



## **Board of Public Works & Safety and Stormwater Board**

Regular Meeting Agenda

**4:00 p.m., January 30, 2025**

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

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

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

### **Approval of Minutes: January 9 & 16, 2025 Regular Meetings**

### **Approval of Agenda**

- 1) Goshen Historical Society request:** Approve the use of five parking spaces in front of the museum, 124 South Main Street, for a contractor to install insulation on Feb. 10, 2025
  
- 2) Dana Miller Building Solutions, Inc. request:** Approve a connection to the City sewer in the right of way, where the sewer line is closer than 10 feet, but greater than 5 feet from the water main, and grant permission for a gravel parking area where hard surface is required, both at 916 South 8<sup>th</sup> Street
  
- 3) Legal Department request:** Approve **Resolution 2025-02**, *Service Delivery Agreement for 2025 Elkhart County Drug-Free Community Funds*
  
- 4) Legal Department request:** Award the quote for the purchase of an updated digital radio system for the Street Department to Emergency Radio Systems (ERS) as the lowest responsible and responsive bidder and approve and authorize Mayor Leichty to execute the agreement for the system's purchase at a cost of \$77,316.04
  
- 5) Engineering Department request:** Approve and authorize the Board to execute the agreement with Lloyd and Phyllis Yoder for the completion of the residential project at 115 Blackport Drive

### **Privilege of the Floor**

### **Approval of Civil City and Utility Claims**

### ***Adjournment***



**BOARD OF PUBLIC WORKS & SAFETY & STORMWATER BOARD**  
**MINUTES OF THE JANUARY 9, 2025 REGULAR MEETING**  
*Convened in the Goshen Police & Court Building, 111 East Jefferson St., Goshen, Indiana*

**Present:** Mayor Gina Leichty, Mike Landis, Orv Myers, Mary Nichols and Barb Swartley  
**Absent:** None

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

**SWEARING IN OF BOARD MEMBERS:**

Mayor Leichty began the meeting by swearing into office (effective today) the following members of the Board of Public Works & Safety & Stormwater Board: **Mike Landis, Orv Myers, Mary Nichols and Barb Swartley**, who the Mayor appointed to new one-year terms. The audience responded with applause.

**REVIEW/APPROVE MINUTES:** Mayor Leichty presented to the Board the minutes of the Dec. 12 Regular Meeting as prepared by Clerk-Treasurer Aguirre. Board member **Mary Nichols** made a motion to approve the minutes as presented. Board member **Barb Swartley** seconded the motion. The motion passed 5-0.

**REVIEW/APPROVE AGENDA:** Mayor Leichty presented the agenda as prepared by the Clerk-Treasurer with the recommendation to withdraw agenda item #1, *Open Sealed Bids: A new UHF digital radio system for the City Street Department*, which is actually scheduled for Jan. 23, 2025. Board member **Nichols** made a motion to approve the agenda as presented. Board member **Swartley** seconded the motion. The motion passed 5-0.

**1) Fire Department request: Approve the promotion of Assistant Chief of Training Steffen Schrock to the rank of Assistant Chief of Operations, effective Jan. 1, 2025**

**City Fire Chief Anthony Powell** asked the Board to approve the promotion of Assistant Chief of Training **Steffen Schrock** to the rank of Assistant Chief of Operations within the Goshen Fire Department, effective Jan. 1, 2025.

**Chief Powell** said, "Over his 24 years of dedicated service, Chief Steffen Schrock has consistently demonstrated exceptional knowledge, experience, and leadership. I am confident that his contributions will continue to enhance the department's mission and operations in this new role."

**Nichols/Swartley** made a motion to approve the promotion of Assistant Chief of Training **Steffen Schrock** to the rank of Assistant Chief of Operations, effective Jan. 1, 2025. The motion passed 5-0.

*After the Board's approval, Mayor Leichty swore Assistant Chief of Operations Steffen Schrock into office.*

**2) Fire Department request: Approve the promotion of EMS Sergeant Lucas Mason to the rank of EMS Lieutenant, effective Jan. 1, 2025**

**City Fire Chief Anthony Powell** asked the Board to approve the promotion of EMS Sergeant **Lucas Mason** to the rank of EMS Lieutenant within the Goshen Fire Department, effective Jan. 1, 2025.

**Chief Powell** said, "Sergeant Mason has exemplified dedication and professionalism throughout his service, consistently upholding the department's mission and values. His proven leadership abilities and commitment to excellence make him an outstanding candidate for this promotion. I am confident that Sergeant Mason's promotion to Lieutenant will further enhance the department's capabilities and service to the community."

**Nichols/Swartley** made a motion to approve the promotion of EMS Sergeant **Lucas Mason** to the rank of EMS Lieutenant, effective Jan. 1, 2025. The motion passed 5-0.

*After the Board's approval, Mayor Leichty swore Lieutenant Mason into office.*



**3) Fire Department request: Approve the promotion of EMS Sergeant Winston Lechlitner to the rank of EMS Lieutenant, effective Jan. 1, 2025**

**City Fire Chief Anthony Powell** asked the Board to approve the promotion of EMS Sergeant **Winston Lechlitner** to the rank of EMS Lieutenant within the Goshen Fire Department, effective Jan. 1, 2025.

**Chief Powell** said, "Sergeant Lechlitner has exemplified dedication and professionalism throughout his service, consistently upholding the department's mission and values. His proven leadership abilities and commitment to excellence make him an outstanding candidate for this promotion. I am confident that Sergeant Lechlitner's promotion to Lieutenant will further enhance the department's capabilities and service to the community."

**Nichols/Swartley made a motion to approve the promotion of EMS Sergeant Winston Lechlitner to the rank of EMS Lieutenant, effective Jan. 1, 2025. The motion passed 5-0.**

*After the Board's approval, Mayor Leichy swore Lieutenant Lechlitner into office.*

**4) Fire Department request: Approve the promotion of EMS Sergeant Daniel Kurtz to the rank of EMS Lieutenant, effective Jan. 1, 2025**

**City Fire Chief Anthony Powell** asked the Board to approve the promotion of EMS Sergeant **Daniel Kurtz** to the rank of EMS Lieutenant within the Goshen Fire Department, effective Jan. 1, 2025.

**Chief Powell** said, "Sergeant Kurtz has exemplified dedication and professionalism throughout his service, consistently upholding the department's mission and values. His proven leadership abilities and commitment to excellence make him an outstanding candidate for this promotion. I am confident that Sergeant Kurtz's promotion to Lieutenant will further enhance the department's capabilities and service to the community."

**Nichols/Swartley made a motion to approve the promotion of EMS Sergeant Daniel Kurtz to the rank of EMS Lieutenant within the Goshen Fire Department, effective Jan. 1, 2025. The motion passed 5-0.**

*After the Board's approval, Mayor Leichy swore Lieutenant Kurtz into office.*

**5) Police Department request: Approve resignation of Officer Huntley Davis #217, retroactive to Jan. 4, 2025**

**City Police Chief José Miller** asked the Board to approve the resignation of Officer **Huntley Davis #217**, retroactive to Jan. 4, 2025. Officer Davis's last day on the books was Jan. 3, 2025.

**Chief Miller** said, "Officer Davis has accepted a full-time police officer position at the Warsaw Police Department. I would like to thank Officer Davis for his service of over two and one half (2½) years to the Goshen community and wish him the best in his future career at the Warsaw Police Department."

**Nichols/Swartley made a motion to approve the resignation of Officer Huntley Davis #217, retroactive to Jan. 4, 2025. The motion passed 5-0.**

**6) Police Department request: Approve the resignation of Officer Ever Gutierrez Franco #221, retroactive to Jan. 4, 2025**

**City Police Chief José Miller** asked the Board to approve the resignation of Officer **Ever Gutierrez Franco #221**, retroactive to Jan. 4, 2025. Officer Franco's last day on the books was Jan. 3, 2025.

**Chief Miller** said, "Officer Franco, too, has accepted a full-time police officer position at the Warsaw Police Department. I would like to thank Officer Franco for his two and one half (2½) years of service to the Goshen community and wish him the best in his future career at the Warsaw Police Department."

**Nichols/Swartley made a motion to approve the resignation of Officer Ever Gutierrez Franco #221, retroactive to Jan. 4, 2025. The motion passed 5-0.**



**7) Police Department request: Approve resignation of Officer Logan Wenger #231, retroactive to Jan. 7, 2025**  
**City Police Chief José Miller** asked the Board to approve the resignation of Officer **Logan Wenger #231**, retroactive to Jan. 7, 2025. Officer Wenger was in his Field Training Officer (FTO) training program when he decided to resign from the position of probationary patrol officer. He submitted his resignation letter on Jan. 6, 2025, stating it would be his last day working at the department.

**Chief Miller** said, "I wish Logan the best in life for whatever career path he chooses in the future."

**Nichols/Swartley made a motion to approve the resignation of Officer Logan Wenger #231, retroactive to Jan. 7, 2025. The motion passed 5-0.**

**8) AJA Partners request: Allow the permanent placement of a dumpster in the parking lot adjacent to the alley behind 203 South Main Street (The Famous Building)**

**David Gingerich of Clear Creek & Associates** said AJA Partners recently purchased The Famous building, 203 South Main Street in Goshen, and wants to place a dumpster for use by the tenants in the rear public parking lot.

**Gingerich** said the company asked for permission to share the dumpster used by John Hall Hardware, but the request was rejected. The company is now seeking permission to place a dumpster in the parking space adjacent to the one occupied by the hardware store's dumpster. The size of the proposed dumpster is 6 feet long by 3 feet deep by 4 feet high with the casters.

**Gingerich** said just before the meeting he was forwarded a memo from the City Engineering Department recommending a denial of the request and that AJA Partners share the dumpster used by Wellington & Weddell Eye Care until a permanent solution can be found. **Gingerich** added that Wellington & Weddell Eyecare was called and didn't object to placing AJA Partners' dumpster in a parking space.

In response to questions from **Mayor Leichty**, **Gingerich** clarified that the previous building owner gathered and disposed of the trash at home, but AJA Partners doesn't want to do that. He said AJA Partners temporarily is using the Wellington & Weddell dumpster, but are seeking a permanent solution.

**Mayor Leichty** asked to hear from the Engineering Department.

**City Project Manager Andrew Lund** distributed to Board members a four-page memorandum with photographs, dated Jan. 9, 2025, explaining the City Engineering Department's perspective on the request (**EXHIBIT #1**).

**Lund** said the Engineering Department understands AJA Partners' rationale for requesting a dumpster in the parking lot but would recommend that the building's tenants share the Wellington & Weddell dumpster until a permanent solution can be found.

**Lund** said, "Engineering would not recommend the City provide a space for a dumpster within the City's parking lot, essentially, because the dumpster would be resulting in a loss of a parking space in a central City parking lot that already serves multiple downtown businesses with more usage of the lot expected in the future and because of this alternate solution available with the shared use of the existing dumpster and from the understanding ... that the amount of solid waste anticipated from the tenants of The Famous (building) is relatively low."

**Lund** said "this request highlights a need for a larger conversation between the City and downtown property owners around private dumpsters in the public right-of-way, especially in City parking lots. Considering the utilization of downtown City lots, and future remodels and new tenants, greater need for refuse storage locations is expected.

"As an example, it appears that more dumpsters have recently been placed in Lot 'B', beyond what has been approved, even prior to this request." He said there are seven dumpsters in the lot, and only three were approved.

**Lund** said if the Board chooses to approve the location of the dumpster for 203 South Main, Engineering recommends that approval be conditional on a potential future arrangement with property owners in this area. He added that a 96-gallon wheeled cart may be available from Borden for commercial use dependent on the location. However, due to the proximity of the building to the alley right-of-way, the cart would not be able to be stored along the back side of The Famous and there are limited spaces available for outside storage of a cart elsewhere.



**Mayor Leichthy** said she agreed with **Lund** that this request “illustrates that a larger issue that the City has in trying to accommodate numerous businesses and there's not designed space for dumpsters in in those parking lot areas, but certainly needed – and especially as we're trying to increase density in our in our downtown That's something that will need to be factored in that isn't presently occurring.”

**Mayor Leichthy** asked if a 96-gallon cart dumpster could fit beside the parking space where a dumpster has been located. She also asked if it could be stored beside The Famous building

**Lund** said it potentially could be stored near a small dumpster and rolled out to the street for collection every week.

**Mayor Leichthy** asked **Gingerich** if that would be a possible solution.

**Gingerich** responded, “I don't think the owners are anxious to have to pull the cart out every week ... I guess the part that's most frustrating to them is, they thought they were going about things the proper way. And it's their understanding that the person that has the most objection is the person that has the dumpster on the City lot and doesn't want them to also have a dumpster on the City lot. So, they find that to be most objectionable, and I guess I'm anxious to hear how the City is going to explain that you can allow one business to do that, but you won't allow another business to do that. And you have, like you said, I counted, there's seven dumpsters out there.”

**Board member Landis** responded that he was on the Board when it voted to allow John Hall Hardware to place a dumpster in the City parking lot. He said a man, using a pickup truck, used to gather the trash and cardboard in the alley, but when he got sick and stopped providing this service, it caused a dilemma for the hardware store.

**Landis** said, “They searched for alternatives. They couldn't come up with anything, and the only thing they could find is somebody who was willing to put a bin, and they just needed a place to be able to put it otherwise they couldn't function with the volume of trash and corrugated (material).”

**Landis** said he doesn't remember the terms of conditions of the approval but contacted a trash collection company and learned there are new disposal options that may be possible. He added that “in the bigger picture, we need to figure out what we're going to do, because as density, we encourage, and we want people to recycle. Certain businesses have more corrugated than they have trash, so we don't want them just throwing it all in a trash bin.

“We need to really think about the best alternative, not that the City owns the bins and has people pay a fee to put their stuff in, but so we only have a couple of bins on the whole site. But I could go along with something in the short term, but I would prefer to see some arrangement ... and a bigger conversation at the moment, and not just taking up another space without knowing whether we could double park bins where John Hall's currently is,” he said.

**Mayor Leichthy** said she agreed with **Board member Landis'** comments about density and acknowledged concerns about people going through garbage containers and building occupants wanting lockable containers. She said she also agreed that there's a need for a larger, a more, a more comprehensive solution than just every single business owner trying to figure out where to dump trash.

**Mayor Leichthy** said owners of residential properties are required to provide trash disposal options for tenants. She asked **City Attorney Bodie Stegelmann** if there was a similar requirement for commercial property owners.

**Stegelmann** said, “I'm not aware of any such a requirement, and you know, I think it's just based on the City's practice and ordinances. We provide service to the residential properties, but I think commercial and industrial are up to themselves to arrange for trash removal.”

**Mayor Leichthy** asked **City Director of Public Works & Utilities Dustin Sailor** when the City plans to rehabilitate the parking lot in question.

**Sailor** said, “We have a preliminary design prepared. There has not been a funding package put together for that parking lot yet; there's no year set.” **Sailor** said it could be five years and that the City is conducting a parking lot study now to determine the needs, adding that he couldn't assess the impact of losing a space for a dumpster.

**Mayor Leichthy** said, “I think Mr. Gingrich makes a good case on behalf of the owners that we have precedent established, and while I hate to lose a parking space, I see the reasonableness of the request.”





**Mayor Leichty** continued, “As someone who has to take out the trash late at night. I think the location that’s been proposed with the Wellington’s dumpster is pretty far from their business, so that seems a bit onerous as well. I would be inclined to at least give a temporary support for their request.

She added, “One option that we might be able to consider is working with the Economic Improvement District (EID), which is the self-taxing board that helps with beautification and other support for downtown businesses, and see whether there’s an option for a trash coalition, or some sort of assistance for clusters of businesses, who need that access, so maybe that could help to provide some kind of shared dumpster resource, and we could try to work at that over the next year to see if there’s something collaborative that could be established with the EID since the property owners are already paying into that taxing fund.”

**Board member Nichols** said she agreed with that approach, pointing out that only three of the seven dumpsters in the parking lot were approved by the City. She said Since AJA Partners was “trying to do the right thing” she favored working with them to find a solution.

**Board member Landis** said he also was in favor of working with the applicant but would like to review the Board minutes of the meeting when John Hall Hardware was granted permission to place a dumpster in a parking space so he could review the terms and condition of the approval. He said it may or may not be appropriate for the City to now require the parking space to be shared with two dumpsters.

**Mayor Leichty** said until further information on the past approval was found, she suggested a 12-month agreement with AJA Partners for the placement of a dumpster in the parking lot. She said, that would provide time for research while giving the applicant a place to dispose of trash.

**Board member Swartley** asked whether it would be possible to place two dumpsters in a single space and still be accessible when they are emptied. **Board member Landis** said that wouldn’t be a problem because the new dumpster would have casters and be movable.

**Street Commissioner Dave Gibbs** said the AJA Partners request originated in his office and he forwarded it to the Engineering Department. He added that the dumpster used by John Halls Hardware has casters.

**Mayor Leichty** said it would be the property owner’s responsibility to find a dumpster that could be placed in the same parking space as the one used by the hardware store. She said if that’s not possible, the Board could allow placement of a new dumpster in another parking space for 12 months until a more permanent solution was found.

**Board member Landis** endorsed that idea.

**Mayor Leichty** asked **David Gingerich** for his comments about the options.

**Gingerich** said the John Hall Hardware dumpster is 6 feet by 4 feet and 5 feet high and the one AJA Partners is requesting would be smaller – 6 feet by 3 feet and 4 feet high, and both dumpsters should fit in the same parking space. “We’re willing to be flexible, but we essentially were told “no,” so that’s why we’re requesting another space.”

**Mayor Leichty** said, “Well, the decision to utilize the space would be the City’s decision, presumably ... I mean, sharing the dumpster is one thing. Sharing the public space would be another matter that would need to come from the City.”

**City Attorney Stegelmann** said, “I think any approval to use the right of way, or a City parking lot, would be in the nature of a license that could be revocable. So, I don’t think, by granting permission to use one parking spot, that Board approve that use forever. So, I think it would be subject to amendment of the prior approval given to John Halls, especially if both businesses can use that same space. And if there’s a reasonable way to do that, I think the prior approval for John Hall could probably be amended or modified, and I think the 12 months will probably give plenty of time to the parties to work through that and maybe come back with an option.”

**Mayor Leichty** said there would need to be adequate space for both dumpsters to fit in the parking space.

**Board member Swartley** said she wondered who would be responsible for finding a long-term solution. She asked, “Who actually does the working at it? Are you saying the parties need to be doing that? Or are you saying the City would have some role?”



**Mayor Leichty** responded that it would be the City's responsibility to review the minutes from that meeting when John Hall Hardware was granted permission to place a dumpster in a parking space. She said she would expect AJA Partners to try to find a dumpster that would fit in the same parking space that now has the John Hall dumpster.. And if that's not possible, a second space could be used for 12 months as long as City staff was notified. And over the next year, the Engineering Department would be asked to explore other options.

**Board member Swartley** said the business owner also should try to come up with a solution.

**Clerk-Treasurer Aguirre** suggested that the motion specify the City departments that would be responsible for developing a long-term solution. The motion was then clarified to add that information.

**Nichols/Swartley** moved to allow AJA Partners to place a dumpster in the City parking lot near the rear alley behind 203 South Main Street, with the preference that it would be placed in the same space occupied by the John Hall Hardware dumpster and if for some reason that does not work out, the applicant would be allowed to use a secondary parking space for 12 months so City staff – Engineering, Streets and Legal – can have the time to develop a long-term solution.

**David Gingrich** asked what the City wanted AJA Partners to do next.

**Mayor Leichty** said AJA Partners should contact the vendor to see if they would be able to feasibly fit a trash container in the same parking space as the John Hall Hardware dumpster. If that's possible, she asked that AJA Partners to notify City staff so John Hall Hardware can be notified by staff that another dumpster will be placed in the parking space. And if a dumpster cannot be placed in the same space, AJA partners can use a second space.

**The Board then voted unanimously, 5-0, to approve the motion.**

**9) Legal Department request: Award a contract to Jordan Ford as the lowest responsible and responsive bidder and authorize the issuance of an order for the purchase of 2025 F550 Chassis 4x4 SD Regular Cab 169" WB DRW XL (F5H) for a cost of \$96,109**

**City Attorney Bodie Stegelmann** told the Board the City solicited bids for the purchase of a 2024 or newer medium duty dump truck in accordance with Indiana Code § 5-22-8-3. Below is a summary of the bids received:

- 1. Jordan Ford-** 2025 F550 Chassis 4x4 SD Regular Cab 169" WB DRW XL (F5H) \$96,109
- 2. Eby Ford-** 2025 F550 Chassis 4x4 SD Regular Cab 169" WB DRW XL (F5H) \$96,309

**Stegelmann** asked the Board to award a contract to Jordan Ford as the lowest responsible and responsive bidder and authorize the issuance of a Purchase Order for the purchase of 2025 F550 Chassis 4x4 SD Regular Cab 169" WB DRW XL (F5H) for a cost of \$96,109.

**Nichols/Swartley** made a motion to award a contract to Jordan Ford as the lowest responsible and responsive bidder and authorize the issuance of a Purchase Order for the purchase of 2025 F550 Chassis 4x4 SD Regular Cab 169" WB DRW XL (F5H) for a cost of \$96,109. The motion passed 5-0.

**10) Legal Department request: Award a contract to Waymire Auto Parts as the lowest responsible and responsive bidder and authorize the issuance of an order for the purchase of 2025 Upfit Equipment for 2025 Ford Explorer Police Pursuit Vehicles at a cost of \$150,450**

**City Attorney Bodie Stegelmann** told the Board that the City solicited bids for the purchase of a 2025 upfit equipment for 2025 Ford Explorer police pursuit vehicles in accordance with Indiana Code § 5-22-8-3. One bid was received:

- 1. Waymire Auto Parts** \$150,450.00



**Stegelmann** asked the Board to award a contract to Waymire Auto Parts as the lowest responsible and responsive bidder and authorize the issuance of a Purchase Order for the purchase of 2025 Upfit Equipment for 2025 Ford Explorer Police Pursuit Vehicles at a cost of \$150,450.

**Board member Landis** asked for clarification about the purchase. **City Fleet Manager Carl Gaines** said the purchase was for the equipment for 16 Ford explorers, including cages and lights.

**Nichols/Swartley made a motion to award a contract to Waymire Auto Parts as the lowest responsible and responsive bidder and authorize the issuance of a Purchase Order for the purchase of 2025 Upfit Equipment for 2025 Ford Explorer Police Pursuit Vehicles at a cost of \$150,450. The motion passed 5-0.**

**11) Legal Department request: Approve and authorize the purchase of three (3) 2025 Chevy Tahoe PPV-9C1 SUV 4x4 Pursuit Rated vehicles, Model CK10706-9C1, for \$159,515 from Kelly Chevrolet**

**City Attorney Bodie Stegelmann** told the Board that the City of Fort Wayne received bids for the purchase of 2025 vehicles that included Police Pursuit Vehicles for use by Police Departments. Fort Wayne's bidding invitation allows that it be open to other governmental agencies to purchase vehicles.

**Stegelmann** said Kelley Chevrolet in Fort Wayne was awarded the contract and has two 2025 Chevy Tahoe PPV-9C1 SUV 4x4 Pursuit rated vehicles, Model CK10706-9C1, G6M Dark Ash in color for the purchase of amount of \$52,815, and one 2025 Chevy Tahoe PPV-9C1 SUV 4x4 Pursuit rated vehicles, Model CK10706-9C1, GBA Black in color for the purchase of amount of \$53,885.

**Stegelmann** said the vehicles are available for immediate pick after authorization to purchase. He requested permission to purchase three 2025 Chevy Tahoe PPV-9C1 SUV 4x4 Pursuit Rated vehicles, Model CK10706-9C1, two (2) G6M Dark Ash in color and one GBA Black in color for total sum of \$159,515.

**Nichols/Swartley made a motion to approve and authorize the purchase of three (3) 2025 Chevy Tahoe PPV-9C1 SUV 4x4 Pursuit Rated vehicles, Model CK10706-9C1, two (2) G6M Dark Ash in color and one (1) GBA Black in color for total sum of \$159,515. The motion passed 5-0.**

**12) Legal Department request: Approve and authorize the Mayor to execute the agreement with Goshen Fiber Network for IT services necessary to connect 308 Egbert Road Station to the City network and provide internet services at a cost of \$9,420 for the three-year term**

**City Attorney Bodie Stegelmann** recommended that the Board approve and authorize Mayor Leichty to execute the attached agreement with Goshen Fiber Network for IT services necessary to connect 308 Egbert Road Station to the City network and provide internet services. The agreement allows for a continuation of services for a three (3) year term with a monthly cost of \$220 for a total cost of \$7,920 for the life of this agreement plus a one-time startup fee of \$1,500. Total contract cost: \$9,420.

**Board member Landis** asked if the City had other agreements with this company at other locations and their cost.

**City Director of Public Works & Utilities Dustin Sailor** said the cost is usually based on how far they are away from the point of service and the cost to extend, which is added to a three-year agreement, plus a service fee. He said every locations has a separate agreement.

**Nichols/Swartley made a motion to approve and authorize Mayor Leichty to execute the agreement with Goshen Fiber Network for IT services necessary to connect 308 Egbert Road Station to the City network and provide internet services at a cost of \$9,420 for the three (3) year term. The motion passed 5-0.**

**13) Legal Department request: Pass Resolution 2025-01, Documenting the Submission of the 2023 Annual Certifications by City of Goshen Elected Officers**





**City Legal Compliance Administrator Shannon Marks** told 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.**

**Nichols/Swartley made a motion to pass Resolution 2025-01, *Documenting the Submission of the 2023 Annual Certifications by City of Goshen Elected Officers*. The motion passed 5-0.**

**14) Redevelopment Department request: Authorize an agreement with John Mishler for a Sculpture Lease Project in Downtown Goshen and authorize the Mayor's execution of the agreement**

**City Redevelopment Director Becky Hutsell** told the Board that **John Mishler**, a local sculptor and art professor at Goshen College, has submitted a proposal (included with the board meeting packet) for a Sculpture Lease Project within Downtown Goshen.

**Hutsell** said this effort is a continuation of the "Epic Art Adventure" that began two years ago with the Elkhart County Convention & Visitors Bureau (ECCVB). As part of the ECCVB's effort, several local sculptures were placed within the downtown and sculptures were leased from the artists for a specified duration.

**Hutsell** said Mishler's proposal includes continued lease of several pieces with the addition of six new pieces to replace others. The duration of this agreement would be from March 1, 2025 to Dec. 31, 2026. The exact placement of each sculpture will be coordinated with City staff to ensure compliance with ADA concerns and to ensure that walkways remain unobstructed, and utilities are not impacted.

**Hutsell** said the total cost associated with this project would be \$10,000 and funded through the Arts Initiative budget from the American Rescue Plan funds that the City received. She requested that the Board of Public Works and Safety authorize an agreement with John Mishler for the Sculpture Lease Project in Downtown Goshen, based upon the included proposal, and that the Board authorize execution of the agreement by the Mayor.

**Nichols/Swartley made a motion to authorize an agreement with John Mishler for the Sculpture Lease Project downtown and to authorize execution of the agreement by the Mayor. The motion passed 5-0.**

**15) Water & Sewer Department request: Approve the allocation of 0.40 cents to the Water Maintenance Repair Fund and 0.70 cents to the Sewer Maintenance Repair Fund for the 2025 billing year**

**Marvin Shepherd, Superintendent of City Water Treatment and Sewer Department**, told the Board that pursuant to City Ordinance 4531, the Board of Public Works and Safety and Stormwater is required annually to review the Residential Water and Sewer Line Maintenance Repair Fund balances and decide on how the \$1.10 repair fee is to be divided and assessed per the monthly water and sewer bills.

**Shepherd** said the total expenditure in 2024 were \$ 102,524.83 for sewer and \$66,475.32 for water. Based on the expenditure and year-end balance information included in the Board's meeting packet, Shepherd recommended that \$0.40 cents be allocated to the Water Fund and \$0.70 cents be allocated to the Sewer Fund in 2025.

**Shepherd** said the City completed 11 sewers repairs and 31 water service repairs. While he said this is a great customer benefit, the City is currently replacing landscaping, concrete and more during repairs, pushing the average cost per job from about \$2,000 a month to about \$5,000 a month.

**Mayor Leichty** said, "It just seems clear to me that we need to adjust those rates to reflect the current expenses, but also just to be able to provide that service to the community. When you do have something that breaks and your yard is torn up and you have to have bushes removed in order to reconnect to a City utility, we want to make sure that we're restoring that to a satisfactory level for all of our utility customers. So, the only way to afford to do that is to share that cost for all the people who live in the City and use our utility services."



**Shepherd** said neighboring City impose higher fees for such repairs.

**Mayor Leichty** asked if **Shepherd** will be requesting an increase in the repair fee. **Shepherd** said, “Yeah, I’m thinking at the end of the month we were going to get together and hopefully be back the end of the month with an answer what we actually would like it to go to. But we need to have something in place now, I believe. “

**City Attorney Stegelmann** said the rate increase would need to go to Common Council for approval, although the Board of Public Works can be involved in the process.

**Nichols/Swartley** moved 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 2025 billing year. The motion passed 5-0.

**16) Engineering Department request: Approve Change Order No. 7 for the 10th Street and Douglas Street reconstruction project in the amount of \$4,676.60 and extend the project by 221 calendar days, making the final completion date June 6, 2025**

**City Director of Public Works & Utilities Dustin Sailor** provided the Board with Change Order No. 7 for the 10th Street and Douglas Street Reconstruction project. It included costs related to the addition of ADA and handicap pavement markings on Douglas Street in the accessible parking area, extruded street markers signs, and the removal of two trees and one stump that are in conflict with the additional work on Reynolds Street.

**Sailor** said with the additional work, inclement weather, working around homeowner’s schedules and Gleason Industrial Products’ production, the requested project schedule extension is 221 days to June 6, 2025.

**Sailor** said the original contract amount plus additions from previous change orders was \$4,524,528.08. Change Order No. 7 increases the total contract by \$4,676.60, for a revised contract amount of \$4,529,204.68, which is an increase of 6.60% over the original contract amount.

**Nichols/Swartley** made a motion to approve Change Order No. 7 for the 10th Street and Douglas Street Reconstruction project in the amount of \$4,676.60 and extend the project by 221 calendar days, making the final completion date June 6, 2025. The motion passed 5-0.

**17) Clerk-Treasurer’s Office request: Approve \$14,867,021.45 of encumbrances from 2024 City of Goshen budget into the 2025 budget**

**Deputy Clerk-Treasurer Jeffery Weaver** said included in the meeting packet for the Board’s approval was a list of accounts with a balance in the 2024 budget that will be encumbered (carried over) into the 2025 budget.

**Weaver** said at the end of each year, City department heads review any unspent budget and compare it to their outstanding invoices or contracts. If any 2024 unspent budget is available to pay an outstanding 2024 invoice or contract, then the amount can be encumbered into 2025, but only for the approved expense.

**Weaver** said budgeted amounts were remaining in the 2024 budget, and department heads requested to encumber the amounts into 2025. For each encumbrance, the department heads presented an invoice, purchase order, or executed agreement or contract.

**Weaver** said the encumbrances were reviewed by the Clerk-Treasurer’s and Mayor’s offices, and can only include Supplies, Other Services & Charges, and Capital Expenditures. He said the final approval for these encumbrances falls on the Board of Works to approve the total encumbrance amount.

**LIST OF ENCUMBRANCES FROM 2024 BUDGET TO 2025 BUDGET**

<i>Account number</i>	<i>Account Title</i>	<b>Encumbered <i>Amount</i></b>
1101-5-05-4210500	LEGAL/OTHER OFFICE EXPENSES	\$ 137.98
1101-5-05-4390800	LEGAL/SUBSCRIPTIONS AND DUES	85.00



<i>Account number</i>	<i>Account Title</i>	<b>Encumbered Amount</b>
1101-5-05-4390901	LEGAL/OTHER SERVICES AND CHARGES	1,414.91
1101-5-05-4390910	LEGAL/INSTRUCTION	325.00
1101-5-07-4310507	BD WORKS/ERP MAINT UPGRADE	2,825.00
1101-5-07-4390930	BD WORKS/TRASH COLLECTION	174,441.97
1101-5-10-4320301	ENGINEER/TRAVEL EXPENSES	\$1,062.00
1101-5-11-4220154	POLICE/OTHER EQUIPMENT	111,000.47
1101-5-11-4310501	POLICE/MEDICAL EXPENSES	900.00
1101-5-11-4360201	POLICE/EQUIPMENT REPAIRS	1,000.00
1101-5-11-4360501	POLICE/MAINTENANCE CONTRACTS	1,440.00
1101-5-11-4390911	POLICE/INSTRUCTION 4,115.00	
1101-5-15-4360201	BLDG DEPT/EQUIPMENT REPAIRS	449.00
2201-5-00-4230136	MVH/SIGNS & SIGNALS & PAINT	2,952.50
2201-5-00-4290001	MVH/OTHER OPERATING SUPPLIES	1,589.60
2201-5-00-4440401	MVH/EQUIP MOTOR VEHICLE 9	1,667.00
2202-5-00-4310501	LOCAL RD & ST/SERVICE CONTRACT	539,147.00
2204-5-00-4490000	P&R/POOL PROJECT 724,000.00	
2209-5-00-4310501	EDIT TAX/SERVICES CONTRACTUAL	613,204.12
2209-5-00-4420006	EDIT TAX/CAPITAL PROJECTS	2,162,019.16
2234-5-00-4390000	UNSAFE BLDG/OTHER SERV CHR	6,000.00
2240-5-00-4450200	PS LOIT/MOTOR VEHICLE	25,257.50
2505-5-00-4310502	STM WTR MGMT/SVCS CONTRACTUAL	3,000.00
4402-5-00-4310501	CCD/SERV CONTRACTUAL	339,227.95
4445-5-00-4310502	SE E.D. TIF/CONTR SVCS	1,454,731.85
4445-5-00-4420000	SE E.D. TIF/CAPITAL PROJ	920,000.00
4446-5-00-4420000	CONS RR/US33/CAPITAL PROJECT	4,511,861.94
4447-5-00-4450200	LIPPERT/DIER/PUB SAFETY EQUIP	378,862.50
4502-5-00-4440000	ARP/CAPITAL OUTLAYS	2,700,000.00
<b>TOTAL:</b>		<b>\$ 14,867,021.45</b>

Nichols/Swartley made a motion to approve \$14,867,021.45 of encumbrances from 2024 into the 2025 budget. 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 5:10 p.m. There were no comments.

At 5:10 p.m., Mayor Leichty recessed the Board meeting and convened compliance hearings for properties at 215 Crescent Street and 213 Crescent Street.



## CITY BOARD OF PUBLIC WORKS & SAFETY PUBLIC HEARING:

4:00 p.m., Jan. 9, 2025

**Members present:** Mayor Leichty, Mike Landis, Orv Myers, Mary Nichols and Barb Swartley

### **18) Unsafe Building Compliance Hearing for property at 215 Crescent Street (Cecil Bontreger, property owner)**

#### **BACKGROUND:**

In a memorandum dated Jan. 3, 2025, **Assistant City Attorney Don Shuler** wrote that an unsafe building compliance hearing was scheduled Jan. 9, 2025 for the property located at 215 Crescent Street.

Attached to the Board meeting packet was the Record of Action and Continuous Enforcement Order issued by the Board of Public Works and Safety on Aug. 29, 2024, requiring demolition of the unsafe building on the property.

**Shuler** wrote that the hearing was scheduled at the request of the Building Commissioner as it was determined there was non-compliance with the Board's Order.

**Shuler** advised the Board to conduct a hearing by receiving evidence and arguments from the Building Department, the property owner, and any other individual who wished to speak to the property. After receiving evidence and at the conclusion of the hearing, the Board could do any of the following actions:

1. Confirm compliance if evidence was presented that the demolition of the unsafe structure had been completed;
2. Confirm non-compliance and authorize the Building Commissioner to proceed with demolition or other remedial action or a civil action, as permitted by the Indiana Unsafe Building Law;
3. Issue a civil penalty in an amount not to exceed \$5,000 if the Board finds there has been a willful failure to comply with Order; or
4. Any other action permitted by law to resolve the unsafe conditions on the property.

In taking any of these actions, **Shuler** wrote that the Board should make specific findings to support its action.

#### **According to a Record of Action and Continuing Enforcement Order, the Board concluded the following on Aug. 29, 2024:**

1. The City of Goshen Building Commissioner issued an order on August 1, 2024 (hereinafter the "Order"), concerning the property located at 215 Crescent Street, Goshen, Indiana, and more particularly described in Exhibit A (hereinafter the "Real Estate"). The Order made findings that the vacant residential structure at the Real Estate was an unsafe building and required demolition of said building and removal of all demolition remains, trash, and debris on the Real Estate and return of the site to natural grade, all of said work to be completed within forty-five (45) days.
2. The Building Commissioner, in his Order, determined that the building at the Real Estate was unsafe under I.C. § 36-7-9-4(a)(2), (4), (5), and (6) due to the following conditions:
  - a. The vacant residential structure on the Real Estate has been vacant with no water usage for approximately twenty (20) years;
  - b. The vacant residential structure recently sustained a fire, causing significant damage to the roof, having burnt, charred members throughout the structure that are beyond repair;
  - c. The fire damage renders the building in danger of collapse; and
  - d. The building's current condition is vacant and unfit for human habitation, occupancy, or use under Goshen City Code.

**The Board ultimately concluded that the building was unsafe and should be demolished.**



**19) Unsafe Building Compliance Hearing for property at 213 Crescent Street (Midwest Leasing LLC, property owner)**

**BACKGROUND:**

In a memorandum dated Jan. 3, 2025, **Assistant City Attorney Don Shuler** wrote that an unsafe building compliance hearing was scheduled Jan. 9, 2025 for the property located at 215 Crescent Street.

Attached to the Board meeting packet was the Record of Action and Continuous Enforcement Order issued by the Board of Public Works and Safety on Sept. 12, 2024, requiring demolition of the unsafe building on the property.

**Shuler** wrote that the hearing was scheduled at the request of the Building Commissioner as it was determined there was non-compliance with the Board's Order. The Building Commissioner's Order scheduling the compliance hearing was also attached.

**Shuler** advised the Board to conduct a hearing by receiving evidence and arguments from the Building Department, the property owner, and any other individual who wishes to speak to the property. After receiving evidence and at the conclusion of the hearing, the Board could do any of the following actions:

1. Confirm compliance if evidence is presented that the demolition of the unsafe structure has been completed;
2. Confirm non-compliance and authorize the Building Commissioner to proceed with demolition or other remedial action or a civil action, as permitted by the Indiana Unsafe Building Law;
3. Issue a civil penalty in an amount not to exceed \$5,000.00 if the Board finds there has been a willful failure to comply with Order; or
4. Any other action permitted by law to resolve the unsafe conditions on the property.

In taking any of these actions, **Shuler** wrote that the Board should make specific findings to support its action

**According to a Record of Action and Continuing Enforcement Order, the Board concluded the following on Sept. 12, 2024:**

1. The City of Goshen Building Commissioner issued an order on August 2, 2024 (hereinafter the "Order"), concerning the property located at 213 Crescent Street, Goshen, Indiana, and more particularly described in Exhibit A (hereinafter the "Real Estate"). The Order made findings that the vacant residential structure at the Real Estate was an unsafe building and required demolition of said building and removal of all demolition remains, trash, and debris on the Real Estate and return of the site to natural grade, all of said work to be completed within forty-five (45) days.
2. The Building Commissioner, in his Order, determined that the building at the Real Estate was unsafe under I.C. § 36-7-9-4(a)(2), (4), (5), and (6) due to the following conditions:
  - a. The vacant residential structure recently sustained a fire, causing significant damage, having burnt, charred members throughout the structure that are beyond repair;
  - b. The fire damage renders the building in danger of collapse; and
  - c. The building's current condition is vacant and unfit for human habitation, occupancy, or use under Goshen City Code.

**The Board ultimately concluded that the building was unsafe and should be demolished.**

**JAN. 9, 2025 BOARD DISCUSSION DURING PUBLIC HEARINGS FOR UNSAFE BUILDINGS AT 215 CRESCENT STREET & 213 CRESCENT STREET:**

**At 5:10 p.m., Mayor Leichty recessed the Board meeting and convened compliance hearings for properties at 215 Crescent Street and 213 Crescent Street.**

**Assistant City Attorney Don Shuler** said hearings were scheduled for the properties at 215 and 213 Crescent Street but due to conversations with the property owners, the hearings would be delayed until Feb. 13, 2025.





**Shuler** said both properties sustained fire damage last year and the Board ordered the buildings to be demolished. He said there was “no disagreement that the demolition needed to be done. It was just a matter of timing.”

**Shuler** said at the end of October, the attorney representing the property owner at 213 Crescent Street, had advised that they had their demolition permit pulled and had the meters removed, and they had ordered from NIPSCO the removal of the utility lines. He said NIPSCO advised that would take four to six weeks.

**Shuler** said scheduling today’s meeting was intended to keep the process moving forward. However, NIPSCO has yet to remove the utility lines and no demolition permit has been pulled for 215 Crescent Street, although it has no meters and the property has been vacant for a long time. He added that the two property owners have also been discussing who was legally responsible for the fire and liable for the demolition.

**Shuler** said he wanted to continue today’s hearing for four or five weeks to resolve the remaining issues. He suggested the demolition orders be reviewed by the Board on Feb. 13, 2025.

**Mayor Leichty** thanked **Shuler** for the update.

**There was no action taken at this time.**

**However, after consideration and passage of agenda item #20, Mayor’s Office request: Approve 2025 Board of Public Works & Safety meeting schedule, there was continued discussion about the properties at 215 and 213 Crescent Street.**

**Common Council member Matt Schrock** asked if he could comment on the two properties on Crescent Street. In the past he said he has been contacted by neighbors about these two homes, which burned in June 2024. He said he understood the hearing was delayed until February but there was still no date for the demolition.

**Councilor Schrock** said, “I’m just here speaking on the behalf of the people that live in that area. I mean, it’s been since June, and those houses haven’t been touched.” He said he understood this was because of inaction by NIPSCO ... “so, I just want everybody to keep that in mind that the people that live there still have to drive by there. The people that live across the street still have to look at that every day. So, the sooner the better.”

**Mayor Leichty** thanked **Councilor Schrock** for his comments. She asked **City Director of Public Works & Utilities Dustin Sailor** if any pressure that could be applied to NIPSCO to accelerate their work. **Sailor** responded, “Not that I’m aware of. You can make a phone call, but we have no control.”

**Shuler** said if the property owners don’t demolish the properties, the City could go through the bidding process and accomplish the demolition on its own. He said, “But again, because of the liability issues, that dispute between the property owners, we decided not to go down that road.”

**Shuler** continued, In communications with property owners yesterday, I was advised that there was not significant movement in terms of them, doing everything that they can do in their power to get this demolition happen. The recommendation from the Building Department at that Feb. 13th hearing would be for the Board to issue a civil penalty up to \$5,000.

“That’s the kind of lever that we have to push on or pull on, to try to create some action. So, the hope is that gets them there. They know that that’s hanging over their head. That’s what the recommendations is going to be. Obviously, that doesn’t necessarily do anything on NIPSCO’s end, but they’ve both represented me that they’re going to be harassing NIPSCO to try to get that part of it addressed,” **Shuler** said.

**Mayor Leichty** asked **Shuler** to address the City’s potential liability if it forced a demolition while the property owners are engaged in a dispute over legal liability. **Shuler** said, “One property owner blames the other property owner for the fire, and so if we go in and demolish it on our own, depending on the type of civil case or lawsuit being filed which has been discussed, then it’s a possibility that we’re taking an action that may involve destroying some of the evidence that would be relied on in terms of establishing that (liability). So, it’s just trying to avoid putting the City in that type of position.”



**Mayor Leichty** asked **Councilor Schrock** if this information would help him in responding to constituents. – that the City doesn't want to incur additional risk by forcing demolition. **Councilor Schrock** said it might help.

**Mayor Leichty** said the City wants to alleviate this blight, but want to do it in a way that protects the City as well. She said, "This Board has been very willing to take assertive steps with landlords who are not addressing the needs of their properties, and I anticipate that that will continue to happen. So, just if you can reassure your constituents that we're taking blight very seriously."

**Clerk-Treasurer Aguirre** asked **Shuler** if there needed to be motions to continue today's hearings to Feb. 13, 2025.

**Shuler** responded, "Since it's been on the agenda, if you want to have a record of it, it would be appropriate for the Board to go ahead and make a motion. Typically, our offices sends out notices to the properties owners underneath the statute of when the continued hearings are, but a lot of times where we have done that It's actually been set for a hearing officially, or got officially placed on your agenda, because we usually wait to set it to your agenda until the week before. So, I think that would be appropriate."

**Nichols/Swartley** then made a motion to continue both hearings for the properties at 213 Crescent Street and 215 Crescent Street to Feb. 13. The motion passed 5-0.

**20) Mayor's Office request: Approve 2025 Board of Public Works & Safety meeting schedule**

**Mayor Leichty** presented the Board's meeting schedule for 2025 (**EXHIBIT #2**). There were no questions.

**Nichols/Swartley** made a motion to approve the Board's meeting calendar for 2025. The motion passed 5-0.

**APPROVAL OF CIVIL & UTILITY CLAIMS**

**Mayor Leichty** then moved to approve Civil City and Utility claims and adjourn the meeting. Board member **Nichols** seconded the motion. The motion passed 5-0.

**ADJOURNMENT**

**Mayor Leichty** adjourned the meeting at 5:22 p.m.

**EXHIBIT #1:** *A four-page memorandum with photographs, dated Jan. 9, 2025, by City Project Manager Andrew Lund explaining the City Engineering Department's perspective on the AJA Partners request to permanently place a trash dumpster in the public parking lot behind The Famous Building, 203 South Main Street.*

**EXHIBIT #2:** *2025 Board of Public Works & Safety meeting schedule, which was approved at the Jan. 9 meeting.*

**APPROVED:**

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**Mayor Gina Leichty**



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**Mike Landis, Member**

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**Orv Myers, Member**

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**Mary Nichols, Member**

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**Barb Swartley, Member**

**ATTEST:**

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**Richard R. Aguirre, Clerk-Treasurer**



**BOARD OF PUBLIC WORKS & SAFETY & STORMWATER BOARD**  
**MINUTES OF THE JANUARY 16, 2025 REGULAR MEETING**  
*Convened in the Goshen Police & Court Building, 111 East Jefferson St., Goshen, Indiana*

**Present:** Mayor Gina Leichy, Mike Landis, Orv Myers and Mary Nichols

**Absent:** Barb Swartley

**Call To Order:** Mayor Leichy called the meeting to order at 4:00 p.m.

**Review/Approve Agenda:** Mayor Leichy presented the agenda as prepared by Clerk-Treasurer Aguirre. Board member Mike Landis made a motion to approve the agenda as presented. Board member Mary Nichols seconded the motion. The motion passed 4-0.

**Privilege of the Floor (opportunity for public comment for matters not on the agenda):**  
Mayor Leichy opened Privilege of the Floor at 4:00 p.m. There were no public comments.

**Approval of Civil City and Utility Claims**

Mayor Leichy/Board member Landis moved to approve Civil City and Utility claims and adjourn the meeting. Motion passed 4-0.

**Adjournment**

Mayor Leichy then adjourned the meeting, at 4:01 p.m.

**NOTE:** No audience members were present at the Board 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 two days before the meeting at City Hall and immediately outside the meeting place.

**APPROVED:**

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Mayor Gina Leichy



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**Mike Landis, Member**

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**Orv Myers, Member**

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**Mary Nichols, Member**

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**Barb Swartley, Member**

**ATTEST:**

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**Richard R. Aguirre, Clerk-Treasurer**



January 23, 2025

To: The Goshen Board of Public Works and Safety  
The Goshen Street Department

From: The Goshen Historical Society

On February 10, 2025, we will be having insulation installed above our second floor ceiling by AirTite Insulation, 2249 LWE, Goshen.

They want to have the five parking spaces in front of the museum at 124 S. Main St. blocked off for their trucks and equipment from 6:00 am to 5:00 pm on that Monday.

Thank You

**Ron Hoke, Executive Director**  
museum@goshenhistorical.org  
574-975-0033

January 27, 2025

Dana Miller Building Solutions, Inc.  
1013 S. 12<sup>th</sup> Street  
Goshen, IN 46526

Mr. Aguirre,

We are planning a construction project at 916. S. 8<sup>th</sup> Street that involves converting an existing garage into a dwelling unit with a studio apartment on the second floor. We request inclusion on the upcoming Board of Works agenda for the January 30, 2025 meeting to address two items as follows:

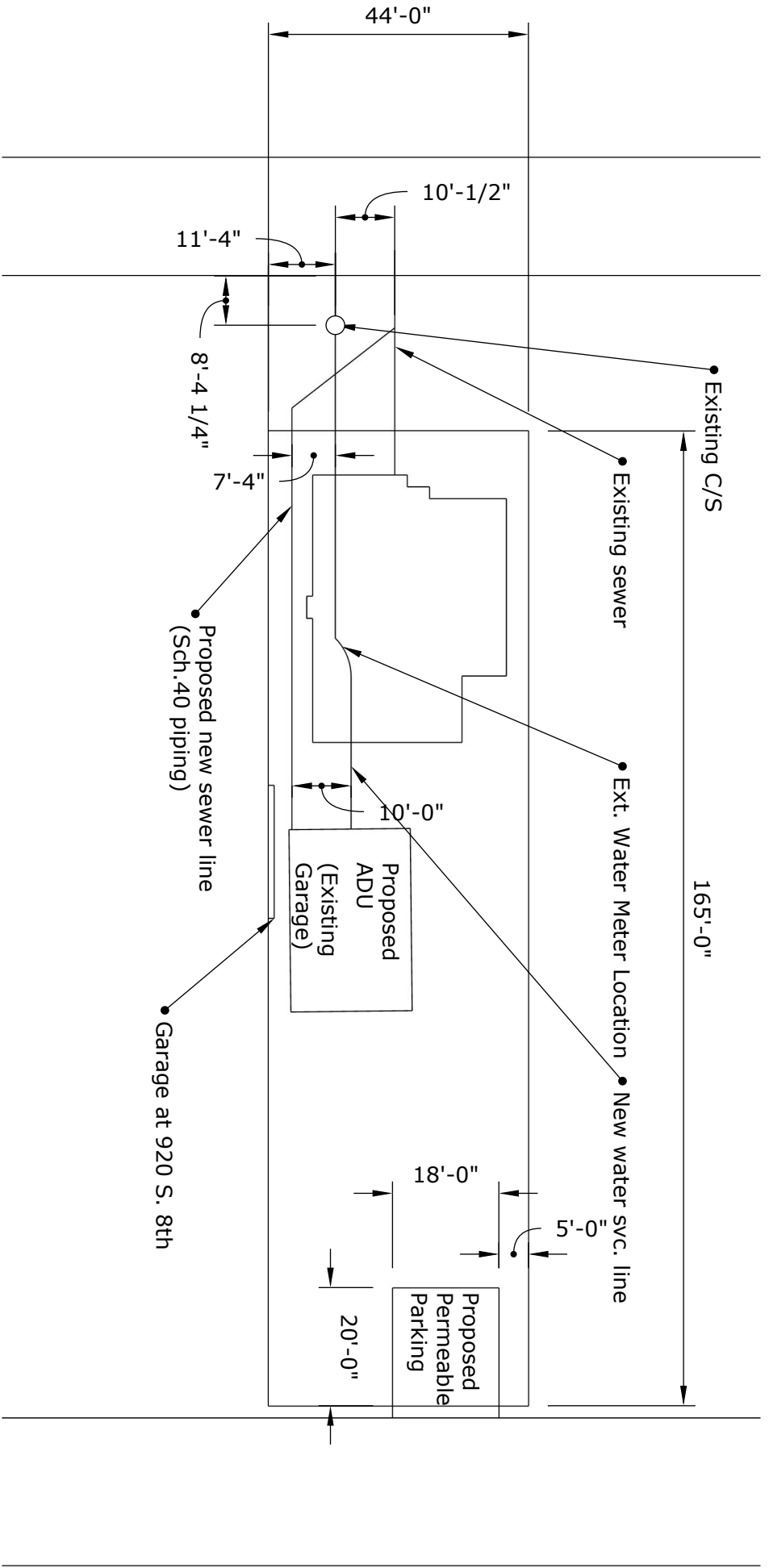
- 1) Making a connection to the city sewer in the right of way where the sewer line is closer than 10', but greater than 5' from the water main. This has engineering department support.
- 2) We are requesting permission for a gravel parking area where hard surface is required for reasons of cost and lowered carbon emissions for the project. This does not have support of the engineering department support, though no rationale was provided.

Please see attached site plan with water, sewer and parking information.

Sincerely,

Nathan Mateer Rempel  
Ownership Team  
DMBS, Inc.  
574-238-4604  
nathanmateerrempel@gmail.com

916 S. 8th Street  
Site Plan  
Water, Sewer Parking  
01/23/2025





**CITY OF GOSHEN LEGAL DEPARTMENT**

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

Phone (574) 537-3820 • Fax (574) 533-8626 • TDD (574) 534-3185  
[www.goshenindiana.org](http://www.goshenindiana.org)

January 30, 2025

To: Goshen Board of Public Works and Safety

From: Shannon Marks

Subject: Resolution 2025-02 - Service Delivery Agreement for 2025 Elkhart County Drug-Free Community Funds

Resolution 2025-02 approves the terms and conditions of a Service Delivery Agreement between the Board of Commissioners of the County of Elkhart and the Goshen Police Department for 2025 Elkhart County Drug-Free Community Funds and authorizes the Mayor to execute the agreement on behalf of the City. The Police Department was awarded \$6,800 in grant funding that will be used for the purchase of specialized binoculars.

Suggested Motion:

Move to pass and adopt Resolution 2025-02, Service Delivery Agreement for 2024 Elkhart County Drug-Free Community Funds.

**GOSHEN BOARD OF PUBLIC WORKS AND SAFETY  
RESOLUTION 2025-02**

**SERVICE DELIVERY AGREEMENT  
FOR 2025 ELKHART COUNTY DRUG-FREE COMMUNITY FUNDS**

WHEREAS the Goshen Police Department was awarded \$6,800 in grant funding from the Elkhart County Drug-Free Community Fund to be used for the purchase of specialized binoculars.

NOW, THEREFORE, BE IT RESOLVED that the Goshen Board of Public Works and Safety approves the terms and conditions of the Service Delivery Agreement between the County of Elkhart and Goshen Police Department for the 2025 Elkhart County Drug-Free Community Funds, a copy of which is attached to and made a part of this resolution.

BE IT FURTHER RESOLVED that the Mayor is authorized to execute the Service Delivery Agreement on behalf of the Goshen Police Department, Goshen Board of Public Works and Safety and the City of Goshen.

PASSED by the Goshen Board of Public Works and Safety on \_\_\_\_\_, 2025.

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

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

\_\_\_\_\_  
Orv Myers, Member

\_\_\_\_\_  
Michael A. Landis, Member

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



## EXHIBIT A

### SERVICE DELIVERY AGREEMENT

In consideration of a grant award from the Board of Commissioners of the County of Elkhart, Indiana ("County") for program: "**Goshen Police Department**" in the sum of **\$6,800** from the Elkhart County Drug Free Community Fund (DFCF) in 2025, the undersigned **Goshen Police Department** ("Grantee") hereby agrees as follows:

1. This Agreement shall be effective January 1, 2025 and shall remain in effect through December 31, 2025.
2. Grantee agrees to comply with all terms and provisions of this Agreement and to perform service delivery in accordance with and pursuant to the terms of its approved **Application for Funds to the DFCF**. Grantee's approved Application for Funds will remain on file at Commissioners office as well as the Elkhart County Drug Free Partnership (ECDFP) office for reference and implementation purposes. This can be accessed at grantee's request. Any substantive proposed changes shall be subject to the prior written approval of the ECDFP and the County.
3. The schedule of distribution of funds to the Grantee shall be paid quarterly or as determined by the ECDFP and the County.
4. Equipment purchases shall be paid upon submission of a copy of an invoice and a claim for the cost of purchased equipment. Reimbursement shall be distributed on a one-time lump sum basis. All other disbursements will be made by County upon timely receipt of reports and correct and timely claim forms.
5. Grantee hereby certifies that services afforded hereunder will provide a continuation of existing programming or new or expanded programming and not a duplication of services already available in the community as determined by ECDFP and the County. To the extent that licenses, certifications, permits, and other authorizations are required by applicable law in order to provide the services under this Agreement, Grantee warrants and represents that it currently possesses such licenses, certifications, permits, and authorizations, and will continue to maintain such throughout the term of this Agreement.
6. Grantee recognizes and acknowledges that any release of funds pursuant to this Agreement shall be subject to the approval of the County upon recommendation of the ECDFP pursuant to properly executed and completed Claim Forms and the submission of mid-year and quarterly reports.
7. Grantee agrees that all information concerning the DFCF generated by itself, received by another source, or provided by the County shall be maintained in a confidential manner and released only in accordance with the requirements of law or when an appropriate Release of Information is in place and executed by all necessary parties, all in accordance with Indiana Code § 5-14-3 et seq.
8. Grantee shall defend, indemnify, and hold harmless the County from and against any and all claims, demands, actions, liabilities, damages or costs related to Grantee's service delivery as well as an act of omission of Grantee carrying out its activities under this Agreement.
9. Pursuant to Indiana Code §22-9-1-10, Grantee and its subcontractors, if any, shall not discriminate against any employee or applicant for employment in the performance of this Agreement with respect to their hire, tenure, terms, conditions, or privileges of employment or any matter directly or indirectly related to employment because of race, age, color, religion, sex, disability, national origin, ancestry, or status as a veteran. Breach of this covenant may be considered as a breach of this Agreement.
10. Grantee agrees to maintain a drug-free workplace and agrees to submit written notice to County within ten (10) days after receiving actual notice of any Grantee personnel being convicted of a criminal drug violation occurring in Grantee's workplace. It is further agreed that should Grantee fail to comply in good faith with the terms of this paragraph, such failure shall constitute a material breach of this Agreement.
11. Grantee certifies that, except for de minimis and non-systematic violations, it has not violated the terms of I.C. 24-4.7, I.C. 24-5-12, or I.C. 24-5-14 in the previous three hundred sixty-five (365) days, even if I.C. 24-4.7 is preempted by federal law and that Grantee will not violate the terms of I.C. 24-4.7 for the duration of this Agreement, even if I.C. 24-4.7 is preempted by federal law. Grantee further certifies that any affiliate or principal of Grantee and any agent acting on behalf of Grantee or on behalf of any affiliate or principal of Grantee, except for de minimis and non-systematic violation, has not violated the terms of

I.C. 24-4.7 in the previous three hundred sixty-five (365) days, even if I.C. 24-4.7 is preempted by federal law and will not violate the terms of I.C. 24-4.7 for the duration of this Agreement, even if I.C. 24-4.7 is preempted by federal law.

12. Except for compensation for services or reimbursement of expenses, Grantee represents and certifies that no employee of Grantee derives nor shall derive personal or financial benefit for himself or herself or any individual with whom he or she has a family or business relationship. Violation of this paragraph shall constitute a material breach of this Agreement.
13. Grantee agrees to provide a quarterly report and a final close-out report, as the case may be, on the status of its service delivery under this Agreement and Grantee's Application for Funds. The reports shall be submitted to the County Administrator and the ECDFP Coordinator on or before April 10, 2025; July 10, 2025; October 10, 2025; and January 10, 2026. At any time during normal business hours, grantee shall make available to the ECDFP and the County or designated representative for examination of its records with respect to the matters covered by this Agreement and will permit the ECDFP and County to audit, examine, and make excerpts of transcripts of such records, and to make audits of all grants, invoices, materials, payrolls, and other data relating to the matters covered by this Agreement.
14. In the event of any violation of this Agreement, including a failure to perform, County shall have the right and option to terminate this Agreement upon written notice to ECDFP.
15. Grantee shall not assign or transfer any interest in this Agreement nor subcontract any services required by this Agreement without the prior written consent of County. This Agreement shall be binding upon the Grantee and its successors and assigns. This Agreement shall insure to the benefit of the County and its successors and assigns.
16. Programs failing to utilize all funds by **December 31<sup>st</sup>, 2025** must petition the ECDFP Board of Directors for permission to use them beyond that date. All granted funds must be used by no later than **March 31, 2026**. Failure to submit by this deadline will result in any unclaimed amounts being returned to the DFCF general fund. Grantee at that point forfeits its right to access any unclaimed amounts.
17. Grantee agrees to make a reasonable effort to promote the ECDFP by including references to it in its promotional and marketing activities of the funded program.
18. Grantee agrees to have an identified representative of the funded program attend a minimum of three (3) ECDFP general membership meetings. Grantee also agrees to have identified representative join at least one ECDFP committee (treatment, prevention, criminal justice) and attend at least 50% of that committee's meetings.
19. IN WITNESS WHEREOF, Grantee has entered into the executed this Service Delivery Agreement on the date set forth below.

GRANTEE:  
Goshen Police Department  
111 E. Jefferson St  
Goshen, IN 46526

Gina M. Leichy  
Printed Name of Grantee's Authorized Agent

Signature of Authorized Agent:

Mayor, City of Goshen

Title  
January 30, 2025

Date

GRANTOR: BOARD OF COMMISSIONERS  
OF THE COUNTY OF  
ELKHART, INDIANA

By Jhoscho

Title Executive Director, Elkhart County Drug-Free Partnership

Date January 17, 2025



**CITY OF GOSHEN LEGAL DEPARTMENT**

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

Phone (574) 537-3820 • Fax (574) 537-3817 • TDD (574) 534-3185  
www.goshenindiana.org

January 30, 2025

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

**From:** Brandy L. Toms, Paralegal

**Subject:** Award Quote for the purchase of an updated digital radio system for the Street Department and approve and authorize the purchase agreement with Emergency Radio Systems (ERS).

The City solicited sealed bids for the purchase of an updated digital radio system for the Street Department in accordance with Indiana Code § 5-22-8-3.

Below is a summary of the bids submitted:

Vendor	Item	Total Bid Price
J&K Communications	Radio System	\$180,596.35
Emergency Radio Services (ERS)	Radio System	\$ 77,316.04

It is recommended that ERS be awarded the contact for the purchase of an updated digital radio system for the Street Department as the lowest responsible and responsive bidder.

**Suggested motions:**

1. Move to award the quote for the purchase of an updated digital radio system for the Street Department to Emergency Radio Systems (ERS) as the lowest responsible and responsive bidder.
2. Move to approve and authorize Mayor Leichy to execute the Agreement with Emergency Radio Systems (ERS) for the purchase of an updated digital radio system for the Street Department at a cost of \$77,316.04.

**PURCHASE CONTRACT  
FOR UHF DIGITAL RADIO SYSTEM  
FOR CITY STREET DEPARTMENT**

THIS PURCHASE CONTRACT (“Contract”) is entered into on \_\_\_\_\_, 2025, which is the date of the last signature set forth on the signature page, by and between **Emergency Radio Systems, LLC** (“Supplier”), whose mailing address is 592 W. Perry Road, Ligonier, Indiana 46767, and **City of Goshen, Indiana** (“City”), a municipal corporation and political subdivision of the State of Indiana acting through the Goshen Board of Public Works and Safety.

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

**1. Component Parts of this Contract.**

- (A) This Contract shall include these terms and conditions, as well as the terms and conditions set forth in the following documents:
- (1) City of Goshen, Indiana Specifications and Contract Documents for the purchase of Supplies set forth in the heading above.
  - (2) Contractor’s Proposal as submitted to City, including all submittals and attachments prepared by Supplier.
  - (3) Amendments that may be subsequently executed by City and Supplier.

The above documents are specifically incorporated into this Contract by reference.

- (B) Any inconsistency or ambiguity in this Contract shall be resolved by giving precedence in the following order:
- (1) This Contract, and any Amendments;
  - (2) The Specifications and Contract Documents; and
  - (3) Contractor’s Proposal.

**2. Purchase.**

- (A) Supplier agrees to provide City all UHF Digital Radio System equipment, software, supplies, accessories and installation needed for the Goshen Street Department (“Supplies”). Unless specifically modified by this Contract, the Supplies provided shall conform strictly to the Specifications and Contract Documents.

**3. Effective Date; Delivery.**

- (A) The Contract shall become effective on the day of execution and approval by the Goshen Board of Public Works and Safety and Supplier.
- (B) Supplier shall deliver Supplies to City within 120 days after the effective date of this Contract.
- (C) The Supplies shall be delivered Monday-Friday, excluding City holidays, during regular business hours unless other prior arrangements are made. Delivery shall be made FOB Destination to:

City of Goshen Street Department  
Attention: David Gibbs  
475 Steury Ave  
Goshen, IN 46528

4. **Compensation.**

(A) City shall pay Supplier for the purchase of Supplies under this Contract based on the established unit prices for the item(s) as set forth in Contractor's Proposal, a copy of which is attached to this Contract. Total compensation, prior to any amendment(s), is the following:

**Total Bid:** **\$77,316.04**

(B) Payment to Supplier will be based on the unit prices for the item(s) and the actual number of units purchased where applicable. Adjustments to the actual number of units for an item purchased and resulting compensation will be done by written amendment.

5. **Payment.**

(A) City shall pay Supplier upon receipt of a detailed invoice for Supplies delivered in accordance with the Specifications and Contract Documents and accepted by City.

(B) Supplier shall submit to City a detailed invoice for the Supplies to the following address, or at such other address as City may designate in writing:

City of Goshen  
c/o Goshen Street Department  
Attention: David Gibbs  
475 Steury Ave  
Goshen, IN 46528  
Email is also acceptable at [davidgibbs@goshencity.com](mailto:davidgibbs@goshencity.com).

(C) Provided there is no dispute on amounts due, payment will be made to Supplier within forty-five (45) days following City's receipt of a detailed invoice. If any dispute arises, the undisputed amount will be paid. Payment is deemed to be made on the date of mailing the check.

(D) Any payment made by City shall not affect the obligation of Supplier to repair or replace any defective parts.

(E) Supplier is required to have a current W-9 form on file with the Goshen Clerk-Treasurer's Office before City will issue payment to Supplier.

6. **Risk of Loss.** Supplier shall be liable for all risk of loss for the Supplies until delivered to and accepted by City.

7. **Materials and Workmanship; Inspection.**

(A) All products, materials, components, equipment, supplies or workmanship provided under this Contract shall be as specified in the detailed specifications of these Specifications and Contract Documents, be of the best grade and free of defects, and subject to the City's observation, inspection and testing.

(B) City shall have the right to reject materials and/or workmanship and require the correction or replacement of products, materials, components, equipment, supplies or workmanship which are defective or do not conform to the requirements of the detailed specifications in these Specifications and Contract Documents. Supplier shall correct, at Supplier's expense, any defects, omissions or nonconformance after written notice from City.

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



8. **Warranty.**

- (A) Supplier shall warrant all Supplies furnished under this Contract to be new, free from faults and defects, and to conform to the requirements of the detailed specifications in these Specifications and Contract Documents.
- (B) This warranty period shall be as specified in the detailed specifications, or if no warranty period is specified, the warranty period shall be at least two (2) years or the manufacturer's standard warranty, whichever is longer, commencing upon delivery and acceptance of the Supplies by City. City shall notify Supplier if the Supplies fail to meet the warranty, and Supplier agrees to correct, repair or replace without delay and at Supplier's expense, the Supplies which are defective or do not conform to the requirements of the detailed specifications provided that such correction, repair or replacement is not required because of accident, neglect, or misuse. Prior to the expiration of the warranty period, whenever Supplies are shipped for a correction, repair or replacement purpose, Supplier shall bear all cost of such shipment including, but not limited to, cost of packing, shipping, transportation, and insurance. All replacements shall be covered by a new, equivalent warranty.
- (C) Supplier shall warranty all portable/mobile radios for a minimum of five (5) years for essential repair and software update plans.

9. **Independent Contractor.** Supplier shall operate as a separate entity and independent contractor of the City of Goshen. As such, Supplier understands that City will not carry worker's compensation or any other insurance on Supplier and/or Supplier's employees, agents or subcontractors. Supplier is solely responsible for compliance with all federal, state and local laws regarding reporting of compensation earned and payment of taxes. Any employees, agents or subcontractors of Supplier shall be under the sole and exclusive direction and control of Supplier and shall not be considered employees, agents or subcontractors of City. Neither party will assume liability for any injury (including death) to any persons, or damage to any property, arising out of the acts or omissions of the agents, employees or subcontractors of the other party.

10. **Non-Discrimination.** Pursuant to Indiana Code § 22-9-1-10 and Civil Rights Act of 1964, Contractor and its subcontractors, if any, shall not discriminate against any employee or applicant for employment to be employed in the performance of this Contract, with respect to hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of race, religion, color, sex, disability, national origin, or ancestry. Breach of this covenant may be regarded as a material breach of this Contract.

11. **Default.**

- (A) If Supplier fails to deliver the Supplies or otherwise comply with the provisions of this Contract, then Supplier may be considered in default.
- (B) It shall be mutually agreed that if Supplier fails to deliver the Supplies or otherwise 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 ten (10) days in which Supplier 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 Supplies in any manner deemed proper by the City, and Supplier shall be liable to the City for any excess costs incurred
- (C) Supplier may also be considered in default by the City if any of the following occur: (1) there is a substantive breach by Supplier of any obligation or duty owed under the provisions of this Contract; (2) Supplier is adjudged bankrupt or makes an assignment for the benefit of creditors; (3) Supplier becomes insolvent or in an unsound financial condition so as to endanger performance under the Contract; (4) Supplier 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 Supplier or any of Supplier's property; (6) Supplier is determined to be in violation of federal, state, or local laws or regulations and that such determination renders

Supplier unable to complete the Contract; or (7) the Contract or any right, monies or claims are assigned by Supplier without the consent of the City.

12. **Termination.**

- (A) The Contract may be terminated in whole or in part, at any time, by mutual written consent of both parties.
- (B) City may terminate this Contract, in whole or in part, in the event of default by Supplier.
- (C) Supplier shall be paid for all Supplies delivered prior to notice of termination, but in no case shall payment made to Supplier exceed the original Contract price. No price increase shall be allowed on individual items if canceled only in part.
- (D) The rights and remedies of the parties under this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

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

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

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

16. **Applicable Laws.** Contractor agrees to comply with all applicable federal, state, and local laws, rules, regulations and ordinances, and all contractual provisions required to be included in this Contract are incorporated by reference.

17. **Miscellaneous.**

- (A) Any provision of this Contract or incorporated documents shall be interpreted in such a way that they are consistent with all provisions required by law to be inserted into the Contract.
- (B) In the event of a conflict between these documents and applicable laws, rules, regulations or ordinances, the most stringent or legally binding requirement shall govern.
- (C) These documents 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.
- (D) In the event legal action is brought to enforce or interpret the terms and conditions of these documents, the prevailing party of such action shall be entitled to recover all costs of that action, including reasonable attorneys' fees.

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

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

**City:**

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

**Supplier:**

Emergency Radio Service, LLC  
Attention: Paul Allen, Account Manger  
592 W. Perry Road  
Ligonier, IN 46767  
Email: paul.allen@erswireless.com

- 20. **Binding Effect.** All provisions, covenants, terms and conditions of this Contract apply to and bind the parties and their legal heirs, representatives, successors and assigns.
- 21. **Authority to Execute.** The undersigned affirm that all steps have been taken to authorize execution of this Contract, and upon the undersigned’s execution, bind their respective organizations to the terms of the Contract.

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

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

**Emergency Radio Service, LLC**

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

\_\_\_\_\_  
Paul Allen, Account Manager

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

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

**CONTRACTOR'S PROPOSAL**  
**FOR**  
**CITY OF GOSHEN, INDIANA**  
**Purchase of A UHF Digital Radio System for Street Department**

A Contractor responding to and submitting a bid to the City of Goshen for the above referenced purchase shall complete this proposal form in its entirety. A sealed proposal must be submitted in accordance with the Instructions and all contractual terms and conditions that are included in the Specifications and Contract Documents. A proposal must be filed with the Goshen Board of Public Works and Safety by the date and time as indicated in the Notice to Bidders. All proposals received will be opened in public and read aloud by the Goshen Board of Public Works and Safety.

**PART 1 – CONTRACTOR INFORMATION**

Contractor Name: Emergency Radio Service, LLC dba ERS Wireless

Street Address: 592 W Perry Rd

City: Ligonier State: IN Zip Code: 46767

Mailing Address (if different): PO Box 110

City: Ligonier State: IN Zip Code: 46767

Contact Person: Paul Allen Title: Acct Mgr

Telephone Number: 574-485-4944

Fax Number: 574-294-2276

Email Address: paul.allen@erswireless.com

**PART 2 – PROPOSED CONTRACT PRICE**

Contractor proposes to provide the following Supplies in accordance with the Specifications and Contract Documents, including any incidentals, based on established unit prices for the item(s) listed below. The quantities for each item stated on the proposal form are estimates only. The sum of the items are as follows:

**UHF DIGITAL RADIO SYSTEM**

<b>QTY</b>	<b>Dispatch Consoles/Software Package</b>	<b>Exception</b>
4	Dispatch Consoles (Installation of existing, or compatible software onto main computers)	
	System shall be compatible with TRBOnet Enterprise, City's existing software package.	
	<b>Option 1: If not compatible with TRBOnet Enterprise, provide price of compatible software package</b>	
40	Radio licenses assigned to the city for the software	
	1-year software upgrades	
	<b>Digital Portable/ Mobile Radios</b>	
30	Portable radios with minimum UHF frequency range 380 - 470 MHz	
	Portable radios to include UHF Antenna, belt clip, GPS for tracking /reporting, digital display, standard buttons (numeric buttons not necessary) battery and charger	
	Portable radios shall include an accessory dust cover and adaptable compact speaker microphone with clip	
1	Mobile radio with minimum UHF frequency 380-470 MHz	
	Mobile radio to include a low-profile mounting bracket and compact microphone	
	<b>UHF Repeater</b>	
1	UHF Repeater (minimum frequency range of 400-470 MHz)	
1	Duplexer UHF (435 - 470 MHz)	
1	Preselector UHF (350 - 470 MHz)	
1	Circulator UHF (403 - 470 MHz)	
	Interface with existing antenna system.	
	<b>Option 2: If current antenna is incompatible, provide pricing for compatible antenna</b>	
	Confirm adequate surge protection with existing antenna system and provide additional grounding if needed.	
	Capability of continuous duty cycle operation	
	<b>Installation</b>	
	The supplier shall install the entirety of the new system, and remove all old equipment, which will remain with the City of Goshen Street Department	
	<b>Programming</b>	
	The supplier shall provide all programming required to ensure the digital radio system's optimal usage.	
	<b>System Testing</b>	
	Upon completion of installation of the digital radio system, Supplier shall test the entire system including all equipment and software to ensure optimal operations.	
	<b>Training</b>	
	The supplier shall provide training at the city's Street Department for a maximum of five (5) individuals. The training shall provide a complete understanding to operate the system that shall include the software, dispatch, console, and radios.	
	<b>Warranty and Service</b>	
	The supplier shall provide a two (2) year warranty on the digital radio system. Supplier's on-site response for service shall occur within twenty-four hours from receipt of notice from the city.	
	Portable/mobile radios shall include a minimum of 5-year essential repair and software update plans	







**PART 6 – NEPOTISM DISCLOSURE**

For the purpose of complying with Indiana Code § 36-1-21, identify below whether:

Contractor IS NOT a relative of a City of Goshen elected official.

\_\_\_\_ Contractor IS a relative of a City of Goshen elected official. This includes an individual who 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. Please specify the relative(s) below:

Name of elected official: \_\_\_\_\_

Relationship to Contractor: \_\_\_\_\_

**PART 7 – INVESTMENT ACTIVITIES IN IRAN**

In accordance with Indiana Code § 5-22-16.5, et seq, by submitting this proposal and signing Part 9, Contractor certifies the following:

Contractor IS NOT engaged in investment activities in Iran as further defined in Indiana Code § 5-22-16.5-8.

\_\_\_\_ Contractor IS engaged in investment activities in Iran as further defined in Indiana Code § 5-22-16.5-8.

**PART 8 – NON-COLLUSION AFFIRMATION**

Pursuant to Indiana Code § 5-22-16-6, by submitting this proposal and signing Part 9, the Contractor affirms under the penalties for perjury, that: (1) the Contractor has not entered into a combination or agreement (A) relative to the price to be offered by a person; (B) to prevent a person from making an offer; or (C) to induce a person to refrain from making an offer; and (2) the Contractor's offer is made without reference to any other offer.

**PART 9 – OTHER REQUIRED SUBMITTALS**

Contractor confirms that the following are attached to this Proposal:

Descriptive literature, if any.

\_\_\_\_ If proposal is submitted by a trust, identify the beneficiary of the trust and each settlor empowered to revoke or modify the trust.

\_\_\_\_ Bid security, if required.





4515 S High School Rd  
Indianapolis, IN 46241

(800) 735-2989

[www.erswireless.com](http://www.erswireless.com)



# GOSHEN STREET DEPARTMENT GOSHEN INDIANA

## MOTOROLA RADIO SYSTEM

Prepared specifically for:

**Dave Gibbs**



**Paul Allen**  
Government Accounts Manager  
[paul.allen@erswireless.com](mailto:paul.allen@erswireless.com)  
(574) 485-4944

**Steve Dhondt**  
Government Accounts Sales Manager  
[steve.dhondt@erswireless.com](mailto:steve.dhondt@erswireless.com)  
(317) 416-4531



4515 S High School Rd  
Indianapolis, IN 46241

(800) 735-2989

www.erswireless.com



David Gibbs  
Goshen Streets Department

January 22, 2025

ERS Wireless is pleased to present this budgetary proposal for the Goshen Streets Department Motorola Radio System project as proposed.

This proposal details 5 components:

1. 30 – MOTOTRBO R7 Portable two-way Radios
2. 1 – MOTOTRBO XPR 5550e Mobile two-way Radios
3. 1 - MOTOTRBO SLR 8000 Repeater
4. TRBOnet software support and updates
5. TRBOnet GPS for portables

Thank you for your partnership and consideration. If you have questions or need any further clarification, please contact me anytime.

Sincerely,

*Paul Allen*

**Paul Allen**  
Government Accounts Manager  
Paul.allen@erswireless.com  
(574) 485-4944



4515 S High School Rd  
Indianapolis, IN 46241

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## About ERS Wireless

Every day is an opportunity to do things better and for over 70 years, we have been helping businesses and public safety agencies implement wireless communication systems that help them keep staff connected, raise productivity, streamline operations, and improve overall performance.

Emergency Radio Service, LLC. (d/b/a ERS Wireless) is a technology services company with expertise in wireless voice, data, and video solutions. Since 1948, we have been meeting the mission-critical requirements of public safety, public service, government, and enterprise customers.

The ERS Wireless company purpose is, "helping people communicate to improve the public's safety and efficiency through the effective integration of wireless technology". Whether it's helping a public safety agency equip the public servants that put their lives on the line to protect our families, or a school that needs campus-wide connectivity to ensure the safety of students, a shopping center that needs to ensure they have a secure wireless network or a manufacturer who wants key personnel available at the touch of a button- ERS Wireless has a keen ability to listen to a customers' unique needs and develop a solution using innovation and wireless communications technology.

As a Motorola Solutions Channel Partner and Motorola Solutions Premier Service Partner, we offer the full line of Motorola Solutions wireless voice, data, and video products and the services to support those products. ERS Wireless has Indiana offices in Bloomington, Columbus, Elkhart, Evansville, Fort Wayne, Indianapolis, Kokomo, and Ligonier as well as Kentucky offices in Lexington and Louisville, and an Illinois office in Itasca.

Our qualifications include:

- **Better Business Bureau Accredited Business**
- **Motorola Solutions Channel Partner**
- **Motorola Solutions Manufacturer Representative**
- **Motorola Solutions Federal Agent**
- **Motorola Solutions Select Systems Channel Partner**
- **Motorola Solutions Premier Service Partner**
- **Certified Service Center (CSC)**
- **OSHA-10 Certified Technicians**
- **CET Certified Technicians**
- **FCC Licensing Specialists on Staff**

Emergency Radio Service also offers tower site acquisition, tower construction and maintenance services throughout the United States. Learn more about our tower services at [www.mission1communications.com](http://www.mission1communications.com).



4515 S High School Rd  
Indianapolis, IN 46241

(800) 735-2989

[www.erswireless.com](http://www.erswireless.com)



## ERS Wireless Locations

To better serve our customers, ERS Wireless can be found at 8 locations throughout the State of Indiana and 2 in Kentucky. Our offices are staffed with manufacturer-trained technicians and ample inventory to ensure fast, accurate service. In addition, we have over 25 equipped service vans to go on-site to perform service work. Our normal business hours are 8 a.m.-5 p.m. Monday-Friday; however we do have after-hours technicians available should a service issue arise.

The ERS Wireless location primarily serving the Goshen Streets Department is in Elkhart Indiana:

**ERS WIRELESS  
ELKHART OFFICE  
57678 Co Rd 3  
Elkhart, IN  
(574) 293-0615**

The ERS Wireless Fort Wayne location may also be considered, as a means of secondary service for the Goshen Streets Department:

**ERS WIRELESS  
FORT WAYNE OFFICE  
4410 Earth Dr.  
Fort Wayne, IN  
(260) 747-0584**



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## Component 1 – MOTOTRBO R7 Portable two-way Radios

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MOTOTRBO™ R7 offers game-changing audio capabilities in a rugged, future-ready device. Its advanced audio processing ensures that your communications are loud and clear, while its rugged construction is ready for harsh environments, and advanced connectivity options get your workforce ready for tomorrow.



### Standard Package Includes:

- For ENABLED Models, IMPRES Li-Ion IP68 2850T
- IMPRES™ Single-Unit Charger CEC Compliant
- VHF, UHF, or 800/900 Antenna
- 2 Inch Belt Clip
- Accessory Dust Cover
- 5 Year Essential Repair and Software



# MOTOTRBO™ R7 portable two-way radios

MOTOTRBO R7 digital portable radios offer game-changing audio capabilities in a rugged, dependable and connected device. Its advanced audio processing ensures that your communications are loud and clear, while its rugged construction is ready for the toughest environments.



## Key features

- VHF, UHF, 800/900 MHz
- Wi-Fi 2.4/5.0 GHz
- WPA3 Wi-Fi security protocol compliant
- Bluetooth 5.2
- Digital and analog signaling
- 2.4" 320 x 240 px. QVGA display
- Modern, intuitive user experience
- Full suite of accessories
- Sleek and ergonomic form factor
- Automatic Acoustic Feedback Suppression
- Adaptive Dual Microphone Noise Cancellation
- AI-trained Noise Suppression
- Intelligent Audio
- IMPRES™ technology
- Programmable loudness up to 107 phons
- Wideband speaker and microphones
- Simple audio configuration
- Up to 28 hours of battery life<sup>1</sup>
- IP68 (waterproof up to 2 meters for 2 hours)
- IP66 (concentrated water jet pressure)
- Intrinsically safe option (UL TIA-4950)
- Disinfectant and decontamination substance resistant housing<sup>2</sup>
- Robust and corrosion-proof side connector
- Rugged to MIL-STD 810
- 5 years of hardware repair, technical support and software updates with optional add-ons for enhanced cover

# Specifications

## GENERAL SPECIFICATIONS

R7 FULL KEYPAD MODEL (FKP)				R7 NO KEYPAD MODEL (NKP)		
Band	VHF	UHF	800/900 MHz	VHF	UHF	800/900 MHz
Frequency	136-174 MHz	400-527 MHz	806-825 MHz, 851-870 MHz, 896-902 MHz, 935-941 MHz	136-174 MHz	400-527 MHz	806-825 MHz, 851-870 MHz, 896-902 MHz, 935-941 MHz
High Power Output	5 W	4 W	2.5 W	5 W	4 W	2.5 W
Low Power Output	1 W					
Channel Spacing	12.5 kHz, 20 kHz <sup>6</sup> , 25 kHz <sup>6</sup>					
Channel Capacity	1,000 Channels			64 Channels		
Display	2.4" 320 x 240 px. QVGA display, with up to 10 lines of text			N/A		
FCC Description	AZ489FT7144	AZ489FT7143	AZ489FT7169	AZ489FT7144	AZ489FT7143	AZ489FT7169
IC Description	109U-89FT7144	109U-89FT7143	109U-89FT7169	109U-89FT7144	109U-89FT7143	109U-89FT7169
Power Supply (Nominal)	7.5 V					

### MOTOTRBO R7 WITH 2200 MAH SLIM IMPRES LI-ION BATTERY (PMNN4807)

Dimensions (H x W x D)	131.8 x 56 x 34.7 mm (5.2 x 2.2 x 1.4 in.)			131.8 x 56 x 31.3 mm (5.2 x 2.2 x 1.2 in.)		
Weight <sup>3</sup>	316 g (11 oz)			289 g (10 oz)		
Digital / Analog Battery Life <sup>1</sup>	20 / 15 hrs	19 / 14.5 hrs	19 / 15.5 hrs	20 / 15 hrs	19 / 14.5 hrs	19 / 15.5 hrs
Operating Temperature	-20 °C to 60 °C (-4 °F to 140 °F)					

### MOTOTRBO R7 WITH 2850 MAH IMPRES LI-ION BATTERY (PMNN4809)

Dimensions (H x W x D)	131.8 x 56 x 34.7 mm (5.2 x 2.2 x 1.4 in.)			131.8 x 56 x 31.3 mm (5.2 x 2.2 x 1.2 in.)		
Weight <sup>3</sup>	333 g (12 oz)			306 g (11 oz)		
Digital / Analog Battery Life <sup>1</sup>	26 / 19.5 hrs	25 / 19 hrs	25 / 20.5 hrs	26 / 19.5 hrs	25 / 19 hrs	25 / 20.5 hrs
Operating Temperature	-20 °C to 60 °C (-4 °F to 140 °F)					

### MOTOTRBO R7 WITH 3200 MAH HAZLOC IMPRES LI-ION BATTERY (PMNN4810)

Dimensions (H x W x D)	131.8 x 56 x 40.7 mm (5.2 x 2.2 x 1.6 in.)			131.8 x 56 x 37.3 mm (5.2 x 2.2 x 1.5 in.)		
Weight <sup>3</sup>	366 g (13 oz)			339 g (12 oz)		
Digital / Analog Battery Life <sup>1</sup>	29 / 22 hrs	28 / 21.5 hrs	27.5 / 22 hrs	29 / 22 hrs	28 / 21.5 hrs	27.5 / 22 hrs
Operating Temperature	-20 °C to 60 °C (-4 °F to 140 °F)					



# Specifications

## TRANSMITTER SPECIFICATIONS

Channel Spacing	12.5 kHz, 20 kHz <sup>6</sup> , 25 kHz <sup>6</sup>
4FSK Digital Modulation	<ul style="list-style-type: none"> <li>12.5 kHz Data Only: 7K60F1D &amp; 7K60FXD</li> <li>12.5 kHz Data &amp; Voice: 7K60F1E &amp; 7K60FXE</li> <li>Combination of 12.5 kHz Voice and Data: 7K60F1W</li> </ul>
Digital Protocol	<ul style="list-style-type: none"> <li>ETSI TS 102 361-1, -2, -3, -4</li> <li>DMR Tier II and DMR Tier III</li> </ul>
Conducted/Radiated Emissions (TIA603D)	<ul style="list-style-type: none"> <li>-36 dBm &lt; 1 GHz</li> <li>-30 dBm &gt; 1 GHz</li> </ul>
Adjacent Channel Power	<ul style="list-style-type: none"> <li>60 dB @ 12.5 kHz</li> <li>70 dB @ 20 kHz<sup>6</sup> / 25 kHz<sup>6</sup></li> </ul>
Frequency Stability	+/-0.5 ppm

## RECEIVER SPECIFICATIONS

Analog Sensitivity (12dB SINAD)	0.16 µV (0.21µV for 800/900 MHz model)
Digital Sensitivity (5% BER)	0.14 µV (0.18µV for 800/900 MHz model)
Intermodulation (TIA603D)	70 dB
Adjacent Channel Selectivity, (TIA603A)-1T	<ul style="list-style-type: none"> <li>60 dB @ 12.5 kHz</li> <li>70 dB @ 20 kHz<sup>6</sup> / 25 kHz<sup>6</sup></li> </ul>
Adjacent Channel Selectivity, (TIA603D)-2T	<ul style="list-style-type: none"> <li>45 dB @ 12.5 kHz</li> <li>70 dB @ 20 kHz<sup>6</sup> / 25 kHz<sup>6</sup></li> </ul>
Spurious Rejection (TIA603D)	70 dB

## GNSS SPECIFICATIONS

Constellation Support	GPS, GLONASS, BEIDOU, GALILEO
Time To First Fix, Cold Start	≤ 60 seconds
Time To First Fix, Hot Start	≤10 seconds
Horizontal Accuracy	< 5 meters

## WI-FI SPECIFICATIONS

Frequency Range	2.4 GHz, 5 GHz
Standards Supported	Wi-Fi 5 / IEEE 802.11a/b/g/n/ac
Security Protocol Supported	WPA-3, WPA-2
Maximum Number of SSIDs	128 (64 for NKP Models)

## HAZLOC CERTIFICATION

ANSI/TIA 4950 and CAN/CSA C22.2 No. 157-92 as intrinsically safe for use in Class I, II, III, Division 1, Groups C, D, E, F, G, Division 2, Groups A, B, C, D

## SERVICE COVERAGE

Included: Hardware repair, technical support, software updates and premium features (5 years)

Optional: Accidental damage (5 years)

## BLUETOOTH SPECIFICATIONS

Version	5.2
Range	Class 2, 10 m (33 ft)
Supported Profiles	Bluetooth Headset Profile (HSP), Serial Port Profile (SPP), Personal Area Network (PAN), Generic Attributes (GATT), In-door location (Bluetooth LE Passive Scanning)
Simultaneous Connections	1 audio accessory and up to 4 data devices

## AUDIO SPECIFICATIONS

Digital Vocoder Type	AMBE+2
Audio Response (TIA603D)	+1, -3 dB
Audio Output Power (Rated/Max)	1 W / 3 W
Audio Distortion at Rated Audio	≤1.5%
Maximum Speech Loudness by Default (ISO5326)	102 phon @ 30 cm
Maximum Programmable Speech Loudness (Extra Loud Mode, Level 3)	107 phon @ 30 cm
Hum and Noise	<ul style="list-style-type: none"> <li>-40 dB @ 12.5 kHz</li> <li>-45 dB @ 20 kHz<sup>6</sup> / 25 kHz<sup>6</sup></li> </ul>
Conducted Spurious Emissions (TIA603D)	-57 dBm

## ENVIRONMENTAL SPECIFICATIONS

Operating Temperature <sup>4</sup>	-30 °C to 60 °C (-22 °F to 140 °F)
Storage Temperature	-40 °C to 85 °C (-40 °F to 185 °F)
Thermal Shock	Per MIL-STD
Humidity	Per MIL-STD
Electrostatic Discharge	IEC 61000-4-2 Level 4
Dust and Water Intrusion	IP68 (Submersion up to 2m, 2hrs) IP66 for high pressure-water resistance per IEC 60529
Salt Fog	5% NaCl for 8 hrs at 35 °C, 16 hrs standing
Packaging Test	MIL-STD 810D and E

## MILITARY STANDARDS (MIL-STD 810)

	MIL-STD 810C		MIL-STD 810D		MIL-STD 810E		MIL-STD 810F		MIL-STD 810G		MIL-STD 810H	
	METHOD	PROCEDURE	METHOD	PROCEDURE	METHOD	PROCEDURE	METHOD	PROCEDURE	METHOD	PROCEDURE	METHOD	PROCEDURE
Low Pressure	500.1	I	500.2	II	500.3	II	500.4	II	500.6	II	500.6	II
High Temp	501.1	I, II	501.2	I/A1, II/A1	501.3	I/A1, II/A1	501.4	I/Hot, II/Hot	501.6	I/A1, II/A1	501.7	I/A1, II/A1
Low Temp	502.1	I	502.2	I, II	502.3	I, II	502.4	I, II	502.6	I, II	502.7	I, II
Temp Shock	503.1	I	503.2	A1/C3	503.3	A1/C3	503.4	I	503.6	I-C	503.7	I-C
Solar Radiation	505.1	II	505.2	I/A1	505.3	I/A1	505.4	I/A1	505.6	I/A1	505.7	I/A1
Rain	506.1	I, II	506.2	I, II	506.3	I, II	506.4	I, III	506.6	I, III	506.6	I, III
Humidity	507.1	II	507.2	II	507.3	II	507.4	-	507.6	II/Aggravated	507.6	II/Aggravated
Salt Fog	509.1	I	509.2	I	509.3	I	509.4	-	509.6	-	509.7	-
Blowing Dust & Sand	510.1	I/-	510.2	I, II	510.3	I, II	510.4	I, II	510.6	I, II	510.7	I, II
Vibration	514.2	VIII/CatF, XI	514.3	I/Cat10, II/Cat3	514.4	I/Cat10, III/Cat3	514.5	I/Cat24, II/Cat5	514.7	I/Cat24, II/Cat5	514.8	I/Cat24, II/Cat5
Shock	516.2	I, II	516.3	I, IV	516.4	I, IV	516.5	I, IV	516.7	I, IV	516.8	I, IV
Contamination by Fluids <sup>9</sup>									504.2	II	504.3	2.2.6 b



# Feature Comparison

R7 is available with full keypad and no keypad versions.

	R7 FULL KEYPAD	R7 NO KEYPAD
<b>GENERAL</b>		
VHF 5 W, UHF 4 W, 800/900 MHz 2.5 W	⊗	⊗
Full Keypad	⊗	-
Color Screen	⊗	-
Analog and Digital	⊗	⊗
Voice and Data	⊗	⊗
Integrated Wi-Fi	○	○
Canned Text Messaging	⊗	⊗
Freeform Text Messaging	⊗	-
Text to Speech	○	○
Work Order Ticketing	⊗	-
Indoor Location Tracking	○	○
Event-Driven Location Update <sup>1</sup>	⊗	⊗
Outdoor Location Tracking	○	○
Bluetooth Audio	○	○
Bluetooth Data	○	○
Voice Announcement	⊗	⊗
Home Channel Reminder	⊗	⊗
Late Entry	⊗	⊗
Priority Scan	⊗	⊗
Real-Time Clock	⊗	⊗
Audio Recording/Playback	○	○
Secure Linux Operating System	⊗	⊗
M-Radio Control App	○	○
<b>AUDIO</b>		
Intelligent Audio in Analog and Digital	⊗	⊗
IMPRES Audio	⊗	⊗
Received Audio Leveling	⊗	⊗
Automatic Acoustic Feedback Suppressor	⊗	⊗
Microphone Distortion Control	⊗	⊗
User-Selectable Audio Profile	⊗	⊗
Trill Enhancement	⊗	⊗
AI-trained Noise Suppression	⊗	⊗
Advanced Dual Microphone Noise Cancellation <sup>2</sup>	⊗	⊗
Single Microphone Noise Cancellation	-	-
<b>SYSTEMS</b>		
Dual Capacity Direct Mode	⊗	⊗
Conventional	⊗	⊗
IP Site Connect	⊗	⊗
Capacity Plus Single/Multi Site	○	○
Capacity Max	○	○

	R7 FULL KEYPAD	R7 NO KEYPAD
<b>MANAGEMENT</b>		
CPS 2.0 and Radio Management	⊗	⊗
Over-the-Air Programming (via DMR)	⊗	⊗
Over-the-Air Software Update (via Wi-Fi)	⊗	⊗
IMPRES Energy	○	○
IMPRES Battery Management	○	○
Over-the-Air Battery Management	○	○
<b>SAFETY</b>		
Emergency Button	⊗	⊗
Man Down / Fail Alert	○	○
Lone Worker	⊗	⊗
IP68 (waterproof up to 2 meters for 2 hours)	⊗	⊗
IP66 (concentrated water jet pressure)	⊗	⊗
Rugged to MIL-STD 810	⊗	⊗
Disinfectant / Decontamination Resistant <sup>3</sup>	⊗	⊗
Sensor Integration	○	○
Integrated Accelerometer	⊗	⊗
Basic Privacy	⊗	⊗
Enhanced Privacy	○	○
AES256 encryption	○	○
Transmit Interrupt	○	○
Digital Emergency	⊗	⊗
Emergency Search Tone	⊗	⊗
Remote Monitor	⊗	⊗
Radio Disable / Enable	⊗	⊗
Secure Processor	⊗	⊗
Digital Certificates	⊗	⊗
<b>CUSTOMIZATION</b>		
GCAI-Mini Accessory Port	⊗	⊗
6 Programmable Buttons	⊗	-
4 Programmable Buttons	-	⊗
Day/Night Screen Mode	⊗	-
Action List	⊗	-
Label Recess	⊗	⊗
Option Board (requires aftermarket installation)	○	○

⊗ Included ○ Optional - Not Included

<sup>1</sup> Typical battery life, 5/5/90 profile at maximum transmitter power with GNSS, Bluetooth, Wi-Fi and Option Board applications disabled. Actual observed runtimes may vary.

<sup>2</sup> Please refer to the MOTOTRBO R7 user manual for a list of approved disinfectants and decontamination substances.

<sup>3</sup> Radio weight information is exclusive of General Option Board and antenna.

<sup>4</sup> Radio only. Battery minimum operating temperature -20 °C.

<sup>5</sup> Noise suppression method differs between accessories.

<sup>6</sup> 20/25 kHz channels not available in USA.

<sup>7</sup> Requires GNSS (Global Navigation Satellite System) support to be enabled.

To learn more, visit: [www.motorolasolutions.com](http://www.motorolasolutions.com)



These models available in Motorola Solutions NA region only. Availability varies and is subject to individual country law and regulations. All specifications shown are typical unless otherwise stated and are subject to change without notice.

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## **Component 2 – MOTOTRBO XPR 5550e Mobile Radio**

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XPR 5000e Series provides voice, data and advanced features for efficient operation for skilled professionals who refuse to compromise.



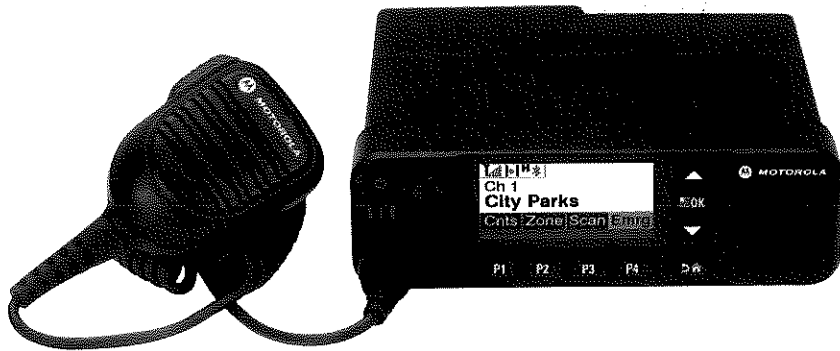
### **Standard Package Includes:**

- Compact Microphone
- Low Profile Bracket
- 10 ft Power Cable
- Radio Operation Quick Reference Cards and Safety Manual with Quick Reference Guides
- 5 Year Essential Repair and Software Standard Package Includes:



# MOTOTRBO™ XPR™ 5000e SERIES

YOU'RE COMPLETELY CONNECTED



With this dynamic evolution of MOTOTRBO digital two-way radios, you're better connected, safer and more productive. The XPR 5000e Series is designed for the skilled professional who refuses to compromise. With high performance integrated voice and data, and advanced features for efficient operation, these next-generation radios deliver complete connectivity to your organization.

## CONNECTED

The MOTOTRBO XPR 5000e Series is a family of DMR-standard digital radios that delivers operations-critical voice and data communications. Bluetooth® audio lets you talk without wires, integrated Wi-Fi® enables remote software updates, and indoor and outdoor location-tracking capabilities give you total visibility of your resources. With support for trunking as well as legacy analog technology, you can keep your organization connected as it grows.

## SAFE

Safeguard your staff with responsive push-to-talk technology. The quick access buttons on XPR 5000e Series radios can summon help with one touch, using

Transmit Interrupt to clear a channel when necessary. A range of safe driving accessories allow your workers to communicate hands-free, and Text-to-Speech technology helps your drivers keep their eyes on the road.

## PRODUCTIVE

Text messaging and Work Order Ticketing simplify complex communications, and data capabilities support advanced applications. Featuring a high power audio amplifier, these radios deliver loud, clear speech, with background noise cancellation for better intelligibility. XPR 5000e Series radios are also ideal as a dispatch solution, with desktop microphones and a rugged, durable design for everyday use.

### WHAT'S NEW IN THESE NEXT GENERATION RADIOS

• Bluetooth® audio  
• Wi-Fi®  
• Location tracking  
• Push-to-talk  
• Text-to-Speech

**PRODUCT DATA SHEET**  
**MOTOTRBO™ XPR™ 5000e SERIES**  
**DIGITAL TWO-WAY RADIOS**



	Alphanumeric Model				Numeric Model			
Model Number	XPR 5550e			XPR 5580e	XPR 5350e			XPR 5380e
Band	VHF	UHF Band 1	UHF Band 2	800/900	VHF	UHF Band 1	UHF Band 2	800/900
<b>GENERAL SPECIFICATIONS</b>								
Frequency	136-174 MHz	403-470 MHz	450-512 MHz	806-825 MHz, 851-870 MHz, 896-902 MHz, 935-941 MHz	136-174 MHz	403-470 MHz	450-512 MHz	806-825 MHz, 851-870 MHz, 896-902 MHz, 935-941 MHz
Low Power Output	1-25 W	1-25 W	–	–	1-25 W	1-25 W	–	–
High Power Output	25-45 W	25-40 W	1-40 W	10-35 W (800) 10-30 W (900)	25-45 W	25-40 W	1-40 W	10-35 W (800) 10-30 W (900)
Channel Spacing	12.5, 25* kHz							
Channel Capacity	1000				32			
Dimensions (H x W x D)	2.1 x 6.9 x 8.1 in (53 x 175 x 206 mm)							
Weight	3.9 lb (1.8 kg)							
FCC Description (Low Power)	AZ492FT7082	AZ492FT7080	–	–	AZ492FT7082	AZ492FT7080	–	–
FCC Description (High Power)	ABZ99FT3087	AZ492FT7079	AZ492FT7076	AZ492FT7083	AZ492FT7081	AZ492FT7079	AZ492FT7076	AZ492FT7083
IC Description (Low Power)	109U-92FT7082	109U-92FT7080	–	–	109U-92FT7082	109U-92FT7080	–	–
IC Description (High Power)	109U-92FT7080	109U-92FT7079	109U-92FT7076	109U-92FT7083	109U-92FT7081	109U-92FT7079	109U-92FT7076	109U-92FT7083
Power Supply (Nominal)	12 V							
Max Current Drain, Standby	0.8 A							
Max Current Drain, Receive	2 A							
Transmit Current Draw, Low Power	11 A							
Transmit Current Draw, High Power	14.5 A	14.5 A	14.5 A	12 A	14.5 A	14.5 A	14.5 A	12 A





**PRODUCT DATA SHEET**  
**MOTOTRBO™ XPR™ 5000e SERIES**  
**DIGITAL TWO-WAY RADIOS**

**ALL MODELS**

**TRANSMITTER SPECIFICATIONS**

Channel Spacing	12.5, 25* kHz
4FSK Digital Modulation	12.5 kHz Data: 7K60F1D and 7K60FXD, 12.5 kHz Voice: 7K60F1E and 7K60FXE, Combination of 12.5 kHz Voice and Data: 7K60F1W
Digital Protocol	ETS1 TS 102 361**
Conducted/Radiated Emissions (TIA603D)	-36 dBm < 1 GHz, -30 dBm > 1 GHz
Adjacent Channel Power	60 dB (12.5 kHz channel), 70 dB (25* kHz channel)
Frequency Stability	± 0.5 ppm

**RECEIVER SPECIFICATIONS**

Analog Sensitivity (12dB SINAD)	0.22 µV
Digital Sensitivity (5% BER)	0.19 µV
Intermodulation (TIA603D)	70 dB
Adjacent Channel Selectivity, (TIA603A)-1T	60 dB (12.5 kHz channel), 70 dB (25* kHz channel)
Adjacent Channel Selectivity, (TIA603D)-2T	45 dB (12.5 kHz channel), 70 dB (25* kHz channel)
Spurious Rejection (TIA603D)	70 dB

**AUDIO SPECIFICATIONS**

Digital Vocoder Type	AMBE+2™
Audio Response	TIA603D
Rated Audio	3 W (internal speaker) 7.5 W (external 8 ohm speaker) 13 W (external 4 ohm speaker)
Audio Distortion at Rated Audio	3%
Hum and Noise	-40 dB (12.5 kHz channel), -45 dB (25* kHz channel)
Conducted Spurious Emissions (TIA603D)	-57 dBm

**BLUETOOTH SPECIFICATIONS**

Version	4.0
Range	Class 2, 33 ft (10 m)
Supported Profiles	Bluetooth Headset Profile (HSP), Serial Port Profile (SPP), Motorola fast push-to-talk.
Simultaneous Connections	1 x audio accessory and 1 x data device
Permanent Discoverable Mode	Optional

**GNSS SPECIFICATIONS**

Constellation Support	GPS
Time To First Fix, Cold Start	< 60 s
Time To First Fix, Hot Start	< 10 s
Horizontal Accuracy	<16.5 ft (<5 m)

**Wi-Fi SPECIFICATIONS**

Standards Supported	IEEE 802.11b, 802.11g, 802.11n
Security Protocol Supported	WPA, WPA-2, WEP
Maximum Number of SSIDs	128 (64 for Numeric Models)

**ENVIRONMENTAL SPECIFICATIONS**

Operating Temperature	-22 °F to 140 °F (-30 °C to +60 °C)
Storage Temperature	-40 °F to 185 °F (-40 °C to +85 °C)
Electrostatic Discharge	IEC 61000-4-2 Level 4
Dust and Water Intrusion	IEC 60529 - IP54
Packaging Test	MIL-STD 810C, D, E, F, and G

**CONNECTION**

- VHF Band, 45 W
- UHF Band, 40 W
- 800/900 Band, 30 W
- 45, 40, 30 W Transmit Power
- Alphanumeric Model: Color Screen, 1000 Channels
- Numeric Model: Numeric Display, 32 Channels
- Analog and Digital
- Voice and Data
- Integrated Wi-Fi
- Canned Text Messaging
- Freeform Text Messaging (Requires Keypad Mic)
- Work Order Ticketing
- Indoor Location-Tracking
- Event-Driven Location Update
- Bluetooth Audio and Data
- Voice Announcement
- Text to Speech
- Option Board
- Home Channel Reminder

**AUDIO**

- Intelligent Audio
- IMPRES Audio
- Acoustic Feedback Suppressor
- Microphone Distortion Control
- User-Selectable Audio Profiles
- Trill Enhancement

**PERSONALIZATION**

- Wide Range of Accessories
- 4 Programmable Buttons

**MANAGEMENT**

- Radio Management
- Over-the-Air Software Update

**SAFETY**

- Lone Worker
- Basic Privacy
- Enhanced Privacy
- Transmit Interrupt
- Digital Emergency
- Emergency Search Tone
- Remote Monitor
- Radio Disable / Enable
- Waterproof to IP54
- Rugged to MIL-STD 810

**SYSTEMS**

- Dual Capacity Direct Mode
- Conventional
- [IP Site Connect](#)
- [Capacity Plus \(Single and Multi-site\)](#)
- [Capacity Max](#)
- [Connect Plus](#)

• Optional

**NOTES**

\*25 kHz channels not available in USA  
 \*\*DMR Operation Mode | Tier II / III  
 Specifications are subject to change without notice. All specifications shown are typical values

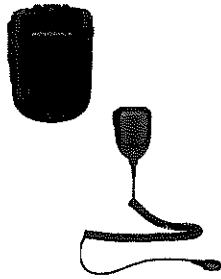
**MILITARY STANDARDS**

	MIL-STD 810C		MIL-STD 810D		MIL-STD 810E		MIL-STD 810F		MIL-STD 810G	
	METHOD	PROCEDURE	METHOD	PROCEDURE	METHOD	PROCEDURE	METHOD	PROCEDURE	METHOD	PROCEDURE
Low Pressure	500.1	I	500.2	II	500.3	II	500.4	II	500.5	II
High Temp	501.1	I, II	501.2	I/A1, II/A1	501.3	I/A1, II/A1	501.4	I/Hot, II/Hot	501.5	I/A1, II/A1
Low Temp	502.1	I	502.2	I/C3, II/C1	502.3	I/C3, II/C1	502.4	I/C3, II/C1	502.5	I/C3, II/C1
Temp Shock	503.1	I	503.2	A1/C3	503.3	A1/C3	503.4	I	503.5	I-C
Solar Radiation	505.1	II	505.2	I/Hot-Dry	505.3	I/Hot-Dry	505.4	I/Hot-Dry	505.5	I/A1
Rain	506.1	I, II	506.2	I, II	506.3	I, II	506.4	I, III	506.5	I, III
Humidity	507.1	II	507.2	II/Hot-Humid	507.3	II/Hot-Humid	507.4	-	507.5	I/Hot-Humid
Salt Fog	509.1	I	509.2	I	509.3	I	509.4	-	509.5	-
Dust	510.1	I, II	510.2	I, II	510.3	I, II	510.4	I, II	510.5	I, II
Vibration	514.2	VIII/CatF/ CurveW, XI	514.3	I/Cat10, II/ Cat3	514.4	I/Cat10, III/ Cat3	514.5	I/Cat24, II/ Cat5	514.6	I/Cat24, II/ Cat5
Shock	516.2	I, II	516.3	I, IV	516.4	I, IV	516.5	I, IV	516.6	I, V, VI

**PRODUCT DATA SHEET**  
MOTOTRBO™ XPR™ 5000e SERIES  
DIGITAL TWO-WAY RADIOS

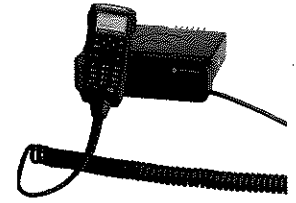
**LONG RANGE WIRELESS MOBILE MICROPHONE**

Designed for customers who depend on their high power mobile radio but must work outside of their vehicle, the Long Range Wireless Mobile Microphone keeps you connected and communicating up to 330 ft (100 m) from your vehicle. With instant touch pairing and in-vehicle charging cradles, you can maintain critical communications even on remote job sites.



**HANDHELD CONTROL HEAD**

When space is tight, and you need the flexibility to operate your radio from anywhere in the vehicle, opt for the Handheld Control Head. Its color screen, full keypad and extendable cord gives you complete control within 8 m (26 ft) of the radio.



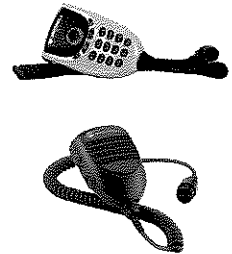
**BLUETOOTH AUDIO**

Improve the mobility of your work teams without wires getting tangled. Your delivery driver can sort through packages on the back of the delivery truck, your bus driver can check students in the back of the bus, and your limousine driver can open the door for their passengers and stay connected.



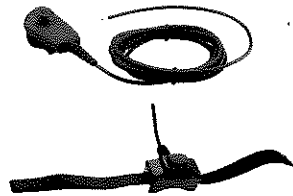
**CONNECT AND COORDINATE EFFORTLESSLY**

IMPRES™ Smart Audio accessories communicate with the radio to suppress ambient noise, improve voice intelligibility and amplify loudness. Choose from a range of standard and heavy duty microphones, with or without keypads and navigation buttons.



**INTERACT SAFELY WITHOUT DISTRACTIONS**

To help your drivers keep their eyes on the road, you can customize your installation with the IMPRES Visor Microphone and Remote Push-to-Talk.



For more details on XPR 5000e accessories, please download the [MOTOTRBO Professional Accessories Catalog](#).

To get connected with MOTOTRBO, please contact your local Motorola representative or visit [motorolasolutions.com/MOTOTRBO](http://motorolasolutions.com/MOTOTRBO)

Motorola Solutions, Inc. 1301 East Algonquin Road Schaumburg, Illinois 60196, U.S.A. 800-367-2346 [motorolasolutions.com](http://motorolasolutions.com)

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**MOTOTRBO™**  
DIGITAL REMASTERED.



4515 S High School Rd  
Indianapolis, IN 46241

(800) 735-2989

www.erswireless.com



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## Component 3 – MOTOTRBO SLR 8000 Repeater

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The MOTOTRBO SLR 8000 Repeater delivers high performance, high reliability two-way radio service, optimized for your workplace. With its small outline and high reliability, it's engineered for low cost of ownership. And with a huge leap forward in technology, it represents the next generation in repeaters.

Versatile and powerful, MOTOTRBO combines the best of two-way radio functionality with the latest digital technology. It integrates voice and data seamlessly, offers advanced features that are easy to use and delivers increased capacity to meet your communication needs from the field to the factory floor.

Whether you need the simplicity of a single site conventional system or the powerful trunking capabilities of Capacity Plus, Capacity Max or Connect Plus, the SLR 8000 delivers the power of digital two-way radio to your workforce.



### Proposed Equipment:

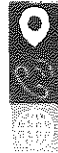
- 1 – SLR 8000 UHF Repeater
- 1 – Duplexer UHF (435-470MHz)
- 1 – Preselector UHF (350-470MHz)
- 1 – Circulator UHF (403-470MHZ)
- 1 – Wireline



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## Proposal Pricing

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### Pricing includes:

- Installation of TRBOnet updated software onto existing computers
- 40 radio licenses
- 30 R7 portable radios with accessories
- 1 XPR 5550e Mobile UHF radio
- 1 SLR 8000 UHF repeater with duplexer, preselector, and circulator
- Programing and Installation

**Total Project Cost: \$77,316.04**

- Above Pricing does not include any applicable taxes

### Project Payment Terms:

- 30% (\$0.00) Invoiced upon execution of signed contract
- 30% (\$0.00) Invoiced upon receipt of equipment & completion of system staging
- 40% (\$0.00) upon completion of testing and system functionality

### Recommended Alterative

ERS recommends that six donor radios that work in conjunction with TRBOnet software also be replaced. Along with a server refresh and TRBOnet Agent IP gateways be added. The price for this recommended equipment was not added to the proposal cost to stay in terms of the request to bid. This recommendation can be discussed at a later date if ERS is awarded the contract.

### Proposal Acceptance

#### Proposed good faith estimate for the Contract:

Signature below constiutes acceptance of the quotation and hereby authorizes ERS Wireless to proceed with ordering all components.

Proposed By:  
ERS Wireless

Acknowledged By:  
Goshen Street Department

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

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

Signature: *[Handwritten Signature]*

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

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

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

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

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



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## Terms and Conditions

**Terms.** Terms of payment are subject to the approval of Emergency Radio Service, LLC dba ERS Wireless hereinafter called ERS Wireless, credit department. Payment options: Cash with Order, Cash on Delivery or Net 30. Forms of payment include: Cash, Check, MasterCard, Visa or American Express.

**Damage or Claim Loss.** ERS Wireless responsibility for damage or loss in transit of goods purchased ceases upon delivery of the goods in good condition to the carrier and the buyer assumes all risk of damage and loss in transit. Claims for errors, deficiencies or imperfections shall not be considered unless made within ten (10) days after receipt of the goods against which claim is made. All claims must be made in writing and must expressly refer to the appropriate bill of lading and factory order numbers.

Any goods claimed defective shall be subject to inspection by ERS Wireless. Goods will not be taken back and repaired or replaced except by permission of ERS Wireless.

**Cancellations.** Orders placed with ERS Wireless may not be cancelled without the express written consent of ERS Wireless. Approved cancellations will be subject to; reimbursement of all ERS Wireless costs and associated with the order, including shipping and restocking charges.

**Product Changes.** In the interest of continuous product improvement ERS Wireless or any Manufacturers represented by ERS Wireless may fill orders with goods having improvements or changes that are not shown in ERS Wireless' price catalogs or printed matter.

**Warranty.** New equipment sold by ERS Wireless carries the Warranty of the manufacturer unless otherwise stated in the contract. These products must be properly installed, cared for, and operated under normal conditions, with competent supervision, and in accordance with the manufacturer's installation, operating and maintenance instructions.

ERS Wireless will not be responsible for performance deficiencies of the System caused by ancillary equipment, not furnished by ERS Wireless, attached to or used with the System provided hereunder. Additionally, ERS Wireless will not be responsible for System performance where the functionality is reduced for reasons beyond ERS Wireless' control including but not limited to i) the construction of a building that adversely affects the microwave path reliability or RF coverage; ii) the addition of additional frequencies at System sites that cause RF interference or intermodulation; iii) Customer changes to load usage and/or configuration outside the parameters originally specified; iv) any other act of parties who are beyond ERS Wireless' control, including Customer or its employees, contractors, consultants, or agents.

Replacement parts purchased from ERS Wireless are warranted for a period of 90 days from date of invoice against defects in material and workmanship. Parts furnished by ERS Wireless on a warranty basis are warranted only to the expiration date of the warranty of the product they are a part of.

This warranty supersedes and is in lieu of all other warranties express or implied, and no person, agent, or Representative is authorized to give any additional warranty on behalf of ERS Wireless or assume for ERS Wireless any other liability in connection with any supplied product.

No warranty is given in connection with used products and equipment, or products or equipment altered or rebuilt, without ERS Wireless' or the manufacturer's written approval, unless otherwise specified.

**General Indemnity.** ERS Wireless agrees to indemnify and hold Customer harmless from all liabilities which may accrue against Customer on account of direct physical damage to tangible property or personal injury to the extent the damage or injury is caused by ERS Wireless' negligence, the actions or negligent inactions of ERS Wireless, or that of its employees, subcontractors, or agents while on the Customer's premises during the delivery, installation, or testing of the Communications System pursuant to this Agreement.

ERS Wireless indemnification of Customer under this section will be the full extent of ERS Wireless' Indemnification of Customer from liabilities that are in any way related to ERS Wireless' performance under this Agreement.

**ERS Liability.** ERS Wireless will use its best efforts to fill all orders given and accepted but it shall not be responsible or liable for delays or defaults occasioned by strikes, fires, floods, differences with workmen, accidents, the exercise of governmental authority, inability to obtain, or shortage of, materials, fuel, labor or transportation, for any reason, and all causes unavoidable or beyond ERS Wireless' control. ERS Wireless will not be responsible for any consequential damages arising from the installation or lack of performance of the equipment supplied on the face of this order.

**Assignability.** This Agreement may not be assigned by either party without the prior consent of the other party except that ERS Wireless may assign the Agreement to any of its affiliates or its right to receive payment without the prior consent of Customer. No assignment will release the assigning party from its obligations hereunder.

**Title.** Title of goods shipped by ERS Wireless will remain its property until full payment is received. ERS Wireless reserves the right to repossess all goods and remove without legal process, and that any payments which may have been made on account of same shall be retained by ERS Wireless as liquidated damages without prejudice to its right of recovery of further damage it may suffer from any cause.

**Waiver.** ERS Wireless' failure to object to provisions contained in the customer's order or any other communications shall not be deemed a waiver of the terms or conditions hereof nor acceptance of such provisions. No representations or guarantees other than those contained herein shall be binding upon ERS Wireless unless in writing and signed by an authorized officer of ERS Wireless.

**Taxes.** Any taxes that may be imposed upon the sale of the goods covered by this agreement, whether by Federal, State or Local Government shall be paid by the buyer in addition to the specified purchase price.

**Proprietary Rights.** All plans, specifications, drawings, and engineering data devised or designed by ERS Wireless shall remain the exclusive property of ERS Wireless and shall not be reproduced or altered excepting upon the written consent of authorized representatives of ERS Wireless.

**Governing Law.** This agreement shall be construed in accordance with the laws of and shall be deemed to have been executed in Ligonier, Indiana, Noble County.



**Stormwater Department**

**CITY OF GOSHEN**

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

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

stormwater@goshencity.com • www.goshenindiana.org

## MEMORANDUM

TO: Board of Works and Public Safety

FROM: Stormwater Department

RE: **AGREEMENT FOR THE COMPLETION OF THE CONSTRUCTION PROJECT AT 115 BLACKPORT DR.**

DATE: January 30, 2025

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The Stormwater Department requests the approval of an Agreement for the Completion of Construction for the home at 115 Blackport Dr. has passed its final building inspection and the project is substantially complete except for; stabilization of 4,800 sq/ft of disturbed area, planting one large species of tree in the front yard, installation of a temporary gravel driveway, installation of a permanent cement driveway, and removal any gravel encroachment from neighboring property to the south and stabilization of this area. These final requirement cannot be completed at this time due to weather conditions.

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

The property owner Lloyd and Phyllis Yoder agree to complete all work by June 15, 2025. The expected cost of work is Four Thousand Dollars (\$4,000) and a surety check in that amount has been remitted to the Clerk-Treasurer's Office.

**Requested Motion: Approve and authorize the Board to execute the Agreement with Lloyd and Phyllis Yoder for the Completion of the residential project at 115 Blackport Dr.**





**AGREEMENT FOR THE COMPLETION  
OF THE CONSTRUCTION PROJECT**

THIS AGREEMENT is entered into on January 30, 2025, between the City of Goshen, Indiana, by and through the Goshen Board of Public Works and Safety, hereinafter referred to as "Goshen," and

Property Owner: Lloyd and Phyllis Yoder

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

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

No Builder

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

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

Site: 115 Blackport Drive, Goshen, Indiana, hereinafter referred to as "Site."

The construction project is substantially complete except for:

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

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

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

1. **WORK.** Permittee agrees to complete the following remaining item(s) of work, hereinafter referred to as "Work," as soon as conditions permit, but no later than June 15, 2025, unless an earlier date is specified below:

Permanently stabilize the Site which shall include grading, adding topsoil where needed, seeding and mulching of the grounds. This shall specifically include stabilization of approximately 4,800 square feet of disturbed area with seed and a temporary stabilization measure such as anchored mulch, hydromulch, or erosion control blankets. In addition, all adjacent and/or affected inlets shall be kept covered until the Site has been completely and permanently stabilized.

Plant all required landscaping at the Site according to the plan submitted to the Goshen Planning and Zoning Department. This shall include planting: One large tree species in front yard, with minimum 2 inch caliper at 1' above the ground

Install the hard surface driveway for the Site.

- Permittee agrees to install a temporary gravel driveway, and Goshen will permit the installation of the temporary gravel driveway until such time as the permanent hard surface driveway can be installed. The temporary gravel driveway shall be installed prior to occupancy of the building, but no later than February 14, 2025.
- Install the hard surface parking lot for the Site.
- Permittee agrees to install a temporary gravel parking lot, and Goshen will permit the installation of the temporary gravel parking lot until such time as the permanent hard surface parking lot can be installed. The temporary gravel parking lot shall be installed prior to occupancy of the building, but no later than \_\_\_\_\_, 20\_\_\_\_.
- Install all required parking lot striping for parking spaces at the Site.
- Install approximately \_\_\_\_\_ square feet of concrete sidewalk and/or curbing at or adjacent to the Site parallel to the following public street: \_\_\_\_\_
- Install approximately \_\_\_\_\_ of concrete sidewalk at the Site to the building entrance.
- Install the following certain parts or equipment at the Site: \_\_\_\_\_
- Other: Removal of any gravel encroachment from neighboring property to the south and seeding/stabilization of this area.

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

- Permittee agrees to provide Goshen a surety in the amount of Four Thousand Dollars (\$ 4,000.00) to guarantee the timely and proper completion of the Work under the terms of this agreement. The surety may be in the form of a surety bond, letter of credit, or cash bond, including a cashier's check or corporate check (which City Clerk-Treasurer will cash). The surety is to guarantee the timely and proper completion of the obligations under this agreement and is not intended for the benefit of any third party, including Permittee's contractors or subcontractors. Upon satisfactory completion of the Work, Goshen will release the surety. If the surety is in the form of cash or a check, the Permittee must have a current W-9 on file with the City Clerk-Treasurer so a check may be issued to refund the surety.

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

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

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

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

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

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

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

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

6. **SUBCONTRACTING OR ASSIGNMENT OF CONTRACT.** Permittee shall not subcontract or assign any right or interest under the agreement without having prior written approval from the Goshen Board of Public Works and Safety, provided, however, that Permittee shall be permitted to independently engage any contractors, subcontractors, or laborers to perform the Work, and such engagement shall not be considered to be an impermissible subcontracting or assignment by Permittee of any right or interest under this agreement. Except as provided herein, any attempt by Permittee to subcontract or assign any portion of the agreement shall not be construed to relieve Permittee from any responsibility to fulfill Permittee's obligations.
7. **AMENDMENTS.** Any modification or amendment to the terms and conditions of the agreement shall not be binding unless made in writing and signed by both parties and such modification is approved by the Goshen Board of Public Works and Safety. Any verbal representations or modifications concerning the agreement shall be of no force and effect.
8. **WAIVER OF RIGHTS.** No right conferred on either party under this agreement shall be deemed waived and no breach of this agreement excused unless such waiver or excuse shall be in writing and signed by the party claimed to have waived such right.

9. **NOTICES.** All written notices, properly addressed and sent by U.S. mail or delivered personally to the address provided below shall constitute sufficient notice whenever written notice is required for any purpose in this agreement. Notice will be considered given five (5) days after the notice is deposited in the U.S. mail or when received at the appropriate address.

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

Address for Permittee:

Property Owner: Lloyd & Phyllis Yoder  
605 Skyview Dr  
Middlebury, IN 46540

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

No Builder

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

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

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

11. **ATTORNEY FEES.** In the event legal action is brought to enforce or interpret the terms and conditions of this agreement, the non-prevailing party will pay all costs and expenses expended or incurred by the prevailing party, including reasonable attorneys' fees.

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

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

14. **ENTIRE AGREEMENT.** This agreement constitutes the entire agreement between the parties and supersedes all other agreements or understandings between Goshen and Permittee.

15. **AUTHORITY TO EXECUTE.** Each person executing this agreement represents that he or she is duly authorized and has legal authority to execute and deliver this agreement on behalf of the respective party, and upon execution and delivery of this agreement, bind the respective party to the terms and conditions of the agreement.

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

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

Property Owner:

Signature: *Woyd Yoder*  
Printed: Woyd Yoder  
Title (if any): \_\_\_\_\_  
Date: 1-27-25

Signature: *Phyllis Yoder*  
Printed: Phyllis Yoder  
Title (if any): \_\_\_\_\_  
Date: 1-27-25

Builder:

Signature: \_\_\_\_\_  
Printed: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**Goshen:**

\_\_\_\_\_  
Gina Leichty, Mayor  
Date: \_\_\_\_\_

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

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

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

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

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

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

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

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

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