex, age, disability, income status, or limited English proficiency. This commitment is part of our responsibility under Title VI of the Civil Rights Act of 1964 and related civil rights laws.

### Your Right to File a Complaint

If you believe you have experienced discrimination in a program or service funded by federal resources, you have the right to file a complaint with the City of Goshen. Complaints must be submitted within **180 days** of the incident.

### How to File a Complaint

You may file a complaint in several ways:

- By mail, email, or in person with the Title VI Coordinator
- Verbally or informally (but a signed, written complaint is required to begin the official process)
- In alternative formats, if you have a disability and need assistance

You are not required to use the City's complaint form, but forms are available online at [www.goshenindiana.org](http://www.goshenindiana.org) and at the Title VI Coordinator's office.

### Submit complaints to:

**Rita Huffman**

Title VI Coordinator

204 E Jefferson St, Suite 3

Goshen, IN 46528

[humanresources@goshencity.com](mailto:humanresources@goshencity.com)

574-534-8475

### What Your Complaint Should Include for Complaints Against the City

For your complaint to be considered complete, it must include:

1. Your name and address
2. The name and address of the person, department, or program you believe discriminated against you

3. A description of what happened, including dates and the reason you believe discrimination occurred (e.g., based on race, color, national origin, sex, age, or disability)
4. Your signature and the date

## What Happens After You File

All complaints alleging discrimination based on race, color or national origin in a service or benefit provided by City of Goshen will be directly addressed by the City of Goshen. The City of Goshen shall also provide appropriate assistance to complainants, including those persons with disabilities, or who are limited in their ability to communicate in English. Additionally, the City of Goshen shall make every effort to address all complaints in an expeditious and thorough manner.

A letter acknowledging receipt of a complaint will be mailed within seven (7) days. Please note that in responding to any requests for additional information, a complainant's failure to provide the requested information may result in the administrative closure of the complaint.

## How will the complainant be notified of the outcome of the complaint?

The City of Goshen will send a final written response letter to the complainant. In a letter notifying complainant that the complaint is not substantiated, the complainant is also advised of his or her right to 1) appeal within seven (7) calendar days of receipt of the final written decision from the City of Goshen and/or 2) file a complaint externally with the U.S. Department of Transportation and/or the FTA. Every effort will be made to respond to Title VI complaints within sixty (60) working days of receipt of such complaints, if not sooner.

## Confidentiality and Records

- All complaints are handled confidentially.
- Complaints and their outcomes are logged in the City's Title VI Complaint Logs (both internal and external).
- Records are kept for at least three years.

**NOTE:** In addition to the complaint process described above, a complainant may file a Title VI complaint with the following offices:

Federal Transit Administration Office of Civil Rights  
Attention: Title VI Program Coordinator  
East Building, 5th Floor - TCR  
1200 New Jersey Ave., SE  
Washington, DC 20590

APPENDIX C  
Title VI Complaint Log

[illegible]

APPENDIX D  
Title VI Complaint Form



## TITLE VI COMPLAINT FORM

Title VI of the 1964 Civil Rights Act requires that "No person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance." If you believe you have been subjected to discrimination on the basis of race, color, or national origin in any City of Goshen program or activity receiving federal funds, submit this form to the following:

City of Goshen  
Rita Huffman, Title VI Coordinator  
204 E. Jefferson Street, Suite 3  
Goshen, IN 46528

**Please print clearly.**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip Code: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Person discriminated against: \_\_\_\_\_

Address of person discriminated against: \_\_\_\_\_

City, State, Zip Code: \_\_\_\_\_

Please indicate why you believe the discrimination occurred:

\_\_\_\_\_ Race or color

\_\_\_\_\_ National origin

\_\_\_\_\_ Income

\_\_\_\_\_ Other

What was the date of the alleged discrimination?

---

Where did the alleged discrimination take place?

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Please describe the circumstances as you saw it:

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Please list all witnesses' names and phone numbers:

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What type of corrective action would you like to see taken?

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Please attach any documents you have which support the allegation. Then date and sign this form and send to the Title VI Coordinator at the address above.

---

Your signature

---

Print your name

---

Date

## APPENDIX E

### Public Involvement Survey



## Title VI Community Involvement Survey

The City of Goshen is committed to ensuring that all community members have the opportunity to participate in planning, programs, and services, regardless of race, color, national origin, sex, age, disability, or income status. Your feedback will help us improve outreach and ensure inclusive public participation.

*Participation in this survey is voluntary.*

*The information you provide is confidential and will only be reported in summary form.*

1. How did you hear about this meeting/event/project?

- ☐ City of Goshen website
- ☐ Social media (Facebook, Instagram, etc.)
- ☐ Newspaper/Radio
- ☐ Word of mouth
- ☐ Community organization
- ☐ Other (please specify): \_\_\_\_\_

2. Did you feel that you had adequate opportunity to provide input?

- ☐ Yes
- ☐ No

If no, please explain: \_\_\_\_\_

3. What is the best way for the City of Goshen to notify you about public meetings, projects, or services?

- ☐ Email
- ☐ Postal mail
- ☐ Social media
- ☐ Local newspaper/radio
- ☐ Text message
- ☐ Community partner/organization
- ☐ Other: \_\_\_\_\_

4. Demographic Information (*optional*)

Providing this information is optional, but it helps the City ensure compliance with Title VI and evaluate whether all community members are being reached.

a. Race/Ethnicity (check all that apply):

- ☐ American Indian or Alaska Native
- ☐ Asian
- ☐ Black or African American
- ☐ Hispanic or Latino
- ☐ Native Hawaiian or Other Pacific Islander
- ☐ White
- ☐ Other: \_\_\_\_\_

b. Primary Language Spoken at Home:

- ☐ English
- ☐ Spanish
- ☐ Burmese
- ☐ Ukrainian
- ☐ Other (please specify): \_\_\_\_\_

c. Do you need translation or interpretation services to participate fully in City programs or events?

- ☐ Yes
- ☐ No

d. Age:

- ☐ Under 18
- ☐ 18–24
- ☐ 25–44
- ☐ 45–64
- ☐ 65 and over

e. Do you identify as a person with a disability?

- ☐ Yes
- ☐ No
- ☐ Prefer not to answer

5. Additional Comments or Suggestions:

---

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Thank You! Your participation ensures that the City of Goshen's programs and services are inclusive and accessible to all.

## APPENDIX F

### 'I Speak' Card

## A

### AMHARIC

እኔ አማርኛ መናገር

### ARABIC

أنا أتحدث اللغة العربية

### ARMENIAN

Ես խոսում եմ հայերեն ես

## B

### BENGALI

আমি বাংলা কথা বলতে পারি

### BOSNIAN

Ja govorim bosanski

### BULGARIAN

Аз говоря български

### BURMESE

ကျွန်တော်/ကျွန်မ မြန်မာလို ပြောတတ်ပါတယ်

## C

### CAMBODIAN

ខ្ញុំនិយាយភាសាខ្មែរ

### CANTONESE

我講廣東話 traditional

我讲广东话 simplified

### CATALAN

Parlo català

### CHIN

Lai Tong ka ton—Falam chin

Lai Holh Ka thiam—Hakha chin

Zo bya ka thya—Zo tung Chin

### CROATIAN

Govorim hrvatski

### CZECH

Mluvím česky

## D

### DANISH

Jeg taler dansk

### DARI

من دری حرف می زنم

### DUTCH

Ik spreek Nederlands

## E

### ESTONIAN

Ma räägin eesti keelt

## F

### FARSI

من فارسی صحبت می کنم.

### FINNISH

Puhun suomea

### FRENCH

Je parle français

## G

### GERMAN

Ich spreche Deutsch

### GREEK

Μιλάω στα ελληνικά

### GUJARATI

હુ ગુજરાતી બોલુ છુ

## H

### HAITIAN CREOLE

M pale kreyòl ayisyen

### HEBREW

אני מדבר עברית masculine

אני מדברת עברית feminine

### HINDI

मैं हिंदी बोलता हूँ ।

### HMONG

Kuv hais lus Hmoob

### HUNGARIAN

Beszélek magyarul

## I

### ICELANDIC

Ég tala íslensku

### ILOCANO

Agsaonak ti Ilokano

### INDONESIAN

saya bisa berbahasa Indonesia

### ITALIAN

Parlo italiano

## J

### JAPANESE

私は日本語を話す

## K

### KACKCHIQUEL

Quin chagüic' ká chábal' ruin' rí  
tzújon cakchiquel

### KAREN

ယကတိကညီကျိန်

### KIRUNDI

Ndavuga Ikirundi

Nvuga Ikirundi

### KOREAN

나는 한국어로 이야기

### KURDISH

man Kurdii zaanim

### KURMANCI

man Kurmaanji zaanim

## L

### LAOTIAN

ຂ້າພະເຈົ້າເວົ້າພາສາລາວ

### LATVIAN

Es runāju latviski

### LITHUANIAN

Aš kalbu lietuviškai

## M

### MANDARIN

我講國語 traditional

我讲国语/普通话 simplified

### MAM

Bán chiyola tuj kíyol mam

### MON

အဲ ပုဂ္ဂိုလ် အကုန်တို့

## N

### NEPALI

म नेपाली बोल्न

### NORWEGIAN

Jeg snakker norsk

## P

### PERSIAN

من فارسی صحبت می کنم.

### POLISH

Mówię po polsku

### PORTUGUESE

Eu falo português do Brasil  
for Brazil

Eu falo português de Portugal for  
Portugal

### PUNJABI

ਮੈਂ ਪੰਜਾਬੀ ਬੋਲਦਾ/ਬੋਲਦੀ ਹਾਂ।

## Q

### Q'ANJOB'AL

Ayin tí chí walq' anjob' al

### QUICHE

In kinch'aw k'uin ch'e quiche

## R

### ROMANIAN

Vorbesc românește

### RUSSIAN

Я говорю по-русски

## S

### SERBIAN

Ja govorim srpski

### SIGN LANGUAGE (AMERICAN)



I, ME



SIGN, SIGN LANGUAGE



**SINHALESE**

මම සිංහල කතා කළ හැකිය

**SLOVAK**

Hovorím po slovensky

**SLOVENIAN**

Govorim slovensko

**SOMALI**

Waan ku hadlaya af-Soomaali

**SPANISH**

Yo hablo español

**SWAHILI**

Ninaongea Kiswahili

**SWEDISH**

Ja talar svenska

**T****TAGALOG**

Marunong akong man-Tagalog

**TAMIL**நான் தமிழ் பேச  
Indiaநான் தமிழ் கதைப்பேன்  
Sri Lanka**THAI**

พูดภาษาไทย

**TIGRINYA**

ትግርኛ እዛረብ

**TURKISH**

Türkçe konuşurum

**U****UKRAINIAN**

Я розмовляю українською мовою

**URDU**

میں اردو بولتا ہوں

**V****VIETNAMESE**

Tôi nói tiếng Việt

**W****WELSH**

Dwi'n siarad

**X****XHOSA**

Ndithetha isiXhosa

**Y****YIDDISH**

איך רעד יידיש

**YORUBA**

Mo nso Yooba

**Z****ZULU**

Ngiyasikhuluma isiZulu

## Select ethnic languages of Burma/Myanmar

Ethnic Grouping	Linguistic Variant	Phrase in the Ethnic Languages
Kachin	Jingpho	Ngai jinghpaw ga shaga ai
	Lisu	AW LI-SU AQ-X 13, LO-
	Rawang	Nga Rawang Ka Shxne
Karenni (Kayah)	Karrenni/Padaun	ဗုရားနီကုဒ်ကုဒ်ကုဒ်ကုဒ်ကုဒ်
Karen	S'gaw	ယကတိကုဒ်ကုဒ်
	Eastern Pwo	ယုဒ်ကုဒ်
Chin	Tedim	Kei Tedim Pau pau ing
	Falam	Falam tong ka tong
	Hakha	Hakha holh ka thiam
	Zophei	Zypho rae ka cui
	Thantlang	Thantlang holh ka thiam
	Lautu	Lautu စကားပြောပါသည်
	Matu	Matu awl ka cal
	Mindat	Mindat စကားပြောပါသည်
	Kanpetlet	Kanpetlet စကားပြောပါသည်
	Mizo	Mizo tong ka thiam
	Mara	Mara reih ei chei
	Zotung	Zo Bya Ka Thya
	Kumi	Kumi စကားပြောပါသည်
Mon	Mon/Mun	အဲဟီအရောင်မန်ရ
Bamar	Burmese	မြန်မာစကားပြောပါသည်
Arakan (Rakhine)	Rakhine/Arakan	ရခိုင်ပိုင်စကားပြောပါသည်
	Rohingya	Rohingya စကားပြောပါသည်
Shan	Palauing	Palauing စကားပြောပါသည်
	Shan	Shan စကားပြောပါသည်

## Select indigenous languages of Mexico

Agrupación Lingüística	Variante Lingüística	Frases en español	Frases en lengua
chichimeco jonaz	chichimeco jonaz	yo hablo chichimeca	ikáuj úza' é~í
mazateco	mazateco del norte	yo hablo mazateco Hablo la lengua de Santa María Chilchotla	Cha'ña enná Cha'ña énn nda xo
maya	maya	Yo hablo maya	ʔen k-in t'aan maya
mixe	mixe bajo	Yo hablo mixe	Madyakpiéch ayuuk
	mixe alto, de Tlahuilotpec	Yo hablo mixe	Xaamkéxpét ayuujk éts nkáipyxypy
mixteco	mixteco del oeste de la costa	yo hablo mixteco	Yuu kain se'en savi ñu ñundua
náhuatl	náhuatl de la huasteca veracruzana (se entiende junto con Veracruz y San Luis Potosí)	yo hablo náhuatl	Na nitlajtowa náhuatl
tojolabal	tojolabal	yo hablo tojolabal	Ja' ke' ni wala kúmaniyon tojol-abál
triqui	triqui de la baja	yo hablo triqui	'unj a'mii xna' ánj nu' a
tseltal	tseltal (variante unificada)	yo hablo tseltal	Te jo'one ja k'op te bats'íl k'op tseltal
tsotsil	tseltal (variante unificada)	yo hablo tsotsil	Vu'üne jna'xi k' opoj ta bats'í k'op
zapoteco	zapoteco de la planicie costera	yo hablo zapoteco	Naa riné' dliidxazá
chinanteco	chinanteco del sureste medio	yo hablo chinanteco	Jnea lo'n jujmii k'ise' dsa mo' kuóo

## APPENDIX G

### Training Materials & Records of Training Attendance

## APPENDIX H

### Reports & Outcomes of Data Collected

## APPENDIX I

### Annual Goals & Accomplishments



**Marv Shepherd, Superintendent**  
**Water Treatment & Sewer Collection Department**

308 North Fifth Street • Goshen, IN 46528-2802

Phone (574) 534-5306 • TDD (574) 534-3185  
marvshepherd@goshencity.com • www.goshenindiana.org

**DATE:** August 27, 2025

**TO:** Goshen Residents and Businesses

**FROM:** Goshen Utilities – Water & Sewer Department

**SUBJECT:** Fall Hydrant Flushing Program – September 29 to October 3, 2025

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Goshen Utilities' **Fall Hydrant Flushing Program** will begin on **Monday, September 29, 2025**, and continue through **Friday, October 3, 2025**, weather permitting.

**Daytime Flushing**

- **Dates:** September 29 – October 3
- **Hours:** 8:30 a.m. – 3:30 p.m.
- **Location:** Upper pressure zone (everything northeast of U.S. 33 and the Norfolk Southern tracks)

**Nighttime Flushing (9:00 p.m. – 6:00 a.m.)**

- **Monday, September 29** – Madison Street & 10th Street heading south to the city limits; between Norfolk Southern tracks and U.S. 33 to the city limits south
- **Tuesday, September 30** – Between Cottage Avenue and 10th Street from the Norfolk Southern tracks south to the city limits; between Lincolnway East and the Norfolk Southern tracks east to the city limits
- **Wednesday, October 1** – Between Pike Street and the city limits south; between N Greene Road and Cottage Avenue
- **Thursday, October 2** – Between Norfolk Southern and the city limits south; between N Greene Road and the city limits west

**Important Notice for Residents**

- Please **avoid doing laundry** during flushing in your area, as rust and sediment may cause water discoloration.
- If laundry becomes stained, Goshen Utilities will provide a **special soap** to help remove the discoloration.

For questions or concerns, please get in touch with the Goshen Utilities Office at **574-534-5306**.