



City of Goshen Board of Public Works & Safety

Regular Meeting Agenda

4:00 p.m., September 11, 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: Not yet available

Approval of Agenda

1) Open proposals: For the sale of Third Street and Jefferson Street real estate, the proposal's name and offer read aloud, and refer them to Redevelopment for further consideration

2) Police Department awards presentation of the Meritorious Service Award to: Detective Adam Johnson and Patrolman Will Miller for courage, quick thinking, and devotion to the safety of our community

3) Police Department request: Approve the promotion of **Officer Will T. Miller #199** from the rank of Patrol Officer to the to the rank of Sergeant, retroactive to Sept. 5, 2025

4) Police Department request: Approve the promotion of **Officer Justin T. Rayl #204** from the rank of Patrol Officer to the to the rank of Sergeant, retroactive to Sept. 5, 2025

5) Police Department request: Approve the promotion of **Officer Nicholas Hess #237** from Probationary Patrol Officer to the rank of Patrol Officer, effective Sept. 16, 2025

6) Janus Motorcycles request: Approve the closure of the parking lot north of its building for its annual owners' rally, from 5 p.m., Friday, Sept. 19 through noon, Sunday, Sept. 21

7) Clayton Chrisman & Morgan Brew requests: Grant relief from the City's Hard Surface Policy and allow installation of gravel access driveway to an accessory building at 605 Skyview Drive, allow the installation of a hard surface for a patron parking area as part of a home business and also approve connecting the property's existing public water and sewer service lines to the accessory building

8) Engineering Department request: Approve and authorize the Mayor to sign the agreement with Donohue & Associates, Inc. for \$3,655,100 to provide detailed design and bid support services for the Water System Upgrade & Expansion 2025, South Wellfield project



9) Engineering Department request: Accept the drainage plan for the Cherry Creek Subdivision, which was prepared by the developer's Indiana licensed professional engineer (*The City does not warrant the drainage plan will function as intended and accepts no liability for any failures of the drainage design*)

10) Planning and Zoning Department request: Accept Cherry Creek Phase One – Section One subdivision plat with dedications and easements, including the added document reference for the geothermal easement, and acknowledge the entrance signs within the public right of way of Cherry Creek Lane and Edison Drive.

11) Clerk-Treasurer's Office request: Approve and authorize the Clerk-Treasurer to sign the agreement with Peterson Consulting Services Inc. to assist the City with financial reporting related to capital assets as required by the Government Accounting Standards Board Statement No. 34 for the fixed fee of \$5,975, plus reimbursable expenses not to exceed \$250

Privilege of the Floor

Approval of Civil City and Utility Claims

Adjournment



CITY OF GOSHEN LEGAL DEPARTMENT
Donald R. Shuler, Assistant City Attorney

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

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Phone (574) 537-3855 • Fax (574) 533-8626 • TDD (574) 534-3185

September 11, 2025

To: Board of Public Works and Safety

From: Don Shuler, Assistant City Attorney

Subject: Open Proposals for Sale of Third Street and Jefferson Street Real Estate

The Redevelopment Commission has issued a Request for Proposals to Purchase Real Property for the real estate located west of Third Street, east of River Race Drive, north of Jefferson Street, and south of the east/west alley between Jefferson Street and Washington Street. The first deadline for full-price offers was August 12, 2025, and no proposals were received. Per statute, the second deadline for any other offers is September 11, 2025, by 3:30 p.m., to be opened by the Board of Public Works and Safety.

Any proposals received should be opened, with the proposal's name and offer read aloud, and then the proposals referred to Redevelopment for further consideration.

REQUEST FOR PROPOSALS
TO PURCHASE REAL PROPERTY

Third and Jefferson, Goshen, Indiana

The City of Goshen, by and through its Redevelopment Commission (hereinafter referred to as "Redevelopment") is requesting proposals for the purchase of certain real property located in the City of Goshen, Indiana.

1. Real Property to be Purchased

The real property to be purchased consists of the undeveloped lots west of Third Street, east of River Race Drive, north of Jefferson Street, and south of the east/west alley between Jefferson Street and Washington Street, consisting of four (4) parcels of real estate identified as tax codes 20-11-09-413-011.000-015 consisting of 0.18 acres, 20-11-09-413-010.000-015 consisting of 0.05 acres, 20-11-09-413-009.000-015 consisting of 0.23 acres, and 20-11-09-413-008.000-015 consisting of 0.23 acres for a total of 0.69 acres in Goshen, Indiana, as depicted on the map attached to this Request for Proposals as Attachment A, and is more particularly described as follows:

213 S. Third Street:

Lot Number Ten (10) in Barnes' First South Addition to the City of Goshen, Elkhart County, Indiana; as recorded in Deed Record 15, page 273, less and excepting the West Fifteen (15) feet of said Lot.

219 S. Third Street:

Lot Number Eleven (11) in the First South Addition (sometimes known as Barnes' First South Addition) to the City of Goshen, Elkhart County, Indiana; as recorded in Deed Record 15, page 273. Less and excepting the West Fifteen (15) Feet of said Lot.

223 S. Third Street:

Lot Thirty (30) in Barnes' First South Addition to the Town, now City of Goshen, Indiana, except forty-eight (48) feet off the West end of said Lot; said Plat being recorded in Deed Record 15, page 273.

W. Jefferson Street:

The West Forty-eight (48) feet of Lot Number Thirty (30) as the said Lot is known and designated on the recorded plat of Barn's South Addition to the Town, now City, of Goshen, Indiana; said Plat being recorded in

Deed Record 15, page 273 in the Office of the Recorder of Elkhart County, Indiana, less and excepting the West Fifteen (15) feet.

The real property so described shall hereinafter be referred to as the “Subject Real Estate.”

2. Project Specifications

2.1. Redevelopment Commission’s Goals:

2.1.1. The Redevelopment Commission’s goal for the Subject Real Estate is to create a pedestrian-oriented residential development to increase the housing opportunities near downtown. Limited commercial development is also acceptable. However, the primary focus of any proposal must be the construction of residential units. The exact mix of uses, housing density, and price points will be up to the entity submitting a proposal.

2.2. Redevelopment Details:

2.2.1. Area Description – The Subject Real Estate consists of one-half block of vacant land just west of main Street in downtown Goshen. The total acreage for the available real estate is approximately 0.69 acres and was originally developed as residential lots. The City has demolished the homes that previously were on the Subject Real Estate.

2.2.2. Access – It is anticipated that access to the project would be from West Jefferson, as Third Street is a state roadway controlled by INDOT with a center median. Public parking is available in the downtown area but it is anticipated that the proposed development will incorporate parking into the redevelopment plan.

2.2.3. Utilities – Both public water and sewer are available to serve the Subject Real Estate. Details regarding location of existing water and sewer mains is available upon request. Due to limited stormwater system capacity in the area, all stormwater must be maintained on the Subject Real Estate.

2.2.4. Zoning – The subject properties are zoned Commercial B-2. The pertinent section of the Zoning Ordinance detailing regulations for the B-2 district can be found [here](#).

2.2.5. Environmental Conditions – There is an environmental restrictive covenant in place for the Subject Real Estate due to the proximity to an old dry cleaner that was located on the east side of South Third Street. The restrictions for the Subject Real Estate include (1) no daycare or educational facilities; (2) no drinking water wells; (3) no agricultural activities; and (4) residential dwellings shall be permitted

only if a vapor mitigation is installed for the site. Further information is available upon request.

3. Submission of Proposals

3.1. Any proposal for the purchase of the Subject Real Estate shall be submitted to Becky Hutsell, Redevelopment Director, at 204 E. Jefferson Street, Suite 6, Goshen, Indiana 46528 no later than 12:00 p.m. (noon) August 12, 2025. The proposal shall be submitted in a sealed envelope clearly marked as "Proposal to Purchase Third and Jefferson Property."

3.2. Each proposal must include the following:

3.2.1. A signed cover letterhead that includes the following:

- 3.2.1.1. The entity's name, address, and telephone number;
- 3.2.1.2. The name of the person authorized to submit/sign the proposal, along with this person's title, telephone number, and email address;
- 3.2.1.3. The entity's Federal ID Number; and
- 3.2.1.4. The entity's State ID Number.

3.2.2. A detailed description of the intended use and development of the Subject Real Estate, including the following:

- 3.2.2.1. A conceptual plan with as much detail as possible, including land uses, building designs, building elevations, and a description of how the development complements and interacts with the surrounding area.
- 3.2.2.2. All improvements to be made to the Subject Real Estate including new structures to be constructed.
- 3.2.2.3. A description of the components of the development plan that includes information about the building design, size, density, and amenities.
- 3.2.2.4. A project budget, including estimated soft costs and construction expenses.

3.2.3. A proposed timeline for the development of the Subject Real Estate, including any conditions that must be met before the proposal can be commenced. The schedule should include:

- 3.2.3.1. Time needed to obtain financing.
- 3.2.3.2. Land use approvals.
- 3.2.3.3. Design completion.
- 3.2.3.4. Site preparation.
- 3.2.3.5. Start and completion of construction.

3.2.4. The price to be paid for the purchase of the Subject Real Estate.

- 3.2.5. A financial statement that is specific enough so that a proper determination of the entity's financial capability to fulfill the obligation of the proposal.
- 3.3. The proposal shall address all issues contained in the Request for Proposals. Any exceptions to the terms of the Request for Proposals should be clearly noted.
- 3.4. Any modifications made to a proposal before submission must be initialed in ink by the submitting entity's authorized representative. A submitting entity may, upon written request, modify or withdraw their proposal at any time prior to the opening date and time. A request to modify or withdraw a proposal must be signed by the same person or persons who signed the original proposal submitted. No proposal may be modified or withdrawn after the opening of the proposals.
- 3.5. Redevelopment may require a person or entity submitting a proposal to revise one or more elements of its proposal in accordance with contract negotiations. Redevelopment reserves the right to evaluate proposals for a period of sixty (60) days before deciding which proposal, if any, to accept. Proposals shall be maintained through the evaluation period.
- 3.6. All proposals submitted become the property of the City of Goshen and are a matter of public record.
- 3.7. The City of Goshen and Redevelopment is not responsible for late or lost proposals due to mail service inadequacies, traffic, or other similar reasons. Proposals received after the designated time will not be considered in the selection process.
4. Terms and Conditions to be Addressed of Accepted by Proposal
- 4.1. Term of Purchase – Redevelopment has conducted appraisals of the Subject Real Estate and has determined that the fair market value of the Subject Real Estate is One Hundred Seventy One Thousand Six Hundred Sixty Seven Dollars (\$171,667.00). The price included in a proposal for the purchase of the Subject Real Estate must be equal to or exceed this amount.
- 4.2. Condition of the Subject Real Estate
- 4.2.1. The proposal to purchase must be for the Subject Real Estate in its present condition.
- 4.2.2. Any sale of the Subject Real Estate will be conditioned on the development of the parcels in accordance with the development plan described in the proposal. A proposal may be conditional upon the City of Goshen granting specific itemized zoning variances or rezoning.

4.3. Use of Subject Real Estate

4.3.1. The proposed development must be constructed in compliance with all applicable laws and regulations of any government entity or public authority, including Indiana Building Codes, City of Goshen Ordinances, Policies, and Standards, including Zoning Ordinances, Subdivision Standards, Landscaping Ordinances, Construction Site Stormwater Runoff Control Ordinances, and Post Construction Stormwater Management Ordinances.

4.3.2. Purchaser must not use the Subject Real Estate and any adjacent area in a manner that would be reasonably offensive to the owners or users of the neighboring real estate or would tend to create a nuisance.

4.4. Construction of Infrastructure – The selected entity must construct any needed water building lines, sewer building lines, and storm water facilities for any structure constructed on the Subject Real Estate. The selected entity must construct sidewalks to City specifications adjacent to the parcels, along all dedicated public streets.

4.5. Indemnification – The successful proposal must hold the City of Goshen and Redevelopment harmless from any loss, claim, damage, or expense arising from the development and/or use of the Subject Real Estate.

4.6. Proposals Submitted by a Trust – Any proposal submitted by a trust must identify each beneficiary of the trust and whether the settlor is empowered to revoke or modify the trust.

4.7. Purchase Agreement – The successful person or entity submitting a proposal will be required to enter into a purchase agreement incorporating the terms of the Request for Proposals, the terms included in the successful proposal, and any other provisions deemed appropriate by Redevelopment.

5. Requests for Clarifications and Addenda

5.1. Entities intending to submit proposals who have questions or are interested in touring the site should contact Becky Hutsell, Redevelopment Director for the City of Goshen.

5.2. All requests for clarification to this solicitation must be received at least one (1) week before the opening date to allow for the issuance of any addendums determined by Redevelopment to be necessary. A Proposer shall rely only on written addenda issued by Becky Hutsell, Redevelopment Director, Requests shall be made in writing and may be directed to:

Becky Hutsell, Redevelopment Director
City of Goshen Redevelopment Commission

204 East Jefferson Street, Suite 6
Goshen, Indiana 46528
Email: beckyhutsell@goshencity.com

- 5.3. Interpretations or clarifications determined necessary by the City will be issued by addenda mailed or otherwise delivered to all parties recorded by Redevelopment as having received the proposal documents. Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

6. Selection Process and Schedule

- 6.1. The proposals received by Redevelopment will be opened by the Goshen Redevelopment Commission in public at the Commission's meeting on August 12, 2025, commencing at 3:00 p.m. in the Goshen City Court Room/Council Chambers at 111 East Jefferson Street, Goshen, Indiana. If no proposal meets the minimum offer price, additional proposals will be received until 3:30 p.m. on September 11, 2025, and will be opened by the Board of Public Works and Safety at their meeting on September 11, 2025, commencing at 4:00 p.m. in the Goshen City Court Room/Council Chambers at 111 East Jefferson Street, Goshen, Indiana. After accepting proposals for the additional period, the Redevelopment Commission may select the highest and best proposal using the criteria set forth in this section with no minimum price.
- 6.2. The proposals will be considered by the Goshen Redevelopment Commission. The Redevelopment Commission reserves the right to refer the proposals received to Becky Hutsell, Redevelopment Director, and such other staff as the Commission deems appropriate to review the proposals and make a recommendation to the Redevelopment Commission. The Commission may also refer the proposal to a committee appointed by the Commission for further evaluation and recommendation. The Commission reserves the right to interview the parties submitting proposals or to request the parties submitting proposals to provide supplemental information.
- 6.3. This Request for Proposals does not commit Redevelopment to sell the Subject Real Estate. Redevelopment reserves the right to accept or reject any or all proposals received, to negotiate with qualified persons or entities who submit a proposal, or to cancel the Request for Proposals. Redevelopment may require a person or entity submitting a proposal to submit any additional data or information Redevelopment deems necessary.
- 6.4. In determining which proposal is the highest and best proposal, Redevelopment will consider the following:

- 6.4.1. The experience, the financial capacity, and the organizational capacity of the entity submitting the proposal to successfully plan, construct, and complete the proposed development.
- 6.4.2. The overall quality of the submission and the extent to which the proposed development is compatible with the existing neighborhood.
- 6.4.3. The entity's plans and ability to improve the Subject Real Estate with reasonable promptness.
- 6.4.4. The proposed completion date for the project.
- 6.4.5. The size and character of the improvements proposed to be made on the Subject Real Estate and/or improvements.
- 6.4.6. Whether adequate parking for the development is included in the plan.
- 6.4.7. The proposed purchase price to be paid to Redevelopment.
- 6.4.8. Whether the entity submitting the proposal is a trust and whether the submission identifies the beneficiary of the trust and whether the settlor is empowered to revoke or modify the trust.
- 6.4.9. The nature of any variance or rezoning requested.
- 6.4.10. Whether any proposed lease of the Subject Real Estate will further Redevelopment's plan for the development of the surrounding area.
- 6.4.11. Whether the proposed purchase will serve the interest of the community.
- 6.4.12. What economic impact the proposed purchase will have on the community.

7. General

7.1. Conflict of Interest/Non-Collusion

- 7.1.1. By submitting a proposal, an entity certifies that the entity has not entered into combination or agreement relative to the price to be proposed nor taken any action to prevent a person from submitting a proposal; or to induce person to refrain from submitting a proposal.
- 7.1.2. Each proposal must be made without reference to any other proposal, unless specifically so indicated.

7.1.3. By submitting a proposal, an entity certifies that they are not in a situation where the submitting entity's private interest would interfere with its loyalty or responsibilities to the City of Goshen or raise questions about such interference. The submitting entity agrees not to accept work, enter into a contract, accept an obligation, or engage in any activity, paid or unpaid, that is inconsistent or incompatible with the submitting entity's obligations to, or the scope of services to be rendered to, the Redevelopment Commission. The submitting entity shall warrant that, to the best of their knowledge, there is no other contract or duty on the submitting entity's part that conflicts with or is inconsistent with the services sought to be provided to Redevelopment.

7.1.4. The submitting entity, if selected, must sign and have notarized the Conflict of Interest / Non-Collusion Affidavit, which is attached hereto to as Attachment B.

7.2. Applicable Laws – Any contract resulting from a proposal submitted will be construed in accordance with and governed by the laws of the State of Indiana.

7.3. Trusts – In accordance with Indiana Code § 36-7-14-22, a proposal submitted by a trust (as defined in I.C. § 30-4-1-1) must identify the beneficiary of the trust and indicate whether the settlor is empowered to revoke or modify the trust.

7.4. Costs for Submitting Proposal – The City of Goshen or its Redevelopment Commission will not be liable for any costs incurred by the respondents in replying to this Request for Proposals. The City of Goshen or its Redevelopment Commission are not liable for any costs for work or services performed by the selected Proposer prior to the award of a contract.

7.5. Authority to Bind Submitting Entity – The signatory for the entity submitting a proposal represents that he or she has been duly authorized to execute the proposal documents on behalf of the submitting entity and has obtained all necessary or applicable approvals to make this submission on behalf of said entity when his or her signature is affixed to the proposal.

ATTACHMENT A



ATTACHMENT B

NON-COLLUSION AFFIDAVIT

The individual person(s) executing this Proposal, being first duly sworn, depose(s) and state(s) that the Offeror has not directly or indirectly entered into a combination, collusion, undertaking or agreement with any other Offeror or person (i) relative to the price(s) proposed herein or to be proposed by another person, or (ii) to prevent any person from proposing, or (iii) to induce a person to refrain from proposing; and furthermore, this Proposal is made and submitted without reference to any other Proposals and without agreement, understanding or combination, either directly or indirectly, with any persons with reference to such proposing in any way or manner whatsoever.

By: _____ Date: _____

Its: _____

STATE OF _____)
) SS:
COUNTY OF _____)

Subscribed and sworn to before me, a Notary Public in and for said County and State, on this, the _____ day of _____, 2025.

Printed: _____
My commission expires: _____
Resident of _____ County, Indiana



Jose' D. Miller

Chief of Police

111 E Jefferson St
Goshen, Indiana 46528

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

Date: September 11, 2025

From: Jose' Miller, Chief of Police

Reference: Awards Presentation

To the Board of Public Works and Safety we would like to recognize two members of our department whose actions exemplify the highest standards of courage, quick thinking, and devotion to the safety of our community.

On August 4, 2025, at approximately 3:05 p.m., officers responded to a dangerous domestic incident involving threats of violence with weapons at Kansas Drive in Goshen. During this unfolding situation, family members of the accused were trapped in an upstairs bedroom, terrified and at risk as threats escalated.

It was during this critical moment that **Detective Adam Johnson and Patrolman Will Miller** placed themselves in significant danger to save their lives. When the victims attempted to escape from a second-story window, these officers did not hesitate. They ran toward the danger, positioned themselves below the window, and personally assisted in evacuating three family members. Together, they helped three individuals escape from the second-story window, removing them from imminent harm and ensuring their survival in what could have otherwise could've been a tragic outcome.

Their selfless actions—rushing to the aid of those in need despite the real and present threat—demonstrate the very essence of what it means to serve and protect. In those moments, Detective Adam Johnson and Patrolman William Miller embodied the courage and commitment that define the men and women of law enforcement and our department.

For their extraordinary bravery and decisive actions in saving the lives of the victims, we are proud to present Detective Adam Johnson and Patrolman William Miller with the **Meritorious Service Award**.

Please join me in honoring these two outstanding officers for their heroism and dedication to the people of Goshen.

Respectfully,

A handwritten signature in black ink, appearing to be 'Jose Miller', with a stylized, flowing script.

Jose' Miller #116
Chief of Police
Goshen City Police Department
111 E. Jefferson Street
Goshen, IN. 46528

Telephone: (574) 533-8661

Hearing Impaired: (574) 533-1826

FAX: (574) 533-1826



Jose' D. Miller

Chief of Police

111 E Jefferson St
Goshen, Indiana 46528

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

Date: September 11, 2025

From: Jose' Miller, Chief of Police

Reference: Promotion of William (Will) T. Miller #199 to Sergeant

I respectfully request that the Goshen Board of Public Works and Safety approve the promotion of Officer Will T. Miller from the rank of Patrol Officer to the rank of Sergeant, retroactive to September 5, 2025.

Officer W. Miller has served with the Goshen Police Department for approximately five (5) years. Throughout his tenure, he has consistently demonstrated exceptional dedication, professionalism, and commitment to both this department and the Goshen community.

Officer Miller has taken on additional responsibilities at the department to include serving as Evidence Technician, and more recently a Field Training Officer. I am confident that he will make an excellent addition to the leadership of our department, bringing both experience and dedication to our mission of serving the community."

Miller will be present for the Board of Works Meeting.

Respectfully,

Jose' Miller #116

Chief of Police

Goshen City Police Department
111 E. Jefferson Street
Goshen, IN. 46528

Telephone: (574) 533-8661

Hearing Impaired: (574) 533-1826

FAX: (574) 533-1826



Jose' D. Miller

Chief of Police

111 E Jefferson St
Goshen, Indiana 46528

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

Date: September 11, 2025

From: Jose' Miller, Chief of Police

Reference: Promotion of Justin T. Rayl #204 to Sergeant

I respectfully request that the Goshen Board of Public Works and Safety approve the promotion of Officer Justin T. Rayl #204 from the rank of Patrol Officer to the rank of Sergeant, retroactive to September 5, 2025.

Officer Rayl has served with the Goshen Police Department for more than five (5) years. Throughout his tenure, he has consistently demonstrated exceptional dedication, professionalism, and an unwavering commitment to both this department and the Goshen community. His service as a Drone Pilot, S.W.A.T. Operator and as a Field Training Officer has strengthened the operational capabilities of our department while enhancing the training and readiness of newer officers. These contributions highlight his strong leadership, his ability to mentor others, and his steadfast dedication to excellence in law enforcement.

With this proven record of service and leadership, he will be an outstanding addition to the leadership team of the Goshen Police Department, advancing our mission to protect and serve with integrity, honor, and commitment.

Miller will be present for the Board of Works Meeting.

Respectfully,

Jose' Miller #116

Chief of Police

Goshen City Police Department
111 E. Jefferson Street
Goshen, IN. 46528



Jose' D. Miller

Chief of Police

111 E Jefferson St
Goshen, Indiana 46528

TO: Goshen Board of Public Works & Safety

Mayor Gina Leichty
Member Mike Landis
Member Mary Nichols
Member Barb Swartley
Member Orv Myers

Date: September 11, 2025

From: Jose' Miller, Chief of Police

Reference: The Promotion of Officer Nicholas Hess #237 from Probationary Patrol Officer to Patrol Officer

I respectfully request the Board of Public Works and Safety approve the promotion of Officer Nicholas Hess #237 from the position of Probationary Patrol Officer to the rank of Patrol Officer, effective September 16, 2025.

Over the past twelve (12) months, Officer Hess has successfully completed his probationary period. During this time, he has consistently demonstrated a strong work ethic, sound judgment, and a clear commitment to the mission of the Goshen Police Department. His professional conduct and reliable performance have proven that he will continue to serve as a valuable asset to both the department and the community we protect

Respectfully,

Jose' Miller #116

Chief of Police

Goshen City Police Department
111 E. Jefferson Street
Goshen, IN. 46528

Telephone: (574) 533-8661

Hearing Impaired: (574) 533-1826

FAX: (574) 533-1826



211 S. Fifth St. | Goshen, IN 46528 | 574-538-1350

September 2nd 2025

To the City of Goshen Board of Works & Safety:

Janus Motorcycles would like to close the parking lot North of our building for our annual owners rally, same as last year starting at 5pm on Friday September 19th through Sunday September 21st at noon. It would be closed to the general public and used for our attendees motorcycles only. All businesses that use this parking lot will be notified by the end of the day Thursday (9/4/2025) of my hopeful plan in writing and in person. On the night of Saturday the 20th there will be a free community party open to the public where folks might walk around in the parking lot to see all of these Janus Motorcycles in one spot and enjoy live music.

I am aware that the utility section of the parking lot (4 marked spaces along with handicap parking spots) will need to stay open to be helpful for residents until the close of their regularly scheduled hours (5pm). I will request the full parking lot to be barricaded off until Sunday September 21st.. The parking lot would be gated off, but the alley would not be blocked in any way.

I would like to request the use of 12 cones with 12 no parking signs and I would also like to request the use of 10 City of Goshen barricades delivered on September 16th or 17th. I am more than happy to help aid in the transportation of these items.

Sincerely,

Grant Longenbaugh
President
Janus Motorcycles

PATIO

JANUS
BUILDING

PARKING LOT

ALLEY (NOT BLOCKED)

August 28, 2025

City of Goshen
Board of Works and Safety and Stormwater Board
202 S. Fifth Street
Goshen, IN 46528

Attention: Board of Works Members

**RE: CLAYTON CHRISMAN & MORGAN BREW @ 605 SKYVIEW DRIVE
REQUEST FOR BOARD OF WORKS HARD SURFACE POLICY RELIEF**

Dear Board Members,

We are the property owners of a residential property at 605 Skyview Drive and are writing to respectfully request relief from the Board of Works and Safety's Hard Surface Policy to install gravel access to our accessory building. Our existing driveway is 12 feet in width, and we intend to widen the driveway within the right-of-way to 24 feet meeting the city's hard surface requirement as detailed in City detail RD-402 through RD-404. Beyond the right-of-way, we would like to install a gravel surface from the existing concrete driveway east towards the existing accessory building. By the accessory building, we further propose the installation of hard surface for a patron parking area supporting a proposed single chair hair styling station as part of a home business.

In accordance with the Board of Works Hard Surface Policy, we are requesting relieve from the policy based on Item 6c. It is our position; this request is unique based on:

- The requested gravel surface will extend to an accessory building from an existing hard surface driveway, and
- Granting relief from the existing standards and specifications would not be injurious to public health, safety, and general welfare, and
- The gravel driveway will not affect the aesthetic appeal of the neighborhood as we are proposing the addition of gravel outside the public right-of-way, and the gravel will be installed east of the home's frontage.

As an examples of non-conforming driveways on Skyview Drive, we offer the neighboring property at 604 Skyview Drive. This driveway is a gravel two track off the cul-de-sac back to the accessory structure and home. Additionally, there is an accessory structure at 903 Skyview Drive that was installed with a gravel drive from the roadway back to the building. In conversation with Goshen Engineering, this driveway may not have been permitted. Still, it exists today as a non-conforming access. Example images of these drives are provided.



Figure 1 - 604 Skyview Drive - Two Track Drive



Figure 2 - 903 Skyview Drive - Gravel to Accessory Building

We appreciate the Board's consideration of this request. A representative will be present at the Board meeting to provide additional information and answer any questions.

Sincerely,
Clayton Chrisman
Property Owners, 605 Skyview Drive
Clayton.chrisman@icloud.com Cell # 574-238-3647

August 28, 2025

City of Goshen
Board of Works and Safety and Stormwater Board
202 S. Fifth Street
Goshen, IN 46528

Attention: Board of Works Members

**RE: CLAYTON CHRISMAN & MORGAN BREW @ 605 SKYVIEW DRIVE
REQUEST FOR SUBORDINATE SEWER TAP & WATER TAP IN
ACCORDANCE WITH SEWER ORDINANCE 4333 SECTION 3.03(M) &
WATER ORDINANCE 4290 SECTION 1(F) & 1(H)(1)**

Dear Board Members,

We are the property owners of 605 Skyview Drive and are writing to respectfully request approval to connect our accessory structure to the property's existing public water and sewer service lines.

The accessory structure is currently used for storage, but we would like to partially convert it into a workspace for a one-chair hair salon. While hair styling is permitted as a home occupation within a residence, we will be seeking approval from the Board of Zoning Appeals to locate the workspace in the accessory garage. This will allow for appropriate separation between our living space and business use. To facilitate this, a sewer and water connection to the primary structure's lines will be necessary.

We recognize that City Ordinance 4333, Section 3.03(M) and Ordinance 4290, Section 1(F) govern utility connections to subordinate structures. As utility customers, we and any future owners agree to comply fully with all current and future water and sewer ordinances. We therefore request the Board's permission to connect the accessory structure to the primary structure's existing public water and sewer services.

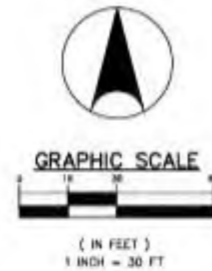
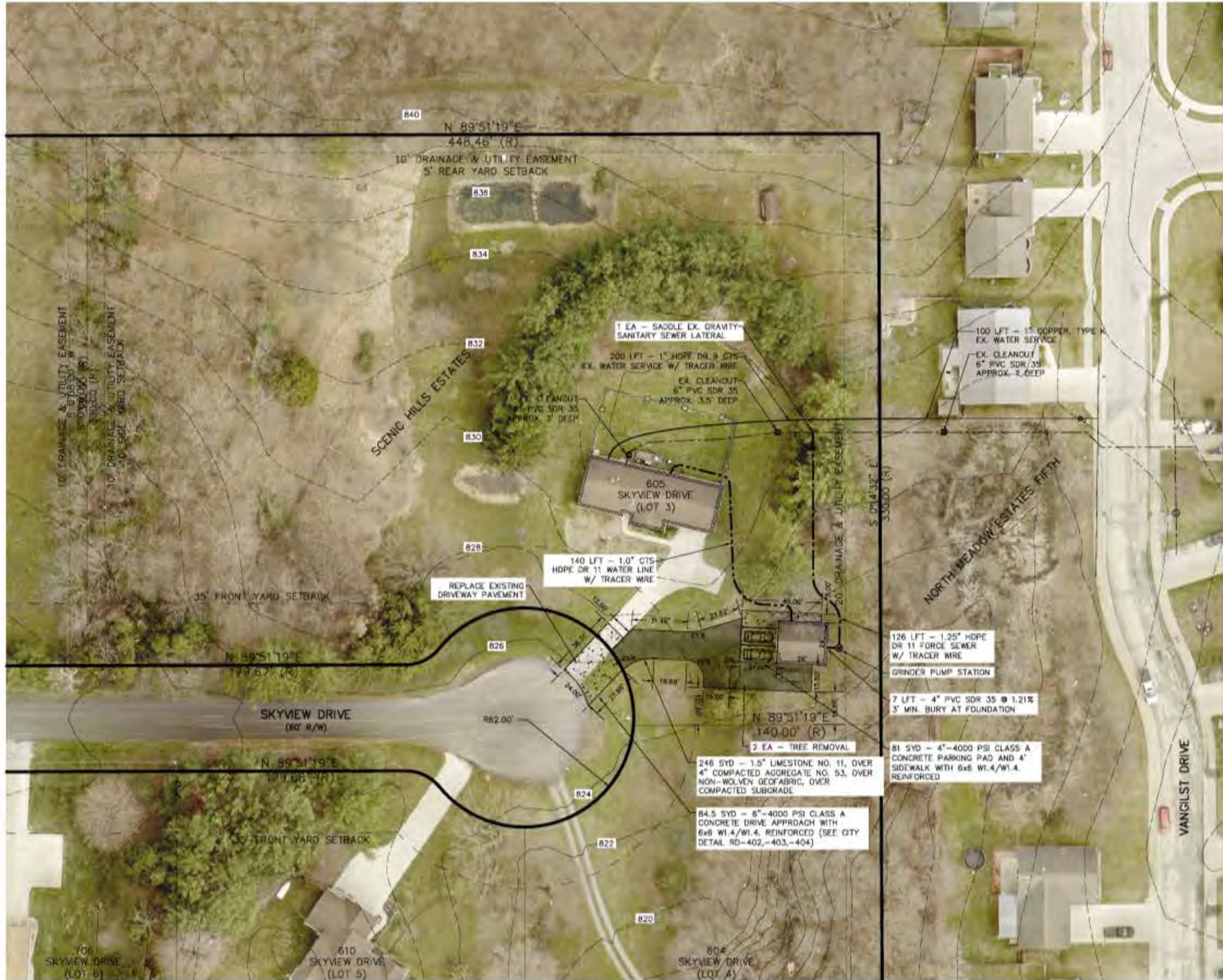
We also understand and accept that, as a condition of approval, separate utility connections will be required should either structure ever be parceled from the other. In addition, to allow the accessory structure to connect to the existing gravity sanitary sewer lateral, a sewage pump will be required. We propose to discharge directly into the sewer lateral along the east property line. We further acknowledge that any water or sewer piping or pumps associated with the accessory structure will not be eligible for coverage under the City's water and sewer utility replacement protection plan.

We appreciate the Board's consideration of this request. A representative will be present at the Board meeting to provide additional information and answer any questions.

Sincerely,

Clayton Chrisman

Property Owners, 605 Skyview Drive
Clayton.chrisman@icloud.com / 574-238-3647



DRAWINGS PRODUCED
ON 11"x17" PAPER ARE
HALF (1/2) SIZE

PROPERTY INFORMATION

SUBDIVISION

SCENIC HILLS ESTATES, A PART OF THE WEST 1/2 OF
THE SOUTHWEST 1/4, SECTION 4, TOWNSHIP 36,
RANGE 6 EAST, PLATTED AUGUST 13, 1979

SETBACKS

FRONT YARD - SKYVIEW ROAD - 35'
REAR YARD - 10'
SIDE YARD - 10'

ZONING

RESIDENTIAL R-1

PROPERTY COVERAGE

PARCEL AREA - 139,392 SFT
STRUCTURE - 1960 SFT
COVERAGE PERCENTAGE - 1.41%

UTILITY CARD INFORMATION

SANITARY SEWER

INSTALLATION YEAR - 07/22/2002
PLUMBER - TAYLORS MAINLINE
SEWER LATERAL IN R/W - POLYVINYL CHLORIDE (PVC)
SEWER LATERAL ON PROPERTY - POLYVINYL CHLORIDE (PVC)
DEPTH OF SEWER MAIN - UNKNOWN
DEPTH OF LATERAL AT CURB - 3'
DEPTH OF LATERAL AT HOUSE - 2'

WATER SERVICE

INSTALLATION YEAR - 06/28/2005
PLUMBER - UNKNOWN
WATER MATERIAL PUBLIC SIDE - 1" COPPER
WATER MATERIAL CUSTOMER SIDE - 1" HDPE DR 9 CTS
W/ TRACER WIRE
WATER SERVICE FROM WATER MAIN TO CURB STOP
NOTED TO BE COPPER. SERVICE ENTRY INTO HOME IS
COPPER.

OWNER
DEVELOPED
PLAN

No.	Revision	Pre-bid	Post-bid	Date

ELKHART CO,
ELKHART TWP
HOME BUSINESS
IN ACCESSORY BUILDING
1 CHAIR HAIR SALON

CHRISMAN PROPERTY
605 SKYVIEW DRIVE

SITE PLAN

Project No	2025-0001
Approved by	DKS
Designed by	DKS
Drafted by	DKS
Date	SEPT/2025
Scale	1" = 20'
Sheet	V100



**ENGINEERING DEPARTMENT
CITY OF GOSHEN**

204 East Jefferson Street, Suite 1 • Goshen, IN 46528-3405
Phone (574) 534-2201 • Fax (574) 533-8626
engineering@goshencity.com • www.goshenindiana.org

MEMORANDUM

TO: Goshen Board of Public Works & Safety

FROM: Goshen Engineering

RE: **DESIGN SERVICES AGREEMENT WITH DONOHUE
WATER SYSTEM UPGRADE & EXPANSION 2025 - SOUTH WELLFIELD
(JN: 2023-0040)**

DATE: September 11, 2025

Approval is sought to enter into an agreement with Donohue for Phase I, Detailed Design Services for the **WATER SYSTEM UPGRADE & EXPANSION 2025 - SOUTH WELLFIELD** project. Their services are for hydraulic studies and design, building and piping design, the creation of Bid Documents, managing the project through the bidding phase, and assisting with contractor selection for the following:

- Construction of a new South Well Field and Water Treatment Plant (WTP)
- Replacement of the Hilltop Booster Station
- Groundwater drainage improvements at the Hilltop Storage Tank
- Aquifer modeling, and distribution system modeling
- Utility upgrades to connect the new facility to existing Water Distribution, sewer, and Electrical systems

In July 2025, the IFA notified the City that the project planning and design phase for our project qualified for an “emerging contaminants” grant due to trace levels of PFAS in one of the wells at the North Plant. This project will set the stage to ultimately eliminate the North Wellfield. Therefore, any part of the project scope that would replace the North Wellfield is eligible for grant funding. It was determined that nearly 80% of the design fee could be covered by the grant (\$2.9MM) with 13% (\$473,000) covered by applying remaining funds from an existing SRF account and the remaining 7% (\$274,000) would be paid from Water Department funds.

Requested Motion: Approve and authorize the Mayor to sign the attached agreement with Donohue for \$3,655,100 to provide detailed design and bid support services for the Water System Upgrade & Expansion 2025 - South Wellfield project.

**AGREEMENT WITH DONOHUE & ASSOCIATES, INC. FOR
PROFESSIONAL DESIGN AND BIDDING SERVICES FOR THE
2025 WATER SYSTEM UPGRADE**

THIS AGREEMENT is entered into on _____, 2025, which is the date of the last signature set forth on the signature page, by and between **Donohue & Associates, Inc.** (“Consultant”), whose mailing address is 8365 Keystone Crossing, Suite 104, Indianapolis, IN 46240, and **City of Goshen, Indiana** (“City”), a municipal corporation and political subdivision of the State of Indiana acting through the Goshen Board of Public Works and Safety.

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

Section 1. Scope of Services

Consultant shall provide City professional design and bidding services for the 2025 water system upgrade, which services are more particularly described in Consultant’s August 28, 2025 proposal attached as Exhibit A (hereinafter referred to as “Duties”).

In the event of any conflict between the terms of this agreement and the terms contained in the proposal attached as Exhibit A, the terms set forth in this agreement shall prevail.

Section 2. Effective Date; Term

- (A) The agreement shall become effective on the day of execution and approval by both parties.
- (B) Consultant acknowledges that time is of the essence and that the timely performance of its Duties is an important element of this agreement. Consultant shall perform all Duties as expeditiously as is consistent with professional skill and care in the orderly progress of the Duties.

Section 3. Compensation

- (A) City will compensate Consultant for the time and materials based on the standard hourly rates set forth in paragraph B above, and the actual hours worked, but in no event will the total compensation exceed Three Million Six Hundred Fifty-Five Thousand One Hundred Dollars (\$3,655,100).

(This space intentionally left blank.)

(B)

Donohue & Associates		Arcadis	
Classification	2025 Hourly Rate*	Classification	2025 Hourly Rate*
Engineer/Specialist IX	\$285	Director	\$325
Engineer/Specialist VIII	\$265	Principal Engineer/Architect/Consultant 2	\$300
Engineer/Specialist VII	\$245	Principal Engineer/Architect/Consultant 1	\$265
Engineer/Specialist VI	\$230	Senior Engineer/Architect/Consultant	\$205
Engineer/Specialist V	\$210	Project Engineer/Architect/Consultant	\$190
Engineer/Specialist IV	\$195	Staff Engineer/Architect/Consultant	\$180
Engineer/Specialist III	\$180	Engineer/Architect/Consultant 2	\$165
Engineer/Specialist II	\$160	Engineer/Architect/Consultant 1	\$145
Engineer/Specialist I	\$140	Technician//Designer/Project Assistant IV	\$180
Technician II	\$125	Technician/Designer/Project Assistant III	\$150
Technician I	\$105	Technician/Designer/Project Assistant II	\$135
Administrative Assistant III	\$105	Technician/Designer/Project Assistant I	\$125
Administrative Assistant II	\$95	CADD Technician/Designer	\$ 75
Administrative Assistant I	\$85		

Section 4. Payment

- (A) City agrees with Consultant's terms in Part III of Exhibit A. City shall pay Consultant for each phase of Duties satisfactorily completed under this agreement as Duties progress.
- (B) Consultant shall submit to City a detailed invoice upon completion of the Duties to the following address, or at such other address as City may designate in writing:
- City of Goshen
c/o Goshen Engineering Department
204 East Jefferson Street, Suite 1
Goshen, IN 46528
Email is also acceptable at engineering@goshencity.com
- (C) Provided there is no dispute on amounts due, payment will be made to Consultant within forty-five (45) days following City's receipt of a detailed invoice for all Duties satisfactorily completed. If any dispute arises, the undisputed amount will be paid. Payment is deemed to be made on the date of mailing the check.
- (D) Consultant is required to have a current W-9 form on file with the Goshen Clerk-Treasurer's Office before City will issue payment.

Section 5. Ownership of Documents

All documents, records, applications, plans, drawings, specifications, reports, and other materials, regardless of the medium in which they are fixed, (collectively “Documents”) prepared by Consultant or Consultant’s employees, agents or subconsultants under this agreement, shall become and remain the property of and may be used by City. Consultant may retain a copy of the Documents for its records. Use of final documents on other projects shall be at the sole risk of the City.

Section 6. Licensing/Certification Standards

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

Section 7. Independent Consultant

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

Section 8. Non-Discrimination

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

Section 9. Employment Eligibility Verification

- (A) Consultant shall enroll in and verify the work eligibility status of all Consultant’s newly hired employees through the E-Verify program as defined in Indiana Code § 22-5-1.7-3. Consultant is not required to participate in the E-Verify program should the program cease to exist. Consultant is not required to participate in the E-Verify program if Consultant is self-employed and does not employ any employees.

- (B) Consultant shall not knowingly employ or contract with an unauthorized alien, and Consultant shall not retain an employee or continue to contract with a person that the Consultant subsequently learns is an unauthorized alien.
- (C) Consultant shall require their subconsultants, who perform work under this contract, to certify to the Consultant that the subconsultant does not knowingly employ or contract with an unauthorized alien and that the subconsultant has enrolled and is participating in the E-Verify program. Consultant agrees to maintain this certification throughout the duration of the term of a contract with a subconsultant.
- (D) City may terminate the contract if Consultant fails to cure a breach of this provision no later than thirty (30) days after being notified by City of a breach.

Section 10. Contracting with Relatives

Pursuant to Indiana Code § 36-1-21, if the Consultant 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 Consultant certifies that Consultant has notified both the City of Goshen elected official and the City of Goshen Legal Department of the relationship prior to entering into this agreement.

Section 11. No Investment Activities in Iran

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

Section 12. Indemnification

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

To the fullest extent permitted by law, City and Consultant each agree to indemnify the other party and the other party's officers, directors, partners, employees, and representatives, but not defend, from and against losses, damages, and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are found to be caused by a negligent act, error, or omission of the indemnifying party or any of the indemnifying party's officers, directors, members, partners, agents, employees, or subconsultants in the performance of services under this Agreement. If claims, losses, damages, and judgments are found to be caused by the joint or concurrent negligence of the City and Consultant, they shall be borne by each party in proportion to its negligence.

Section 13. Insurance

- (A) Prior to commencing work, the Consultant 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) Consultant 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, \$2,000,000 each occurrence and \$4,000,000 aggregate. The City of Goshen is to be named as an additional insured.
 - (3) Automobile Liability - Combined Bodily Injury and Property Damage, \$1,000,000 each occurrence and \$2,000,000 aggregate. The City of Goshen is to be named as an additional insured.
 - (4) Professional Liability, \$5,000,000 each claim and \$10,000,000 aggregate
 - (5) Excess Umbrella Coverage - \$6,000,000 each occurrence and aggregate

Section 14. Force Majeure

- (A) Except for payment of sums due, neither party shall be liable to the other or deemed in default under this contract if and to the extent that such party's performance under this contract is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the party and could not have been avoided by exercising reasonable diligence. Examples of force majeure are natural disasters or decrees of governmental bodies not the fault of the affected party.
- (B) If either party is delayed by force majeure, the party affected shall provide written notice to the other party immediately. The notice shall provide evidence of the force majeure event to the satisfaction of the other party. The party shall do everything possible to resume performance. If the period of non-performance exceeds thirty (30) calendar days, the party whose ability to perform has not been affected may, by giving written notice, terminate the contract and the other party shall have no recourse.

Section 15. Default

- (A) If Consultant fails to perform the services or comply with the provisions of this agreement, then Consultant may be considered in default.
- (B) It shall be mutually agreed that if Consultant fails to perform the services or comply with the provisions of this contract, City may issue a written notice of default and provide a period of time that shall not be less than fifteen (15) days in which Consultant shall have the opportunity to cure. If the default is not cured within the time period allowed, the contract may be terminated by the City. In the event of default and failure to satisfactorily remedy the default after receipt of written notice, the City may otherwise secure similar services in any manner deemed proper by the City, and Consultant shall be liable to the City for any excess costs incurred

- (C) Consultant may also be considered in default by the City if any of the following occur:
- (1) There is a substantive breach by Consultant of any obligation or duty owed under the provisions of this contract.
 - (2) Consultant is adjudged bankrupt or makes an assignment for the benefit of creditors.
 - (3) Consultant becomes insolvent or in an unsound financial condition so as to endanger performance under the contract.
 - (4) Consultant 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 Consultant or any of Consultant's property.
 - (6) Consultant is determined to be in violation of federal, state, or local laws or regulations and that such determination renders Consultant unable to perform the services described under these Specification Documents.
 - (7) The contract or any right, monies or claims are assigned by Consultant without the consent of the City.

Section 16. Termination

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

Section 17. Notice

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

City:

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

Consultant:

Donohue & Associates, Inc.
Attention: Jeremy Roschyk
101 W Ohio Street, Suite 1650
Indianapolis, Indiana 46204

Section 18. Subcontracting or Assignment

Consultant shall not subcontract or assign any right or interest under the agreement, including the right to payment, without having prior written approval from City. Any attempt by Consultant to subcontract or

assign any portion of the agreement shall not be construed to relieve Consultant from any responsibility to fulfill all contractual obligations.

Section 19. Amendments

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

Section 20. Waiver of Rights

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

Section 21. Applicable Laws

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

Section 22. Miscellaneous

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

Section 23. Severability

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

Section 24. Binding Effect

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

Section 25. Entire Agreement

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

Section 26. Authority to Execute

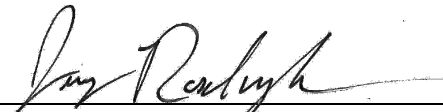
The undersigned affirm that all steps have been taken to authorize execution of this agreement, and upon the undersigned's execution, bind their respective organizations to the terms of the agreement.

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

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

Donohue & Associates, Inc.

Gina M. Leichty, Mayor



Jeremy Roschyk, Vice President

Date Signed: _____

Date Signed: September 4, 2025

Exhibit A



PROFESSIONAL DESIGN SERVICES PROPOSAL

Water System Upgrade and Expansion – Phase I

PART I

PROJECT DESCRIPTION/SCOPE OF SERVICES/TIMING

A. PROJECT DESCRIPTION

In February 2024, the City of Goshen (Owner) hired Donohue & Associates, Inc. (Donohue) to develop a Preliminary Engineering Report (PER) identifying the water utility's needed supply, treatment, and distribution infrastructure upgrades to continue meeting water quality and demand needs for the next 20 years. The PER was developed to meet the requirements of the Indiana Finance Authority (IFA) and State Revolving Fund (SRF) loan program, which allow for the project to be evaluated and scored for grant and loan funding consideration. The PER was submitted to IFA/SRF in March 2025 and identified a phased Water System Upgrade and Expansion project that included the following Phase I improvements:

- Construction of a new South Well Field and Water Treatment Plant (WTP).
- Replacement of the existing Hilltop Booster Station.
- Groundwater drainage improvements around the existing Hilltop Storage Tank.
- Associated water distribution and sewer improvements.

In July 2025, the Owner received notice from IFA that the PER scored within the SRF program's fundable range and was eligible for an Emerging Contaminants Planning and Design grant for fiscal year 2026 (July 1, 2025 – June 30, 2026).

B. SCOPE OF SERVICES

Donohue's professional engineering services proposed herein shall include design and bidding for the projects outlined as Phase 1 in the Water System Upgrade and Expansion Preliminary Engineering Report (PER) as submitted to Indiana SRF on March 28, 2025. As defined in the PER, Phase 1 will include:

1. A new 6.4 MGD firm capacity (expandable to 10.5 MGD) South Water Treatment Plant (WTP), including the following anticipated systems/components/etc.:
 - a. Two (2) aerators.
 - b. Clearwell.
 - c. Four (4) high service pumps.
 - d. Four (4) pressure filters, designed for iron and manganese removal.
 - e. Backwash tank.
 - f. Bulk sodium hypochlorite disinfection facilities.
 - g. Fluoride addition facilities.

- h. Building(s) to house chlorine feed system, filters, flow meter, high service pumps, wells and well pumps, laboratory, and electrical, controls, and HVAC equipment.
 - i. Fire protection.
 - j. Emergency standby generator and transfer switch.
 - k. SCADA system similar to, and in communication with, the existing systems at the North and Kercher WTPs.
 - l. Electrical equipment including MCCs, transformers, conduits, etc.
 - m. Design will account for ease of anticipated future plant expansion.
- 2. Six new production wells, associated structures, and raw water piping at the South Wellfield with total firm capacity of 6.4 MGD (expandable to 10.5 MGD).
 - a. Design will account for ease of anticipated future well field and WTP expansion.
- 3. Utility connections along the west side of County Road 27, to existing infrastructure networks, including:
 - a. Approximately 3,700 feet of watermain.
 - b. Approximately 3,700 feet of gravity sewer main.
 - c. Utility connection design will include a bike/walk path along this route to trail head north of the new WTP.
- 4. Improvements at the Hilltop Booster Station (BS):
 - a. New, approximately 50-foot by 72-foot four-pump BS with a firm capacity of 3,500 gpm.
 - i. New BS anticipated to be located adjacent to existing BS property or on the property located on the southeast corner of State Route 15 and Hilltop Street.
 - b. Structure will include a separate electrical room with space to accommodate four VFD cabinets and ancillary electrical equipment.
 - c. HVAC equipment to heat, cool, and ventilate the station.
 - d. Piping and valves to connect the pump station to the existing water distribution system.
 - e. Groundwater underdrain system for the Hilltop Storage Tank to promote use of the full tank storage volume. Underdrain system will outlet approximately 1,600 feet from the tank site along the Moose Lodge access drive.
 - f. Development of required easement legal descriptions and coordination with Goshen Moose Lodge 836, Salvation Army, and Everence (or the property Owner on the southeast corner of State Route 15 and Hilltop Street) regarding the new BS location and discharge into the "lake" on Moose Lodge property.
- 5. Associated General Tasks – South Wellfield & WTP, sanitary sewer extension, drinking water transmission main extension, and Hilltop Booster Station and Tank improvements.
 - a. Prepare and submit/pay for all required permits, including:
 - i. Indiana Department of Environmental Management.
 - ii. Indiana Department of Natural Resources.
 - iii. Indiana Department of Homeland Security.
 - iv. Indiana Department of Transportation.
 - v. Army Corp of Engineers.
 - vi. Elkhart County Soil & Water Conservation District.
 - b. Geotechnical investigation & report, subsurface utility engineering (SUE), and site surveys as needed to complete this Scope of Services.
 - c. Complete 3D Aquifer Study and associated report (refer to Item 3, below) to confirm the effects of operating existing and proposed wells on all of the Owner's well fields and the

- aquifer. Modeling and report will also identify the likely impact of new South Well Field on the surrounding irrigation wells (two farmers) and residential wells.
- d. Work with Kurtz Engineering to study the impact of project improvements and phasing out use of the North Plant on existing water distribution network (refer to Item 2-1-i, below).
 - e. Provide easement/right-of-way acquisition support services for the Hilltop Storage Tank underdrain system and South WTP water main and sanitary sewer extension, including:
 - i. Development of required easement/right-of-way legal descriptions and exhibits.
 - ii. Coordination with property owners (Goshen Moose Lodge 836, Salvation Army, Fairlawn Farms, Inc.).
 - iii. Up to 2 appraisals for each parcel (6 total).
6. Donohue will prepare three (3) separate bid packages:
- a. South WTP and Well Field.
 - b. Hilltop Booster Station Improvements.
 - c. County Road 27 watermain extension, sanitary sewer extension, and bike/walk path.

Item 1 – Project Management

1. Assign Mr. Jeremy Roschyk as the Project Manager, who will coordinate administrative project activities and will be the principal liaison between the Owner and Donohue. Assign Ms. Katherine Merkle as the Lead Process Engineer, who will coordinate technical project activities.
2. Prepare a Project Work Plan containing the project background, project goals and objectives, task-based project scope, project schedule, and listing and schedule of deliverables.
3. Conduct a Remote Design Project Kick-off Meeting with the Owner's representatives to review project goals and objectives, and to review the proposed project and deliverables schedule.
4. Provide monthly progress reports to the Owner to document services performed and schedule status. This is typically performed as part of the monthly project invoicing routine.
5. Revise the project PER to account for updates and modifications that developed during project planning and development.
 - a. Submit revised PER to SRF/IFA by April 1, 2026.

Item 2 – Design Phase Services

1. Process Design and Layout Phase
 - a. Review applicable available studies, reports, facility discharge flow charts, drawings, design summaries, and other existing facility information regarding the Owner's existing facilities.
 - b. Prepare process flow sheets for the proposed improvements.
 - c. Develop operation and control strategies for the intended process improvements.
 - d. Prepare preliminary process and instrumentation diagrams (P&IDs) after the process flow sheet meeting.
 - e. Conduct a remote Process Design Parameters review and approval meeting with the Owner's representatives. This meeting will establish the Complete Process Basis of Design for the project using deliverables a-d above. It will include all process parameters

including, flows, pipe sizes, valve sizes, physical sizes and depths of clearwell and backwash tank, Hypochlorite feed rates, tank sizes, pump sizes, Aerator flows and resonance times, etc.

- f. Perform preliminary equipment selection based on preferences of Owner's staff and Donohue recommendations.
- g. Prepare unit process design calculations for a 6.4 MGD firm capacity.
- h. Perform evaluation of hydraulics within South Wellfield and WTP.
- i. Perform hydraulic analysis of proposed Hilltop Tank drain system discharge into existing lake.
- j. Additional modeling will be performed by Kurtz Engineering, serving as a subconsultant. This additional modeling will include the hydraulic evaluation of:
 - i. The distribution water main from South WTP to the connection with the existing distribution system.
 - ii. Hilltop Booster Station and usable storage tank capacity.
 - iii. The total distribution model, under operating conditions to match realistic system limiting scenarios to determine a priority and proposed schedule for piping modifications, improvements, extensions, etc.
- k. Determine sizing requirements for the unit process improvements.
- l. Contract for topographic site survey services as needed to design the project.
- m. Contract for geotechnical engineering services, as needed for subsurface geotechnical exploration and determination of likely subsurface foundation conditions, to aid in the structural design of the proposed structures.
- n. Contract for subsurface utility engineering (SUE) services, as needed for subsurface exploration and locating of existing infrastructure and utilities, to aid in the design of proposed structures, pipes and conduits.
- o. Contract for archeological services to develop a report and submit to the State Historic Preservation Office (SHPO) via submission in the SHAARD system.
- p. Develop new process motor list and other electrical loads.
- q. Identify major utilities and their approximate locations within the Project site limits and their proximity to the site. Considerations to include:
 - i. Electric utility distribution capacity.
 - ii. Generator sizing and related considerations:
 - 1. Diesel fueled is anticipated due to anticipated generator size.
 - 2. Noise attenuation.
- r. Utilizing available facility drawings and mapping, field visit observations and discussions with the Owner, prepare preliminary layout drawings for Project facilities
- s. Prepare overall electrical one-line drawings.

- t. Coordinate project with NIPSCO and sequester existing electrical service drawings, as required.
 - i. Coordination with NIPSCO will include evaluation of potential rebates.
 - u. Prepare a preliminary opinion of the probable construction cost (OPCC) based on the preliminary layout drawings.
 - v. Perform an internal quality review of the preliminary layout drawings, project design description, and preliminary opinion of the probable construction cost.
 - w. Submit a PDF copy of the process design and layout phase submittal to the Owner for review and comment. Submittal will include:
 - i. Process design and layout phase drawings (30% design drawings).
 - ii. Basis of Design and project description.
 - iii. Summary of preliminary hydraulic design calculations.
 - iv. List of potential conflicts and environmental impacts (and recommended solutions).
 - v. Known special construction requirements/procedures.
 - vi. Preliminary OPCC.
 - vii. Preliminary architectural renderings of:
 - 1. South WTP.
 - 2. New Hilltop Booster Station.
 - 3. Typical Wellhouse.
 - x. Conduct a Process Design and Layout Review Workshop (30%) with the Owner's representatives to receive review comments and input on any necessary changes for the Project design. Prepare workshop notes documenting proposed changes to the process design and layout phase completion documents and incorporate comments and any necessary changes into the design.
2. Final Layout Phase
- a. Complete hydraulic, structural, electrical, and other computations to define final size and location of new structures and existing structure modifications.
 - b. Develop final layout drawings, with designer notes for final layout review and approval.
 - c. Perform internal P&ID critique and final layout meetings. Revise P&IDs and final layout drawings after these meetings.
 - d. Prepare an index of proposed specifications for the final layout submittal.
 - e. Update the opinion of the probable construction (OPCC) cost based on the completed final layout design documents.
 - f. Perform an internal quality review of the final layout drawings, index of proposed specifications, and updated opinion of the probable construction cost.

- g. Submit a PDF copy of the final layout phase submittal to the Owner for review and comment. Submittal will include:
 - i. Final layout phase drawings (60% design drawings).
 - ii. Specification index.
 - iii. Final design criteria.
 - iv. Summary of final hydraulic design calculations.
 - v. List of potential conflicts and environmental impacts (and recommended solutions).
 - vi. Known special construction requirements/procedures.
 - vii. List of permits required for construction.
 - viii. Updated OPCC.
 - ix. Preliminary architectural renderings of:
 - 1. South WTP.
 - 2. New Hilltop Booster Station.
 - 3. Typical Wellhouse.
 - h. Conduct a Final Layout Review Workshop (60%) with the Owner to receive Owner review comments and input on any necessary changes for the Project design including design changes to reduce the construction cost. Prepare workshop notes documenting proposed changes to the final layout design completion documents and incorporate comments and any necessary changes into the design.
3. Construction Documents Phase
- a. After incorporation of the Final Layout Review Workshop review comments and requested changes, prepare and distribute base sheet drawings to design disciplines in order to develop construction drawings for one prime contractor. Drawings will be developed using Donohue's computer-aided drafting and design (CADD) standards.
 - b. Finalize P&ID drawings.
 - c. Prepare construction specifications utilizing Donohue's master specifications:
 - i. Front-end bidding and contract documents will be prepared using applicable Engineers Joint Contract Documents Committee (EJCDC) documents for Division 0.
 - ii. Technical specifications will be prepared using the Construction Specifications Institute (CSI) 3-part format for 48 Divisions.
 - d. Conduct an internal meeting to coordinate location and specifications of wired components.
 - e. Perform an internal designer review of the prepared final design construction drawings and specifications, and then incorporate review comments.
 - f. The opinion of the probable construction cost (OPCC) will be updated based on the prepared final design construction drawings and specifications after designer review

comments are incorporated. Revise the opinion of probable construction cost, if necessary, after the quality review comments are incorporated.

- g. Perform an internal quality review of the final construction drawings and specifications after designer review comments are incorporated. Incorporate quality review comments.
- h. Submit a PDF copy of the final construction phase submittal to the Owner for review and comment. Submittal will include:
 - i. Final design construction drawings (95% design drawings).
 - ii. Specifications.
 - iii. Updated OPCC.
- i. Conduct a Construction Documents Review Workshop (95%) with the Owner's representatives to get their review comments and input on any necessary changes for the Project design. Prepare workshop notes documenting proposed changes to the final construction drawings and specifications.
- j. Prepare and assist the Owner in submitting applications after incorporating the Draft Construction Documents Review Workshop review comments into the Construction Documents to file for permits from or approvals of governmental authorities having jurisdiction to review or approve the final design of the project. The Construction Documents will be signed and sealed by registered professional engineers in the State of Indiana. Secure permits or approvals from the governmental authorities.
- k. Incorporate review comments received from the Owner and from the government agencies to which construction permit applications were submitted to finalize the Bid Documents (i.e. drawings and specifications) for bidding. Drawings for bidding purposes will be electronically distributed. By the Owner through the Quest, online bidding system.

Item 3 – Three-Dimensional (3D) Groundwater Flow Modeling & Existing Well Survey

1. Donohue will hire a subconsultant who will develop a fully three-dimensional numerical groundwater flow model (MODFLOW) to evaluate expansion and replacement of production wells at the Kercher Well Field.
2. The model will be used to simulate several expansion scenarios, anticipated to include the addition of one or two new production wells, at the undeveloped properties near the existing Kercher Well Field property.
3. Particle tracking methods will be used to simulate the nearby plume of chlorinated solvents to determine if the plume will be captured by the expanded well field and whether the migration of the plume will be altered by pumping.
4. Model will include all three of the Owner's well fields (North, Kercher, and South) to simulate interaction with each other.
5. Research of existing residential and irrigation wells around the proposed South Well Field location, and associated field work, will be performed to further verify existing conditions.
6. Specific tasks included in the development of the model and the simulation of the Kercher Well Field scenarios are as follows:

- a. Locate, Compile, and Review Existing Reports.
- b. Develop Conceptual Model.
 - i. Delineate model extent.
 - ii. Compile GIS databases of key hydrogeologic information.
 - 1. Geologic data.
 - 2. Groundwater level data.
 - 3. Hydrologic data.
 - 4. Water-use data.
 - 5. Groundwater contamination sites.
 - iii. Compile groundwater withdrawal database.
 - iv. Create tables of key model parameter data.
 - 1. Compile hydraulic conductivities, storage coefficients, precipitation recharge rates, riverbed conductance values from existing hydrogeologic modeling reports.
 - v. Develop stratigraphic model.
 - 1. Construct geologic cross sections.
 - 2. Map key hydro-stratigraphic units.
 - vi. Develop hydrologic model.
 - 1. Map location of surface water features and estimate stage elevations.
- c. Construct Computer Model.
 - i. Construct computational grid.
 - ii. Map conceptual model data onto computational grid.
 - iii. Assign model parameters to hydro-stratigraphic units.
- d. Calibrate Computer Model.
 - i. Perform preliminary steady-state calibration.
 - 1. Incorporate regional water-level data as calibration targets compiled from multiple sources.
 - 2. Develop calibration scenario.
 - 3. Perform parameter estimation analyses.
 - ii. Perform transient calibration.
 - 1. Develop model scenario to simulate one or more pumping tests performed at the Kercher Well Field.
 - 2. Perform parameter estimation analyses to refine hydraulic conductivity estimates.
- e. Perform Predictive Modeling Analyses.
 - i. Develop modeling scenarios incorporating existing and proposed pumping rates.
 - ii. Determine rates and directions of groundwater flow.
 - iii. Perform particle tracking analyses to delineate source water areas for the three well fields and assess the likelihood that the wells will draw in contaminated groundwater or that pumping will adversely affect existing groundwater remediation efforts.

- iv. Identify the likely impact of new South Well Field on the surrounding irrigation wells (two farmers) and residential wells.
- f. Prepare Hydrogeologic Modeling Report.
 - i. Document groundwater model development and simulation results in a report.
- 7. Donohue's subconsultant will provide services to evaluate the potential for impacts to private wells from the development of the six (6) new production wells planned at the South Well Field property. This will include private wells in a large residential neighborhood along County Road 27 and several irrigation wells in the agricultural fields surrounding the planned well field.
- 8. Determining if a private well will be impacted requires predicting the drawdown that will be imparted at the private well from pumping at the South Well Field and measuring the construction and operational details of the private well (depth, pump setting, static and pumping water levels, etc.). This scope includes services for obtaining access agreements from well owners and collecting field measurements from the private wells in an identified potentially impacted area.
 - a. There are 45 residential property owners within the identified potentially impacted area.
- 9. Property owners will be contacted to obtain access to their wells, measurements of the construction and operating details of the wells will be collected, and recommendations will be provided regarding the need to mitigate the wells based on the collected measurements.
 - a. Water quality samples will also be collected for key parameters affecting taste and aesthetics to establish a baseline water quality condition.
 - b. It is assumed that 80 percent of the well owners (36 wells) will grant access to their wells (typical participation rate) for field measurements.
- 10. Specific Residential Well Field Survey tasks to be completed are as follows:
 - a. Contact Residential Well Owners:
 - i. Draft and send letters to residential well owners.
 - ii. Include questionnaire requesting information on residential well.
 - iii. Outline procedure to be followed during field survey of well.
 - iv. Request signed agreement granting access to residential wells by Owner's representative.
 - v. Contact residents by phone to schedule a time to survey wells.
 - b. Field Survey of Residential Wells:
 - i. Retain a residential well driller representative to accompany and assist the survey crew.
 - ii. Meet with property owner at the scheduled time.
 - iii. Access well and measure depth to water, pump setting, depth to bottom of well.
 - iv. Run outdoor spigot to activate the well pump.
 - v. Measure flow rate and depth to water while well is pumping.

- vi. Continue to run spigot to flush stagnant water from well casing, pressure tank, and water lines (typical purge time: 30 to 45 minutes).
 - vii. Field-measure water quality from spigot (temperature, pH, conductivity, turbidity).
 - viii. Collect baseline water quality sample (coliform, iron, manganese, chloride, sulfate, sulfide, hardness, TDS, etc.).
 - ix. Transport water quality samples to a pre-selected laboratory for analysis.
 - c. Impacts Assessment and Documentation
 - i. Summarize well measurements and water quality results.
 - ii. Assess whether wells will be impacted based on field measurements and predicted drawdown from well field.
 - iii. If well will be impacted, recommend mitigation procedure (i.e. lower pump, drill new deeper well).
 - iv. Send 2nd letter to residential well owners summarizing well measurements and water quality and stating whether mitigation will be required.
 - v. Summarize all field survey activities and measurements in a technical memorandum to the Owner.
11. Testing will also be performed on the nearby agricultural irrigation wells to assess whether those wells will be impacted by the South Well Field.
- a. Testing will include an 8-hour pumping test completed on the irrigation wells to assess the flow rate and static and pumping water levels in the wells.
 - i. It is assumed that the existing irrigation well equipment can be used to complete the testing.
 - ii. This assumes that the irrigation wells have power, are operational, and have openings in the wellhead to measure water levels.
 - iii. It also assumed that permission can be obtained for a water well contractor to make temporary modifications to the discharge piping (disconnection and reconnection from the irrigation equipment) to complete the test.
 - b. It is assumed that tests will be performed on 3 irrigation wells.
 - c. Upon completion of testing, the test data will be analyzed, the potential for impacts will be assessed, and recommendations will be provided for further action.
 - d. Specific Irrigation Well Testing tasks will include:
 - i. Disconnecting the pump discharge line from the irrigation equipment.
 - ii. Connecting a temporary discharge line and flow meter to the pump for the test.
 - iii. Activating the well pump using the existing controls.
 - iv. Pumping the well at a constant rate for a period of approximately 8 hours.
 - v. Reconnecting the pump to the irrigation equipment at the end of the test.
 - vi. Evaluating the test data to estimate long-term pumping levels in the well and predict impacts.
 - vii. Summarize testing activities and recommendations in a memorandum.

Item 4 – Bid Phase Services (for three separate bid packages)

1. Prepare a Notice to Bidders and submit it to the Owner to publish twice in a local newspaper. The cost of publication will be paid by the Owner.
2. A website-based document distribution service will be utilized to distribute Bid Documents and addendums in digital format. This website service will be utilized to post the notice to bidders and the bid amounts for the received bids. Provide up to five (5) printed sets and a PDF electronic copy of the Bid Documents that include final design construction drawings (half-size or full-size) and the Project Manual (specifications) to the Owner for display to potential bidders (two copies) and for the Owner's reference (up to three copies).
3. Conduct a Pre-Bid Conference to describe Project work and answer prospective bidder questions. Prepare and issue meeting minutes.
4. Prepare Addenda as appropriate to interpret, clarify or expand the Bid Documents, and issue the Addenda to prospective bidders.
5. Consult with Owner concerning the acceptability of substitute materials and equipment proposed by contractors when substitution prior to the award of a contract is allowed.
6. Prepare a bid tabulation analysis of bids, prepare recommendations for contract award, prepare a contract award resolution, and submit to the Owner for adoption of the contract award resolution or rejection of all bids.
7. If the Owner adopts the contract award resolution, prepare and submit post-bid documentation to the Indiana SRF in order to get approval from SRF for the Owner to award a construction contract. If the Owner desires to obtain a Green Project Reserve (GPR) Sustainability Incentive under the SRF Program, then prepare for submittal with the post-bid documentation, a GPR Final Bid Summary.
8. Assist the Owner to provide information requested by the Indiana SRF, financial consultant and bond counsel in order to close on the SRF loan.
9. After SRF approves the post-bid documentation and authorizes award of a construction contract, then prepare a notice of award to be sent to the selected construction contractor along the construction contract. Assist the Owner in preparing construction contract and advise the Owner on the acceptability of subcontractors and material suppliers proposed by the contractor for this Project.

C. ADDITIONAL SERVICES

The following Additional Services are not included as part of the Scope of Services, herein. However, if authorized in writing by the Owner (via Amendment, Additional Agreement, etc.), Donohue shall furnish, or obtain from others:

1. Design of lead/copper service line replacement(s) along new water main installation or replacement.
2. Advanced water treatment (e.g. softening, PFAS removal, etc.) design, except as already identified in the Scope of Services of this Exhibit A.
3. Residential and/or irrigation well mitigation.

4. Construction Related Services.
5. Resident Project Representative Services.
6. Applications Engineering Services.

D. PROJECT TIMING

1. Donohue shall be authorized to commence the Services set forth herein upon execution of this Agreement.
2. The anticipated project milestone schedule, based on authorization to commence by September 4, 2025, is as follows:
 - a. Design Start: September 18, 2025
 - b. Design End: July 3, 2026
 - c. Permits Submitted: July 16, 2026
 - d. Permits Approved: September 16, 2026
 - e. Advertise for Bids: September 18, 2026
 - f. Bid Openings: October 29, 2026
 - g. Contract Awards: December 10, 2026
3. Donohue's services under this Agreement will be considered complete when Donohue has completed the bid phase services as described above in the Scope of Services.

PART II OWNER RESPONSIBILITIES

A. In addition to other responsibilities of Owner set forth in this Agreement, Owner shall:

1. Identify a person authorized to act as the Owner's representative to respond to questions and make decisions on behalf of Owner, accept completed documents, approve payments to Donohue, and serve as liaison with Donohue as necessary for Donohue to complete its Services.
2. Furnish to Donohue copies of existing documents and data pertinent to Donohue's Scope of Services, including but not limited to and where applicable: design and record drawings for existing facilities; property descriptions, land use restrictions, surveys, geotechnical and environmental studies, or assessments.
3. Owner shall be responsible for all requirements and instructions that it furnishes to Donohue pursuant to this Agreement, and for the accuracy and completeness of all reports, data, programs, and other information furnished by Owner to Donohue pursuant to this Agreement. Donohue may use and rely upon such requirements, instructions, reports, data, programs, and information in performing or furnishing services under this Agreement, subject to any express limitations or reservations provided by Owner applicable to the furnished items.

4. Owner acknowledges and agrees that Donohue may rely, without independent verification, on the accuracy and completeness of data, specifications, certifications, performance claims, and other information or documentation furnished by, or published by, equipment and material manufacturers, suppliers, or vendors, provided such reliance is consistent with the applicable standard of care. Donohue shall not be responsible for errors, omissions, or inaccuracies in such third-party information unless Donohue had actual knowledge of such error, omission, or inaccuracy, or such reliance would not be reasonable under the circumstances. This provision applies to information provided directly to Donohue as well as information incorporated into product submittals, shop drawings, and O&M manuals.
5. Provide to Donohue existing information regarding the existence and locations of utilities and underground facilities.
6. Provide Donohue safe access to premises necessary for Donohue to provide the Services.
7. Inform Donohue whenever Owner observes or becomes aware of a Hazardous Environmental Conditions, as defined in Part IV.3. of this Agreement, that may affect Donohue's Scope of Services or time for performance.
8. Negotiate and acquire legal easements and right-of-way as is required for the Project(s) and its construction.

PART III COMPENSATION, BILLING AND PAYMENT

1. The Owner agrees to compensate Donohue for the services in this agreement in accordance with Donohue's standard chargeout rates in effect at the time the Services are performed (Donohue's standard chargeout rates are subject to increase annually, at the beginning of each calendar year, however annual increases will never exceed 5%). Routine expenses will be billed at cost and subconsultant costs will include a 10% markup. The total cost for these Services and expenses will not exceed Three Million, Six Hundred and Fifty-Five Thousand, One Hundred Dollars (\$3,655,100).
2. The Design Scope categories presented in Table 3 represent categories preliminarily approved by IFA as fundable via: 1) an SRF Grant focused on eliminating emerging contaminant issues, 2) a standard SRF Loan for general Water System improvements (e.g. Hilltop, etc.), or 3) Owner's local funds.
3. To assist Owner in receiving the allotted funding, Donohue agrees to identify charges associated with specific tasks in the major divisions for each scope of work. Although the individual fees for each scope line item may not exactly match what is indicated in Table 3, the total for each funding category column (e.g. SRF Grant, SRF Loan, Local Funds) will not exceed the amount listed for the three subtotals of each category.

TABLE 1 – DONOHUE'S 2025 STANDARD BILLING RATES

Donohue & Associates, Inc.
2025 Billing Rates

Employee Classification	Hourly Billing Rate
Engineer/Specialist IX	\$285
Engineer/Specialist VIII	\$265
Engineer/Specialist VII	\$245
Engineer/Specialist VI	\$230
Engineer/Specialist V	\$210
Engineer/Specialist IV	\$195
Engineer/Specialist III	\$180
Engineer/Specialist II	\$160
Engineer/Specialist I	\$140
Technician II	\$125
Technician I	\$105
Administrative Assistance III	\$105
Administrative Assistance II	\$95
Administrative Assistance I	\$85

Notes:

Labor charge-out rates are for normal work week.

Billing rates are in effect for 2025 and may be adjusted annually to reflect labor cost increases.

Mileage is billed at the current IRS stipulated rate.

Printing and shipping are billed at cost.

TABLE 2 – SUBCONSULTANT (ARCADIS) 2025 STANDARD BILLING RATES

Hourly Rates: Charges for services provided will be in accordance with the following schedule:

2024 CONV	
Category	Hourly Rate
Director	\$325
Principal Engineer/Architect/Consultant 2	\$300
Principal Engineer/Architect/Consultant 1	\$265
Senior Engineer/Architect/Consultant	\$205
Project Engineer/Architect/Consultant	\$190
Staff Engineer/Architect/Consultant	\$180
Engineer/Architect/Consultant 2	\$165
Engineer/Architect/Consultant 1	\$145
Technician/Designer/Project Assistant 4	\$180
Technician/Designer/Project Assistant 3	\$150
Technician/Designer/Project Assistant 2	\$135
Technician/Designer/Project Assistant 1	\$125
CADD Technician/Designer	\$75

Other Direct Costs: All expenses incurred for a project (except in-house services specified below) from outside vendors will be invoiced at cost plus 10% to cover administrative expenses. These items may include but are not limited to: shipping charges; printing; supplies; equipment; traveling expenses; special insurance; licenses; permits; or subcontractors.

In-house services consist of:

- Transportation - \$0.70 per mile for vehicles.
- Equipment - a schedule of usage rates for specialty equipment is available for field assignments
- Web Hosting – a schedule of monthly web hosting rates is available for client access web sites

TABLE 3 – PROJECT COSTS BREAKDOWN

Project Costs Breakdown			
Anticipated Funding Source	SRF Grant	SRF Loan	Local Funds
<u>1. Project Management</u>			
1.1 New South WTP & Well Field	\$332,100		
1.2 WTP Watermain and San. Sewer Ext	\$35,800		
1.3 CR-27 Multiuse Path			\$10,200
1.4 Hilltop Booster and Tank Improvements		\$93,400	
<u>2. 3D Groundwater Model & Well Survey</u>			
2.1 3D Groundwater Model, Report & Residential/Irrigation Well Survey	\$261,500		
<u>3. Design Services</u>			
3.1 New South WTP & Well Field	\$2,005,200		
3.2 WTP Watermain and San Sewer Extension	\$215,900		
3.3 CR-27 Multiuse Path			\$61,800
3.4 Hilltop Booster and Tank Improvements		\$564,000	
<u>4. Bidding Services</u>			
4.1 New South WTP & Well Field	\$41,100		
4.2 WTP Watermain and San Sewer Extension	\$16,500		
4.3 CR-27 Multiuse Path			\$4,700
4.4 Hilltop Booster and Tank Improvements		\$12,900	
Subtotals	\$2,908,100	\$670,300	\$76,700
Project Total	3,655,100		

4. Payment(s) to Donohue for services rendered under this Agreement shall be made by the Owner upon receipt of a detailed invoice from Donohue for services completed provided satisfactory performance of Donohue has been attained. The detailed invoices shall include the total contract amount, payments to date, payment requested for each invoice, remaining contract balance, and employee names and hours worked on the Project for each invoice. Donohue is required to have a current W9 Form on file with the Owner before the Owner will issue any payment. Payment will be made within forty-five (45) days following Owner's receipt of the detailed invoice from Donohue. Payment is deemed to be made on the date of mailing the check.

5. Donohue will notify Owner if Project scope changes require modifications to the above-stated contract value. Services relative to scope changes will not be initiated without written authorization from Owner.

APPROVED FOR OWNER

By: _____

Printed Name: _____

Title: _____

Date: _____

APPROVED FOR DONOHUE

By:  _____

Printed Name: Jeremy Roschyk

Title: Vice President

Date: August 28, 2025



**Engineering Department
CITY OF GOSHEN**

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

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

MEMORANDUM

TO: Board of Public Works and Safety

FROM: Dustin Sailor, P.E., Director of Public Works

RE: **DRAINAGE PLAN APPROVAL – CHERRY CREEK SUBDIVISION
(JN: 2022-2027)**

DATE: September 11, 2025

Pursuant to Ordinance No. 3196, Section 512 of the Goshen Subdivision Control Ordinance, Goshen Engineering has reviewed the drainage plan for the Cherry Creek Subdivision, on behalf of the Board of Public Works and Safety. The Goshen Engineering Department finds the proposed drainage plan adequate to maintain on-site runoff from a 1-hour – 100-year rain event, which equates to 3-inches of rainfall in 24-hours.

Goshen Engineering recommends the Board's acceptance of the plan with the understanding that Goshen Engineering reviewed the drainage plan for general adherence to good engineering practice. The Board should note in their drainage approval that acceptance of the development's drainage plan in no way guarantees the drainage plan and drainage improvements will work as intended and the City accepts no liability for any design failures. All concerns related to the development's drainage improvement are to be referred back to the development's licensed professional(s).

Suggested Motion: Move to accept the drainage plan for the Cherry Creek Subdivision, which was prepared by the developer's Indiana licensed professional engineer. The City does not warrant the drainage plan will function as intended and accepts no liability for any failures of the drainage design.

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

Gina Liechty, Mayor

Mike Landis, Member

Mary Nichols, Member

Barb Swartley, Member

Orv Myers, Member



Rhonda L. Yoder, AICP
PLANNING & ZONING DEPARTMENT, CITY OF GOSHEN
204 East Jefferson Street, Suite 4 • Goshen, IN 46528-3405
Phone (574) 537-3815 • Fax (574) 533-8626 • TDD (574) 534-3185
rhondayoder@goshencity.com • www.goshenindiana.org

MEMORANDUM

To: Board of Public Works & Safety

From: Rhonda L. Yoder, Planning & Zoning Administrator

Date: September 11, 2025

RE: Cherry Creek Phase One – Section One - Acceptance of Subdivision Plat & Acknowledgment of Signs within the Public Right of Way

Cherry Creek Phase One – Section One is a 106-lot mixed use residential and commercial subdivision, containing ± 60.73 acres, generally located east of Regent Street and north of Waterford Mills Parkway, and zoned Residential R-3PUD (Planned Unit Development).

The subdivision meets the Zoning Ordinance, Subdivision Ordinance, and Cherry Creek PUD requirements, and is consistent with the primary subdivision approved by the Plan Commission on October 15, 2024.

The subdivision drainage plan is to be accepted by the Board of Works on September 11, 2025.

Public infrastructure is being constructed through a development agreement, and a bond purchased by the developer is in place.

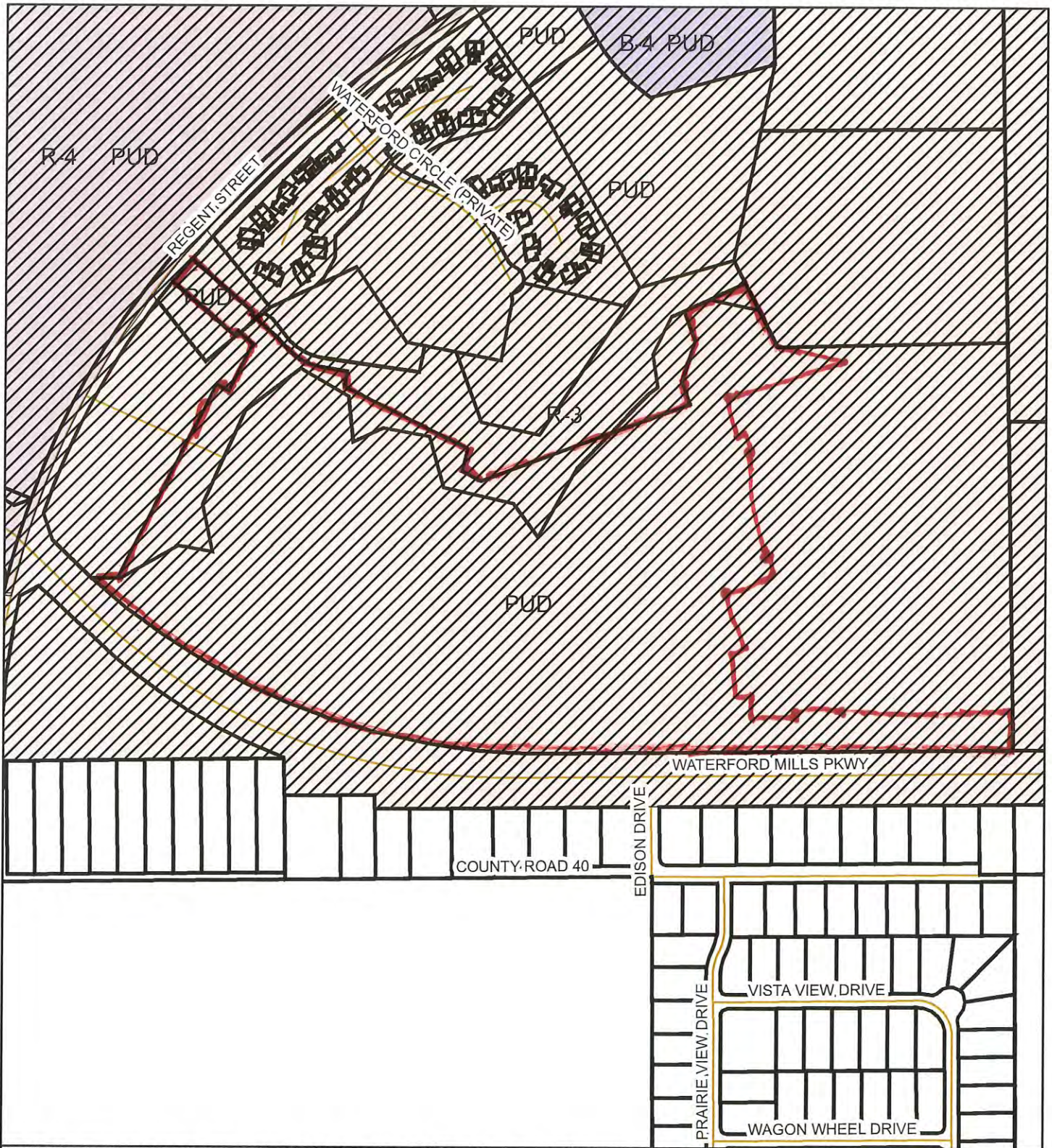
The plat includes dedication of right of way for new streets and includes a number of easements.

A geothermal easement located on property owned by City of Goshen Department of Redevelopment and benefitting Lots 1 and 2 was scheduled to be reviewed by the Goshen Redevelopment Commission on September 9, 2025, after the submittal of this item for the Board of Works' agenda, and the recorded easement document reference added to pages 2, 5 and 9 for the subdivision plat that is to be signed and recorded. The plat copy submitted for the Board of Works' agenda includes the space for the document reference.

In addition to plat acceptance, Cherry Creek is proposing entrance signs located within the public right of way of Cherry Creek Lane and Edison Drive. These signs were included as part of the Cherry Creek PUD and PUD site plan but should be acknowledged by the Board of Works because of their location within the public right of way.

Please accept Cherry Creek Phase One – Section One subdivision plat with dedications and easements, acknowledge the entrance signs within the public right of way of Cherry Creek Lane and Edison Drive, and sign the plat.

Requested Motion: Move to accept Cherry Creek Phase One – Section One subdivision plat with dedications and easements, including the added document reference for the geothermal easement, and acknowledge the entrance signs within the public right of way of Cherry Creek Lane and Edison Drive.



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.



1 inch = 500 feet

Cherry Creek Phase One - Section One

Approximate Boundaries

Zoning Map

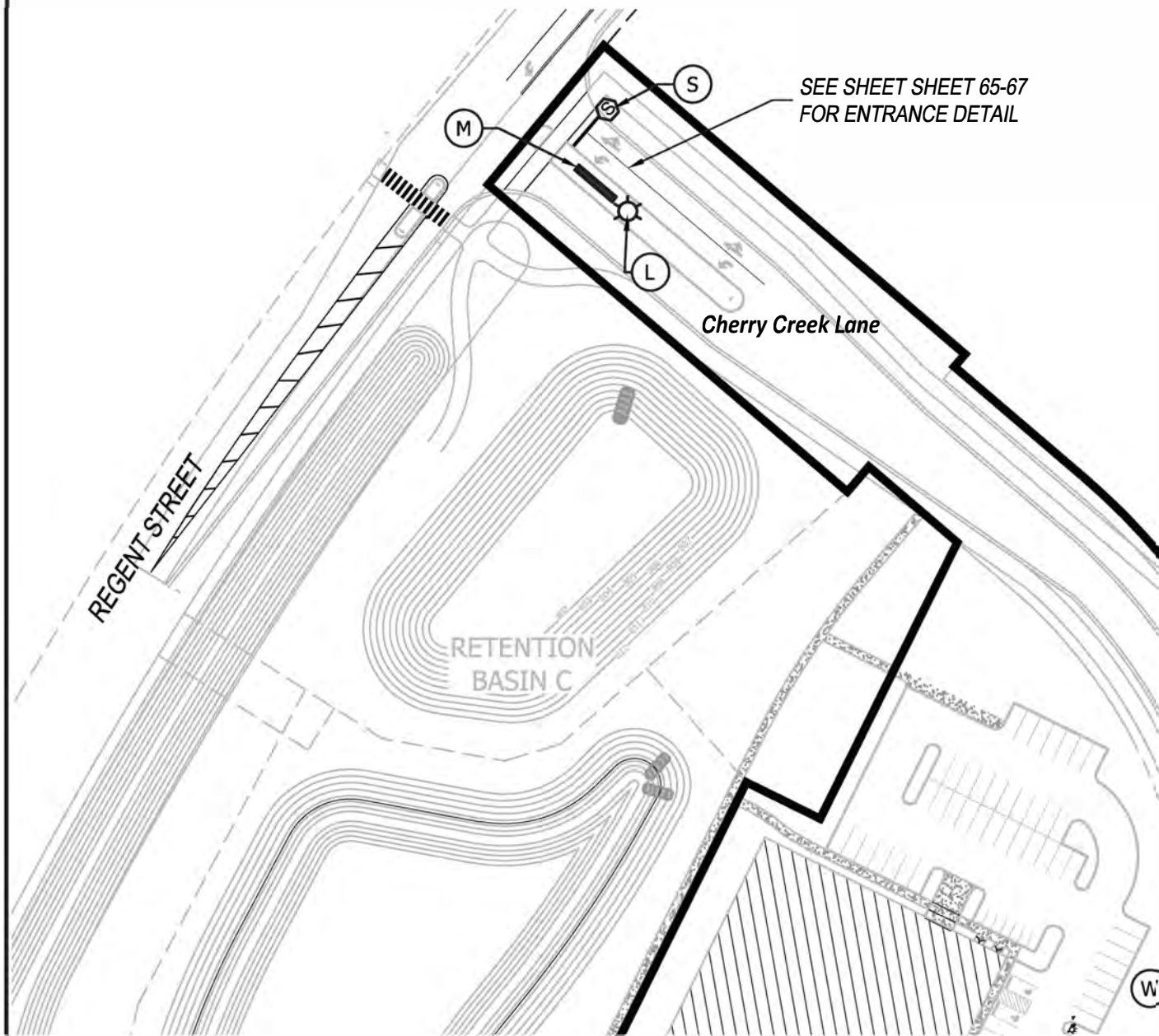
Printed August 1, 2025

The City of Goshen

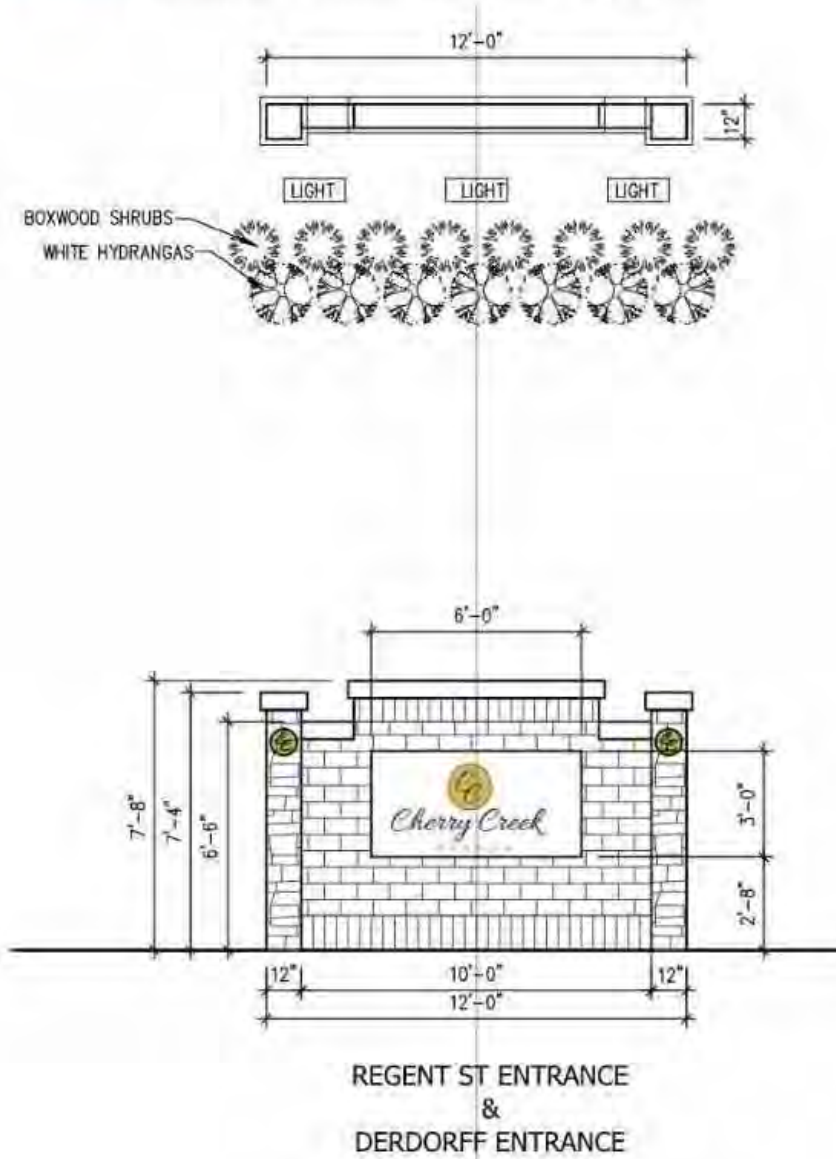
Department of

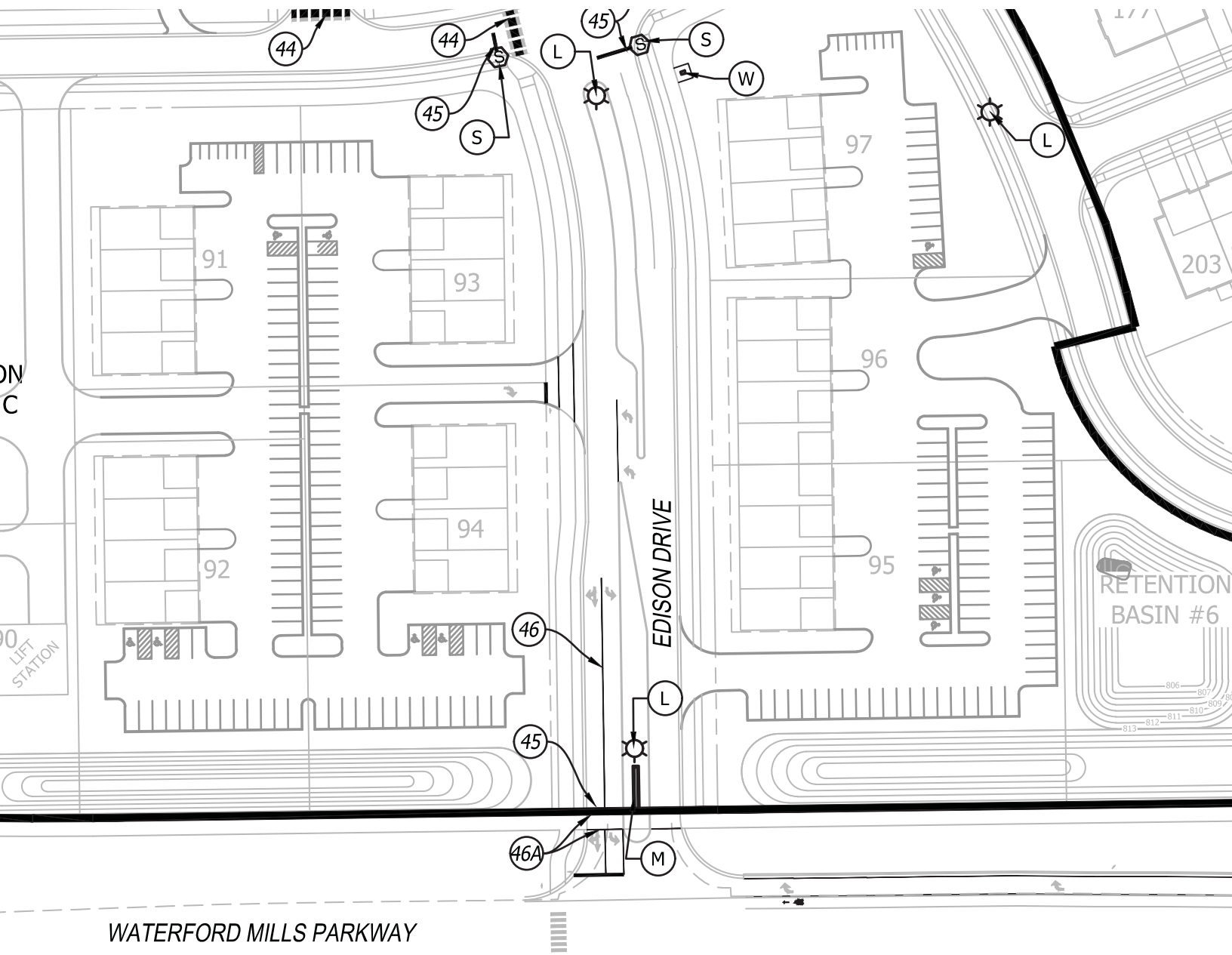
Planning & Zoning

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



UPDATE: Prototype for Secondary Entrance Signs (F-2)

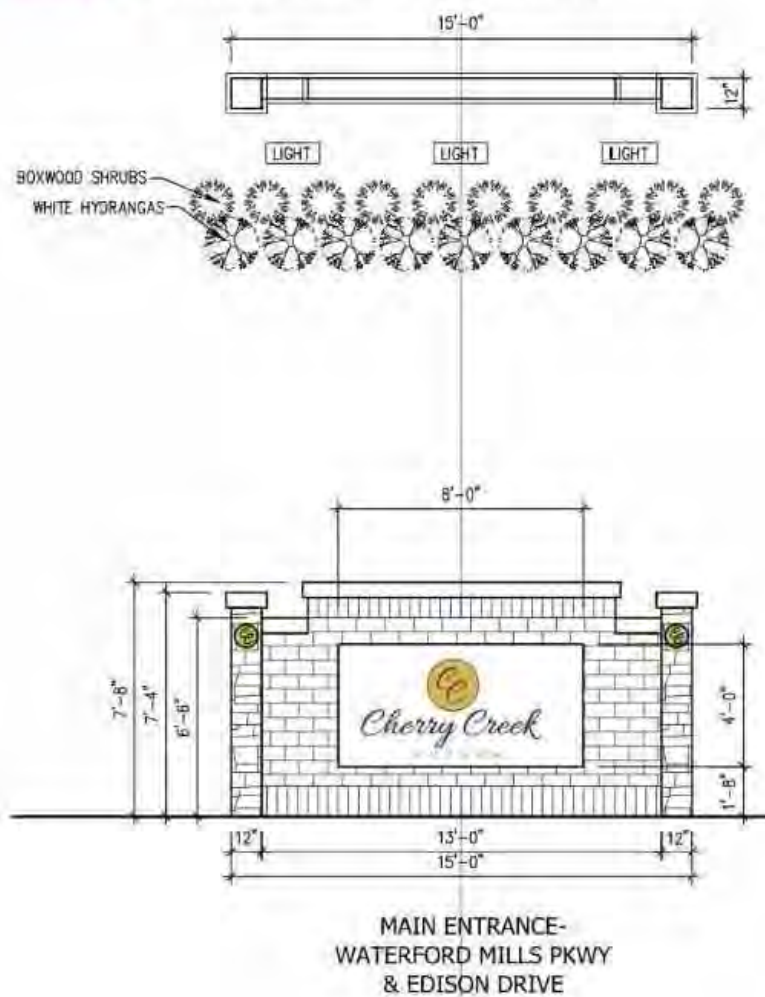




Cherry Creek Signs
(September 18, 2024 Amendment)

SIGNAGE

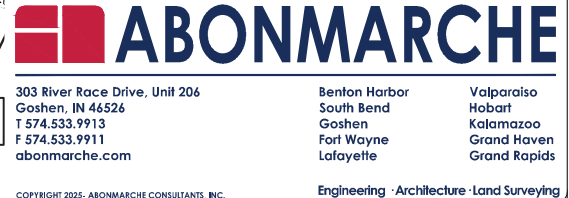
UPDATE: Prototype for Main Entrance Sign (F-1)



[illegible]

A north arrow pointing upwards, consisting of a circle with a crosshair and a vertical line extending upwards. Below the north arrow is a graphic scale bar. The scale bar is a horizontal line with vertical tick marks at 0, 30, 60, and 120. The segments between 0 and 30, 30 and 60, and 60 and 120 are shaded black. Below the scale bar, the text "(IN FEET)" is centered, followed by "1 inch = 60 ft." below that.

- (D1) PRIVATE ACCESS & DRAINAGE EASEMENT AT DISTANCES INDICATED
- (D2) PUBLIC ACCESS & DRAINAGE EASEMENT AT DISTANCES INDICATED
- (E) ROADWAY MAINTENANCE, DRAINAGE & UTILITY EASEMENT AT DISTANCES INDICATED
- (F) PRIVATE ACCESS & MAINTENANCE EASEMENT AT DISTANCES INDICATED
- (G) 10' ROADWAY MAINTENANCE, DRAINAGE & NON-ACCESS EASEMENT
- (L) DRAINAGE, LANDSCAPE & ACCESS EASEMENT AT DISTANCES INDICATED
- (N) 5' NON-ACCESS EASEMENT ALONG SOUTH SIDE LOTS 2, 67-70, 80-88, 91-93, CS "C" & CS "E" & NORTH SIDE LOTS 72-79, 89, 90 & 95
- (P) LOT 68 GRANTS AN EASEMENT FOR THE BENEFIT OF LOT 67 TO UTILIZE AN OUTDOOR PLAYGROUND AREA
- (R) RETENTION & DRAINAGE EASEMENT AT DISTANCES INDICATED
- (T) 20' TRAIL EASEMENT FOR PUBLIC USE
- (U) 10' NIPSCO EASEMENT (5' ON EITHER SIDE OF LOT LINE)
- (SS) SANITARY SEWER EASEMENT AT DISTANCES INDICATED
- (WS) WATER, SEWER & TRAIL EASEMENT AT DISTANCES INDICATED
- (W) WATER EASEMENT AT DISTANCES INDICATED
- (AA) MAINTENANCE AGREEMENT BETWEEN CITY OF GOSHEN, INDIANA, AND CHERRY CREEK, LLC PER INSTR. #2025-07983.
- (B1) BLANKET ACCESS EASEMENT FOR PUBLIC USE OF PARKING, DRIVING AISLES, SIDEWALKS AND OPEN AREAS FOR LOTS 1 & 2, 72-87, 89-95 & COMMON SPACE C
- (B2) BLANKET EASEMENT FOR PRIVATE SHARED ACCESS, DRAINAGE & MAINTENANCE FROM LOTS 1 & 2, 72-87, 89-95 TO CHERRY CREEK, LLC
- (B3) BLANKET EASEMENT FOR PUBLIC USE OF SIDEWALKS & OPEN AREAS FOR COMMON SPACE B

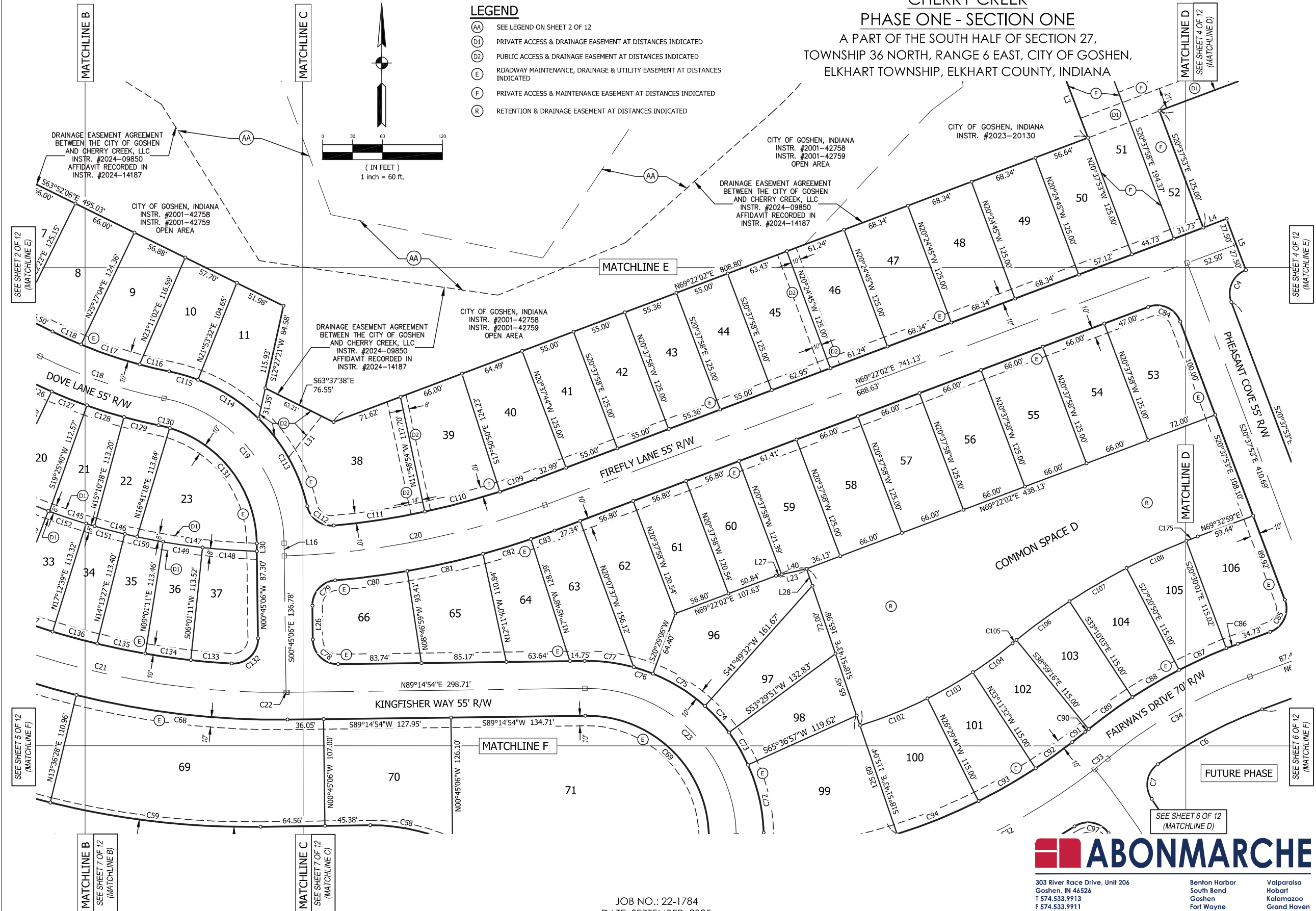
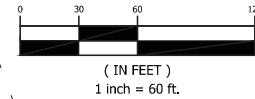


CHERRY CREEK
PHASE ONE - SECTION ONE

A PART OF THE SOUTH HALF OF SECTION 27,
TOWNSHIP 36 NORTH, RANGE 6 EAST, CITY OF GOSHEN,
ELKHART TOWNSHIP, ELKHART COUNTY, INDIANA

LEGEND

- (AA) SEE LEGEND ON SHEET 2 OF 12
- (D1) PRIVATE ACCESS & DRAINAGE EASEMENT AT DISTANCES INDICATED
- (D2) PUBLIC ACCESS & DRAINAGE EASEMENT AT DISTANCES INDICATED
- (E) ROADWAY MAINTENANCE, DRAINAGE & UTILITY EASEMENT AT DISTANCES INDICATED
- (F) PRIVATE ACCESS & MAINTENANCE EASEMENT AT DISTANCES INDICATED
- (R) RETENTION & DRAINAGE EASEMENT AT DISTANCES INDICATED



JOB NO.: 22-1784
DATE: SEPTEMBER, 2025
SHEET 3 OF 12

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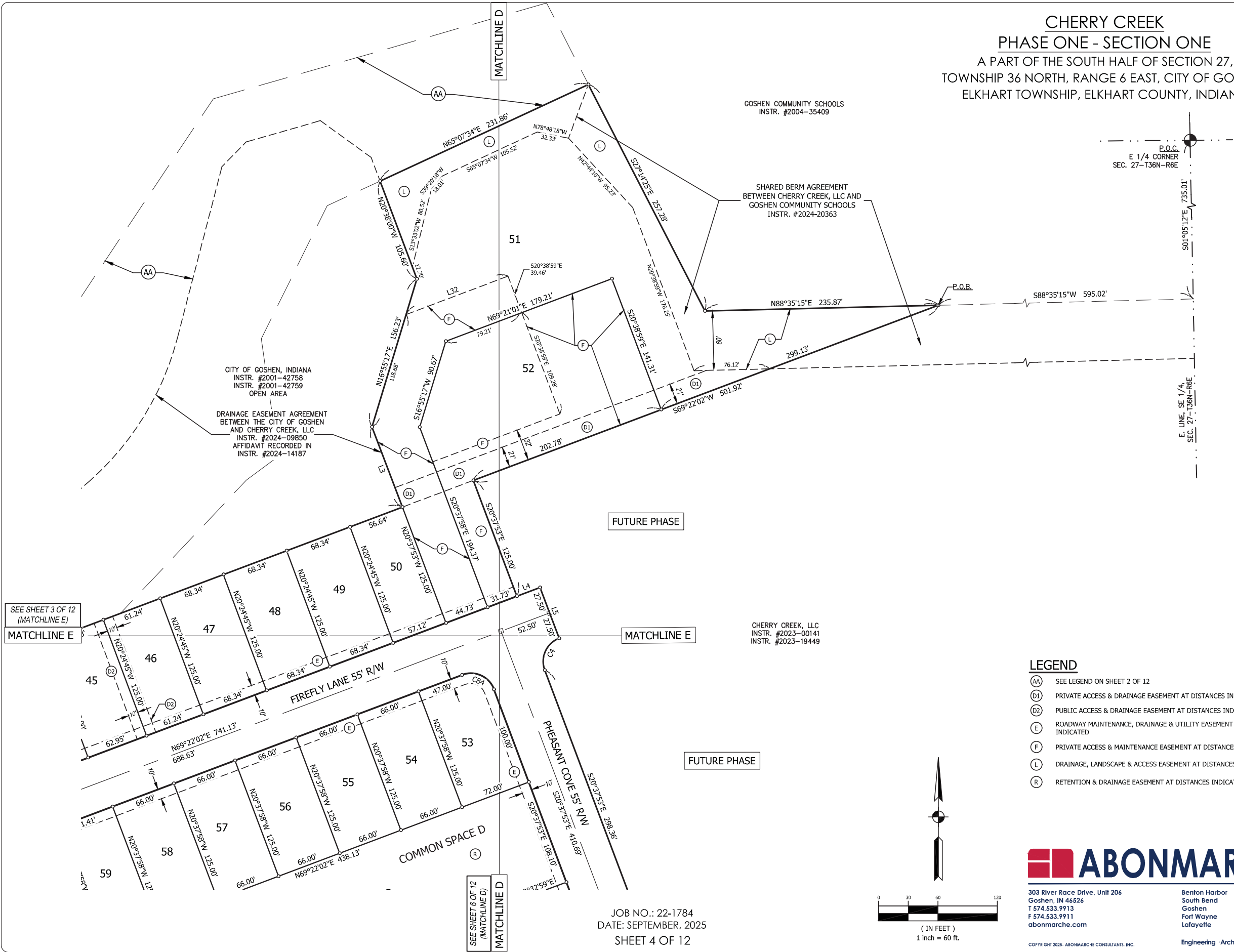
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CHERRY CREEK
PHASE ONE - SECTION ONE
A PART OF THE SOUTH HALF OF SECTION 27,
TOWNSHIP 36 NORTH, RANGE 6 EAST, CITY OF GOSHEN,
ELKHART TOWNSHIP, ELKHART COUNTY, INDIANA



LEGEND

- (AA) SEE LEGEND ON SHEET 2 OF 12
- (D1) PRIVATE ACCESS & DRAINAGE EASEMENT AT DISTANCES INDICATED
- (D2) PUBLIC ACCESS & DRAINAGE EASEMENT AT DISTANCES INDICATED
- (E) ROADWAY MAINTENANCE, DRAINAGE & UTILITY EASEMENT AT DISTANCES INDICATED
- (F) PRIVATE ACCESS & MAINTENANCE EASEMENT AT DISTANCES INDICATED
- (L) DRAINAGE, LANDSCAPE & ACCESS EASEMENT AT DISTANCES INDICATED
- (R) RETENTION & DRAINAGE EASEMENT AT DISTANCES INDICATED



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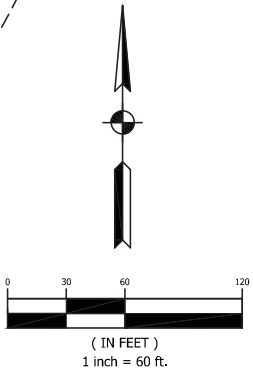
JOB NO.: 22-1784
DATE: SEPTEMBER, 2025
SHEET 4 OF 12

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CHERRY CREEK
PHASE ONE - SECTION ONE
A PART OF THE SOUTH HALF OF SECTION 27,
TOWNSHIP 36 NORTH, RANGE 6 EAST, CITY OF GOSHEN,
ELKHART TOWNSHIP, ELKHART COUNTY, INDIANA

LEGEND

- (D1) PRIVATE ACCESS & DRAINAGE EASEMENT AT DISTANCES INDICATED
- (E) ROADWAY MAINTENANCE, DRAINAGE & UTILITY EASEMENT AT DISTANCES INDICATED
- (G) 10' ROADWAY MAINTENANCE, DRAINAGE & NON-ACCESS EASEMENT
- (L) DRAINAGE, LANDSCAPE & ACCESS EASEMENT AT DISTANCES INDICATED
- (N) 5' NON-ACCESS EASEMENT ALONG SOUTH SIDE LOTS 2, 67-70, 80-88, 91-93, CS "C" & CS "E" & NORTH SIDE LOTS 72-79, 89, 90 & 95
- (T) 20' TRAIL EASEMENT FOR PUBLIC USE
- (WS) WATER, SEWER & TRAIL EASEMENT AT DISTANCES INDICATED
- (B1) BLANKET ACCESS EASEMENT FOR PUBLIC USE OF PARKING, DRIVING AISLES, SIDEWALKS AND OPEN AREAS FOR LOTS 1 & 2, 72-87, 89-95 & COMMON SPACE C
- (B2) BLANKET EASEMENT FOR PRIVATE SHARED ACCESS, DRAINAGE & MAINTENANCE FROM LOTS 1 & 2, 72-87, 89-95 TO CHERRY CREEK, LLC
- (B3) BLANKET EASEMENT FOR PUBLIC USE OF SIDEWALKS & OPEN AREAS FOR COMMON SPACE B



CITY OF GOSHEN, INDIANA
INSTR. #2001-42758
INSTR. #2001-42759
OPEN AREA

DRAINAGE EASEMENT AGREEMENT
BETWEEN THE CITY OF GOSHEN
AND CHERRY CREEK, LLC
INSTR. #2024-09850
AFFIDAVIT RECORDED IN
INSTR. #2024-14187

GEOTHERMAL EASEMENT AGREEMENT
BETWEEN THE CITY OF GOSHEN
AND CHERRY CREEK, LLC
INSTR. #

MATCHLINE F

WATERFORD MILLS PARKWAY R/W VARIES

MATCHLINE E

SEE SHEET 2 OF 12
(MATCHLINE A)

MATCHLINE A

2
(B1)
(B2)

SEE SHEET 9 OF 12
FOR ENTIRE LOT 2

MATCHLINE A
SEE SHEET 8 OF 12
(MATCHLINE A)

SEE SHEET 9 OF 12
FOR ENTIRE LOT 1

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JOB NO.: 22-1784
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SHEET 5 OF 12

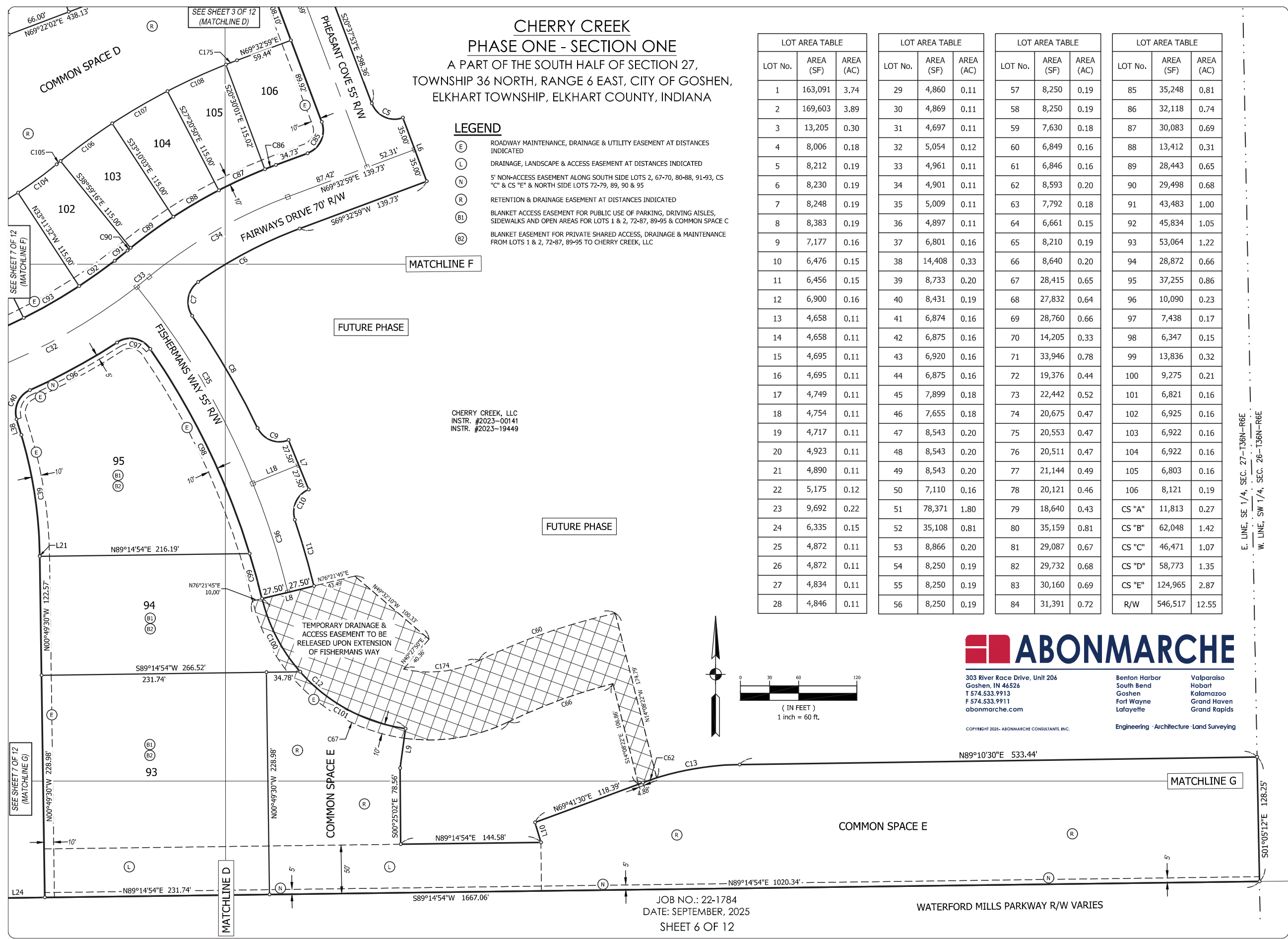
MATCHLINE B
SEE SHEET 7 OF 12
(MATCHLINE B)

MATCHLINE B
SEE SHEET 2 OF 12
(MATCHLINE B)

SEE SHEET 3 OF 12
(MATCHLINE E)

SEE SHEET 7 OF 12
(MATCHLINE F)

SEE SHEET 10 OF 12
FOR ENTIRE
COMMON SPACE B



CHERRY CREEK
PHASE ONE - SECTION ONE
A PART OF THE SOUTH HALF OF SECTION 27,
TOWNSHIP 36 NORTH, RANGE 6 EAST, CITY OF GOSHEN,
ELKHART TOWNSHIP, ELKHART COUNTY, INDIANA

- LEGEND**
- (E) ROADWAY MAINTENANCE, DRAINAGE & UTILITY EASEMENT AT DISTANCES INDICATED
 - (L) DRAINAGE, LANDSCAPE & ACCESS EASEMENT AT DISTANCES INDICATED
 - (N) 5' NON-ACCESS EASEMENT ALONG SOUTH SIDE LOTS 2, 67-70, 80-88, 91-93, CS "C" & CS "E" & NORTH SIDE LOTS 72-79, 89, 90 & 95
 - (R) RETENTION & DRAINAGE EASEMENT AT DISTANCES INDICATED
 - (B1) BLANKET ACCESS EASEMENT FOR PUBLIC USE OF PARKING, DRIVING AISLES, SIDEWALKS AND OPEN AREAS FOR LOTS 1 & 2, 72-87, 89-95 & COMMON SPACE C
 - (B2) BLANKET EASEMENT FOR PRIVATE SHARED ACCESS, DRAINAGE & MAINTENANCE FROM LOTS 1 & 2, 72-87, 89-95 TO CHERRY CREEK, LLC

LOT AREA TABLE			LOT AREA TABLE			LOT AREA TABLE			LOT AREA TABLE		
LOT No.	AREA (SF)	AREA (AC)	LOT No.	AREA (SF)	AREA (AC)	LOT No.	AREA (SF)	AREA (AC)	LOT No.	AREA (SF)	AREA (AC)
1	163,091	3.74	29	4,860	0.11	57	8,250	0.19	85	35,248	0.81
2	169,603	3.89	30	4,869	0.11	58	8,250	0.19	86	32,118	0.74
3	13,205	0.30	31	4,697	0.11	59	7,630	0.18	87	30,083	0.69
4	8,006	0.18	32	5,054	0.12	60	6,849	0.16	88	13,412	0.31
5	8,212	0.19	33	4,961	0.11	61	6,846	0.16	89	28,443	0.65
6	8,230	0.19	34	4,901	0.11	62	8,593	0.20	90	29,498	0.68
7	8,248	0.19	35	5,009	0.11	63	7,792	0.18	91	43,483	1.00
8	8,383	0.19	36	4,897	0.11	64	6,661	0.15	92	45,834	1.05
9	7,177	0.16	37	6,801	0.16	65	8,210	0.19	93	53,064	1.22
10	6,476	0.15	38	14,408	0.33	66	8,640	0.20	94	28,872	0.66
11	6,456	0.15	39	8,733	0.20	67	28,415	0.65	95	37,255	0.86
12	6,900	0.16	40	8,431	0.19	68	27,832	0.64	96	10,090	0.23
13	4,658	0.11	41	6,874	0.16	69	28,760	0.66	97	7,438	0.17
14	4,658	0.11	42	6,875	0.16	70	14,205	0.33	98	6,347	0.15
15	4,695	0.11	43	6,920	0.16	71	33,946	0.78	99	13,836	0.32
16	4,695	0.11	44	6,875	0.16	72	19,376	0.44	100	9,275	0.21
17	4,749	0.11	45	7,899	0.18	73	22,442	0.52	101	6,821	0.16
18	4,754	0.11	46	7,655	0.18	74	20,675	0.47	102	6,925	0.16
19	4,717	0.11	47	8,543	0.20	75	20,553	0.47	103	6,922	0.16
20	4,923	0.11	48	8,543	0.20	76	20,511	0.47	104	6,922	0.16
21	4,890	0.11	49	8,543	0.20	77	21,144	0.49	105	6,803	0.16
22	5,175	0.12	50	7,110	0.16	78	20,121	0.46	106	8,121	0.19
23	9,692	0.22	51	78,371	1.80	79	18,640	0.43	CS "A" 11,813 0.27		
24	6,335	0.15	52	35,108	0.81	80	35,159	0.81	CS "B" 62,048 1.42		
25	4,872	0.11	53	8,866	0.20	81	29,087	0.67	CS "C" 46,471 1.07		
26	4,872	0.11	54	8,250	0.19	82	29,732	0.68	CS "D" 58,773 1.35		
27	4,834	0.11	55	8,250	0.19	83	30,160	0.69	CS "E" 124,965 2.87		
28	4,846	0.11	56	8,250	0.19	84	31,391	0.72	R/W 546,517 12.55		

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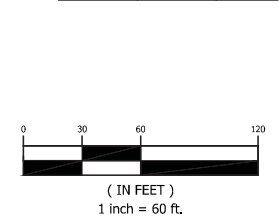
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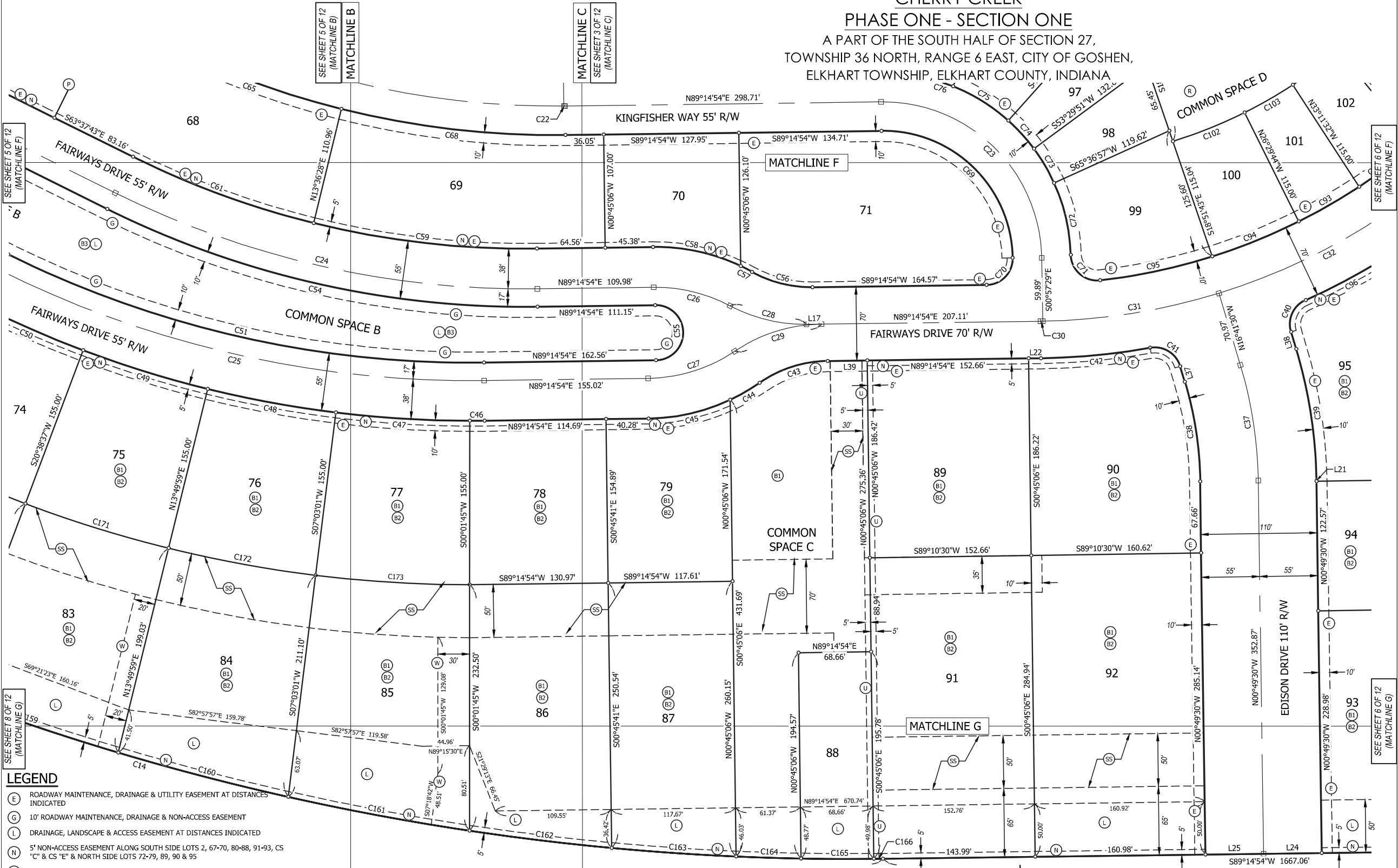
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E. LINE, SE 1/4, SEC. 27-T36N-R6E
W. LINE, SW 1/4, SEC. 26-T36N-R6E

CHERRY CREEK
PHASE ONE - SECTION ONE
A PART OF THE SOUTH HALF OF SECTION 27,
TOWNSHIP 36 NORTH, RANGE 6 EAST, CITY OF GOSHEN,
ELKHART TOWNSHIP, ELKHART COUNTY, INDIANA

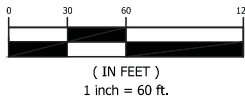


LEGEND

- (E) ROADWAY MAINTENANCE, DRAINAGE & UTILITY EASEMENT AT DISTANCES INDICATED
- (G) 10' ROADWAY MAINTENANCE, DRAINAGE & NON-ACCESS EASEMENT
- (L) DRAINAGE, LANDSCAPE & ACCESS EASEMENT AT DISTANCES INDICATED
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- (R) RETENTION & DRAINAGE EASEMENT AT DISTANCES INDICATED
- (U) 10' NIPSCO EASEMENT (5' ON EITHER SIDE OF LOT LINE)
- (SS) SANITARY SEWER EASEMENT AT DISTANCES INDICATED
- (W) WATER EASEMENT AT DISTANCES INDICATED
- (B1) BLANKET ACCESS EASEMENT FOR PUBLIC USE OF PARKING, DRIVING AISLES, SIDEWALKS AND OPEN AREAS FOR LOTS 1 & 2, 72-87, 89-95 & COMMON SPACE C
- (B2) BLANKET EASEMENT FOR PRIVATE SHARED ACCESS, DRAINAGE & MAINTENANCE FROM LOTS 1 & 2, 72-87, 89-95 TO CHERRY CREEK, LLC
- (B3) BLANKET EASEMENT FOR PUBLIC USE OF SIDEWALKS & OPEN AREAS FOR COMMON SPACE B

JOB NO.: 22-1784
DATE: SEPTEMBER, 2025
SHEET 7 OF 12

WATERFORD MILLS PARKWAY R/W VARIES



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LEGEND

- (E) ROADWAY MAINTENANCE, DRAINAGE & UTILITY EASEMENT AT DISTANCES INDICATED
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- (T) 20' TRAIL EASEMENT FOR PUBLIC USE
- (W) WATER EASEMENT AT DISTANCES INDICATED
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- (B3) BLANKET EASEMENT FOR PUBLIC USE OF SIDEWALKS & OPEN AREAS FOR COMMON SPACE B

CITY OF GOSHEN, INDIANA
INSTR. #2001-42758
INSTR. #2001-42759
OPEN AREA

DRAINAGE EASEMENT AGREEMENT
BETWEEN THE CITY OF GOSHEN
AND CHERRY CREEK, LLC
INSTR. #2024-09850
AFFIDAVIT RECORDED IN
INSTR. #2024-14187

GEOTHERMAL EASEMENT AGREEMENT
BETWEEN THE CITY OF GOSHEN
AND CHERRY CREEK, LLC
INSTR. #

MATCHLINE A
SEE SHEET 5 OF 12
(MATCHLINE A)

MATCHLINE F

2

(B1)
(B2)

GOSHEN REDEVELOPMENT
AUTHORITY
INSTR. #2015-11925

CITY OF GOSHEN
INSTR. #2008 00782
TRACT 2

DRAINAGE EASEMENT AGREEMENT
BETWEEN THE CITY OF GOSHEN
AND CHERRY CREEK, LLC
INSTR. #2024-11681

MATCHLINE G

MATCHLINE A

CHERRY CREEK
PHASE ONE - SECTION ONE

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TOWNSHIP 36 NORTH, RANGE 6 EAST, CITY OF GOSHEN,
ELKHART TOWNSHIP, ELKHART COUNTY, INDIANA

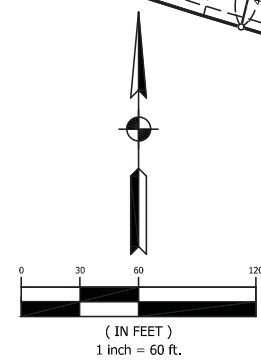
SEE SHEET 7 OF 12
(MATCHLINE F)

SEE SHEET 7 OF 12
(MATCHLINE G)

REGENT STREET 60' R/W

WATERFORD MILLS PARKWAY R/W VARIES

E. LINE, SW 1/4, SEC. 27-T36N-R6E
W. LINE, SE 1/4, SEC. 27-T36N-R6E



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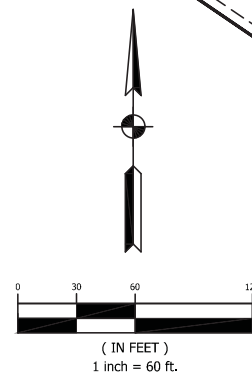
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JOB NO.: 22-1784
DATE: SEPTEMBER, 2025
SHEET 8 OF 12

LEGEND

-
- DRAINAGE EASEMENT AGREEMENT
BETWEEN THE CITY OF GOSHEN
AND YES WINCHESTER TRAILS, LLC
INSTR. #2024-13795
- CITY OF GOSHEN, INDIANA
INSTR. #2001-42758
INSTR. #2001-42759
OPEN AREA
- DRAINAGE EASEMENT AGREEMENT
BETWEEN THE CITY OF GOSHEN
AND CHERRY CREEK, LLC
INSTR. #2024-09850
AFFIDAVIT RECORDED IN
INSTR. #2024-14187
- GEOTHERMAL EASEMENT AGREEMENT
BETWEEN THE CITY OF GOSHEN
AND CHERRY CREEK, LLC
INSTR. #.
- CHERRY CREEK LANE 110' R/W
- CHERRY CREEK LANE 70' R/W
- KINGFISHER WAY 55' R/W
- FAIRWAYS DRIVE 55' R/W
- COMMON SPACE B
- LOT 1
- LOT 24
- LOT 25
- LOT 67
- MATCHLINE A
- MATCHLINE E
- MATCHLINE F
- SEE SHEET 5 OF 12
(MATCHLINE A)
- SEE SHEET 10 OF 12
(MATCHLINE E)
- SEE SHEET 2 OF 12
(MATCHLINE E)
- JO
DATE

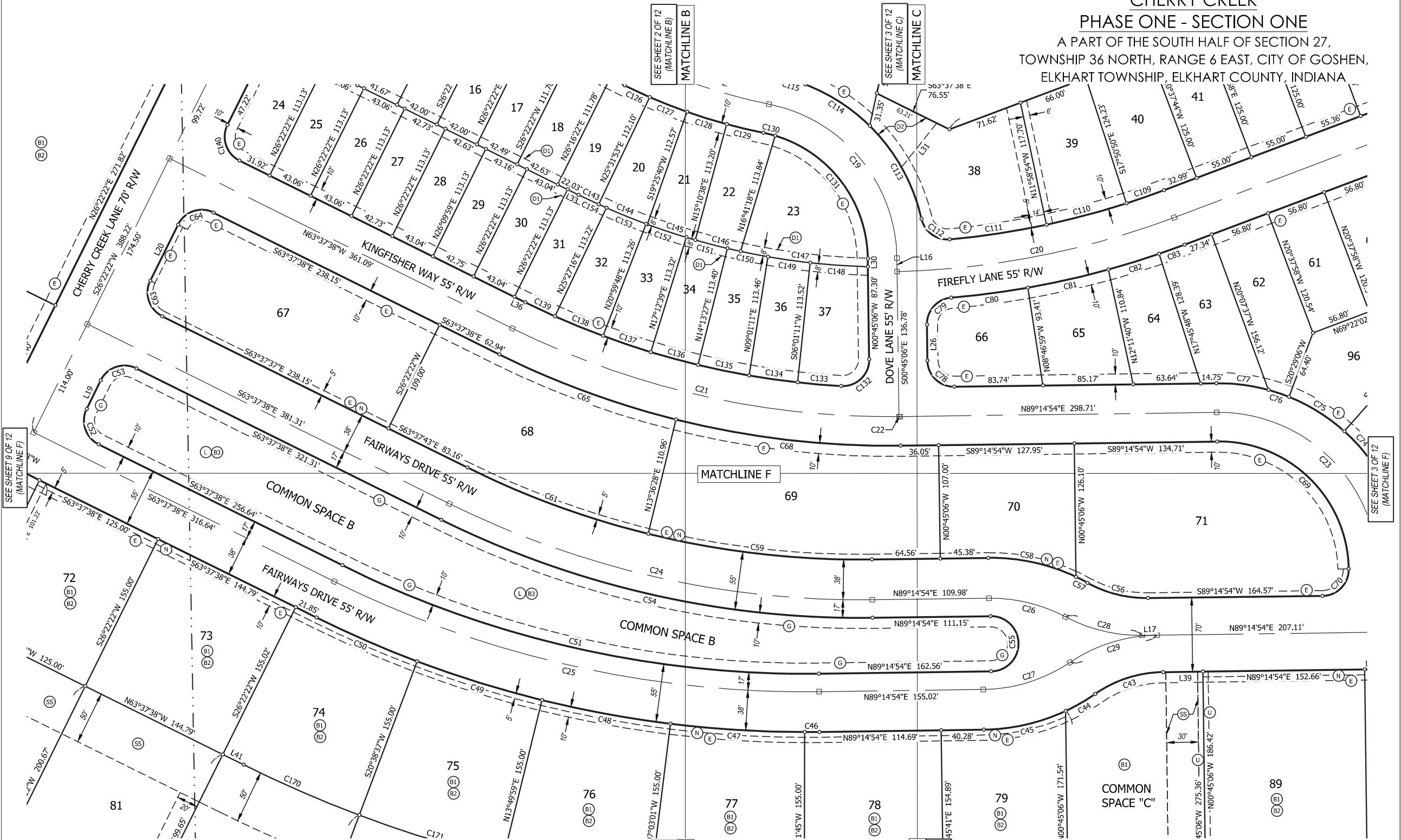


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Goshen	Kalamazoo
Fort Wayne	Grand Haven
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CHERRY CREEK
PHASE ONE - SECTION ONE

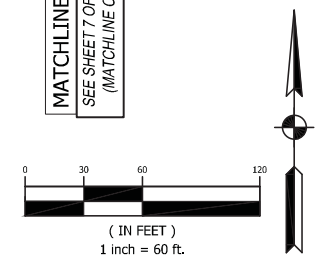
A PART OF THE SOUTH HALF OF SECTION 27,
TOWNSHIP 36 NORTH, RANGE 6 EAST, CITY OF GOSHEN,
ELKHART TOWNSHIP, ELKHART COUNTY, INDIANA



LEGEND

- | | |
|---|--|
| (D1) PRIVATE ACCESS & DRAINAGE EASEMENT AT DISTANCES INDICATED | (SS) SANITARY SEWER EASEMENT AT DISTANCES INDICATED |
| (D2) PUBLIC ACCESS & DRAINAGE EASEMENT AT DISTANCES INDICATED | (B1) BLANKET ACCESS EASEMENT FOR PUBLIC USE OF PARKING, DRIVING AISLES, SIDEWALKS AND OPEN AREAS FOR LOTS 1 & 2, 72-87, 89-95 & COMMON SPACE C |
| (E) ROADWAY MAINTENANCE, DRAINAGE & UTILITY EASEMENT AT DISTANCES INDICATED | (B2) BLANKET EASEMENT FOR PRIVATE SHARED ACCESS, DRAINAGE & MAINTENANCE FROM LOTS 1 & 2, 72-87, 89-95 TO CHERRY CREEK, LLC |
| (G) 10' ROADWAY MAINTENANCE, DRAINAGE & NON-ACCESS EASEMENT | (B3) BLANKET EASEMENT FOR PUBLIC USE OF SIDEWALKS & OPEN AREAS FOR COMMON SPACE B |
| (L) DRAINAGE, LANDSCAPE & ACCESS EASEMENT AT DISTANCES INDICATED | |
| (N) 5' NON-ACCESS EASEMENT ALONG SOUTH SIDE LOTS 2, 67-70, 80-88, 91-93, CS "C" & CS "E" & NORTH SIDE LOTS 72-79, 89, 90 & 95 | |
| (U) 10' NIPSCO EASEMENT (5' ON EITHER SIDE OF LOT LINE) | |

JOB NO.: 22-1784
DATE: SEPTEMBER, 2025
SHEET 10 OF 12



ABONMARCHE

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CHERRY CREEK
PHASE ONE - SECTION ONE
A PART OF THE SOUTH HALF OF SECTION 27,
TOWNSHIP 36 NORTH, RANGE 6 EAST, CITY OF GOSHEN,
ELKHART TOWNSHIP, ELKHART COUNTY, INDIANA

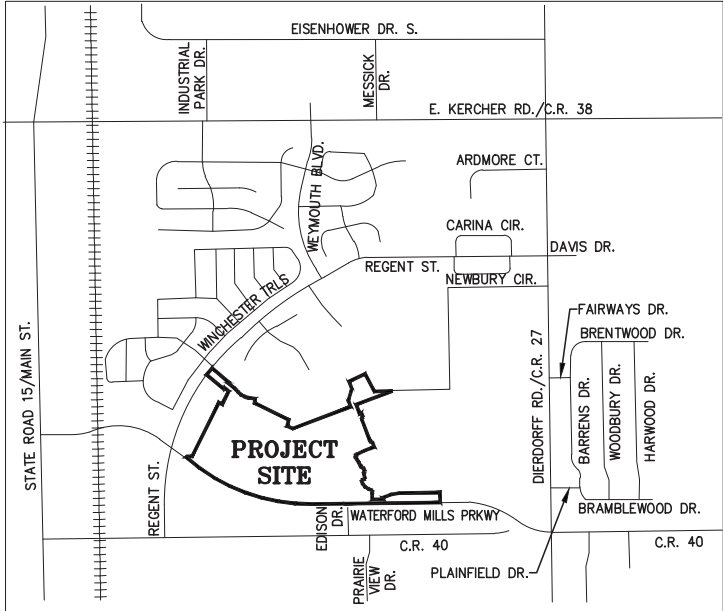
LINE TABLE		
LINE NO.	LENGTH	DIRECTION
L1	19.95'	N40°38'46"E
L2	10.00'	S40°32'01"W
L3	86.62'	N20°54'01"W
L4	25.00'	N69°22'02"E
L5	55.00'	S20°37'58"E
L6	70.00'	S20°27'01"E
L7	55.00'	S22°05'20"E
L8	55.00'	S76°21'45"W
L9	40.97'	S07°56'35"W
L10	21.42'	N16°23'14"W
L11	90.92'	N89°25'12"E
L12	50.00'	S63°37'38"E
L13	70.77'	N49°27'59"W
L14	20.00'	S40°32'01"W
L15	4.09'	S88°47'34"E
L16	12.81'	S00°45'06"E
L17	14.12'	N89°14'54"E
L18	50.88'	S67°54'40"W
L19	30.00'	S26°22'22"W
L20	59.00'	S26°22'22"W
L21	0.82'	N00°49'30"W
L22	11.66'	N89°14'54"E
L23	31.55'	N77°29'33"E
L24	55.00'	S89°14'54"W
L25	55.00'	S89°14'54"W
L26	34.01'	N00°45'06"W
L27	6.02'	S77°29'33"W
L28	17.96'	N18°51'43"W
L29	20.00'	N40°32'01"E
L30	7.87'	N00°45'06"W
L31	53.31'	S38°41'53"W
L32	110.00'	S69°21'01"W
L33	11.48'	S63°37'38"E
L34	15.38'	N63°37'38"W
L35	12.65'	N63°37'38"W
L36	11.48'	S63°37'38"E
L37	15.30'	S16°41'30"E
L38	16.91'	N16°41'30"W
L39	37.44'	N89°14'54"E
L40	25.53'	S77°29'33"W
L41	21.85'	S63°37'38"E

CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD
C1	90.07'	2,801.82'	1°50'31"	N39°30'45"E	90.07'
C2	67.05'	395.00'	9°43'32"	S44°36'13"E	66.97'
C3	154.35'	210.00'	42°06'45"	S60°47'50"E	150.90'
C4	39.27'	25.00'	89°59'55"	S24°22'04"W	35.35'
C5	39.19'	25.00'	89°49'08"	S65°32'27"E	35.30'
C6	118.53'	465.00'	14°36'17"	S62°14'50"W	118.21'
C7	39.20'	25.00'	89°50'26"	S10°01'29"W	35.31'
C8	133.97'	827.50'	9°16'34"	S30°15'27"E	133.82'
C9	37.73'	25.00'	86°28'09"	S68°51'15"E	34.25'
C10	37.73'	25.00'	86°28'09"	S24°40'36"W	34.25'
C11	71.07'	827.50'	4°55'14"	S16°05'52"E	71.04'
C12	211.96'	177.50'	68°25'10"	S47°50'50"E	199.59'
C13	102.02'	300.00'	19°29'01"	N79°26'00"E	101.52'
C14	1,807.70'	2,425.00'	42°42'39"	N69°23'46"W	1766.14'
C15	303.01'	350.00'	49°36'13"	N24°39'52"W	293.64'
C16	160.26'	350.00'	26°14'08"	N13°15'18"E	158.87'
C17	109.81'	250.00'	25°09'56"	N76°12'36"W	108.92'
C18	131.43'	500.00'	15°03'38"	S71°09'27"E	131.05'
C19	204.04'	150.00'	77°56'10"	N39°43'11"W	188.67'
C20	267.67'	800.00'	19°10'14"	N78°57'09"E	266.42'
C21	377.63'	800.00'	27°02'44"	S77°09'00"E	374.13'
C22	1.10'	800.00'	0°04'44"	N89°17'16"E	1.10'
C23	235.08'	150.00'	89°47'37"	N45°51'17"W	211.75'
C24	413.05'	872.50'	27°07'27"	S77°11'22"E	409.20'
C25	473.41'	1,000.00'	27°07'27"	S77°11'22"E	469.00'
C26	75.13'	150.00'	28°41'51"	N76°24'10"W	74.35'
C27	87.08'	150.00'	33°15'45"	N72°37'02"E	85.86'
C28	75.13'	150.00'	28°41'51"	S76°24'10"E	74.35'
C29	87.08'	150.00'	33°15'45"	S72°37'02"W	85.86'
C30	2.16'	600.00'	0°12'23"	N89°08'43"E	2.16'
C31	169.16'	600.00'	16°09'13"	N80°57'55"E	168.60'
C32	217.82'	600.00'	20°48'02"	N62°29'18"E	216.63'
C33	16.11'	600.00'	1°32'19"	N51°19'07"E	16.11'
C34	165.81'	500.00'	19°00'01"	S60°02'58"W	165.05'
C35	236.22'	800.00'	16°55'06"	N30°32'53"W	235.37'
C36	118.00'	800.00'	8°27'05"	N17°51'47"W	117.90'
C37	110.77'	400.00'	15°52'00"	N08°45'30"W	110.42'
C38	95.54'	345.00'	15°52'00"	N08°45'30"W	95.23'
C39	126.00'	455.00'	15°52'00"	N08°45'30"W	125.60'
C40	36.07'	25.00'	82°40'02"	S24°38'31"W	33.02'
C41	36.40'	25.00'	83°25'20"	N58°24'10"W	33.27'
C42	103.76'	635.00'	9°21'45"	N84°34'02"E	103.65'
C43	68.48'	115.00'	34°07'03"	S72°11'23"W	67.47'
C44	32.22'	188.00'	9°49'12"	N60°02'27"E	32.18'

CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD
C45	79.73'	188.00'	24°17'51"	N77°05'59"E	79.13'
C46	14.14'	1,038.00'	0°46'50"	N89°38'20"E	14.14'
C47	126.92'	1,038.00'	7°00'21"	S86°28'05"E	126.84'
C48	123.16'	1,038.00'	6°47'53"	S79°33'58"E	123.09'
C49	123.39'	1,038.00'	6°48'39"	S72°45'42"E	123.31'
C50	103.79'	1,038.00'	5°43'44"	S66°29'31"E	103.75'
C51	465.36'	983.00'	27°07'27"	S77°11'22"E	461.03'
C52	39.27'	25.00'	90°00'00"	S18°37'38"E	35.36'
C53	39.27'	25.00'	90°00'00"	S71°22'22"W	35.36'
C54	421.10'	889.50'	27°07'27"	S77°11'22"E	417.17'
C55	81.68'	26.00'	180°00'00"	N00°45'06"W	52.00'
C56	59.65'	115.00'	29°43'02"	S75°53'34"E	58.98'
C57	12.02'	188.00'	3°39'52"	N62°51'59"W	12.02'
C58	85.49'	188.00'	26°03'11"	N77°43'30"W	84.75'
C59	212.87'	834.50'	14°36'56"	S83°26'38"E	212.29'
C60	148.88'	626.35'	13°37'07"	S70°50'59"W	148.53'
C61	182.19'	834.50'	12°30'32"	S69°52'54"E	181.83'
C62	15.20'	300.00'	2°54'11"	S71°08'35"W	15.20'
C63	39.27'	25.00'	90°00'00"	S18°37'38"E	35.36'
C64	39.27'	25.00'	90°00'00"	S71°22'22"W	35.36'
C65	177.81'	827.50'	12°18'41"	S69°46'59"E	177.47'
C66	114.51'	562.50'	11°39'49"	N69°56'20"E	114.31'
C67	334.63'	187.50'	102°15'16"	S64°45'55"E	291.96'
C68	213.93'	827.50'	14°48'46"	S83°20'43"E	213.34'
C69	191.61'	122.50'	89°37'05"	N45°56'33"W	172.66'
C70	39.44'	25.00'	90°22'55"	N44°03'27"E	35.47'
C71	41.37'	25.00'	94°49'19"	S49°07'27"E	36.81'
C72	70.23'	177.50'	22°40'15"	N13°02'55"W	69.78'
C73	37.54'	177.50'	12°07'06"	N30°26'36"W	37.47'
C74	36.16'	177.50'	11°40'19"	N42°20'18"W	36.10'
C75	61.62'	177.50'	19°53'28"	N58°07'12"W	61.31'
C76	20.45'	177.50'	6°36'06"	N71°21'59"W	20.44'
C77	49.83'	177.50'	16°05'04"	N82°42'34"W	49.67'
C78	39.27'	25.00'	90°00'00"	S45°45'06"E	35.36'
C79	37.44'	25.00'	85°48'03"	S42°08'56"W	34.04'
C80	73.05'	827.50'	5°03'29"	N82°31'13"E	73.03'
C81	77.95'	827.50'	5°23'50"	N77°17'33"E	77.92'
C82	50.11'	827.50'	3°28'12"	N72°51'33"E	50.11'
C83	25.38'	827.50'	1°45'25"	N70°14'44"E	25.37'
C84	39.27'	25.00'	90°00'00"	N65°37'56"W	35.36'
C85	39.35'	25.00'	90°10'52"	N24°27'33"E	35.41'
C86	12.12'	535.00'	1°17'52"	S68°54'03"W	12.12'
C87	52.28'	535.00'	5°35'57"	S65°27'08"W	52.26'
C88	54.35'	535.00'	5°49'13"	S59°44'34"W	54.32'

CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD
C89	54.35'	535.00'	5°49'13"	S53°55'21"W	54.32'
C90	4.32'	535.00'	0°27'46"	S50°46'51"W	4.32'
C91	16.81'	565.00'	1°42'18"	N51°24'07"E	16.81'
C92	44.90'	565.00'	4°33'12"	N54°31'52"E	44.89'
C93	66.04'	565.00'	6°41'48"	N60°09'22"E	66.00'
C94	88.31'	565.00'	8°57'21"	N67°58'57"E	88.22'
C95	108.52'	565.00'	11°00'16"	N77°57'45"E	108.35'
C96	102.32'	635.00'	9°13'56"	N61°21'34"E	102.21'
C97	38.66'	25.00'	88°36'24"	N78°57'12"W	34.92'
C98	235.11'	772.50'	17°26'17"	N25°55'52"W	234.21'
C99	48.19'	772.50'	3°34'28"	N15°25'29"W	48.19'
C100	85.89'	177.50'	27°43'32"	S27°30'01"E	85.06'
C101	126.07'	177.50'	40°41'38"	S61°42'36"E	123.43'
C102	72.99'	450.00'	9°17'38"	N68°09'05"E	72.91'
C103	52.60'	450.00'	6°41'48"	N60°09'22"E	52.57'
C104	49.15'	450.00'	6°15'30"	N53°40'43"E	49.13'
C105	5.25'	650.00'	0°27'46"	S50°46'51"W	5.25'
C106	66.03'	650.00'	5°49'13"	S53°55'21"W	66.00'
C107	66.03'	650.00'	5°49'13"	S59°44'34"W	66.00'
C108	66.02'	650.00'	5°49'11"	S65°33'46"W	66.00'
C109	37.56'	772.50'	2°47'08"	N70°45'36"E	37.55'
C110	78.08'	772.50'	5°47'29"	N75°02'54"E	78.05'
C111	92.37'	772.50'	6°51'03"	N81°22'10"E	92.31'
C112	36.00'	25.00'	82°31'01"	S53°56'48"E	32.97'
C113	101.82'	177.50'	32°52'06"	N29°07'21"W	100.43'
C114	72.64'	177.50'	23°26'50"	N57°16'49"W	72.13'
C115	30.00'	177.50'	9°41'03"	N73°50'45"W	29.97'
C116	30.71'	472.50'	3°43'27"	S76°49'32"E	30.71'
C117	61.96'	472.50'	7°30'46"	S71°12'26"E	61.91'
C118	31.53'	472.50'	3°49'25"	S65°32'21"E	31.53'
C119	18.67'	277.50'	3°51'20"	N65°33'18"W	18.67'
C120	54.96'	277.50'	11°20'51"	N73°09'23"W	54.87'
C121	31.59'	25.00'	72°24'08"	S42°37'45"E	29.53'
C122	112.08'	385.00'	16°40'47"	N14°46'04"W	111.68'
C123	177.12'	385.00'	26°21'32"	N36°17'13"W	175.56'
C124	42.75'	25.00'	97°59'02"	S57°38'13"W	37.73'
C125	37.84'	222.50'	9°44'38"	N68°29'57"W	37.79'
C126	26.07'	527.50'	2°49'54"	S65°02'35"E	26.07'
C127	37.87'	527.50'	4°06'48"	S68°30'56"E	37.86'
C128	39.13'	527.50'	4°15'02"	S72°41'51"E	39.12'
C129	35.58'	527.50'	3°51'54"	S76°45'19"E	35.58'
C130	11.49'	122.50'	5°22'34"	N75°59'59"W	11.49'
C131	155.14'	122.50'	72°33'36"	N37°01'54"W	144.97'
C132	41.06'	25.00'	94°06'43"	N46°18'16"E	36.60'

CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD
C133	41.12'	772.50'	3°03'00"	S85°06'52"E	41.12'
C134	46.12'	772.50'	3°25'15"	S81°52'44"E	46.12'
C135	49.31'	772.50'	3°39'27"	S78°20'23"E	49.30'
C136	46.19'	772.50'	3°25'33"	S74°47'53"E	46.18'
C137	47.53'	772.50'	3°31'32"	S71°19'21"E	47.53'
C138	49.05'	772.50'	3°38'16"	S67°44'27"E	49.04'
C139	30.94'	772.50'	2°17'41"	S64°46'29"E	30.94'
C140	39.27'	25.00'	90°00'00"	S18°37'38"E	35.36'
C141	40.99'	385.00'	6°06'01"	N23°19'21"E	40.97'
C142	78.13'	385.00'	11°37'38"	N14°27'32"E	78.00'
C143	20.87'	659.50'	1°48'46"	S64°38'01"E	20.87'
C144	49.83'	659.50'	4°19'44"	S67°42'17"E	49.82'
C145	47.51'	659.50'	4°07'40"	S71°55'58"E	47.50'
C146	44.06'	659.50'	3°49'39"	S75°54'38"E	44.05'
C147	121.16'	659.50'	10°31'32"	S83°05'14"E	120.98'
C148	54.53'	659.50'	4°44'16"	S85°58'52"E	54.52'
C149	40.18'	659.50'	3°29'27"	S81°52'01"E	40.17'
C150	39.01'	659.50'	3°23'21"	S78°25'37"E	39.00'
C151	40.28'	659.50'	3°29'59"	S74°58'58"E	40.28'
C152	40.05'	659.50'	3°28'46"	S71°29'35"E	40.04'
C153	40.24'	659.50'	3°29'45"	S68°00'20"E	40.23'
C154	29.13'	659.50'	2°31'49"	S64°59'33"E	29.12'
C155	424.79'	2,425.00'	10°02'11"	S53°03'33"E	424.25'
C156	179.37'	2,425.00'	4°14'16"	S60°11'47"E	179.33'
C157	144.81'	2,425.00'	3°25'17"	S64°01'34"E	144.79'
C158	160.86'	2,425.00'	3°48'02"	S67°38'13"E	160.83'
C159	165.23'	2,425.00'	3°54'14"	S71°29'22"E	165.20'
C160	166.15'	2,425.00'	3°55'33"	S75°24'15"E	166.12'
C161	174.33'	2,425.00'	4°07'08"	S79°25'35"E	174.30'
C162	135.41'	2,425.00'	3°11'58"	S83°05'08"E	135.39'
C163	117.97'	2,425.00'	2°47'15"	S86°04'44"E	117.96'
C164	61.44'	2,425.00'	1°27'06"	S88°11'55"E	61.43'
C165	68.68'	2,425.00'	1°37'21"	S89°44'08"E	68.67'
C166	8.66'	2,425.00'	0°12'17"	N89°21'03"E	8.66'
C167	416.95'	315.00'	75°50'20"	N11°32'49"W	387.17'
C168	43.02'	2,801.82'	0°52'47"	N39°01'53"E	43.01'
C169	47.05'	2,801.82'	0°57'44"	N39°57'08"E	47.05'
C170	119.29'	1,193.00'	5°43'44"	S66°29'31"E	119.24'
C171	141.81'	1,193.00'	6°48'39"	S72°45'42"E	141.73'
C172	141.51'	1,193.00'	6°47'46"	S79°33'54"E	141.42'
C173	145.91'	1,193.00'	7°00'28"	S86°28'01"E	145.82'
C174	79.97'	117.50'	38°59'50"	S83°36'20"W	78.44'
C175	12.22'	650.00'	1°04'37"	S69°00'40"W	12.22'



LOCATION MAP
NOT TO SCALE

PLAN COMMISSION STAFF APPROVAL

UNDER THE AUTHORITY PROVIDED BY CHAPTER 174, ACTS OF 1947, ENACTED BY THE GENERAL ASSEMBLY OF THE STATE OF INDIANA AND ORDINANCE ADOPTED BY THE COMMON COUNCIL OF THE CITY OF GOSHEN, INDIANA, THIS PLAT WAS GIVEN APPROVAL BY THE CITY OF GOSHEN, AS FOLLOWS:

APPROVED BY THE ZONING ADMINISTRATOR ON BEHALF OF THE CITY PLANNING COMMISSION ON THIS

____ DAY OF _____, 20 ____.

RHONDA YODER, ZONING ADMINISTRATOR

CITY OF GOSHEN, INDIANA DRAINAGE MAINTENANCE STATEMENT

THE CITY OF GOSHEN, INDIANA IS A MUNICIPAL SEPARATE STORM SEWER (MS4) COMMUNITY GOVERNED BY INDIANA'S MUNICIPAL SEPARATE STORM SEWER SYSTEM GENERAL PERMIT (INR040000). THE CITY OF GOSHEN'S POST CONSTRUCTION STORMWATER ORDINANCE REQUIRES THE OWNER AND ITS ASSIGNS TO EXECUTE A STORMWATER MAINTENANCE COVENANT FOR THE OPERATION, MAINTENANCE, AND REPAIR OF ALL STORMWATER MANAGEMENT FACILITIES, AS DESCRIBED IN THE DEVELOPMENT'S "POST CONSTRUCTION STORMWATER MANAGEMENT PLAN". TO ADMINISTER THE "POST CONSTRUCTION STORMWATER MANAGEMENT PLAN", THE OWNER AND ITS ASSIGNS SHALL MAINTAIN AN ACCESS AND MAINTENANCE EASEMENT OVER THE STORMWATER SYSTEM AND A FUNDING MECHANISM FOR THE MAINTENANCE OF SAID STORMWATER SYSTEM. ANY CHANGES TO THE MAINTENANCE AGREEMENT BY THE DEVELOPMENT AND/OR THE ASSIGNS SHALL BE APPROVED BY THE DEPARTMENT OF STORMWATER MANAGEMENT AND THEN RECORDED WITH THE ELKHART COUNTY RECORDER.

AT A MINIMUM, THE "STORMWATER MAINTENANCE POLLUTION PREVENTION PLAN" SHALL REQUIRE THE MAINTENANCE OF ALL DRAINAGE FACILITIES INCLUDING CULVERTS AND SWALES. NO OWNER OR ITS ASSIGN SHALL PERMIT, ALLOW OR CAUSE ANY OF SAID FACILITIES TO BE OBSTRUCTED, REMOVED OR IN ANY WAY IMPEDE THE FLOW OF WATER ACROSS OR THROUGH SAID FACILITIES. IN THE EVENT ANY SUCH FACILITIES BECOME DAMAGED OR IN DISREPAIR, IT SHALL BE THE RESPONSIBILITY OF THE OWNER AND ITS ASSIGNS TO REPAIR SUCH FACILITIES AT THE COLLECTIVE'S EXPENSE.

THE CITY OF GOSHEN WILL ENFORCE THE "POST CONSTRUCTION STORMWATER MANAGEMENT PLAN," AND SHALL TAKE LEGAL ACTION, IF NECESSARY, AGAINST ANY PARTY IN NON-COMPLIANCE.

IN THE EVENT AN OWNER OR ITS ASSIGNS FAIL TO MAINTAIN SUCH DRAINAGE FACILITIES IN GOOD WORKING ORDER AND REPAIR, THE CITY OF GOSHEN, INDIANA, MAY REPAIR SUCH DRAINAGE FACILITIES AND INVOICE THE COSTS OF SUCH REPAIR TO THE OWNER AND ITS ASSIGNS. THE CITY OF GOSHEN, INDIANA, IS GRANTED AN EASEMENT ACROSS THE OWNER AND ASSIGN'S REAL ESTATE FOR THE PURPOSE OF REPAIRING AND INSPECTING ANY DRAINAGE FACILITIES ON SAID OWNER OR ASSIGNS' REAL ESTATE. THE AMOUNT OF ANY ASSESSMENT FOR THE COSTS OF REPAIR, AS ASSESSED BY THE CITY, SHALL CONSTITUTE A LIEN UPON THE REAL ESTATE OF THE OWNER AND ASSIGNS, AND AN ENCUMBRANCE UPON THE TITLE TO SAID REAL ESTATE.

THE CITY OF GOSHEN, INDIANA, IS FURTHER GRANTED RIGHT OF ACTION FOR THE COLLECTION OF SAID INDEBTEDNESS FROM THE OWNER AND ASSIGNS, AND FOR THE FORECLOSURE OF SAID LIEN IN THE MANNER IN WHICH MORTGAGES ARE FORECLOSED UNDER THE LAWS OF SAID STATE OF INDIANA. ANY SUCH COLLECTION AND/OR FORECLOSURE ACTION SHALL BE MAINTAINED IN THE COURTS OF GENERAL JURISDICTION OF THE STATE OF INDIANA, AND SHALL BE COMMENCED IN ELKHART COUNTY, INDIANA.

STATEMENT OF UTILITIES

AN EASEMENT IS HEREBY GRANTED TO THE CITY OF GOSHEN, ALL PUBLIC UTILITY COMPANIES, INCLUDING COMMUNICATION COMPANIES, NORTHERN INDIANA PUBLIC SERVICE COMPANY, AND SEVERAL PRIVATE UTILITY COMPANIES WHERE THEY HAVE A CERTIFICATE OF TERRITORIAL AUTHORITY TO RENDER SERVICE AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, TO INSTALL, PLACE, AND MAINTAIN SEWERS, WATER MAINS, GAS MAINS, ELECTRIC LINES, CONDUITS, BRACES, GUYS, ANCHORS, AND OTHER PUBLIC AND PRIVATE APPURTENANCES IN, UPON, ALONG AND OVER THE STRIPS OF LAND DESIGNATED ON THE PLAT MARKED "UTILITY EASEMENT" FOR THE PURPOSES OF SERVICING THE PUBLIC IN GENERAL WITH SEWER, WATER, GAS, ELECTRIC, COMMUNICATION SERVICE, AND OTHER PUBLIC AND PRIVATE UTILITIES, INCLUDING THE RIGHT TO USE THE STREETS, WHERE NECESSARY AND TO OVERHANG LOTS WITH AERIAL SERVICE WIRES TO SERVE LOTS ADJACENT TO EASEMENTS, TOGETHER WITH THE RIGHT TO ENTER UPON SAID EASEMENTS FOR PUBLIC AND PRIVATE UTILITIES AT ALL TIMES FOR ANY OF THE PURPOSES AFORESAID AND TO TRIM AND KEEP TRIMMED ANY TREES, SHRUB, OR SAPLINGS THAT INTERFERE WITH ANY SUCH UTILITY EQUIPMENT. NO PERMANENT BUILDING OR IMPROVEMENT, SEMI-PERMANENT STRUCTURE, TREE, OR FENCE SHALL BE PLACED ON SAID EASEMENT. STILL, THE SAME MAY BE USED FOR GARDENS, SHRUBS, UNFIXED LANDSCAPING, AND OTHER PURPOSES THAT DO NOT INTERFERE WITH THE USE OF SAID EASEMENT FOR SUCH PUBLIC UTILITY PURPOSES.

LEGAL DESCRIPTION
CHEERY CREEK PHASE ONE SECTION ONE

A PART OF THE SOUTH HALF SECTION 27 IN TOWNSHIP 36 NORTH, RANGE 6 EAST, CITY OF GOSHEN, ELKHART TOWNSHIP, ELKHART COUNTY, INDIANA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A STONE MARKING THE EAST QUARTER-CORNER OF SAID SECTION 27; THENCE SOUTH 01°05'12" EAST (BASED ON THE INDIANA G.C.S., ELKHART COUNTY PROJECTION) ALONG THE EAST LINE OF A PARCEL OF LAND CONVEYED TO THE GOSHEN COMMUNITY SCHOOLS AS DESCRIBED AND RECORDED IN THE OFFICE OF THE RECORDER OF ELKHART COUNTY IN INSTRUMENT NUMBER 2004-35409 AND THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 27, A DISTANCE OF 735.01 FEET TO THE SOUTHEAST CORNER OF SAID GOSHEN COMMUNITY SCHOOLS PARCEL; THENCE SOUTH 88°35'15" WEST ALONG THE SOUTH LINE OF SAID GOSHEN COMMUNITY SCHOOLS PARCEL, 595.02 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE SOUTH 69°22'02" WEST, 501.92 FEET; THENCE SOUTH 20°37'53" EAST, 125.00 FEET; THENCE NORTH 69°22'02" EAST, 25.00 FEET; THENCE SOUTH 20°37'58" EAST, 55.00 FEET TO THE POINT OF A CURVE, CONCAVE TO THE SOUTHEAST; THENCE SOUTHWESTERLY AN ARC DISTANCE OF 39.27 FEET, ALONG SAID CURVE HAVING A RADIUS OF 25.00 FEET AND SUBTENDED BY A LONG CHORD BEARING OF SOUTH 24°22'04" WEST, 35.35 FEET; THENCE SOUTH 20°37'53" EAST, 298.36 FEET TO THE POINT OF A CURVE, CONCAVE TO THE NORTHEAST; THENCE SOUTHEASTERLY 39.19 FEET ALONG SAID CURVE HAVING A RADIUS OF 25.00 FEET AND SUBTENDED BY A LONG CHORD BEARING OF SOUTH 65°32'27" EAST, 35.30 FEET; THENCE SOUTH 20°27'01" EAST, 70.00 FEET; THENCE SOUTH 69°32'59" WEST, 139.73 FEET TO THE POINT OF A CURVE, CONCAVE TO THE SOUTHEAST; THENCE SOUTHWESTERLY 118.53 FEET ALONG SAID CURVE HAVING A RADIUS OF 465.00 FEET AND SUBTENDED BY A LONG CHORD BEARING OF SOUTH 62°14'50" WEST, 118.21 FEET TO THE POINT OF CURVE, CONCAVE TO THE SOUTHEAST; THENCE SOUTHWESTERLY 39.20 FEET ALONG SAID CURVE HAVING A RADIUS OF 25.00 FEET AND SUBTENDED BY A LONG CHORD BEARING OF SOUTH 10°01'29" WEST, 35.31 FEET TO THE POINT OF A CURVE, CONCAVE TO THE SOUTHWEST; THENCE SOUTHEASTERLY 39.19 FEET ALONG SAID CURVE HAVING A RADIUS OF 827.50 FEET AND SUBTENDED BY A LONG CHORD BEARING OF SOUTH 30°15'27" EAST, 133.82 FEET TO THE POINT OF A CURVE, CONCAVE TO THE NORTHEAST; THENCE SOUTHEASTERLY 37.73 FEET ALONG SAID CURVE HAVING A RADIUS OF 25.00 FEET AND SUBTENDED BY A LONG CHORD BEARING OF SOUTH 68°51'15" EAST, 34.25 FEET; THENCE SOUTH 22°05'20" EAST, 55.00 FEET TO THE POINT OF A CURVE, CONCAVE TO THE SOUTHEAST; THENCE SOUTHWESTERLY 37.73 FEET ALONG SAID CURVE HAVING A RADIUS OF 25.00 FEET AND SUBTENDED BY A LONG CHORD BEARING OF SOUTH 24°40'36" WEST, 34.25 FEET TO THE POINT OF A CURVE, CONCAVE TO THE SOUTHWEST; THENCE SOUTHEASTERLY 71.07 FEET ALONG SAID CURVE HAVING A RADIUS OF 827.50 FEET AND SUBTENDED BY A LONG CHORD BEARING OF SOUTH 16°05'52" EAST, 71.04 FEET; THENCE SOUTH 76°21'45" WEST, 55.00 FEET TO THE POINT OF A CURVE, CONCAVE TO THE NORTHEAST; THENCE SOUTHEASTERLY 211.96 FEET ALONG SAID CURVE HAVING A RADIUS OF 177.50 FEET AND SUBTENDED BY A LONG CHORD BEARING OF SOUTH 47°50'50" EAST, 199.59 FEET; THENCE SOUTH 07°56'35" WEST, 40.97 FEET; THENCE SOUTH 00°25'02" EAST, 78.56 FEET; THENCE NORTH 89°14'54" EAST, 144.58 FEET; THENCE NORTH 16°23'14" WEST, 21.42 FEET; THENCE NORTH 69°41'30" EAST, 118.39 FEET TO THE POINT OF A CURVE, CONCAVE TO THE SOUTHEAST; THENCE NORTHEASTERLY 102.02 FEET ALONG SAID CURVE HAVING A RADIUS OF 300.00 FEET AND SUBTENDED BY A LONG CHORD BEARING OF NORTH 79°26'00" EAST, 101.52 FEET; THENCE NORTH 89°10'30" EAST, 533.44 FEET TO A POINT ON THE EAST LINE OF THE SOUTHEAST QUARTER OF SECTION 27; THENCE SOUTH 01°05'12" EAST ALONG SAID EAST LINE, 128.25 FEET TO THE NORTH RIGHT OF WAY LINE OF WATERFORD MILLS PARKWAY; THENCE SOUTH 89°14'54" WEST ALONG SAID NORTH RIGHT OF WAY LINE, 1,667.06 FEET TO THE POINT OF A CURVE, CONCAVE TO THE NORTHEAST; THENCE NORTHWESTERLY 1,807.70 FEET ALONG SAID CURVE AND NORTH RIGHT-OF-WAY HAVING A RADIUS OF 2,425.00 FEET AND SUBTENDED BY A LONG CHORD BEARING OF NORTH 69°23'46" WEST, 1,766.14 FEET TO THE SOUTHERLY CORNER OF A PARCEL OF LAND CONVEYED TO THE CITY OF GOSHEN, INDIANA AS DESCRIBED AND RECORDED IN THE OFFICE OF THE RECORDER OF ELKHART COUNTY IN INSTRUMENT NUMBER 2001-42758 AND 2001-42759; THENCE NORTH 89°25'12" EAST ALONG THE EAST LINE OF SAID CITY OF GOSHEN PARCEL, 90.92 FEET; THENCE NORTH 26°22'22" EAST ALONG SAID EAST LINE, 780.53 FEET; THENCE SOUTH 63°37'38" EAST ALONG SAID EAST LINE, 50.00 FEET; THENCE NORTH 26°22'22" EAST ALONG SAID EAST LINE, 187.64 FEET; THENCE NORTH 49°27'59" WEST ALONG THE NORTH LINE OF SAID CITY OF GOSHEN PARCEL, 70.77 FEET; THENCE SOUTH 40°32'01" WEST ALONG SAID NORTH LINE, 20.00 FEET; THENCE NORTH 49°27'59" WEST ALONG SAID NORTH LINE, 287.32 FEET TO THE EAST RIGHT OF WAY LINE OF REGENT STREET AND THE POINT OF A CURVE, CONCAVE TO THE SOUTHEAST; THENCE NORTHEASTERLY 90.07 FEET ALONG SAID CURVE AND SAID EAST RIGHT-OF-WAY HAVING A RADIUS OF 2,801.82 FEET AND SUBTENDED BY A LONG CHORD BEARING OF NORTH 39°30'45" EAST, 90.07 FEET; THENCE NORTH 40°38'46" EAST ALONG SAID EAST RIGHT OF WAY LINE OF REGENT STREET, 19.95 FEET TO THE SOUTH LINE OF A PARCEL OF LAND CONVEYED TO THE CITY OF GOSHEN, INDIANA AS DESCRIBED AND RECORDED IN THE OFFICE OF THE RECORDER OF ELKHART COUNTY IN INSTRUMENT NUMBER 2001-42758 AND 2001-42759; THENCE (THE FOLLOWING 15 COURSES ALONG THE SOUTH LINE OF SAID CITY OF GOSHEN PARCEL) SOUTH 49°27'59" EAST, 288.89 FEET; THENCE SOUTH 40°32'01" WEST, 10.00 FEET; THENCE SOUTH 49°27'59" EAST, 103.84 FEET TO THE POINT OF A CURVE, CONCAVE TO THE SOUTHWEST; THENCE SOUTHEASTERLY 67.05 FEET ALONG SAID CURVE HAVING A RADIUS OF 395.00 FEET AND SUBTENDED BY A LONG CHORD BEARING OF SOUTH 44°36'13" EAST, 66.97 FEET TO THE POINT OF CURVE, CONCAVE TO THE NORTHEAST; THENCE SOUTHEASTERLY 154.35 FEET ALONG SAID CURVE HAVING A RADIUS OF 210.00 FEET AND SUBTENDED BY A LONG CHORD BEARING OF SOUTH 60°47'50" EAST, 150.90 FEET; THENCE SOUTH 81°51'12" EAST, 90.76 FEET; THENCE SOUTH 07°10'19" WEST, 56.04 FEET; THENCE SOUTH 63°52'06" EAST, 495.03 FEET; THENCE SOUTH 12°27'21" WEST, 84.58 FEET; THENCE SOUTH 63°37'38" EAST, 76.55 FEET; THENCE NORTH 69°22'02" EAST, 808.80 FEET; THENCE NORTH 20°54'01" WEST, 86.62 FEET; THENCE NORTH 16°55'17" EAST, 156.23 FEET; THENCE NORTH 20°38'00" WEST, 105.60 FEET; THENCE NORTH 65°07'34" EAST, 231.86 FEET TO THE WESTERLY LINE OF A PARCEL OF LAND CONVEYED TO THE GOSHEN COMMUNITY SCHOOLS AS DESCRIBED AND RECORDED IN THE OFFICE OF THE RECORDER OF ELKHART COUNTY IN INSTRUMENT NUMBER 2004-35409; THENCE SOUTH 27°14'25" EAST ALONG THE WESTERLY LINE OF SAID GOSHEN COMMUNITY SCHOOLS PARCEL, 257.28 FEET; THENCE NORTH 88°35'15" EAST, 235.87 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION. CONTAINING 60.73 ACRES, MORE OR LESS. BEING SUBJECT TO ALL EASEMENTS, RESTRICTIONS AND PUBLIC RIGHTS OF WAY OF RECORD.

AUDITOR

DULY ENTERED FOR TAXATION THIS ____ DAY OF _____, 20 ____.

____ ELKHART COUNTY AUDITOR.

PATRICIA A. PICKENS

RECORDER

RECEIVED FOR RECORD THIS ____ DAY OF _____, 20 ____.

AT ____: ____ AND RECORDED IN PLAT BOOK ____ PAGE ____.

FEE: ____ ELKHART COUNTY RECORDER.

KAALA BAKER

ACCEPTANCE OF DEDICATION

BE IT RESOLVED BY THE BOARD OF PUBLIC WORKS AND SAFETY, CITY OF GOSHEN, INDIANA THAT THE DEDICATIONS ON THIS PLAT ARE HEREBY APPROVED AND ACCEPTED THIS

____ DAY OF _____, 20 ____.

GINA LEICHTY, MAYOR

MICHAEL A. LANDIS, MEMBER

MARY NICHOLS, MEMBER

ORV MYERS, MEMBER

BARB SWARTLEY, MEMBER

JOB NO.: 22-1784

DATE: SEPTEMBER, 2025

SHEET 12 OF 12

CHERRY CREEK
PHASE ONE - SECTION ONE

A PART OF THE SOUTH HALF OF SECTION 27,
TOWNSHIP 36 NORTH, RANGE 6 EAST, CITY OF GOSHEN,
ELKHART TOWNSHIP, ELKHART COUNTY, INDIANA

CERTIFICATE OF OWNERSHIP

WE, THE UNDERSIGNED, DO HEREBY CERTIFY THAT WE ARE THE OWNERS OF THE PROPERTY DESCRIBED IN THE ABOVE CAPTIONED AND THAT AS SUCH OWNERS WE HAVE CAUSED THE ABOVE DESCRIBED TO BE SURVEYED AS SHOWN ON THE HEREON DRAWN PLAT AS OUR FREE AND VOLUNTARY ACT AND DEED.

TONYA M. DETWEILER, MANAGER / CHERRY CREEK, LLC

DEED OF DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT THE UNDERSIGNED, AS PROPRIETORS, HAVE CAUSED THE ABOVE DESCRIBED LAND TO BE SURVEYED AND SUBDIVIDED AS SHOWN ON THE PLAT OPPOSITE, THAT SAID SUBDIVISION IS TO BE KNOWN AS CHERRY CREEK PHASE ONE-SECTION ONE AND THAT THE LOTS HAVE THEIR RESPECTIVE DIMENSIONS GIVEN IN FEET AND DECIMAL PARTS THEREOF, AND THAT THE STREETS INCLUDED IN SAID SUBDIVISION ARE HEREBY DEDICATED FOR PUBLIC USE.

TONYA M. DETWEILER, MANAGER / CHERRY CREEK, LLC

NOTARY PUBLIC CERTIFICATE

STATE OF INDIANA) SS:
COUNTY OF ELKHART)

BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY CAME TONYA M. DETWEILER, MANAGER ON BEHALF OF CHERRY CREEK, LLC, AND ACKNOWLEDGED THE EXECUTION OF THIS PLAT.

WITNESS MY HAND AND SEAL THIS ____ DAY OF _____, 20 ____.

APRIL 12, 2030

NOTARY SIGNATURE

MY COMMISSION EXPIRES

RESIDENT OF ELKHART COUNTY, INDIANA

M. HIRE

NP0740496

NOTARY PRINTED NAME

COMMISSION NUMBER



SURVEYOR'S CERTIFICATE

STATE OF INDIANA) SS:
COUNTY OF ELKHART)

I, CAMERON L. BERON, HEREBY CERTIFY THAT I AM A LAND SURVEYOR, LICENSED IN THE STATE OF INDIANA, AND DO HEREBY FURTHER CERTIFY THAT I HAVE SUPERVISED THE SURVEY OF THE PROPERTY DESCRIBED IN THE ABOVE CAPTIONED AND THAT THE SUBJECT PARCEL HAS BEEN DIVIDED THE SAME INTO BLOCKS AND LOTS AS SHOWN ON THE HEREON DRAWN PLAT. THIS PLAT, TO THE BEST OF MY KNOWLEDGE, CORRECTLY REPRESENTS SAID SURVEYS AND SUBDIVISION IN EVERY DETAIL. MONUMENTS ARE SHOWN IN PLACE AS LOCATED. ALL LOT CORNERS ARE MARKED WITH IRONS, DIMENSIONS ARE IN FEET AND DECIMAL PARTS THEREOF. THERE HAVE BEEN NO CHANGES IN THE LINES OR MATTERS OF SURVEYS PERFORMED BY OTHERS UNDER MY SUPERVISION IN THE OFFICE OF THE RECORDER OF ELKHART COUNTY, INDIANA IN INSTRUMENT NUMBER _____.

I, CAMERON L. BERON, AFFIRM, UNDER PENALTIES OF PERJURY, THAT I HAVE TAKEN REASONABLE CARE TO REDACT EACH SOCIAL SECURITY NUMBER IN THIS DOCUMENT, UNLESS REQUIRED BY LAW.

DATED THIS ____ DAY OF _____, 20 ____.

CAMERON L. BERON, P.S.
PROFESSIONAL LAND SURVEYOR NO. 21900005
STATE OF INDIANA



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Engineering • Architecture • Land Surveying



Richard Aguirre, City Clerk-Treasurer
CITY OF GOSHEN

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

richardaguirre@goshencity.com • www.goshenindiana.org

To: City of Goshen Board of Works & Safety
From: Clerk-Treasurer Richard R. Aguirre
Date: Sept. 11, 2025
Subject: Agreement with Peterson Consulting Services Inc. for GASB 34 Reporting Assistance

The City wishes to contract with Peterson Consulting Services, Inc., to assist the City with its financial reporting related to its capital assets as required by Government Accounting Standards Board Statement No. 34.

The agreement is for a fixed fee of \$5,975, plus reimbursable expenses not to exceed \$250. All work is expected to be completed within 90 days from receipt of a notice to proceed.

The Clerk-Treasurer's Office recommends that the Board approve and authorize execution of the agreement with Peterson Consulting Services, Inc.

Suggested Motion: Move to approve and authorize Clerk-Treasurer Aguirre to sign the agreement with Peterson Consulting Services Inc. to assist the City with financial reporting related to capital assets as required by the Government Accounting Standards Board Statement No. 34 for the fixed fee of \$5,975, plus reimbursable expenses not to exceed \$250.

AGREEMENT
To Provide Assistance with the
Reporting Requirements of GASB Statement No. 34

THIS AGREEMENT is entered into on Sept. 11, 2025, between Peterson Consulting Services, Inc., hereinafter referred to as "Consultant", and the City of Goshen by its Board of Public Works and Safety, hereinafter referred to as "City".

WHEREAS, the Board of Public Works and Safety determines it is expedient and in the best public interest to employ professional accounting services for the financing reporting relating to capital assets for fiscal year ending December 31, 2025.

WHEREAS, the City desires to contract with Consultant, and Consultant agrees to assist the City to meet the financial reporting standards related to capital assets as delineated in Government Accounting Standards Board (GASB) Statement No. 34.

NOW THEREFORE, in consideration of the terms, conditions and mutual covenants contained, the parties agree as follows:

CITY'S RESPONSIBILITIES

City shall be responsible for providing complete and accurate information to Consultant. City shall prepare the actual capital assets report.

SCOPE OF SERVICES

Consultant's services under this agreement shall be to provide the following assistance to ensure the City's process of meeting the retroactive financial reporting standards related to capital assets and general infrastructure for the fiscal year ending December 31, 2025 as delineated in GASB Statement No. 34. Consultant shall:

1. Review the necessary policy requirements related to capital assets as to capitalization of assets and potentially enhancing the City's existing Capital Asset Policy;
2. Provide input as to the reporting of capital asset additions;
3. Provide input as to the reporting of capital asset retirements;
4. Assist the preparation of the capital asset worksheets for fiscal year end 2025 for the following asset accounts and functional classifications:
 - Land and rights-of-way
 - Buildings and land improvements
 - Equipment and vehicles
 - Computer software
 - General infrastructure: streets, alleys, bridges, sidewalks, traffic signals and storm sewers.
5. Assist the preparation of the construction-in-progress account for the fiscal year ending December 31, 2025 relating to buildings and general infrastructure.

AGREEMENT

To Provide Assistance with the Reporting Requirements of GASB Statement No. 34

6. Assist in the preparation for fiscal year ending December 31, 2025, a capital asset summary and compilation indicating assets not being depreciated, assets being depreciated, total capital assets net of depreciation, and total net capital assets.

Consultant shall transmit the necessary data and information to City via e-mail and with telephone conversations and shall provide updated capital asset worksheets for 2025 via email.

Consultant shall obtain and maintain all required permits, licenses, registrations and approvals, as well as comply with all health, safety and environmental statutes, rules or regulations in the performance of the services for the City.

TERM OF THE AGREEMENT

This Agreement shall become effective on the date of execution and approval by both parties. Consultant acknowledges that time is of the essence and that the timely performance of its services is an important element of this Agreement. Consultant shall perform all services as expeditiously as is consistent with professional skill and care in the orderly progress of the project.

Consultant's services shall begin as soon as practical after receiving a notice to proceed from the City and shall be completed within ninety (90) calendar days from receipt of a notice to proceed.

COMPENSATION

The City agrees to compensate Consultant for the above services a fixed rate fee of five thousand nine hundred seventy five dollars (**\$5,975**), plus reimbursable expenses such as postage, shipping, Long distance telephone calls and faxes, or travel expenses such as mileage (at standard IRS mileage rate) and tolls in an amount not to exceed Two Hundred Fifty Dollars (\$250.00).

Payment(s) to Consultant for services rendered under this agreement shall be made by the City upon receipt of a detailed invoice from Consultant for services completed provided satisfactory performance of Consultant has been attained. Consultant is required to have a current W-9 Form on file with the City before the City will issue any payment. Payment will be made within forty-five (45) days following City's receipt of the detailed invoice from Consultant. Payment is deemed to be made on the date of mailing the check.

INDEPENDENT CONTRACTOR

Consultant shall be deemed an independent contractor operating as a separate entity from the City of Goshen. The City shall not be responsible for injury, including death, to any persons or damage to any property arising out of the acts or omissions of the agents, employees, or subcontractors of Consultant.

NON-DISCRIMINATION

Consultant agrees that it will comply with all federal and Indiana civil rights laws, including, but not limited to Indiana Code 22-9-1-10. Consultant agrees that Consultant or any subcontractors, or any other person acting on behalf of Consultant or their subcontractor, shall not discriminate against any employee or applicant for employment to be employed in the performance of a contract with respect to said employee's hire, tenure, terms, conditions, or privileges of employment or any other matter directly or

AGREEMENT
To Provide Assistance with the
Reporting Requirements of GASB Statement No. 34

indirectly related to employment because of the employee's or applicant's race, religion, color, sex, disability, national origin, or ancestry. Breach of this covenant may be regarded as a material breach of contract.

INDEMNIFICATION

Consultant agrees to indemnify, defend, and hold harmless the City, its agents, officers, and employees from any and all liability, obligations, claims actions, causes of action, judgments, liens, damages, penalties or injuries arising out of any act or omission by Consultant or any of their officers, agents, officials, and employees, during the performance of services under this Agreement with the City of Goshen. Such indemnity shall include attorney's fees and all costs and other expenses incurred by the City, and shall not be limited to insurance required under the provisions of this Agreement.

FORCE MAJEURE

Except for payment of sums due, neither party shall be liable to the other or deemed in default under this contract if and to the extent that such party's performance under this contract is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the party and could not have been avoided by exercising reasonable diligence such as natural disaster or decrees of governmental bodies not the fault of the affected parties.

If either party is delayed by force majeure, the party affected shall provide written notification to the other party immediately, but shall do everything possible to resume performance. The notification shall provide evidence of the force majeure event to the satisfaction of the other party. If the period of non-performance exceeds fourteen (14) calendar days, the party whose ability to perform has not been so affected may by giving written notice, terminate the contract and the other party shall have no recourse.

BREACH

It shall be mutually agreed that if Consultant fails to perform, provide services or comply with the provisions of this Agreement and Consultant is not able to correct the breach within ten (10) calendar days after the City provides written notice to Consultant of such breach, the City may provide or have provided alternative provisions to correct and/or complete the project. If such provisions are made by the City, Consultant shall be responsible for any and all costs that may be incurred for such services, and such amounts shall be deducted from amounts owed to Consultant. If the costs for such services exceed the amounts owed to Consultant, Consultant is liable to reimburse the City for such costs.

Any legal action against Consultant relating to this Agreement, or the breach thereof, shall be commenced within one (1) year from the time the defect should have been discovered.

TERMINATION

This Agreement may be terminated, in whole or in part, for a material breach of this contract by either party at the election of the non-breaching party after giving written notice of the breach to the breaching party. If the breach is not cured within ten (10) calendar days after receipt of written notice of such breach, the non-breaching party may terminate the contract. This Agreement may also be terminated at any time by mutual consent of both parties.

AGREEMENT
To Provide Assistance with the
Reporting Requirements of GASB Statement No. 34

Upon termination for any reason, the City shall be entitled to the use of all plans, drawings, specifications and other documents pertaining to the project prepared by Consultant under this Agreement.

OWNERSHIP OF DOCUMENTS

The City acknowledges Consultant's documents, plans, drawings, specifications, including electronic files, as instruments of professional service. Nevertheless, the final documents prepared under this Agreement shall become the property of the City upon completion of the services and payment in full of all monies due to Consultant.

ASSIGNMENT

Neither the City nor Consultant shall subcontract or assign any right or interest under the Agreement, including the right to payment, without having prior written approval from the other. Any attempt by either party to subcontract or assign any portion of the Agreement shall not be construed to relieve that party from any responsibility to fulfill all contractual obligations.

MODIFICATIONS

It is mutually understood and agreed that no alteration or variation of the terms in this Agreement including the scope of services, completion of services and compensation, and that no alteration or variation of the conditions of this Agreement shall be binding unless specifically agreed to in writing by the Board of Public Works and Safety. Any modification or amendment to the terms and conditions of the Agreement shall not be binding unless made in writing and signed by both parties. Any verbal representations or modifications concerning the Agreement shall be of no force and effect.

STATEMENT OF LIMITING CONDITIONS

- Our services are intended to assist your government in reporting its capital assets for financial reporting purposes.
- Consultant's services also include facilitating and establishing and maintaining necessary capital asset information.
- Consultant's services do not constitute an appraisal, opinion, or other attestation. Information provided by you is presumed reliable, reasonably accurate, and complete. We will not undertake an audit or other verification of the information and will not attest to its accuracy or completeness. We assume no responsibility for errors and omissions contained in data we are given.
- Consultant does not generally maintain copies of invoices or other client records that support asset costs paid by client to outside contractors/vendors. The client retains responsibility for maintaining these types of records. We do, however, retain records for asset costs that we develop as part of our engagement work.
- Consultant offers no opinion regarding technical matters including, but not limited to, accounting, appraisal, insurance, engineering, or regulatory issues is offered with this service.

AGREEMENT
To Provide Assistance with the
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Clients are advised to seek the advice of competent specialized professionals regarding these matters.

- The client retains responsibility for filing its capital assets information with various regulatory agencies.
- When Consultant's work is complete, its work papers and files developed during this service will be retained for a period of three years.
- The total aggregate liability of Peterson Consulting Services, Inc. (PCSI) for any and all injuries, claims, losses, expenses, costs or any damages related to PCSI's services to the client is limited to the total compensation received by PCSI under this Agreement.

NOTICES

All written notices, properly addressed and sent by U.S. mail or delivered personally to the address provided below shall constitute sufficient notice whenever written notice is required for any purpose in the Agreement. Notice will be considered given three (3) days after the notice is deposited in the U.S. mail or when received at the appropriate address.

Address for notices to the City

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

Address for notices to the Consultant

Peterson Consulting Services, Inc.
Attention: Jon Peterson
512 West Burlington Avenue, Suite 1A
La Grange, Illinois 60525-2284
jon.peterson@pcsi-consulting.com

APPLICABLE LAWS

Consultant agrees to comply with all applicable federal, state and local laws, rules, regulations, or ordinances as the same shall be in full force and effect during the term of this Agreement.

AGREEMENT
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MISCELLANEOUS

A. Any provision of this Agreement or incorporated documents shall be interpreted in such a way that they are consistent with all provisions required by law to be inserted into the Agreement. In the event of a conflict between these documents and applicable laws, rules, regulations or ordinances, the most stringent requirements shall govern.

B. This Agreement shall be construed in accordance with and governed by the laws of the State of Indiana and any suit must be brought in a court of competent jurisdiction in Elkhart County, Indiana.

C. In the event legal action is brought to enforce or interpret the terms and conditions of this Agreement, the non-prevailing party will pay all costs incurred by the prevailing party including reasonable attorney's fees.

EMPLOYMENT ELIGIBILITY VERIFICATION

Consultant shall enroll in and verify the work eligibility status of all their newly hired employees through the E-Verify program as defined in IC 22-5-1.7-3.

Consultant shall not knowingly employ or contract with an unauthorized alien. Consultant shall not retain an employee or continue to contract with a person that the Contractor subsequently learns is an unauthorized alien.

Consultant shall require their subcontractors, who perform work under this contract, to certify to Consultant 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. Consultant agrees to maintain this certification throughout the duration of the term of a contract with a subcontractor.

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

Consultant affirms under the penalties of perjury that they do not knowingly employ an unauthorized alien.

CONTRACTING WITH RELATIVES

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

SEVERABILITY

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

AGREEMENT
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BINDING EFFECT

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

ENTIRE AGREEMENT

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

IN WITNESS WHEREOF, the parties have executed this Agreement as follows:

City of Goshen
Clerk-Treasurer's Office

Peterson Consulting Services, Inc.

Margaret R. Peterson

Margaret R. Peterson, President

Jon C. Peterson

Jon C. Peterson, Director

Clerk-Treasurer

Date: _____