



City of Goshen Board of Public Works & Safety

Regular Meeting Agenda

4:00 p.m., January 22, 2026

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: Jan. 8 and Jan. 15, 2025 Board meetings

Approval of Agenda

1) Police Department request: Accept the retirement of Division Chief Ryan Adams, effective Feb. 20, 2026

2) Police Department request: Approve the voluntary self-demotion in rank of Midnight Shift Captain Austin Everage effective Jan. 9, 2026

3) Police Department request: Accept the retirement of School Resource Officer Tara Powell from the Goshen Police Department, effective Jan. 9, 2026

4) Police Department request: Approve the terms and conditions and ratify the execution of the Conditional Offer of Employment Agreement with Jake Zachary Turner and approve his hiring as a Probationary Patrol Officer retroactive to Jan. 12, 2026

5) Planning & Zoning Department request: Deny a subordination request for a CDBG-owner-occupied rehab project from Activity #267, Program Year 2018

6) Planning & Zoning Department request: Acknowledge the annual Community Development Block Grant Conflict of Interest disclosures of Councilors Peel and Weddell

7) Planning & Zoning Department request: Accept the subdivision plat for the Replat of Lot A in Hawks Building Minor Subdivision

8) Water & Sewer Department request: Approve the allocation of 0.70 cents to the Water Maintenance Repair Fund and 0.40 cents to the Sewer Maintenance Repair Fund for the 2026 billing year

9) Engineering Department request: Approve and authorize Mayor Leichty to execute the agreement with Lacroix Traffic Engineering, PLLC at a cost of \$4,700

10) Engineering Department request: Approve Change Order No. 5 with Niblock Excavating in the amount of \$19,198.00 to lower the Lincoln Avenue emergency detention pond weir by 4 inches



- 11) Engineering Department request:** Approve Change Order No. 6 in the amount of \$8,820 to reinstall the sanitary sewer lateral for 713 E. Lincoln Avenue
- 12) Engineering Department request:** Approve the installation of additional wayfinding and regulatory speed limit signs approaching the Peddlers Road and Reliance Road roundabout
- 13) Engineering Department request:** Deny the installation of additional signs at City Parking Lot I

Privilege of the Floor

Approval of Civil City and Utility Claims

Adjournment



CITY OF GOSHEN BOARD OF PUBLIC WORKS & SAFETY

MINUTES OF THE JANUARY 8, 2026 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 3:58 p.m.

REVIEW/APPROVE MINUTES: Mayor Leichty presented the minutes of the Dec. 18, 2025 meeting as prepared by the Clerk-Treasurer. Board member Barb Swartley made a motion to approve the minutes as presented. Board member Mike Landis seconded the motion. The motion passed 5-0.

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

1) Kindred Wool Co. request: Permit the encroachment of a projecting sign in the sidewalk right of way for the business at 108 West Washington Street

Roxanne Miller, co-owner of Kindred Wool Co., asked the Board for permission to install a sign – mounted perpendicular to a building and projecting out four feet – at her business, 108 West Washington St. She indicated the purpose of the sign was to identify the business location and improve visibility for customers.

In a letter to the Board, Miller wrote that the sign would be installed about 11-12 feet above ground level, ensuring adequate clearance for pedestrian traffic and compliance with safety considerations. Signtech would mount the sign. City Civil Engineer Brad Minnick said the Engineering Department reviewed the request and had no concerns.

However, if the City needs the sign removed at a later date for right of way purposes, Minnick recommended a provision by added that the costs should be paid by the owner. Miller agreed to the provision.

Swartley/Landis made a motion to permit the encroachment of a projecting sign in the sidewalk right-of-way for the business at 108 West Washington St. with the provision that if at some point the City would need to have it removed for the use of the right-of-way that removal would be done at the owner's expense. The motion passed 5-0.

2) Planning & Zoning Department request: Deny a subordination request for a CDBG-owner-occupied rehab project from Activity #267, Program Year 2018

Community Development Specialist Theresa Cummings told the Board that a subordination request was submitted for a CDBG owner-occupied rehab project from Activity #267, Program Year 2018. The subordination was requested to refinance an existing mortgage, including consolidating debt and cash out for home improvements.

Cummings explained the CDBG mortgage is a deferred payment loan in the amount of \$15,289.73 and is payable upon conveyance, death of owner, or foreclosure. The CDBG mortgage is currently in second position and will remain in second position after the refinancing.

Cummings said the existing mortgage has a balance of \$40,437 with an interest rate of 4.625% and a term of 30 years which began in 2019. She said the proposed new mortgage will be in the amount of \$85,000 with an interest rate of 6.75% and a term of 30 years. Monthly payments will increase from \$516 a month to \$722. And closing costs of \$3,780 and discount points of \$1,934 are being charged, totaling \$5,714.

Cummings said an official appraisal was not done for the refinance. The mortgage company supplied a PIW (property inspection waiver) and valued the home at \$150,000.



Based on Elkhart County records, **Cummings** said the improvement value of the home was approximately \$89,100. The discrepancy between the two values was \$60,900.

Cummings recommended that the subordination request be denied for the following reasons:

1. The interest rate is increasing from 4.625% to 6.75%
2. The monthly payment is increasing from \$516 to \$722 a month
3. The mortgage term is increasing from the remaining 24 years to 30 years
4. The assessed value, based on Elkhart County records of \$89,100, does not provide adequate equity to cover the cost of the new mortgage at \$85,000 plus the CDBG mortgage of \$15,289.73, a total of \$100,289.73.

Cummings said the homeowner intends to use approximately \$11,600 towards debt consolidation and \$27,200 toward home improvements such as replacing the furnace, siding, remodeling the kitchen and updating paint. If the Board decided to approve the subordination request, the requestor would be required to prepare and record the subordination document and provide a recorded copy to the Community Development Specialist.

Mayor Leichty asked about the alternatives for the family if the subordination request was denied.

Cummings said she can only analyze the request that the mortgage company provided. She said she didn't know if she could legally reach out to the owner. She added, "I've just been working with the mortgage company that they're going through but I know who the person is, where they live, and I do have some ideas on some different programs that could help them."

Cummings said the homeowners would be paying a high interest rate and closing costs and there could be more affordable alternatives they could apply for. He said they could qualify for more CDBG assistance.

Board member Swartley said she questioned the home being valued at \$89,000 value saying, "That must be a pretty derelict home in Goshen if it's only worth \$89,000." **Cummings** said the City estimated the value between the two estimates of \$89,100 and \$150,000.

Board member Swartley suggested the homeowners get an appraisal, which she said could be done for \$375 or less. The **Mayor** and **Cummings** agreed. They also discussed the proposed loan interest rate.

Mayor Leichty asked **Cummings** about the time frame and wondered whether there was time for a new appraisal.

Cummings said the homeowners wanted to close on the new mortgage on Jan. 10, which is with Rocket Mortgage.

Board member Landis said it would be good if the homeowner could have a more affordable option.

Mayor Leichty asked **City Attorney Bodie Stegelmann** if there was anything prohibiting **Cummings** from reaching out to the applicant to recommend alternatives. **Stegelmann** said he didn't know of any reason Cummings could not talk to the property owner.

In response to **Board member Swartley**'s question about alternatives, **Cummings** said Lacasa has a match savings program to pay for home improvements or if the property owner was eligible for the CDBG program the property owner could obtain a low-interest loan to make home improvements.

Mayor Leichty said, "I would be inclined to try to buy us more time to work with the homeowner, so it would be my suggestion that we table a decision, which would unfortunately delay her closing if she had contractors lined up (for repairs) ... but it would give you an opportunity to have some conversations and see whether or not there's some alternatives that are available."

Board members and **Cummings** then discussed when the matter could come before the Board again as well as issues facing the property owner.

Swartley/Landis then made a motion to table the subordination request for a CDBG owner-occupied rehab project for two weeks, which would be Jan. 22, 2026. The motion passed 5-0.

3) Legal Department request: Adopt Resolution 2026-02, A Resolution approving and adopting a Vacant House Inspection Program



Assistant City Attorney Don Shuler said the City maintains a program to inspect vacant residential properties pursuant to the Neighborhood Preservation Ordinance (NPO) and the Indiana Unsafe Building Law. Working with the City Building Department, **Shuler** said the Legal Department reviewed and updated the program document, which had not been revised since it was adopted in 2016.

Primary updates in the draft ordinance included:

- Vacancy threshold lowered to two (2) years, with clear exceptions permitting earlier inspection (prior enforcement, unsecured, complaints)
- Streamlines re-inspections to one (previously two), and ties next steps to Neighborhood Preservation Ordinance (NPO) procedures following that re-inspection
- Clarifies that appeals are handled under the NPO/Unsafe Building Law framework
- Confirms program is guidance, not a legal prerequisite to enforcement

Shuler said a track-changed version of the program document was provided to the Board for reference, with the proposed resolution adopting the revised version.

Mayor Leichty asked if there were any prohibition to the City lowering the vacancy threshold to one year. **Shuler** said there was not but in discussion with the City Building Department it seemed sufficient to lower the rate from three years to two years with the included exceptions and with an allowance based on the extent of renovations.

Mayor said it would depend on the property "whether it's a problematic vacant property or just an under-construction property." **Shuler** agreed, adding, "I think that's where, providing the exception, if the City's receiving complaints about a property for activity that's occurring there because it's vacant, we don't necessarily have to abide by that two-year (period)."

Swartley/Landis made a motion to move to adopt Resolution 2026-02, *A Resolution Approving and Adopting a Vacant House Inspection Program*. The motion passed 5-0.

4) Legal Department request: Ratify the Mayor's execution of the renewal print subscription with West Publishing Corporation for West Indiana Code books and updates

City Attorney Bodie Stegelmann recommended that the Board ratify the Mayor's execution of the 60-month renewal print subscription with West Publishing Corporation for printed West Indiana Code books and updates for the Legal Department. The cost is \$383.95 per month for 2026 with a 4% increase each of the following four years.

Swartley/Landis made a motion to ratify the Mayor's execution of the attached renewal print subscription with West Publishing Corporation for printed West Indiana Code books and updates. The motion passed 5-0.

5) Legal Department request: Accept the easement for City water utility purposes at 815 S. 10th Street from AP CYCLEWORKS LLC, and authorize the Mayor to execute the acceptance

City Attorney Bodie Stegelmann recommended that the Board accept the proposed easement from AP CYCLEWORKS LLC. He said this easement is for Goshen City water utility purposes at 815 South Tenth Street. A depiction of the easement area was provided in the agenda packet for the Board.

Swartley/Landis made a motion to accept the easement for Goshen City water utility purposes at 815 South Tenth St. from AP CYCLEWORKS LLC, and authorize the Mayor to execute the acceptance. The motion passed 5-0.

6) Legal Department request: Pass Resolution 2026-01, Documenting the Submission of the 2025 Annual Certifications by City of Goshen Elected Officers

City Attorney Bodie Stegelmann informed the Board that the accompanying resolution documented the submission of the annual Certifications by all City of Goshen elected officers related to the state statutes and City policies regarding the employment of relatives by the City and contracting with the City.



Signed certifications were provided by the City's 10 elected officers – Mayor Gina Leichty, Clerk-Treasurer Richard R. Aguirre, City Judge Richard Mehl and Common Council members Linda Gerber, Phil Lederach, Douglas Nisley, Megan Peel, Don Riegsecker, Matt Schrock and Brett Weddell.

Swartley/Landis made a motion to pass Resolution 2026-01, *Documenting the Submission of the 2025 Annual Certifications by City of Goshen Elected Officers*. The motion passed 5-0.

7) Legal Department request: Approve and authorize Mayor Leichty to execute the attached agreement with Abonmarche Consultants, Inc. to allow the City to enter into an agreement for Madison Street Bank Repair Permitting

City Attorney Bodie recommended that the Board approve and authorize Mayor Leichty to execute an agreement with Abonmarche Consultants, Inc. to allow the City to enter into an agreement for Madison Street Bank Repair Permitting. This was more particularly described in Exhibit A of the agreement – Contractor's Proposal. The total cost for obtaining "after-the-fact" permits for necessary repair(s) due to damage(s) caused by beaver activity will be \$5,200 for performing all duties.

Abonmarche's work plan described the project as follows:

The proposed project includes repairing the bank and road adjacent to the bridge over the Mill Race Canal due to beaver activity that has caused a sinkhole to appear and undermine the curb and portion of the roadway. The intent is to fill the sinkhole void below the roadway, stabilize and reinforce the bank adjacent to the bridge, and reconstruct the roadway affected by the sinkhole. Other major objectives for this project include:

1. A coordination meeting was held on Sept. 17, 2024, with the City of Goshen, Indiana Department of Natural Resources (DNR), Indiana Department of Environmental Management, and the U.S. Army Corps of Engineers to discuss the project.
 - a. A permit is not needed from the DNR since the proposed project is located outside the published floodway.
 - b. Permits from IDEM and the U.S. Army Corps of Engineers will need to be obtained since the bank reinforcement will extend below the ordinary high-water mark (OHWM) of the Mill Race Canal. Filling the sinkhole and repairing the roadway are located above the OHWM and permits are not required for those tasks.
 - c. With the project being a public safety concern, "after-the-fact" permit applications can be submitted to the agencies.
2. The work has already been completed by City Staff, and several site photographs were taken to incorporate into the permit applications.

This task includes preparing permit applications for the constructed project (after-the-fact) using site photographs provided by the City supplemented with a description of the work completed. Our office will lead communication and coordination with the agencies during the permit application review process. The following permits are anticipated for the project:

1. IDEM – Section 401 WQC Regional General Permit Notification
2. U.S. Army Corps of Engineers Permit – Section 404

Swartley/Landis made a motion to approve and authorize Mayor Leichty to execute the agreement with Abonmarche Consultants, Inc. to allow the City to enter into an agreement for Madison Street Bank Repair Permitting. The motion passed 5-0.

8) Legal Department request: Approve and authorize the Mayor to execute the agreement with Abonmarche Consultants, Inc. to enter into an agreement for Carter Road Drainage Ditch Outfall Reconstruction

City Attorney Bodie Stegelmann recommended that the Board approve and authorize Mayor Leichty to execute an agreement with Abonmarche Consultants, Inc. to enter into an agreement for the Carter Road Drainage Ditch Outfall Reconstruction. It was more particularly described in Exhibit A of the agreement – Contractor's Proposal.



The total cost for reconstruction will be \$59,800 for performing all duties. However, if alternate task of Construction Stormwater General Permit must be done, this will add an additional \$3,600 to the prior stated total.

Abonmarche's work plan described the project as follows:

The proposed project consists of performing maintenance to the Carter Road Ditch (previously known as the Elkhart Township Ditch) located along the north side of Carter Road, south of Witmer Woods, and situated between South Main Street (SR 15) and the Elkhart River. The Carter Road drain consists of an open ditch about 1,000 feet long that transitions into a 54"± diameter pipe for the remaining 400 feet to the outfall at the river. Major objectives for this project include:

1. Since the last maintenance in 2008, there are several large trees growing within the banks and bottom that need to be cut flush with the ditch bottom and removed along with the sediment deposition at the east end of the ditch. It is our understanding that the City will be managing the clearing and maintenance of the drainage ditch and at the outfall.
2. At the riverbank outfall, the City previously fixed two sinkholes and collapsed piping but another sinkhole and pipe collapse have recently been discovered. The City would like to replace and reconstruct the entire outfall at the riverbank which is anticipated to include removing and replacing one or two segments of pipe upstream.
3. Challenges at the existing outfall include:
 - a. The outfall is submerged about halfway, and it is anticipated a coffer dam is needed to hold water back from the work zone.
 - b. There is significant flow during rainfall events, so existing flows will need to be managed during construction.
 - c. With the sinkhole and significant settlement of the adjacent area, a headwall or permanent riverbank reinforcement will need to be evaluated at the new outfall.
 - d. The existing outfall is adjacent to a large stump and large birch tree that are anticipated to need removed to reshape and stabilize the riverbank.
 - e. With close proximity to an existing residential home, there is concern for possible settlement of the foundation, therefore, the City would like to monitor the elevation of the home during construction. The monitoring is proposed to be performed weekly once construction activities commence.
 - f. With the close proximity to the existing home, the City would like to evaluate the outfall location with a possible shift to the north within the existing easement by adding a manhole to transition the pipe alignment.
 - g. Access for construction equipment and materials will need to be determined during the design phase and a temporary construction easement may be needed from Goshen College.
4. To perform maintenance and to reconstruct the outfall at the riverbank, a coordination meeting was held on Sept. 17, 2024, with the City of Goshen, Indiana Department of Natural Resources (DNR), Indiana Department of Environmental Management, and the U.S. Army Corps of Engineers.
 - a. A Construction in a Floodway Permit is required by the DNR for the outfall reconstruction. The ditch dredging does not require this permit. Dam leveling review may be required during the permitting of the outfall reconstruction.
 - b. Permits from IDEM and the U.S. Army Corps of Engineers will need to be obtained for the outfall reconstruction. No permits will be required from either agency for the dredging work so long the stumps are left in place and removed sediment is placed upland (not in any wetlands) during the maintenance cleaning.
5. With the reconstruction of the outfall being under one acre of land disturbance, a Construction Stormwater General Permit is not anticipated. We included this permit as an Alternate task if the City foresees a permit is needed for the ditch maintenance project and wishes to utilize our assistance.
6. It is anticipated that the City of Goshen will publicly bid the proposed work to Contractors.

Swartley/Landis made a motion to approve and authorize Mayor Leichty to execute an agreement with Abonmarche Consultants, Inc. to allow the City to enter into an agreement for Carter Road Drainage Ditch Outfall Reconstruction. The motion passed 5-0.



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

At 4:23 p.m., Mayor Leichty opened Privilege of the Floor. There were no comments.

APPROVAL OF CIVIL & UTILITY CLAIMS

Mayor Leichty made a motion to approve Civil City and Utility claims and adjourn the meeting. Board member Swartley and Landis simultaneously seconded the motion.

ADJOURNMENT

Mayor Leichty adjourned the meeting at 4:23 p.m.

APPROVED:

Mayor Gina Leichty

Mike Landis, Member

Orv Myers, Member

Mary Nichols, Member



Barb Swartley, Member

ATTEST:

Richard R. Aguirre, City of Goshen Clerk-Treasurer



CITY OF GOSHEN BOARD OF PUBLIC WORKS & SAFETY
MINUTES OF THE JANUARY 15, 2026 CLAIMS REVIEW & APPROVAL MEETING
Convened in the Goshen Police & Court Building, 111 East Jefferson St., Goshen, Indiana

Present: Mayor Gina Leichty, Mark Landis, Orv Myers, Mary Nichols and Barb Swartley (none absent)

Swearing-in of Board members: Before the meeting began, Mayor Leichty swore Board members Mark Landis, Orv Myers, Mary Nichols and Barb Swartley into office for one-year terms.

Call To Order: Mayor Leichty called the meeting to order at 4:07 p.m.

Review/Approve Agenda: Mayor Leichty presented the agenda as prepared by the Clerk-Treasurer. Board members Swartley/Landis made a motion to approve the agenda as presented. The motion passed 5-0.

Privilege of the Floor (opportunity for public comment for matters not on the agenda):
Mayor Leichty opened Privilege of the Floor at 4:07 p.m. There were no public comments.

Approval of Civil City and Utility Claims

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

Adjournment

Mayor Leichty then adjourned the meeting at 4:08 p.m.

NOTE: No audience members were present at the meeting, but as required by state statutes, the news media was notified of the meeting, the agenda was published on the City of Goshen's website and the agenda was posted before the meeting at City Hall and immediately outside the meeting place.

APPROVED:

Mayor Gina Leichty

Mike Landis, Member



Orv Myers, Member

Mary Nichols, Member

Barb Swartley, Member

ATTEST:

Richard R. Aguirre, Clerk-Treasurer



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: January 22, 2026

From: Jose' Miller, Chief of Police

Reference: The Retirement of Division Chief Ryan Adams #125

I respectfully request that the Board of Public Works and Safety accept the retirement of Division Chief Ryan Adams, effective February 20, 2026. Division Chief Adams' final day of employment with the Goshen Police Department will be Thursday, February 19, 2026.

Division Chief Adams began his career with the Goshen Police Department on February 13, 1998, and has dedicated more than twenty-eight (28) years of distinguished service to this department and the Goshen community. Throughout his career, he served in numerous roles, including Patrol Officer, S.W.A.T. Commander, Patrol Lieutenant, Patrol Captain, Detective, Division Chief of Investigations, and Division Chief of Patrol.

Division Chief Adams has always taken great pride in the meaning of the badge and in selfless service to this community. His integrity, work ethic, leadership, and professional abilities were second to none. His retirement will represent a significant loss to both the department and the community we serve.

On behalf of the Goshen Police Department, I extend my sincere appreciation to Division Chief Adams for his decades of dedicated service and wish him nothing but the best in the next chapter of his life.

Respectfully,

Jose' Miller #116

Chief of Police

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

Ryan Adams
Division Chief
Goshen Police Department

Monday, January 5th, 2026

Chief Jose Miller
City of Goshen
Goshen, Indiana

Dear Chief Miller, Mayor Leichty, and the Citizens of Goshen,

After twenty-eight years of dedicated service to the citizens of Goshen, I announce my retirement from the Goshen Police Department. My final day of employment will be Thursday, February 19, 2026. Making this decision was not easy, but it comes with a full heart, deep gratitude, and immense pride in the work we have done together.

When I first raised my right hand, I could not have fully understood how profoundly this profession would shape my life. Law enforcement is more than a career; it is a calling that asks you to stand steady in moments of uncertainty, to serve quietly without expectation, and to carry responsibility long after the uniform comes off. Over nearly three decades, I have learned that the badge itself holds no power—character, compassion, and integrity do.

Throughout my career, I was privileged to walk alongside the people of this community during some of the most meaningful moments of their lives. I have held hands in times of grief, stood beside families facing hardship, and witnessed remarkable resilience and hope in moments when it mattered most. Those experiences are indelible, and they serve as constant reminders that policing, at its core, is about people.

In return, this community gave me more than I could ever repay. A simple “thank you for your service,” a meal quietly covered by a stranger, or a letter of encouragement arriving on a difficult day—those gestures carried me through the weight of the job and reaffirmed why this work mattered. They reminded me that service, even when unseen, is never without purpose.

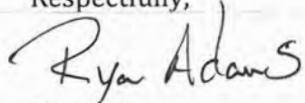
I have had the honor of serving alongside men and women of extraordinary professionalism and courage. I have seen officers run toward danger not because they were fearless, but because someone needed them. Leadership taught me that rank matters far less than responsibility—that listening often matters more than speaking, and that caring deeply about people is not a weakness, but a necessity. To those who trusted me, challenged me, and stood beside me, thank you.

I am deeply grateful to Chief Miller, my fellow officers, City leadership, and above all, the people of Goshen, for your confidence, encouragement, and trust. The relationships forged here are among the most meaningful of my life, and they will remain with me long after I hang up the uniform.

While I step away from active duty, my heart will always remain with this community and with the men and women who continue to dedicate themselves to its safety and well-being. Goshen has been my home, my purpose, and my calling. I leave this profession with gratitude rather than regret, pride in what has been accomplished, and confidence in those who will carry the mission forward.

Though the badge may come off, the values this career instilled—service, accountability, humility, and respect—will remain with me always. Thank you for allowing me the profound privilege of serving.

Respectfully,



Ryan Adams



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: January 22, 2026

From: Jose' Miller, Chief of Police

Reference: Self Demotion in Rank Request from Captain Austin Everage #187

I am respectfully requesting that the Board of Public Works and Safety **approve the voluntary self-demotion in rank of Midnight Shift Captain Austin Everage**. Due to scheduling demands and family considerations, Captain Everage has requested to step down from the rank of Captain to Patrol Officer, **effective January 9, 2026**, and return to day shift assignment.

Captain Everage has served this department and the community with distinction throughout his career. As a supervisor and leader, he has consistently demonstrated professionalism, sound judgment, and a strong work ethic. His commitment to his officers, the mission of the department, and the citizens we serve has been evident in his daily actions and leadership on the midnight shift.

While his leadership at the Captain level will be missed, this request reflects Captain Everage's continued dedication to the department and his desire to remain an active, contributing member of the patrol division. His experience and institutional knowledge will continue to be an asset to the department in his new assignment.

I sincerely appreciate Captain Everage's years of service, his willingness to lead when called upon, and his honesty in making a decision that best supports both his family and the long-term effectiveness of the department. Thank you for your consideration of this request and for your continued support of our personnel

Respectfully,

Jose' Miller #116
Chief of Police



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: January 22, 2026

From: Jose' Miller, Chief of Police

Reference: The Retirement of School Resource Officer Tara Powell #140

I respectfully request that the Board of Public Works and Safety accept the retirement of School Resource Officer Tara Powell from the Goshen Police Department, effective January 9, 2026. Officer Powell's final day of active service was Thursday, January 8, 2026.

Officer Powell began her law enforcement career with the Goshen Police Department on November 7, 2003. Prior to joining Goshen, she served six years with the Middlebury Police Department. Over the course of her career, she dedicated sixteen years as a K-9 officer across both agencies, demonstrating exceptional skill, discipline, and commitment to specialized service.

During her tenure, Officer Powell worked closely with the Detective Bureau and Drug Unit, and served with distinction as a Field Training Officer, Background Investigator, and School Resource Officer. Her experience, work ethic, and professionalism consistently set the standard for those around her.

Officers like Tara Powell are the backbone of this department. She has demonstrated unwavering integrity, resilience, and dedication to the mission and to the community we serve. Her retirement marks the close of a significant chapter in the history of the Goshen Police Department and the beginning of a well-earned next chapter in her life.

She will be missed, and the department extends its sincere gratitude for her years of faithful service and wishes her continued success and fulfillment in the years ahead.

Respectfully,

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

Dear Chief José Miller,

12/15/2025

Please accept this letter as formal notification of my retirement from the Goshen Police Department. My last day of work will be Thursday, January 8th, 2026.

Throughout my career, I have learned so much and have truly loved being a police officer. My journey began with earning a college degree in Criminal Justice, followed by my introduction to law enforcement as a jail officer and later as a 911 dispatcher.

I was then hired by the Middlebury Police Department, where I served for six years. During that time, I held the rank of Sergeant, served as a K-9 handler with a DEA drug license and acted as the department's IDACS coordinator. I worked closely with community members and helped develop the Safe House program.

I eventually joined the Goshen Police Department, where I have proudly served for the past 22 years. During my time here, I brought my K-9 partner from Middlebury to Goshen. After the loss of K-9 Rada, I was asked to—and accepted—the opportunity to handle another K-9, K9 Eros. I worked numerous cases while assigned to the Detective Bureau, assisted the Drug Unit on multiple occasions, served as a Field Training Officer, conducted background investigations, and, of course, spent many rewarding years as a School Resource Officer.

I have been blessed to work alongside so many outstanding officers—some still with us and others gone too soon. My greatest passions have been working with my K-9 partners for over 16 years and serving students, parents, and school staff as an SRO. I have made lifelong friends and meaningful connections, and while it will be difficult to walk away, I am excited to begin a new chapter with the Prosecutor's Office.

Thank you for the opportunity to serve the Goshen community throughout my career.

Respectfully,
Officer / SRO Tara Powell #140



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: January 22, 2026

From: Chief Jose' Miller

Reference: Hiring of Jake Zachary Turner #244 for Probationary Patrol Officer

I am requesting that the Board of Public Works and Safety move to approve the terms and conditions and ratify the execution of the Conditional Offer of Employment Agreement with Jake Zachary Turner dated June 17, 2025, and approve the hiring of Jake Turner as a Probationary Patrol Officer retroactive to Monday January 12, 2026. Jake has passed all exams and has been approved by both the local and State pension boards. We are thrilled to have Jake at the Goshen Police Department serving our community.

Respectfully,

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

**GOSHEN POLICE DEPARTMENT
CONDITIONAL OFFER OF EMPLOYMENT AGREEMENT**

THIS AGREEMENT is made and entered into effective as of the latter date of the signatures hereon, by and between **Jake Zachary Turner** ("Turner") and **City of Goshen, Indiana** ("City").

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

CONDITIONAL OFFER OF AND PREREQUISITES TO BEGINNING EMPLOYMENT

City conditionally offers Turner employment as a probationary patrol officer with the Goshen Police Department. Turner accepts City's conditional offer of employment. City and Turner understand and agree that the offer of employment is contingent upon the following:

- (1) City may not currently have a personnel vacancy in the Goshen Police Department rank and file. Turner understands that a personnel vacancy in the rank and file of the Goshen Police Department may not currently exist. Although the Goshen Police Department is initiating the baseline statewide physical examination and baseline statewide mental examination, Turner understands that actual employment with the City of Goshen and Goshen Police Department will not occur until such time that a personnel vacancy is available and/or positions are being added to increase the number of police officers.
- (2) In accordance with Indiana Code § 36-8-3-21(b), Turner understands that Turner must meet the conditions for membership in the Indiana Public Retirement System's (INPRS) 1977 Police Officers' and Firefighters' Pension and Disability Fund (1977 Fund) to be a firefighter with the Goshen Police Department. Turner agrees to complete the INPRS Application for Membership in the 1977 Fund (State Form 4928). All terms, conditions, and understandings set forth in the Application for Membership in the 1977 Fund are incorporated into this agreement by reference. Turner understands that the application requires Turner to authorize the release of medical information, the completion of a comprehensive general medical history and the completion of the baseline statewide physical examination and baseline statewide mental examination.
- (3) City agrees to pay the cost for Turner to complete the baseline statewide physical examination and baseline statewide mental examination as required by Indiana Code §§ 36-8-8-7(a) and 36-8-8-19. In the event that Turner has certain preexisting condition(s) that would constitute an excludable medical condition (Class 3 medical condition), any reports or additional testing that may be required concerning the preexisting condition(s) shall be at Turner's expense. If additional reports and/or testing are required, Turner may elect to terminate this agreement by providing City notice in writing.
- (4) Turner understands that Turner must successfully pass the baseline statewide physical examination and the baseline statewide mental examination. In the event that Turner does not pass the physical and mental examinations, City withdraws this offer of employment, and Turner shall accept City's withdrawal and this agreement shall be terminated.
- (5) Turner understands that the INPRS Board of Trustees must approve Turner's Application for Membership to the 1977 Fund. If the INPRS Board of Trustees approves the Application for

Membership to the 1977 Fund, the Goshen Police Department will request the Goshen Board of Public Works and Safety to ratify the execution of this agreement and approve the hiring of Turner in a public meeting when a position opening becomes available in the Goshen Police Department. In the event that the INPRS Board of Trustees does not approve the Application for Membership in the 1977 Fund, and Turner does not appeal the decision, City withdraws this offer of employment, and Turner shall accept City's withdrawal and this agreement shall be terminated.

- (6) If Turner decides to decline employment with the City of Goshen and Goshen Police Department prior to the approved hiring in paragraph (5), Turner shall provide City notice in writing, and City shall withdraw this offer of employment and this agreement shall be terminated.

AGREE TO ENROLL AND COMPLETE ALL TRAINING REQUIREMENTS

- (1) As a condition of employment with City and Goshen Police Department, Turner is required to successfully complete the pre-basic course required by Indiana Code § 5-2-1-9(e) in order to exercise police powers. Turner agrees to attend the pre-basic course when instructed to do so, and successfully complete the pre-basic course within sixty (60) days of Turner's first day of employment with Goshen Police Department.
- (2) As a further condition of employment, City and Goshen Police Department shall require and Turner agrees to attend and successfully complete the basic training requirements established by the Indiana Law Enforcement Training Board at a certified law enforcement academy. Turner agrees to maintain a physical condition in order to pass the physical entrance standards to the law enforcement academy as established by the Indiana Law Enforcement Training Board.
- (3) Turner will be paid for the time Turner spends in the pre-basic course under paragraph (1) and the basic training under paragraph (2). City will pay the cost of the pre-basic course and the basic training one (1) time.
- (4) If Turner fails to successfully complete the pre-basic course, is unable to pass the physical entrance standards to the law enforcement academy, or fails to successfully complete the basic training requirements at any time within one (1) year of Turner's first day of employment with Goshen Police Department, Turner's employment with City and Goshen Police Department shall terminate.

AMENDMENT

This agreement may be amended only by the mutual written consent of the parties and approval by the Goshen Board of Public Works and Safety.

SEVERABILITY

The provisions of this agreement are severable, and if any provision shall be held invalid or unenforceable, in whole or in part, then such invalidity or unenforceability shall affect only such provision and shall not affect any other provision of this agreement.

INDIANA LAW

This agreement shall be governed by and construed in accordance with the laws of the State of Indiana. Proper venue to enforce the terms and conditions of this agreement shall be in Elkhart County, Indiana.

BINDING EFFECT

This agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors and assigns.

ENTIRE AGREEMENT

This agreement constitutes the entire agreement between the parties, and supersedes all prior negotiations, agreements and understandings between the parties concerning the subject matter hereof.

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

City of Goshen, Indiana
Goshen Police Department

Jose Miller, Police Chief

Date:

6/17/2025

Jake Zachary Turner

Date: 6-17-2025

The terms and conditions of this agreement are approved, and the execution by the above individual on behalf of the City of Goshen, Indiana, Goshen Police Department, is ratified by the Goshen Board of Public Works and Safety on the date set forth below.

Gina M. Leichty, Mayor

Date:



**Theresa Cummings, Community Development Specialist
PLANNING & ZONING DEPT., CITY OF GOSHEN**
204 East Jefferson Street, Suite 4 • Goshen, IN 46528-3405
Phone (574) 533-9370 • Fax (574) 533-8626 • TDD (574) 534-3185
theresacummings@goshencity.com • www.goshenindiana.org

MEMORANDUM

TO: Board of Public Works and Safety

FROM: Theresa Cummings, Community Development Specialist

DATE: January 8, 2026

RE: Community Development Block Grant (CDBG) Subordination Request

A subordination request has been submitted for a CDBG owner-occupied rehab project from Activity #267, Program Year 2018. The subordination is being requested to refinance an existing mortgage, including consolidating debt and cash out for home improvements.

The CDBG mortgage is a deferred payment loan in the amount of \$15,289.73 and is payable upon conveyance, death of owner, or foreclosure. The CDBG mortgage is currently in second position and will remain in second position after subordination.

The existing mortgage has a balance of \$40,437 with an interest rate of 4.625% and a term of 30 years which began in 2019. The proposed new mortgage will be in the amount of \$85,000 with an interest rate of 6.75% and a term of 30 years. Monthly payments increase from \$516 a month to \$722. Closing costs of \$3,780 and discount points of \$1,934 are being charged, totaling \$5,714.

An official appraisal was not done for the refinance. The mortgage company did supply a PIW (property inspection waiver) and valued the home at \$150,000. Based on Elkhart County records, the improvement value of the home is approximately \$89,100. The discrepancy between the two values is \$60,900.

For the following reasons, it is my recommendation that the subordination request be denied:

1. The interest rate is increasing from 4.625% to 6.75%
2. The monthly payment is increasing from \$516 to \$722 a month
3. The mortgage term is increasing from the remaining 24 years to 30 years
4. The assessed value, based on Elkhart County records of \$89,100, does not provide adequate equity to cover the cost of the new mortgage at \$85,000 plus the CDBG mortgage of \$15,289.73, a total of \$100,289.73.

The homeowner intends to use approximately \$11,600 towards debt consolidation and \$27,200 towards home improvements such as replacing the furnace, siding, remodeling the kitchen and updating paint. If the Board decides to approve the subordination request, the requestor will be required to prepare and record the subordination document and provide a recorded copy to the Community Development Specialist.



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MEMORANDUM

TO: Board of Public Works and Safety

FROM: Theresa Cummings, Community Development Specialist

DATE: January 22, 2026

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

Megan Peel, elected City Council Member, is employed by Lacasa as their Development and Communications Manager. And Brett Weddell, elected City Council Member, is a member of Lacasa's Board of Directors. Lacasa is a subrecipient and CBDO of Community Development Block Grant (CDBG) funds for Program Year 2025 which runs from July 1, 2025 to June 30, 2026. In addition, Lacasa intends on applying for funding in Program Year 2026.

Councilor Peel and Councilor Weddell have agreed that in their roles as Council Members, they will recuse themselves in all matters relative to CDBG and Lacasa to avoid a perceived conflict of interest.

A public disclosure and application to HUD for a waiver are required under the regulations which govern the CDBG program. This disclosure will be done annually, as long as they are serving in both capacities as council members and as an employee or board member of Lacasa. These annual disclosures cover fiscal year 2026. The disclosures are attached, to be acknowledged by the Board of Public Works and Safety.

Suggested motion: To acknowledge the annual Conflict of Interest Disclosure.



UNIFORM CONFLICT OF INTEREST DISCLOSURE STATEMENT

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

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

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

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

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

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

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

1. Full name and address of public servant submitting this form: Megan Peel
2. a. Job title: City Council Representative
b. Governmental entity: City of Goshen
c. County: Elkhart

FOR CONTRACTS, PLEASE COMPLETE SECTION 3.

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

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

e. Specific ownership interest (and/or job title) of the public servant (or the public servant's dependent) in contractor: Development and Communications Manager of Lacasa of Goshen, Inc.

f. Start date and end date of contract: 9/25/2025 - 12/31/2026

g. Total dollar amount of contract: \$231,922.00

h. Specific financial interest (and/or dollar amount) derived by the public servant (or the public servant's dependent) as a result of the contract: Ms. Peel has no financial interest to derive as a result of this contract. She is making annual disclosure of relationship.

i. Date of the public meeting and the name of the governmental entity that accepted the contract (Note: this date MUST be prior to any final action on the contract or purchase):
September 25, 2025 - Board of Public Works

4. Identify and describe each purchase of goods or services (which does not involve a contract) in which the public servant has a pecuniary interest:

a. Describe the good or service purchased:

b. State the total dollar amount of each purchase:

c. Full legal name of vendor:

d. Name of governmental entity making the purchase of goods or services:

e. Specific ownership interest (and/or job title) of the public servant (or the public servant's dependent) in vendor:

f. Full name and address of "dependent" (if applicable):

g. Purchase date:

h. Specific financial interest (and/or dollar amount) derived by the public servant (or the public servant's dependent) as a result of the purchase:

i. Date of the public meeting and the name of the governmental entity that accepted the purchase of goods or services (Note: this date MUST be prior to any final action on the contract or purchase):

IF PUBLIC SERVANT IS APPOINTED, COMPLETE SECTION 5

ALL OTHER PUBLIC SERVANTS, COMPLETE SECTION 6

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

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

Date of Appointment: 1/1/2024

Date of Approval of Conflict of Interest: 1/22/2026

Richard Aguirre, Clerk Treasurer

Signature

Printed Name, Job Title

Gina Leichty, Mayor

Signature

Printed Name, Job Title

6. Approval by governmental entity at public meeting

a. Date this Conflict of Interest was submitted to the governmental entity: 1/2/2026

b. Date of the public meeting this Conflict of Interest Form was accepted by the public entity (Note: this date MUST be prior to any final action on the contract or purchase): 1/22/2026

7. Affirmation of Public Servant:

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

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

Signed: _____

Printed Name: Megan Peel

Date: _____

Email Address: meganpeel@goshencity.com

8. Filing Requirement

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

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



UNIFORM CONFLICT OF INTEREST DISCLOSURE STATEMENT

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

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

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

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

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

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

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

1. Full name and address of public servant submitting this form: Brett Weddell
2. a. Job title: City Council Representative
b. Governmental entity: City of Goshen
c. County: Elkhart

FOR CONTRACTS, PLEASE COMPLETE SECTION 3.

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

3. Identify and describe the contract involved (complete a separate Disclosure Form for each contract):
 - a. Full legal name and address of contractor: Lacasa of Goshen, Inc., 202 N Cottage Ave, Goshen, IN 46528
 - b. Full name and address of "dependent" (if applicable): n/a
 - c. Identify the governmental entity that is a party to the contract: Lacasa is a Community Development Block Grant subrecipient through the City of Goshen's CDBG Program
 - d. Relationship of public servant to contractor: Board of Directors member

e. Specific ownership interest (and/or job title) of the public servant (or the public servant's dependent) in contractor: Board of Directors member for Lacasa of Goshen, Inc-the role is volunteer/unpaid

f. Start date and end date of contract: 9/25/2025 - 12/31/2026

g. Total dollar amount of contract: \$231,922.00

h. Specific financial interest (and/or dollar amount) derived by the public servant (or the public servant's dependent) as a result of the contract: Mr. Weddell has no financial interest to derive as a result of this contract. He is making annual disclosure of relationship.

i. Date of the public meeting and the name of the governmental entity that accepted the contract (Note: this date MUST be prior to any final action on the contract or purchase): September 25, 2025 - Board of Public Works

4. Identify and describe each purchase of goods or services (which does not involve a contract) in which the public servant has a pecuniary interest:

a. Describe the good or service purchased:

b. State the total dollar amount of each purchase: _____

c. Full legal name of vendor: _____

d. Name of governmental entity making the purchase of goods or services: _____

e. Specific ownership interest (and/or job title) of the public servant (or the public servant's dependent) in vendor: _____

f. Full name and address of "dependent" (if applicable): _____

g. Purchase date: _____

h. Specific financial interest (and/or dollar amount) derived by the public servant (or the public servant's dependent) as a result of the purchase: _____

i. Date of the public meeting and the name of the governmental entity that accepted the purchase of goods or services (Note: this date MUST be prior to any final action on the contract or purchase): _____

IF PUBLIC SERVANT IS APPOINTED, COMPLETE SECTION 5

ALL OTHER PUBLIC SERVANTS, COMPLETE SECTION 6

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

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

Date of Appointment: 1/1/2024

Date of Approval of Conflict of Interest: 1/22/2026

Richard Aguirre, Clerk Treasurer

Signature

Printed Name, Job Title

Gina Leichty, Mayor

Signature

Printed Name, Job Title

6. Approval by governmental entity at public meeting

a. Date this Conflict of Interest was submitted to the governmental entity: 1/2/2026

b. Date of the public meeting this Conflict of Interest Form was accepted by the public entity (Note: this date MUST be prior to any final action on the contract or purchase): 1/22/2026

7. Affirmation of Public Servant:

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

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

Signed: _____

Printed Name: Brett Weddell

Date: _____

Email Address: brettweddell@goshencity.com

8. Filing Requirement

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

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



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: January 22, 2026

RE: Replat of Lot A in Hawks Building Minor Subdivision - Acceptance of Subdivision Plat

The Replat of Lot A in Hawks Building Minor Subdivision is a two-lot minor subdivision, to separate the building from the undeveloped land, with the undeveloped land to be transferred to the City of Goshen for public green space and possible underground stormwater management area. The subject property is Lot A of Hawks Building Minor Subdivision, generally located at 303 River Race Drive, zoned Commercial B-2PUD (Planned Unit Development).

The subdivision meets the Zoning Ordinance and Subdivision Ordinance requirements, and Hawks Building PUD requirements are met.

Existing subdivision drainage is not impacted by the replat, so no subdivision drainage plan is required.

Infrastructure is existing, so no performance bond/surety is required.

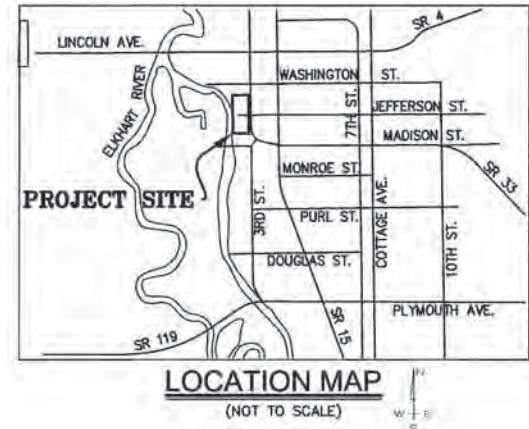
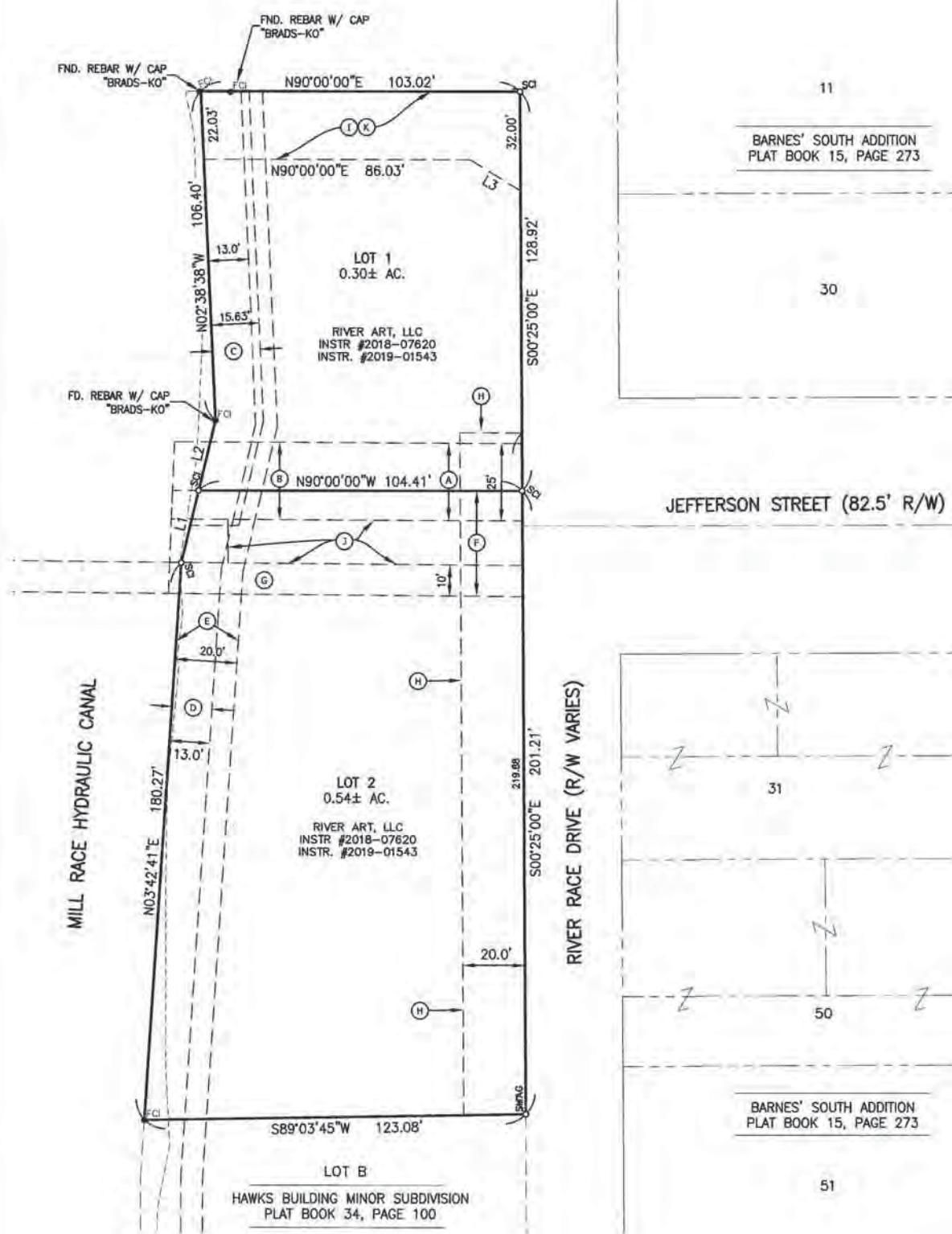
The plat does not include new dedication of right of way but includes a number of existing easements.

Please accept the subdivision plat for the Replat of Lot A in Hawks Building Minor Subdivision and sign the plat.

Requested Motion: Move to accept the subdivision plat for the Replat of Lot A in Hawks Building Minor Subdivision.

REPLAT OF LOT A IN HAWKS
BUILDING MINOR SUBDIVISION

LOT A IN HAWKS BUILDING MINOR SUBDIVISION AND BEING
A PART OF THE SOUTHEAST QUARTER OF SECTION 9,
TOWNSHIP 36 NORTH, RANGE 6 EAST, CITY OF GOSHEN,
ELKHART TOWNSHIP, ELKHART COUNTY, INDIANA



LEGAL DESCRIPTION

LOT A IN HAWKS BUILDING MINOR SUBDIVISION; SAID SUBDIVISION BEING RECORDED IN THE OFFICE OF THE RECORDER OF ELKHART COUNTY IN PLAT BOOK 34, PAGE 100.

FLOOD NOTE

ACCORDING TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FEDERAL INSURANCE RATE MAP (FIRM) PANEL NO. 18039C0254D WITH AN EFFECTIVE DATE OF AUGUST 2, 2011, THE SUBJECT PROPERTY BY SCALING SAID MAP IS LOCATED WITHIN AN AREA DESIGNATED AS "ZONE X, NO SPECIAL FLOOD HAZARD AREA".

USE RESTRICTION

LOT 1 WILL BE LIMITED TO USE AS A PARK/GREEN SPACE.

Surveying
Engineering
Architecture

ABONMARCHE

303 Race Drive, Unit 206
Goshen, IN 46526
T 574.533.9913
F 574.533.9911
abonmarche.com

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REPLAT OF LOT A IN HAWKS BUILDING MINOR SUBDIVISION

LOT A IN HAWKS BUILDING MINOR SUBDIVISION AND BEING A PART OF THE SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 36 NORTH, RANGE 6 EAST, CITY OF GOSHEN, ELKHART TOWNSHIP, ELKHART COUNTY, INDIANA

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

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

ELKHART COUNTY RECORDER
KAALA BAKER

EASEMENT STATEMENT

THE REPLAT OF LOT A IN HAWKS BUILDING MINOR SUBDIVISION DOES NOT CREATE ANY NEW EASEMENTS BUT IS SUBJECT TO PRIOR ESTABLISHED EASEMENTS, INCLUDING THOSE GRANTED TO THE CITY OF GOSHEN, 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 AS DESIGNATED ON THE PLAT 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 ANY 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 THE DESIGNATED EASEMENT PURPOSES.

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

BARB SWARTLEY, MEMBER

ORV MYERS, MEMBER

MARY NICHOLS, MEMBER

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.

Andrew Kolomiets
RIVER ART, LLC
ANDREW KOLOMIETS, AGENT

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 REPLAT OF LOT A IN HAWKS BUILDING MINOR SUBDIVISION 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.

Andrew Kolomiets
RIVER ART, LLC
ANDREW KOLOMIETS, AGENT

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 ANDREW KOLOMIETS, AGENT ON BEHALF OF RIVER ART, LLC AND ACKNOWLEDGED THE EXECUTION OF THIS PLAT.

WITNESS MY HAND AND SEAL THIS 4th DAY OF DECEMBER, 2025.

Tanya R. Miller
NOTARY SIGNATURE

MARCH 29, 2030
MY COMMISSION EXPIRES

RESIDENT OF ELKHART COUNTY, INDIANA

TANYA R. MILLER
NOTARY PRINTED NAME

NP0740172
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. IN REFERENCE TO THE PLAT OF HAWKS BUILDING MINOR SUBDIVISION AS RECORDED IN THE OFFICE OF THE RECORDER OF ELKHART COUNTY, INDIANA IN PLAT BOOK 34, PAGE 100.

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 4th DAY OF DECEMBER, 2025.

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



ABONMARCHE

303 Race Drive, Unit 206
Goshen, IN 46526
T 574.533.9913
F 574.533.9911
abonmarche.com

Surveying
Engineering
Architecture



Marv Shepherd, Superintendent
Water Treatment & Sewer Collection Department
308 North Fifth Street • Goshen, IN 46528-2802
Phone (574) 534-5306 • TDD (574) 534-3185
marvshepherd@goshencity.com • www.goshenindiana.org

January 22, 2026

To the Board of Public Works, Public Safety, and Stormwater Board:
As per Ordinance No. 4531, the Board of Public Works and Safety and Stormwater Board is to annually review the Residential Water and Sewer Line Maintenance Repair Fund balances and decide how the \$1.10 repair fee is to be divided and assessed on the monthly water and sewer bills.

The total expenditure for sewer in 2025 was \$64,666.08.

Sewer Repair Fund			
Year	Claims	Balance Year End	Assessment per Sewer Bill
2007	\$15,400.40	\$87,227.12	\$0.70
2008	\$11,333.79	\$153,559.95	\$0.70
2009	\$25,368.83	\$151,593.93	\$0.20
2010	\$17,418.84	\$136,394.38	\$0.00
2011	\$74,386.98	\$78,316.97	\$0.00
2012	\$19,907.18	\$89,962.79	\$0.50
2013	\$6,274.14	\$111,871.46	\$0.30
2014	\$46,081.22	\$90,185.23	\$0.10
2015	\$41,852.98	\$70,802.22	\$0.45
2016	\$16,608.44	\$94,239.47	\$0.45
2017	\$74,303.86	\$57,285.97	\$0.35
2018	\$46,206.69	\$63,737.88	\$0.55
2019	\$105,322.53	\$19,109.39	\$0.30
2020	\$37,891.34	\$41,533.86	\$0.60
2021	\$18,421.43	\$44,937.32	\$0.20
2022	\$78,412.05	\$19,262.29	\$0.70
2023	\$77,439.23	\$23,136.86	\$0.70
2024	\$102,524.83	-\$8,090.21	\$0.70
2025	\$64,666.08	\$17,106.18	\$0.70

Sewer Repair Fee

Beginning Bal: **-\$8,090.21**

Ending Bal (12/31/25) **\$17,106.18**

Collected \$81,313.79 (includes \$350.00 deductible x 10) *total 1.10 has been collected on utility bills since 8/2023.

2025 – Claims Pd: \$64,666.08/12 Average of \$5,388.84 p/month
2024 – Claims Pd: \$102,524.83/12 Average of \$8,543.74 p/month
2023 – Claims Pd: \$77,439.23/12 Average of \$6,453.26 p/month
2022 – Claims Pd: \$78,154.10/12 Average of \$6,512.84 p/month
2021 – Claims Pd: \$18,421.43/12 Average of \$1,535.11 p/month
2020 – Claims Pd: \$37,891.44/12 Average of \$3,157.62 p/month



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The total water expenditure in 2025 was \$32,283.98.

Water Repair Fund			
Year	Claims	Balance Year End	Assessment per Water Bill
2009	\$10,002.11	\$9,823.30	\$0.50
2010	\$21,060.54	\$43,785.20	\$0.70
2011	\$32,050.71	\$64,731.03	\$0.70
2012	\$21,814.07	\$69,883.58	\$0.20
2013	\$15,041.79	\$89,836.71	\$0.40
2014	\$37,187.38	\$117,183.56	\$0.60
2015	\$33,903.39	\$93,912.84	\$0.25
2016	\$20,969.69	\$94,603.17	\$0.25
2017	\$40,107.06	\$85,849.13	\$0.35
2018	\$47,435.98	\$52,972.17	\$0.15
2019	\$59,240.78	\$29,935.90	\$0.40
2020	\$34,052.56	\$9,130.20	\$0.10
2021	\$27,546.38	\$20,043.75	\$0.50
2022	\$38,198.25	\$38,644.52	\$0.40
2023	\$68,113.57	\$3,431.60	\$0.40
2024	\$66,475.32	-\$22,311.83	\$0.40
2025	\$32,283.98	\$16,758.41	\$0.40

Water Repair Fee:

Beginning Bal: **-\$22,311.83**

Ending Bal (12/31/23): **\$**

Collected: \$26,037.45 *has not been funded since August 2023- all funding moved to Sewer

2025 – Claims Pd \$32,283.98/12 Average of \$2,690.33 p/month
2024 – Claims Pd \$66,475.32/12 Average of \$5,539.61 p/month
2023 – Claims Pd: \$68,113.57/12 Average of \$5,676.13 p/month
2022 – Claims Pd: \$37,383.98/12 Average of \$3,115.33 p/month
2021 – Claims Pd: \$27,546.38/12 Average of \$2,295.53 p/month
2020 – Claims Pd: \$34,052.56/12 Average of \$2,837.71 p/month



Marv Shepherd, Superintendent
Water Treatment & Sewer Collection Department
308 North Fifth Street • Goshen, IN 46528-2802
Phone (574) 534-5306 • TDD (574) 534-3185
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Based on the attached expenditure and year-end balance information, the Water Department Superintendent recommends allocating 0.70 cents to the Water Fund and 0.40 cents to the Sewer Fund in 2026.

Regards,

Marv Shepherd

Marvin Shepherd
Superintendent
Goshen Water and Sewer Collections

Motion to approve the recommendation of the Goshen Utility Department to allocate 0.40 cents to the Water Maintenance Fund and 0.70 cents to the Sewer Maintenance Fund for the 2024 billing year.



**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: AGREEMENT WITH LACROIX TRAFFIC ENGINEERING, PLLC FOR
TRAFFIC ENGINEERING SERVICES
JN: MADISON ST. AT 5TH ST.**

DATE: January 22, 2026

The Engineering Department seeks to enter into an Agreement with LaCroix Traffic Engineering, PLLC to perform professional traffic engineering services in connection with the Madison Street at 5th Street Signal Warrant & Operational Analysis project, which services are more particularly described in Contractor's proposal attached as Exhibit A. The total cost shall be Forty-Seven Hundred Dollars (\$4,700.00).

**Suggested Motion: Move to approve and authorize Mayor Leichty to execute the
Agreement with LaCroix Traffic Engineering, PLLC at a cost of Forty-Seven Hundred
Dollars (\$4,700.00)**

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

Gina Leichty, Mayor

Barb Swartley, Member

Mary Nichols, Member

Orv Myers, Member

Michael Landis, Member

AGREEMENT WITH LACROIX TRAFFIC ENGINEERING, PLLC FOR INTERSECTION ANALYSIS OF MADISION ST. AT 5TH ST.

THIS AGREEMENT is entered into on _____, 2026, which is the date of the last signature set forth on the signature page, by and between **LaCroix Traffic Engineering, PLLC** ("Contractor"), whose mailing address is 3455 Williamson Ave NE, Grand Rapids, MI 49525, and **City of Goshen, Indiana** ("City"), a municipal corporation and political subdivision of the State of Indiana acting through the Goshen Board of Public Works and Safety.

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

Section 1. Component Parts of this Agreement

- (A) This Agreement shall include these terms and conditions, as well as the terms and conditions set forth Contractor's Proposal dated January 5, 2026, and attached to this Agreement as Exhibit A.
- (B) Any inconsistency or ambiguity in this Contract shall be resolved by giving precedence in the following order:
 - (1) This Agreement, and Amendments; and
 - (2) Contractor's Proposal.

Section 2. Scope of Services

Contractor shall provide City the services for intersection analysis for Madison Street at 5th Street, which services are more particularly described in Contractor's January 5, 2026, proposal attached as Exhibit A (hereinafter referred to as "Duties").

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

Section 3. Effective Date; Term

- (A) The agreement shall become effective on the day of execution and approval by both parties.
- (B) Contractor acknowledges that time is of the essence and that the timely performance of its Duties is an important element of this agreement. Contractor shall perform all Duties as expeditiously as is consistent with professional skill and care in the orderly progress of the Duties.
- (C) Contractor shall commence the Duties as soon as practical after receiving a notice to proceed from City.
- (D) Contractor shall complete all Duties within three to four weeks of the date of the notice to proceed.

Section 4. Compensation

- (A) City agrees to compensate Contractor the sum of Four Thousand Seven Hundred Dollars (\$4,700) for performing all Duties associated with Task #1. If Duties for Optional Task #2 are completed, it will add another Three Thousand One Hundred Dollars (\$3,100) to the aforementioned total.
- (B) City agrees to compensate Contractor as follows for performing all Duties:

Task #1: Signal Warrant & Operational Analysis	Lump Sum of \$4,700
Task #2 (OPTIONAL): Signal Timing Optimization	Lump Sum of \$3,100

Section 5. Payment

- (A) City shall pay Contractor for Duties satisfactorily completed under this agreement.
- (B) Contractor shall submit to City a detailed invoice upon completion of the Duties to the following address, or at such other address as City may designate in writing:

City of Goshen
c/o Goshen Engineering Department
204 East Jefferson Street, Suite 1
Goshen, IN 46528
Email is also acceptable at bradminnick@goshencity.com
- (C) Provided there is no dispute on amounts due, payment will be made to Contractor within forty-five (45) days following City's receipt of a detailed invoice for all Duties satisfactorily completed. If any dispute arises, the undisputed amount will be paid. Payment is deemed to be made on the date of mailing the check.
- (D) Contractor is required to have a current W-9 form on file with the Goshen Clerk-Treasurer's Office before City will issue payment.

Section 6. Ownership of Documents

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

Section 7. Licensing/Certification Standards

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

Section 8. Independent Contractor

- (A) Contractor shall operate as a separate entity and independent contractor of the City of Goshen. Any employees, agents or subcontractors of Contractor shall be under the sole and exclusive direction

and control of Contractor and shall not be considered employees, agents or subcontractors of City. City shall not be responsible for injury, including death, to any persons or damages to any property arising out of the acts or omissions of Contractor and/or Contractor's employees, agents or subcontractors.

- (B) Contractor understands that City will not carry worker's compensation or any other insurance on Contractor and/or Contractor's employees or subcontractors.
- (C) Contractor is solely responsible for compliance with all federal, state and local laws regarding reporting of compensation earned and payment of taxes. City will not withhold federal, state or local income taxes or any other payroll taxes.

Section 9. Non-Discrimination

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

Section 10. Employment Eligibility Verification

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

Section 11. Contracting with Relatives

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

Section 12. No Investment Activities in Iran

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

Section 13. Indemnification

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

Section 14. Insurance

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

Section 15. Force Majeure

- (A) Except for payment of sums due, neither party shall be liable to the other or deemed in default under this contract if and to the extent that such party's performance under this contract is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the party and could not have been avoided by exercising reasonable diligence. Examples of force majeure are natural disasters or decrees of governmental bodies not the fault of the affected party.
- (B) If either party is delayed by force majeure, the party affected shall provide written notice to the other party immediately. The notice shall provide evidence of the force majeure event to the satisfaction of the other party. The party shall do everything possible to resume performance. If the period of non-performance exceeds thirty (30) calendar days, the party whose ability to perform

has not been affected may, by giving written notice, terminate the contract and the other party shall have no recourse.

Section 16. Default

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

Section 17. Termination

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

Section 18. Notice

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

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

Contractor: LaCroix Traffic Engineering, PPLC
 Attention: Nick LaCroix, PE PTOE
 3455 Williamson Ave NE
 Grand Rapids, MI 49525

Section 19. Subcontracting or Assignment

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

Section 20. Amendments

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

Section 21. Waiver of Rights

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

Section 22. Applicable Laws

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

Section 23. Miscellaneous

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

Section 24. Severability

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

Section 25. Binding Effect

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

Section 26. Entire Agreement

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

Section 27. Authority to Execute

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.

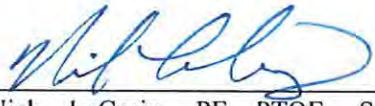
IN WITNESS WHEREOF, the parties have executed this agreement on the dates as set forth below.

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

Gina M. Leichty, Mayor

Date Signed: _____

LaCroix Traffic Engineering, PLLC


Nick LaCroix, PE PTOE, Senior Traffic
Engineer/Owner

Date Signed: 1/15/2026



EXHIBIT A

LaCroix Traffic Engineering, PLLC
3455 Williamson Ave NE
Grand Rapids, MI 49525
616.206.1902
nick@lacroixtraffic.com

January 5, 2026

Brad Minnick, PE
City of Goshen
204 East Jefferson Street, Suite 1
Goshen, IN 46528

RE: Letter Agreement for Traffic Engineering Services
Madison Street at 5th Street Intersection Analysis, Goshen, Indiana

Dear Mr. Minnick,

LaCroix Traffic Engineering, PLLC ("LTE") desires to provide professional traffic engineering services to the City of Goshen ("Client") in connection with the Madison Street at 5th Street Intersection Analysis project located in Goshen, Indiana.

A detailed scope of work and project schedule are described in the Scope of Work ~~attached as Exhibit "A" of this letter~~. LTE proposes professional compensation for the project as follows:

• Contract Type:	Lump Sum
• Total Compensation:	Task 1 - \$4,700 <u>Task 2 (Optional) - \$3,100</u> Total - \$7,800

~~All services will be performed in accordance with the Agreement Terms and Conditions attached as Exhibit "B" of this letter.~~

If the terms of this agreement are acceptable to you, please sign below and return a copy of the signed proposal to me.

We are looking forward to working with you on this project. If you have any question or concerns, please contact me at (616) 206-1902 or nick@lacroixtraffic.com.

Sincerely,

Nick LaCroix, PE PTOE
Senior Traffic Engineer/Owner

~~This agreement is accepted by the City of Goshen this _____ day of _____, 2026.~~

~~Accepted By: _____~~

~~Printed Name: _____~~

~~Title: _____~~



PROJECT UNDERSTANDING

The City of Goshen is requesting an intersection traffic analysis be performed at the Madison Street/5th Street intersection. The intersection is currently signalized and the City is considering removal of the existing traffic signal to improve operations along the Madison Street corridor. The work includes traffic data collection, existing conditions analysis, signal warrant analysis, and future conditions analysis to determine how the intersection is currently operating and how the intersection would operate without a traffic signal.

WORK PLAN

Based upon the above understanding, LTE will provide the following scope of services.

Task 1 – Signal Warrant & Operational Analysis

This task includes data collection at the Madison Street/5th Street intersection along with existing and future conditions analyses as outlined below.

- LTE will obtain a 24-hour intersection turning movement count at the Madison Street/5th Street intersection on a typical weekday. The date for the traffic counts will be coordinated with the City to ensure data is collected on an appropriate day considering school schedules and the RV manufacturing industry.
- LTE will complete an on-site review of the current study area roadway system to confirm pertinent information at/near the Madison Street/5th Street intersection including lane configurations, signal timings, speed limits and related information.
- Review existing queuing along eastbound and westbound Madison Street during the peak time periods.
- Review and summarize existing crash data at the intersection based on information provided by the Michiana Area Council of Governments.
- Utilizing the Indiana Manual of Uniform Traffic Control Devices (IMUTCD) and Indiana Department of Transportation (INDOT) guidelines, a signal warrant analysis will be performed at the Madison Street/5th Street intersection.
- Using the traffic data collected, LTE will develop a base traffic model for the Madison Street/5th Street intersection to determine the existing operational characteristics of the intersection.
- Complete a capacity analysis of existing conditions (with a traffic signal) at the Madison Street/5th Street intersection for the typical weekday morning and afternoon peak hours.
- Determine any current operational deficiencies at the study area intersections.
- Complete a capacity analysis of future conditions (without a traffic signal) at the Madison Street/5th Street intersection for the typical weekday morning and afternoon peak hours.
- Compare intersection operations with and without a traffic signal at the Madison Street/5th Street intersection.
- Prepare recommendations to improve operations at the Madison Street/5th Street intersection based on the results of the analyses performed.

**Exhibit A****Madison Street at 5th Street Intersection Analysis
Goshen, IN****Scope of Work
Page 2 of 2**

- Data collection efforts, analyses findings and resulting recommendations will be summarized in text and graphic form. Graphics will include the standard traffic study illustrations including existing traffic volumes and level-of-service for each intersection movement.
- A draft report will be submitted initially to the City of Goshen for review and comment. Upon receipt of comments, a final report will be issued.

Task 2 – Signal Timing Optimization (Optional)

This task includes a more detailed analysis of the existing operation along Madison Street between State Road 15 and 5th Street as outlined below. The intent of this task is to improve operations along Madison Street should the existing traffic signal be maintained.

- LTE will obtain a 24-hour intersection turning movement count at the State Road 15/Madison Street intersection on a typical weekday.
- The traffic model will be updated to include the State Road 15/Madison Street intersection.
- Complete a capacity analysis of existing conditions at the Madison Street intersections with State Road 15 and 5th Street for the typical weekday morning and afternoon peak hours.
- Determine any current operational deficiencies at the study area intersections.
- Optimize the signal timings at the Madison Street/5th Street intersection to best coordinate with the signal timing at the State Road 15/Madison Street intersection. It is unlikely INDOT will modify existing timings along State Road 15; however, the timings at the Madison Street/5th Street intersection may be able to be updated to improve progression, delay, and queuing.
- Incorporate the analyses and recommendations performed at the State Road 15/Madison Street intersection into the draft/final report.
- Coordinate any recommended signal timing adjustments with INDOT as needed.

SCHEDULE

Task 1 and/or Task 2 will be completed within three to four weeks of written authorization to proceed.

FEES

LTE proposes to perform the scope of work described in Task 1 and Task 2 above for a lump sum fee as shown below. Task 1 may be authorized without authorization of Task 2; however, Task 2 must be authorized with Task 1.

Task 1 – Signal Warrant & Operational Analysis	\$4,700
Task 2 – Signal Timing Optimization (Optional)	\$3,100
TOTAL	\$7,800

CONDITIONS & EXCLUSIONS

The budget outlined above assumes LTE will not be requested to attend any in-person meetings with the City during or at the completion of the study process. If in-person meetings are necessary, additional compensation will need to be authorized. An online meeting or conference call to discuss the results of the study can be accommodated within the project budget.



LaCroix Traffic Engineering, PLLC
3455 Williamson Ave NE
Grand Rapids, MI 49525
616.206.1902
nick@lacroixtraffic.com

January 5, 2026

Brad Minnick, PE
City of Goshen
204 East Jefferson Street, Suite 1
Goshen, IN 46528

RE: Letter Agreement for Traffic Engineering Services
Madison Street at 5th Street Intersection Analysis, Goshen, Indiana

Dear Mr. Minnick,

LaCroix Traffic Engineering, PLLC ("LTE") desires to provide professional traffic engineering services to the City of Goshen ("Client") in connection with the Madison Street at 5th Street Intersection Analysis project located in Goshen, Indiana.

A detailed scope of work and project schedule are described in the Scope of Work attached as Exhibit "A" of this letter. LTE proposes professional compensation for the project as follows:

• Contract Type:	Lump Sum
• Total Compensation:	Task 1 - \$4,700 <u>Task 2 (Optional) - \$3,100</u> Total - \$7,800

All services will be performed in accordance with the Agreement Terms and Conditions attached as Exhibit "B" of this letter.

If the terms of this agreement are acceptable to you, please sign below and return a copy of the signed proposal to me.

We are looking forward to working with you on this project. If you have any question or concerns, please contact me at (616) 206-1902 or nick@lacroixtraffic.com.

Sincerely,

Nick LaCroix, PE PTOE
Senior Traffic Engineer/Owner

This agreement is accepted by the City of Goshen this _____ day of _____, 2026.

Accepted By: _____

Printed Name: _____

Title: _____



PROJECT UNDERSTANDING

The City of Goshen is requesting an intersection traffic analysis be performed at the Madison Street/5th Street intersection. The intersection is currently signalized and the City is considering removal of the existing traffic signal to improve operations along the Madison Street corridor. The work includes traffic data collection, existing conditions analysis, signal warrant analysis, and future conditions analysis to determine how the intersection is currently operating and how the intersection would operate without a traffic signal.

WORK PLAN

Based upon the above understanding, LTE will provide the following scope of services.

Task 1 – Signal Warrant & Operational Analysis

This task includes data collection at the Madison Street/5th Street intersection along with existing and future conditions analyses as outlined below.

- LTE will obtain a 24-hour intersection turning movement count at the Madison Street/5th Street intersection on a typical weekday. The date for the traffic counts will be coordinated with the City to ensure data is collected on an appropriate day considering school schedules and the RV manufacturing industry.
- LTE will complete an on-site review of the current study area roadway system to confirm pertinent information at/near the Madison Street/5th Street intersection including lane configurations, signal timings, speed limits and related information.
- Review existing queuing along eastbound and westbound Madison Street during the peak time periods.
- Review and summarize existing crash data at the intersection based on information provided by the Michiana Area Council of Governments.
- Utilizing the Indiana Manual of Uniform Traffic Control Devices (IMUTC) and Indiana Department of Transportation (INDOT) guidelines, a signal warrant analysis will be performed at the Madison Street/5th Street intersection.
- Using the traffic data collected, LTE will develop a base traffic model for the Madison Street/5th Street intersection to determine the existing operational characteristics of the intersection.
- Complete a capacity analysis of existing conditions (with a traffic signal) at the Madison Street/5th Street intersection for the typical weekday morning and afternoon peak hours.
- Determine any current operational deficiencies at the study area intersections.
- Complete a capacity analysis of future conditions (without a traffic signal) at the Madison Street/5th Street intersection for the typical weekday morning and afternoon peak hours.
- Compare intersection operations with and without a traffic signal at the Madison Street/5th Street intersection.
- Prepare recommendations to improve operations at the Madison Street/5th Street intersection based on the results of the analyses performed.



- Data collection efforts, analyses findings and resulting recommendations will be summarized in text and graphic form. Graphics will include the standard traffic study illustrations including existing traffic volumes and level-of-service for each intersection movement.
- A draft report will be submitted initially to the City of Goshen for review and comment. Upon receipt of comments, a final report will be issued.

Task 2 – Signal Timing Optimization (Optional)

This task includes a more detailed analysis of the existing operation along Madison Street between State Road 15 and 5th Street as outlined below. The intent of this task is to improve operations along Madison Street should the existing traffic signal be maintained.

- LTE will obtain a 24-hour intersection turning movement count at the State Road 15/Madison Street intersection on a typical weekday.
- The traffic model will be updated to include the State Road 15/Madison Street intersection.
- Complete a capacity analysis of existing conditions at the Madison Street intersections with State Road 15 and 5th Street for the typical weekday morning and afternoon peak hours.
- Determine any current operational deficiencies at the study area intersections.
- Optimize the signal timings at the Madison Street/5th Street intersection to best coordinate with the signal timing at the State Road 15/Madison Street intersection. It is unlikely INDOT will modify existing timings along State Road 15; however, the timings at the Madison Street/5th Street intersection may be able to be updated to improve progression, delay, and queuing.
- Incorporate the analyses and recommendations performed at the State Road 15/Madison Street intersection into the draft/final report.
- Coordinate any recommended signal timing adjustments with INDOT as needed.

SCHEDULE

Task 1 and/or Task 2 will be completed within three to four weeks of written authorization to proceed.

FEES

LTE proposes to perform the scope of work described in Task 1 and Task 2 above for a lump sum fee as shown below. Task 1 may be authorized without authorization of Task 2; however, Task 2 must be authorized with Task 1.

Task 1 – Signal Warrant & Operational Analysis	\$4,700
Task 2 – Signal Timing Optimization (Optional)	\$3,100
TOTAL	\$7,800

CONDITIONS & EXCLUSIONS

The budget outlined above assumes LTE will not be requested to attend any in-person meetings with the City during or at the completion of the study process. If in-person meetings are necessary, additional compensation will need to be authorized. An online meeting or conference call to discuss the results of the study can be accommodated within the project budget.



Invoices & Payment

LTE shall submit invoices monthly or at project completion for services performed and expenses incurred under this Agreement. Payment is due upon Client's receipt of invoice and shall be considered past due if payment is not received within thirty (30) calendar days from date of invoice.

LTE retains the right to assess Client a finance charge of one and one-half percent (1.5%) per month, but not to exceed the maximum rate allowed by law, on invoices that are not paid within thirty (30) calendar days from date of invoice.

The Client's obligation to pay for services performed by LTE shall not be reduced due to the Client's inability to obtain financing, zoning, approval of regulatory agencies, or any other reason.

Acceptance

If Client gives LTE verbal, emailed, or written notification to proceed with services outlined in this Agreement, without providing a signed copy of this Agreement, it will be mutually understood that Client and LTE will be contractually bound by this Agreement, even in the absence of signed written authorization. Client's acceptance of services under this agreement will be deemed approval of the Agreement.

Additional Services

Additional services requested not specifically outlined in the Scope of Work shall require additional compensation. LTE will provide the Client with a fee amendment for approval prior to performing any additional services.

Schedule

LTE shall perform the services under this Agreement per the schedule outlined in the Scope of Work. The Client agrees LTE is not responsible for any loss or damages resulting from any delays for causes outside LTE's control, including, but not limited to inclement weather, governmental or reviewing agency delays, natural disasters, or acts of God.

Insurance

LTE agrees to procure and maintain, at its expense, Commercial General liability insurance, Professional Liability insurance, and Automobile Liability insurance for claims arising out of the performance of services under this Agreement caused by negligent acts, errors, or omissions for which LTE is legally liable.

Limitation of Liability

It is agreed that LTE's total liability to the Client, and all Contractors and Subcontractors on the project, due to LTE's negligent acts, errors, or omissions shall not exceed the total compensation received by LTE under this Agreement. LTE shall not be liable for Client's loss of profits, loss of business, delay damages, or any other special incidental or consequential loss or damage arising at any time or from any cause.

Ownership and Use of Documents

The Client agrees LTE owns all reports, documents, and work products, including all associated copyrights, produced as part of this Agreement. LTE grants to the Client a limited license to reproduce the project deliverables for use in the Client's project.

Standard of Care

The standard of care for all professional engineering and related services performed or furnished by LTE under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality.

LTE makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by LTE.

Exhibit B Agreement Terms and Conditions

Dispute Resolution

LTE and Client shall resolve all claims and disputes arising out of or related to this Agreement in the following manner:

1. LTE and Client agree to negotiate all disputes in good faith for a period of ten (10) days from the date of notice, prior to invoking mediation.
2. LTE and Client agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question arising out of or relating to this Agreement or the breach thereof ("Disputes") to private mediation. LTE and Client agree to participate in the mediation process in good faith.
3. If the dispute cannot be settled through negotiation or mediation, then such dispute shall be decided by arbitration in accordance with the construction industry arbitration rules of the American Arbitration Association then in effect. The award rendered, if any, by the arbitrator(s) shall be final and binding and judgement may be entered upon it in accordance with the applicable law in any court having jurisdiction.

Demand for arbitration must be served in writing on the opposing party no later than one (1) year from the date of substantial completion of LTE's participation in the project.

All mediation or arbitration shall take place in the State of Michigan. Each party shall share equally the fees and expenses of the mediator or arbitrator(s) and other costs incurred by the mediator or arbitrator(s).

Environmental Conditions of Site

To the fullest extent permitted by law, the Client shall indemnify and hold harmless LTE from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals and all court or arbitration or other dispute resolution costs) caused by, arising out of or relating to the presence, discharge, release, or escape of any Hazardous Substance at, on, under or from the project site.

Termination

The Client or LTE may terminate this Agreement, in whole or in part, by giving seven (7) days written notice if the other party substantially fails to fulfill its obligations under the Agreement through no fault of the terminating party. Upon termination, LTE shall be entitled to invoice Client and receive full payment for all services and reimbursable expenses incurred through the effective date of termination. Where the method of payment is "lump sum" or "fixed fee", the final invoice will be based on the number of hours billed to the project as of the date of termination, a standard hourly rate of \$150 per hour, and incurred reimbursable expenses. An equitable adjustment shall also be made to provide for termination settlement costs, if any, LTE incurs as a result of commitments finalized prior to termination.

Entire Agreement

The terms of this Agreement are final, and any and all prior written or oral agreements or understandings are superseded by this final signed written agreement. Any changes to the written agreement, the scope of services, or terms and conditions, must be made in writing and signed by both LTE and the Client.

Severability

If any provision of this Agreement is held invalid or unenforceable, the remaining provisions shall remain valid and binding upon the parties.

Controlling Law

This Agreement shall be governed by the laws of the State of Michigan.

Section 23. Miscellaneous

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

Section 24. Severability

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

Section 25. Binding Effect

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

Section 26. Entire Agreement

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

Section 27. Authority to Execute

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

Gina M. Leichty, Mayor

Date Signed: _____

LaCroix Traffic Engineering, PLLC


Nick LaCroix, PE PTOE, Senior Traffic
Engineer/Owner

Date Signed: 1/15/2026



**Engineering Department
CITY OF GOSHEN**

204 East Jefferson Street, Suite I • 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: Dustin K. Sailor, Director of Public Works & Utilities

**RE: STEURY AVENUE & LINCOLN AVENUE RECONSTRUCTION & DRAINAGE
IMPROVEMENTS – CHANGE ORDER NO. 5 (JN: 2019-0046)**

Date: January 22, 2026

The City has been working with Abonmarche Consulting on LaCasa's proposed site development to be located on the southside of East Lincoln Avenue. A due diligence elevation review was performed between the top of the City's existing detention pond's emergency overflow, East Lincoln Avenue's lowest curb line elevation, and the proposed parking lot grades for the development. Through this review, it was confirmed that the emergency concrete detention pond overflow weir is 4-inches higher than it should be to prevent roadway flooding and minimize potential impacts on LaCasa's site development.

Goshen Engineering requested that Niblock Excavation provide a change order price to lower the 24-inch wide concrete emergency overflow weir by 4-inches in conjunction with the East Lincoln Avenue project. Niblock provided a quote of \$19,198.00 for the work. Goshen Engineering has reviewed the identified line items and pricing and determined they are appropriate. The largest portion of the quoted cost to complete the work is tied up in site restoration of the bank and landscape restoration due to the overflow's remote location.

Suggested Motion: Move to approve Change Order No. 5 with Niblock Excavating in the amount of \$19,198.00 to lower the Lincoln Avenue emergency detention pond weir by 4".

CHANGE ORDER FORM

Pg 1 of 3

Change Order No. 5
Date: 1/9/2025

CITY OF GOSHEN, INDIANA
OFFICE OF THE CITY ENGINEER
204 E. Jefferson Street, Suite 1
Goshen, IN 46528

OWNER: City of Goshen

PROJECT NAME: Steury Avenue and Lincoln Avenue Reconstruction Project

PROJECT NUMBER: 2019-0046

CONTRACTOR: Niblock Excavating, Inc.

I. DESCRIPTION OF WORK INVOLVED (Use additional sheets if needed)

The Lincoln Avenue detention pond weir was determined to be 4-inches to high and poses an operational risk for East Lincoln Avenue and LaCasa's future property development to the west of the basin. This change order provides for the horizontal saw cutting of the 24-inch concrete weir, removal of the debris, and restoration emergency overflow armorment, and restoration of the area leading upto and around the work area.

CO 5.1	Pullback existing Riprap	11 SYD	@ \$36.00	\$396.00
CO 5.2	Pullback Existing Flexamat	6 SYD	@ \$67.00	\$402.00
CO 5.3	Horizontal Cut Concrete Weir	10 LFT	@ \$157.00	\$1,570.00
CO 5.4	Debris Disposal	1 LS	@ \$1,550.00	\$1,550.00
CO 5.5	Seal Concrete	1 LS	@ \$1,500.00	\$1,500.00
CO 5.6	Over Excavate, Restore Riprap w/ New Fabric	11 SYD	@ \$189.00	\$2,079.00
CO 5.7	Restore Flexamat w/ New Mat	6 SYD	@ \$950.00	\$5,700.00
CO 5.8	Special Landscape Restoration	17 SYD	@ \$353.00	\$6,001.00
				Subtotal= \$ 19,198.00

CHANGE ORDER FORM

Pg 2 of 3

Change Order No. 5

II. ADJUSTMENTS IN AMOUNT OF CONTRACT

1. Amount of original contract		\$9,097,758.00
2. Net (Addition/Reduction) due to all Previous Contract Supplements Numbers	1 to <u>4</u>	\$180,076.00
3. Amount of Contract, not including this supplement		\$9,277,834.00
4. Addition/Reduction to Contract due to this supplement		\$ 19,198.00
5. Amount of Contract, including this supplemental		\$9,297,032.00
6. Total (Addition/Reduction) due to all Change Orders (Line 2 + Line 4)		\$199,274.00
7. Total percent of change in the original contract price Includes Change Order No. 1 to <u>5</u>		2.19% (Line 6 divided by Line 1)

III. CONTRACT SUPPLEMENT CONDITIONS

1. The contract completion date established in the original contract or as modified by previous Contract Supplement(s) is hereby extended/reduced by 0 calendar days, maintaining the final completion date of August 11, 2026.
2. Any additional work to be performed under this Contract supplement will be carried out in compliance with the specifications included in the preceding Description of Work Involved, with the supplemental contract drawing designed as , and under the provisions of the original contract including compliance with applicable equipment specifications, general specifications and project specifications for the same type of work.
3. This Contract Supplement, unless otherwise provided herein, does not relieve the contractor from strict compliance with the guarantee provisions of the original contract, particularly those pertaining to performance and operation of equipment.
4. The contractor expressly agrees that he will place under coverage of his Performance and Payment Bonds and contractor's insurance, all work covered by this Contract Supplement. The contractor will furnish to the owner evidence of increased coverage of this Performance and Payments bonds for the accrued value of all contract supplements, which exceed the original contract price by twenty (20) percent.

CHANGE ORDER FORM

Pg. 3 of 3

Change Order No. 5

RECOMMENDED FOR ACCEPTANCE

Dwight L. Sibley

Dustin K. Sailor, P.E.
Director of Public Works

ACCEPTED: REDEVELOPMENT
CITY OF GOSHEN, INDIANA

BY:

Becky Hutsell, Redevelopment Director

ACCEPTED: BOARD OF PUBLIC WORKS AND SAFETY
CITY OF GOSHEN, INDIANA

Mayor

Member

Member

Member

Member

ACCEPTED: CONTRACTOR

Digitized by srujanika@gmail.com

BY:

Signature of authorized representative

Printed

Title

January 9, 2026

Page 2



Figure 1 - Emergency Overflow After Construction in 2017 - Looking West

Steury Avenue & Lincoln Avenue Reconstruction & Drainage Improvements – Change Order No. 5

January 9, 2026

Page 3

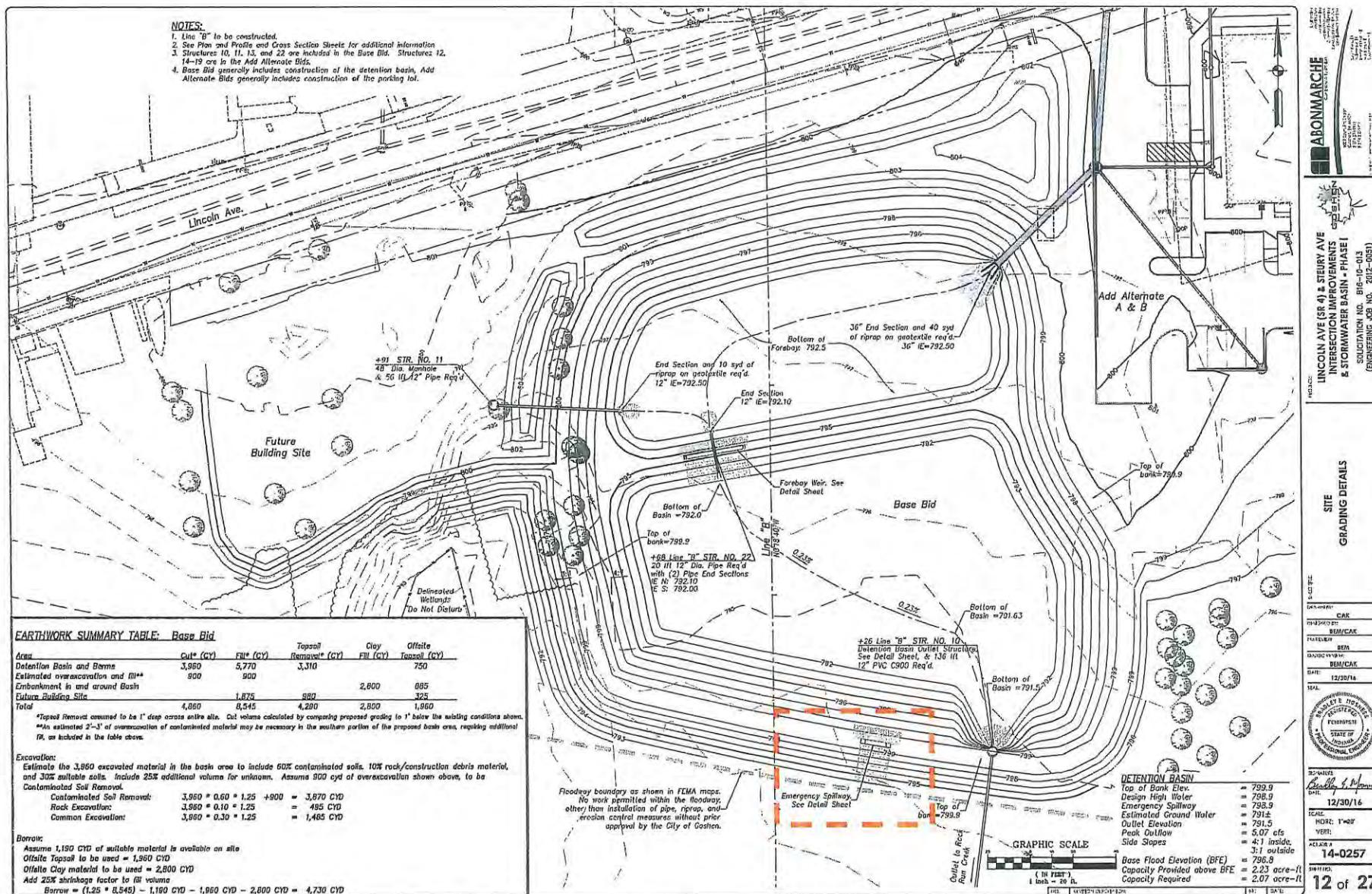


Figure 2 - City Drawing X-2400 - Sht 12 (Dashed Box Highlight's Weir Location)

ABONMARCHE

LINEAR FEATURES:

- Lincoln Ave (SR 4) & Steury Ave Intersection Improvements & Stormwater Basin - Phase I Sodiation Job No. B16-10-03 (Engineering Job No. 2012-0031)

GRADING DETAILS:

DETENTION BASIN

Top of Bank Elev.	= 799.9
Design High Water	= 798.9
Emergency Spillway	= 793.0
Estimated Ground Water	= 791.4
Bottom Elevation	= 791.5
Peak Outflow	= 5.07 cfs
Side Slopes	= 4:1 inside, 3:1 outside

GRAPHIC SCALE

Base Flood Elevation (BFE) = 798.8
Capacity Provided above BFE = 2.25 acre-ft
Capacity Required = 2.07 acre-ft

NOTES:

Detention Basin and Basins 3,960 5,770 3,310 750
Estimated excavation and fill** 900 900 2,800 685
Embankment in and around Basin 1,875 900 125
Future Building Site 1,875 900 125
Total 4,860 6,545 4,280 2,800 1,960

*Topsoil removed assumed to be 1" deep across entire site. Cut volume calculated by comparing proposed grading to 1" below the existing conditions shown.
**An estimated 2-3' of excavation of contaminated material may be necessary in the southern portion of the proposed basin area, requiring additional fill, as included in the table above.

Excavation:
Estimate the 3,960 excavated material in the basin area to include 60% contaminated soils, 10% rock/construction debris material, and 30% suitable soils. Include 25% additional volume for unknown. Assumes 900 cft of overexcavation shown above, to be Contaminated Soil Removal.

Contaminated Soil Removal: 3,960 * 0.60 * 1.25 + 900 = 3,870 CYD
Rock Excavation: 3,960 * 0.10 * 1.25 = 495 CYD
Common Excavation: 3,960 * 0.30 * 1.25 = 1,465 CYD

Barrows:
Assume 1,100 CYD of suitable material is available on site
Offsite Topsoil to be used = 1,800 CYD
Offsite Clay material to be used = 2,800 CYD
Add 20% shrinkage factor to fill volume
Barrow = (1.25 * 6,545) - 1,100 CYD - 1,800 CYD - 2,800 CYD = 4,730 CYD

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**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

From: Dustin K. Sailor, Director of Public Works & Utilities

**RE: STEURY AVENUE & LINCOLN AVENUE RECONSTRUCTION & DRAINAGE
IMPROVEMENTS – CHANGE ORDER NO. 6 (JN: 2019-0046)**

Date: January 22, 2025

The active sanitary sewer service for the Police Shooting Range was inadvertently cut and capped at the sewer main as directed by the design plans. This became evident during the installation of the Shooting Range's on-site storm sewer system. To avoid cutting into the reconstructed section of East Lincoln Avenue to restore the service connection, the City and Contractor are proposing to install 140 linear feet of new sewer line with cleanouts across the front of the site to connect into the sewer lateral extending from the training facility building.

Goshen Engineering requested that Niblock Excavating provide a change order price to reroute the sanitary sewer line. Niblock provided a quote of \$8,820 for the work. Niblock offered a discounted per linear foot price to reroute the sewer line from \$115 per foot to \$63 per foot.

With it being winter, Niblock is prepared to proceed with the work once approved.

Goshen Engineering requests that the Goshen Redevelopment Commission approve Change Order No. 6 for \$8,820. This change, along with previous changes, increases the value of the contract by 2.08%.

Suggested Motion: Move to approve Change Order No. 6 in the amount of \$8,820.00 to reinstall the sanitary sewer lateral for 713 E. Lincoln Avenue.

CHANGE ORDER FORM

Pg 1 of 3

Change Order No. 6
Date: 1/9/2025

CITY OF GOSHEN, INDIANA
OFFICE OF THE CITY ENGINEER
204 E. Jefferson Street, Suite 1
Goshen, IN 46528

OWNER: City of Goshen

PROJECT NAME: Steury Avenue and Lincoln Avenue Reconstruction Project

PROJECT NUMBER: 2019-0046

CONTRACTOR: Niblock Excavating, Inc.

I. DESCRIPTION OF WORK INVOLVED (Use additional sheets if needed)

The active sanitary sewer service for the Police Shooting Range was inadvertently cut and capped at the sewer main as directed by the design plans. This became evident during the installation of the Shooting Range's on-site storm sewer system. To avoid cutting into the reconstructed section of East Lincoln Avenue to restore the service connection, the City and Contractor are proposing to install 140 linear feet of new sewer line with cleanouts across the front of the site to connect into the sewer lateral extending from the training facility building.

CO 6.1	Sanitary Sewer Lateral Restoration, PVC SDR 35, Circular, 6"	140 LFT	@ \$63.00	\$8,820.00
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Subtotal= \$ 8,820.00

CHANGE ORDER FORM

Pg 2 of 3

Change Order No. 6

II. ADJUSTMENTS IN AMOUNT OF CONTRACT

1. Amount of original contract	\$9,097,758.00
2. Net (Addition/Reduction) due to all Previous Contract Supplements Numbers 1 to 5	\$199,274.00
3. Amount of Contract, not including this supplement	\$9,297,032.00
4. Addition/Reduction to Contract due to this supplement	\$ 8,820.00
5. Amount of Contract, including this supplemental	\$9,305,852.00
6. Total (Addition/Reduction) due to all Change Orders (Line 2 + Line 4)	\$208,094.00
7. Total percent of change in the original contract price Includes Change Order No. 1 to 6 (Line 6 divided by Line 1)	2.29%

III. CONTRACT SUPPLEMENT CONDITIONS

1. The contract completion date established in the original contract or as modified by previous Contract Supplement(s) is hereby extended/reduced by 0 calendar days, maintaining the final completion date of August 11, 2026.
2. Any additional work to be performed under this Contract supplement will be carried out in compliance with the specifications included in the preceding Description of Work Involved, with the supplemental contract drawing designed as , and under the provisions of the original contract including compliance with applicable equipment specifications, general specifications and project specifications for the same type of work.
3. This Contract Supplement, unless otherwise provided herein, does not relieve the contractor from strict compliance with the guarantee provisions of the original contract, particularly those pertaining to performance and operation of equipment.
4. The contractor expressly agrees that he will place under coverage of his Performance and Payment Bonds and contractor's insurance, all work covered by this Contract Supplement. The contractor will furnish to the owner evidence of increased coverage of this Performance and Payments bonds for the accrued value of all contract supplements, which exceed the original contract price by twenty (20) percent.

CHANGE ORDER FORM

Pg. 3 of 3

Change Order No. 6

RECOMMENDED FOR ACCEPTANCE



Dustin K. Sailor 1/09/20

Dustin K. Sailor, P.E.
Director of Public Works

ACCEPTED: REDEVELOPMENT
CITY OF GOSHEN, INDIANA

BY:

Becky Hutsell, Redevelopment Director

ACCEPTED: BOARD OF PUBLIC WORKS AND SAFETY
CITY OF GOSHEN, INDIANA

Mayor

Member

Member

Member

Member

ACCEPTED: CONTRACTOR

BY:

Signature of authorized representative

Printed

Title

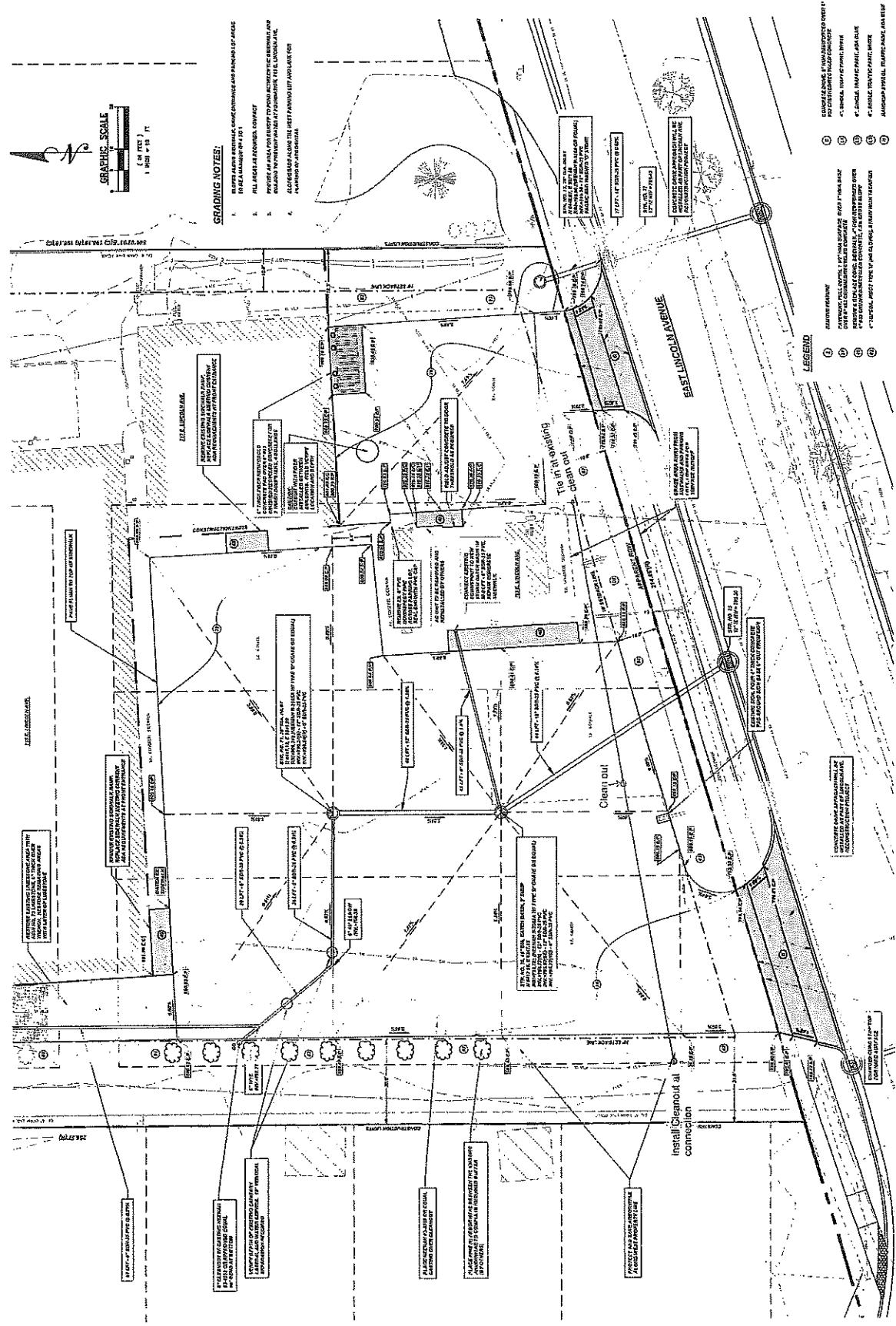


Figure 1 - Proposed Sewer Reroute



**ENGINEERING DEPARTMENT
CITY OF GOSHEN**

204 East Jefferson Street, Suite I • 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: Engineering Department

RE: **ADDITIONAL SIGNAGE REQUESTED FOR PEDDLERS VILLAGE ROAD
AND RELIANCE ROAD ROUNDABOUT; JN: 2021-0014 AND 2026-0007**

DATE: January 22, 2026

Goshen Engineering received a request from Elkhart County to add informational signage to the newly constructed Peddlers Village Road and Reliance Road roundabout. Elkhart County will pay for the fabrication of the wayfinding signs.

The request was brought to the January 15, 2026, Traffic Commission meeting. Commissioners voted unanimously with a recommendation to approve the installation of the additional signs.

Elkhart County Courthouse ↵

Elkhart County Courthouse ↑

Elkhart County Courthouse →

Elkhart County Courthouse ↗

Additionally, the Engineering Department is recommending a reduction in the posted speed limits approaching the roundabout from the east and west, from the currently posted speed limits of 45 MPH (shown below in **RED**) to 35 MPH. This change will ensure all approaching traffic is regulated with a uniform speed limit.



Requested Motion: Move to approve the installation of additional wayfinding and regulatory speed limit signs approaching the Peddlers Road and Reliance Road roundabout.

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

Gina Leichty, Mayor

Barb Swartley, Member

Mary Nichols, Member

Orv Myers, Member

Michael Landis, Member



**ENGINEERING DEPARTMENT
CITY OF GOSHEN**

204 East Jefferson Street, Suite I • 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: Engineering Department
RE: **SIGNAGE REQUESTED FOR PARKING LOT I**
DATE: January 22, 2026

Goshen Engineering received a request on 12.1.2025 from the Elks Lodge, 220 N. Main Street, for "No overnight Parking" signs to be installed in Parking Lot I to open parking stalls that are currently occupied by vehicles for weeks/months. Currently, there are no signs on 5th Street indicating the Public Parking lot and none within the lot indicating overnight parking is not allowed.

The request was brought to the January 15, 2026, Traffic Commission meeting. Commissioners voted unanimously with a recommendation to deny the installation of the additional signs.



Figure 1 (left) - looking east.



Figure 2 - looking west.

January 22, 2026

Page 2



Figure 3 - Not present for Lot I.

Requested Motion: **Move to deny the installation of additional signs at City Parking Lot I.**

APPROVED:

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

Gina Leichty, Mayor

Barb Swartley, Member

Mary Nichols, Member

Orv Myers, Member

Michael Landis, Member