



**CITY OF GOSHEN BOARD OF PUBLIC WORKS & SAFETY**  
**MINUTES OF THE DECEMBER 11, 2025 REGULAR MEETING**  
*Convened in the Goshen Police & Court Building, 111 East Jefferson St., Goshen, Indiana*

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

**Absent:** None

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

**REVIEW/APPROVE MINUTES:** Mayor Leichty presented the minutes of the Nov. 20, 2025, and Dec. 4, 2025 meetings as prepared by the Clerk-Treasurer. Board member Orv Myers made a motion to approve the minutes as presented. Board member Mary Nichols seconded the motion. The motion passed 5-0.

**REVIEW/APPROVE AGENDA:** As requested by the Clerk-Treasurer, Mayor Leichty presented the agenda with the deletion of Engineering Department request: Approve the closure of College Avenue, between Lincolnway East/US 33 and Century Drive, from Dec. 16, 2025 until Jan. 30, 2026 – and the addition of Engineering Department request: Authorize Andrew Lund, as the (City) Employee in Responsible Charge, to sign the LPA Award Recommendation letter, to concur with the apparent lowest bidder, allowing INDOT to proceed with award of the College Avenue Phase I construction contract and a Stormwater Department request: Approve and authorize the Board to execute the agreement with Oaklawn Psychiatric Center, Lacasa of Goshen, Inc. and DJ Construction for the completion of the Lacasa Apartments project at 111 Lakeview Drive. Board member Myers made a motion to approve the agenda as amended. Board member Nichols seconded the motion. The motion passed 5-0.

**1) Bid opportunities:** Open proposals, quotes and bids for each of the following projects and refer them to the City Engineering Department for review:

- College Avenue Phase 1 Tree Removal Project #2019-0022
- College Avenue Sanitary Encasement Project #2025-0027
- 2025 Community Sidewalk Improvement Project #2025-001
- 2026 Asphalt Paving Project #2026-0002

The Clerk-Treasurer's Office received proposals, quotes and bids for the above-named projects. All were due to be submitted by 3:45 p.m. on Dec. 11, 2025 to the Clerk-Treasurer's Office or by 4 p.m. at the Board meeting. City staff asked that the Board to request any last-minute proposals and then open and announce the proposals, quotes and bids submitted and refer them to the Engineering Department for review.

Mayor Leichty asked if there are additional proposals to be submitted to the Board. There was one. The Mayor then announced the proposals, quotes and bids received for the following City projects.

- College Avenue Phase 1 Tree Removal Project #2019-0022
- Above & Beyond Tree and Shrubbery Service, Inc., South Bend, IN: \$156,062.75
- Cut-Rite Tree Services, Bremen, IN: \$32,879.23
- College Avenue Sanitary Encasement Project #2025-0027
- Niblock Excavating, Inc., Bristol, IN: \$190,529
- 2025 Community Sidewalk Improvement Project #2025-001
- C&E Excavating, Inc., Elkhart, IN: \$2,243,615.00 (base proposal)
- DC Construction Services, Inc., Pendleton, IN: \$1,171,800.00 (base proposal)
- Phend & Brown, Inc., Milford, IN: \$1,751,097.00
- Premium Concrete Services, Inc., Elkhart, IN: \$1,587,290.00
- TX Concrete, LLC, South Bend, Inc.: \$1,294,608.53



➤ **2026 Asphalt Paving Project #2026-00021,508,313.63**

- DC Construction Services, Inc., Pendleton, IN: \$1,575,674.63 (base proposal), \$1,568,814.63 (alternate)
- Niblock Excavating, Inc., Bristol, IN: \$1,722,369.00 (base proposal), \$1,705,219.00 (alternate)
- Rieth-Riley Construction Co., Inc, South Bend, IN: \$1,763,684.74 (base proposal) \$1,754,903.94 (alternate)

Myers/Nichols made a motion to forward the proposals, quotes and bids to the City Engineering Department for review. The motion passed 5-0.

**2) Notification: Withdrawal of recommendation and cancellation of Public Hearing under I.C. § 5-23 for the proposed City Waste Water Treatment Plant Ground-Mounted Solar Array**

Assistant City Attorney Don Shuler told the Board that a public hearing was scheduled for today, pursuant to I.C. § 5-23, regarding a proposed public-private agreement with Solscient Energy, LLC for a ground-mounted solar array at the City Waste Water Treatment Plant.

However, Shuler said that since publication of that notice, discussions and negotiations with Solscient Energy, LLC have stalled, and the parties have not reached mutually acceptable terms for a public-private agreement within the parameters established by the City. In addition, the financial structure of the proposed project depended significantly on timely execution of an agreement and qualifying purchases to take advantage of the federal Investment Tax Credit (ITC), which would have provided a 30% reduction in total costs.

As a result, Shuler said City staff is not presenting a proposed agreement for the Board's consideration and the project is not moving forward at this time. Because there is no agreement before the Board for approval, he said it is neither necessary nor appropriate to convene the public hearing.

**This item was for information only, so there was no Board action.**

**3) Fraternal Order of Police Lodge 81 – Goshen, Indiana request: Formally recognize the Fraternal Order of Police Lodge No. 81 – Goshen, Indiana as the exclusive bargaining representative for all sworn officers of the Goshen Police Department below the rank of Chief, effective immediately upon approval.**

Goshen Police Detective Jacob Lambright, the Interim President of the Fraternal Order of Police Lodge No. 81 - Goshen, Indiana, said Fraternal Order of Police Lodge 81 was originally chartered in 1938 and has represented Goshen officers for generations.

After several years of a merger under FOP Lodge 52, Elkhart City, Detective Lambright said Goshen's officers have chosen to re-establish Lodge 81 "to provide more direct, localized representation for the men and women of the Goshen Police Department."

Detective Lambright said this request does not seek to alter wages, benefits, or any portion of the current collective bargaining agreement of police officers and the City. He said it simply would transfer representation back to a Goshen-based lodge, restoring local identity within the Fraternal Order of Police while maintaining the same cooperative relationship with the City that has long existed.

On behalf of its membership, Lambright asked that the Board of Works formally recognize Fraternal Order of Police Lodge No. 81 - Goshen, Indiana as the exclusive bargaining representative for all sworn officers of the Goshen Police Department below the rank of Chief, effective immediately upon approval. He said officers "looked forward to continuing their positive partnership with the City." And he thanked the Board for its time and consideration.

City Attorney Bodie Stegelmann said the Legal Department spoke with Detective Lambright and the Board could take this request under consideration and approve it, "but it should probably be conditioned upon, FOP Lodge 52 assigning or otherwise agreeing to this arrangement, because the current collective bargaining agreement is between the City and, Lodge 52."

Mayor Leichty asked if FOP Lodge 52 had to sign off on this change for the new agreement to be binding.



**Stegelmann** said such a confirmation would be necessary to establish a new agreement with FOP Lodge No. 81 because "as of right now, the party on the other side is the Elkhart lodge. This department was part of that lodge, and now that they've established a new one, we just need some evidence that they've assigned that right to the current lives or otherwise approve this transfer."

**Mayor Leichty** asked if this matter could be tabled until next week after confirmation from the Elkhart lodge.

**Stegelmann** said that that could be done or the Board could approve this request "contingent on them providing that assignment." **Detective Lambright** said he could get that confirmation.

**Mayor Leichty** asked if the Board had a preference on how to proceed.

**Board member Landis** said a provisional approval would be OK, but he wanted to ask two questions. He said from his years on the Common Council, he was part of the negotiating team with police and didn't realize there was a larger group negotiating for Goshen Police. **Detective Lambright** said that was part of the issue because Lodge 81 merged with Lodge 52 in 2015, about 10 years ago.

**Board member Landis** asked the reason for this split and whether Lodge 81 was recently not negotiating as effectively for Goshen Police officers.

**Detective Lambright** said "the executive board members of Lodge 52 in Elkhart are all Elkhart city officers, so if we had issues within our own members, we would have to go to Elkhart. They have different policies. They have a different contract with Elkhart city, so there were a lot of logistical communication issues. In the last year, we've really tried to open up communication with the City and administration and this is just cutting out a middleman that probably doesn't really need to be there. And we're very hopeful that we can get some real things done with the community, and having our lodge be more localized, back within the City limits."

**Mayor Leichty** said, "I will say that I'm personally supportive of us having a Goshen-based lodge, and appreciate your leadership, Jake, in helping to organize that initiative, so I'm optimistic about the future of that relationship and what that bodes for both the city and the FOP."

**Myers/Nichols** then made a motion to formally recognize the Fraternal Order of Police Lodge No. 81, Goshen, Indiana, as the exclusive bargaining representative for all sworn officers of the Goshen Police Department, below the rank of Chief, effective immediately upon approval, contingent on Lodge 52 signing off. The motion passed 5-0.

**4) Planning Department request: Approve a CDBG Assumption of Mortgage Request to be executed by Mayor Leichty and recorded by Community Development Block Grant staff**

**City Planning & Zoning Administrator Rhonda Yoder** told the Board that a Community Development Block Grant (CDBG) owner-occupied rehabilitation project from program year 2014, which was part of Activity #226, secured a mortgage and promissory note for \$24,115.51 for home improvements.

**Yoder** said the homeowner passed away in 2019 at which time the mortgage should have been paid off according to the terms of the agreement for default. However, a Transfer on Death Deed recorded in 2017 transferred the property to a relative who subsequently transferred the property to the original borrower's heirs by Quit Claim Deed in 2024.

As stated in the CDBG mortgage, **Yoder** said in the event of a default the City of Goshen may seek certain rights and remedies for payment of the loan. However, the City did not seek to enforce any remedies related to that transfer. Instead, an Assumption of Mortgage was prepared to formally update City records and cure the default.

**Yoder** said the new property owners agreed to the Assumption of Mortgage. Upon execution and recording, the loan will be treated as no longer in default, and there will be no change to the other terms of the mortgage – meaning they can continue to occupy the property as their primary residence and the balance of \$24,115.51 will be due upon a future sale or conveyance.

**Yoder** said under HUD regulations, the identity and addresses of beneficiaries receiving CDBG assistance is considered confidential. Therefore only "general" information regarding this Assumption of Mortgage was given.



Yoder said the Assumption of Mortgage has been reviewed by the City Legal Department. At execution, Mayor Leichty will have full disclosure of the address and property owners before signing and approving. Once the Assumption of Mortgage is recorded at the Elkhart County Recorder's Office, it is considered a public document and information could be released, if necessary, upon receipt of a public records request.

In response to a question from **Board member Landis**, Yoder and **Assistant City Attorney Don Shuler** clarified the terms of the assumption of mortgage, why this was proposed at this time as well as its benefits.

**Myers/Nichols made a motion to approve the Assumption of Mortgage to be executed by Mayor Leichty and recorded. The motion passed 5-0.**

**5) Legal Department request: Adopt Resolution 2025-34 for the acquisition of real estate located at 1711 Eisenhower Drive North at a price of \$255,000**

**City Attorney Bodie Stegelmann** told the Board that the City wants to purchase certain real property located at 1711 Eisenhower Drive North for the purpose of future expansion of the City's Kercher Wellfield.

**Resolution 2025-34** would authorize the purchase and approve a purchase agreement that provides for a purchase price of \$255,000, which was the average of two appraisal obtained.

**Myers/Nichols made a motion to adopt Resolution 2025-34 for the acquisition of real estate located at 1711 Eisenhower Drive North at a price of \$255,000. The motion passed 5-0.**

**6) Legal Department request: Approve and authorize Mayor Leichty to execute the Scope Appendix to Engagement Letter with Baker Tilly Advisory Group, LP for a Utility Cost of Service and Rate Study at a cost not to exceed \$120,000**

**City Attorney Bodie Stegelmann** said the City Water and Sewer Utility wants to enter into a Scope Appendix to the Engagement Letter with Baker Tilly Advisory Group, LP for a Cost of Service and Rate Study. The Cost of Service and Rate Study would include the following:

- a. Analysis of Costs and Revenue (Rate Analysis- Water & Sewer)
- b. Cost of Service Study- (Water & Sewer)
- c. Meetings and Reports (Water & Sewer)
- d. Rate Study (2025- Water & Sewer)
- e. Meetings and Reports (2025-Water & Sewer)

**Stegelmann** said the total cost for items a., b., and c. would be a fixed fee of \$90,000, and the cost for items d. and e. will be determined on a time and expense basis but will not exceed \$30,000.

**Myers/Nichols made a motion to approve and authorize Mayor Leichty to execute the Scope Appendix to Engagement Letter with Baker Tilly Advisory Group, LP for a Utility Cost of Service and Rate Study at a cost not to exceed \$120,000. The motion passed 5-0.**

**7) Legal Department request: Approve and authorize Mayor Leichty to execute an agreement with Crady Fence for the installation of fencing at 4106 Dierdorff Road for \$33,740**

**City Attorney Bodie Stegelmann** recommended that the Board approve and authorize Mayor Leichty to execute an agreement with Crady Fence for the installation of fencing at 4106 Dierdorff Road.

**Stegelmann** said the total cost for installation of fencing will be \$33,740. Funds for this project are comprised of \$20,00 of forestry grants and the remainder from the Environmental Resilience Department budget.

**Stegelmann** said the contractor has agreed to complete all duties by March 31, 2026, or sooner.

**Myers/Nichols made a motion to approve and authorize Mayor Leichty to execute an agreement with Crady Fence to allow the City to enter into an agreement for the installation of fencing at 4106 Dierdorff Road. The motion passed 5-0.**





**8) Legal Department request: Approve and authorize Mayor Leichty to execute an agreement with Novotx, LLC for the purchase of Asset Management Software for \$135,600**

City Attorney Bodie Stegelmann recommended that the Board approve and authorize Mayor Leichty to execute an agreement with Novotx, LLC for the purchase of Asset Management Software.

Stegelmann said the total cost for purchase of this software and all associated professional services will be \$135,600.

Myers/Nichols made a motion to approve and authorize Mayor Leichty to execute an agreement with Novotx, LLC to allow the City to enter into an agreement for the purchase of Asset Management Software. The motion passed 5-0.

**9) Legal Department request: Approve and authorize Mayor Leichty to execute an agreement with Studio Ace of Spades, LLC for an accessibility remediation of the City's website at a cost of \$48,900**

City Attorney Bodie Stegelmann said the City wants to enter into an agreement with Studio Ace of Spades, LLC to perform an accessibility remediation of the City's website to meet WCAG 2.1 AA and ADA Title II standards. He said the agreement would include the following:

- a. Website Migration to new hosting
- b. Remediation of Technical-Level Compliance Failures
- c. Post-Technical Remediation Website Accessibility Audit
- d. Remediation of Content-Level Compliance Failures
- e. Archiving of Outdated Content and Documents
- f. Governance & Compliance Infrastructure

Stegelmann said the total cost of the agreement would be \$48,900.

Myers/Nichols made a motion to approve and authorize Mayor Leichty to execute an agreement with Studio Ace of Spades, LLC for an accessibility remediation of the City's website at a cost of \$48,900. The motion passed 5-0.

**10) Legal Department request: Approve and authorize the Mayor to execute a one-year Software License Agreement with Blazestack, Inc. for fire investigation software for \$9,400**

City Attorney Bodie Stegelmann said the City Fire Department wants to enter into a software license agreement with Blazestack, Inc. to provide the Fire Department with fire investigation software. He said the term of the agreement would be one year, and the cost of the software would be \$9,400.

Myers/Nichols made a motion to approve and authorize Mayor Leichty to execute a one-year Software License Agreement with Blazestack, Inc. for fire investigation software for \$9,400. The motion passed 5-0.

**11) Legal Department request: Approve and authorize Mayor Leichty to execute an agreement with NinjaOne to allow the City to enter into an agreement for the purchase of IT Management Software at a first-year cost of \$14,926.68**

City Attorney Bodie Stegelmann recommended that the Board approve and authorize Mayor Leichty to execute an agreement with NinjaOne for the purchase of IT Management Software.

Stegelmann said this software will provide a ticketing solution, mobile device management tools, process documentation, and remote monitoring of City IT infrastructure, which will enable the Department of Innovation and Technology to provide better technical services to City staff. He said the software holds high-level cybersecurity certifications and is commonly used by other Indiana local governments.

Stegelmann said the total cost for the first year of subscription is \$14,926.68. The first year includes an additional 3-months at no cost as part of NinjaOne's December 2025 promotion, for a total of 15-months at the stated cost.



**Myers/Nichols made a motion to approve and authorize Mayor Leichty to execute an agreement with NinjaOne to allow the City to enter into an agreement for the purchase of IT Management Software. The motion passed 5-0.**

**12) Legal Department request: Approve and authorize Mayor Leichty to execute an agreement with Jones Petrie Rafinski to allow the City to enter into an agreement for professional services for a Conceptual Streetscape Master Plan for Restaurant Row**

**City Attorney Bodie Stegelmann** recommended that the Board approve and authorize Mayor Leichty to execute an agreement with Jones Petrie Rafinski for Professional Services for a Conceptual Streetscape Master Plan for Restaurant Row.

This project was described, as follows, in attached Exhibit A – Contractor's Proposal of the Board's agenda packet:

**"Project Understanding:**

"The City of Goshen is seeking to develop a master plan for the 100 block of East Lincoln Avenue in downtown Goshen. This block is a key destination in the city center, home to multiple restaurants with additional dining options located nearby. The City's vision is to reimagine this block as a more pedestrian-oriented corridor that supports outdoor dining, enhanced bicycle access, and a lively downtown atmosphere.

"To achieve this, the project will require a reduction in vehicular lanes and parking in order to expand pedestrian space and incorporate bicycle lanes as a viable alternative transportation option. While some on-street parking would be reduced, adjacent surface parking lots exist and could be better utilized with improved wayfinding signage to direct visitors. This block is uniquely positioned between two anchors: the Pumpkinvine Trail to the east and Goshen Brewing Company to the west, creating a natural connection point that already draws bicyclists and pedestrians through the area. In addition, opportunities exist to activate adjacent alleyways, further expanding public space, improving connectivity, and creating new areas for outdoor dining, events, and art.

"It is understood that both a traffic study and parking assessment have been completed by the City, demonstrating that a lane reduction and loss of parking can be accommodated without significant impacts. The planning effort will explore two solution tracks: one focused on short-term, lower-cost strategies to create immediate impact, and a second envisioning a long-term, full build-out plan with more permanent streetscape and infrastructure improvements.

"This project represents a strategic investment in downtown Goshen, creating a vibrant, welcoming environment that aligns with broader community goals of supporting local business, improving multimodal connectivity, and enhancing the quality of public space.

"Site design, Surveying, Civil Engineering, and Landscape Architecture, services are required to complete the proposed improvements."

**"Anticipated timeline:** JPR anticipates the master planning process will require approximately 90–120 days. This schedule allows construction documents to be prepared over the winter, positioning the project for spring construction of the short-term improvements."

**The total cost for this project would be \$50,000 and include: Topographic Survey, \$13,500; Site Inventory and Analysis \$6,500; Conceptual Development, \$18,000; and Final Master Plan, \$12,000.**

**Myers/Nichols made a motion to approve and authorize Mayor Leichty to execute the agreement with Jones Petrie Rafinski to allow the City to enter into an agreement for Professional Services for Conceptual Streetscape Master Plan for Restaurant Row. The motion passed 5-0.**

**13) Water & Sewer Office request: Move \$3,689.09 in uncollected finaled accounts from active to collection, sewer liens and write offs for the period through Oct. 1, 2025**



**Kelly Saenz, Manager of the Goshen City Utilities Office**, told the Board that the original amount of unpaid final Water/Sewer accounts, for the period through Oct. 1, 2025, was \$5,032.05. Collection letters were sent out and payments of \$1,342.96 were collected.

With the uncollected amount being \$3,689.09, **Saenz** asked the Board to move the office's uncollected final accounts from active to Collection, Sewer Liens and Write offs for the period. Of the uncollected amounts, \$2,0005.72 came from water accounts and \$1,683.37 came from sewer accounts.

**Nichols/Myers made a motion to move the Goshen Water and Sewer Office's \$3,689.09 in uncollected finalized accounts for this period from active to Collection, Sewer Liens and Write offs. The motion passed 5-0.**

**14) Engineering Department request: Approve signing an agreement with R. Yoder Construction, pending receipt of a contract award approval letter from the Indiana SRF, for the WWTP Digester #1 Cover Replacement project in the amount of \$678,915**

**City Director of Public Works & Utilities Dustin Sailor** told the Board that on Nov. 6, 2025, The City received proposals for the for the Waste Water Treatment Plant Digester #1 Cover Replacement project.

The project will replace the torn dual membrane cover on Digester #1 at the Wastewater Treatment Plant, which is out of commission, reducing the amount of methane gas that can be recovered during the sewage treatment process. As a result, the plant must purchase natural gas.

**The Itemized bid tab is summarized here:**

- R. Yoder Construction \$678,915
- Thieneman Construction \$823,000
- Reynolds Construction \$887,000

**Sailor** said the project will be partially funded (about \$382,500) through the State Revolving Loan Fund, and the City received notice Dec. 10, 2025, from the State that the award of the contract for the project was approved. So, **Sailor** asked the Board to award the contract to R. Yoder Construction as the lowest responsive and responsible bidder.

**Clerk-Treasurer Aguirre** noted that the City Engineering Department submitted a revised memorandum and the award letter from the State Revolving Fund Loan Program, and it was provided to Board members before the meeting and would be made part of the meeting record (EXHIBIT #1).

**Myers/Nichols made a motion to approve signing an agreement with R. Yoder Construction, pending receipt of a contract award approval letter from the Indiana SRF for the WWTP Digester #1 Cover Replacement project in the amount of \$678,915. The motion passed 5-0.**

**15) Stormwater Department request: Approve and authorize the Board to execute an agreement with Oaklawn Psychiatric Center, Lacasa of Goshen, Inc. and DJ Construction for the completion of the Lacasa Apartments project at 111 Lakeview Drive**

**City Director of Public Works & Utilities Dustin Sailor** requested approval of an Agreement for the Completion of Construction for the Lacasa Apartments project located at 111 Lakeview Drive.

The building has passed its final building inspection, and the project is substantially complete except for the full stabilization of bare areas of soil amounting to 50,000 square feet and the installation of 1,100 square feet of 4 feet of concrete sidewalk. These final requirements cannot be completed at this time due to weather conditions.

The Stormwater Department submitted the agreement for the Completion of the Construction Project for approval and authorization for the Mayor and Board Members to execute.

The property owner, Oaklawn Psychiatric Center; the lessee, Lacasa of Goshen, Inc.; and the builder, D.J.

Construction; agreed to complete the above listed work by June 15, 2026. The expected cost of work is \$25,000, and a surety, in the form of a check, was remitted to the Clerk-Treasurer's Office.



**Myers/Nichols made a motion to approve and authorize the Board to execute an agreement with Oaklawn Psychiatric Center, Lacasa of Goshen, Inc. and DJ Construction for the Completion of the Lacasa Apartments project at 111 Lakeview Drive. The motion passed 5-0.**

**Clerk-Treasurer Aguirre noted for the record that the Stormwater Department submitted a revised memorandum, dated Dec. 11, 2025, to the Board indicating that Lacasa submitted a \$25,000 check, instead of a bond, to cover the expect cost of the remaining work (EXHIBIT #2).**

**16) Engineering Department request: Approve rolling lane closures on College Avenue, between Lincolnway East/US 33 and Century Drive, from Dec. 16, 2025 until Jan. 30, 2026**

**City Director of Public Works & Utilities Dustin Sailor said the Engineering Department was requesting permission for rolling lane closures on College Avenue, between Lincolnway East /U.S. 33 and Century Drive, from Tuesday, Dec. 16, until Friday, Jan. 30, 2026, excluding holidays.**

**Sailor said the lane closures were needed to complete tree removal in preparation for Phase I of the upcoming College Avenue roadway reconstruction. All appropriate traffic control devices will be utilized.**

**Myers/Nichols made a motion to approve rolling lane closures on College Avenue between Lincolnway East/US 33 and Century Drive from Tuesday, Dec. 16 until Friday, Jan. 30, 2026. The motion passed 5-0.**

**17) Engineering Department request: Approve the closure of College Avenue, between Lincolnway East/U.S. 33 and Century Drive, from Jan. 5, until Jan. 30, 2026**

**City Director of Public Works & Utilities Dustin Sailor said the Engineering Department was requesting permission to close College Avenue to through traffic between Lincolnway East/U.S. 33 and Century Drive. He said there would be a "hard closure" near the bridge over Horn Ditch from Monday, Jan. 5, until Friday, Jan. 30, 2026.**

**Sailor said the closure was needed to complete a sanitary casing project, in preparation for Phase I of the upcoming College Avenue roadway reconstruction.**

**Myers/Nichols made a motion to approve the closure of College Avenue, between Lincolnway East/U.S. 33 and Century Drive, from Monday, Jan. 5, until Friday, Jan. 30, 2026. The motion passed 5-0.**

**18) Engineering Department request: Award the contract for the College Avenue Phase 1 Tree Removal Project #2019-0022 and authorize the Mayor to sign the agreement once prepared by the Legal Department**

**City Engineering Project Manager Andrew Lund said the City Engineering had hoped to be able to recommend awarding a contract to one of the companies that submitted a bid earlier in the meeting for the College Avenue Phase 1 Tree Removal Project.**

**However, Lund said after initial review of the proposals for the tree clearing project, the Engineering Department now was recommending that the Board table this agenda item and allow a further review for the proposals until next week.**

**Myers/Nichols made a motion to table the awarding of the contract for the College Avenue Phase 1 Tree Removal Project. The motion passed 5-0.**

**NOTE: The following was a new agenda item added at the Board meeting. The City Engineering Department provided Board members with a one-page memorandum, dated Dec. 11, 2025, and a one-page document from the Indiana Department of Transportation with "Apparent Bid Results" for the project (EXHIBIT #3).**

**19) Engineering Department request: Authorize Andrew Lund, as the Employee in Responsible Charge, to sign the LPA Award Recommendation letter, to concur with the apparent lowest bidder, allowing INDOT to proceed with award of the College Avenue Phase I construction contract**





**City Engineering Project Manager Andrew Lund** said the Indiana Department of Transportation (IDOT) let the College Avenue Phase I project Dec. 10, 2025. The Board had approved the project July 24, 2025. Provided the lowest bidder is deemed awardable, Lund said INDOT requires the City of Goshen, as the Local Public Agency (LPA), to sign an LPA Award Recommendation Letter, providing the City's concurrence with the apparent low bid result. He said this is necessary before proceeding with the award of the construction contract. The City Engineering Department Engineering requested that the Board provide authority to the Employee in Responsible Charge (Andrew Lund) to sign the LPA Award Recommendation Letter and concur with the apparent low bidder.

**INDOT's "Apparent Bid Results,"** which were provided to the Board listed four bidders for the project. The lowest listed bid was from HRP Construction, Inc. of South Bend for \$8,889,305.88.

Lund said the Engineering Department was pleased that the low bid came below the engineer's estimate.

**Myers/Nichols** made a motion to authorize Andrew Lund, as the Employee in Responsible Charge, to sign the LPA Award Recommendation letter, to concur with the apparent lowest bidder, allowing INDOT to proceed with award of the College Avenue Phase I construction contract. Motion passed 5-0

**NOTE:** The following was an agenda item added at the Board meeting. The Stormwater Department provided Board members with a one-page memorandum, dated Dec. 11, 2025, and six-page agreement for this item (EXHIBIT #4).

**20) Stormwater Department request:** Approve and authorize the Board to execute the agreement with Greencroft Goshen, Inc. for the completion of the work at 2033 Whispering Pines Court

**City Director of Public Works & Utilities Dustin Sailor** requested the approval of an Agreement for the Completion of Construction for the work at 2033 Whispering Pines Court.

**Sailor** said the property is substantially complete, with final building inspection completed. He said there is a 3,100 square foot of yard planting still required, and a large species tree. The property owner has agreed to complete the work by June 15, 2026.

**Myers/Nichols** made a motion to approve and authorize the Board to execute the agreement with Greencroft Goshen, Inc. for the completion of the work at 2033 Whispering Pines Court. The motion passed 5-0.

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

**Mayor Leichthy** opened Privilege of the Floor at 4:42 p.m. There were no comments.

#### **APPROVAL OF CIVIL & UTILITY CLAIMS**

**Mayor Leichthy** made a motion to approve Civil City and Utility claims and adjourn the meeting. Board member Nichols seconded the motion.

#### **ADJOURNMENT**

**Mayor Leichthy** adjourned the meeting at 4:43 p.m.



**EXHIBIT #1:** A City Engineering Department revised memorandum, dated Dec. 11, 2025, and a Dec. 10, 2025 award letter from the State Revolving Fund Loan Program, which were provided to Board members before the meeting during consideration of agenda item #14, Engineering Department request: Approve signing an agreement with R. Yoder Construction, pending receipt of a contract award approval letter from the Indiana SRF, for the WWTP Digester #1 Cover Replacement project in the amount of \$678,915.

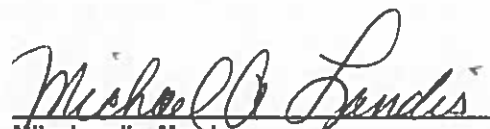
**EXHIBIT #2:** A Stormwater Department revised memorandum, dated Dec. 11, 2025, provided to the Board indicating that Lacasa submitted a \$25,000 check instead of a bond, to cover the expected cost of its outstanding work on an apartments project. This exhibit was in reference to agenda item #15, Approve and authorize the Board to execute an agreement with Oaklawn Psychiatric Center, Lacasa of Goshen, Inc. and DJ Construction for the completion of the Lacasa Apartments project at 111 Lakeview Drive.


**EXHIBIT #3:** A City Engineering Department one-page memorandum, dated Dec. 11, 2025, and a one-page document from the Indiana Department of Transportation showing "Apparent Bid Results" provided to Board members for added agenda item #19, Engineering Department request: Authorize Andrew Lund, as the Employee in Responsible Charge, to sign the LPA Award Recommendation letter, to concur with the apparent lowest bidder, allowing INDOT to proceed with award of the College Avenue Phase I construction contract.

**EXHIBIT #4:** The Stormwater Department provided Board members with a one-page memorandum, dated Dec. 11, 2025, and six-page agreement for added agenda item #20, Stormwater Department request: Approve and authorize the Board to execute the agreement with Greencroft Goshen, Inc. for the completion of the work at 2033 Whispering Pines Court.


**APPROVED:**


  
Mayor Gina Leighty

  
Mike Landis, Member

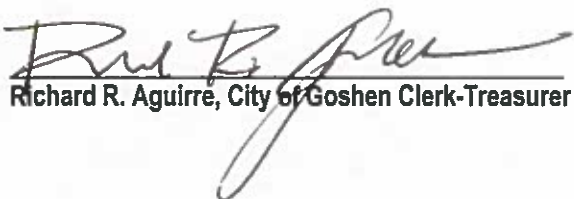
  
Orr Myers, Member



  
\_\_\_\_\_  
Mary Nichols, Member

  
\_\_\_\_\_  
Barb Swartley, Member

ATTEST:

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

*Exhibit #1*



**Engineering Department  
CITY OF GOSHEN**

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

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

## MEMORANDUM

TO: Goshen Board of Public Works & Safety

FROM: Goshen Engineering

RE: **WWTP DIGESTER #1 COVER REPLACEMENT  
(JN: 2024-0025)**

DATE: December 11, 2025

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On November 6, 2025, we received proposals for the above referenced project. The project will replace the torn dual membrane cover on Digester #1 at the Wastewater Treatment Plant. This digester is currently out of commission, reducing the amount of methane gas that can be recovered during the sewage treatment process. As a result, the plant must purchase natural gas. The itemized bid tab is summarized here and attached for your reference.

<b>R. Yoder Construction</b>	<b><u>\$678,915.00</u></b>
Thieneman Construction	\$823,000.00
Reynolds Construction	\$887,000.00

A portion of this project will be paid with remaining funds (approximately \$382,500) from an existing SRF loan to the City of Goshen (SRF Project No. WW18102004 dated March 26, 2020.) Thus, we are required to submit supporting documents to the SRF for review. We received the attached Contract Award Approval Letter from the SRF dated December 10, 2025 allowing us to award our contract.

The Engineering Department is thereby requesting that the Board of Public Works and Safety officially award the contract to R. Yoder Construction as the lowest responsive and responsible bidder.

**Requested Motion: Approve signing the Agreement with R. Yoder Construction, for the WWTP Digester #1 Cover Replacement project in the amount of \$678,915.00.**





**State Revolving Fund Loan Programs**  
an Indiana Finance Authority Environmental Program

100 North Senate Avenue, Room 1275  
Indianapolis, Indiana 46204  
www.srf.in.gov

**Camille Melners, PE**  
Director of Technical Review  
(317) 234-3661  
Cmelners@ifa.in.gov

December 10, 2025

Gina M. Leichty, Mayor  
City of Goshen  
202 South Fifth Street, Suite 1  
Goshen, IN 46528

**Re:** Bid Documents Review  
Contract Award Approval  
SRF Loan No. WW 18 10 20 04  
Wastewater Treatment Plant & Sewer System  
Improvements

Dear Mayor Leichty,

Based on our review of the bidding information submitted for the above referenced project, your proposed award of the following contract(s) is hereby approved. However, this action in no way constitutes either an actual or implied commitment to increase the loan amount.

<u>Contract</u>	<u>Contractor</u>	<u>Eligible Amount</u>
Anaerobic Digester No. 1 Dual Membrane Cover Replacement	R. Yoder Construction	\$678,915.00

This letter also serves as our approval of addenda number 1 & 2 to the project plans and specifications.

**Document Submittals** - The enclosure to this letter sets forth a list of (a) information to be submitted to the State Revolving Fund Loan Programs (SRF) as soon as practical but not later than 30 days after the award of contracts and (b) information to be submitted to SRF as soon as practical after the completion of the project.

**Construction Inspections** - Please note that during construction of the project, the loan recipient shall provide frequent inspections by qualified inspectors in sufficient numbers to ensure that the construction complies with the Program's approved PER and the IDEM-issued construction permit and the terms and conditions of the contract. In addition, the inspectors shall maintain logs, written in ink, with entries sufficient to establish the amount and quality of work completed by the contractor including weather conditions and problems encountered.

**Wage Rates** - Please make sure that the contractor has posted the applicable wage rates in an area that will be accessible to all at the project site.

**Contract Changes and Change Orders** - All change orders must be approved by the SRF Loan Programs to be eligible for SRF financing.

Change orders must be signed by all parties (i.e. SRF Participant, consulting engineer, contractor etc.). The Change Order documentation should include the description and sketch of the proposed change, reasoning/justification for the change, as well as increase/decrease in contract amount and/or time. Change order documentation will be reviewed in order to determine if the proposed change(s) is (are) technically and environmentally acceptable and is (are) consistent with the project scope as discussed in the approved PER, and if the work is eligible for SRF funding.

Please note that any change order which significantly changes the scope of the proposed project as included in the approved PER or which requires further environmental review coordination with environmental review agencies or which increases the amount of financing needed for the project must receive approval of the SRF **prior** to change order work being performed or implemented.

In addition, as provided by your IDEM Construction Permit, if required, it is the loan recipient's responsibility to request/obtain necessary construction permit modification from IDEM's Facility Construction Section for any significant or material changes in the scope of the IDEM-approved plans or construction. Please contact Ms. Malishia Nunnery of IDEM's Facilities Construction Section, 317-232-5579 to determine if the change order requires a construction permit modification.

Changes implemented without the necessary prior approval may not be financed/reimbursed by the SRF.

Please make sure that your project implementation team is aware of the above requirements pertaining to construction inspections, wage rates posting and SRF Program's review and approval process for all change orders.

Sincerely,



Camille Meiners, PE  
Director of Technical Review

Enclosure

cc: Jamey Bontrager-Singer, Goshen Utilities City Engineer  
Steven Gress, PE, Donohue & Associates, Inc.

# Exhibit #2



Stormwater Department  
CITY OF GOSHEN

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

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

stormwater@goshencity.com • www.goshenindiana.org

## MEMORANDUM

TO: Board of Works and Public Safety

FROM: Stormwater Department

RE: **AGREEMENT FOR THE COMPLETION OF THE LACASA APARTMENTS  
PROJECT AT 111 LAKEVIEW DRIVE (JN: 2022-2041)**

DATE: December 11, 2025

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The Stormwater Department requests the approval of an Agreement for the Completion of Construction for the Lacasa Apartments project located at 111 Lakeview Drive. The building has passed its final building inspection, and the project is substantially complete except for the full stabilization of bare areas of soil amounting to 50,000 square feet and the installation of 1,100 square feet of 4" concrete sidewalk. These final requirements cannot be completed at this time due to weather conditions.

The Stormwater Department submits this Agreement for the Completion of the Construction Project for approval and authorization for the Mayor and Board Members to execute.

The property owner, Oaklawn Psychiatric Center; the lessee, Lacasa of Goshen, Inc.; and the builder, Dj Construction; agree to complete the above listed work by June 15, 2026. The expected cost of work is twenty five thousand dollars (\$25,000), and a surety, in the form of a check, has been remitted to the Clerk-Treasurer's Office.

**Requested Motion: Approve and authorize the Board to execute the Agreement with Oaklawn Psychiatric Center, Lacasa of Goshen, Inc. and DJ Construction for the Completion of the Lacasa Apartments project at 111 Lakeview Drive.**



**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

*Exhibit #3*

## MEMORANDUM

TO: Board of Public Works and Safety

FROM: Goshen Engineering Department

RE: **COLLEGE AVENUE PHASE I – AUTHORIZATION TO CONCUR WITH  
INDOT LETTING RESULTS**  
DES NO. 1900739, DES NO. 2101631, DES NO. 2501041 (JN: 2019-0022)

DATE: December 11, 2025

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According to the INDOT – LPA Project Coordination Contract, and the Board of Work's approval of the project for letting on July 24 of this year, INDOT let the College Avenue Phase I project yesterday, December 10, 2025.

Provided the lowest bidder is deemed awardable, INDOT requires the City of Goshen, as the Local Public Agency (LPA), to sign an LPA Award Recommendation Letter, providing the City's concurrence with the apparent low bid result. This is necessary before proceeding with the award of the construction contract. Goshen Engineering is requesting the Board provide authority to the Employee in Responsible Charge to sign the LPA Award Recommendation Letter and concur with the apparent low bidder.

**Requested motion: Move to authorize Andrew Lund, as the Employee in Responsible Charge, to sign the LPA Award Recommendation letter, to concur with the apparent lowest bidder, allowing INDOT to proceed with award of the College Avenue Phase I construction contract.**

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

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Gina Leichty, Mayor

---

Barb Swartley, Member

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Mary Nichols, Member

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Orv Myers, Member

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Michael Landis, Member



Date: 12/10/2025

Page 1 of 45



**INDIANA DEPARTMENT OF TRANSPORTATION  
APPARENT BID RESULTS  
FOR THE LETTING OF December 10, 2025**

Contract R-42000-A

Fed/State Project No 1900739

DBE Goal: 0.00

Description: AUXILIARY LANES, BRIDGE REPLACEMENT AND MULTI-USE PATH

Call 140

Route:

Location: ON COLLEGE AVENUE AT US 33, APPROX 293 FT E OF CENTURY DRIVE

County: ELKHART

Engineer's Estimate: \$9,114,112.68  
Fort Wayne District

Code	Bidder	Address	Phone	Amount of Bid	Type
35-0918397	RIETH-RILEY CONSTRUCTION CO., INC. Lettings-SouthBend@rieth-riley.com	SOUTH BEND IN	(574)288-8321	\$9,630,884.63	R
35-1488621	HRP CONSTRUCTION INC estimating@hrpconstruction.com	SOUTH BEND IN	(574)271-7800	\$8,889,305.88	R
35-1717563	C & E EXCAVATING INC estimating@candeeexcavating.com	ELKHART IN	(574)262-4346	\$9,229,594.00	R
35-1917625	MILESTONE CONTRACTORS LP sbestimating@milestonep.com	South Bend IN	(574)544-5509	\$10,207,000.00	R



*Exhibit #4*

**Stormwater Department**  
**CITY OF GOSHEN**  
204 East Jefferson Street, Suite 1 • Goshen, IN 46528-3405  
Phone (574) 534-2201 • Fax (574) 533-8626  
stormwater@goshencity.com • www.goshenindiana.org

## MEMORANDUM

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

**FROM:** Stormwater Department

**RE:** **AGREEMENT FOR THE COMPLETION OF THE CONSTRUCTION PROJECT AT 2033 WHISPERING PINES COURT**

**DATE:** December 11, 2025

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The Stormwater Department requests the approval of an Agreement for the Completion of Construction for the home at 2033 Whispering Pines Court which has passed its final building inspection and the project is substantially complete except for the stabilization of 3,100 square feet of yard and the planting of one large species street tree. These final requirement cannot be completed at this time due to weather conditions.

The Stormwater Department submits this Agreement for the Completion of the Construction Project for approval and authorization for the Mayor and Board Members to execute.

The property owner, Greencroft Goshen, Inc. agrees to complete the above listed work by June 15, 2026. The expected cost of the work is below \$2,000.00 so no surety is required.

**Requested Motion: Approve and authorize the Board to execute the Agreement with Greencroft Goshen, Inc. for the Completion of the work at 2033 Whispering Pines Court.**

## AGREEMENT FOR THE COMPLETION OF THE CONSTRUCTION PROJECT

THIS AGREEMENT is entered into on December 11, 2026, between the City of Goshen, Indiana, by and through the Goshen Board of Public Works and Safety, hereinafter referred to as "Goshen," and

Property Owner: Greencroft Goshen, Inc.

and, if the builder is responsible for completing the remaining work,

Builder: \_\_\_\_\_

☒ No Builder

hereinafter referred to individually or collectively, if applicable, as "Permittee."

Permittee obtained a building permit for the construction of a building on the real estate at

Site: 2033 Whispering Pines Court, Goshen, Indiana,  
hereinafter referred to as "Site."

The construction project is substantially complete except for:

☒ certain exterior work that cannot be completed due to weather conditions.

☐ the installation of certain parts or equipment which are not currently available.

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

1. **WORK.** Permittee agrees to complete the following remaining item(s) of work, hereinafter referred to as "Work," as soon as conditions permit, but no later than June 15, 2026, unless an earlier date is specified below:

☒ Permanently stabilize the Site which shall include grading, adding topsoil where needed, seeding and mulching of the grounds. This shall specifically include stabilization of approximately 3,100 square feet of disturbed area with seed and a temporary stabilization measure such as anchored mulch, hydromulch, or erosion control blankets. In addition, all adjacent and/or affected inlets shall be kept covered until the Site has been completely and permanently stabilized.

☒ Plant all required landscaping at the Site according to the plan submitted to the Goshen Planning and Zoning Department. This shall include planting: One large species street tree.

☐ Install the hard surface driveway for the Site.

☐ Permittee agrees to install a temporary gravel driveway, and Goshen will permit the installation of the temporary gravel driveway until such time as the permanent hard surface driveway can be installed. The temporary gravel driveway shall be installed prior to occupancy of the building, but no later than \_\_\_\_\_, 20\_\_.

☐ Install the hard surface parking lot for the Site.

☐ Permittee agrees to install a temporary gravel parking lot, and Goshen will permit the installation of the temporary gravel parking lot until such time as the permanent hard surface parking lot can be installed. The temporary gravel parking lot shall be installed prior to occupancy of the building, but no later than \_\_\_\_\_, 20\_\_.

☐ Install all required parking lot striping for parking spaces at the Site.

☐ Install approximately \_\_\_\_\_ square feet of concrete sidewalk and/or curbing at or adjacent to the Site parallel to the following public street: \_\_\_\_\_

☐ Install approximately \_\_\_\_\_ of concrete sidewalk at the Site to the building entrance.

☐ Install the following certain parts or equipment at the Site: \_\_\_\_\_

☐ Other: \_\_\_\_\_

2. **SURETY.** Permittee is required to provide Goshen a surety to guarantee the timely and proper completion of the Work if the cost of the Work is estimated by Goshen to be at least Two Thousand Dollars (\$2,000), or if the Work includes the installation of a driveway, parking lot, sidewalk, curbing or other hard surface improvement, regardless of cost.

☐ Permittee agrees to provide Goshen a surety in the amount of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) to guarantee the timely and proper completion of the Work under the terms of this agreement. The surety may be in the form of a surety bond, letter of credit, or cash bond, including a cashier's check or corporate check (which City Clerk-Treasurer will cash). The surety is to guarantee the timely and proper completion of the obligations under this agreement and is not intended for the benefit of any third party, including Permittee's contractors or subcontractors. Upon satisfactory completion of the Work, Goshen will release the surety. If the surety is in the form of cash or a check, the Permittee must have a current W-9 on file with the City Clerk-Treasurer so a check may be issued to refund the surety.

☒ Permittee is not required to provide Goshen a surety to guarantee the timely and proper completion of the Work.

3. **CERTIFICATE OF OCCUPANCY.** Except for the Work yet to be completed as set forth in Section 1 above, once the construction project complies with all applicable City ordinances



and requirements, Goshen will issue a Certificate of Occupancy for the Site on the condition that Permittee complies with the terms of this agreement. It is Permittee's obligation to contact the Goshen Building Department to obtain the Certificate of Occupancy prior to occupying the building.

4. **FORCE MAJEURE.** If Permittee's performance under this agreement is prevented because of an occurrence that is beyond the control of the Permittee which could not have been avoided by exercising reasonable diligence, Permittee's time for performance will be extended. Such extension shall be for no longer than necessary given the nature of the occurrence which causes the delay. Examples of such occurrences are tornadoes, floods, or more than a typical number of days where rainfall prohibits the performance required of the Permittee.

If Permittee is delayed, Permittee shall immediately notify Goshen in writing describing the nature of the event delaying performance. Permittee shall make every effort to resume performance as soon as possible.

5. **DEFAULT.** It is mutually agreed that if Permittee fails to perform or comply with the terms of this agreement, Goshen may declare the agreement to be in default without notice to Permittee.

Upon declaration of default, Goshen may take such action as is necessary to complete Permittee's obligations although Goshen is not obligated to do so. If Surety is provided under this agreement, Goshen may use the Surety to pay for the completion of any of Permittee's obligations. Goshen may seek any other remedy available at law or equity in addition to or instead of any remedy provided for in this agreement.

Goshen shall have the right to correct any defect in the Work, and Goshen shall have the right to stabilize the Site in accordance with the Goshen City Construction Site Stormwater Runoff Control Ordinance. The Surety, if required, and/or Permittee shall pay all of Goshen's costs and expenses incurred in taking such actions including, but not limited to engineering, legal and other costs, together with any damages either direct or consequential which Goshen may sustain on account of Permittee's failure to fulfill Permittee's obligations under this agreement.

6. **SUBCONTRACTING OR ASSIGNMENT OF CONTRACT.** Permittee shall not subcontract or assign any right or interest under the agreement without having prior written approval from the Goshen Board of Public Works and Safety, provided, however, that Permittee shall be permitted to independently engage any contractors, subcontractors, or laborers to perform the Work, and such engagement shall not be considered to be an impermissible subcontracting or assignment by Permittee of any right or interest under this agreement. Except as provided herein, any attempt by Permittee to subcontract or assign any portion of the agreement shall not be construed to relieve Permittee from any responsibility to fulfill Permittee's obligations.
7. **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 and such modification is approved by the Goshen Board of Public Works and Safety. Any verbal representations or modifications concerning the agreement shall be of no force and effect.
8. **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.

9. **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 this agreement. Notice will be considered given five (5) days after the notice is deposited in the U.S. mail or when received at the appropriate address.

Address for Goshen:      City of Goshen, Indiana  
                                 Attention: Goshen Legal Department  
                                 204 East Jefferson Street, Suite 2  
                                 Goshen, IN 46528

Address for Permittee:

**Property Owner:**      Greencroft Goshen, Inc.  
                                 1721 Greencroft Boulevard, P.O. Box 819  
                                 Goshen, IN 46527-0819  
  
**Phone:**                      574-596-1081  
  
**Email:**                      troy.handrich@greencroft.org

**Property Owner:**      \_\_\_\_\_  
                                 \_\_\_\_\_  
                                 \_\_\_\_\_

**Phone:**                      \_\_\_\_\_  
  
**Email:**                      \_\_\_\_\_

**Builder:**                      \_\_\_\_\_  
                                 \_\_\_\_\_  
                                 \_\_\_\_\_

**Phone:**                      \_\_\_\_\_  
  
**Email:**                      \_\_\_\_\_

☒ No Builder

10. **APPLICABLE LAWS.** Permittee agrees to comply with all applicable federal, state, and local laws, rules, regulations, or ordinances.

In the event of a conflict between this agreement and applicable laws, rules, regulations or ordinances, the most stringent or legally binding requirement shall govern.

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

11. **ATTORNEY FEES.** 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 and expenses expended or incurred by the prevailing party, including reasonable attorneys' fees.
12. **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.
13. **BINDING EFFECT.** All provisions, covenants, terms and conditions of the agreement apply to bind the parties and their legal heirs, representatives, successors and assigns.
14. **ENTIRE AGREEMENT.** This agreement constitutes the entire agreement between the parties and supersedes all other agreements or understandings between Goshen and Permittee.
15. **AUTHORITY TO EXECUTE.** Each person executing this agreement represents that he or she is duly authorized and has legal authority to execute and deliver this agreement on behalf of the respective party, and upon execution and delivery of this agreement, bind the respective party to the terms and conditions of the agreement.

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

**Permittee<sup>1</sup>:**

Property Owner:

Signature: \_\_\_\_\_

Printed: \_\_\_\_\_

Title (if any): \_\_\_\_\_

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

Signature: \_\_\_\_\_

Printed: \_\_\_\_\_

Title (if any): \_\_\_\_\_

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

**Builder:**

Signature: \_\_\_\_\_

Printed: \_\_\_\_\_

Title: \_\_\_\_\_

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

**Goshen:**

\_\_\_\_\_  
Gina Leichty, Mayor

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

\_\_\_\_\_  
Michael Landis, Board of Works and Safety

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

\_\_\_\_\_  
Mary Nichols, Board of Works and Safety

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

\_\_\_\_\_  
Orv Myers, Board of Works and Safety

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

\_\_\_\_\_  
Barb Swartley, Board of Works and Safety

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

<sup>1</sup> The Property Owner is required to execute the agreement. If the Builder is responsible for completing the remaining work or if the Builder is providing the surety under the agreement (if required), the Builder is also required to execute the agreement.