



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

Regular Meeting Agenda

**4:00 p.m., April 24, 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:** April 17, 2025 Claims Approval Meeting

### **Approval of Agenda**

**1) Opening and reading of bids:** For the North Goshen Neighborhoods Water Line & Utility Improvements project and refer the bids to the Engineering Department.

**2) Legal Department request:** Approve and authorize the Mayor to execute the agreement with Grounds Guys for the maintenance of the downtown fountain for 2025 for \$1,960

**3) Legal Department request:** Approve the lease agreement with Horizon Educational Alliance Inc for the second floor of 124 E Washington St, and authorize the Mayor to execute it

**4) Legal Department request:** Approve and authorize the Mayor Leichty to execute the agreement with PropertyRoom.com for its Portables and Haul Away asset disposition services on an as-needed basis with all fees paid with proceeds of auctioned items

**5) Engineering Department request:** Approve the temporary closure of six parking spaces along the south side of Jefferson Street, between Fifth Street and the first alley to the east, from April 28 through Nov. 28, 2025, for use by the City annex's roofing contractor

**6) Engineering Department request:** Approve and authorize the Mayor to sign the indemnity agreement with Milestone Contractors, LP., for use of City real estate and right-of-way as a staging area during INDOT's State Road 15 bridge project

**7) Engineering Department request:** Approve and authorize the Mayor to sign the Agreement Amendment with Cultivate Geospatial for Professional Engineering On-Call Consulting Services for the Geographic Information System (GIS) and authorize the Mayor to sign Task Orders

**8) Engineering Department request:** Approve Change Order No. 6 for the County Courts Consolidated Roadway Improvements for a concrete color additive and the temporary epoxy striping that was installed, for \$12,994.86 increase



**Privilege of the Floor**

**Approval of Civil City and Utility Claims**

***Adjournment***



**BOARD OF PUBLIC WORKS & SAFETY & STORMWATER BOARD  
MINUTES OF THE APRIL 17, 2025 REGULAR MEETING**

*Convened in the Goshen Police & Court Building, 111 East Jefferson St., Goshen, Indiana*

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

**Absent:** None

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

**Review/Approve Minutes:** Mayor Leichty presented the minutes of the April 3, 2025 Regular Meetings as prepared by Clerk-Treasurer Aguirre. Board member Mary Nichols made a motion to approve the minutes as presented. Board member Orv Myers seconded the motion. The motion passed 5-0.

**Review/Approve Agenda:** Mayor Leichty presented the agenda as prepared by the Clerk-Treasurer. Board member Nichols made a motion to approve the agenda as presented. Board member Myers seconded the motion. The motion passed 5-0.

**Privilege of the Floor (opportunity for public comment for matters not on the agenda):**  
Mayor Leichty opened Privilege of the Floor at 4:01 p.m. There were no public comments.

**Approval of Civil City and Utility Claims**

Mayor Leichty/Board member Nichols moved to approve Civil City and Utility claims and adjourn the meeting. Motion passed 5-0.

**Adjournment**

Mayor Leichty then adjourned the meeting at 4:02 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 before the meeting at City Hall and immediately outside the meeting place.

**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



**Engineering Department  
CITY OF GOSHEN**

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

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

## MEMORANDUM

TO: Board of Public Works and Safety

FROM: Goshen Engineering

RE: **NORTH GOSHEN SERVICE LINES & UTILITY IMPROVEMENTS  
PROJECT NO. 2024-0029**

DATE: April 24, 2025

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The Clerk-Treasurer's Office has received bids from contractors today for the North Goshen Neighborhoods Water Line & Utility Improvements project and we are requesting that the Board of Public Works and Safety open these bids at today's meeting.

**Requested Motion:** Open bids received from Contractors for the North Goshen Neighborhoods Water Line & Utility Improvements project and read the Bid Total amount and refer the bids to the Engineering Department.



## **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)

April 24, 2025

To: Board of Public Works and Safety

From: Brandy L. Toms, Paralegal

Subject: Agreement with The Grounds Guys

It is recommended that the Board approve and authorize Mayor Leichty to execute the attached agreement with The Ground Guys for the maintenance of the downtown fountain for the 2025 season. The Grounds Guys will be paid \$1,960 for the services.

### **Suggested Motion:**

Approve and authorize Mayor Leichty to execute the agreement with Grounds Guys for the maintenance of the downtown fountain for the 2025 season at a cost of \$1,960.

## **AGREEMENT THE GROUNDS GUYS FOR 2025 FOUNTAIN MAINTENANCE**

THIS AGREEMENT is entered into on \_\_\_\_\_, 2025, which is the date of the last signature set forth on the signature page, by and between **The Gounds Guys** (“Contractor”), whose mailing address is 61236 County Road 21, Goshen, Indiana 46528, and **City of Goshen, Indiana** (“City”), a municipal corporation and political subdivision of the State of Indiana acting through the Goshen Board of Public Works and Safety.

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

### **Section 1.    Component Parts of this Agreement**

- (A)    This Agreement shall include these terms and conditions, as well as the terms and conditions set forth in the following documents:
  - (1)    City of Goshen’s Scope of Work, attached to this Agreement as Exhibit A.
  - (2)    Contractor’s estimate, EST3028377, dated March 13, 2025, attached to this Agreement as Exhibit B.
- (B)    Any inconsistency or ambiguity in this Contract shall be resolved by giving precedence in the following order:
  - (1)    This Agreement, and Amendments;
  - (2)    The Scope of Work; and
  - (3)    Contractor’s Proposal.

### **Section 2.    Scope of Services**

Contractor shall provide City the necessary services for the routine maintenance of the City’s fountain located on the southeast corner of S. Main Street and E. Washington Street, Downtown Goshen, for the 2025 season which services are more particularly described in Contractor’s estimate, EST3028377, dated March 13, 2025 attached as Exhibit A (hereinafter referred to as “Duties”).

### **Section 3.    Effective Date; Term**

- (A)    The agreement shall become effective on the day of execution and approval by both parties.
- (B)    This agreement shall be effective through and including December 31, 2025.

### **Section 4.    Compensation**

- (A)    City agrees to compensate Contractor the sum of One Thousand Nine Hundred Sixty Dollars (\$1,960) for performing all Duties.

## **Section 5.     Payment**

- (A) City will be billed in eight (8) installments of Two Hundred Forty-Five Dollars (\$245) each for performing all Duties.
- (B) Contractor shall submit to City a detailed invoice upon completion of the Duties to the following address, or at such other address as City may designate in writing:

Attention: Frank Shula  
City of Goshen  
c/o Parks and Recreation  
524 E. Jackson Street  
Goshen, IN 46526  
Email is also acceptable at [frankshula@goshencity.com](mailto:frankshula@goshencity.com)

- (C) Provided there is no dispute on amounts due, payment will be made to Contractor within forty-five (45) days following City's receipt of a detailed invoice for all Duties satisfactorily completed. If any dispute arises, the undisputed amount will be paid. Payment is deemed to be made on the date of mailing the check.
- (D) Contractor is required to have a current W-9 form on file with the Goshen Clerk-Treasurer's Office before City will issue payment.

## **Section 6.     Inspection**

Contractor agrees to provide to City bi-weekly checklists of services performed to Parks and Recreations c/o Frank Shula via email at [frankshula@goshencity.com](mailto:frankshula@goshencity.com) and City reserves the right to inspect and verify the services performed. The City reserves the right to have any unsatisfactory services remedied by Contractor at no additional cost to City until such services are brought to satisfactory status.

## **Section 7.     Independent Contractor**

- (A) Contractor shall operate as a separate entity and independent contractor of the City of Goshen. Any employees, agents or subcontractors of Contractor shall be under the sole and exclusive direction and control of Contractor and shall not be considered employees, agents or subcontractors of City. City shall not be responsible for injury, including death, to any persons or damages to any property arising out of the acts or omissions of Contractor and/or Contractor's employees, agents or subcontractors.
- (B) Contractor understands that City will not carry worker's compensation or any other insurance on Contractor and/or Contractor's employees or subcontractors. Prior to commencing work under this agreement, and if Contractor utilizes employees or subcontractors to perform work under this agreement, Contractor agrees to provide City a certificate(s) of insurance showing Contractor's and any subcontractor's compliance with workers' compensation statutory requirements.
- (C) Contractor is solely responsible for compliance with all federal, state and local laws regarding reporting of compensation earned and payment of taxes. City will not withhold federal, state or local income taxes or any other payroll taxes.



## **Section 8.    Non-Discrimination**

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

## **Section 9.    Employment Eligibility Verification**

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

## **Section 10.   Contracting with Relatives**

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

## **Section 11.   No Investment Activities in Iran**

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

## **Section 12.   Indemnification**

Contractor shall indemnify and hold harmless the City of Goshen and City's agents, officers, and employees from and against any and all liability, obligations, claims, actions, causes of action, judgments, liens, damages, penalties or injuries arising out of any intentional, reckless or negligent act or omission by Contractor or any of Contractor's agents, officers and employees during the performance of services under

this agreement. Such indemnity shall include reasonable attorney's fees and all reasonable litigation costs and other expenses incurred by City only if Contractor is determined liable to the City for any intentional, reckless or negligent act or omission in a judicial proceeding, and shall not be limited by the amount of insurance coverage required under this agreement.

### **Section 13. Force Majeure**

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

### **Section 14. Default**

- (A) If Contractor fails to perform the services or comply with the provisions of this agreement, then Contractor may be considered in default.
- (B) It shall be mutually agreed that if Contractor fails to perform the services or comply with the provisions of this contract, City may issue a written notice of default and provide a period of time that shall not be less than fifteen (15) days in which Contractor shall have the opportunity to cure. If the default is not cured within the time period allowed, the contract may be terminated by the City. In the event of default and failure to satisfactorily remedy the default after receipt of written notice, the City may otherwise secure similar services in any manner deemed proper by the City, and Contractor shall be liable to the City for any excess costs incurred
- (C) Contractor may also be considered in default by the City if any of the following occur:
  - (1) There is a substantive breach by Contractor of any obligation or duty owed under the provisions of this contract.
  - (2) Contractor is adjudged bankrupt or makes an assignment for the benefit of creditors.
  - (3) Contractor becomes insolvent or in an unsound financial condition so as to endanger performance under the contract.
  - (4) Contractor becomes the subject of any proceeding under law relating to bankruptcy, insolvency or reorganization, or relief from creditors and/or debtors.
  - (5) A receiver, trustee, or similar official is appointed for Contractor or any of Contractor's property.

- (6) Contractor is determined to be in violation of federal, state, or local laws or regulations and that such determination renders Contractor unable to perform the services described under these Specification Documents.
- (7) The contract or any right, monies or claims are assigned by Contractor without the consent of the City.

### **Section 15. Termination**

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

### **Section 16. Notice**

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

#### **City:**

City of Goshen Parks and Recreation  
Attention: Frank Shula  
524 E. Jackson Street  
Goshen, IN 46526  
Email: frankshula@goshencity.com

#### **Contractor:**

The Grounds Guys  
Attention: Clayton Decker  
61236 County Road 21  
Goshen, IN 46528

### **Section 17. Subcontracting or Assignment**

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

### **Section 18. Amendments**

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

### **Section 19. Waiver of Rights**

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

## **Section 20. Applicable Laws**

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

## **Section 21. Miscellaneous**

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

## **Section 22. Severability**

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

## **Section 23. Binding Effect**

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

## **Section 24. Entire Agreement**

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

## **Section 25. Authority to Execute**

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

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

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

**The Grounds Guys**

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

*Glenn Friesen*  
\_\_\_\_\_  
Glenn Friesen, Owner

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

Date Signed: 04/15/2025



Parks & Recreation Department

CITY OF GOSHEN

524 East Jackson Street · Goshen, IN 46526

Phone (574) 534-2901 · Fax (574) 349-6672

[goshenparks@goshencity.com](mailto:goshenparks@goshencity.com) · [www.goshenindiana.org](http://www.goshenindiana.org)

## Exhibit A

### SCOPE OF WORK

#### Downtown Fountain

Southeast corner of S. Main St. and E. Washington St., Goshen, 46528

Provide the City of Goshen with services for the bi-weekly maintenance of the downtown fountain.

#### Scope of Services:

- Bi-weekly maintenance with 14 visits
- Maintain operation of filters, pump, water levels
- Empty skimmer and/or intake bay
- Check pump intake for proper flow
- Trim spent plant blooms and dead-head plants
- Position and test lighting
- Calibrate and maintain automatic dosing system and water treatments for the season
- Cleaning out the pond and fountain, start up in spring
- Winterize pond and fountain in fall
- Provide bi-weekly checklists of services performed to: City of Goshen Parks and Recreation Department: [frankshula@goshencity.com](mailto:frankshula@goshencity.com), 524 E. Jackson St., Goshen, IN 46526.



## Fountain Maintenance 2025 Season

**CITY OF GOSHEN  
INDIANA**

**Sales:** Clayton Decker  
**City of Goshen-Fountain Maintenance-2025**  
Goshen, Indiana 46528

**Est ID:** EST3028377

**Date:** Mar-13-2025

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I appreciate your interest in The Grounds Guys, a top provider of landscape management services.

Over the years, we have built a strong reputation for excellence. Our commitment goes beyond landscaping. We build strong relationships with our customers to ensure they get the best service, aiming to exceed your expectations with every project.

The Ground Guys stands out with several unique qualities:

- Clean, branded vehicles
- Professional, uniformed staff
- A timely response guarantee
- Safe, reliable equipment maintained daily

We actively gather customer feedback, provide ongoing employee training and safety, ensure environmental stewardship, and foster a team that CARES.

**C**omprehensive grounds care  
**A**rtistry of custom solutions  
**R**ead results by friendly, local experts  
**E**levated customer experience  
**S**ervice that is dependable and professional

If you have questions or need more information, please don't hesitate to contact me. I am always here to help and look forward to building a lasting business relationship.

Best,  
Glenn Friesen  
Owner  
The Grounds Guys of Elkhart and Goshen

CONTRACT SERVICES	Visits	Billing Type	Visit Price	Season Price	OK?
Fountain Cleanout and Startup	1	Per Season	\$350.00	\$350.00	<input type="checkbox"/>

This includes cleaning out the pond around the fountain, a complete inspection and testing of all system components, and getting the fountain started and running.

This will be in conjunction with our first maintenance visit, so it will also include the necessary chemicals and treatments to calibrate and get the doser operational.

We will add a few more rocks, and position and test the lights as well.

If repairs are needed to the equipment, parts and labor to fix that will be priced and discussed separately.

Fountain Maintenance	14	Per Season	\$115.00	\$1,610.00	<input type="checkbox"/>
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Fountain biweekly maintenance includes 14 visits where we will clean the filters, check the pump and the water flow rate, and check operation and refill the water treatment system.

This also includes trimming spent plant blooms and dead-heading plants.

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<b>SubTotal (All Contract Services)</b>	<b>\$1,960.00</b>
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<b>Taxes</b>	<b>\$0.00</b>
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<b>Total (All Contract Services)</b>	<b>\$1,960.00</b>
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***The total price of all seasonal services is \$1,960.00 collected in 8 payments of \$245.00 per payment (\$245.00 after tax).***

## CONTRACT PAYMENT SUMMARY

**Contract Start Date** April 1, 2025

**PO #**

**Contract End Date** November 30, 2025

**Contract #**

01-Apr-2025	Monthly Contract Services [April - 2025]	\$245.00
01-May-2025	Monthly Contract Services [May - 2025]	\$245.00
01-Jun-2025	Monthly Contract Services [June - 2025]	\$245.00
01-Jul-2025	Monthly Contract Services [July - 2025]	\$245.00
01-Aug-2025	Monthly Contract Services [August - 2025]	\$245.00
01-Sep-2025	Monthly Contract Services [September - 2025]	\$245.00
01-Oct-2025	Monthly Contract Services [October - 2025]	\$245.00
01-Nov-2025	Monthly Contract Services [November - 2025]	\$245.00

The Grounds Guys of Elkhart and Goshen  
61236 County Road 21  
Goshen, Indiana  
46528

P.574-406-8687

groundsguys.com/elkhart-goshen  
elkhartandgoshen.owner@groundsguys.com



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## **GROUND'S MAINTENANCE TERMS & CONDITIONS**

Work done by the Contractor will conform to local codes and applicable government regulations. The Contractor's employees have been trained to work safely and are aware of local labor regulations.

The Contractor is insured for public liability and property damage. Copy of certificate available upon request.

The Contractor is covered with workers' compensation insurance. Copy of certificate available upon request.

Any and all incidents resulting in actual, apparent, or potential damage or injury must be reported to the Contractor as promptly as possible. The Client will hold harmless and indemnify the Contractor for any and all claims, actions, liabilities, obligations, costs, expenses, fees, etc., for its failure to do so.

The Client will hold harmless and indemnify the Contractor for any and all claims, actions, liabilities, obligations, costs, expenses, fees, etc., arising from the following incidents resulting in actual, apparent, or potential damage or injury: in any and all cases in which the Contractor is restricted by the Owner from determining necessary services at its discretion.

In any and all cases in which the damages or injuries to persons or property or claims, actions, obligations, liabilities, costs, expenses, and fees arise as the result of incidents occurring on areas of the property not serviced by the Contractor.

In any and all cases in which the damages or injuries to persons or property or claims, actions, obligations, liabilities, costs, expenses, and fees arise as the result of incidents occurring during times in which the Contractor is restricted from accessing the property to perform its duties

Any property, including fences, light posts, patios, etc., damaged by the Contractor will be restored to its original condition at our expense.

All aspects of these specifications may be amended upon mutual agreement. Any such changes shall be in writing only and shall form part of this Contract.

It is understood and agreed upon that either party may terminate this Contract, without cause, upon delivery of sixty (60) days' written notice of termination to the other party.

### **Procedure for Extra Work and Changes**

Extra work will not be done without prior authorization and costing provided. Upon proper authorization, any and all extra work that is not covered in this estimate will be billed as an additional service when completed.

Examples of typical additional services that we provide are:

Irrigation startups, repairs, and blowouts

Turf fertilization and weed control

Larger tree trimming services

Gutter cleaning and power washing services

Holiday lighting or other landscape lighting

Landscaping upgrades and installs like concrete curbing or patios, etc.

Complete flowerbed upgrades and new tree and shrub planting

Cleanup of neglected property areas, and removal of trees and brush

## Payment Terms and Conditions

Monthly invoices are sent via email on the first of every month. Project invoices are sent when the job is complete. Down Payments of up to 50% may be required on larger projects.

Invoices are due within 10 days of the invoice date unless prior arrangements have been made.

Should the Client fail to make payments as they become due under the terms of the Contract or in the event of any claim, interest and fees on such unpaid amounts shall also become due and payable until payment is fulfilled.

The act of non-payment creates a lien in favor of the Contractor in any and all equipment and property of the Client in the possession of the Contractor, as well as in the Work in progress at the date of termination. The Contractor shall be at liberty to retain possession of the same pending payment in full.

Notwithstanding anything contained herein to the contrary, the completion date of the Work shall be deemed to be extended by that number of days equal to any delay in payment to the Contractor.

Estimate authorized by: Clayton Decker  
Clayton Decker

Estimate approved by: \_\_\_\_\_

Signature Date: 04/10/2025

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

Email: clayton.decker@groundsguys.com

GroundsGuys® is part of Neighborly, your source for local home service professionals.



Services in your area:

Visit [Neighborly.com](https://www.neighborly.com) or call 833-461-1306 today.

- |                                 |                                     |                                |                           |                             |
|---------------------------------|-------------------------------------|--------------------------------|---------------------------|-----------------------------|
| • Appliance Repair              | • Auto Glass Repair and Replacement | • Dryer Vent Cleaning Services | • Electrical              | • Fire and Water Damage     |
| • Garage Door Services          | • Glass Repair and Installation     | • Glide Out Shelving           | • Handyman Services       | • Holiday Lighting          |
| • Home and Business Improvement | • Home Inspection                   | • Junk Removal                 | • Landscaping & Lawn Care | • Landscaping and Lawn Care |
| • Mosquito and Pest Control     | • Painting                          | • Plumbing and Drain           | • Power Washing           | • Window Cleaning           |
| • Windows and Doors             |                                     |                                |                           |                             |

Services performed by independently owned and operated franchises. Services vary by location. For available service providers in your area, visit [Neighborly.com](https://www.neighborly.com) ©2021 Neighborly Franchising LLC



**CITY OF GOSHEN LEGAL DEPARTMENT**  
**Bodie J. Stegelmann, City Attorney**

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

bodiestegelmann@goshencity.com • www.goshenindiana.org  
Phone (574) 537-3854 • Fax (574) 533-8626 • TDD (574) 534-3185

**MEMORANDUM**

To: Board of Public Works and Safety  
From: Bodie J. Stegelmann  
Re: Horizon Education Alliance, Inc  
Date: April 24, 2025

The City currently leases office space to Horizon Education Alliance, Inc. The office space is located on the second floor of 124 E Washington Street. The parties seek to extend the lease pursuant to the draft lease agreement provided with this memorandum. The terms of the lease would remain substantially similar to the current lease, except the monthly rental amount increases by 3% per year.

Motion: Move to approve the Lease Agreement with Horizon Educational Alliance Inc for the second floor of 124 E Washington St, and authorize Mayor Leichty to execute the Lease Agreement

## **LEASE AGREEMENT**

### **Second Floor of 124 East Washington Street**

This Lease Agreement, made and entered into this \_\_\_\_\_ day of April, 2025, by and between the City of Goshen, acting by and through its Board of Public Works and Safety, hereinafter referred to as "Lessor," and the Horizon Education Alliance, Inc., hereinafter referred to as "Lessee."

1. **Property Rented.** Lessor hereby leases to Lessee, and Lessee agrees to lease from Lessor, the second floor of the building located at 124 East Washington Street, Goshen, Indiana.

2. **Term.** The term of this Lease shall be for a period of one (1) year, commencing on May 1, 2025, and terminating on April 30, 2026. The Lease shall renew for one (1) year extensions thereafter (under the same terms and conditions, other than rental amounts detailed in Paragraph 4) unless one party gives to the other party notice of termination more than ninety (90) days prior to the termination date of the then current term.

3. **Possession.** Lessee's right to possession and the obligations of Lessee under this Lease shall commence on May 1, 2025.

4. **Rental.** Lessee shall pay to Lessor as rent for the leased premises One Thousand One Hundred Thirty-three Dollars (\$1,133.00) per month, in advance, on the 1st day of every month during the first (1st) year term of this Lease. The first such payment shall commence on May 1, 2025. In the event that this lease renews pursuant to Paragraph 2, the rental amount in any renewal year shall increase by Three Percent (3%) over the prior year's rental amount. For instance, rent shall increase to One Thousand One Hundred Sixty-seven Dollars (\$1,167.00) per month, on the 1st day of May, 2026, if this agreement renews on such date.

5. **Use of Premises.** The premises shall be used by Lessee for general office purposes. In connection with the use of the premises, Lessee shall:

A. Conform to all applicable laws and regulations of any public authority affecting the premises and its use, and correct at Lessee's own expense any failure of compliance created through Lessee's fault or by reason of Lessee's use.

B. Refrain from any activity that would make it impossible to insure the premises against casualty, or would increase the insurance rate to Lessor (unless Lessee agrees to pay for the increase in the insurance rate).

C. Refrain from any use that would be reasonably offensive to the Lessor, other tenants, or owners or users of adjoining premises, or which would tend to create a nuisance or damage the reputation of the premises.

D. Place signs or other markings or insignia pertaining to the business or activities of Lessee only as agreed upon with Lessor, which consent shall not be unreasonably withheld. Lessee shall refrain from placing any antenna, aerial, or other device to the exterior or interior walls, windows, or roof of the premises without the written consent of the Lessor.

6. Maintenance and Repairs. Lessee currently possesses the leased premises and agrees to continue possession in its current possession. Lessor agrees to maintain, in the present condition, the electrical wiring, plumbing/sewer lines, the structural portion of the leased premises, and roof. Lessee shall repair and maintain the heating and cooling system. Lessee shall repair, replace, and maintain the rest of the premises, including, but not limited to, exterior entrance, all glass and show windows and moldings, and interior of the premises. Lessor shall have the right at all times to enter the premises to inspect the same, and make repairs, alterations, or modifications as deemed appropriate by Lessor. However, notwithstanding any of the foregoing, Lessee shall be responsible for all repairs or maintenance required as a result of the negligence, misconduct, or other actions of Lessee, its agents, employees, and invitees, including damages or expenses arising as to the property due to violations of the use restrictions set forth above. Lessee shall keep its portion of the interior of the premises in a clean, slightly, and healthful condition.

7. Utilities. Lessee shall pay and be responsible for all utility expenses incurred at the premises during the term of this Lease, to include electricity, gas, and telephone service.

8. Lessee's Other Responsibilities and Insurance. Lessee shall be responsible for the routine cleaning of the area being leased. Additionally, Lessee shall secure and maintain in force and effect liability insurance protection as and for the activities of Lessee and the agents, employees, and invitees of Lessee, in a minimum amount of One Million Dollars (\$1,000,000.00) per person and One Million Dollars (\$1,000,000.00) per accident for personal injury and death, or such other amounts as Lessor and Lessee shall agree in writing. Lessee shall provide Lessor with a certificate indicating the existence of such insurance, and the naming of Lessor as a party insured under such insurance protection. Further, Lessor shall be entitled to a minimum of ten (10) days' written notice of any cancellation of such insurance protection.

Lessee shall be solely responsible for the maintenance, repair, or loss of any and all personal property, inventory, furniture, fixtures, or equipment of Lessee used in the premises aforesaid. Lessee shall carry fire, casualty, and liability insurance on the property of Lessee located on such lease premises. Lessee hereby releases and discharges Lessor and the agents, employees, and invitees of Lessor, from any liability or responsibility as and for such personal property of Lessee.

Lessor shall pay and be responsible for fire and extended coverage insurance on the improvements situated on said real estate.

Lessee shall indemnify and defend Lessor from any claim, loss, or liability arising out of or relating to any activity of Lessee on the leased premises, or any condition of the leased premises in the possession or under the control of Lessee. Such indemnification shall include costs of defense and legal fees.

9. Snow Removal and Trash Service. Lessee shall be responsible for snow removal from Lessee's main entrance area and shipping area. Lessee shall be responsible for trash removal service.

10. Damage to or Destruction of Premises. Should the premises herein being leased be substantially damaged or destroyed so as to render the same uninhabitable, for a period of

thirty (30) days or more, then either party shall have the right and option to terminate this Lease. Should the leased premises be uninhabitable, in total for any period of time, the monthly rental herein stated shall be abated pro-rata for each day of uninhabitability for Lessee. Should the premises be partially usable by Lessee, but not totally usable by Lessee, rent shall be prorated accordingly based upon the diminution in square footage usage.

11. Taxes and Assessments. Lessor shall pay and be responsible for all real estate taxes assessed and accruing as to the real estate aforescribed during the term of this Lease. Lessee shall pay and be responsible for all personal property taxes assessed and accruing as to any personal property of Lessee kept at the premises being rented by Lessee.

12. Waste. Lessee agrees not to commit waste nor suffer to be committed waste upon the leased premises, and further agrees to maintain the same in a neat, clean, and tidy condition free from litter and debris, and to use and occupy said premises in strict conformance with all applicable laws and ordinances.

13. Defaults and Remedies.

A. A default by Lessee will have occurred under this Lease if,

- i. Lessee fails to pay the full amount of any installment of rent on or before the date when it is due;
- ii. Lessee fails to observe or perform any material provision of this Lease; or
- iii. Lessee abandons, quits or vacates the premises.

B. If a default has occurred under this Lease and such default continues for thirty (30) days after written notice to Lessee, except as provided herein, Lessor has the following remedies:

- i. the right to reenter and repossess the Premises, and the right to remove all persons and property from the Premises, all in a lawful manner;
- ii. the right to give Lessee notice of Lessor's termination of this Lease as of a date specified in the notice, the date to be not earlier than the date of the notice;
- iii. the right to relet the Premises, or any part of it, for the account of Lessee, for such term or terms and on such conditions as Lessor, in its sole discretion, determines; Lessor shall not be responsible or liable to collect any rent payable upon any reletting;
- iv. the right to advance money or make any expenditure to cure any default of Lessee other than default in payment of rent; and
- v. the right to collect from Lessee by any lawful means:
  - i. any rent due and unpaid;
  - ii. any deficiency which results from default of Lessee and the failure of any subletting to give Lessor the rent provided by this Lease;

iii. any money advanced or expenditure made by Lessor pursuant to this Lease plus eighteen percent (18%) interest per annum;

iv. any other amount which Lessee owes Lessor pursuant to this Lease, including future rents called for hereunder without the necessity of suing in installments as the payments become due; and

v. all of Lessor's attorneys' fees for enforcing this Lease, including, but not limited to fees for lawyers, legal assistants and other members of the lawyer's staff, together with out-of-pocket expenses or costs incurred in enforcing this Lease.

C. Upon exercise by Lessor of its right to reenter and repossess, or to remove persons and property from, the Premises or upon termination of this Lease as set forth above, Lessee and each person claiming by or through Lessee shall forthwith quit the Premises and surrender it to Lessor, and Lessor shall be entitled to all remedies at law or in equity to effect this right. Upon reentry, Lessor shall again have possession of the Premises as though this Lease had not been made. Upon the date specified in Lessor's notice of intention to terminate this Lease, the Lease shall terminate, the Lessee and any person claiming by or through him shall become a tenant at sufferance. Upon Lessee's vacation of the Premises, Lessee shall remove therefrom all of his personal property. If Lessee fails to so remove, said property shall be deemed as abandoned by Lessee and shall become the property of Lessor.

14. Subrogation. Lessor and Lessee, and all parties claiming under or through them, hereby mutually release and discharge each other from any and all claims and liabilities arising from or caused by any hazard covered by insurance on the property, or covered by insurance in connection with property on, or activities conducted on, the real estate or improvements, regardless of the cause of the damage or loss, provided that such release shall not operate in any case where the effect is to invalidate such insurance coverage.

15. Alterations. Lessee shall have the right, but only with Lessor's prior written consent, which will not be unreasonably withheld, to make changes, additions, and alterations inside the premises, provided that such work shall not affect the structural parts of the premises, that such is done in a good and workmanlike manner, that permits therefore from all public authorities, as required, are obtained and paid for, that all costs and expenses arising from such undertaking as well as all damage occasioned in connection therewith shall be paid by Lessee, that all such changes shall at the end of this term remain the property of Lessor, unless such consent otherwise provides, and that Lessee shall promptly remove any resulting mechanic's liens placed on the premises.

16. Surrender of Premises. Time is of the essence of this agreement. Lessee agrees to pay rent as it becomes due and payable and deliver up possession of said premises on the date of termination of this Lease or any extension or renewal thereof. Upon such surrender, the leased premises shall be in "broom clean" condition, and in the same order and repair in which Lessee received the same, as noted by the report prepared pursuant to paragraph 7, ordinary wear and tear and damage by the elements excepted. Failure of Lessee to surrender premises upon termination of this lease, or upon default by Lessee under the terms and conditions thereof, shall



obligate Lessee to pay any and all costs of enforcement incurred by Lessor including attorney fees and court costs as aforesated.

17. Sublet and Assignment. Lessee shall be prohibited from subletting or assigning all or any part of the leased premises without the express written consent of the Lessor.

18. Lessor's Right to Enter and Inspect. Lessor or its agents shall have the right to enter the premises as all reasonable times for the purposes of showing the premises to prospective buyers to tenants, placing "For Sale" or "For Rent" signs on the premises, examining its condition or use, and for performing either Lessor's or Lessee's obligations under this Lease.

19. Authority. The undersigned persons executing this Lease for and on behalf of the Lessor and the Lessee hereby certify that they are duly authorized and empowered by the governing board and/or charter of said organization, if not signing as an individual, to enter into this Lease for and on behalf thereof.

20. Notices. Any notices required under this Lease shall be tendered to the parties at the following addresses, or at such other addresses as the parties shall from time to time notify the other during the term of this Lease, and notice shall be deemed given on the date of postmark, if given by registered or certified mail:

Lessor:	City of Goshen Legal Department 204 East Jefferson St., Suite 2 Goshen, IN 46528
Lessee:	Horizon Education Alliance, Inc. 124 E. Washington Street, 2nd FL Goshen, IN 46528

21. Americans with Disabilities Act. Lessee shall be solely responsible for all costs of compliance with Titles I and III of the Americans with Disabilities Act ("Act") with regard to Lessee's portion of the leased premises, except that Lessor shall make any initial structural changes required to comply with the Act at Lessor's expense. Lessee shall indemnify and hold Lessor harmless from any and all claims, judgments, damages, penalties, fines, costs, liabilities, or losses, including, but not limited to, Lessor's attorney fees, resulting from Lessee's failure to fully comply with the Act.

22. Environment. Lessee agrees to indemnify and hold Lessor harmless from any environmental contamination which may occur on the leased premises during the term of this Lease that may be in violation of any local, state, or federal laws pertaining to environmental contamination. Lessee shall be responsible for the full cost of any remediation and cleanup of contamination introduced or released on the leased premises by Lessee, its agents or invitees, during the term of this Lease, and for any other costs, expenses and reasonable attorney fees incurred by Lessor in connection with any such contamination.

Similarly, Lessor agrees to indemnify and hold Lessee harmless from any environmental contamination which may have existed on the leased premises prior to the commencement of the

term of this Lease, which contamination may be in violation of any local, state, or federal laws pertaining to environmental contamination. Lessor shall be responsible for the full cost of any remediation and cleanup of contamination introduced or released on the leased premises prior to the commencement of this Lease, and for any other costs, expenses, and reasonable attorney's fees incurred by Lessee in connection with any such contamination.

23. Binding Effect; No Assignment. This agreement shall be binding upon and shall inure to the benefit of the respective successors, heirs, beneficiaries, and assigns of the parties hereto; provided, however, that under no circumstance shall Lessee be entitled to assign any of the rights or obligations under this Lease without the express written consent of Lessor, which consent can be withheld at Lessor's sole discretion.

IN WITNESS WHEREOF, the parties have executed this Lease Agreement the day and year first above written.

Lessor:

Horizon Education Alliance, Inc.

By: \_\_\_\_\_  
Sarah Metzler, President/CEO

Lessee:

City of Goshen, Indiana

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



## 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)

April 24, 2025

To: Board of Public Works and Safety

From: Brandy L. Toms, Paralegal

Subject: Agreement with PropertyRoom.com for Asset Disposition Services

The Evidence Office is responsible for the storage and management of over 60,000 items. Part of managing these items is proper disposal when deemed appropriate and necessary. The asset disposition process requires Evidence personnel to spend time and documentation maintaining detailed records from intake to disposal. While many items get released back to their owners, there are some that can be auctioned. While auctioning items does allow the City to receive the proceeds, it does increase the Evidence personnel's work load significantly.

Goshen Police Department would like to contract with PropertyRoom.com for its Asset Disposition Services to alleviate some of this workload. PropertyRoom.com repairs, evaluates, documents, photographs, and auctions items on behalf of the City, reducing the City's costs and resources. Firearms and munitions are not subject to this agreement. The only cost to City comes out of the proceeds of the items and City will use PropertyRoom.com's services on an as-needed basis with no monthly or annually charged fees.

Fee	Portables Auction Services	Haul Away Auction Services
Success Fee	50% for first \$1000 and 25% of winning bid amount. if any, over \$1,000.	12% of Winning Bid
Payment Processing Costs	3% of sales price	3% of sales price

\*Auctioned items may be subject to additional fees that include shipping, towing, fuel surcharges, de-identification and/or decal removal fees.

It is recommended that the Board approve and authorize Mayor Leichty to execute the attached agreement with PropertyRoom.com for its Portables and Haul Away asset disposition services on an as-needed basis with all fees paid with proceeds of auctioned items.

### Suggested Motion:

Approve and authorize the Mayor Leichty to execute the attached agreement with PropertyRoom.com for its Portables and Haul Away asset disposition services on an as-needed basis with all fees paid with proceeds of auctioned items.



This Asset Disposition Services Agreement ("Agreement") is made by and between PropertyRoom.com, Inc., a Delaware corporation ("Contractor") and \_\_\_\_\_ ("Owner"). The Agreement is effective upon Owner's signature date ("Effective Date").

**Whereas** Contractor's business involves surplus asset management, selling, auction, disposition and related services ("Services"); and

**Whereas** Contractor desires to provide Services to Owner and Owner desires Contractor to provide Services subject to this Agreement.

**Now therefore**, in consideration of premises above and mutual covenants and agreements set forth herein, Contractor and Owner agree as follows.

Any other municipal, county, or state government agency located within the same state as Owner may also procure Services under this Agreement under the same terms and conditions stated in this Agreement by executing an adoption agreement with Contractor based upon this Agreement.

1. **Items Requiring Services.** Owner will identify items ("Assets") it desires to provide to Contractor for Services. Contractor retains the right to accept or reject certain Assets in its sole discretion.
2. **Title to Assets.** Owner shall retain, at all times, legal title to Assets unless and until Assets are purchased or otherwise disposed of according to the Agreement, at which time Owner will be deemed to have transferred title directly to an Asset purchaser or other acquirer ("Buyer") identified by Contractor. Owner appoints Contractor as its representative and instrumentality to hold and offer Assets for sale, on Owner's behalf, in accordance with the Agreement. Owner appoints Contractor as its attorney-in-fact to sign any and all documents necessary to assign to Buyers all of Owner's rights, title and interest in and to Assets sold or disposed. Cash receipts, accounts receivable, contract rights, notes, general intangibles, and other rights to payment of any kind arising out of Asset sales ("Proceeds") belong to Owner. Contractor may withhold from Proceeds amounts owed to Contractor and any third parties in connection with Services, which amounts shall be disbursed by Contractor on Owner's behalf. Contractor will remit remaining balances to Owner ("Owner Net Proceeds").

### 3. Term and Termination

This Agreement shall commence on the Effective Date and shall continue for an initial term of one (1) year from the Effective Date and thereafter will automatically renew for consecutive one (1) year terms unless written

notice of non-renewal is provided by either party to the other at least sixty (60) days prior to the expiration of the then current term.

- a. Either Owner or Contractor (the "Party" or "Parties") may terminate the Agreement upon thirty (30) days prior notice to the other Party.
  - b. The rights of the Parties to terminate the Agreement are not exclusive of any other rights and remedies available at law or in equity, and such rights will be cumulative. Exercising any such right or remedy will not preclude exercising these or any other rights and remedies.
  - c. Upon any termination or expiration, Contractor may continue to provide Services for any unsold Assets then in the possession of Contractor. Alternatively, Owner may, at Owner's expense, arrange for the return of Owner Assets.
4. **Payment for Services**
- a. **Fees.** Fees for Contractor Services appear in signed addendums to this Agreement.
  - b. **Remittance of Proceeds.** Once a month, Contractor will remit Owner Net Proceeds from sales completed the prior month. Sales are deemed completed when all items from an asset list line-item are sold, paid for and shipped. Contractor may defer payment of any amount less than \$250 until such time as the amount owed Owner equals or exceeds \$250.
  - c. **Invoices.** If monthly Proceeds do not cover amounts owed, Contractor and Owner will mutually agree for Contractor to either:
    - (1) Invoice Owner for Services, net of Proceeds collected, or
    - (2) Accrue and carry-over unpaid balances, invoicing Owner when negative balances persist for six (6) consecutive months.
  - d. **Reporting.** Each month, Contractor will publish a standard online report containing information related to Owner Assets, Services provided, Fees and Owner Net Proceeds.
5. **Contractor Obligations.** Contractor may utilize subcontractors in its performance of Services, provided Contractor shall be responsible for any breach of this Agreement by such subcontractors. With respect to delivering Services:
- a. Contractor shall maintain insurance covering Assets against fire, theft, and extended coverage risks ordinarily included in similar policies.
  - b. For auction Services, Contractor will use organic marketing techniques ("OMT") to increase bidding on Owner Assets. OMT may include, but not be limited to, email, publicity related to this Agreement, and facilitation of



clickable links on Owner website(s) to websites used by Contractor for Asset sales.

**6. Asset Lists**

- a. **Manifest & Asset Lists.** Owner will complete paperwork reasonably necessary to convey custodial possession of Assets to Contractor, such as written manifests or Asset lists (the "Asset Lists") describing items in sufficient detail for proper identification. Contractor owns exclusive rights to sell Assets described in Asset Lists provided by Owner for a period of 120 days from the date Owner releases an Asset to Contractor for sale and Owner will not grant any such rights to any third party (or itself sell the applicable Assets).
- b. **Excluded Assets.** Owner agrees it will not knowingly provide illegal or hazardous Assets or Assets that infringe intellectual property rights of any third party ("Excluded Assets"). In the event Contractor identifies any item as an Excluded Asset, Contractor shall have the right to suspend, cancel, or unwind any sale or disposal of such Excluded Asset.

**7. Salability of Assets.**

- a. Owner states Assets subject to Services are legally available for sale to the general public; and
- b. If required, Owner has taken necessary actions for transfer of Asset title(s) to Buyers.

**8. Books and Records.** Contractor will keep complete and accurate books of account, records, and other documents with respect to the Agreement ("Books and Records") for at least 3 years following Agreement expiration or termination. Upon reasonable notice, Books and Records will be available for inspection by Owner, at Owner's expense, at the location where Books and Records are regularly maintained, during Contractor's normal business hours.

**9. Assignment.** This Agreement shall be binding upon and inure to the benefit of the Parties named herein and their respective successors and assigns. Neither Party may assign any of its obligations under this Agreement without the prior written consent of the other Party, such consent not to be unreasonably withheld or delayed, provided that Contractor may assign this Agreement without such consent to a successor in interest by way of a merger, consolidation, or sale of all or substantially all of Contractor's assets.

**10. Notices.** Any notice or other communication given under the Agreement will be in writing and delivered by hand, sent by facsimile (provided

acknowledgment of receipt thereof is delivered to the sender), sent by certified, registered mail or sent by any nationally recognized overnight courier service to the addresses provided in the Owner information section. Notices sent by registered mail or national overnight carrier shall be effective upon delivery. The Parties may, from time to time and at any time, change their respective addresses and each will have the right to specify as its address any other address by written notice to the other Party. A change of address will take effect upon receipt of notice unless a later date is otherwise specified.

**11. Interpretation.** Whenever possible, each provision of the Agreement will be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of the Agreement is held to be prohibited by or invalid under applicable law, such provision will be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of the Agreement. The Agreement headings are inserted for convenience of reference only and shall not constitute a part hereof.

**12. Governing Law.** The internal law, and not the law of conflicts, of the state in which Owner is located will govern all questions concerning construction, validity and interpretation of the Agreement and the performance of the obligations imposed by the Agreement. The proper venue for any proceeding at law or in equity will be the state and county in which the Owner is located, and the Parties waive any right to object to the venue.

**13. Further Assurances.** Contractor and Owner will each sign such other documents and take such actions as the other may reasonably request in order to effect the relationships, Services and activities contemplated by the Agreement and to account for and document those activities.

**14. Relationship of the Parties.** No representations or assertions will be made or actions taken by either Party that could imply or establish any joint venture, partnership, employment or trust relationship between the Parties with respect to the subject matter of the Agreement. Except as expressly provided in the Agreement, neither Party will have any authority or power whatsoever to enter into any agreement, contract or commitment on behalf of the other, or to create any liability or obligation whatsoever on behalf of the other, to any person or entity.



## Asset Disposition Services Agreement

15. **Force Majeure.** Neither Party will be liable for any failure of or delay in performance of the Agreement for the period that such failure or delay is due to acts of God, public enemy, war, strikes or labor disputes, or any other cause beyond the Parties' reasonable control (each a "Force Majeure"), it being understood that lack of financial resources

will not to be deemed a cause beyond a Party's control. Each Party will notify the other Party promptly of any Force Majeure occurrence and carry out the Agreement as promptly as practicable after such Force Majeure is terminated. The existence of any Force Majeure will not extend the term of the Agreement.

This Agreement, together with one or more signed addendums attached hereto, comprises the entire agreement between Contractor and Owner relating to Services and supersedes any prior understandings, agreements, or representations by or between the parties, whether written or oral.

<u>OWNER</u>	
Signature	_____
Name	<u>Gina Leichty</u>
Title	<u>Mayor</u>
Date	_____

<u>CONTRACTOR</u>	
Signature	_____
Name	<u>Aaron Thompson</u>
Title	<u>CEO</u>
Date	_____

### OWNER INFORMATION & AGREEMENT OPTIONS SELECTED

Owner Name: <u>City of Gosken, Indiana</u>	Account #: <u>2712</u>
Street Address: <u>610 Gosken Police Dept.</u> <u>111 E Jefferson St</u>	Cooperative Purchasing Agreement? Sourcewell <input checked="" type="checkbox"/> Other (Please specify) _____ <input type="checkbox"/> Member #: <u>168175</u>
City, State/Province, Postal Code, Country: <u>Gosken, IN 46528</u>	Resolution of Unpaid Monthly Service Fees: Balance carry-over <input type="checkbox"/> Monthly Invoice <input type="checkbox"/>
Telephone: <u>574-537-4410</u>	Fax: _____
Primary Contact: Name <u>MARIA Rodriguez</u> Work <u>574-537-4410</u> Mobile <u>/</u> Email <u>MARIA.Rodriguez@gosken.ci.in.us</u>	Secondary Contact: Name _____ Work _____ Mobile _____ Email _____



1. This addendum ("Addendum") is attached to and made part of the Asset Disposition Services Agreement dated \_\_\_\_\_ ("Agreement") between Contractor and Owner. In the event of a conflict between the provisions of the Agreement, this Addendum and any prior agreement or Agreement addendum, this Addendum will govern.
2. **Definitions.**
  - a. **Winning Bid.** "Winning Bid" means the highest amount committed and paid by a Buyer of a sold Asset. Winning Bid does not include shipping & handling, buyer premiums, or other fees, if any, nor does Winning Bid include an amount a Buyer commits but fails to pay.
  - b. **Sales Price.** "Sales Price" equals the Winning Bid plus shipping & handling, shipping insurance and sales tax paid by a Buyer.
  - c. **Payment Processing Costs.** Payment processing costs equal 3% of Sales Price ("PP Costs").
  - d. **Success Fee.** For sold Assets, Owner will pay Contractor a Services fee equal to a percent of profits or Winning Bids as specified below ("Success Fee").
  - e. **Buyer Premiums.** Notwithstanding anything to the contrary herein, Contractor may collect a Winning Bid percent fee from a Buyer, typically referred to as a "Buyer's Premium".
3. **Services Offered.** Contractor provides a suite of Services referenced herein. Upon mutual agreement of Owner and Contractor, Contractor may provide all or any combination of Services. Contractor will use commercially reasonable efforts to deliver Services.
  - a. **Portables Auction Service ("Portables").** Applying to Assets small enough for pick-up by Contractor via box truck or common carrier shipment, excluding firearms, Contractor will transport, test and/or authenticate (if applicable and practicable), erase or destroy memory media (in the case of electronics), image, store, list and sell Assets via public internet auction on one or more Contractor selected websites. Owner will pay Contractor a Success Fee as described below.
    - (1) **Asset Success Fee.** For Portable Assets, Success Fee equals 50% for the first \$1,000 of a Winning Bid amount and 25% of Winning Bid amount, if any, over \$1,000.
    - (2) **Net Proceeds.** For each Portables Asset, Owner Net Proceeds equals Winning Bid less Success Fee less PP Costs.
    - (3) **Fuel Surcharge.** If quarterly retail diesel prices, as published by the U.S. Energy Information Administration, rise above the level shown in the table below, a fuel surcharge ("Fuel Surcharge") will be deducted from Owner Net Proceeds for each Portable Manifest picked up at Owner's location.

Retail Diesel (per gal)	Fuel Surcharge
< \$ 2.50	\$ 0.00
\$ 2.50 to \$ 2.99	\$ 12.40
\$ 3.00 to \$ 3.49	\$ 24.80
\$ 3.50 to \$ 3.99	\$ 37.20*

\* Table continues at same rate of \$12.40 increments per \$0.50 per gal change in Retail Diesel.

- (4) **Shipping Fee.** If assets are transported via common carrier and not picked up by Contractor, the shipping fee will be deducted from Owner Net Proceeds.
  - b. **Firearms Auction Service.** This service is restricted to Owner firearm assets ("Firearm Assets") legally available for public sale in the United States. Contractor is compliant with ATF, Title 18, U.S. Code Ch. 44 and NFA (26 U.S.C., Ch. 53), as well as applicable state and local laws. Contractor may work with one or more subcontractors ("Subcontractor") for storage and processing of Firearm Assets.
 

Contractor will deliver Firearm Assets disposition services beginning with the collection and transport of Firearm Assets to a Federal Firearms Licensee ("FFL") holder ("Recipient FFL" or "Partner FFL"). Subsequently, Contractor and Recipient FFL will store, catalog, image, list for public internet auction, process purchaser payment and ship Firearms Assets to another FFL holder ("Transferee FFL") that will administer final physical transfer to purchaser ("Buyer") in compliance with applicable federal, state, and local laws. Owner will pay Contractor a Success Fee as described below.

    - (1) **Success Fee.** For Firearm Assets, Success Fee equals 50% for the first \$1,000 of a Winning Bid amount and 25% of Winning Bid amount, if any, over \$1,000.
    - (2) **Net Proceeds.** For each Firearm Asset, Owner Net Proceeds equals Winning Bid less Success Fee less PP Costs.



- c. **In Place Auction Service ("In Place").** Applying to Assets that Owner and Contractor mutually agree to auction in place, Contractor will sell In Place Assets via public internet auction on one or more Contractor selected websites using descriptions and digital images supplied by Owner. Owner will maintain physical control of In Place Assets and transfer possession to Buyers after sale. Owner will pay Contractor a Success Fee as described below.
- (1) **Success Fee.** For each In Place Asset, Success Fee equals 2.5% of Winning Bid.
  - (2) **Net Proceeds.** For each In Place Asset sold at auction, Winning Bid less Success Fee less PP Costs equals Owner Net Proceeds.
- d. **Haul Away Auction Service ("Haul Away").** Applying to fleet vehicles and equipment, Contractor will tow Assets to, or take delivery at, Yards. Contractor will store, image, describe, list and sell Haul Away Assets via public internet auction on one or more Contractor selected websites. Contractor may work with one or more subcontractors ("Subcontractor") for storage and processing of Assets at Yards. Owner will pay Contractor a Success Fee as well as other fees as specified below.
- (1) **Success Fee.** For each Haul Away Asset, Success Fee equals 12.5% of Winning Bid.
  - (2) **Tow & Miscellaneous Fees.** Tow and Miscellaneous Service Fees are indicated in fee schedule below that specifies tow processes and related fees for Owner-specific needs ("Tow & Miscellaneous Fee Schedule"). The Tow & Miscellaneous Fee Schedule will distinguish between Assets that can be hauled away on a standard vehicle transporter (such as automobiles and light trucks) from over-sized Assets (e.g., cranes, buses, backhoes).

Haul Away Auction Service – Tow and Miscellaneous Fee Schedule			
Fee Type	Fee Description	Rate Description	Rate Per Asset
<i>Light Tow</i>	Light duty vehicles up to 11,000 GVWR	Per vehicle towed	First 30 miles free. \$10 for every 10 miles over the 1st 30 free miles
<i>Medium Tow</i>	Medium duty vehicles 11,001 - 33,000 GVWR and oversized vehicles such as an F-350 w/ dual wheels, etc.)	Per vehicle towed	Billed at cost by subcontractor - see standard schedule
<i>Heavy Tow</i>	Heavy duty vehicles 33,001+ GVWR	Per vehicle towed	Billed at cost by subcontractor - see standard schedule
<i>Re-list / Re-run</i>	Fee for re-listing asset more than three (3) times due to any type of owner imposed bidding restriction	Per re-list of asset on 4 <sup>th</sup> or subsequent attempt	\$35 / re-list
<i>Storage - light &amp; medium duty</i>	Storage for assets stored for any reason other than awaiting auction	Per day over 30 days after pickup date	\$3 / day
<i>Storage - heavy duty</i>	Storage for assets stored for any reason other than awaiting auction	Per day over 30 days after pickup date	\$5 / day
<i>De-identification</i>	De-identifying assets	Charged in 15 minute increments for the labor to de-identify	\$20 / quarter hour
<i>Decal Removal</i>	Removal of a decal	Charged in 15 minute increments for the labor to perform decal removal	\$20 / quarter hour; \$45 minimum charge per vehicle (\$45 maximum charge per vehicle for Light Duty Vehicles)

- (3) **Net Proceeds.** For each Haul Away Asset, Winning Bid less the sum of Success Fee, Tow & Miscellaneous Fees, and PP Costs equals Owner Net Proceeds.
- e. **Impound Storage & Auction Service ("Impound").** Applying to citizen vehicles seized and or impounded by Owner, Contractor will receive tows of Impound Assets at tow yard facilities ("Yards"), storing Assets while Owner decides whether to release to a citizen or auction. For release-to-citizen vehicles ("Released Vehicles"), Contractor will process and collect fees from citizens. For auctioned vehicles, Contractor will store, image, describe and sell Impound Assets via public internet auction on one or more Contractor selected websites. Contractor may work with one or more sub-contractors ("Subcontractor") for storage and processing of Assets at Yards. Owner will pay Contractor a Success Fee as well as other fees as specified below.



- (1) **Success Fee.** For each Impound Asset sold at auction, Success Fee equals 12.5% of the Winning Bid.
- (2) **Tow & Miscellaneous Fees.** Tow and Miscellaneous Service Fees are indicated in fee schedule below that specifies tow processes and related fees for Owner-specific needs ("Tow & Miscellaneous Fee Schedule"). The Tow & Miscellaneous Fee Schedule will distinguish between Assets that can be hauled-away on a standard vehicle transporter (such as automobiles and light trucks) from over-sized Assets (e.g., cranes, buses, backhoes).
- (3) **Storage Fees.** Impound storage fees are indicated in the fee schedule below. Owner retains rights to charge citizens higher storage fees for Released Vehicles and Contractor will collect those storage fees along with other citizen fees set by Owner, such as tow charges, administrative charges, court processing fees, etc. ("Citizen Payments"). In the event that Assets are stored for an extended period of time without being released by Owner for auction, Owner agrees to reimburse Contractor for such storage fees in a manner to be mutually agreed upon.

Impound Storage & Auction Service – Tow and Miscellaneous Fee Schedule			
Fee Type	Fee Description	Rate Description	Rate Per Asset
Light Tow	Light duty vehicles up to 11,000 GVWR	Per vehicle towed	Billed at cost by subcontractor - see standard schedule
Medium Tow	Medium duty vehicles 11,001 - 33,000 GVWR and oversized vehicles such as an F-350 w/ dual wheels, etc.)	Per vehicle towed	Billed at cost by subcontractor - see standard schedule
Heavy Tow	Heavy duty vehicles 33,001+ GVWR	Per vehicle towed	Billed at cost by subcontractor - see standard schedule
Re-list / Re-run	Fee for re-listing asset more than three (3) times due to any type of owner imposed bidding restriction	Per re-list of asset on 4 <sup>th</sup> or subsequent attempt	\$35 / re-list
Owner Storage Fees	Daily storage for assets stored and awaiting auction	Per day	\$8 / day
Citizen Storage Fees	Daily storage for release vehicles	Per day	\$15 / day
De-identification	De-identifying assets	Charged in 15 minute increments for the labor to de-identify	\$20 / quarter hour
Decal Removal	Removal of a decal	Charged in 15 minute increments for the labor to perform decal removal	\$20 / quarter hour; \$45 minimum charge per vehicle (\$45 maximum charge per vehicle for Light Duty Vehicles)

- (4) **Net Proceeds.** For each Impound Asset, the sum of Winning Bid and Citizen Payments less the sum of Success Fee, Tow & Miscellaneous Fees, Owner/Citizen Storage Fees and PP Costs equals Owner Net Proceeds.
4. **Modifications.** Contractor may, from time to time, modify Standard Fees & Services. To effect a fee change, Contractor will provide Owner advance written notice which will include an update to this Addendum.

<u>OWNER</u>	
Signature	_____
Name	<u>Gina Leichty</u>
Title	<u>Mayor</u>
Date	_____

<u>CONTRACTOR</u>	
Signature	_____
Name	<u>Aaron Thompson</u>
Title	<u>CEO</u>
Date	_____

## **ADDENDUM #2**

THIS ADDENDUM is made and entered into on \_\_\_\_\_, 2025, by and between PropertyRoom.com, Inc. (hereinafter referred to as "Contractor") and the City of Goshen, Indiana (hereinafter referred to as "City").

### **WITNESSETH:**

WHEREAS Contractor and City are parties to a certain agreement for Asset Disposition Services ("Agreement") dated \_\_\_\_\_; and

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

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

### **State Law Provisions.**

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

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

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

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

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

CITY: CITY OF GOSHEN, INDIANA

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

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

CONTRACTOR: PROPERTYROOM.COM, INC.

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

Name: Aaron Thompson

Title: CEO

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



**Amendment to  
Asset Disposition Services Agreement and Addendum**

This Amendment is to and made part of City of Goshen IN's *Asset Disposition Services Agreement* and #111424-PRC *Sourcewell Fees and Services Addendum* dated \_\_\_\_\_ (the "Agreement") with PropertyRoom.com. In the event of a conflict between the provisions of the Agreement and this Amendment, the terms of this Amendment shall govern.

The #111424-PRC *Sourcewell Fees and Services Addendum* is hereby modified as follows:

1. **Revise Section 3. Services Offered.** first paragraph to read as follows:

Contractor provides a suite of Services referenced herein. Upon mutual agreement of Owner and Contractor, Contractor may provide all or any combination of Services. Contractor will use commercially reasonable efforts to deliver Services.

The City of Goshen elects the following services, as described in Section 3.a.-d. and summarized below, by initialing. The City of Goshen will determine whether a new amendment is needed if additional services are requested at a later date.

X Portables (described in Section 3.a. Portables Auction Service)  
– Items are retrieved from Agency by PropertyRoom.com  
– Items are auctioned on www.PropertyRoom.com

\_\_\_\_\_ Firearms (described in Section 3.b. Firearms Auction Service)  
– Firearms are shipped at no cost to PropertyRoom.com with packaging provided by PropertyRoom.com.  
– Firearms are auctioned on egunner.com, an FFL, which is owned by PropertyRoom.com.

\_\_\_\_\_ In Place (described in Section 3.c. In Place Auction Service)  
– Items remain at the Agency's site, and PropertyRoom.com coordinates with the Agency the listing of the Item to be auctioned on www.PropertyRoom.com.

X Haul Away (described in Section 3.d. Haul Away Auction Service)  
– Items are retrieved by PropertyRoom.com or a subcontractor (to be determined), and PropertyRoom.com coordinates the listing of the Item to be auctioned on www.PropertyRoom.com and/or subcontractor's reputable website.

There are no changes to the remainder of Section 3.

---NO ADDITIONAL REVISIONS---

**Amendment to  
Asset Disposition Services Agreement & Addendum  
(cont.)**

ORGANIZATION: CITY OF GOSHEN, IN.

By: \_\_\_\_\_  
Signature / Printed Name & Title

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

PROPERTYROOM.COM, INC.

By: \_\_\_\_\_  
Aaron Thompson, CEO

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



**Engineering Department  
CITY OF GOSHEN**

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

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

## MEMORANDUM

TO: Board of Works and Safety and Stormwater Board

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

RE: **ANNEX RE-ROOFING PROJECT – PERMISSION TO BLOCK PARKING SPACES  
(JN: 2024-0017)**

DATE: April 22, 2024

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In conjunction with the Annex Re-Roofing project, the City's roofing contractor, E. Lee Construction, has requested the six (6) parking spaces along the southside of Jefferson Street, between Fifth Street and the first alley to the east, be reserved for their equipment and storage trailers. Public access into the Annex Building will be directed to the Fifth Street entrance.

The requested period for the blocked parking spaces is from Monday, April 28, 2025 through Friday, November 28, 2025. This period may be shortened or lengthened depending on the project's progress. The project's completion date is set for March 1, 2026.



**Requested Motion:** Move to approve the temporary closure of six (6) parking spaces along the southside of Jefferson Street, between Fifth Street and the first alley to the east, from April 28, 2025 through November 28, 2025, for use by the City's roofing contractor.

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

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Gina Leichty, Mayor

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Mike Landis, Board Member

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Mary Nichols, Board Member

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Barb Swartley, Board Member

---

Orv Myers, Board Member





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## MEMORANDUM

TO: Goshen Board of Public Works and Safety

FROM: Goshen Engineering Department

RE: **AGREEMENT FOR USE OF CITY REAL ESTATE AND RIGHT-OF-WAY AS STAGING AREA**  
**(JN: 2019-0017) (DES. NO. 2001822)**

DATE: April 24, 2025

In order to complete work on the INDOT State Road 15 bridge project, Milestone Contractors requested the use of City property and right-of-way as a temporary staging area. The proposed staging area is north of the Norfolk Southern railroad and west of North Main Street, as shown in the attached Exhibit A.

Attached, please find an agreement with Milestone Contractors to use this City property and right-of-way until the end of the State Road 15 project, and no later than December 31, 2025. Milestone Contractors will be responsible for restoring the staging area to its current condition following the project.

**Requested motion: Move to approve and authorize the Mayor to sign the indemnity agreement with Milestone Contractors, L.P., for use of City real estate and right-of-way as a staging area during INDOT's State Road 15 bridge project.**

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

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

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

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

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

\_\_\_\_\_  
Michael Landis, Member



## **Indemnity Agreement**

THIS INDEMNITY AGREEMENT is entered into on this April \_\_\_\_, 2025, by and between the City of Goshen, Indiana, a municipal corporation and political subdivision of the State of Indiana, by and through its Board of Public Works and Safety ("City"), and Milestone Contractors, L.P. ("Contractor").

Whereas, City owns real estate generally known as 103, 105, and 107 W. Wilkinson Street, Goshen, Indiana, identified as Elkhart County Parcel Nos. 20-11-09-255-002.000-015, 20-11-09-255-003.000-015, 20-11-09-255-004.000-015, and 20-11-09-255-005.000-015, as well as the right-of-way located south of said parcels to the railroad and east to North Main Street, and depicted on the map attached hereto and made a part hereof as Exhibit A (collectively hereinafter the "Real Estate").

Whereas, Contractor wishes to utilize the Real Estate for the purpose of a staging area for equipment and materials that Contractor will be using during the State Road 15 Bridge Deck Overlay Project, Des. No. 2001822 (the "Project"), from the date this agreement is executed by all parties, throughout the project's completion date or December 31, 2025, whichever event occurs first.

Now, Therefore, in consideration of the mutual promises and covenants contained herein, the Parties agree as follows:

1. City agrees to allow Contractor to utilize the Real Estate for the purpose of a staging area for equipment and materials that Contractor will be using during the Project, from the date this agreement is executed by all parties through the Project's completion date or December 31, 2025, whichever event occurs first.
2. City agrees that no payment will be made by Contractor for the use of the Real Estate, so long as the Real Estate is used for the sole purpose intended and described in this Agreement from the date of execution through December 31, 2025.
3. Contractor agrees to assume all risk and responsibility for any accident, injury, or damage to person or property arising from Contractor's entry into and activity upon the Real Estate. Contractor agrees to indemnify and hold harmless the City, its successors and assigns, from and against any and all obligations, liability, liens, claims, demands, damages, expenses, fees, costs, fines, penalties, suits, losses, judgments, proceedings, actions, and causes of action of any and every kind and nature, including without limitation, any damage or injury to person or property and all costs, attorneys' fees, and expenses incurred in connection therewith, arising or growing out of or in any way connected with Contractor's employees, agents, and invitees, entrance into, activity upon, and exit from the Real Estate.

4. City makes no warranty, express or implied, that the Real Estate is suitable for Contractor's intended use of the Real Estate. Contractor has made its own inspection of the Real Estate and relies solely on Contractor's observations in deciding to utilize the Real Estate.
5. Contractor shall keep the Real Estate in a clean and orderly condition during the duration of its utilization of the Real Estate. Contractor shall make all reasonable efforts to maintain the Real Estate in a manner that does not negatively affect the surrounding area. City assumes no responsibility for the maintenance of the Real Estate.
6. Contractor shall remove any and all materials and/or equipment from the Real Estate upon its completion of use of the Real Estate, and restore the Real Estate to the condition of the Real Estate as it existed as of the execution of this agreement at Contractor's sole cost and expense.
7. Contractor shall access the Real Estate by way of North Main Street.
8. Contractor will protect existing storm structures and water utility infrastructure, as depicted on Exhibit A.
9. Contractor will protect existing Norfolk Southern infrastructure, including but not limited to those features as depicted on Exhibit A.
10. Contractor will observe Norfolk Southern minimum track clearances for personnel, equipment, and stored materials.
11. Contractor will maintain access for Norfolk Southern and other personnel using the existing drive, which connects at North Main Street and continues through the southwestern portion of the Real Estate.
12. Contractor will install a construction drive at the access off of North Main Street, per the Indiana Stormwater Quality Manual. Any material placed on top of the existing access drive is to be left in place at the completion of use of the Real Estate.
13. Contractor will install inlet protection on North Main Street, near the staging area access.
14. Contractor will utilize all appropriate measures to prevent the discharge of pollutants within and outside the staging area, as well as the discharge of sediment outside of the staging area.
15. In the event a spill or other discharge of pollutants occurs, Contractor will be responsible for containing and removing any pollutants from within or proceeding

from the staging area. This includes the removal and appropriate disposal of any contaminated soils or other materials, as well as containment and cleanup within any portion of Rock Run Creek impacted by a spill or other discharge of pollutants.

16. Contractor will preserve a 10-foot undisturbed vegetated buffer along the north side of the staging area and will install additional perimeter protection if determined necessary by Contractor or City.
17. This agreement shall be construed in accordance with and governed by the laws of the State of Indiana. In the event that legal action is brought to enforce or interpret the terms of and conditions of this agreement, the proper venue for such action will be in a court of competent jurisdiction in Elkhart County, Indiana.
18. In the event that either party brings an action to enforce any right conferred by this agreement or to force the other party to fulfill any obligation imposed by this agreement, the prevailing party of such action shall be entitled to recover all costs of that action, including reasonable attorneys' fees.
19. In the event that any provision of this agreement is found to be invalid or unenforceable, then such provision shall be reformed in accordance with applicable law. The invalidity or unenforceability of any provision of this agreement shall not affect the validity or enforceability of any other provision of this agreement.
20. All provisions, covenants, terms, and conditions of this agreement apply to and bind the parties and their legal heirs, representatives, successors, and assigns.
21. This agreement constitutes the entire agreement between the parties relative to the use of the Real Estate and supersedes all other agreements or understanding between City and Contractor relative thereto.

IN WITNESS WHEREOF, the parties have set their hands to this agreement as set forth below.

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

**Milestone Contractors, L.P.**

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

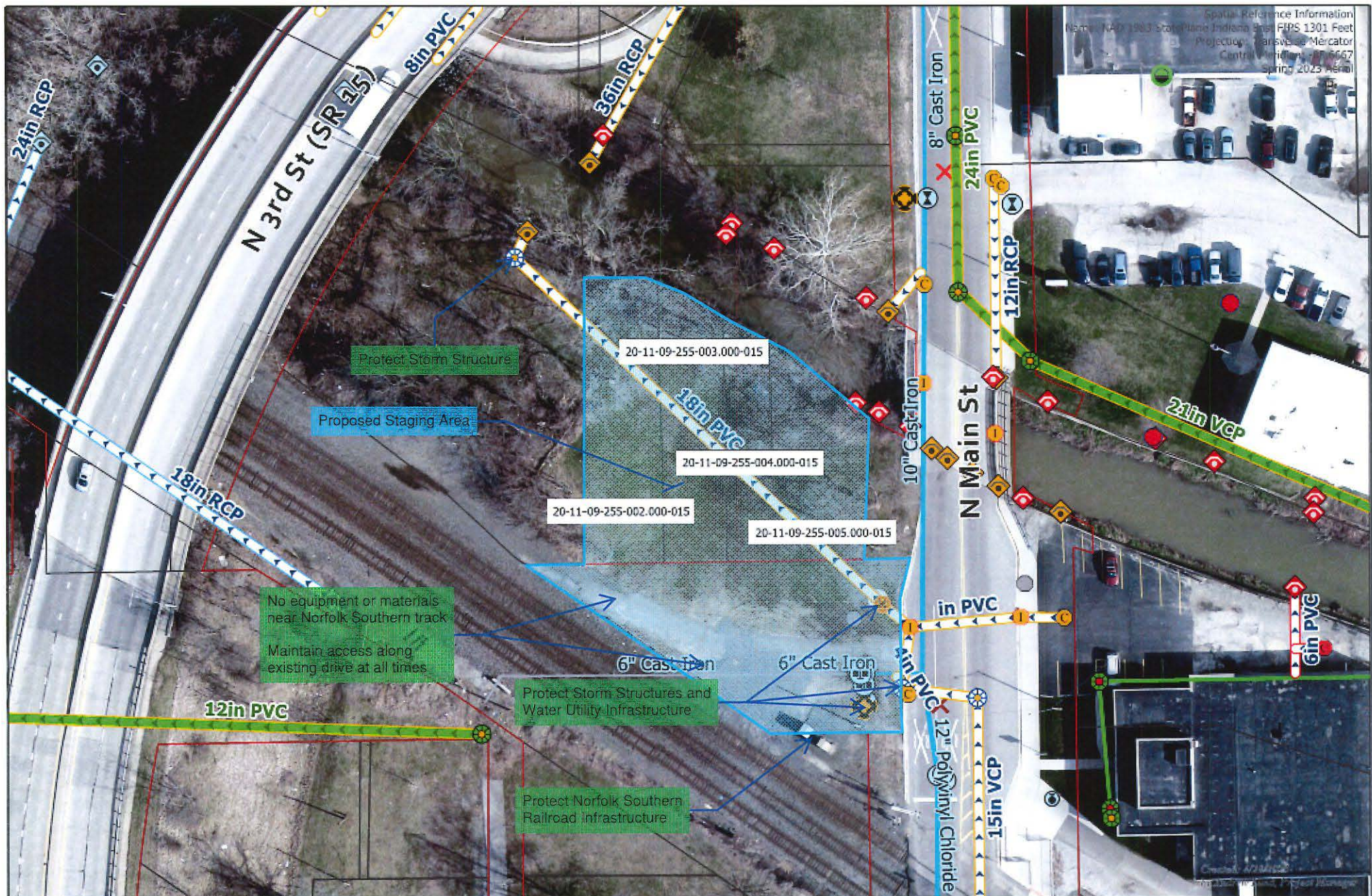
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\_\_\_\_\_  
Printed: \_\_\_\_\_

Its: \_\_\_\_\_

Dated: \_\_\_\_\_





## Proposed Staging Area for Milestone Contractors INDOT SR 15 Bridge Project (Des. No. 2001822)



0 20 40  
 US Feet

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

**The City of Goshen**  
 Department of Public Works &  
 Safety Office of Engineering  
 204 East Jefferson Street, Goshen, Indiana 46528  
 Phone: 574-534-2201 Fax: 574-533-8626





Mattie Lehman – GIS Coordinator  
CITY OF GOSHEN

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

Phone (574) 537-3818 • Fax (574) 533-8626

mattielehman@goshencity.com • www.goshenindiana.org

## MEMORANDUM

TO: BOW

FROM: Mattie Lehman, GIS Coordinator

RE: **RENEWAL AMENDMENT - CULTIVATE GEOSPATIAL ON-CALL CONSULTING SERVICES FOR GIS (JN: 2024-0019)**

DATE: 2025.04.24

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The Engineering Department is seeking to renew its on-call services Agreement with Cultivate Geospatial for Geographic Information Systems (GIS) support services. This subscription-based service Agreement purchases 50 hours of service at a cost of \$10,000. Work will be directed primarily by the GIS Coordinator using Task Orders authorized by the Mayor.

Last year, Cultivate assisted with two ArcGIS Enterprise server updates, advised on industry trends and system architecture, helped trouble shoot during system disruptions, created a workflow for quickly posting user accessible drone imagery, made print services for use in our online environment, and helped develop a methodology for scoring sidewalk segments based on walk times from points of interest.

123 hours were used of the originally purchased 150 hours of service – remaining hours will roll over to this contract term.

Service hours this year will be used primarily for the development of system health monitoring tools, additional system upgrades, and general advising on best practices.

**Requested Motion:** Move to approve and authorize the Mayor to sign the Agreement Amendment with Cultivate Geospatial for Professional Engineering On-Call Consulting Services for the Geographic Information System (GIS) and authorize the Mayor to sign Task Orders.

## AMENDMENT NO. 1

### AGREEMENT FOR PROFESSIONAL ENGINEERING ON-CALL CONSULTING SERVICES FOR THE GEOGRAPHIC INFORMATION SYSTEM (GIS).

THIS AMENDMENT is entered into on \_\_\_\_\_, 2025, which is the last signature date set forth below, by and between **Cultivate Geospatial**, whose address is 3500 Depauw Blvd, Suite 10815, Indianapolis, Indiana 46268 hereinafter referred to as “Consultant”, and the City of Goshen by its Board of Public Works and Safety, hereinafter referred to as “City”.

#### RECITALS

- (A) City and Cultivate Geospatial entered into an Agreement on April 24, 2024 for on-call consulting services for the Geographic Information System (GIS).
- (B) The parties wish to renew the Agreement for the first one (1) year term as written in the original agreement.
- (C) Any modification or amendment to the terms and conditions of the Agreement shall be made in writing and signed by both parties.

In consideration of the terms, conditions and mutual covenants to be kept and performed under the original Agreement, and under the terms, conditions and mutual covenants of this Amendment, the parties agree as follows:

#### SECTION 1. Effective Date; Term; Renewal

The Agreement shall be extended for an additional period of one (1) year, commencing the date of execution by all parties through and including April 30, 2026.

#### SECTION 2. Original Agreement

In all respects, all other provisions of the original Agreement not affected by this Amendment shall remain in full force and effect.

#### SECTION 3. Authority to Execute

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

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

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

**Cultivate Geospatial**

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

\_\_\_\_\_  
Douglas Lynch, GISP, Principal

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

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



**Engineering Department  
CITY OF GOSHEN**

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## MEMORANDUM

TO: Board of Public Works and Safety

FROM: Goshen Engineering Department

RE: **CHANGE ORDER NO. 6 FOR COUNTY COURTS CONSOLIDATION  
ROADWAY IMPROVEMENTS  
(JN: 2021-0014)**

DATE: April 24, 2025

---

Attached, find Change Order No. 6 for the County Courts Consolidation Roadway Improvements project.

Temporary epoxy striping was necessary during the colder months until conditions allow permanent striping to be installed as designed. A change order amount of \$2,442.36 covers the cost for the unanticipated work.

At the roundabout it is highly recommended a colored concrete border be installed as a visual indicator. A change order amount for \$10,522.50 is needed for the material and cleanup.

The original contract amount was \$4,165,762.30. The concrete color additive and temporary epoxy striping will increase the contract by \$12,994.86, for a revised contract amount of \$4,270,817.78. With approval of these changes, the total project cost will have been amended by 2.52%.

**Requested motion: Move to approve Change Order No. 6 for the concrete color additive and the temporary epoxy striping that was installed for an increase of \$12,994.86.**

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

OWNER: City of Goshen

PROJECT NAME: Court Consolidation Roadway Improvements

PROJECT NUMBER: 2021-0014

CONTRACTOR: Niblock Excavating, Inc.

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

Temporary epoxy striping was necessary during the colder months until conditions allow permanent striping to be installed as designed. A change order amount of \$2,442.36 covers the cost for the unanticipated work.

At the roundabout it is highly recommended a colored concrete border be installed as a visual indicator. A change order amount for \$10,522.50 is needed for the material and cleanup.

6.1	Concrete Color Additive	450 SY	@ \$23.45	-----	\$10,552.50
6.2	Mobilization and Demobilization (Pavement Markings)	1 LS	@ \$1,500.00	-----	\$1,500.00
6.3	Temp. Pavement Marking, 4 IN Solid Yellow Epoxy	1712 LFT	@ \$0.34	-----	\$582.08
6.4	Temp. Pavement Marking, 4 IN Solid White Epoxy	142 LFT	@ \$0.34	-----	\$48.28
6.5	Temp. Pavement Marking, 4 IN Broken Yellow	300 LFT	@ \$1.04	-----	\$312.00

Subtotal - \$12,994.86



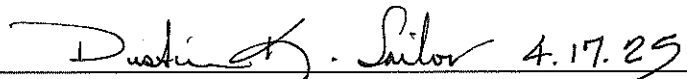
**II. ADJUSTMENTS IN AMOUNT OF CONTRACT**

1. Amount of original contract		\$4,165,762.30
2. Net (Addition/ <del>Reduction</del> ) due to all Previous Contract Supplements Numbers	4 to <u>5</u>	\$92,060.62
3. Amount of Contract, not including this supplement		\$4,257,822.92
4. Addition/ <del>Reduction</del> to Contract due to this supplement		\$12,994.86
5. Amount of Contract, including this supplemental		\$4,270,817.78
6. Total (Addition/ <del>Reduction</del> ) due to all Change Orders (Line 2 + Line 4)		\$105,055.48
7. Total percent of change in the original contract price Includes Change Order No.	5 to <u>6</u>	2.52%
(Line 6 divided by Line 1)		

**III. CONTRACT SUPPLEMENT CONDITIONS**

1. The contract completion date established in the original contract or as modified by previous Contract Supplement(s) is hereby extended/~~reduced~~ by 0 calendar days.
2. Any additional work to be performed under this Contract supplement will be carried out in compliance with the specifications included in the preceding Description of Work Involved, with the supplemental contract drawing designed as X-2431, and under the provisions of the original contract including compliance with applicable equipment specifications, general specifications and project specifications for the same type of work.
3. This Contract Supplement, unless otherwise provided herein, does not relieve the contractor from strict compliance with the guarantee provisions of the original contract, particularly those pertaining to performance and operation of equipment.
4. The contractor expressly agrees that he will place under coverage of his Performance and Payment Bonds and contractor's insurance, all work covered by this Contract Supplement. The contractor will furnish to the owner evidence of increased coverage of this Performance and Payments bonds for the accrued value of all contract supplements, which exceed the original contract price by two (2.68) percent.

**RECOMMENDED FOR ACCEPTANCE**

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

**ACCEPTED:** REDEVELOPMENT  
CITY OF GOSHEN, INDIANA

BY: \_\_\_\_\_  
Becky Hutsell, Redevelopment Director

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

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

**ACCEPTED:** CONTRACTOR

\_\_\_\_\_  
Niblock Excavating, Inc.

BY: \_\_\_\_\_  
Signature of authorized representative

\_\_\_\_\_  
Printed

\_\_\_\_\_  
Title