



Board of Public Works & Safety and Stormwater Board

Regular Meeting Agenda

4:00 p.m., July 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: July 3, 2025 and July 17, 2025 meetings

Approval of Agenda

1) Police Department requests: Approve the following:

- The terms and conditions and ratify the execution of the Conditional Offer of Employment Agreement with **Ever Gutierrez Franco** #221, dated June 30, 2025, and approve the hiring of Officer Franco as a Probationary Patrol Officer retroactive to July 14, 2025
- The terms and conditions and ratify the execution of the Conditional Offer of Employment Agreement with **Noah Schuyler Kiessling**, #243 dated March 10, 2025, and approve the hiring of Officer Kiessling as a Probationary Patrol Officer retroactive to Monday, July 7, 2025

2) Police Department requests: Approve the following resignations:

- **Officer Paige Hershberger** #209, effective July 24, 2025
- **Sergeant Kaleb Rucker** #210, effective July 27, 2025
- **Officer Seth Bayes** #225, effective July 25 2025
- **Officer Desmond Wilkins-Maxwell** #238, effective July 17, 2025

3) Blue Knights Indiana Chapter VIII Law Enforcement Motorcycle Club request:

Approve the coordination and support for its *27th Annual Riding to Remember Fallen Police Officer, Firefighter, and Veteran Charity Motorcycle Ride*, on Sunday, Sept. 7, 2025

4) Elks Lodge 798 request: Approve the temporary of North Main Street, between Clinton and Pike streets, from 4 p.m. to 9 p.m. on Sept. 5, 2025 for an annual car show event in conjunction with First Friday activities

5) Downtown Goshen Inc. request: Approve multiple addendums to the previously requested street closure times for the year of 2025 for purposes of First Friday activities



6) Jesse Stoltzfus Electric request: Approve installing a 3.5 ton mini split condenser in the alley to the east of the rear of the building at 314 S Main Street in downtown Goshen

7) Aspen Meadows Apartments request: Approve appeal of \$667.35 in late fees for its June water bill

8) Lacasa, Inc. request: Approve the temporarily closure of the sidewalk in front of the Shoots Building, from July 28 to Aug. 1, 2025, to ensure the safety of contractors while they complete exterior painting on that side of the building

9) Burks Property Innovators, LLC request: Approve installation of a gravel parking area at 4313 Midway Road

10) Legal Department request: Approve and authorize Mayor Leichty to execute the agreements with Better Way Roofing, LLC for roof replacements to the Huts and Exhaust Room at 308 N. 5th Street at a cost of \$6,690

11) Legal Department request: Approve and authorize the Mayor to execute amendment No. 3 to contract for Solid Waste Collection Services with Borden Waste Away Service, LLC

12) Legal Department request: Approve Resolution 2025-18, Approving the Financing for the Purchase of a Combination Sewer Jetter Rodder Truck through U.S. Bancorp Government Leasing and Finance, Inc. **AND** approve and authorize Mayor Leichty and Clerk Treasurer Aguirre to execute Property Schedule No. 6 to a certain Master tax-Exempt Lease/Purchase Agreement with U.S. Bancorp Government Leasing and Finance, Inc. including all accompanying documents

13) Redevelopment Department request: Authorize entering into an agreement with AP Cycleworks, LLC to utilize the City's Brownfield Revolving Loan Fund to award a grant to fund the soil remediation at 620 E. Douglas Street for the Ariel Cycleworks Project

14) Engineering Department request: Approve Change Order No. 1 for the replacement of 5 double hung window and the installation of flat lock copper over the dormers for \$82,890

15) Engineering Department request: Approve Change Order No. 2 for the Asphalt Paving Package A to have the pavement markings grooved, additional temporary pavement markings and signs, remove the unsuitable soil and backfill with suitable soil for \$25,353.80

16) Engineering Department request: Approve signing the agreement with Abonmarche Consultants for Utility Relocation Construction Staking for the North Goshen Service Line Replacement and Utility Improvements project in the amount of \$20,000



17) Engineering Department request: Approve agreement with Mendenhall & Associates, LLC for Labor Standards Services on the North Goshen Service Line Replacement and Utility Improvements project in the amount of \$18,000

18) Engineering Department request: Approve the updated construction details (RD-105 Downtown ADA Compliant Sidewalk Layout) as part of the overall construction detail package

19) Engineering Department request: Approve the College Avenue Phase I project for letting and sign the title sheets

20) Engineering Department request: Approve the road closure on Plymouth Avenue, between S.R 15 and U.S. 33, for the work of full depth pavement removal, geogrid installation, curb work, sidewalks, drive approaches, ADA ramps, milling and to rebuild the asphalt roadway from Friday, Aug. 1 thru Friday, Oct. 2, 2025.

Privilege of the Floor

CITY OF GOSHEN STORMWATER BOARD

4:00 p.m., July 24, 2025

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

Members: Mayor Leichty, Mike Landis and Mary Nichols

21) Accept the corrected post-construction stormwater management plan for the Goshen Community Schools New Baseball Softball Complex

22) Accept the post-construction stormwater management plan amendment for the Lassus Fuel Station - Tesla Charging Station project

Approval of Civil City and Utility Claims

Adjournment



**BOARD OF PUBLIC WORKS & SAFETY & STORMWATER BOARD
MINUTES OF THE JULY 3, 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 4:01 p.m.

REVIEW/APPROVE MINUTES: Mayor Leichty presented the minutes of the June 12, 2025 and June, 26, 2025 regular meetings as prepared by Clerk-Treasurer Aguirre. Board member Barb Swartley made a motion to approve the minutes as presented. Board member Mike Landis seconded the motion. The motion passed 5-0.

REVIEW/APPROVE AGENDA: Mayor Leichty presented the agenda with the addition of agenda item #11, *College Farm Neighborhood request: Approve the closure of the 1800 block of South 13th Street and use of street barricades on Aug. 2, 2025 for the annual block party.* Board member Swartley made a motion to approve the agenda as amended. Board member Landis seconded the motion. The motion passed 5-0.

1) Fire Department request: Approve the terms and conditions and ratify the execution of the Conditional Offer of Employment Agreements with Roy Thomas, Jordan Yoder, Konnor Cabe, Morgan Dyer, Christian Roman, and Chase Bair and approve their hiring as Probationary Firefighters, effective July 11, 2025 Assistant City Attorney Don Shuler asked the Board to ratify six conditional offers of employment for the Fire Department for Roy Thomas, Jordan Yoder, Konnor Cabe, Morgan Dyer, Christian Roman and Chase Bair. He said all have successfully passed qualifications to enter into the Public Employee Retirement Fund and the Fire Department would like to proceed with their hiring.

Mayor Leichty said the firefighters are scheduled to be sworn into office on July 17, 2025.

Swartley/Landis made a motion to approve the terms and conditions and ratify the execution of the Conditional Offers of Employment Agreement with Roy Thomas, Jordan Yoder, Konnor Cabe, Morgan Dyer, Christian Roman, and Chase Bair and approve the hiring of said individuals as Probationary Firefighter effective July 11, 2025. Motion passed 5-0.

2) Sage Salon requests: Approve placement of a projecting sign at 106 South Main Street

Rob Steury asked the Board for permission to install a projecting sign on the façade of Sage Salon, 106 South Main Street, which he owns with his wife, Rebekah Steury. He briefly described the sign and its proposed location said he also hoped to add some flower boxes underneath a window in the front of the business.

Assistant Planning & Zoning Administrator Rossa Deegan previously informed the Board that the Planning Department reviewed Steury's application for a projecting sign and could issue a zoning clearance once it was approved by the Board of Works. The Planning Department did not objection to it advancing to the Board.

Swartley/Landis made a motion to approve a projecting sign and flower boxes for Sage Salon, 106 South Main Street. The motion passed 5-0.

3) Legal Department request: Approve Resolution 2025-16, Declaring Surplus and Authorizing Disposal of Water Meters



Shannon Marks, the Legal Compliance Administrator for the City Legal Department, told the Board that the City Water Department wants to dispose of brass water meters that have been removed from the distribution system due to poor performance and/or age. These meters may have a scrap value estimated to be less than \$5,000.

Resolution 2025-16 declares the meters as surplus and authorize the disposal by selling the meters for scrap. In the event the meters have no scrap value, then authorization is given to demolish or junk the meters.

The brass water meters were described as follows:

| Quantity | Meter Size |
|--------------------|------------|
| 35 | 5/8" |
| 301 | 3/4" |
| 32 | 1" |
| 6 | 1-1/2" |
| 7 | 2" |
| 1 | 3" |
| 2 | 4" |
| (384 Total) | |

Swartley/Landis made a motion to pass Resolution 2025-16 , *Declaring Surplus and Authorizing the Disposal of Water Meters*. Motion passed 5-0.

4) Environmental Resilience Department request: To provide water for the City's tree nursery, approve the contract with Martin's Well Drilling for \$9,200 and allow Mayor Liechty to sign the agreement

Aaron Sawatsky Kingsley, Director of the City Department of Environmental Resilience, told the Board that the City's new three-acre tree nursery is located at 4106 Dierdorff, site of the proposed wellfield. There is no water service available at that location, so, drilling a well is the most economical choice and is anticipated to meet the needs of the nursery for decades.

Kingsley said Martin's well drilling was the most responsive bidder at \$9,200. The well will utilize a 1½ hp variable speed pump to provide variability in volume needs and allow adequate pressure to pump short and long distances.

Swartley/Landis made a motion to approve the contract with Martin's Well Drilling for \$9,200 and allow Mayor Liechty to sign the agreement. Motion passed 5-0.

5) Engineering Department request: Approve signing the agreement with Niblock Excavating for the North Goshen Service Line Replacement and Utility Improvements project in the amount of \$9,826,940

City Director of Public Works & Utilities Dustin Sailor told the Board that on April 24, 2025, the City received the following proposals for the North Goshen Service Line Replacement and Utility Improvements project:

| | |
|--------------------|--------------|
| Niblock Excavating | \$ 9,826,940 |
| C&E Excavating | \$16,573,610 |

The Engineering Department requested that the Board of Public Works and Safety officially award the contract to Niblock Excavating as the lowest responsive and responsible bidder.

Sailor said the City closed on the State Revolving Fund, SRF, grant and loans on June 5, 2025, and received a Contract Award Approval Letter from the SRF on June 16, 2025. Funding for the project was broken down as follows: \$2,500,000 as grant, \$2,500,000 as 0% loan, and \$3,024,990 as low-interest loan from the SRF. The remaining \$1,801,950 will be funded by the City Water and Sewer Departments

Swartley/Landis made a motion to approve signing the agreement with Niblock Excavating for the North Goshen Service Line Replacement and Utility Improvements project in the amount of \$9,826,940. Motion passed 5-0.



6) Engineering Department request: Approve the Kercher Road lane restrictions from June 30 through Oct. 21, 2025

City Director of Public Works & Utilities Dustin Sailor said that due to scheduling he was making a retroactive request, to June 30, 2025, for Kercher Avenue lane restrictions. He said there will be several phases of work along Kercher Road for the asphalt paving project.

Sailor said the first through the sixth phase of the project is to remove and replace storm structures between the railroad tracks and Dierdorff Drive. The final phase is to mill and pave Kercher Road from Violet Road to US 33.

Sailor said Phend & Brown is requesting lane restrictions for all phases of work on Kercher Road from Violet Road to US 33 with Phend & Brown providing traffic control. The multi-use trail on the south side of Kercher Road will need to be closed for replacement of the structures.

Phend & Brown will maintain open access for the businesses and residents on Kercher Road. The partial lane restrictions will occur between June 30 through Oct. 21, 2025.

Board member Landis asked about the extent of the structures being replaced and why they failed. **Sailor** said the project is not very old but some structures have failed for an "undetermined reason." So, he said the structures that failed are being replaced and there will be monitoring of the installation.

Swartley/Landis made a motion to approve the Kercher Road lane restrictions from June 30 through Oct. 21, 2025. Motion passed 5-0.

7) Engineering Department request: Approve the road closure on Hackett Road and Johnston Street for the work of full depth pavement removal, storm underdrains, curb work and to rebuild the asphalt roadway from Monday, July 7 thru Friday, Aug. 1, 2025

City Director of Public Works & Utilities Dustin Sailor told the Board that Niblock Excavating is requesting a road closure on Hackett Road, between State Road 15 and Johnston Street. Niblock will be performing work to remove and replace full depth asphalt pavement and install storm underdrains.

Sailor said after the asphalt base is paved on Hackett Road, Niblock will do some curb work, mill, and install petromat on Johnston Street, from S.R. 15 to Michigan Avenue. Niblock will then surface pave Hackett & Johnston.

Sailor said this work will start on Monday July 7 and go through Friday Aug. 1. Niblock will maintain access to the businesses and residents and have all the traffic control devices in place.

In response to questions from **Board member Landis**, **Sailor** said a developer installed the road, adding that the City would be carrying out a full roadway removal and replacement, including a new drainage layer and storm sewer.

Swartley/Landis made a motion to approve the road closure on Hackett Road and Johnston Street for the work of full-depth pavement removal, storm underdrains, curb work and to rebuild the asphalt roadway from Monday July 7 thru Friday Aug. 1, 2025. Motion passed 5-0.

8) Engineering Department request: Approve the installation of on-street parking delineations as designated along Johnston Street at the request of Green Oaks of Goshen AND Approve the installation of "No Parking" signs in designated areas along Johnston Street (these separate requests were considering simultaneously)

City Engineering Project Manager Andrew Lund told the Board that the Engineering Department received a request from Green Oaks of Goshen, a senior housing facility, for pavement markings to be installed along Johnston Street for on-street parking.

The request noted there were parking challenges onsite at 282 Johnston Street due to limited spaces available, and that striped parking stalls would help provide a more efficient use of on-street parking space.

Lund said on-street parking is now permitted though not delineated, and the speed limit is posted at 30 MPH, with an 85th percentile speed of 32 MPH. The roadway pavement is 34 feet wide. Engineering staff have noted minimal usage of on-street parking from other apartment buildings and businesses along Johnston Street.



For context and background, **Lund** said Green Oaks of Goshen is a four-story, 120-unit assisted living facility. Per Goshen's Zoning Ordinance, 180 parking spaces would have been required for Green Oaks (as a Nursing Home). However, only 54 spaces were proposed for the development. In support of the parking variance, it was noted that few residents of the Green Oaks site would drive. Further justification was based on parking ratios of an Assisted Living "Use Group," as described in the Institute of Transportation Engineers Parking Generation Manual, 4th Edition (ITE Manual). According to the ITE Manual, the average parking supply ratio of an Assisted Living site is 0.6 spaces per unit, and the average peak period parking demand is 0.41 spaces per unit, with an 85th percentile of 0.54 spaces per unit. Green Oaks supplies 0.45 spaces per unit.

Lund said Green Oaks has 50 common-use parking spaces and 4 reserved (ADA) parking spaces. Engineering staff reached out to Green Oaks and learned that there is a consistent need for on-street parking. Green Oaks staff have observed as many as 10 vehicles park on the street on a typical weekday.

However, on-street parking demand grows during regular events. Twice a month, vehicles park along the entire Green Oaks property. Once every quarter there are larger events where up to half of Johnston Street is utilized for on-street parking. And there is no more room for parking on site.

Lund said his request was presented at the May meeting of the Traffic Commission. Green Oaks Executive Director Carlos Romero and Director of Marketing and Sales Mary Gallardo were in attendance. They explained that with the expected growth to full unit occupancy, they anticipated as many as 15 vehicles may need to park on the street on a typical weekday.

After discussion of the related Engineering Department request for parking restrictions, **Lund** said Traffic Commission members provided a unanimous positive recommendation that the Board of Public Works approve the installation of bookends/bump-outs with on-street parking in three areas.

In addition, **Lund** also asked the Board to implement parking restrictions through the installation of "No Parking" signs in designated areas along Johnston Street.

Lund said following a review of sight distance concerns associated with existing on-street parking on the south side of Johnston Street, near the entrance to Green Oaks (282 Johnston Street), Engineering staff has determined that restricting parking in this area is warranted. These restrictions are recommended to enhance visibility and ensure safe turning movements for drivers exiting the Green Oaks property onto Johnston Street.

Lund said the proposed parking restrictions would apply to the south side of Johnston Street, directly adjacent to 282 Johnston Street, extending to the west to the west side of the intersection with Stone Drive and to the east, to a position immediately west of the drive entrance for 204–216 Johnston Street.

Lund said this request was presented at the May meeting of the Traffic Commission, where it received unanimous approval and a positive recommendation to the Board of Public Works.

In response to questions from **Board member Landis**, **Lund** clarified the recommended area for parking restrictions.

Clerk-Treasurer Aguirre said he appreciated the staff report and the clarity of it as it explained how much parking was provided compared with how much is needed. He said he knows that if there's a future proposed senior housing facility, it will be considered on its own merits. However, he asked if this experience would influence the Engineering Department's future recommendation on needed parking since parking in this case has proven to be inadequate.

Lund said that would be up to the Planning Commission, but that the Engineering Department would pass on information about this case.

Swartley/Landis made a motion to approve the installation of on-street parking delineations as designated along Johnston Street and the installation of "No Parking" signs in designated areas along Johnston Street. Motion passed 5-0.



10) Engineering Department request: Approve the installation of an all-way stop at Leroy Street and 12th Street and leave the intersection of Leroy Street and 13th Street uncontrolled

City Engineering Project Manager Andrew Lund told the Board that Traffic Commissioner and Police Patrol Division Chief Ryan Adams received a request from a family member of Leroy Street residents. The family member was concerned with children's safety with traffic coming from the industrial park, using Leroy Street to bypass the traffic light at College Avenue and 15th Street. The family member requested a stop sign at this intersection.

Lund said the request was brought to the Oct. 17, 2024 Traffic Commission meeting. Engineering staff advised that the addition of a stop sign on the Leroy Street would have resulted in an all-way stop, according to the current Manual on Uniform Traffic Control Devices (MUTCD). Having reviewed vehicle and pedestrian volume warrants for stop signs, Commission members familiar with the intersection did not believe traffic would meet those requirements. The Commission voted unanimously with a recommendation to deny the request of stop signs, which would have made the intersection an all-way stop.

Lund said the Commissioners' recommendation was brought before the Dec. 12, 2024, Board of Works meeting. Board members cited concerns about the speeding traffic in the area related to people traveling to or from work and requested that traffic counts and an evaluation be performed by the Engineering Department.

Lund said Engineering staff completed traffic counts at the locations under consideration. The counts were compared with warrants for all-way stop control per 2011 IMUTCD and National MUTCD and no warrants were found to be met for all-way stop control intersection at Leroy St and 13th Street. The warrant summary was shown in Exhibit B, and raw traffic data was shown in Exhibit C.

Lund said while measured sight distance at the intersection is less than optimal (100-110 feet where 140 feet is recommended), most drivers yield on the leg of a "T" intersection. After speaking with the requesting family member and discovering most traffic occurs on Leroy St and 12th Street, traffic counts were also taken on 12th Street.

Lund said the request and traffic data were brought before the May 15 Traffic Commission meeting. A family member of the person making the original request was in attendance and explained that most traffic seems to travel along Leroy Street to 13th Street. Speed seemed to be the largest issue along Leroy Street, and both the IMUTCD and MUTCD state that stop signs are not meant to control speed. However, it was observed that through traffic turns without stopping at the intersection of Leroy Street and 12th Street, and that left westbound to southbound left turns may conflict with that movement.

Lund said the family member confirmed that vehicle movements can be confusing at this intersection, especially when vehicles are exiting from Goshen College athletics events. Controlling left turn conflicts is a warrant for implementing an all-way stop. He confirmed that having an all-way stop at the intersection of Leroy Street and 12th Street would help overall traffic issues in their neighborhood.

Lund said after discussion, Traffic Commission members voted with a unanimous approval to install an all-way stop at Leroy Street and 12th Street and leave the intersection at Leroy Street and 13th Street as uncontrolled.

Swartley/Landis made a motion to approve the installation of an all-way stop at Leroy Street and 12th Street and leave the intersection of Leroy Street and 13th Street uncontrolled. Motion passed 5-0.

11) College Farm Neighborhood request: Approve the closure of the 1800 block of South 13th Street and use of street barricades on Aug. 2, 2025 for the annual block party (added agenda item)

Mayor Leichty said the College Farm Neighborhood, consisting of the area South of College Avenue from 12th Street to 15th Street, requested permission to hold a Neighborhood Block Party in the 1800 block of South 13th Street, between Mervin Avenue and Leroy Street, on Saturday, Aug. 2, 2025, from 6:30 to 9 p.m.

In a written request (**EXHIBIT #1**), Craig Yoder wrote that the College Farm Neighborhood Committee asked that this one block be closed during this time. He asked that street barricades be dropped off at 13th Street and Leroy Avenue and at 13th Street and Mervin Avenue for the event.



Yoder also asked that a police officer familiar with the neighborhood stop by the party to be introduced to residents. **Swartley/Landis** made a motion to approve the closure of the 1800 block of South 13th Street, between Mervin Avenue and Leroy Street, on Aug. 2, 2025 for the annual block party. 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 4:30 p.m.

City Street Commissioner David Gibbs informed the Board that Beacon Health wanted to use parking spots along Main Street, near First State Bank, for a blood drive next Friday, July 11. He said he advised the representative of Beacon Health to appear before the Board today and request the use of parking spaces, but no one was present. **Mayor Leichty** clarified the location and said it was "a good cause."

Mayor Leichty closed the public comment period at 4:30 p.m.

APPROVAL OF CIVIL & UTILITY CLAIMS

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

ADJOURNMENT

Mayor Leichty adjourned the meeting at 4:31 p.m.

EXHIBIT #1: *A memorandum, dated May 12, 2025, from Craig Yoder of the College Farm Neighborhood that was distributed to the Board. The memo concerned added agenda item #11, College Farm Neighborhood request: Approve the closure of the 1800 block of South 13th Street and use of street barricades on Aug. 2, 2025 for the annual block party.*

APPROVED:

Mayor Gina Leichty

Mike Landis, Member



Orv Myers, Member

Mary Nichols, Member

Barb Swartley, Member

ATTEST:

Richard R. Aguirre, City of Goshen Clerk-Treasurer



BOARD OF PUBLIC WORKS & SAFETY & STORMWATER BOARD

MINUTES OF THE JULY 17, 2025 MEETING

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

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

Call To Order: Mayor Leichty called the meeting to order at 3:58 p.m.

Review/Approve Minutes: *None were available.*

Review/Approve Agenda: Mayor Leichty presented the agenda. Board member Mary Nichols made a motion to approve the agenda as presented. Board member Orv Myers seconded the motion. The motion passed 5-0.

1) Fire Department request for the hiring of six firefighters: City Fire Chief Anthony Powell asked the Board to approve the hiring of the following individuals as probationary firefighters for the City Fire Department: **Roy Thomas, Jordan Yoder, Konnor Cabe, Morgan Dyer, Christian Roman and Chase Bair.**

Chief Powell said "each of these individuals have successfully completed the necessary pre-employment requirements, and has begun their orientation and initial training with the department. I respectfully request that their official hiring be approved with a retroactive effective date of July 11, 2025."

Nichols/Myers made a motion to approve the hiring of Roy Thomas, Jordan Yoder, Konnor Cabe, Morgan Dyer, Christian Roman and Chase Bair as probationary firefighters for the City Fire Department, effective July 11, 2025. The motion passed 5-0.

After approval, Mayor Leichty individually swore in Roy Thomas, Jordan Yoder, Konnor Cabe, Morgan Dyer, Christian Roman and Chase Bair as probationary firefighters. They were accompanied by family members.

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

Mayor Leichty opened Privilege of the Floor at 4:10 p.m.

Fire Chief Powell asked the Board to accept the resignation of **Probationary Firefighter Jeffery Gill**. He said, "Firefighter Gill has submitted his resignation, and we have accepted it accordingly. This action will take effect upon your approval. We will proceed with updating our department records and administrative processes following the confirmation." **Chief Powell** gave the Board a two-page memorandum (**EXHIBIT #1**) about the resignation request which included Jeffery Gill's resignation letter, dated July 17, 2025.

Nichols/Myers made a motion to approve the resignation of Probationary Firefighter Jeffery Gill effective immediately. Motion passed 5-0.

Mayor Leichty then closed the public comment period.

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 4:13 p.m.

EXHIBIT #1: Fire Chief Powell's two-page memorandum, dated July 17, 2025, requesting that the Board accept the resignation of Probationary Firefighter Jeffery Gill, effective immediately.



APPROVED:

Mayor Gina Leichty

Mike Landis, Member

Orv Myers, Member

Mary Nichols, Member

Barb Swartley, Member

ATTEST:

Richard R. Aguirre, Clerk-Treasurer



Jose' D. Miller

Chief of Police

111 E Jefferson St
Goshen, Indiana 46528

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

Date: July 17th, 2025

From: Chief Jose' Miller

Reference: Hiring of Ever Gutierrez Franco #221 for Probationary Patrol Officer

I am requesting that the Board of Public Works and Safety move to approve the terms and conditions and ratify the execution of the Conditional Offer of Employment Agreement with Ever Gutierrez Franco dated June 30th, 2025, and approve the hiring of Ever Gutierrez France as a Probationary Patrol Officer retroactive to Monday July 14th, 2025.

Ever was a certified full-time police officer working for the City of Goshen as a patrol officer until his resignation on January 4th, 2025. Ever had left Goshen Police Department to work at Warsaw Police Department before coming back to Goshen.

Previously, Ever was hired at the Goshen Police Department on June 21st, 2022. We are thrilled to have Ever back on the department serving our community.

Respectfully,

A handwritten signature in black ink, appearing to be "J. Miller", written over a light blue horizontal line.

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

Telephone: (574) 533-8661

Hearing Impaired: (574) 533-1826

FAX: (574) 533-1826

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

THIS AGREEMENT is made and entered into effective as of the latter date of the signatures hereon, by and between **Ever G Gutierrez-Franco** ("Gutierrez-Franco") and **City of Goshen, Indiana** ("City").

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

CONDITIONAL OFFER OF EMPLOYMENT

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

- (1) City may not currently have a personnel vacancy in the Goshen Police Department rank and file. Gutierrez-Franco understands that a personnel vacancy in the rank and file of the Goshen Police Department may not currently exist. Gutierrez-Franco understands that actual employment with the City of Goshen and Goshen Police Department will not occur until such time that a personnel vacancy is available and/or positions are being added to increase the number of police officers.
- (2) Gutierrez-Franco certifies that Gutierrez-Franco is an active member of the Indiana Public Retirement System and the 1977 Police Officers' and Firefighters' Pension and Disability Fund (1977 Fund) with another department that participates in the 1977 Fund, has separated or will separate from that department, and not later than 180 days after the date of separation, Gutierrez-Franco agrees to become employed as a full-time police officer with the City of Goshen and Goshen Police Department.
- (3) The Goshen Police Department will request the Goshen Board of Public Works and Safety to ratify the execution of this agreement and approve the hiring of Gutierrez-Franco in a public meeting when a position opening becomes available in the Goshen Police Department.
- (4) If Gutierrez-Franco decides to decline employment with the City of Goshen and Goshen Police Department prior to the approved hiring in paragraph (3), Gutierrez-Franco shall provide City notice in writing, and City shall withdraw this offer of employment and this agreement shall be terminated.

AMENDMENT

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

SEVERABILITY

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

INDIANA LAW

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

BINDING EFFECT

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

ENTIRE AGREEMENT

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

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

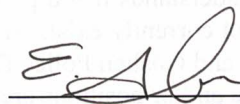
City of Goshen, Indiana
Goshen Police Department



Jose Miller, Police Chief

or
Shawn Turner, Assistant Police Chief

Date: 6/30/2025



Ever G Gutierrez-Franco

Date: 06/30/2025

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

Gina M. Leichty, Mayor

Date: _____



Jose' D. Miller

Chief of Police

111 E Jefferson St
Goshen, Indiana 46528

TO: Goshen Board of Public Works & Safety

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

Date: July 17th, 2025

From: Chief Jose' Miller

Reference: Hiring of Noah Schuyler Kiessling #243 for Probationary Patrol Officer

I am requesting that the Board of Public Works and Safety move to approve the terms and conditions and ratify the execution of the Conditional Offer of Employment Agreement with Noah S. Kiessling dated March 10th, 2025, and approve the hiring of Noah S. Kiessling as a Probationary Patrol Officer retroactive to Monday July 7th, 2025.

Noah is a graduate of the Indiana Law Enforcement Academy. We are thrilled to have Noah at the Goshen Police Department serving our community.

Respectfully,

Jose' Miller #116

Chief of Police

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

Telephone: (574) 533-8661

Hearing Impaired: (574) 533-1826

FAX: (574) 533-1826

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

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

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

CONDITIONAL OFFER OF AND PREREQUISITES TO BEGINNING EMPLOYMENT

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

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

employment, and Kiessling shall accept City's withdrawal and this agreement shall be terminated.

- (5) Kiessling understands that the INPRS Board of Trustees must approve Kiessling's Application for Membership to the 1977 Fund. If the INPRS Board of Trustees approves the Application for Membership to the 1977 Fund, the Goshen Police Department will request the Goshen Board of Public Works and Safety to ratify the execution of this agreement and approve the hiring of Kiessling in a public meeting when a position opening becomes available in the Goshen Police Department. In the event that the INPRS Board of Trustees does not approve the Application for Membership in the 1977 Fund, and Kiessling does not appeal the decision, City withdraws this offer of employment, and Kiessling shall accept City's withdrawal and this agreement shall be terminated.
- (6) If Kiessling decides to decline employment with the City of Goshen and Goshen Police Department prior to the approved hiring in paragraph (5), Kiessling shall provide City notice in writing, and City shall withdraw this offer of employment and this agreement shall be terminated.

HIRING BONUS

- (1) City agrees to pay a hiring bonus upon Kiessling's commencement of employment provided that Kiessling meets the following prerequisites:
 - (a) Kiessling has successfully completed the minimum Tier I basic training requirements established by the Indiana Law Enforcement Training Board;
 - (b) Kiessling has an active certification with the Indiana Law Enforcement Training Board;
 - (c) Kiessling has separated from another Indiana law enforcement agency as an active reserve officer or a paid police officer within twenty-four (24) months of accepting the employment offer with the City (within twenty-four (24) months of the date of this agreement);
 - (d) Kiessling has served with the other Indiana law enforcement agency as an active reserve officer or paid police officer for a minimum of one (1) year; and
 - (e) Kiessling will be a first-time employee of the Goshen Police Department as a police officer.
- (2) By execution of this agreement, Kiessling certifies that Kiessling meets the prerequisites set forth in paragraph (1).
- (3) Upon commencement of employment, City agrees to pay Kiessling a hiring bonus payment of Eight Thousand Dollars (\$8,000) over Kiessling's first five (5) years of employment with the City as follows:
 - (a) Two Thousand Dollars (\$2,000) shall be paid upon Kiessling's date of hire;

- (b) Two Thousand Dollars (\$2,000) shall be paid upon Kiessling's second employment anniversary date with City; and
- (c) Four Thousand Dollars (\$4,000) shall be paid upon Kiessling's fifth employment anniversary date with City.
- (4) Upon commencement of employment, City agrees to pay Kiessling a base wage equal to the base wage paid to a patrol officer as set forth in the current salary ordinance. In addition, Kiessling shall be credited with forty-five (45) hours of paid sick leave.
- (5) Kiessling's appointment shall be probationary for a period not to exceed one (1) year. The Police Chief may recommend to the Goshen Board of Public Works and Safety that Kiessling receive permanent appointment at any time within the probationary period.
- (6) In the event that Kiessling voluntarily leaves city employment or is terminated for cause prior to Kiessling's second employment anniversary date, Kiessling agrees to repay City the hiring bonus payment of Two Thousand Dollars (\$2,000) paid under paragraph (3)(a). No repayment will be due City if Kiessling leaves city employment due to disability or illness which make it impractical to continue to serve as a police officer in the foreseeable future, or due to death.
- (7) Kiessling's repayment to City under paragraph (6) is due within thirty (30) days of Kiessling's last day of employment with City and Goshen Police Department. Interest will accrue on the unpaid balance of the repayment at the rate of eight percent (8%) per annum beginning thirty (30) days after Kiessling's last day of employment with City and Goshen Police Department.
- (8) Kiessling shall forfeit any future hiring bonus payments under paragraphs (3)(b) or (3)(c) if:
 - (a) Any disciplinary action in excess of a written warning is taken against Kiessling at any time during the first five (5) years of employment; and
 - (b) Kiessling receives a performance evaluation with a score less than thirty-two (32) after Kiessling's first year of employment.

AMENDMENT

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

SEVERABILITY

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

INDIANA LAW

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

BINDING EFFECT

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

ENTIRE AGREEMENT

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

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

City of Goshen, Indiana
Goshen Police Department



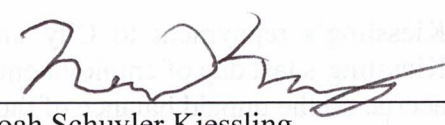
Jose Miller, Police Chief

or

Shawn Turner, Assistant Police Chief

Date: _____

03/10/2025



Noah Schuyler Kiessling

Date: _____

03/10/2025

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

Gina M. Leichty, Mayor

Date: _____



Jose' D. Miller

Chief of Police

111 E Jefferson St
Goshen, Indiana 46528

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

Date: July 24, 2025

From: Chief Jose' Miller

Reference: Request to Accept Officer Paige Hershberger #209 Resignation

I am requesting for the Board of Public Works and Safety to **approve the resignation of Officer Paige Hershberger #209 effective July 24th, 2025.** Officer Hershberger's last day at Goshen will be July 23rd, 2025.

Officer Hershberger has accepted a full-time police officer position at the Elkhart City Police Department. I would like to thank Officer Hershberger for her nearly four (4) years of service to the Goshen community and wish her the best in her future career at Elkhart Police Department.

Respectfully,

Jose' Miller #116

Chief of Police

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

Telephone: (574) 533-8661

Hearing Impaired: (574) 533-1826

FAX: (574) 533-1826

Chief Jose Miller,

I am writing this to formally resign from my position as Patrol Officer from the Goshen Police Department, effective July 23rd, 2025.

I want to express my sincere gratitude for the opportunities I have been given during my time with the department. It is no surprise that without having been given the opportunity to serve the Goshen community, I would not be the police officer that I am today. While there were days filled with hardship, there has also been immense growth. I developed an even deeper sense of service to people and the profession by working for this department. Committing to protecting and serving our community has been one of the greatest honors of my life. I aspire to continue to grow and serve others with the knowledge I have gained.

I would appreciate the opportunity to participate in an exit interview at your earliest convenience. I believe it would provide a constructive space to share feedback and help support the continued growth and success of the department.

Thank you again for the support, mentorship, and camaraderie over the years. I wish the department and all its members continued success and safety in all that lies ahead.

Respectfully,

Ptl. Paige Hershberger #9209

Ptl. Paige Hershberger #9209



Jose' D. Miller

Chief of Police

111 E Jefferson St
Goshen, Indiana 46528

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

Date: July 24, 2025

From: Chief Jose' Miller

Reference: Request to Accept Sergeant Kaleb Rucker #210 Resignation

I am requesting for the Board of Public Works and Safety to **approve the resignation of Sergeant Kaleb Rucker #210 effective July 27th, 2025.** Sgt. Rucker's last day at Goshen will be July 26th, 2025.

Sgt. Rucker has accepted a full-time police officer position at the Elkhart City Police Department. I would like to thank Sgt. Rucker for his nearly four (4) years of service to the Goshen community and wish him the best in his future career at Elkhart Police Department.

Respectfully,

Jose' Miller #116

Chief of Police

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

Telephone: (574) 533-8661

Hearing Impaired: (574) 533-1826

FAX: (574) 533-1826

To Chief Miller,

I have accepted a patrolman position with the Elkhart Police Department. I will be sworn in on July 28th, and therefore my last working day at the Goshen Police Department will be July 26th. I want to thank you for the opportunities that working here has afforded me for the past four years. This was not an easy decision for me or for my family, but I ultimately believe that working for a larger department will benefit my law enforcement career.

K. Rucker 9210

A handwritten signature in black ink, appearing to read "K. Rucker 9210". The signature is written in a cursive, flowing style.



Jose' D. Miller

Chief of Police

111 E Jefferson St
Goshen, Indiana 46528

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

Date: July 24, 2025

From: Chief Jose' Miller

Reference: Request to Accept Officer Seth Bayes #225 Resignation

I am requesting for the Board of Public Works and Safety to **approve the resignation of Officer Seth Bayes #225 effective July 25th, 2025**. Officer Bayes' last day at Goshen will be July 24th, 2025.

Officer Bayes' has accepted a full-time police officer position at the Elkhart City Police Department. I would like to thank Officer Bayes' for his two (2) years of service to the Goshen community and wish him the best in his future career at Elkhart Police Department.

Respectfully,

Jose' Miller #116

Chief of Police

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

Telephone: (574) 533-8661

Hearing Impaired: (574) 533-1826

FAX: (574) 533-1826

Seth Bayes

128 Redspire Blvd.

Goshen, IN 46526

6/27/2025

Chief Jose Miller

Chief of Police

Goshen Police Department

111 E Jefferson St.

Goshen, IN 46526

Dear Chief Jose Miller:

Please accept this letter as my formal resignation from the Goshen Police Department. As you are aware, I have received an offer of employment from the Elkhart Police Department and have officially accepted said offer. I wanted to get this letter to you as soon as I had an official start date which has now been set for 07/28/2025. I appreciate the Goshen Police Department for welcoming me and allowing me to be a part of the team for the last two years. I have made many lifelong friends while here, and wish you all the best in the future of the department.

My last day at the Goshen Police Department will be **07/24/2025**.

Sincerely,

Seth D. Bayes
Seth Bayes



Jose' D. Miller

Chief of Police

111 E Jefferson St
Goshen, Indiana 46528

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

Date: July 24, 2025

From: Chief Jose' Miller

Reference: Request to Accept Officer Desmond Wilkins-Maxwell #238 Resignation

I am requesting for the Board of Public Works and Safety to approve the resignation of Officer Desmond Wilkins-Maxwell #238 effective July 17th, 2025.

Officer Wilkins-Maxwell has accepted a full-time police officer position at the Elkhart City Police Department. I would like to thank Officer Wilkins-Maxwell for his 9 months of service to the Goshen community and wish him the best in his future career at Elkhart Police Department.

Respectfully,

A handwritten signature in black ink, appearing to be "Jose' Miller", with a stylized flourish at the end.

Jose' Miller #116

Chief of Police

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

Telephone: (574) 533-8661

Hearing Impaired: (574) 533-1826

FAX: (574) 533-1826

Letter of Resignation

Desmond Wilkins-Maxwell
20895 Rivers Edge Dr.
Goshen, IN 46528
desmondwilkins@gmail.com
574-320-2237

July 3, 2025

Chief of Police
Goshen Police Department
111 E Jefferson St
Goshen, IN 46528

Dear Chief Miller,

I am writing to formally resign from my position with the Goshen Police Department, effective two weeks from today, on July 17, 2025.

Serving the community of Goshen as a law enforcement officer has been an honor. I am grateful for the experiences, training, and relationships I have developed during my time here. This decision was not made lightly, but after careful reflection, I believe it is the right step for my personal and professional growth.

I want to express my sincere appreciation to you, my colleagues, and the entire department for the support and camaraderie I've experienced throughout my time here. I remain deeply respectful of the mission and work of the Goshen Police Department and will do all I can to ensure a smooth transition in the coming weeks.

Thank you again for the opportunity to serve.

Respectfully,



Desmond Wilkins-Maxwell #238

Date: July 7, 2025

To:

Goshen Board of Public Works
204 E. Jefferson Street
Goshen, IN 46528

Subject: Request for Approval and Coordination – 27th Annual Riding to Remember Charity Motorcycle Ride

Dear Members of the Board,

On behalf of the Blue Knights Indiana Chapter VIII Law Enforcement Motorcycle Club, I respectfully submit this request for approval and coordination support for our 27th Annual Riding to Remember Fallen Police Officer, Firefighter, and Veteran Charity Motorcycle Ride, which is scheduled to take place on Sunday, September 7, 2025.

This annual ride is held in honor of those who have made the ultimate sacrifice in service to our communities and nation. While in previous years the event has included a stop in Goshen for a Memorial Service, this year the Memorial Service will be held at the American Legion in Middlebury, and the procession will not stop in Goshen.

However, as the motorcycle procession will still traverse through the City of Goshen, I am seeking the Board's approval and coordination assistance for traffic control along the designated route. I respectfully request that the Goshen Police and Fire Departments work in coordination with me to ensure the safe and respectful passage of participants through the city.

This event has consistently drawn large participation from law enforcement, fire service members, veterans, and community supporters, and it remains a significant public tribute that also supports local charities and awareness.

Thank you for your continued support and consideration. I am happy to provide route details, maps, or attend a Board of Works meeting to further discuss logistics and coordination.

Respectfully,

James Ballard

James Ballard
President
Blue Knights Indiana Chapter VIII
574/360-7152
Jim.ballard7152@gmail.com



Richard Aguirre, City Clerk-Treasurer
CITY OF GOSHEN

202 South Fifth Street, Suite 2 • Goshen, IN 46528-3714

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

richardaguirre@goshencity.com • www.goshenindiana.org

To: City of Goshen Board of Public Works & Safety
From: Clerk-Treasurer Richard R. Aguirre
Date: July 24, 2025
Subject: Elk Lodge 798 street closure request

The Clerk-Treasurer's Office received the following request:

Elk Lodge 798

We are asking for a temporary road closure on Friday, Sept. 5, 2025 on North Main Street, between West Clinton Street and West Pike Street, from 4 p.m. to 9 p.m. for an annual car show event. We are asking for simple barricades for the street closure.

This will be in conjunction with the Sept. 5 First Friday activities.

Robert Warble

(574) 903-0385

robnmad4ever@gmail.com

Additional information submitted to the Mayor's Office:

Event: Automotive car show and motorcycle show

Estimated event attendees: 50

Event start and end times on Sept. 5: 5 p.m. and 8:30 p.m.

(No food or vendors)

Traffic control: City-provided barricades

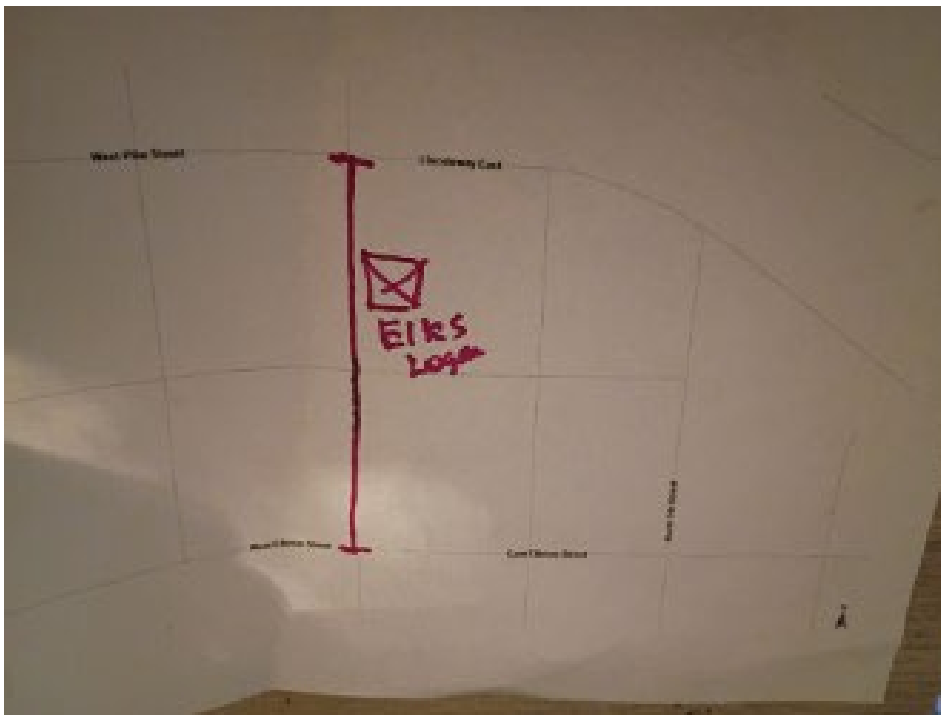


Richard Aguirre, City Clerk-Treasurer
CITY OF GOSHEN

202 South Fifth Street, Suite 2 • Goshen, IN 46528-3714

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

richardaguirre@goshencity.com • www.goshenindiana.org





324 S 5th St. Goshen, IN 46528
amanda@eyedart.com
(574) 203-2034 ext. 6

Board of Works Request
Jul 22, 2025

Downtown Goshen Inc. is requesting multiple addendums to the previously requested street closure times for the year of 2025 for purposes of First Friday activities.

1. What parking spaces/streets do you want to close/use?

- **August 1, 2025**—Main Street from Jefferson to Lincoln from 9:30 am to 11 pm. Main Street from Lincoln Ave to Washington and East Washington from Main to the alley from 11:30 to 11 pm.
- **September 5, 2025**—Main Street between Clinton and Lincoln from 12:30 to 11 pm.

2. Why do you want to close them? What activities will take place? Downtown Goshen First Fridays

3. When do you want to start the closure, and when will the closure end? Various dates and times in 2025. Please see above.

4. Are there any affected businesses, and are they supportive of your request to close the parking spaces? There are businesses on the street affected by the closure. They have been informed of our intent to attend the next Board of Works meeting in case of any concerns. These street closures can also be found online at downtowngoshe.org.

5. Do you require any barricades from the Street Department to accomplish the closure for your event? We will require barricades and orange fencing for various events. These specific details are listed on the attached document.

Thank you for your consideration.

Amanda Rose
Director of First Fridays
Eyedart Creative Studios



Richard Aguirre, City Clerk-Treasurer
CITY OF GOSHEN

202 South Fifth Street, Suite 2 • Goshen, IN 46528-3714

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

richardaguirre@goshencity.com • www.goshenindiana.org

To: City of Goshen Board of Public Works & Safety
From: Clerk-Treasurer Richard R. Aguirre
Date: July 24, 2025
Subject: Approve installing a 3.5 ton mini split condenser in the alley to the east of the rear of the building at 314 S Main Street, in downtown Goshen

The Clerk-Treasurer's Office received the following request on July 11, 2025:

Hello, this is Jesse Stoltzfus from Stoltzfus Electric, HVAC license #4165, requesting a hearing for approval of installing a 3.5 ton mini split condenser in the alley to the east of the rear of the building at 314 S Main Street in downtown Goshen.

Attached are pictures indicating the requested location of said condenser. Permit # 20251166-MEC. X marks the spot in IMG_0195 of proposed condenser location behind and to the left of existing utility pole.

Thanks!

Jesse Stoltzfus

stoltzfuselectric@gmail.com

(504) 377-8223

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 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.

314 S Main Street

2023 Aerial

Printed July 11, 2025

1 inch = 30 feet

The City of Goshen

Department of

Planning & Zoning

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











Kelly Saenz, Manager
WATER & SEWER UTILITIES BUSINESS OFFICE
CITY OF GOSHEN
203 South Fifth Street • Goshen, IN 46528-3713
Phone (574) 533-9399 • Fax (574) 533-6961
watersewer@goshencity.com • www.goshenindiana.org

To: Board of Public Works

Date: 7/21/2025

Re: Aspen Meadows Apartments- refund of late penalties

Aspen Meadows utility accounts received late penalties in the amount of \$667.35 due to payments not being received until after the due date. The breakdown of charges is listed below.

The Utility office is only permitted to apply a credit up to \$500.00 and therefore, cannot grant credit against these penalties without Board of Works approval.

| <u>Account Num</u> | <u>Unit</u> | <u>Penalty</u> |
|--------------------|-------------|----------------|
| 291-3300-00 | (9) | \$51.22 |
| 291-3310-00 | (2) | \$122.00 |
| 291-3320-00 | (8) | \$58.69 |
| 291-3330-00 | (4/3) | \$58.92 |
| 291-3340-00 | (5) | \$48.27 |
| 291-3350-00 | (6) | \$27.50 |
| 291-3360-00 | (7) | \$33.10 |
| 291-3370-00 | (14) | \$39.11 |
| 291-3380-00 | (15) | \$44.33 |
| 291-3390-00 | (13) | \$46.85 |
| 291-3400-00 | (12) | \$36.65 |
| 291-3410-00 | (16) | \$29.16 |
| 291-3420-00 | (10/11) | \$71.55 |
| Total | | \$667.35 |

Aspen Meadows Apartments

1227 Briarwood Blvd, Goshen, In 46526

574-533-9685

To Whom This May Concern,

My name is Heather Nahar. I am the property manager of Aspen Meadows Apartments. I am writing to respectfully ask that our late fees in the amount of \$667.35 be waived on our current water bill. You will see that our June payment in the amount of \$6,672.27 was sent and postmarked on June, 3rd, 2025 which was in ample time to be received by the date due. Due to an error with the postal service the water department did not receive the check until July 8, 2025. Our payment history will reflect that we do pay our bills on time every month. Please see the attached documentation to further explain this case.

- Bill received by our office for June
- Copy of check for full amount of bill due, written on 6.3.25
- Payment ledger of payments made by Aspen Meadows Apartments
- Stop payment notice request on check written 6.3.25 ck #189676
- Copy of 6.3.2025 postmarked envelope containing ck #189676 delivered and received by Goshen Water on 7.8.2025.

Thank you for your time and consideration in this matter.

Thank you,


Heather Nahar



INVOICE SUMMARY

203 S 5th St - Goshen, IN 46528 - (574) 533-9399

| BILL DATE | DUE DATE | AMOUNT DUE |
|---------------|-----------|--------------------------|
| 5/27/2025 | 6/16/2025 | \$6,672.27 |
| Service Dates | | TOTAL DUE AFTER DUE DATE |
| From | To | |
| 4/1/2025 | 5/1/2025 | \$7,339.62 |

Aspen Meadows LLC
Big Rock Mgmt
900 Broadway Ste B
Chesterton, IN 46304

CITY OF GOSHEN
PO BOX 238
GOSHEN IN, 46527-0238

ACCOUNT SUMMARY

| ACCOUNT | NAME | PROPERTY | TOTAL DUE | AFTER 06/17/2025 |
|-------------------|-------------------|-----------------------------|-----------|---------------------|
| 291-3300-00 | Aspen Meadows LLC | 1227 Briarwood Blvd # 9 | 512.13 | 563.35 |
| 291-3310-00 | Aspen Meadows LLC | 1227 Briarwood Blvd # 2 | 1,219.78 | 1,341.78 |
| 291-3320-00 | Aspen Meadows LLC | 1227 Briarwood Blvd # 8 | 586.87 | 645.56 |
| 291-3330-00 | Aspen Meadows LLC | 1227 Briarwood Blvd # 4/3 | 589.20 | 648.12 |
| 291-3340-00 | Aspen Meadows LLC | 1227 Briarwood Blvd # 5 | 482.65 | 530.92 |
| 291-3350-00 | Aspen Meadows LLC | 1227 Briarwood Blvd # 6 | 274.88 | 302.38 |
| 291-3360-00 | Aspen Meadows LLC | 1227 Briarwood Blvd # 7 | 330.93 | 364.03 |
| 291-3370-00 | Aspen Meadows LLC | 1227 Briarwood Blvd # 14 | 390.95 | 430.06 |
| 291-3380-00 | Aspen Meadows LLC | 1227 Briarwood Blvd # 15 | 443.18 | 487.51 |
| 291-3390-00 | Aspen Meadows LLC | 1227 Briarwood Blvd # 13 | 468.31 | 515.16 |
| 291-3400-00 | Aspen Meadows LLC | 1227 Briarwood Blvd # 12 | 366.46 | 403.11 |
| 291-3410-00 | Aspen Meadows LLC | 1227 Briarwood Blvd # 16 | 291.55 | 320.71 |
| 291-3420-00 | Aspen Meadows LLC | 1227 Briarwood Blvd # 10/11 | 715.38 | 786.93 |
| TOTAL AMOUNT DUE: | | | 6,672.27 | 7,339.62 |

** PLEASE REMIT THIS PAGE WITH PAYMENT **

ASPEN MEADOWS APARTMENT HOMES

PAY

TO THE
ORDER OF

DATE

AMOUNT

**** SIX THOUSAND SIX HUNDRED SEVENTY TWO AND 27/100 DOLLARS

TO THE
ORDER OF

06/03/25

\$6,672.27***

Goshen Water & Sewer

PO Box 238

203 S 5th Street

Goshen, IN 46527-0238


DANIEL J. KUGEL
BMO HARRIS N.A.

⑈018966⑈ ⑆071025661⑆ 4807417096⑈

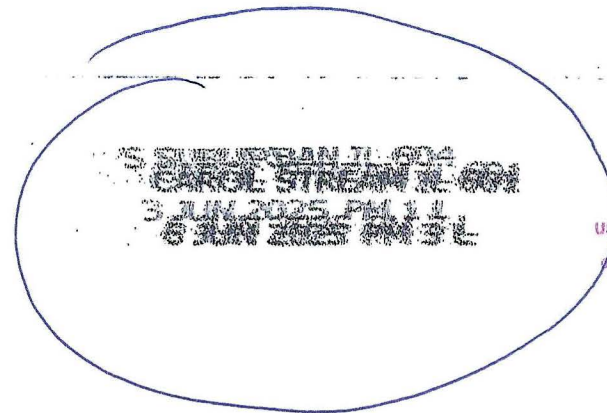
ASPEN MEADOWS APARTMENT HOMES

18966

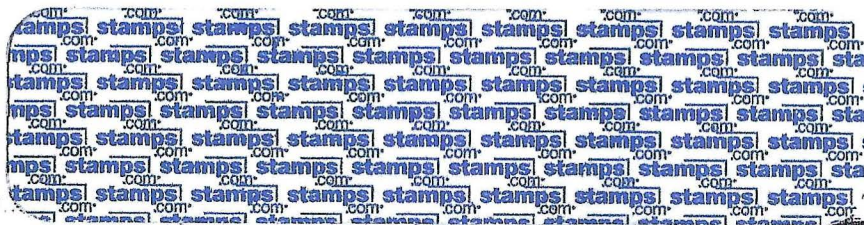
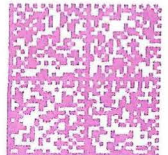
DATE:06/03/25 CK#:18966 TOTAL:\$6,672.27*** BANK:Aspen Meadows - Operating Acct(ambmoop)
PAYEE:Goshen Water & Sewer

| Property Address | Invoice - Date | Description | Amount |
|---------------------------|------------------------------|------------------------------|----------------|
| 1214-1228 Briarwood Blvd. | 291-3320-00-May25 - 06/03/25 | #8 Water & Sewer 4/1-5/1 | 586.87 |
| 1302-1316 Briarwood Blvd. | 291-3300-00-May25 - 06/03/25 | #9-Water 4/1-5/1 | 512.13 |
| 1314-1328 Goldstein Drive | 291-3390-00-May25 - 06/03/25 | #13 Water & Sewer 4/1-5/1 | 468.31 |
| 1315-1329 Ashwood Court | 291-3400-00-May25 - 06/03/25 | #12 Water & Sewer 4/1-5/1 | 366.46 |
| 1315-1329 Goldstein Drive | 291-3370-00-May25 - 06/03/25 | #14 Water & Sewer 4/1-5/1 | 390.95 |
| 1323-1333 Briarwood Blvd. | 291-3420-00-May25 - 06/03/25 | #10/11 Water & Sewer 4/1-5/1 | 715.38 |
| 2701-2715 Briarwood Blvd | 291-3310-00-May25 - 06/03/25 | #2 Water & Sewer 4/1-5/1 | 1,219.78 |
| 2701-2715 Briarwood Blvd | 291-3330-00May25 - 06/03/25 | #4/3 Water & Sewer 4/1-5/1 | 589.20 |
| 2702-2716 Briarwood Blvd. | 291-3340-00-May25 - 06/03/25 | #5 Water & Sewer 4/1-5/1 | 482.65 |
| 2718-2728 Briarwood Blvd. | 291-3350-00-May25 - 06/03/25 | #6 Water & Sewer 4/1-5/1 | 274.88 |
| 2730-2740 Pinewood Drive | 291-3360-00-May25 - 06/03/25 | #7 Water & Sewer 4/1-5/1 | 330.93 |
| 2731-2741 Oakwood Drive | 291-3410-00-May25 - 06/03/25 | #16 Water & Sewer 4/1-5/1 | 291.55 |
| 2805-2819 Oakwood Drive | 291-3380-00-May25 - 06/03/25 | #15 Water & Sewer 4/1-5/1 | 443.18 |
| | | | <hr/> 6,672.27 |

900 Broadway, Suite B
Chesterton, IN 46304



PITNEY BOWES
\$0.69⁰
US POSTAGE[®]
FIRST-CLASS[®]
20W060231 1094
2000294575
ZIP 46304
JUN 03 2025



GOSHEN WATER AND SEWER
rc'd 7-8-2025

Sent from Snipping Tool

From Marla Furness <mfurness@bigrockmgmt.com>

Date Mon 6/30/2025 12:18 PM

To Manager Aspen Meadows <manager@aspenmeadowsapts.com>

Goshen Water & Sewer

PO Box 238
203 S 5th Street
Goshen, IN 46527-0238

(574) 533-9399



| Invoice Number | Invoice Date | Property | Account | Amount | Unpaid Amount | Chc |
|-------------------|--------------|---------------------------|---------------|----------|---------------|-----|
| 291-3420-00-May25 | 06/03/2025 | 1323-1333 Briarwood Blvd | Water & Sewer | 715.38 | 0.00 | |
| 291-3410-00-May25 | 06/03/2025 | 2731-2741 Oakwood Drive | Water & Sewer | 291.55 | 0.00 | |
| 291-3400-00-May25 | 06/03/2025 | 1315-1329 Ashwood Court | Water & Sewer | 366.46 | 0.00 | |
| 291-3390-00-May25 | 06/03/2025 | 1314-1328 Goldstein Drive | Water & Sewer | 468.31 | 0.00 | |
| 291-3380-00-May25 | 06/03/2025 | 2805-2819 Oakwood Drive | Water & Sewer | 443.18 | 0.00 | |
| 291-3370-00-May25 | 06/03/2025 | 1315-1329 Goldstein Drive | Water & Sewer | 390.95 | 0.00 | |
| 291-3360-00-May25 | 06/03/2025 | 2730-2740 Pinewood Drive | Water & Sewer | 330.93 | 0.00 | |
| 291-3350-00-May25 | 06/03/2025 | 2718-2728 Briarwood Blvd | Water & Sewer | 274.88 | 0.00 | |
| 291-3340-00-May25 | 06/03/2025 | 2702-2716 Briarwood Blvd | Water & Sewer | 482.65 | 0.00 | |
| 291-3330-00-May25 | 06/03/2025 | 2701-2715 Briarwood Blvd | Water & Sewer | 589.20 | 0.00 | |
| 291-3320-00-May25 | 06/03/2025 | 1214-1228 Briarwood Blvd | Water & Sewer | 586.87 | 0.00 | |
| 291-3310-00-May25 | 06/03/2025 | 2701-2715 Briarwood Blvd | Water & Sewer | 1,219.78 | 0.00 | |
| 291-3300-00-May25 | 06/03/2025 | 1302-1316 Briarwood Blvd | Water & Sewer | 512.13 | 0.00 | |



Create Stop Payment Confirmation

Generated On: 2025-06-30 15:07 p.m. ET by AWRONKO

Enter Details

Verify Details

Complete

1

2

3

Your stop has been successfully created. Please print this page for your record.

Transaction Details

Stop Type

Single

Stop Status

Confirmed

Reference Number

20250630222760179

Account

4807417085 - ASPEN
MEADOWS LLC - USD

Check Number

18966

Payee

Amount

8,672.27

Expiry Date

2026-06-30

Reason for Stop

Lost

Term

12 Months



INVOICE SUMMARY

203 S 5th St - Goshen, IN 46528 - (574) 533-9399

| BILL DATE | DUE DATE | AMOUNT DUE |
|---------------|-----------|-----------------------------|
| 6/23/2025 | 7/21/2025 | \$15,555.64 |
| Service Dates | | TOTAL DUE AFTER DUE DATE |
| From | To | |
| 5/1/2025 | 6/1/2025 | \$16,377.32 |

Aspen Meadows LLC
Big Rock Mgmt
900 Broadway Ste B
Chesterton, IN 46304

CITY OF GOSHEN
PO BOX 238
GOSHEN IN, 46527-0238

ACCOUNT SUMMARY

| ACCOUNT | NAME | PROPERTY | TOTAL DUE | AFTER 07/22/2025 |
|-------------------|-------------------|-----------------------------|-----------|---------------------|
| 291-3300-00 | Aspen Meadows LLC | 1227 Briarwood Blvd # 9 | 1,082.65 | 1,134.58 |
| 291-3310-00 | Aspen Meadows LLC | 1227 Briarwood Blvd # 2 | 2,599.63 | 2,725.43 |
| 291-3320-00 | Aspen Meadows LLC | 1227 Briarwood Blvd # 8 | 2,203.75 | 2,359.58 |
| 291-3330-00 | Aspen Meadows LLC | 1227 Briarwood Blvd # 4/3 | 1,353.32 | 1,423.84 |
| 291-3340-00 | Aspen Meadows LLC | 1227 Briarwood Blvd # 5 | 1,059.80 | 1,112.69 |
| 291-3350-00 | Aspen Meadows LLC | 1227 Briarwood Blvd # 6 | 611.70 | 642.64 |
| 291-3360-00 | Aspen Meadows LLC | 1227 Briarwood Blvd # 7 | 710.99 | 745.69 |
| 291-3370-00 | Aspen Meadows LLC | 1227 Briarwood Blvd # 14 | 830.79 | 870.87 |
| 291-3380-00 | Aspen Meadows LLC | 1227 Briarwood Blvd # 15 | 978.94 | 1,028.09 |
| 291-3390-00 | Aspen Meadows LLC | 1227 Briarwood Blvd # 13 | 1,035.65 | 1,087.71 |
| 291-3400-00 | Aspen Meadows LLC | 1227 Briarwood Blvd # 12 | 895.05 | 944.24 |
| 291-3410-00 | Aspen Meadows LLC | 1227 Briarwood Blvd # 16 | 637.15 | 668.80 |
| 291-3420-00 | Aspen Meadows LLC | 1227 Briarwood Blvd # 10/11 | 1,556.22 | 1,633.16 |
| TOTAL AMOUNT DUE: | | | 15,555.64 | 16,377.32 |

** PLEASE REMIT THIS PAGE WITH PAYMENT **

July 21, 2025

To the Goshen City Board of Works,

Lacasa, Inc. is requesting to temporarily close the sidewalk in front of the Shoots Building from Monday, July 28th, 2025 through Friday, August 1st, 2025. This closure is necessary to ensure the safety of contractors while they complete exterior painting on that side of the building.

We will provide appropriate signage and ensure continued access for emergency services and any affected residents, as needed. All required safety and compliance measures will be followed. Additionally, we have coordinated alternate arrangements for ADEC drop-offs during this time to minimize disruptions.

Thank you for your consideration.

Google Maps

112 E Lincoln Ave



Sincerely,

Ashley Woodford

Ashley Woodford

Real Estate Development Coordinator

Lacasa, Inc.

Lacasa - Goshen
202 N. Cottage Ave.
Goshen, IN 46528
(574) 533-4450

Lacasa - Elkhart
516 S. Main Street
Elkhart, IN 46516
(574) 533-4450



112 E Lincoln Ave



Imagery ©2025 Airbus, Map data ©2025 Google 20 ft

7-21-25

Gregg Burks
3728 W. Shore Dr.
Bremen, IN, 46506
(574) 850-4313
burkspropertyinnovators@gmail.com

Request permission for #73 limestone gravel be used for parking area. The area will start at the 35' setback and stop at the house foundation and South wall of the new accessory building.

The large area will provide safe turn around area for cars leaving the property. The area will increase the property value as a whole considering the current condition. The ~~area~~ upgrades to the city sewer & water plus value increase will all bring more revenue to the city, with no real negative impact on the area.

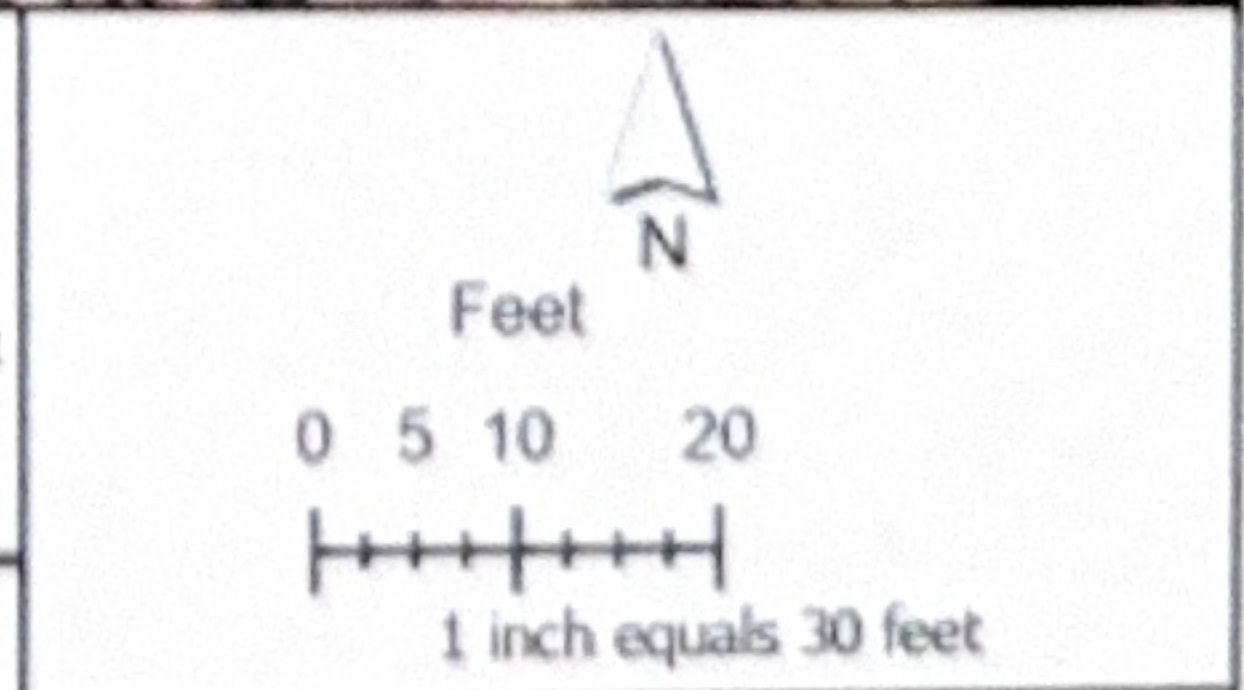
The existing parking area is currently gravel that's been unkept. I've noticed several properties to the West less than .5 miles away with full gravel drives from street to house.

4313 Midway Rd.
Elkhart, IN 46517

Appreciate your consideration



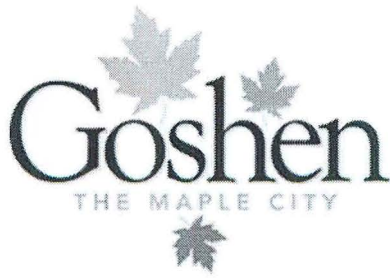
The City of Goshen's Digital Data is the property of the City of Goshen and Elkhart County, Indiana. All graphic data supplied by the city and county has been derived from public records that are constantly undergoing change and is not warranted for content or accuracy. The city and county do not guarantee 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.



4313 Midway Road

2025 Aerial
Printed on 7/2/2025

The City of Goshen
Department of
Planning & Zoning
204 East Jefferson Street, Goshen, Indiana 46528
Phone: 574-534-3600 Fax: 574-533-8626



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

July 24, 2025

To: Board of Public Works and Safety

From: Brandy L. Toms, Paralegal

Subject: Agreement with Better Way Roofing, LLC for Roof Replacements at 308 N. 5th Street

It is recommended that the Board approve and authorize Mayor Leichty to execute the attached agreements with Better Way Roofing, LLC for roof replacements to the Huts and Exhaust Room at 308 N. 5th Street. Better Way Roofing, LLC will be paid a total sum \$6,690 for these services.

Suggested Motion:

Approve and authorize Mayor Leichty to execute the agreements with Better Way Roofing, LLC for roof replacements to the Huts and Exhaust Room at 308 N. 5th Street at a cost of \$6,690.

AGREEMENT WITH BETTER WAY ROOFING, LLC FOR HUT ROOF REPLACEMENTS AT 308 N 5TH STREET

THIS AGREEMENT is entered into on _____, 2025, which is the date of the last signature set forth on the signature page, by and between **Better Way Roofing, LLC** (“Contractor” or “Contractor”), whose mailing address is 9345 W 375 N, Shipshewana, IN 46565, 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 Scope of Work, attached hereto and made a part of this Agreement as Exhibit A.
 - (2) Contractor’s Proposal dated July 8, 2025, attached hereto and made a part of 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 Work

Contractor shall provide City all materials and labor necessary for the replacement of two (2) hut roofs, which work is more particularly described in Exhibit B (hereinafter referred to as “Duties”).

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

Section 3. Effective Date; Term

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

Section 4. Compensation

- (A) City agrees to compensate Contractor the sum of Four Thousand Eight Hundred Thirty Dollars (\$4830) for performing all Duties.

Section 5. Payment

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

City of Goshen
c/o Buildings and Grounds
524 E. Jackson Street
Goshen, IN 46528
Email is also acceptable at jeffhalsey@goshencity.com

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

Section 6. Ownership of Documents

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

Section 7. Licensing/Certification Standards

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

Section 8. Inspection

All work shall be subject to applicable code inspections for roof replacement and adhere to all building inspection requirements, as necessary.

Section 9. Warranty

- (A) Contractor shall warrant all products, materials, components, equipment, and/or supplies furnished under this Contract to be new unless otherwise specified, and all workmanship to be of the highest quality, free from faults and defects, and to conform to the requirements of the project

specifications. This warranty period shall be a minimum of fifteen (15) years after substantial completion of the Project. This warranty shall survive any inspection, testing, acceptance, or payment by the City.

- (B) Under this guarantee, Contractor agrees to correct or replace without delay and at Contractor's expense, the products, materials, components, equipment, supplies or workmanship which are defective or do not conform to the requirements of the project specifications in these Specifications and Contract Documents.
- (C) Any work required as a result of erroneous site preparation due to the fault or negligence of Contractor shall also be provided by Contractor at no additional charge to City.

Section 10. Independent Contractor

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

Section 11. 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 12. 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 13. 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 14. 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 15. 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 work 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 16. Insurance

- (A) Prior to commencing work, the Contractor shall furnish City a certificate of insurance in accordance with the following minimum requirements, shall maintain the insurance in full force and effect, and shall keep on deposit at all times during the term of the contract with City the certificates of proof issued by the insurance carrier that such insurance is in full force and effect.
- (B) Each certificate shall require that written notice be given to the City at least thirty (30) days prior to the cancellation or a material change in the policy.
- (C) Contractor shall at least include the following types of insurance with the following minimum limits of liability:
 - (1) Workers Compensation and Employer's Liability - Statutory Limits

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

Section 17. 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 18. Default

- (A) If Contractor fails to perform the work 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 work 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 work 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 work 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 19. 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 work completed 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 20. Notice

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

City:

City of Goshen, Indiana
Attention: Jeff Halsey, Building and Grounds
524 E. Jackson Street
Goshen, IN 46528
Email: jeffhalsey@goshencity.com

Contractor:

Better Way Roofing, LLC
Attention: Lyle Lehman
9345 W. 375 N
Shipshewana, IN 46565

Section 21. 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 22. 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 23. 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 24. 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 work. Failure to do so may be deemed a material breach of agreement.

Section 25. 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 26. 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 27. 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 28. Entire Agreement

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

Section 29. 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

Best Way Roofing, LLC

Gina M. Leichty, Mayor

Lyle Lehman, Co-Owner

Date Signed: _____

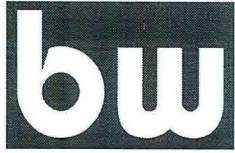
Date Signed: _____

308 North 5th. Street

Scope Of Work to Be Completed:

1. Remove and dispose of the existing perimeter trim from the (2) hut roof sections.
2. Install (fully adhered) white 60 Mil. TPO membrane over the (6) concrete block sidewall surfaces.
3. Terminate the new membrane at the upper roof by inserting the new membrane underneath the existing membrane and welding the existing membrane to the new membrane.
4. At the base of the hut sidewalls, apply a bead of urethane sealant between the existing wall membrane and the new wall membrane then fasten the new membrane with an aluminum termination bar and cover the termination bar with a urethane sealant.
5. Apply a UV resistant topcoat to any exposed sealant.
6. Clean area

Quotes due 7/1/2025 by 3pm



Better Way Roofing LLC

SALES REP

Lyle Lehman: (574) 370-8342

Office: (574) 370-1375

9345 W. 375 N • Shipshewana, IN 46565

www.betterwayroofing.com

PROPOSAL & CONTRACT

Proposal valid for 30 days from

7/08/25



In Contract With: Jeff Halsey
 Attn: City of Goshen
 Street: 308 N 5th Street
 City: Goshen State: IN Zip: 46528
 Phone Number: 574-206-3111
 Fax Number: _____
 Email Address: Jeffhalsey@goshencity.com

Project Name: _____
 Project Address (If different): _____
 City: _____ State: _____ Zip: _____
 Approximate Total Square Foot of Project: 400
 Description and/or Notes: _____
2 Hut Roof Replacements

TPO Membrane Roof System

- 1.Remove and dispose existing perimeter trim the 2 huts.
- 2.Install densdeck insulation board over the roof areas.
- 3.Install new 60 mil Mulehide TPO Membrane system fully adhered.
- 4.Install termination bar along the wall and weld the new membrane to the lower roof.
- 5.Includes all pipe flashings and corners as needed.
- 6.At the base of the hut sidewalls apply a bead of urethane sealant between the existing wall membrane and the new membrane and termination bar sealed as well.
- 8.Includes all plates and screws per manufactures specs.
- 9.Includes a 15 year warranty on the hut roof section only,

We propose hereby to furnish material and labor complete with above specifications, for the sum of Four thousand eight hundred thirty--- dollars [\$ 4830.00]

Payment to be made as follows: 1/2 on signing contract, 00 when material is delivered, and balance on completion of job.

Material is guaranteed to be as specified. All work to be completed according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above this Proposal. All agreements are contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance.

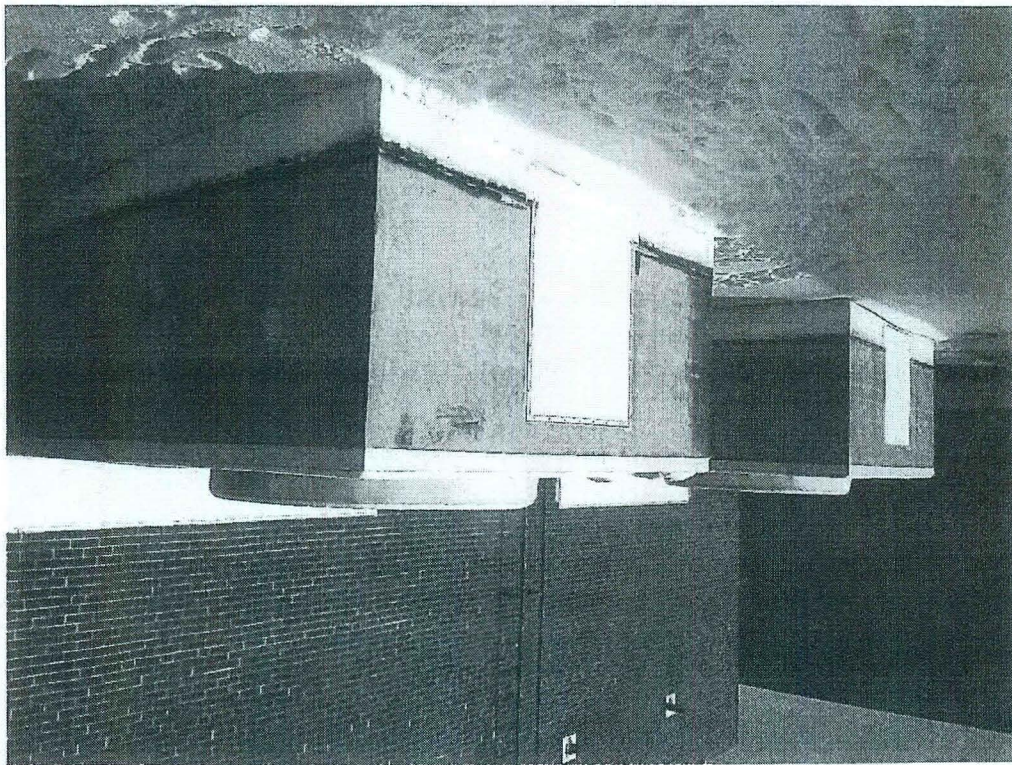
Subject to final acceptance by Contractor:

Signature

Date

Acceptance of Proposal: The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to complete the work as specified. Payment will be made as outlined above.

Sign: _____ Print: _____ Title: _____ Date: _____
 Sign: _____ Print: _____ Title: _____ Date: _____



AGREEMENT WITH BETTER WAY ROOFING, LLC FOR EXHAUST ROOM ROOF REPLACEMENT AT 308 N 5TH STREET

THIS AGREEMENT is entered into on _____, 2025, which is the date of the last signature set forth on the signature page, by and between **Better Way Roofing, LLC** (“Contractor” or “Contractor”), whose mailing address is 9345 W 375 N, Shipshewana, IN 46565, 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 Scope of Work, attached hereto and made a part of this Agreement as Exhibit A.
 - (2) Contractor’s Proposal dated July 8, 2025, attached hereto and made a part of 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 Work

Contractor shall provide City all materials and labor necessary for the replacement of the Exhaust Room roof, which work is more particularly described in Exhibit B (hereinafter referred to as “Duties”).

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

Section 3. Effective Date; Term

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

Section 4. Compensation

- (A) City agrees to compensate Contractor the sum of One Thousand Eight Hundred Sixty Dollars (\$1860) for performing all Duties.

Section 5. Payment

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

City of Goshen
c/o Buildings and Grounds
524 E. Jackson Street
Goshen, IN 46528
Email is also acceptable at jeffhalsey@goshencity.com

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

Section 6. Ownership of Documents

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

Section 7. Licensing/Certification Standards

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

Section 8. Inspection

All work shall be subject to applicable code inspections for roof replacement and adhere to all building inspection requirements, as necessary.

Section 9. Warranty

- (A) Contractor shall warrant all products, materials, components, equipment, and/or supplies furnished under this Contract to be new unless otherwise specified, and all workmanship to be of the highest quality, free from faults and defects, and to conform to the requirements of the project

specifications. This warranty period shall be a minimum of twenty (20) years after substantial completion of the Project. This warranty shall survive any inspection, testing, acceptance, or payment by the City.

- (B) Under this guarantee, Contractor agrees to correct or replace without delay and at Contractor's expense, the products, materials, components, equipment, supplies or workmanship which are defective or do not conform to the requirements of the project specifications in these Specifications and Contract Documents.
- (C) Any work required as a result of erroneous site preparation due to the fault or negligence of Contractor shall also be provided by Contractor at no additional charge to City.

Section 10. Independent Contractor

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

Section 11. 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 12. 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 13. 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 14. 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 15. 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 work 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 16. Insurance

- (A) Prior to commencing work, the Contractor shall furnish City a certificate of insurance in accordance with the following minimum requirements, shall maintain the insurance in full force and effect, and shall keep on deposit at all times during the term of the contract with City the certificates of proof issued by the insurance carrier that such insurance is in full force and effect.
- (B) Each certificate shall require that written notice be given to the City at least thirty (30) days prior to the cancellation or a material change in the policy.
- (C) Contractor shall at least include the following types of insurance with the following minimum limits of liability:
 - (1) Workers Compensation and Employer's Liability - Statutory Limits

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

Section 17. 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 18. Default

- (A) If Contractor fails to perform the work 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 work 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 work 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 work 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 19. 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 work completed 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 20. Notice

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

City:

City of Goshen, Indiana
Attention: Jeff Halsey, Building and Grounds
524 E. Jackson Street
Goshen, IN 46528
Email: jeffhalsey@goshencity.com

Contractor:

Better Way Roofing, LLC
Attention: Lyle Lehman
9345 W. 375 N
Shipshewana, IN 46565

Section 21. 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 22. 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 23. 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 24. 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 work. Failure to do so may be deemed a material breach of agreement.

Section 25. 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 26. 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 27. 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 28. Entire Agreement

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

Section 29. 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

Best Way Roofing, LLC

Gina M. Leichty, Mayor

Lyle Lehman, Co-Owner

Date Signed: _____

Date Signed: _____

308 N. 5th Street

Exhaust Room Roof Replacement

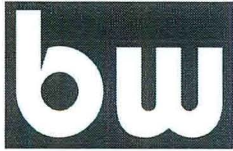
Specs

- Remove and dispose of existing roofing material to the decking
- Replace any damaged wood, list cost per sqft. After receiving prior approval
- Install Duro-Last or TPO per the manufacture's requirements, including termination strips, caulking, fasteners, flashing and any other required materials (approximately 100 sqft)
- 15-year non-prorated manufacturer's warranty membrane (minimum)
- Clean up area

Quote due by 3pm July 1st, 2025

jeffhalsey@goshencity.com

(574)206-3111


Better Way Roofing LLC

SALES REP

Lyle Lehman: (574) 370-8342

Office: (574) 370-1375

9345 W. 375 N • Shipshewana, IN 46565

www.betterwayroofing.com

PROPOSAL & CONTRACT

Proposal valid for 30 days from

7/08/25

In Contract With: Jeff HalseyAttn: City of GoshenStreet: 308 N 5th StreetCity: Goshen State: IN Zip: 46528Phone Number: 574-206-3111

Fax Number: _____

Email Address: Jeffhalsey@goshencity.com

Project Name: _____

Project Address (If different): _____

City _____ State: _____ Zip: _____

Approximate Total Square Foot of Project: 100

Description and/or Notes: _____

Exhaust Room Roof Replacement

TPO Membrane Roof System

1. Tearoff existing roof system to the deck.
2. Replace any bad sheeting no added charge.
3. Install new 60 mil Mulehide TPO Membrane system mechanically fastened.
4. Install termination bar along the perimeter and any pertrusions.
5. Includes all pipe flashings and corners as needed.
6. Includes new 4" ISO board stock insulation per code.
7. Includes all plates and fasteners per manufactures specs.
8. Includes dumpster and haul off.
9. Includes 20 year warranty on that roof section only.

We propose hereby to furnish material and labor complete with above specifications, for the sum of One thousand eight hundred sixty--- dollars [\$ 1860.00]

Payment to be made as follows: 1/2 on signing contract, 00 when material is delivered, and balance on completion of job.

Material is guaranteed to be as specified. All work to be completed according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above this Proposal. All agreements are contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance.

Subject to final acceptance by Contractor:

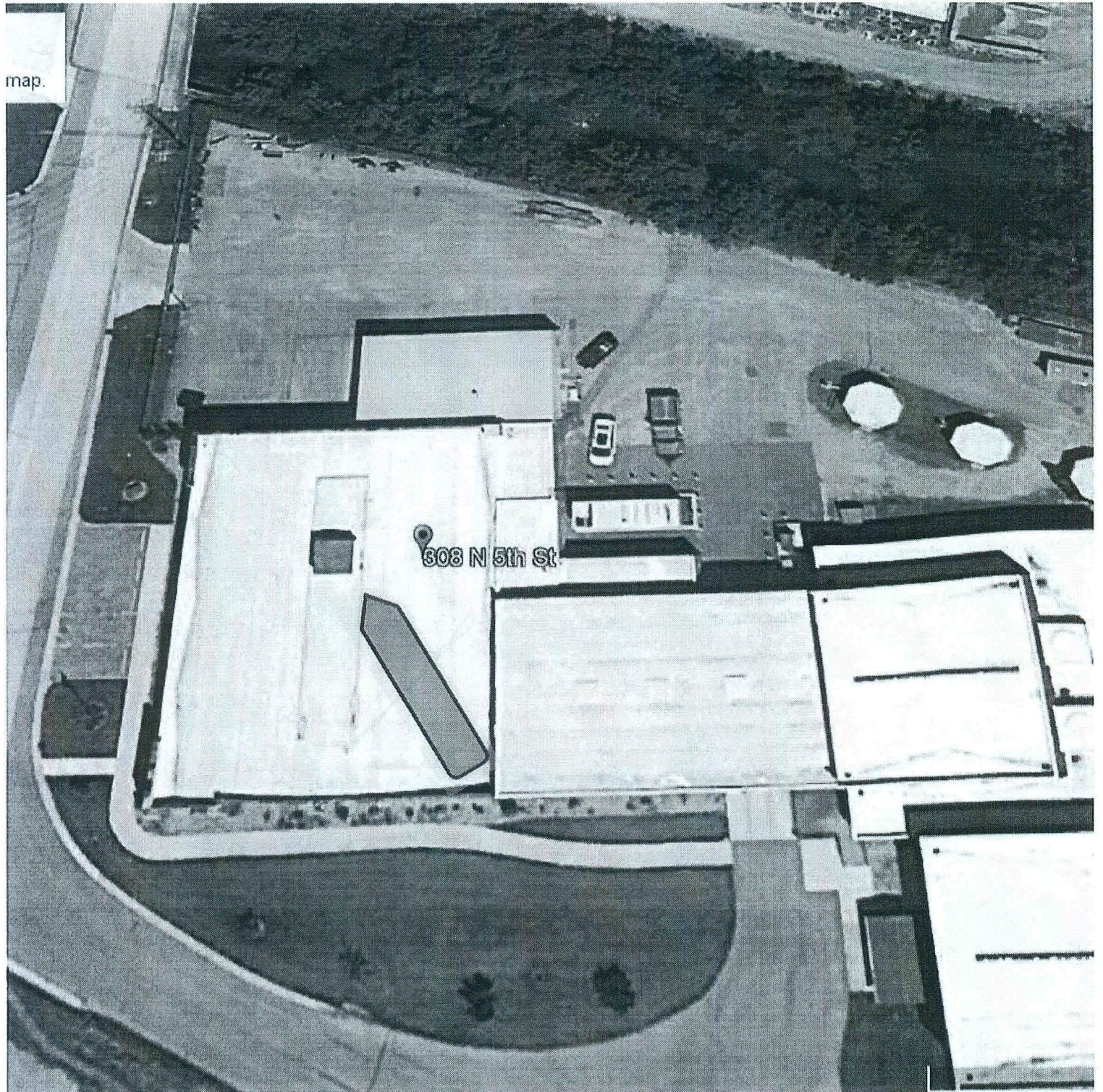
Signature _____

Date _____

Acceptance of Proposal: The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to complete the work as specified. Payment will be made as outlined above.

Sign: _____ Print: _____ Title: _____ Date: _____

Sign: _____ Print: _____ Title: _____ Date: _____



map.



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

July 24, 2025

To: Board of Public Works and Safety

From: Shannon Marks, Legal Compliance Administrator

Subject: Amendment No. 3 to Contract for Solid Waste Collection Services
with Borden Waste Away Service, LLC

It is recommended that the Board approve and authorize the Mayor to execute the attached Amendment No. 3 to the September 6, 2022 Contract for Solid Waste Collection Services with Borden Waste Away Service, LLC.

The Contract provides adjustments to the rates upon written request of either party, and the adjustment may not exceed the annual percentage change for the previous calendar year as set forth in the Consumer Price Index. Borden requested a rate adjustment in June. The annual percentage change for 2024 as set forth in the Consumer Price Index was 2.7%. Amendment No. 3 is to approve in writing a 2.7% increase in all unit rates. The adjusted rates shall be effective for services provided by Borden beginning July 1, 2025.

In addition, the original Contract language provided that an adjustment may be made no more frequently than once every April 1st. This amendment will revise the language to clarify that future adjustments may be made once each year, effective April 1. The party seeking the adjustment must provide the other party with written notice at least 30 days in advance.

Suggested motion:

Move to approve and authorize the Mayor to execute Amendment No. 3 to the Contract for Solid Waste Collection Services with Borden Waste Away Service, LLC.

**AMENDMENT NO. 3
TO CONTRACT FOR
CITY OF GOSHEN, INDIANA
SOLID WASTE COLLECTION SERVICES**

THIS AMENDMENT is entered into on _____, 2025, which is the last signature date set forth below, by and between **Borden Waste Away Service, LLC**, formerly known as Borden Waste Away Service, Inc., ("Contractor" or "Borden"), whose mailing address is 610 North Wildwood Avenue, Elkhart, IN 46514, and **City of Goshen, Indiana**, a municipal corporation and political subdivision of the State of Indiana acting through the Goshen Board of Public Works and Safety ("City").

RECITALS

- (A) City and Borden entered into a Contract on September 6, 2022, effective August 1, 2022, for Borden to provide certain solid waste collection services in the City of Goshen, Indiana.
- (B) Upon request of either party, the Contract rates may be adjusted based on the Consumer Price Index in accordance with Section 5.
- (C) Any modification or amendment to the terms and conditions of the Contract 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 Contract, any prior Amendments, and under the terms, conditions and mutual covenants of this Amendment, the parties agree as follows:

SECTION 1. Compensation; Adjustment to Contract Rates.

- (A) Section 5.03 of the original Contract shall be amended to read as follows:
 - 5.03 A rate adjustment may be made once each year, effective April 1. The party seeking the adjustment must provide the other party with written notice at least thirty (30) days' in advance. The rate adjustment shall be made by a written amendment to the contract signed by both parties.
- (B) The contract rates shall be adjusted by increasing the unit rates **two and seven-tenths percent (2.7%)** in accordance with Section 5, Adjustment to Contract Rates. The adjusted unit rates shall be effective for services provided by Contractor beginning **July 1, 2025**. Section 4, Compensation, shall be amended accordingly to read as follows:
 - 4.01 **Residential solid waste collection and disposal with waste cart; Recyclable materials collection and disposal with recycle cart; Downtown public trash receptacles solid waste collection and disposal; and City buildings and facilities solid waste and recyclable materials collection and disposal, including the supply of containers.**

- (A) City shall pay Contractor on a monthly basis for the services provided the previous calendar month. Total monthly compensation shall be based on a unit rate of **Fifteen and 89/100 Dollars (\$15.89)** per month for services to each eligible residence, multiplied by the agreed eligible residence count of **ten thousand nine hundred ninety-two (10,992)** eligible residences. Contractor shall pay all disposal costs for the services.
- (B) The agreed eligible residence count shall be made by written amendment to this Contract signed by both City and Contractor. Any adjustments made to the eligible residence count shall be made in accordance with Exhibit A, Section 6, Subsection 6.02(C), and by a written amendment to this Contract signed by both parties.
- (C) City will pay Contractor on a monthly basis for hardship collection services provided to each approved eligible residence the previous calendar month. Compensation shall be based on the unit rate of **Fifteen and 41/100 Dollars (\$15.41)** per month for each eligible residence approved for hardship collection services. This compensation is in addition to the unit rate under paragraph (A).

4.02 **City projects and events electronics waste collection and disposal, including supply of containers, as needed.**

- (A) City shall pay Contractor based on the unit rates set forth below for the supply of various sizes of containers and transport of the electronic waste to a recycling facility plus a rate per ton for disposal of the electronic waste.
 - (1) **Four Hundred Sixty-seven and 29/100 Dollars (\$467.29)** per 20-, 30-, or 40-cubic yard container.
 - (2) **Six Hundred Sixteen and 20/100 Dollars (\$616.20)** per ton electronic waste disposal.

4.03 **City projects and events expanded polystyrene foam waste collection and disposal including supply of containers, as needed.**

- (A) City shall pay Contractor based on the unit rates set forth below for the supply of various sizes of containers and transport of the expanded polystyrene foam waste to a recycling facility plus a rate per ton for disposal of the expanded polystyrene foam waste.
 - (1) **Four Hundred Sixty-seven and 29/100 Dollars (\$467.29)** per 20-, 30-, or 40-cubic yard container.
 - (2) **Zero Dollars (\$0.00)** per ton expanded polystyrene foam disposal.

4.04 **Confidential document collection, destruction and disposal, including supply of containers, as needed.**

- (A) City shall pay Contractor based on the unit rates set forth below for the supply of a container plus a rate for the periodic collection, destruction and disposal of the documents.
- (1) **Zero Dollars (\$0.00)** per month for a 36" by 21" by 16" console container.
- (2) **Twenty-five and 68/100 Dollars (\$25.68)** per collection, destruction and disposal of documents.

SECTION 2. Original Contract.

In all respects, all other provisions of the original Contract, as amended from time to time, and 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

Borden Waste Away Service, LLC

Gina M. Leichty, Mayor

By: _____

Date Signed: _____

Printed: _____

Title: _____

Date Signed: _____



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

July 24, 2025

To: Board of Public Works and Safety

From: Brandy L. Toms, Paralegal

Subject: Resolution Authorizing the Execution of Property Schedule No. 6 to a certain Master tax-Exempt Lease/Purchase Agreement

The City's Water and Sewer Utility is purchasing a new combination sewer jetter rodder truck for \$585,977 and wishes to finance the amount of \$336,477 through U.S. Bancorp Government Leasing and Finance, Inc.

Schedule No. 6 to a certain Master Tax-Exempt Lease/Purchase Agreement calls for an initial down payment of \$120,000 and 5 annual payments of \$74,839.90 at an interest rate of 4.41% with the first payment due January 30, 2026.

Suggested motions:

- 1) Move to approve Resolution 2025-18 Approving the Financing for the Purchase of a Combination Sewer Jetter Rodder Truck through U.S. Bancorp Government Leasing and Finance, Inc.
- 2) Move to approve and authorize Mayor Leichty and Clerk Treasurer Aguirre to execute Property Schedule No. 6 to a certain Master tax-Exempt Lease/Purchase Agreement with U.S. Bancorp Government Leasing and Finance, Inc. including all accompanying documents.

RESOLUTION 2025-18

Approving the Financing for the Purchase of a Combination Sewer Jetter Rodder Truck through U.S. Bancorp Government Leasing and Finance, Inc.

WHEREAS, the City's Water and Sewer Utility is purchasing a new combination sewer jetter rodder truck for a purchase price the amount of Five Hundred Eighty-Five Thousand Nine Hundred Seventy-Seven Dollars (\$585,977.);

WHEREAS, the City's Water and Sewer Utility wishes to make an initial down payment of One Hundred Twenty Thousand Dollars (\$120,000.00) due at closing and finance the amount of Three Hundred Thirty-Six Thousand Four Hundred Seventy-Seven Dollars (\$336,477.00) through U.S. Bancorp Government Leasing and Finance, Inc.; and

WHEREAS, the City's Water and Sewer Utility will be obligated under the terms of Property Schedule No.6 to a certain Master Tax-Exempt Lease/Purchase Agreement, attached hereto and made a part hereof, to make Five (5) annual payments of Seventy-Four Thousand Eight Hundred Thirty-Nine and 90/100 Dollars (\$74,839.90), at an interest rate of 4.41% with the first payment due January 30, 2026.

NOW, THEREFORE, BE IT RESOLVED by the City of Goshen Board of Public Works and Safety that the financing of the purchase of a combination sewer jetter rodder truck through U.S. Bancorp Government Leasing and Finance, Inc. pursuant to Property Schedule No.6 to a certain Master Tax-Exempt Lease/Purchase Agreement is approved.

PASSED and ADOPTED on July 24, 2025.

Gina Leichty, Mayor

Michael A. Landis, Member

Mary Nichols, Member

Orv Myers, Member

Barb Swartley, Member

Property Schedule No. 6

Master Tax-Exempt Lease/Purchase Agreement

This **Property Schedule No. 6** is entered into as of the Commencement Date set forth below, pursuant to that certain Master Tax-Exempt Lease/Purchase Agreement (the "Master Agreement"), dated as of March 15, 2016, between U.S. Bancorp Government Leasing and Finance, Inc., and City of Goshen.

1. Entire Agreement; Interpretation. The terms and conditions of the Master Agreement are incorporated herein by reference as if fully set forth herein. The Master Agreement, this Property Schedule and the associated documents hereto constitute the entire agreement between Lessor and Lessee with respect to the Property and supersede any purchase order, invoice, request for proposal, response or other related document. Reference is made to the Master Agreement for all representations, covenants and warranties made by Lessee in the execution of this Property Schedule, unless specifically set forth herein. In the event of a conflict between the provisions of the Master Agreement and the provisions of this Property Schedule, the provisions of this Property Schedule shall control. All capitalized terms not otherwise defined herein shall have the meanings provided in the Master Agreement.
2. Commencement Date. The Commencement Date for this Property Schedule is July 30, 2025.
3. Property Description and Payment Schedule. The Property subject to this Property Schedule is described in Exhibit 1 hereto. Lessee shall not remove such property from the locations set forth therein without giving prior written notice to Lessor. The Lease Payment Schedule for this Property Schedule is set forth in Exhibit 1.
4. Opinion. The Opinion of Lessee's Counsel is attached as Exhibit 2.
5. Lessee's Certificate. The Lessee's Certificate is attached as Exhibit 3.
6. Proceeds. Exhibit 4 is intentionally omitted.
7. Acceptance Certificate. Exhibit 5 is intentionally omitted.
8. Additional Purchase Option Provisions. In addition to the Purchase Option provisions set forth in the Master Agreement, Lease Payments payable under this Property Schedule shall be subject to prepayment in whole at any time by payment of the applicable Termination Amount set forth in Exhibit 1 (Payment Schedule) and payment of all accrued and unpaid interest through the date of prepayment.
9. Private Activity Issue. Lessee understands that among other things, in order to maintain the exclusion of the interest component of Lease Payments from gross income for federal income tax purposes, it must limit and restrict the rights private businesses (including, for this purpose, the federal government and its agencies and organizations described in the Code § 501(c)(3)) have to use the Property. Each of these requirements will be applied beginning on the later of the Commencement Date or date each portion of the Property is placed in service and will continue to apply until earlier of the end of the economic useful life of the property or the date the Agreement or any tax-exempt obligation issued to refund the Property Schedule is retired (the "Measurement Period"). Lessee will comply with the requirements of Section 141 of the Code and the regulations thereunder which provide restrictions on special legal rights that users other than Lessee or a state or local government or an agency or instrumentality of a state or a local government (an "Eligible User") may have to use the Property. For this purpose, special legal rights may arise from a management or service agreement, lease, research agreement or other arrangement providing any entity except an Eligible User the right to use the Property. Any use of the Property by a user other than an Eligible User is referred to herein as "Non-Qualified Use". Throughout the Measurement Period, all of the Property is expected to be owned by Lessee. Throughout the Measurement Period, Lessee will not permit the Non-Qualified Use of the Property to exceed 10%.
10. Bank Qualification and Arbitrage Rebate. Attached as Exhibit 6.
11. Expiration. Lessor, at its sole determination, may choose not to accept this Property Schedule if the fully executed, original Master Agreement (including this Property Schedule and all ancillary documents) is not received by Lessor at its place of business by September 4, 2025.
12. Continuing Disclosure. Lessor acknowledges that, in connection with Lessee's compliance with any continuing disclosure undertakings (each, a "Continuing Disclosure Agreement") entered into by Lessee pursuant to SEC Rule 15c2-12 promulgated pursuant to the Securities and Exchange Act of 1934, as amended (the "Rule"), Lessee may be required to file with the Municipal Securities Rulemaking Board's Electronic Municipal Market Access system, or its successor ("EMMA"), notice of its incurrence of its obligations under this Property Schedule and notice of any accommodation, waiver, amendment, modification of terms or other similar events reflecting financial difficulties in connection with this Property Schedule, in each case including a description of the material terms thereof (each such notice, an "EMMA Notice"). Lessee shall not file or submit or permit the filing or submission of any EMMA Notice that includes any of the following unredacted information regarding Lessor or the Escrow Agent: physical or mailing addresses, account information, e-mail addresses, telephone numbers, fax numbers, tax identification numbers, or titles or signatures of officers, employees or other signatories. Lessee acknowledges and agrees that Lessor is not responsible in connection with any EMMA Notice relating to this Property Schedule for Lessee's compliance or noncompliance (or any claims, losses or liabilities arising therefrom) with the Rule, any Continuing Disclosure Agreement or any applicable securities laws, including but not limited to those relating to the Rule.

(Page Intentionally left blank. Signature page to follow)

IN WITNESS WHEREOF, Lessor and Lessee have caused this Property Schedule to be executed in their names by their duly authorized representatives as of the Commencement Date above.

| |
|--|
| Lessor: U.S. Bancorp Government Leasing and Finance, Inc. |
| By: |
| Name: |
| Title: |

| |
|-------------------------------|
| Lessee: City of Goshen |
| By: |
| Name: Gina Leichty |
| Title: Mayor |

| |
|------------------------|
| Attest: |
| By |
| Name: Richard Aguirre |
| Title: Clerk-Treasurer |

EXHIBIT 1

Property Description and Payment Schedule

Re: **Property Schedule No. 6** to Master Tax-Exempt Lease/Purchase Agreement between U.S. Bancorp Government Leasing and Finance, Inc. and City of Goshen.

THE PROPERTY IS AS FOLLOWS: The Property as more fully described in Exhibit A incorporated herein by reference and attached hereto. It includes all replacements, parts, repairs, additions, accessions and accessories incorporated therein or affixed or attached thereto and any and all proceeds of the foregoing, including, without limitation, insurance recoveries.

PROPERTY LOCATION:

202 S 5th Street
Address

Goshen, IN 46528
City, State Zip Code

USE: Vac Truck - This use is essential to the proper, efficient and economic functioning of Lessee or to the services that Lessee provides; and Lessee has immediate need for and expects to make immediate use of substantially all of the Property, which need is not temporary or expected to diminish in the foreseeable future.

Lease Payment Schedule

Total Principal Amount: \$336,477.00

| Payment No. | Due Date | Lease Payment | Principal Portion | Interest Portion | Termination Amount (After Making Payment for said Due Date) |
|--------------|-----------|-------------------|-------------------|------------------|--|
| 1 | 1/30/2026 | 74,839.90 | 67,420.59 | 7,419.32 | 277,128.11 |
| 2 | 1/30/2027 | 74,839.90 | 62,974.52 | 11,865.39 | 212,264.36 |
| 3 | 1/30/2028 | 74,839.90 | 65,751.69 | 9,088.21 | 144,540.11 |
| 4 | 1/30/2029 | 74,839.90 | 68,651.34 | 6,188.56 | 73,829.23 |
| 5 | 1/30/2030 | 74,839.90 | 71,678.87 | 3,161.04 | 0.00 |
| TOTAL | | 374,199.50 | 336,477.00 | 37,722.50 | |

Interest Rate: 4.41%

| | |
|-------------------------------|--------------|
| Lessee: City of Goshen | |
| By: | |
| Name: | Gina Leichty |
| Title: | Mayor |

EXHIBIT A

Property Description

Vac Truck

VIN # To Be Determined



CITY OF GOSHEN LEGAL DEPARTMENT

City Annex

204 East Jefferson Street, Suite 2

Goshen, Indiana 46528-3405

July 30, 2025

U.S. Bancorp Government Leasing and Finance, Inc.
13010 SW 68th Parkway, Suite 100
Portland, OR 97223

RE: Property Schedule No. 6 dated as of July 30, 2025 to the Master Tax-Exempt Lease/Purchase Agreement dated March 15, 2016 between U.S. Bancorp Government Leasing and Finance, Inc. and City of Goshen.

Ladies and Gentlemen:

We have acted as counsel to City of Goshen ("Lessee"), in connection with the Master Tax-Exempt Lease/Purchase Agreement, dated as of March 15, 2016 (the "Master Agreement"), between City of Goshen, as lessee, and U.S. Bancorp Government Leasing and Finance, Inc. as lessor ("Lessor"), and the execution of Property Schedule No. 5 (the "Property Schedule") dated as of July 30, 2025, pursuant to the Master Agreement. We have examined the law and such certified proceedings and other papers as we deem necessary to render this opinion.

All capitalized terms not otherwise defined herein shall have the meanings provided in the Master Agreement and Property Schedule.

As to questions of fact material to our opinion, we have relied upon the representations of Lessee in the Master Agreement and the Property Schedule and in the certified proceedings and other certifications of public officials furnished to us without undertaking to verify the same by independent investigation.

Based upon the foregoing, we are of the opinion that, under existing law:

1. Lessee is a public body corporate and politic, duly organized and existing under the laws of the State, and has a substantial amount of one or more of the following sovereign powers: (a) the power to tax, (b) the power of eminent domain, and (c) the police power.

2. Lessee has all requisite power and authority to enter into the Master Agreement and the Property Schedule and to perform its obligations thereunder.

3. The execution, delivery and performance of the Master Agreement and the Property Schedule by Lessee has been duly authorized by all necessary action on the part of Lessee.

4. All proceedings of Lessee and its governing body relating to the authorization and approval of the Master Agreement and the Property Schedule, the execution thereof and the transactions contemplated thereby have been conducted in accordance with all applicable open meeting laws and all other applicable state and federal laws.

July 17, 2025

5. Lessee has acquired or has arranged for the acquisition of the Property subject to the Property Schedule, and has entered into the Master Agreement and the Property Schedule, in compliance with all applicable public bidding laws.

6. Lessee has obtained all consents and approvals of other governmental authorities or agencies which may be required for the execution, delivery and performance by Lessee of the Master Agreement and the Property Schedule.

7. The Master Agreement and the Property Schedule have been duly executed and delivered by Lessee and constitute legal, valid and binding obligations of Lessee, enforceable against Lessee in accordance with the terms thereof, except insofar as the enforcement thereof may be limited by any applicable bankruptcy, insolvency, moratorium, reorganization or other laws of equitable principles of general application, or of application to municipalities or political subdivisions such as the Lessee, affecting remedies or creditors' rights generally, and to the exercise of judicial discretion in appropriate cases.

8. As of the date hereof, based on such inquiry and investigation as we have deemed sufficient, no litigation is pending, (or, to our knowledge, threatened) against Lessee in any court (a) seeking to restrain or enjoin the delivery of the Master Agreement or the Property Schedule or of other agreements similar to the Master Agreement; (b) questioning the authority of Lessee to execute the Master Agreement or the Property Schedule, or the validity of the Master Agreement or the Property Schedule, or the payment of principal of or interest on, the Property Schedule; (c) questioning the constitutionality of any statute, or the validity of any proceedings, authorizing the execution of the Master Agreement and the Property Schedule; or (d) affecting the provisions made for the payment of or security for the Master Agreement and the Property Schedule.

This opinion may be relied upon by Lessor, its successors and assigns, and any other legal counsel who provides an opinion with respect to the Property Schedule.

Very truly yours,

Bodie J. Stegelmann, Goshen City Attorney

Dated: July 30, 2025

EXHIBIT 3

Lessee's General and Incumbency Certificate

GENERAL CERTIFICATE

Re: **Property Schedule No. 6** dated as of July 30, 2025 to the Master Tax-Exempt Lease/Purchase Agreement dated March 15, 2016 between U.S. Bancorp Government Leasing and Finance, Inc. and City of Goshen.

The undersigned, being the duly elected, qualified and acting Mayor
(Title of Person to Execute Lease/Purchase Agreement)
of the City of Goshen ("Lessee") does hereby certify, as of July 30, 2025, as follows:

1. Lessee did, at a meeting of the governing body of the Lessee, by resolution or ordinance duly enacted, in accordance with all requirements of law, approve and authorize the execution and delivery of the above-referenced Property Schedule (the "Property Schedule") and the Master Tax-Exempt Lease/Purchase Agreement (the "Master Agreement") by the undersigned.

2. The meeting(s) of the governing body of the Lessee at which the Master Agreement and the Property Schedule were approved and authorized to be executed was duly called, regularly convened and attended throughout by the requisite quorum of the members thereof, and the enactment approving the Master Agreement and the Property Schedule and authorizing the execution thereof has not been altered or rescinded. All meetings of the governing body of Lessee relating to the authorization and delivery of Master Agreement and the Property Schedule have been: (a) held within the geographic boundaries of the Lessee; (b) open to the public, allowing all people to attend; (c) conducted in accordance with internal procedures of the governing body; and (d) conducted in accordance with the charter of the Lessee, if any, and the laws of the State.

3. No event or condition that constitutes, or with the giving of notice or the lapse of time or both would constitute, an Event of Default or a Nonappropriation Event (as such terms are defined in the Master Agreement) exists at the date hereof with respect to this Property Schedule or any other Property Schedules under the Master Agreement.

4. The acquisition of all of the Property under the Property Schedule has been duly authorized by the governing body of Lessee.

5. Lessee has, in accordance with the requirements of law, fully budgeted and appropriated sufficient funds for the current budget year to make the Lease Payments scheduled to come due during the current budget year under the Property Schedule and to meet its other obligations for the current budget year and such funds have not been expended for other purposes.

6. As of the date hereof, no litigation is pending, (or, to my knowledge, threatened) against Lessee in any court (a) seeking to restrain or enjoin the delivery of the Master Agreement or the Property Schedule or of other agreements similar to the Master Agreement; (b) questioning the authority of Lessee to execute the Master Agreement or the Property Schedule, or the validity of the Master Agreement or the Property Schedule, or the payment of principal of or interest on, the Property Schedule; (c) questioning the constitutionality of any statute, or the validity of any proceedings, authorizing the execution of the Master Agreement and the Property Schedule; or (d) affecting the provisions made for the payment of or security for the Master Agreement and the Property Schedule.

IN WITNESS WHEREOF, the undersigned has executed this Certificate as of July 30, 2025.

City of Goshen

By _____
Signature of Person to Execute Lease/Purchase Agreement

Gina Leichty, Mayor

Print Name and Title of Person to Execute Lease/Purchase Agreement

INCUMBENCY CERTIFICATE

Re: **Property Schedule No. 6** dated as of July 30, 2025 to the Master Tax-Exempt Lease/Purchase Agreement dated as of March 15, 2016 between U.S. Bancorp Government Leasing and Finance, Inc. and City of Goshen.

The undersigned, being the duly elected, qualified and acting Secretary or Clerk of the City of Goshen ("Lessee") does hereby certify, as of July 30, 2025, as follows:

As of the date of the meeting(s) of the governing body of the Lessee at which the above-referenced Master Agreement and the Property Schedule were approved and authorized to be executed, and as of the date hereof, the below-named representative of the Lessee held and holds the office set forth below, and the signature set forth below is his/her true and correct signature.

(Signature of Person to Execute Lease/Purchase Agreement)

(Print Name and Title)

IN WITNESS WHEREOF, the undersigned has executed this Certificate as of July 30, 2025.

Secretary/Clerk

Print Name
and Title: Richard Aguirre, Clerk-Treasure

EXHIBIT 4

Payment of Proceeds Instructions

Intentionally Omitted.

EXHIBIT 5

Acceptance Certificate

Intentionally Omitted.

EXHIBIT 6

Bank Qualification And Arbitrage Rebate

U.S. Bancorp Government Leasing and Finance, Inc.
1310 Madrid Street
Marshall, MN 56258

Re: **Property Schedule No. 6** to Master Tax-Exempt Lease/Purchase Agreement between U.S. Bancorp Government Leasing and Finance, Inc. and City of Goshen

PLEASE CHECK EITHER:

Bank Qualified Tax-Exempt Obligation under Section 265

 X Lessee hereby designates this Property Schedule as a "qualified tax-exempt obligation" as defined in Section 265(b)(3)(B) of the Code. Lessee reasonably anticipates issuing tax-exempt obligations (excluding private activity bonds other than qualified 501(c)(3) bonds and including all tax-exempt obligations of subordinate entities of the Lessee) during the calendar year in which the Commencement Date of this Property Schedule falls, in an amount not exceeding \$10,000,000.

or

 Not applicable.

Arbitrage Rebate

Eighteen Month Exception:

Pursuant to Treasury Regulations Section 1.148-7(d), the gross proceeds of this Property Schedule will be expended for the governmental purposes for which this Property Schedule was entered into, as follows: at least 15% within six months after the Commencement Date, at least 60% within 12 months after the Commencement Date, and 100% within 18 months after the Commencement Date. If Lessee is unable to comply with Section 1.148-7(d) of the Treasury Regulations, Lessee shall compute rebatable arbitrage on this Agreement and pay rebatable arbitrage to the United States at least once every five years, and within 60 days after payment of the final Lease Payment due under this Agreement.

Consult tax counsel if there is any chance that the Eighteen Month Exception will not be met.

| |
|-------------------------------|
| Lessee: City of Goshen |
| |
| By: |
| Name: Gina Leichty |
| Title: Mayor |

***Please be sure to select ONE option above.**

Language for UCC Financing Statements

Property Schedule No. 6

SECURED PARTY: U.S. Bancorp Government Leasing and Finance, Inc.

DEBTOR: City of Goshen

This financing statement covers all of Debtor's right, title and interest, whether now owned or hereafter acquired, in and to the equipment leased to Debtor under Property Schedule No. 6 dated July 30, 2025 to that certain Master Tax-Exempt Lease Purchase Agreement dated as of March 15, 2016, in each case between Debtor, as Lessee, and Secured Party, as Lessor, together with all accessions, substitutions and replacements thereto and therefore, and proceeds (cash and non-cash), including, without limitation, insurance proceeds, thereof, including without limiting, all equipment described on Exhibit A attached hereto and made a part hereof.

Debtor has no right to dispose of the equipment.

This **Notification of Tax Treatment** is pursuant to the Master Tax-Exempt Lease/Purchase Agreement dated as of March 15, 2016 and the related Property Schedule No. 6 dated July 30, 2025, between Lessor and Lessee (the "Agreement").

____ Lessee agrees that this Property Schedule SHOULD be subject to sales/use taxes

 X Lessee agrees that this Property Schedule should NOT be subject to sales/use taxes and Lessee has included our tax-exemption certificate with this document package

____ Lessee agrees that this Property Schedule should NOT be subject to sales/use taxes and no tax-exemption certificate is issued to us by the State

____ Lessee agrees that this Property Schedule is a taxable transaction and subject to any/all taxes

____ Lessee agrees that this Property Schedule is subject to sales/use taxes and will pay those taxes directly to the State or Vendor

IN WITNESS WHEREOF, Lessee has caused this Notification of Tax Treatment to be executed by their duly authorized representative.

| | |
|-------------------------------|--------------|
| Lessee: City of Goshen | |
| | |
| By: | |
| Name: | Gina Leichty |
| Title: | Mayor |

Information Return for Tax-Exempt Governmental Bonds

► Under Internal Revenue Code section 149(e)

► See separate instructions.

Caution: If the issue price is under \$100,000, use Form 8038-GC.► Go to www.irs.gov/F8038G for instructions and the latest information.

OMB No. 1545-0047

Part I Reporting AuthorityCheck box if Amended Return ☐

| | | |
|---|------------|---|
| 1 Issuer's name | | 2 Issuer's employer identification number (EIN) |
| 3a Name of person (other than issuer) with whom the IRS may communicate about this return (see instructions) | | 3b Telephone number of other person shown on 3a |
| 4 Number and street (or P.O. box if mail is not delivered to street address) | Room/suite | 5 Report number (For IRS Use Only) 3 |
| 6 City, town, or post office, state, and ZIP code | | 7 Date of issue |
| 8 Name of issue | | 9 CUSIP number |
| 10a Name and title of officer or other employee of the issuer whom the IRS may call for more information | | 10b Telephone number of officer or other employee shown on 10a |

Part II Type of Issue (Enter the issue price.) See the instructions and attach schedule.

| | |
|---|-----------|
| 11 Education | 11 |
| 12 Health and hospital | 12 |
| 13 Transportation | 13 |
| 14 Public safety | 14 |
| 15 Environment (including sewage bonds) | 15 |
| 16 Housing | 16 |
| 17 Utilities | 17 |
| 18 Other. Describe ► | 18 |
| 19a If bonds are TANs or RANs, check only box 19a ► <input type="checkbox"/> | |
| b If bonds are BANs, check only box 19b ► <input type="checkbox"/> | |
| 20 If bonds are in the form of a lease or installment sale, check box ► <input type="checkbox"/> | |

Part III Description of Bonds. Complete for the entire issue for which this form is being filed.

| | (a) Final maturity date | (b) Issue price | (c) Stated redemption price at maturity | (d) Weighted average maturity | (e) Yield |
|-----------|-------------------------|-----------------|---|-------------------------------|-----------|
| 21 | | \$ | \$ | years | % |

Part IV Uses of Proceeds of Bond Issue (including underwriters' discount)

| | |
|--|-----------|
| 22 Proceeds used for accrued interest | 22 |
| 23 Issue price of entire issue (enter amount from line 21, column (b)) | 23 |
| 24 Proceeds used for bond issuance costs (including underwriters' discount) | 24 |
| 25 Proceeds used for credit enhancement | 25 |
| 26 Proceeds allocated to reasonably required reserve or replacement fund | 26 |
| 27 Proceeds used to refund prior tax-exempt bonds. Complete Part V | 27 |
| 28 Proceeds used to refund prior taxable bonds. Complete Part V | 28 |
| 29 Total (add lines 24 through 28) | 29 |
| 30 Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here) | 30 |

Part V Description of Refunded Bonds. Complete this part only for refunding bonds.

| | |
|--|-------|
| 31 Enter the remaining weighted average maturity of the tax-exempt bonds to be refunded ► | years |
| 32 Enter the remaining weighted average maturity of the taxable bonds to be refunded ► | years |
| 33 Enter the last date on which the refunded tax-exempt bonds will be called (MM/DD/YYYY) ► | |
| 34 Enter the date(s) the refunded bonds were issued ► (MM/DD/YYYY) | |

Part VI Miscellaneous

| | | | |
|------------|---|------------|--|
| 35 | Enter the amount of the state volume cap allocated to the issue under section 141(b)(5) | 35 | |
| 36a | Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC). See instructions | 36a | |
| b | Enter the final maturity date of the GIC ► (MM/DD/YYYY) _____ | | |
| c | Enter the name of the GIC provider ► _____ | | |
| 37 | Pooled financings: Enter the amount of the proceeds of this issue that are to be used to make loans to other governmental units | 37 | |
| 38a | If this issue is a loan made from the proceeds of another tax-exempt issue, check box ► <input type="checkbox"/> and enter the following information: | | |
| b | Enter the date of the master pool bond ► (MM/DD/YYYY) _____ | | |
| c | Enter the EIN of the issuer of the master pool bond ► _____ | | |
| d | Enter the name of the issuer of the master pool bond ► _____ | | |
| 39 | If the issuer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check box ► <input type="checkbox"/> | | |
| 40 | If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box ► <input type="checkbox"/> | | |
| 41a | If the issuer has identified a hedge, check here ► <input type="checkbox"/> and enter the following information: | | |
| b | Name of hedge provider ► _____ | | |
| c | Type of hedge ► _____ | | |
| d | Term of hedge ► _____ | | |
| 42 | If the issuer has superintegrated the hedge, check box ► <input type="checkbox"/> | | |
| 43 | If the issuer has established written procedures to ensure that all nonqualified bonds of this issue are remediated according to the requirements under the Code and Regulations (see instructions), check box ► <input type="checkbox"/> | | |
| 44 | If the issuer has established written procedures to monitor the requirements of section 148, check box ► <input type="checkbox"/> | | |
| 45a | If some portion of the proceeds was used to reimburse expenditures, check here ► <input type="checkbox"/> and enter the amount of reimbursement ► _____ | | |
| b | Enter the date the official intent was adopted ► (MM/DD/YYYY) _____ | | |

Signature and Consent

Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person that I have authorized above.

| | | |
|---|------------|------------------------------------|
| Signature of issuer's authorized representative _____ | Date _____ | Type or print name and title _____ |
|---|------------|------------------------------------|

Paid Preparer Use Only

| | | | | |
|----------------------------|----------------------|------|---|------|
| Print/Type preparer's name | Preparer's signature | Date | Check <input type="checkbox"/> if self-employed | PTIN |
| Firm's name ► _____ | | | Firm's EIN ► _____ | |
| Firm's address ► _____ | | | Phone no. _____ | |

Instructions for Form 8038-G



Department of the Treasury
Internal Revenue Service

(Rev. October 2021)

Information Return for Tax-Exempt Governmental Bonds

Section references are to the Internal Revenue Code unless otherwise noted.

Future Developments

For the latest information about developments related to Form 8038-G and its instructions, such as legislation enacted after they were published, go to [IRS.gov/Form8038G](https://www.irs.gov/Form8038G).

General Instructions

Purpose of Form

Form 8038-G is used by issuers of tax-exempt governmental bonds to provide the IRS with the information required by section 149(e) and to monitor compliance with the requirements of sections 141 through 150.

Who Must File

| IF the issue price (line 21, column (b)) is... | THEN, for tax-exempt governmental bonds issued after December 31, 1986, issuers must file... |
|--|--|
| \$100,000 or more | a separate Form 8038-G for each issue. |
| less than \$100,000 | Form 8038-GC, Information Return for Small Tax-Exempt Governmental Bond Issues, Leases, and Installment Sales. |

When To File

File Form 8038-G on or before the 15th day of the 2nd calendar month after the close of the calendar quarter in which the bond is issued. Form 8038-G may not be filed before the issue date and must be completed based on the facts as of the issue date.

Late filing. An issuer may be granted an extension of time to file Form 8038-G under section 3 of Rev. Proc. 2002-48, 2002-37 I.R.B. 531, if it is determined that the failure to file timely is not due to willful neglect. Type or print at the top of the form "Request for Relief under section 3 of Rev. Proc. 2002-48" and attach a letter explaining why Form 8038-G was not submitted to the IRS on time. Also indicate whether the bond issue in question is under examination by the IRS. Do not submit copies of the trust indenture or other bond documents. See *Where To File* next.

Where To File

File Form 8038-G and any attachments at the following address.

Department of the Treasury
Internal Revenue Service Center
Ogden, UT 84201

Private delivery services. You can use certain private delivery services (PDS) designated by the IRS to meet the "timely mailing as timely filing" rule for tax returns. Go to [IRS.gov/PDS](https://www.irs.gov/PDS) for the current list of designated services.

The PDS can tell you how to get written proof of the mailing date.

For the IRS mailing address to use if you're using PDS, go to [IRS.gov/PDSstreetAddresses](https://www.irs.gov/PDSstreetAddresses).



PDS can't deliver items to P.O. boxes. You must use the U.S. Postal Service to mail any item to an IRS P.O. box address.

Other Forms That May Be Required

For rebating arbitrage (or paying a penalty in lieu of arbitrage rebate) to the federal government, use Form 8038-T, Arbitrage Rebate, Yield Reduction and Penalty in Lieu of Arbitrage Rebate.

For private activity bonds, use Form 8038, Information Return for Tax-Exempt Private Activity Bond Issues.

Rounding to Whole Dollars

You may show the money items on this return as whole-dollar amounts. To round, drop amounts under 50 cents and increase amounts from 50 to 99 cents to the next dollar (for example, \$1.39 becomes \$1 and \$2.50 becomes \$3).

If two or more amounts must be added to figure the amount to enter on a line, include cents when adding the amounts and round off only the total.

Definitions

Bond. This is any obligation, including bond, note, commercial paper, installment purchase agreement, or financing lease.

Taxable bond. This is any bond the interest on which is not excludable from gross income under section 103. Taxable bonds include tax credit amounts and direct pay bonds.

Tax-exempt bond. This is any obligation, including a bond, installment purchase

agreement, or financial lease, on which the interest is excluded from income under section 103.

Tax-exempt governmental bond. A tax-exempt bond that is not a private activity bond (see next) is a tax-exempt governmental bond. This includes a bond issued by a qualified volunteer fire department under section 150(e).

Private activity bond. This includes a bond issued as part of an issue in which:

- More than 10% of the proceeds are to be used for any private activity business use; **and**
- More than 10% of the payment of principal or interest of the issue is **either (a)** secured by an interest in property to be used for a private business use (or payments for such property), **or (b)** to be derived from payments for property (or borrowed money) used for a private business use.

It also includes a bond, the proceeds of which **(a)** are to be used directly or indirectly to make or finance loans (other than loans described in section 141(c)(2)) to persons other than governmental units, and **(b)** exceeds the lesser of 5% of the proceeds **or** \$5 million.

Issue price. The issue price of bonds is generally determined under Regulations section 1.148-1(f). Thus, when issued for cash, the issue price is the first price at which a substantial amount of the bonds are sold to the public. To determine the issue price of a bond issued for property, see sections 1273 and 1274 and the related regulations.

Issue. Generally, bonds are treated as part of the same issue if they are issued by the same issuer, on the same date, and in a single transaction, or a series of related transactions (see Regulations section 1.149(e)-1(e)(2)). However, bonds issued during the same calendar year **(a)** under a loan agreement under which amounts are to be advanced periodically (a "draw-down loan"), or **(b)** with a term not exceeding 270 days, may be treated as part of the same issue if the bonds are equally and ratably secured under a single indenture or loan agreement and are issued under a common financing arrangement (for example, under the same official statement periodically updated to reflect changing factual circumstances). Also, for bonds issued under a draw-down loan that meet the requirements of the preceding

sentence, bonds issued during different calendar years may be treated as part of the same issue if all of the amounts to be advanced under the draw-down loan are reasonably expected to be advanced within 3 years of the date of issue of the first bond. Likewise, bonds (other than private activity bonds) issued under a single agreement that is in the form of a lease or installment sale may be treated as part of the same issue if all of the property covered by that agreement is reasonably expected to be delivered within 3 years of the date of issue of the first bond.

Arbitrage rebate. Generally, interest on a state or local bond is not tax exempt unless the issuer of the bond rebates to the United States arbitrage profits earned from investing proceeds of the bond in higher yielding nonpurpose investments. See section 148(f).

Construction issue. This is an issue of tax-exempt bonds that meets **both** of the following conditions.

1. At least 75% of the available construction proceeds are to be used for construction expenditures with respect to property to be owned by a governmental unit or a section 501(c)(3) organization.
2. All the bonds that are part of the issue are qualified 501(c)(3) bonds, bonds that are not private activity bonds, or private activity bonds issued to finance property to be owned by a governmental unit or a section 501(c)(3) organization.

In lieu of rebating any arbitrage that may be owed to the United States, the issuer of a construction issue may make an irrevocable election to pay a penalty. The penalty is equal to 1 $\frac{1}{2}$ % of the amount of the available construction proceeds of the issue that do not meet certain spending requirements as of the close of each 6-month period after the date the bonds were issued. See section 148(f)(4)(C) and the Instructions for Form 8038-T.

Pooled financing issue. This is an issue of tax-exempt bonds, the proceeds of which are to be used to finance purpose investments representing conduit loans to two or more conduit borrowers, unless those conduit loans are to be used to finance a single capital project.

Specific Instructions

Part I—Reporting Authority

Amended return. An issuer may file an amended return to change or add to the information reported on a previously filed return for the same date of issue. If you

are filing to correct errors or change a previously filed return, check the *Amended Return* box in the heading of the form.

The amended return must provide all the information reported on the original return, in addition to the new or corrected information. Attach an explanation of the reason for the amended return and write across the top, "Amended Return Explanation." Failure to attach an explanation may result in a delay in processing the form.

Line 1. The issuer's name is the name of the entity issuing the bonds, not the name of the entity receiving the benefit of the financing. For a lease or installment sale, the issuer is the lessee or the purchaser.

Line 2. An issuer that does not have an employer identification number (EIN) should apply online by visiting the IRS website at *IRS.gov/EIN*. The organization may also apply for an EIN by faxing or mailing Form SS-4 to the IRS.

Line 3a. If the issuer wishes to authorize a person other than an officer or other employee of the issuer (including a legal representative or paid preparer) to communicate with the IRS and whom the IRS may contact about this return (including in writing or by telephone), enter the name of such person here. The person listed on line 3a must be an individual. Do not enter the name and title of an officer or other employee of the issuer here (use line 10a for that purpose).

Note. By authorizing a person other than an authorized officer or other employee of the issuer to communicate with the IRS and whom the IRS may contact about this return, the issuer authorizes the IRS to communicate directly with the individual entered on line 3a and consents to disclose the issuer's return information to that individual, as necessary, to process this return.

Lines 4 and 6. If you listed an individual on line 3a to communicate with the IRS and whom the IRS may contact about this return, enter the number and street (or P.O. box if mail is not delivered to street address), city, town, or post office, state, and ZIP code of that person. Otherwise, enter the issuer's number and street (or P.O. box if mail is not delivered to street address), city, town, or post office, state, and ZIP code.

Note. The address entered on lines 4 and 6 is the address the IRS will use for all written communications regarding the processing of this return, including any notices.

Line 5. This line is for IRS use only. Do not make any entries in this box.

Line 7. The date of issue is generally the first date on which the issuer physically exchanges any bond included in the issue for the underwriter's (or other purchaser's) funds. For a lease or installment sale, enter the date interest starts to accrue in an MM/DD/YYYY format.

Line 8. If there is no name of the issue, please provide other identification of the issue.

Line 9. Enter the CUSIP (Committee on Uniform Securities Identification Procedures) number of the bond with the latest maturity. If the issue does not have a CUSIP number, write "None."

Line 10a. Enter the name and title of the officer or other employee of the issuer whom the IRS may call for more information. If the issuer wishes to designate a person other than an officer or other employee of the issuer (including a legal representative or paid preparer) whom the IRS may call for more information about the return, enter the name, title, and telephone number of such person on lines 3a and 3b.



Complete lines 10a and 10b even if you complete lines 3a and 3b.

Part II—Type of Issue



Elections referred to in Part II are made on the original bond documents, not on this form.

Identify the type of bonds issued by entering the issue price in the box corresponding to the type of bond (see *Issue price* under *Definitions*, earlier). Attach a schedule listing names and EINs of organizations that are to use proceeds of these bonds, if different from those of the issuer, include a brief summary of the use and indicate whether or not such user is a governmental or nongovernmental entity.

Line 18. Enter a description of the issue in the space provided.

Line 19. If the bonds are short-term tax anticipation notes or warrants (TANs) or short-term revenue anticipation notes or warrants (RANs), check box 19a. If the bonds are short-term bond anticipation notes (BANs), issued with the expectation that they will be refunded with the proceeds of long-term bonds at some future date, check box 19b. **Do not** check both boxes.

Line 20. Check this box if property other than cash is exchanged for the bond, for example, acquiring a police car, a fire truck, or telephone equipment through a series of monthly payments. (This type of bond is sometimes referred to as a "municipal lease.") Also check this box if real property is directly acquired in

exchange for a bond to make periodic payments of interest and principal. **Do not** check this box if the proceeds of the bond are received in the form of cash, even if the term “lease” is used in the title of the issue.

Part III—Description of Bonds

Line 21. For column (a), the final maturity date is the last date the issuer must redeem the entire issue.

For column (b), see *Issue price* under *Definitions*, earlier.

For column (c), the stated redemption price at maturity of the entire issue is the sum of the stated redemption prices at maturity of each bond issued as part of the issue. For a lease or installment sale, write “N/A” in column (c).

For column (d), the weighted average maturity is the sum of the products of the issue price of each maturity and the number of years to maturity (determined separately for each maturity and by taking into account mandatory redemptions), divided by the issue price of the entire issue (from line 21, column (b)). For a lease or installment sale, enter instead the total number of years the lease or installment sale will be outstanding.

For column (e), the yield, as defined in section 148(h), is the discount rate that, when used to figure the present value of all payments of principal and interest to be paid on the bond, produces an amount equal to the purchase price, including accrued interest. See Regulations section 1.148-4 for specific rules to figure the yield on an issue. If the issue is a variable rate issue, write “VR” as the yield of the issue. For other than variable rate issues, carry the yield out to four decimal places (for example, 5.3125%). If the issue is a lease or installment sale, enter the effective rate of interest being paid.

Part IV—Uses of Proceeds of Bond Issue

For a lease or installment sale, write “N/A” in the space to the right of the title for Part IV.

Line 22. Enter the amount of proceeds that will be used to pay interest on the issue accruing prior to the date of issue. For definition of date of issue, see these instructions, line 7.

Line 24. Enter the amount of the proceeds that will be used to pay bond issuance costs, including fees for trustees and bond counsel. If no bond proceeds will be used to pay bond issuance costs, enter zero. Do not leave this line blank.

Line 25. Enter the amount of the proceeds that will be used to pay fees for credit enhancement that are taken into account in determining the yield on the issue for purposes of section 148(h) (for

example, bond insurance premiums and certain fees for letters of credit).

Line 26. Enter the amount of proceeds that will be allocated to such a fund.

Line 27. Enter the amount of the proceeds that will be used to pay principal, interest, or call premium on any tax-exempt bonds, including proceeds that will be used to fund an escrow account for this purpose.

Line 28. Enter the amount of the proceeds that will be used to pay principal, interest, or call premium on any taxable bonds, including proceeds that will be used to fund an escrow account for this purpose.

Part V—Description of Refunded Bonds

Complete this part only if the bonds are to be used to refund a prior issue of tax-exempt bonds or taxable bonds. For a lease or installment sale, write “N/A” in the space to the right of the title for Part V.

Lines 31 and 32. The remaining weighted average maturity is determined without regard to the refunding. The weighted average maturity is determined in the same manner as on line 21, column (d).

Line 34. If more than a single issue of tax-exempt bonds or taxable bonds will be refunded, enter the date of issue for each refunded issue. Enter the date in an MM/DD/YYYY format.

Part VI—Miscellaneous

Line 35. An allocation of volume cap is required if the nonqualified amount for the issue is more than \$15 million but is not more than the amount that would cause the issue to be private activity bonds.

Line 36. If any portion of the gross proceeds of the issue is or will be invested in a guaranteed investment contract (GIC), as defined in Regulations section 1.148-1(b), enter the amount of the gross proceeds so invested, as well as the final maturity date of the GIC and the name of the provider of such contract.

Line 37. If the issue is a pooled financing issue (as defined under *Pooled financing issue* in *Definitions*, earlier), enter the amount of the proceeds used to make loans to other governmental units, the interest on which is tax exempt.

Line 38. If the issue is a loan of proceeds from a pooled financing issue (as defined under *Pooled financing issue* in *Definitions*, earlier), check the box and where asked for the date of issue, EIN, and name of the issuer of the master pool bond, enter the date of issue, EIN, and name of the issuer of the pooled financing issue.

Line 40. Check this box if the issue is a construction issue and an irrevocable election to pay a penalty in lieu of arbitrage rebate has been made on or before the date the bonds were issued. The penalty is payable with a Form 8038-T for each 6-month period after the date the bonds are issued. Do not make any payment of penalty in lieu of arbitrage rebate with this form. See Rev. Proc. 92-22, 1992-1 C.B. 736, for rules regarding the “election document.”

Line 41a. Check this box if the issuer has identified a hedge on its books and records according to Regulations sections 1.148-4(h)(2)(viii) and 1.148-4(h)(5)(iv) that permit an issuer of tax-exempt bonds to identify a hedge for it to be included in yield calculations for figuring arbitrage.

Line 42. In determining if the issuer has super-integrated a hedge, apply the rules of Regulations section 1.148-4(h)(4). If the hedge is super-integrated, check the box.

Line 43. If the issuer takes a “deliberate action” after the issue date that causes the conditions of the private business tests or the private loan financing test to be met, then such issue is also an issue of private activity bonds. Regulations section 1.141-2(d)(3) defines a deliberate action as any action taken by the issuer that is within its control regardless of whether there is intent to violate such tests. Regulations section 1.141-12 explains the conditions to taking remedial action that prevent an action that causes an issue to meet the private business tests or private loan financing test from being treated as a deliberate action. Check the box if the issuer has established written procedures to ensure timely remedial action for all nonqualified bonds according to Regulations section 1.141-12 or other remedial actions authorized by the Commissioner under Regulations section 1.141-12(h).

Line 44. Check the box if the issuer has established written procedures to monitor compliance with the arbitrage, yield restriction, and rebate requirements of section 148.

Line 45a. Check the box if some part of the proceeds was used to reimburse expenditures. Figure and then enter the amount of proceeds that are used to reimburse the issuer for amounts paid for a qualified purpose prior to the issuance of the bonds. See Regulations section 1.150-2.

Line 45b. Subject to certain exceptions under Regulations section 1.150-2(f), an issuer must adopt an official intent, as described in Regulations section 1.150-2(e), to reimburse itself for preissuance expenditures within 60 days after payment of the original expenditure.

Enter the date the official intent was adopted.

Signature and Consent

An authorized representative of the issuer must sign Form 8038-G and any applicable certification. Also print the name and title of the person signing Form 8038-G. The authorized representative of the issuer signing this form must have the authority to consent to the disclosure of the issuer's return information, as necessary to process this return, to the person(s) that have been designated in Form 8038-G.

Note. If the issuer in Part I, lines 3a and 3b, authorizes the IRS to communicate (including in writing and by telephone) with a person other than an officer or other employee of the issuer, by signing this form, the issuer's authorized representative consents to the disclosure of the issuer's return information, as necessary to process this return, to such person.

Paid Preparer

If an authorized officer of the issuer filled in this return, the paid preparer's space should remain blank. Anyone who

prepares the return but does not charge the organization should not sign the return. Certain others who prepare the return should not sign. For example, a regular, full-time employee of the issuer, such as a clerk, secretary, etc., should not sign.

Generally, anyone who is paid to prepare a return must sign it and fill in the other blanks in the *Paid Preparer Use Only* area of the return.

The paid preparer must:

- Sign the return in the space provided for the preparer's signature (a facsimile signature is acceptable),
- Enter the preparer information, and
- Give a copy of the return to the issuer.

Paperwork Reduction Act Notice. We ask for the information on this form to carry out the Internal Revenue laws of the United States. You are required to give us the information. We need it to ensure that you are complying with these laws.

You are not required to provide the information requested on a form that is subject to the Paperwork Reduction Act unless the form displays a valid OMB control number. Books or records relating

to a form or its instructions must be retained as long as their contents may become material in the administration of any Internal Revenue law. Generally, tax returns and return information are confidential, as required by section 6103.

The time needed to complete and file this form will vary depending on the individual circumstances. The estimated burden for tax-exempt organizations filing this form is approved under OMB control number 1545-0047 and is included in the estimates shown in the instructions for their information return.

If you have suggestions for making this form simpler, we would be happy to hear from you. You can send us comments through [IRS.gov/FormComments](https://www.irs.gov/FormComments).

Or you can write to:

Internal Revenue Service
Tax Forms and Publications
1111 Constitution Ave. NW, IR-6526
Washington, DC 20224

Do not send the form to this address. Instead, see *Where To File*, earlier.

VEHICLE TITLING ADDENDUM

Master Tax-Exempt Lease/Purchase Agreement dated March 15, 2016 and related Property Schedule No. 6 dated July 30, 2025, between City of Goshen as Lessee and U.S. Bancorp Government Leasing and Finance, Inc. as Lessor.

1. Lessor and Lessee hereby agree to amend the above referenced Agreement to add additional terms and conditions as set forth below:

Lessee agrees that it will provide to Lessor the original title documentation to the Equipment. Lessee shall provide such title documentation to Lessor within 15 days of Lessee's receipt of such title documentation from the appropriate titling authority. Lessee's failure to provide Lessor with title documentation to the Equipment in a timely fashion shall be deemed a condition of Default as defined in the default paragraph herein subject to remedies available to Lessor pursuant to the remedies paragraph.

2. Location: Lessor agrees that in regard to the location of the equipment, Lessee must be responsible for maintaining records showing the location of each piece of Leased equipment. Lessee will report this location to Lessor upon written request by Lessor. Failure to do so shall constitute a breach of the Agreement, which default shall be governed by the terms and conditions specified in the default and/or remedies paragraph of the Agreement.

3. Lessee will complete the physical titling of the vehicle as required by the state of Lessee's residence and guarantee U.S. Bancorp Government Leasing and Finance, Inc. that U.S. Bancorp Government Leasing and Finance, Inc. will receive the original title to the leased vehicle in a timely manner. Lessee agrees to indemnify U.S. Bancorp Government Leasing and Finance, Inc. from any damage or loss it incurs, including legal fees, due to its failure to complete its agreement herein.

THE APPLICATION FOR TITLE MUST INCLUDE THE FOLLOWING AS 1ST LIEN HOLDER:

**U.S. BANCORP GOVERNMENT LEASING AND FINANCE, INC.
1310 MADRID STREET
MARSHALL, MN 56258**

By signing this Addendum, Lessee acknowledges the above changes to the Agreement and authorizes Lessor to make such changes. In all other respects the terms and conditions of the Agreement remain in full force and effect.

| |
|--|
| Lessor: U.S. Bancorp Government Leasing and Finance, Inc. |
| By: |
| Name: |
| Title: |
| Date: |

| |
|-------------------------------|
| Lessee: City of Goshen |
| By: |
| Name: Gina Leichty |
| Title: Mayor |
| Date: |

ESCROW AGREEMENT

THIS ESCROW AGREEMENT ("*Escrow Agreement*") is made as of July 30, 2025 by and among U.S. Bancorp Government Leasing and Finance, Inc. ("*Lessor*"), City of Goshen ("*Lessee*") and U.S. BANK NATIONAL ASSOCIATION, as escrow agent ("*Escrow Agent*").

Lessor and Lessee have heretofore entered into that certain Master Tax-Exempt Lease/Purchase Agreement dated as of March 15, 2016 (the "*Master Agreement*") and a Property Schedule No. 6 thereto dated July 30, 2025 (the "*Schedule*") and, together with the terms and conditions of the Master Agreement incorporated therein, the "*Agreement*"). The Schedule contemplates that certain personal property described therein (the "*Equipment*") is to be acquired from the vendor(s) or manufacturer(s) thereof (the "*Vendor*"). After acceptance of the Equipment by Lessee, the Equipment is to be financed by Lessor to Lessee pursuant to the terms of the Agreement.

The Master Agreement further contemplates that Lessor will deposit an amount equal to the anticipated aggregate acquisition cost of the Equipment (the "*Purchase Price*"), being \$335,977.00, with Escrow Agent to be held in escrow and applied on the express terms set forth herein. Such deposit, together with all interest and other additions received with respect thereto (hereinafter the "*Escrow Fund*") is to be applied to pay the Vendor its invoice cost (a portion of which may, if required, be paid prior to final acceptance of the Equipment by Lessee); and, if applicable, to reimburse Lessee for progress payments already made by it to the Vendor of the Equipment.

The parties desire to set forth the terms on which the Escrow Fund is to be created and to establish the rights and responsibilities of the parties hereto.

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) in hand paid, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Escrow Agent hereby agrees to serve as escrow agent upon the terms and conditions set forth herein. The moneys and investments held in the Escrow Fund are for the benefit of Lessee and Lessor, and such moneys, together with any income or interest earned thereon, shall be expended only as provided in this Escrow Agreement, and shall not be subject to levy or attachment or lien by or for the benefit of any creditor of either Lessee or Lessor. Lessor, Lessee and Escrow Agent intend that the Escrow Fund constitute an escrow account in which Lessee has no legal or equitable right, title or interest until satisfaction in full of all conditions contained herein for the disbursement of funds by the Escrow Agent therefrom. However, if the parties' intention that Lessee shall have no legal or equitable right, title or interest until all conditions for disbursement are satisfied in full is not respected in any legal proceeding, the parties hereto intend that Lessor have a security interest in the Escrow Fund, and such security interest is hereby granted by Lessee to secure payment of all sums due to Lessor under the Master Agreement. For such purpose, Escrow Agent hereby agrees to act as agent for Lessor in connection with the perfection of such security interest and agrees to note, or cause to be noted, on all books and records relating to the Escrow Fund, the Lessor's interest therein.

2. On such day as is determined to the mutual satisfaction of the parties (the "*Closing Date*"), Lessor shall deposit with Escrow Agent cash in the amount of the Purchase Price, to be held in escrow by Escrow Agent on the express terms and conditions set forth herein.

On the Closing Date, Escrow Agent agrees to accept the deposit of the Purchase Price by Lessor, and further agrees to hold the amount so deposited together with all interest and other additions received with respect thereto, as the Escrow Fund hereunder, in escrow on the express terms and conditions set forth herein.

3. Escrow Agent shall at all times segregate the Escrow Fund into an account maintained for that express purpose, which shall be clearly identified on the books and records of Escrow Agent as being held in its capacity as Escrow Agent. Securities and other negotiable instruments comprising the Escrow Fund from time to time shall be held or registered in the name of Escrow Agent (or its nominee). The Escrow Fund shall not, to the extent permitted by applicable law, be subject to levy or attachment or lien by or for the benefit of any creditor of any of the parties hereto (except with respect to the security interest therein held by Lessor).

4. The cash comprising the Escrow Fund from time to time shall be invested and reinvested by Escrow Agent in one or more investments as directed by Lessee. Absent written direction from Lessee, the cash will be invested in the U.S. Bank National Association Money Market Deposit Fund. See Exhibit 1 Investment Direction

Letter. Lessee represents and warrants to Escrow Agent and Lessor that the investments selected by Lessee for investment of the Escrow Fund are permitted investments for Lessee under all applicable laws. Escrow Agent will use due diligence to collect amounts payable under a check or other instrument for the payment of money comprising the Escrow Fund and shall promptly notify Lessee and Lessor in the event of dishonor of payment under any such check or other instruments. Interest or other amounts earned and received by Escrow Agent with respect to the Escrow Fund shall be deposited in and comprise a part of the Escrow Fund. Escrow Agent shall maintain accounting records sufficient to permit calculation of the income on investments and interest earned on deposit of amounts held in the Escrow Fund. The parties acknowledge that to the extent regulations of the Comptroller of Currency or other applicable regulatory entity grant a right to receive brokerage confirmations of security transactions of the escrow, the parties waive receipt of such confirmations, to the extent permitted by law. The Escrow Agent shall furnish a statement of security transactions on its regular monthly reports. Attached as Exhibit 6 is the Class Action Negative Consent Letter to be reviewed by Lessee.

5. Upon request by Lessee and Lessor, Escrow Agent shall send monthly statements of account to Lessee and Lessor, which statements shall set forth all withdrawals from and interest earnings on the Escrow Fund as well as the investments in which the Escrow Fund is invested.

6. Escrow Agent shall take the following actions with respect to the Escrow Fund:

(a) Upon Escrow Agent's acceptance of the deposit of the Purchase Price, an amount equal to Escrow Agent's acceptance fee, as set forth on Exhibit 2 hereto, shall be disbursed from the Escrow Fund to Escrow Agent in payment of such fee.

(b) Escrow Agent shall pay costs of the Equipment upon receipt of a duly executed Requisition Request (substantially in the format of Exhibit 3) signed by Lessor and Lessee. Lessee's authorized signatures are provided in Exhibit 5 attached hereto. Escrow Agent will use best efforts to process requests for payment within one (1) business day of receipt of requisitions received prior to 2:00 p.m. Central Time. The final Requisition shall be accompanied by a duly executed Final Acceptance Certificate form attached as Exhibit 4 hereto.

Escrow Agent is authorized but shall not be required to seek confirmation of such instructions by telephone call-back to any person designated by the instructing party on Exhibit 5 hereto, and Escrow Agent may rely upon the confirmation of anyone purporting to be a person so designated. The persons and telephone numbers for call-backs may be changed only in writing actually received and acknowledged by Escrow Agent and shall be effective only after Escrow Agent has a reasonable opportunity to act on such changes. If Escrow Agent is unable to contact any of the designated representatives identified in Exhibit 5, Escrow Agent is hereby authorized but shall be under no duty to seek confirmation of such instructions by telephone call-back to any one or more of Lessee's or Lessor's executive officers ("Executive Officers"), as Escrow Agent may select. Such Executive Officer shall deliver to Escrow Agent a fully executed incumbency certificate, and Escrow Agent may rely upon the confirmation of anyone purporting to be any such officer. Lessee and Lessor agree that Escrow Agent may at its option record any telephone calls made pursuant to this Section. Escrow Agent in any funds transfer may rely solely upon any account numbers or similar identifying numbers provided by Lessee and Lessor to identify (i) the beneficiary, (ii) the beneficiary's bank, or (iii) an intermediary bank, even when its use may result in a person other than the beneficiary being paid, or the transfer of funds to a bank other than the beneficiary's bank or an intermediary bank so designated. Lessee and Lessor acknowledge that these optional security procedures are commercially reasonable.

(c) Upon receipt by Escrow Agent of written notice from Lessor that an Event of Default or an Event of Nonappropriation (if provided for under the Master Agreement) has occurred under the Agreement, all funds then on deposit in the Escrow Fund shall be paid to Lessor for application in accordance with the Master Agreement, and this Escrow Agreement shall terminate.

(d) Upon receipt by Escrow Agent of written notice from Lessor that the purchase price of the Equipment has been paid in full, Escrow Agent shall pay the funds then on deposit in the Escrow Fund to Lessor to be applied first to the next Lease Payment due under the Master Agreement, and second, to prepayment of the principal component of Lease Payments in inverse order of maturity without premium. To the extent the Agreement is not subject to prepayment, Lessor consents to such prepayment to the extent of such prepayment amount from the Escrow Fund. Upon disbursement of all amounts in the Escrow Fund, this Escrow Agreement shall terminate.

(e) This Escrow Agreement shall terminate upon the distribution of all the amounts in the Escrow Fund pursuant to any applicable provision of this Agreement, and Escrow Agent will thereafter have no further obligation or liability whatsoever with respect to this Agreement.

7. The fees and expenses, including any legal fees, of Escrow Agent incurred in connection herewith shall be the responsibility of Lessee. The basic fees and expenses of Escrow Agent shall be as set forth on Exhibit 2 and Escrow Agent is hereby authorized to deduct such fees and expenses from the Escrow Fund as and when the same are incurred without any further authorization from Lessee or Lessor. Escrow Agent may employ legal counsel and other experts as it deems necessary for advice in connection with its obligations hereunder. Escrow Agent waives any claim against Lessor with respect to compensation hereunder.

8. Escrow Agent shall have no liability for acting upon any written instruction presented by Lessor in connection with this Escrow Agreement, which Escrow Agent in good faith believes to be genuine. Furthermore, Escrow Agent shall not be liable for any act or omission in connection with this Escrow Agreement except for its own negligence, willful misconduct or bad faith. Escrow Agent shall not be liable for any loss or diminution in value of the Escrow Fund as a result of the investments made by Escrow Agent.

9. Escrow Agent may resign at any time by giving thirty (30) days' prior written notice to Lessor and Lessee. Lessor may at any time remove Escrow Agent as Escrow Agent under this Escrow Agreement upon written notice to Lessee and Escrow Agent. Such removal or resignation shall be effective on the date set forth in the applicable notice. Upon the effective date of resignation or removal, Escrow Agent will transfer the Escrow Fund to the successor Escrow Agent selected by Lessor.

10. Lessee hereby represents, covenants and warrants that pursuant to Treasury Regulations Section 1.148-7(d), the gross proceeds of the Agreement will be expended for the governmental purposes for which the Agreement was entered into, as follows: at least 15% within six months after the Commencement Date, such date being the date of deposit of funds into the Escrow Fund, at least 60% within 12 months after the Commencement Date, and 100% within 18 months after the Commencement Date. If Lessee is unable to comply with Section 1.148-7(d) of the Treasury Regulations, Lessee shall, at its sole expense and cost, compute rebatable arbitrage on the Agreement and pay rebatable arbitrage to the United States at least once every five years, and within 60 days after payment of the final rental or Lease Payment due under the Agreement.

11. In the event of any disagreement between the undersigned or any of them, and/or any other person, resulting in adverse claims and demands being made in connection with or for any moneys involved herein or affected hereby, Escrow Agent shall be entitled at its option to refuse to comply with any such claim or demand, so long as such disagreement shall continue, and in so refusing Escrow Agent may refrain from making any delivery or other disposition of any moneys involved herein or affected hereby and in so doing Escrow Agent shall not be or become liable to the undersigned or any of them or to any person or party for its failure or refusal to comply with such conflicting or adverse demands, and Escrow Agent shall be entitled to continue so to refrain and refuse so to act until:

(a) the rights of the adverse claimants have been finally adjudicated in a court assuming and having jurisdiction of the parties and the moneys involved herein or affected hereby; or

(b) all differences shall have been adjusted by Master Agreement and Escrow Agent shall have been notified thereof in writing signed by all of the persons interested.

12. All notices (excluding billings and communications in the ordinary course of business) hereunder shall be in writing, and shall be sufficiently given and served upon the other party if delivered (a) personally, (b) by United States registered or certified mail, return receipt requested, postage prepaid, (c) by an overnight delivery by a service such as Federal Express or Express Mail from which written confirmation of overnight delivery is available, (d) by facsimile with a confirmed receipt or (e) by email by way of a PDF attachment thereto. Notice shall be effective upon receipt except for notice via email, which shall be effective only when the Recipient, by return email or notice delivered by other method provided for in this Section, acknowledges having received that email (with an automatically generated receipt or similar notice not constituting an acknowledgement of an email receipt for purposes of this Section).

Escrow Agent shall have the right to accept and act upon any notice, instruction, or other communication, including any funds transfer instruction, (each, a "Notice") received pursuant to this Agreement by electronic transmission (including by e-mail, facsimile transmission, web portal or other electronic methods) and shall not

have any duty to confirm that the person sending such Notice is, in fact, a person authorized to do so. Electronic signatures believed by Escrow Agent to comply with the ESIGN Act of 2000 or other applicable law (including electronic images of handwritten signatures and digital signatures provided by DocuSign, Orbit, Adobe Sign or any other digital signature provider identified by any other party hereto and acceptable to Escrow Agent) shall be deemed original signatures for all purposes. Each other party assumes all risks arising out of the use of electronic signatures and electronic methods to send Notices to Escrow Agent, including without limitation the risk of Escrow Agent acting on an unauthorized Notice, and the risk of interception or misuse by third parties. Notwithstanding the foregoing, Escrow Agent may in any instance and in its sole discretion require that a Notice in the form of an original document bearing a manual signature be delivered to Escrow Agent in lieu of, or in addition to, any such electronic Notice.

13. This Escrow Agreement shall inure to the benefit of and shall be binding upon the parties hereto and their respective successors and assigns. No rights or obligations of Escrow Agent under this Escrow Agreement may be assigned without the prior written consent of Lessor.

14. This Escrow Agreement shall be governed by and construed in accordance with the laws in the state of the Escrow Agent's location. This Escrow Agreement constitutes the entire Agreement between the parties hereto with respect to the subject matter hereof, and no waiver, consent, modification or change of terms hereof shall bind any party unless in writing signed by all parties.

15. This Escrow Agreement and any written direction may be executed in two or more counterparts, which when so executed shall constitute one and the same agreement or direction.

IN WITNESS WHEREOF, the parties hereto have caused this Escrow Agreement to be duly executed as of the day and year first above set forth.

| |
|--|
| U.S. Bancorp Government Leasing and Finance, Inc., as Lessor |
| By: |
| Name: |
| Title: |
| Address: 1310 Madrid Street Marshall, MN 56258 |
| |

| |
|---|
| City of Goshen, as Lessee |
| By: |
| Name: Gina Leichty |
| Title: |
| Address: 202 South 5th Street Goshen, IN 46528 |

| |
|---|
| U.S. BANK NATIONAL ASSOCIATION, as Escrow Agent |
| By: |
| Name: |
| Title: |
| Address: U.S. Bank National Association Global Corporate Trust 950 17 th Street, 5 th Floor Denver, CO 80202 |

EXHIBIT 1

**U.S. BANK NATIONAL ASSOCIATION
MONEY MARKET ACCOUNT AUTHORIZATION FORM
DESCRIPTION AND TERMS**

The U.S. Bank Money Market account is a U.S. Bank National Association ("U.S. Bank") interest-bearing money market deposit account designed to meet the needs of U.S. Bank's Corporate Trust Services Escrow Group and other Corporate Trust customers of U.S. Bank. Selection of this investment includes authorization to place funds on deposit and invest with U.S. Bank.

U.S. Bank uses the daily balance method to calculate interest on this account (actual/365 or 366). This method applies a daily periodic rate to the principal balance in the account each day. Interest is accrued daily and credited monthly to the account. Interest rates are determined at U.S. Bank's discretion, and may be tiered by customer deposit amount.

The owner of the account is U.S. Bank as Agent for its trust customers. U.S. Bank's trust department performs all account deposits and withdrawals. Deposit accounts are FDIC Insured per depositor, as determined under FDIC Regulations, up to applicable FDIC limits.

AUTOMATIC AUTHORIZATION

In the absence of specific written direction to the contrary, U.S. Bank is hereby directed to invest and reinvest proceeds and other available moneys in the U.S. Bank Money Market Account. The U.S. Bank Money Market Account is a permitted investment under the operative documents and this authorization is the permanent direction for investment of the moneys until notified in writing of alternate instructions.

City of Goshen

Company Name

Signature of Authorized Directing Party

Trust Account Number – includes existing and
future sub-accounts unless otherwise directed

Mayor
Title/Date

EXHIBIT 2

Schedule of Fees for Services as Escrow Agent Equipment Lease Purchase Escrow

| | | |
|-----------|---|---------|
| CTS01010A | Acceptance Fee The acceptance fee includes the administrative review of documents, initial set-up of the account, and other reasonably required services up to and including the closing. This is a one-time, non-refundable fee, payable at closing. | WAIVED |
| CTS04460 | Escrow Agent Annual fee for the standard escrow agent services associated with the administration of the account. Administration fees are payable in advance. | WAIVED |
| | Direct Out of Pocket Expenses Reimbursement of expenses associated with the performance of our duties, including but not limited to publications, legal counsel after the initial close, travel expenses and filing fees. | At Cost |
| | Extraordinary Services Extraordinary Services are duties or responsibilities of an unusual nature, including termination, but not provided for in the governing documents or otherwise set forth in this schedule. A reasonable charge will be assessed based on the nature of the services and the responsibility involved. At our option, these charges will be billed at a flat fee or at our hourly rate then in effect. | |

Account approval is subject to review and qualification. Fees are subject to change at our discretion and upon written notice. Fees paid in advance will not be prorated. The fees set forth above and any subsequent modifications thereof are part of your agreement. Finalization of the transaction constitutes agreement to the above fee schedule, including agreement to any subsequent changes upon proper written notice. In the event your transaction is not finalized, any related out-of-pocket expenses will be billed to you directly. Absent your written instructions to sweep or otherwise invest, all sums in your account will remain uninvested and no accrued interest or other compensation will be credited to the account. Payment of fees constitutes acceptance of the terms and conditions set forth.

IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT:

To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify and record information that identifies each person who opens an account.

For a non-individual person such as a business entity, a charity, a Trust or other legal entity we will ask for documentation to verify its formation and existence as a legal entity. We may also ask to see financial statements, licenses, identification and authorization documents from individuals claiming authority to represent the entity or other relevant documentation.

Exhibit 5

Each of the following person(s) is a **Lessee Representative** authorized to execute escrow documents and direct Escrow Agent as to all matters, including fund transfers, address changes and contact information changes, on Recipient's behalf (only one signature required):

| | | |
|---------------|-----------------------------|-----------------------|
| _____ Name | _____ Specimen signature | _____ Telephone No |
| _____ Name | _____ Specimen signature | _____ Telephone No |
| _____ Name | _____ Specimen signature | _____ Telephone No |

(Note: if only one person is identified above, please add the following language:)

The following persons (not listed above) are authorized for call-back confirmations:

| | |
|---------------|---------------------------|
| _____ Name | _____ Telephone Number |
| _____ Name | _____ Telephone Number |
| _____ Name | _____ Telephone Number |

Exhibit 6

Class Action Negative Consent Letter

July 30, 2025

City of Goshen
202 South 5th Street
Goshen, IN 46528

RE: USBGLF/City of Goshen - - Class Action Litigation Claims

Dear Bodie Stegelmann:

U.S. Bank National Association ("U.S. Bank") has established its policies and procedures relative to class action litigation claims filed on behalf of its clients' accounts. This policy may impact future claims filed by U.S. Bank on behalf of the above-referenced account. Listed below are the policies regarding class action litigation claims:

1. U.S. Bank will file class action litigation claims, at no charge, on behalf of open, eligible agency or custody accounts upon receipt of proper documented authorization. This notice, with your ability to opt out as further described below, constitutes such documented authorization.
2. U.S. Bank will not file claims for agency or custody accounts that were open during the class action period but were closed prior to receipt of any notice of the class action litigation.
3. Assuming requisite information is provided by the payor to identify the applicable account, settlement proceeds of the class action litigation will be posted within a reasonable time following receipt of such proceeds to the entitled accounts that are open at such time. If entitled accounts are closed prior to distribution and receipt of settlement proceeds, they will be remitted to entitled beneficiaries or successors of the account net of any research and filing fees. Proceeds, less any research and filing fees, will be escheated if the entitled beneficiaries or successors of the account cannot be identified /located.

If you wish U.S. Bank to continue to file class action litigation proofs of claim on behalf of your account, you do not need to take any further action. However, if you do not wish U.S. Bank to file class action proofs of claim on behalf of your account, you may notify us of this election by returning this letter with your signature and date provided below within 30 days or by filing a separate authorization letter with your Account Manager by the same date.

The authorization and understanding contained in this communication constitutes an amendment of any applicable provisions of the account document for the above-referenced account.

If you have any questions, please contact me at the below number.

Sincerely,
Mike McGuire
Vice President
303-585-4594

☐ No, U.S. Bank is not authorized to file class action litigation proofs of claim on behalf of the above-referenced account(s). By making this election, I acknowledge that U.S. Bank is not responsible for forwarding notices received on class action or litigation claims.

Authorized Signature

Date

INSURANCE AUTHORIZATION AND VERIFICATION

Date: July 30, 2025

Property Schedule No. 6

To: City of Goshen (the "Lessee")

From: U.S. Bancorp Government Leasing and Finance, Inc. (the
"Lessor")
1310 Madrid Street
Marshall, MN 56258

TO THE LESSEE: In connection with the above-referenced Property Schedule, Lessor requires proof in the form of this document, executed by both Lessee* and Lessee's agent, that Lessee's insurable interest in the financed property (the "Property") meets Lessor's requirements as follows, with coverage including, but not limited to, fire, extended coverage, vandalism, and theft:

Lessor, AND ITS SUCCESSORS AND ASSIGNS, shall be covered as both ADDITIONAL INSURED and LENDER'S LOSS PAYEE with regard to all equipment financed or leased by policy holder through or from Lessor. All such insurance shall contain a provision to the effect that such insurance shall not be canceled or modified without first giving written notice thereof to Lessor and Lessee at least thirty (30) days in advance of such cancellation or modification.

Lessee must carry GENERAL LIABILITY (and/or, for vehicles, Automobile Liability) in the amount of no less than \$1,000,000.00 (one million dollars).

Lessee must carry PROPERTY Insurance (or, for vehicles, Physical Damage Insurance) in an amount no less than the 'Insurable Value' \$336,477.00, with deductibles no more than \$25,000.00.

**Lessee: Please execute this form and return with your document package. Please fax this form to your insurance agency for endorsement. In lieu of agent endorsement, Lessee's agency may submit insurance certificates demonstrating compliance with all requirements.*

By signing, Lessee authorizes the Agent named below: 1) to complete and return this form as indicated; and 2) to endorse the policy and subsequent renewals to reflect the required coverage as outlined above.

| | | |
|---------------|--|--|
| Agency/Agent: | | |
| Address: | | |
| Phone/Fax: | | |
| Email: | | |

| | |
|-------------------------------|--------------|
| Lessee: City of Goshen | |
| By: | |
| Name: | Gina Leichty |
| Title: | Mayor |

TO THE AGENT: *In lieu of providing a certificate, please execute this form in the space below and promptly send a PDF scan to Lessor at: EFGLFDOCS@usbank.com - This fully endorsed form shall serve as proof that Lessee's insurance meets the above requirements.*

Agent hereby verifies that the above requirements have been met in regard to the Property listed below.

Print Name of Agency: **X** _____

By: **X** _____
(Agent's Signature)

Print Name: **X** _____

Date: **X** _____

Insurable Value: \$336,477.00

ATTACHED: PROPERTY DESCRIPTION FOR PROPERTY SCHEDULE NO. 6



**Department of Community Development
CITY OF GOSHEN**

204 East Jefferson Street, Suite 2 • Goshen, IN 46528-3405

Phone (574) 537-3824 • Fax (574) 533-8626 • TDD (574) 534-3185
communitydevelopment@goshencity.com • www.goshenindiana.org

MEMORANDUM

To: Board of Public Works & Safety

From: Becky Hutsell, Redevelopment Director

Date: July 24, 2025

RE: Request to Authorize Execution of a Brownfield Revolving Loan Fund Grant Agreement with AP Cycleworks, LLC for the 620 E. Douglas Street (Ariel Cycleworks Development Project)

Background

The City of Goshen and AP Development, LLC ("Developer") previously entered into an Economic Development Agreement (EDA) on April 27, 2022, for the Ariel Cycleworks Project, a multi-family housing development on City-owned property located at 620 East Douglas Street.

Environmental Considerations

- The property is subject to an Environmental Restrictive Covenant (ERC) that currently limits its use to recreational or industrial purposes only.
- Per the EDA, the City committed to covering all costs required to remove pollutants, hazardous materials, and debris necessary to enable residential development.
- The Developer hired IWM to conduct a site-specific environmental assessment and define a remediation scope of work.

Funding Request

- The City and Developer jointly submitted a funding request through the City's Brownfield Revolving Loan Fund (BRLF).
- The request is for a grant not to exceed \$685,825.00, intended to fund the soil remediation needed to proceed with residential construction on the site.

Program Review & Recommendation

- The BRLF Advisory Committee reviewed the Developer's application and has determined that the request meets all BRLF program requirements and is recommending approval of the grant to support the environmental cleanup.

Suggested Motion

To enter into an agreement with AP Cycleworks, LLC to utilize the City's Brownfield Revolving Loan Fund to award a grant to fund the soil remediation at 620 E. Douglas Street for the Ariel Cycleworks Project

**BROWNFIELD REVOLVING LOAN FUND GRANT AGREEMENT
WITH AP CYCLEWORKS, LLC**

This Agreement is made and entered into this _____ day of July, 2025, by and between the City of Goshen, a municipal corporation and political subdivision of the State of Indiana (“City”) and AP Cycleworks, LLC (“Developer”).

WHEREAS, the City and Developer previously entered into an Economic Development Agreement (EDA) dated April 27, 2022, concerning the Redevelopment-owned property located at 620 East Douglas Street, Goshen, Indiana, for the development of the Ariel Cycleworks Project; and

WHEREAS, the EDA acknowledged the existence of an Environmental Restrictive Covenant (ERC) on the subject property restricting the use to recreational or industrial use only, and both parties agreed to work collaboratively with the Indiana Department of Environmental Management (IDEM) to amend the ERC as necessary to permit residential use. The EDA further stipulated that the City would be responsible for all costs associated with the removal of pollutants, hazardous materials, and debris, as necessary to facilitate the development of the Project; and

WHEREAS, the Developer engaged IWM to evaluate the environmental conditions of the site based on the proposed site plan for the Project and to develop a scope of work for the additional environmental remediation required; and

WHEREAS, the City and Developer are requesting a grant in an amount not to exceed Six Hundred Eighty-Five Thousand Eight Hundred Twenty-Five Dollars (\$685,825.00) to fund the necessary soil remediation to allow for the construction of the multi-family housing project, and has applied for this funding through the City’s Brownfield Revolving Loan Fund (BRLF) program; and

WHEREAS the BRLF Advisory Committee has reviewed Developer’s application and determined that Developer’s request meets all BRLF program requirements, and it has recommended that a grant be awarded to pay for the soil remediation for the real estate at 620 East Douglas Street, Goshen, Indiana.

NOW, THEREFORE City and Developer agree as follows:

GRANT FUNDS

City agrees to grant to Developer an amount not to exceed the sum of Six Hundred Eighty-Five Thousand Eight Hundred Twenty-Five Dollars (\$685,825.00) from City’s Brownfield Revolving Loan Fund to pay for soil remediation at 620 E. Douglas Street, Goshen, Indiana (subject real estate) under the terms and conditions set forth in this Agreement.

EXPENDITURE OF GRANT FUNDS

Each of the following items need to be completed as conditions precedent before any grant funds may be expended:

1. Developer must establish and City must determine that the subject real estate meets the applicable definition of a brownfield site and otherwise determine that the subject real estate is qualified for funding consideration.
2. Developer must establish and City must determine that neither the City nor Developer is a potential responsible party under CERCLA for the subject real estate.
3. Developer must submit to City information regarding Developer's overall environmental compliance history including any penalties resulting from environmental non-compliance at the subject real estate.
4. Developer must be able to obtain and maintain status as either a bona fide prospective purchaser (BFPP) or an innocent landowner.

COMPLIANCE WITH ALL LAWS

Developer shall generally comply with, and carry out the environmental assessment and/or remediation activities in accordance with, all applicable state, local and federal laws, including, but not limited to, the following:

1. The Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 USC §9601 *et seq.*) ("CERCLA");
2. Uniform Administrative Requirements for Grants and Cooperative Agreements to States and Local Governments or for Nonprofits and Educational Institutions, 40 CFR Part 31 or Part 30;
3. The National Oil and Hazardous Substances Contingency Plan (NC), 40 CFR Part 300;
4. Executive Order 11246, Equal Employment Opportunity;
5. Implementing regulations at 41 CFR 60-4 relating to federally-assisted construction contracts;
6. The Davis-Bacon Act of 1931 (CERCLA § 104(g)(1), 40 USC § 276a to 276a-5 and 42 USC § 3222 as set forth in CERCLA § 104(g));
7. All applicable "cross-cutting requirements" described in this section, including those federal requirements agreed between the EPA and the Cooperative Agreement Recipient;
8. MBE/WBE requirements found at 40 CFR 31.36(e) or 40 CFR 30.44(b);
9. OSHA Worker Health & Safety Standard 29 CFR 1910.120;
10. The Uniform Relocation Act; Historic Preservation Act;
11. Endangered Species Act; and Permit required by Section 404 of the Clean Water Act;
12. Executive Order 11246, Equal Employment Opportunity;
13. Implementing regulations at 41 CFR 60-4 relating to federally assisted construction contracts;
14. Contract Work Hours and Safety Standards Act, as amended (40 USC 327-333);
15. The Anti-Kickback Act (40 USC 276c); and
16. Section 504 of the Rehabilitation Act of 1973 as implemented by Executive Orders 11914 and 11250.

NON-DISCRIMINATION AND EQUAL OPPORTUNITY

Developer agrees to comply with all statutes, regulations, or other laws prohibiting discrimination on the grounds of race, color, national origin, religion, sex, age, and disability, including but not limited to: the Equal Credit Opportunity Act; the Americans with Disabilities Act; Title VII of the Civil Rights Act of 1964; the Civil Rights Act of 1866; the Pregnancy Discrimination Act; the

Equal Pay Act; the Fair Labor Standards Act; the Family and Medical Leave Act; the Indiana Civil Rights Act; Vietnam Veterans Reemployment Act; the Occupational Safety and Health Act; the Employee Polygraph and Protection Act. In addition, Developer shall undertake good faith efforts to comply with 40 CFR §35.6580 to give opportunities to qualified Small Business Enterprises, Minority Business Enterprises and Women Owned Business Enterprises to the extent applicable, and to submit proposals and bids to provide services on contracts and subcontracts for services and supplies. Developer shall submit a report of such efforts at the request of the City.

DEBARMENT AND SUSPENSION

Developer certifies that Developer and, to its knowledge, any of its Contractors(s):

1. Are not presently or proposed to be debarred or suspended, declared ineligible, or voluntarily excluded from federal, state or local (hereinafter “public”) transactions; and
2. Have not, within a three (3) year period preceding this Agreement, been convicted of or had a civil judgment rendered against them for (i) fraud or commission of a criminal offense in connection with obtaining, attempting to obtain or performing a public transaction or a contract under a public transaction, (ii) violation of federal or state antitrust laws, or (iii) embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; and
3. Are not presently indicted for or otherwise criminally or civilly charged by a public entity with commission of any of the offenses enumerated under section 2 above; and
4. Have not, within the preceding three (3) years, had a public transaction terminated for cause or default.

Developer agrees to include such certification in any contract executed between Developer and any Contractor and to require such certification between any Contractor and its subcontractor.

ENVIRONMENTAL COMPLIANCE

Developer certifies that it is not now, and has not in the past, been subject to any penalties resulting from environmental non-compliance at the subject real estate. Developer certifies that it will conduct all remediation activities in accordance with the City’s BRLF Program Policy & Procedures Manual and the City’s Cooperative Agreement with the USEPA, copies of which Developer hereby acknowledges it has reviewed.

RECORD RETENTION

Developer agrees to maintain financial and programmatic records pertaining to all matters relative to this grant in accordance with generally accepted accounting principles and procedures. All such records and supporting documents shall be made available, upon request, for inspection or audit by City or its representatives. Developer shall retain all records and supporting documentation applicable to this grant for a period of three (3) years, except records that are subject to audit findings, which shall be retained for three (3) years after such audit findings have been resolved. Developer shall obtain approval from the City prior to destroying such documents.

INDEMNIFICATION

Developer shall indemnify and hold the City harmless for any claims and causes of action, including but not limited to negligence of any employee, agent, or contractor of Developer, including attorney fees incurred by the City, which may arise out of work funded with funds granted under this Agreement.

MISCELLANEOUS

1. Amendment. This Agreement may be amended only by the execution of a written agreement amendment by the parties.
2. No Other Agreement. Except as otherwise expressly provided, this Agreement supersedes all prior agreements, negotiations, and discussions relative to the subject matter and is a full integration of the agreement of the parties.
3. Severability. If any provision, covenant, agreement or portion of this Agreement or its application to any person, entity or property is held invalid, such invalidity shall not affect the application or validity of any other provisions, covenants, agreements or portions of this Agreement, and to that end, any provisions, covenants, agreements or portions of this Agreement are declared to be severable.
4. Supplemental Documents. The City and Developer agree to execute any and all supplementary documents and to take any and all supplementary steps as are reasonable and appropriate to accomplish the purposes and provisions of this Agreement.
5. Indiana Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Indiana.
6. Notice. Any notices required or permitted under this Agreement shall be given to the parties at their respective mailing addresses provided below by deposit in the United States mail, with proper postage, and which notices shall be effective three (3) days after date of mailing.

City: Richard Aguirre, Goshen Clerk-Treasurer
City Hall
202 S. 5th Street
Goshen, IN 46528-3714

AP Cycleworks, LLC: Jon Anderson
214 E. Main Street
Brownsburg, IN 46112

The parties may change their respective mailing addresses by providing written notice of the new address in accordance with the terms and provisions of this paragraph.

7. Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors and assigns; provided, however, that this Agreement may not be assigned without the express written consent of the non-assigning party.

8. Counterparts. This Agreement may be executed in multiple counterparts and with multiple but separate signature pages with the multiple counterparts and multiple and separate signature pages constituting one signed and unified agreement when combined.
9. No Third-Party Beneficiary. This Agreement shall not be construed to create in any person or entity not a party hereto, or specifically named herein, any right, claim, benefit or defense with respect to the parties, or in any party claiming by through or under either of them, with respect to any loss, cost, damage, claim or cause of action arising under or pursuant to the terms of this Agreement.
10. Authority. Each individual executing this Agreement on behalf of a party to this Agreement warrants that he or she is authorized to do so and that this Agreement will constitute the binding obligation of the party on whose behalf the individual executes this Agreement.

IN WITNESS WHEREOF, the parties have duly executed this Agreement pursuant to all requisite authorizations on this ____ of July, 2025.

City of Goshen
Board of Public Works and Safety

AP Cycleworks, LLC

Gina M. Leichty, Mayor

Jon Anderson, Manager

Member

Member

Member

Member

January 20, 2025

Mr. Matthew C. Stokes
Envirotech Consulting Services, Inc.
913 West 1st Street
Madison, Indiana 47250

**RE: Proposal for Additional Soil Characterization & Environmental Technical Assistance
Commercial Property
620 E Douglas Street, Goshen, Indiana**

Dear Mr. Stokes:

In accordance with your request, IWM Consulting Group, LLC (IWM Consulting) has prepared this proposal and cost estimate to perform additional soil characterization and provide environmental technical assistance for the implementation of a Soil Management Plan (SMP) at a commercial property located at 620 E Douglas Street in Goshen, Indiana (Site). Details of the work to be performed are presented in the following sections.

BACKGROUND

According to various documents provided by Envirotech and reviewed on the Indiana Department of Environmental Management (IDEM) Virtual File Cabinet (VFC), the Site was owned and operated by the Aerial Cycle Manufacturing Company from 1896 to 1905, and was then owned and operated through 2001 by Western Rubber, Inc. (WRI). WRI's site operations included manufacturing of rubber and latex products for various industries, including automotive and consumer products. Operations included use and storage of various oil- and solvent-based chemicals.

The Site was vacant from 2001 to 2008 when the City of Goshen acquired the property. A grid of 100-foot by 100-foot squares was overlaid on the Site and subsurface investigations were conducted in 2006 and 2011. These investigations identified lead and arsenic concentrations above applicable IDEM screening levels in a number of locations, with soils in grids CS1, CS2, CS5, CS6, CS7, CS8, CS9, CS10, CS12, CS15 and CS17 all having the potential to be considered listed hazardous wastes or characteristically hazardous wastes if removed during redevelopment. Elevated individual PAH concentrations were also present in one grid in the former UST area (CS1), and one sample near that area (CS7) contained an elevated chromium concentration. Low levels of a single volatile organic compound (VOC), tetrachloroethene (PCE), was detected in samples from three grids (CS 8, CS9, and CS17).

The Site building and other structures were demolished in 2009-2011 and remedial activities, including excavation removal of several underground storage tanks (USTs), removal and disposal

of subgrade utility conduits containing liquid wastes, removal and disposal of liquid and solid wastes from on-Site concrete pits/vaults, and excavation/disposal of the top two feet of soil at selected locations on the Site, with placement of clean fill in these locations. Additionally, four inches of clean topsoil was placed over the entire Site and seeded with grass.

An Environmental Restrictive Covenant (ERC) was initially recorded on the Site that contained various restrictions including a prohibition against residential use. Subsequent Site work performed in 2023 allowed the ERC to be modified to permit residential use as long as the provisions in an IDEM-approved November 2022 SMP were followed during construction and future occupancy. The SMP identifies the 11 grids listed above where additional soil characterization is necessary in order to fully characterize potential soil impacts and determine proper handling and disposal of soils during construction.

It is IWM Consulting's understanding that a client of Envirotech intends to redevelop the Site as multi-family apartment housing. The scope of work for this proposal was developed to provide additional characterization data to aid in determining soil handling, management, and (if necessary) disposal during Site redevelopment. The scope of work includes preparation of a Contained-In Approval Request, which will likely be necessary to reduce or eliminate the amount of soils considered to be hazardous, and environmental technical assistance to the construction contractor during the earthwork portion of construction.

SCOPE OF WORK

Task 1 – File Review/Sampling Plan/Pre-Construction Meeting

The initial task in this proposal includes a detailed file review of documents available on the VFC to develop a sampling plan to adequately characterize the soils at the Site prior to initiation of earthwork associated with the new development. This task also includes a meeting between IWM Consulting, the developer, and the construction contractor to discuss the SMP and the results of additional soil characterization data collected as part of Task 2, below.

Task 2 – Additional Soil Characterization, Reporting & Contained-In Approval Request

Initially, a public utility locate will be called in to the Indiana 811 utility locating service. In addition, prior to performing any drilling, IWM Consulting will retain Mason Private Locating (Mason) of Pittsboro, Indiana to perform a geophysical survey to evaluate all of the areas of the Site. The geophysical survey will also clear all of the proposed boring locations and confirm the locations of any subsurface utilities or other anomalies in the boring areas and adjacent rights-of-way (ROWS).

Soil Characterization Sampling

The final boring plan for soil characterization sampling in grids CS1, 2, 5, 6, 7, 8, 9, 10, 12, 15, and 17 will be determined following the completion of Task 1; however, for cost estimation purposes, it is assumed that four additional borings will be complete in each of the 11 grids for a

total of 44 borings at the Site. If more than 44 borings are needed, it will be considered a change-of-scope to this proposal, while if fewer than 44 borings are needed, cost savings will be realized.

The borings will be advanced to a depth of approximately 5 feet below grade in each location, which is the assumed maximum construction depth for foundations and utility corridors. If deeper borings are required in some areas, based on document reviews and the results of the meeting in Task 1, they would be completed as a change-of-scope to this proposal.

Borings will be installed with a Geoprobe and soil sampling will be performed continuously, with each two-foot sample increment field-screened for total VOCs using a photoionization detector (PID). Two soil sample per boring (one from 0-2 feet below grade and another from 2-5 feet below grade) will be retained for analysis for the following parameters, which were based on a review of the SMP:

- Total lead (SW-846 Method 6010) – 88 samples
- Total arsenic (SW-846 Method 6010) – 5 samples
- Total chromium (SW-846 Method 6010) – 1 sample
- PCE (SW-846 Method 8260) – 12 samples
- PAHs (SW-846 Method 8270) – 4 samples

In addition, one composite sample from each of the 11 grids will also be analyzed for TCLP lead, while one additional composite sample from grid CP1 will be analyzed for TCLP VOCs.

The soil and groundwater samples will be submitted to Pace Analytical Services, Inc. in Indianapolis, Indiana, following appropriate chain-of-custody procedures. Five duplicate samples (1 per 20 soil samples) will be submitted for lead analysis, with 1 sample also analyzed for the other parameters for quality assurance/quality control (QA/QC) procedures, along with a trip blank analyzed for VOCs only. Samples intended for VOC analyses will be collected using the methanol preservation method (5035). Sample results will be available on a standard 5-7 working day turnaround basis, and the laboratory report will include a Level II data package.

Summary Report

Following receipt of the final report from the laboratory, a summary report will be prepared that will provide details and results of the work described above. The report will include tabulated and/or graphical summaries of the analytical results with comparisons to applicable Indiana Department of Environmental Management (IDEM) Risk-Based Closure Guide (R2) Published Levels, as well as copies of the field sampling logs and laboratory report. Recommendations for additional work, as necessary, will be provided under separate cover.

Contained-In Approval Request

In order to avoid having to dispose of soils as hazardous (to the extent feasible), this task also includes preparation of a Contained-In Approval Request to the IDEM. According to the IDEM “Contained-in Policy Guidance for RCRA” (October 17, 2002, renewed/revised April 10, 2015), environmental media (e.g., soil and/or groundwater) that has become contaminated with “listed”

hazardous waste may be determined to no longer contain hazardous waste provided contaminant concentrations do not exceed health-based screening levels. As discussed in the policy guidance, contamination levels specified in Table 1 of the Risk-Based Closure Guide (R2) developed by IDEM represent appropriate health-based levels for determining if soil or groundwater contains “listed” hazardous waste. If contaminant concentrations do not exceed RCG direct contact health-based screening levels, media (e.g., excavated soil) may be managed in a permitted disposal facility such as a subtitle D municipal solid waste landfill. This provides significant economic benefit over management of media at a subtitle C hazardous waste facility or an incineration facility. A written contained-in determination is needed from IDEM before environmental media contaminated with “listed” hazardous waste below health-based levels are managed at non-hazardous solid waste facilities.

Task 3 – Environmental Technical Assistance – SMP Implementation

This task includes environmental technical assistance to the developer and construction contractor concerning implementation of the SMP during the earthwork phase of the proposed construction. The work scope includes up to 8 site visits/meetings (total of 40 hours) during the initial construction phase to assist the contractor in adhering to the requirements of the SMP with regard to soil handling, stockpiling, transportation, and off-Site disposal (as necessary). Assistance will also be provided, as needed, during the final stages of the project with respect to Site restoration/final grading.

Should additional time be required beyond 40 hours, or if other soil impacts are identified during initial earthwork that are not already known from the previous sampling and the sampling proposed in Task 2, IWM Consulting can assist the developer and/or contractor with the additional work as a change-of-scope to this proposal.

Task 4 – Project Management/Meetings

This task includes project management costs related to Tasks 1-3, as well as future meetings, negotiations, conference calls, etc. with Envirotech, the developer, the construction contractor, IDEM, etc.

COST ESTIMATE

The estimated cost to complete the scope of work detailed in this proposal is **\$27,850** as detailed in Table 1. All costs will be invoiced on a time-and-materials basis. Other terms and conditions will be in accordance with the attached IWM Consulting Terms and Conditions, which are an integral part of this proposal.

Table 1 – Estimated Project Cost

| Task | Item | Cost |
|-------------|--|------------------|
| 1 | File Review/Sampling Plan/Pre-Construction Meeting | |
| | <i>IWM Consulting Labor</i> | \$ 2,160 |
| | <i>IWM Consulting Expenses</i> | \$ 140 |
| | <i>Subtotal</i> | \$ 2,300 |
| 2 | Add'l Soil Characterization/Report/Contained-In Approval Request | |
| | <i>IWM Consulting Labor</i> | \$ 6,090 |
| | <i>IWM Consulting Expenses</i> | \$ 626 |
| | <i>Laboratory</i> | \$ 4,935 |
| | <i>Subcontractors</i> | \$3,500 |
| | <i>Subtotal</i> | \$ 15,150 |
| 3 | Environmental Technical Assistance (SMP Implementation) | |
| | <i>IWM Consulting Labor</i> | \$ 7,320 |
| | <i>IWM Consulting Expenses</i> | \$ 280 |
| | <i>Subtotal</i> | \$ 7,600 |
| 3 | Project Management/Meetings | |
| | <i>IWM Consulting Labor</i> | \$ 2,640 |
| | <i>IWM Consulting Expenses</i> | \$ 160 |
| | <i>Subtotal</i> | \$2,800 |
| | | |
| | <i>ESTIMATED TOTAL PROJECT COST</i> | \$27,850 |

SCHEDULE

IWM will conduct the work described in Task 1 promptly upon receipt of the signed authorization to proceed. Soil characterization sampling will be scheduled as soon as possible following completion of the Task 1 work, and the summary report and Contained-In Approval Request will be submitted within 10 working days of receipt of the final report from the laboratory.

Environmental technical assistance described in Task 3 will be provided upon request on an as-needed basis once construction is initiated.

AUTHORIZATION TO PROCEED

IWM Consulting will initiate project activities upon receipt of the attached Proposal Acceptance Agreement and finalization of the financial arrangements detailed in the Cost Estimate section of this proposal. The executed Proposal Acceptance Agreement can be returned to bgentry@iwmconsult.com.

We appreciate the opportunity to assist you with this project. If you have questions or would like to discuss this proposal, please contact Steve Sittler at ssittler@iwmconsult.com or at (574) 876-9835, or Greg Scarpone at gscarpone@iwmconsult.com or (317) 347-1111.

Sincerely,

IWM CONSULTING GROUP, LLC



Steven P. Sittler, LPG
Senior Project Manager



Greg Scarpone
Vice President - Operations

Attachments

IWM CONSULTING GROUP LLC

PROPOSAL ACCEPTANCE AGREEMENT

Project Name: Commercial Property (Former Western Rubber Site) _____

Project Location: 620 E Douglas Street, Goshen, Indiana _____

Description of Services: Addt'l Soil Characterization & Env. Technical Assistance _____

APPROVAL & PAYMENT OF CHARGES - Invoices will be charged and mailed to the account of:

Client: Envirotech Consulting Services, Inc. _____

Address: 913 West 1st Street _____

City, State, Zip: Madison, Indiana 47250 _____

Telephone: (812) 599-7555 _____

Contact: Matthew Stokes _____

Email: mstokes@envirotech.ws _____

COST INFORMATION: Time and Materials: \$27,850.00

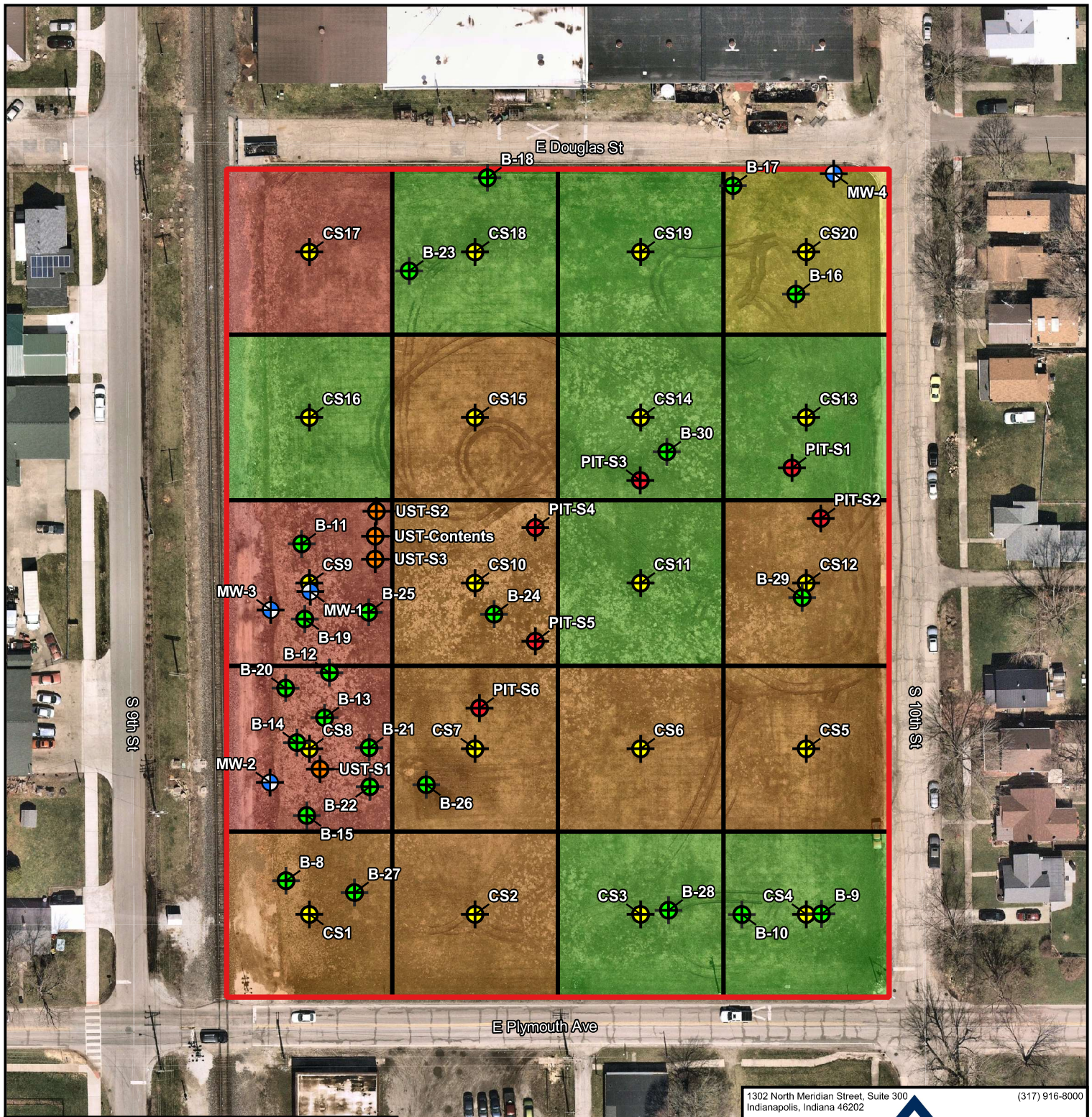
PAYMENT TERMS: Payable upon Receipt.

NOTICE: This AGREEMENT together with IWM Consulting's proposal and the attached Terms & Conditions constitute the entire agreement between the Client and IWM Consulting and supersedes all prior written or oral understandings:

PROPOSAL ACCEPTED BY: _____

PRINTED NAME: _____

TITLE: _____ DATE: _____



Legend

Site Boundary

Proposed 100' by 100' Grid Pattern

Potentially Listed Hazardous and/or Characteristically Hazardous. More information and data needed to characterize.

Potentially Characteristically Hazardous. More information and data needed to characterize.

Non-Hazardous

Uncontaminated

Envirocorp Samples (2006):

Soil Boring

SME Remediation Completion Report Samples:

Confirmation Sample

Monitoring Well

Pit Soil Sample

UST Soil Sample

1302 North Meridian Street, Suite 300
Indianapolis, Indiana 46202

(317) 916-8000

August Mack
ENVIRONMENTAL

Former Western Rubber, Inc.

620 East Douglas Street
Goshen, Indiana 46562

Affected Areas

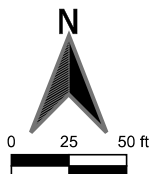
PROJECT NO.: JW3293.750

DATE:
11/02/2022

SCALE:
1:1,000

DRAWN BY: ES

FIGURE: 2



Neatmap Aerial Imagery: April 10, 2022

ADDENDUM C-ESA

Standard Terms and Conditions for Environmental Site Assessments IWM Consulting Group

1. (a) All work performed by IWM Consulting Group, LLC (IWM), hereinafter called IWM, for Client is subject to the terms and limitations of this Addendum, except that this Addendum incorporates, and may be modified by, the provisions of the work scope and/or proposal prepared by IWM. In the event of any conflict, the terms of the work scope and/or proposal shall govern.

(b) IWM offers different levels of service to suit the needs and desires of different clients. Client must determine the level of service adequate for its purpose and warrants that it has reviewed the work scope and has determined that Client does not need or want a level of service greater than that being provided.

(c) Unless expressly described in IWM's work scope or proposal to Client, IWM will not perform the following services or work and assumes no duty to Client to perform such services:

(1) An analysis or determination as to whether Client is in compliance with federal, state, or local laws, statutes, ordinances, or regulations;

(2) Direct or indirect storage, arranging for or actually transporting, disposing, treating or monitoring hazardous substances, materials, wastes, or oils; and

(3) Testing or inspection for the presence of asbestos, polychlorinated biphenyls (PCBs), lead-based paint, radon gas, or any airborne pollutants.

2. IWM's services under this Addendum are performed on either a lump-sum or time-and expenses basis for all time and expenses rendered to the project, as described in IWM's proposal. Client and IWM agree that time and expenses for any additional work items outside the scope of work in IWM's proposal, including meetings subsequent to the issuance of IWM's report, shall be charged at the rates in the attached Standard Hourly Fee Schedule, Schedule of Equipment-Use Fees and Charges for Stock Supplies, and the Schedule of Internal and External Expenses.

3. For those services or expenses described in the proposal, Client authorizes IWM to execute purchases and contracts for subconsultants; rent or purchase special equipment; purchase expendable supplies; perform test borings, sampling, aerial mapping, and other investigative or exploratory work, and so forth. Any additional authorized purchases or services not included in the original lump-sum cost shall be charged to Client at their direct cost plus 15%.

4. Unless stated otherwise, IWM's work scope and/or proposal and associated cost contained therein are firm for 90 calendar days.

5. IWM's invoices are payable upon receipt. Client shall give IWM written notice of any invoiced amounts disputed by Client within ten (10) calendar days after Client's receipt of the invoice, such notice to include the amount(s) disputed and the basis for the dispute. Client shall pay all undisputed amounts according to the terms stated below. Invoices outstanding for more than forty-five (45) days after the invoice date shall incur a late-payment charge at the rate of 1.5% per month (18% per annum) from the invoice date. If Client fails to pay any invoice within forty-five (45) calendar days of the invoice date, IWM shall have the right, upon three (3) days' written notice

to Client, to stop work and recover from Client payment for all work executed and any additional costs incurred by IWM in collecting past-due amounts from Client. In addition, Client agrees to waive its right of reliance on the findings and opinions expressed in the IWM assessment report if IWM does not receive payment within the period prescribed above.

6. IWM strives to perform its services in a manner consistent with that level of care and skill ordinarily exercised by other professional consultants practicing in the same locality and under similar conditions at the time IWM's services are performed. No warranty, expressed or implied, is included or intended in this Addendum or any other document generated in the course of IWM's services.

7. The total cumulative liability of IWM, its employees, directors, officers, agents, and subcontractors, to Client arising from services performed or to be performed by IWM, including any legal fees or costs awarded under this Addendum, shall not exceed 100% of the gross compensation received by IWM for the specific work item at issue or the limits of IWM's insurance, whichever is greater, regardless of the legal theory under which such liability is imposed.

8. IWM and Client agree to waive any claim against each other for any special, incidental, or consequential damages incurred by either due to the fault of the other, regardless of the nature of the fault, or whether it was committed by Client or IWM, their employees, agents, or subcontractors. Special, incidental, and consequential damages include, but are not limited to, delays, shutdowns or disruptions, loss of product or inventory, non-operation, cost of capital, loss of use, and loss of profits or revenue.

9. (a) Client recognizes that conditions at sites where observations are made and samples and data are gathered are inherently random, variable in space and time, and indeterminate in nature and that conditions may differ from those encountered at the time and locations where borings, surveys, inspections, or explorations are made. Therefore, IWM's data, interpretations, opinions, and recommendations are based solely on the information available to IWM at that time and obtainable with the methods employed. Information obtained from IWM's inspections, analysis, and testing of the site and materials is considered evidence with respect to the potential detection, identification, quantification, and distribution of contaminants, but any inference or conclusion based thereon is necessarily an opinion based on IWM's professional judgment and shall not be construed as a representation of fact. Client acknowledges that inspecting, sampling, and testing reduce, but do not eliminate, the risk that contaminants may escape detection. A site at which contaminants are not found or do not exist at the time of IWM's inspection or work may later, due to intervening causes such as natural ground-water flow or human activities, become contaminated. Because these risks are beyond IWM's control, Client agrees to assume these risks.

(b) Client shall provide to IWM all information in Client's possession, custody, or control concerning the project site which could affect IWM's performance of the work, and IWM may rely on information provided by Client and others in performing services

under this Addendum. However, IWM's services to Client do not include an independent analysis or verification of work conducted and information provided by independent laboratories, contractors, or consultants retained by either IWM or Client, and IWM shall not be responsible or liable for the reliability of such information nor bound by interpretations by others of information developed by IWM.

10. (a) IWM shall be responsible solely for the on-site activities and safety of its own employees, and this responsibility shall not be construed by any party to relieve the site owner, Client, or Client's contractors and/or subcontractors from their customary and contractual responsibilities and obligations to maintain a safe project site.

(b) Client agrees to assume the responsibility of reporting to any federal, state, or local public agencies any conditions at the site that may present a potential danger to public health, safety, or the environment and, to the extent required by law, to promptly report regulated conditions, including without limitation, the discovery of releases of hazardous substances at the site, to the appropriate public authorities in accordance with applicable law. Client further agrees to indemnify IWM for any claims resulting from or related to Client's failure to properly report such conditions or releases to the appropriate agencies.

(c) The requirements of all parts of this article shall apply continuously and shall not be limited to normal working hours.

11. (a) Professional fees paid to IWM by Client are in exchange only for IWM's services. Therefore, all reports, recommendations, drawings, specifications, boring logs, field data and notes, laboratory test data, calculations, estimates, and other documents prepared by IWM are instruments of service, not products, and as such remain the property of IWM. Documents provided by Client shall remain Client's property.

(b) Client acknowledges that the passage of time may result in significant changes in technology, regulations, and economic or site conditions that could render IWM's instruments of service inaccurate or out of date; therefore, IWM's instruments of service are limited in scope to the specific project, property, and dates of IWM's services.

(c) The services, data, and opinions of IWM performed for and expressed in its instruments of service are for the sole and exclusive use of Client, who may rely on IWM's information, findings, and opinions for a period not exceeding 180 days from the date of issuance of IWM's report, subject to the limitations expressed therein. Reliance by any third party on the information, findings, and opinions in the report at any time is not contemplated. The use or re-use of the report and its contents by any third party is at their sole risk unless IWM has specifically granted rights of reliance to the third party. If IWM is requested by Client to review or update its instruments of service after 180 days from the date of their final issuance, IWM shall be entitled to additional compensation in accordance with its reliance policy in effect at that time.

(d) Client agrees to waive any claim against IWM and to defend, indemnify and hold IWM harmless from any claim or liability for injury or loss allegedly arising from the unauthorized use of IWM's information, opinions, or instruments of service or their use in a manner which is incorrect, inappropriate, not intended by IWM, not foreseen at the time IWM's services were rendered, or allegedly arising from considering IWM's instruments of service as products. Such indemnification shall extend to any claim or liability

for injury or loss arising from failure to follow IWM's recommendations. Client further agrees to compensate IWM for any time spent or expenses incurred by IWM in defense of any such claim, in accordance with IWM's prevailing fee and expense schedules and policies.

12. IWM carries insurance for public liability, property damage, automobile liability, professional liability, and statutory worker's compensation. Certificates of coverage will be forwarded to Client upon request. Within the limits of said insurance, IWM agrees to save Client harmless from any loss, damage, injury, or liability arising directly from negligent acts and negligent omissions by IWM, IWM's employees, agents, subcontractors, and their employees or agents arising in connection with the performance of the work described in the proposal and/or work scope. If Client's contract or purchase order places greater responsibilities on IWM or requires further insurance coverage, IWM will purchase additional insurance (if reasonably procurable) at Client's expense, but IWM shall not be responsible for property damage from any cause, including but not limited to fire and explosion, beyond the amounts and coverage of IWM's insurance. Client agrees to name IWM, as an additional insured in any hold-harmless agreements between Client and any contractor who may perform work in connection with any study, report, interpretations, or design prepared by IWM.

13. Unless otherwise agreed, Client shall furnish reasonable and safe access to all areas of the site and/or its facilities and structures necessary for IWM and its subcontractors to perform the work specified in the proposal and/or work scope. IWM assumes no responsibility for assessing structures and site areas that are inaccessible, locked, or unsafe to enter.

14. For the purposes of safety and assessment, Client agrees to promptly advise IWM of any hazardous substances or condition known or suspected by Client, or known by Client to be alleged or rumored by others, to exist in, on, or near the project site and which may present a risk to human health or the environment. If Client fails to so advise IWM or, notwithstanding such advice, unanticipated occurrences of hazardous substances and/or conditions are discovered during the course of the work, and such discovery results in or, in IWM's judgment, may result in injury or a health risk, Client agrees to assume full responsibility and liability and shall hold IWM harmless from any and all claims, demands, suits or liabilities for personal injury, disease, or medical expenses, including but not limited to continued health monitoring and/or death, property damage, and economic loss, including consequential damages, resulting directly or in-directly from IWM's discovery of unanticipated hazardous substances and/or hazardous conditions.

15. Client agrees to defend, hold harmless, and indemnify IWM, its officers, representatives, and employees from and against any and all suits, claims, actions, losses and liabilities resulting from:

(a) Client's violation of any federal, state or local statute, regulation, or ordinance, including without limitation the Resource Conservation and Recovery Act, the Clean Air Act, and the Comprehensive Environmental Response, Compensation and Liability Act, and any amendments to these regulations, ordinances, and acts in effect at the time the work is performed;

(b) Client's direct or indirect undertaking of or arrangement for the treatment, storage, disposal or transportation of any wastes or residual materials found, identified, or generated at the project site during the prosecution of field activities by IWM on Client's

behalf;

(c) Changed conditions or waste materials introduced to the project site by Client, Client's employees or contractors, third persons, or natural processes after the completion of IWM's on-site work.

16. IWM will not intentionally divulge information regarding its services for Client other than to parties designated by Client in writing. Information that is in the public domain at the time the work is performed or is provided to IWM by third parties is excepted from this condition.

17. (a) All claims, disputes and other matters in controversy between IWM and Client shall be subject to non-binding mediation before and as a condition precedent to other remedies provided by law. Either party may demand mediation by serving a written notice stating the essential nature of the dispute, the amount of time or money at issue, and requiring that the matter be mediated within forty-five (45) days of the service of notice. The mediation shall be administered by the American Arbitration Association in accordance with their most recent applicable mediation rules, or by such other person or organization as the parties may agree upon. No other action or suit may be commenced unless the mediation did not occur within forty-five (45) days after the service of notice, the mediation occurred but did not resolve the dispute, or a statute of limitation would elapse if suit was not filed prior to forty-five (45) days after service of notice.

(b) If a dispute at law arises related to the services provided under this Addendum, then Client agrees (a) to personal jurisdiction in the State of Indiana; (b) the claim will be brought and tried in the state or federal courts located in Allen County, Indiana, and Client waives the right to remove the action to any other county or jurisdiction.

(c) The prevailing party, in addition to any other remedy or compensation, shall be awarded reasonable costs incurred in litigating the claim, including staff time, court costs, attorney and expert witness fees, and other claim-related expenses.

Attachments: Standard Hourly Fee Schedule
 Schedule of Equipment-Use Fees
 Charges for Resale Supplies
 Schedule of Internal and External
 Expenses

18. In the event that IWM's field or technical services are interrupted by causes beyond its control, IWM will request compensation for the labor, equipment, and other costs IWM incurs to maintain its work force and capability for Client's benefit during the interruption. For purposes of this Addendum, such causes include, but are not limited to, unusual weather conditions or other natural catastrophes; epidemics; war; riots; labor strikes; lockouts or other industrial disturbances; protest demonstrations; unanticipated site conditions; acts of governmental authorities; inability, despite reasonable diligence, to supply personnel, equipment, or material to the project; or any other cause beyond the reasonable control or contemplation of IWM.

19. Neither Client nor IWM shall delegate, assign, sublet, or transfer any duties, claims, or interest under this Addendum, any accompanying work scope and/or proposal, or any breach of these terms and conditions, without the express written consent of the other. The terms and conditions in this Addendum shall be binding upon IWM and Client, their heirs, executors, administrators, successors, and assigns.

20. This Addendum and the related work scope and/or proposal is the final and entire agreement between IWM and Client and supersedes any prior written or oral agreements. This Addendum and accompanying work scope or proposal shall not be changed, modified, or amended except in writing and signed by Client (or Client's duly authorized representative) and IWM.

21. Any part of this Addendum later held to violate a law, regulation, or policy shall be deemed void, and all remaining provisions shall continue in force. However, Client and IWM shall in good faith attempt to replace any invalid or unenforceable provision with one that is valid and enforceable and which comes as close as possible to expressing the intent of the original voided provision. All terms and conditions of this Addendum allocating liability and responsibility between Client and IWM shall survive completion of IWM's services.

2025 STANDARD HOURLY FEE SCHEDULE

The use of "Scientist" in the category titles below also applies to engineers, geologists, environmental specialists, and other professional staff members in the same category.

| <u>CATEGORY</u> | <u>INVOICE RATE</u> |
|----------------------------------|---------------------|
| Principal Scientist | \$160 |
| Senior Project Manager/Scientist | \$130 |
| Professional Engineer | \$105 |
| Project Manager/Scientist | \$105 |
| Staff Engineer/Scientist | \$85 |
| Field Technician/Scientist | \$75 |
| Drafting/CAD | \$65 |
| Clerical | \$50 |

2025 SCHEDULE OF EQUIPMENT-USE FEES AND CHARGES FOR STOCK SUPPLIES

EQUIPMENT RENTAL ITEMS:

| <u>Item</u> | <u>Invoice Rate (\$)</u> | <u>Unit</u> |
|---|--------------------------|-------------|
| Air compressor | 45.00 | day |
| Bladder pump & controller | 125.00 | day |
| Company vehicle (per day) | 90.00 | day |
| Company vehicle (per mile) | 0.655 | mile |
| Flame ionization detector | 125.00 | day |
| Generator | 65.00 | day |
| Hand auger | 25.00 | day |
| Metal detector | 25.00 | day |
| O ₂ /CO ₂ meter | 125.00 | day |
| Oil/water interface probe | 90.00 | day |
| Peristaltic pump | 45.00 | day |
| Photo ionization detector | 95.00 | day |
| Power auger | 60.00 | day |
| Pressure washer | 85.00 | day |
| Product recovery pump | 75.00 | week |
| Product recovery pump controller | 200.00 | week |
| Surveying equipment | 75.00 | day |
| Total fluids pump | 35.00 | day |
| Turbidity meter | 65.00 | day |
| Vacuum and flow meters | 30.00 | day |
| Vapor Pin Installation Tools | 150.00 | day |
| Water-level indicator | 30.00 | day |
| Water-quality equipment (pH, SpC, redox, DO meters, etc.) | 50.00 | day |
| Water-quality multi-probe | 100.00 | day |

STOCK SUPPLY ITEMS:

| <u>Item</u> | <u>Invoice Rate</u> | <u>Unit</u> |
|-----------------------------------|---------------------|-------------|
| Bailers, polyethylene | 12.50 | ea. |
| Bailers, pressurized polyethylene | 15.00 | ea. |
| Bladder Pump Expendables | 40.00 | ea. |
| Decon supplies | 30.00 | day |
| Disposable gloves | 0.55 | pair |
| Groundwater filters | 22.00 | ea. |
| Paper towels | 2.50 | roll |
| Plastic bags | 10.00 | box |
| Poly tubing | 0.37 | per ft. |
| Silicone tubing | 5.00 | per ft. |
| Teflon tubing | 1.21 | per ft. |
| Tedlar air-sampling bags | 16.00 | ea. |
| Vapor Pin | 150.00 | ea. |
| Well locks (keyed alike) | 15.50 | ea. |

**2025 SCHEDULE OF INTERNAL
AND EXTERNAL EXPENSES**

| <u>Category</u> | <u>Invoice Rate</u> | <u>Unit</u> |
|---|----------------------|-------------|
| External Expenses (e.g., travel, lodging, subcontracted services, outside rental equipment, materials purchased for projects, etc.) | cost + 10% | --- |
| Mileage (personal vehicle) | Federal Mileage Rate | mile |
| Per Diem ¹ | \$31.00 | day |
| Postage/Shipping | cost + 10% | --- |

¹Includes meals and incidental personal expenses incurred with overnight stays associated with a project.



July 21, 2025

Mr. Jonathan Anderson
AP Cycleworks LLC
763 South Ninevah Road
Franklin, IN 46131

Re: **Proposal for Ongoing Waste Characterization & Management**
Former Western Rubber Property
620 East Douglas Street
Goshen, Elkhart County, Indiana 46526
Brownfield Site No. 4050043

Dear Mr. Anderson:

IWM Consulting Group, LLC (IWM Consulting) has prepared this proposal and cost estimate to perform ongoing soil characterization sampling, analysis, and waste disposal management at the former Western Rubber commercial property located at 620 E Douglas Street in Goshen, Indiana (Site). The soil sampling will ensure disposal occurs in accordance with the established Soil Management Plan (SMP) and Indiana Department of Environmental Management (IDEM) approved Contained-In Determination Policy (Contained-In) for the Site, dated July 2, 2025. Details of the work to be performed are presented below.

Soil Characterization – Roll-off Dumpster Sampling

Soil will be excavated and disposed during the 2025 construction season, from roughly June through the end of the year. Soil removal will be from the affected “cells” along the west side of the site (CS9-1, CS9-2, and CS17-3). The soil excavated to accommodate new building footings, utilities and new pavement will be placed in lined and covered roll-off dumpsters (approximately 20 tons per roll-off), pending sample collection and analysis. The initial estimate provided in the Contained-In Determination was for 1,000 tons, but this limit can be extended through IDEM if needed.

The space for staging roll-off dumpsters is currently limited to about 10 dumpsters; therefore, waste will be removed in batches as needed. The exact volume/quantity is unknown at this time; however, IWM recommends budgeting for between 10 and 15 rounds of sampling 10 dumpsters, resulting in approximately 150 soil samples (for 15 total events).

The Contained-In determination requires that representative samples (composite samples) must be collected at the point of generation (one per roll-off dumpster) to confirm that soil being disposed is consistent with IDEM requirements. The samples will be collected by IWM Consulting personnel from the dumpsters and will be analyzed for VOCs utilizing SW-846 Method 8260. In order to maintain the construction schedule, sample analyzes will be expedited as necessary. A normal turn-around time is 10 business days. Costs covering the laboratory’s increased costs for a faster turn-around time have been included.

Cost Estimate

The estimated cost to complete the scope of work detailed in this proposal is **\$49,850** as detailed in the table below. All costs will be invoiced on a time-and-materials basis. Other terms and conditions will be in accordance with the attached IWM Consulting Terms and Conditions, which are an integral part of this proposal. IWM Consulting will look for cost efficiencies for each sampling event, including using an appropriate turn-around time based on when the samples are collected and needs of the project, and evaluating additional laboratories.

Estimated Costs

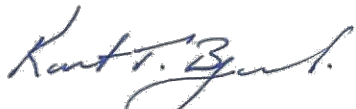
| Task | Cost |
|--|------------------|
| Ongoing Waste Characterization & Management | |
| IWM Consulting Labor (with communications and reporting) | \$ 980 |
| IWM Consulting Expenses | \$ 130 |
| Laboratory (at 48-hour turn around) | \$ 1,980 |
| Subtotal per Event: | \$ 2,990 |
| | |
| Extended Subtotal (15 Events): | \$ 44,850 |
| | |
| Contingency (extras samples, reporting, communications) | \$ 5,000 |
| Estimated Grand Total: | \$ 49,850 |

IWM Consulting will initiate project activities upon receipt of the attached Proposal Acceptance Agreement and finalization of the financial arrangements detailed in the Cost Estimate section of this proposal.

We appreciate this opportunity to offer our services. If you have any questions regarding this proposal, please contact Kurt Byanski at (260) 442-3017, or by email at kbyanski@iwmconsult.com.

Sincerely,

IWM Consulting Group, LLC



Kurt T. Byanski, LPG
Senior Project Manager

Attachments: Authorization for IWM Consulting Group, LLC to Proceed
IWM Consulting Group, LLC Standard Terms & Conditions

AUTHORIZATION FOR IWM CONSULTING GROUP TO PROCEED

Proposal Date: July 21, 2025

Client: AP Cycleworks LLC
763 South Ninevah Road
Franklin, IN 46131
Attn: Jonathan Anderson

Proposal Title: Phase I Environmental Site Assessment
Former Western Rubber Property
620 East Douglas Street
Goshen, Elkhart County, Indiana 46526

The undersigned hereby authorizes IWM Consulting Group, LLC (IWM Consulting) to proceed on the above-described project in accordance with the referenced proposal and its associated work scope, terms, and conditions. By authorizing the work, the undersigned acknowledges that IWM Consulting's proposed work scope is adequate for the undersigned's purposes. The undersigned further acknowledges that they have read, understand, and agree to the terms and conditions governing the project, including but not limited to the Standard Terms and Conditions for this project, which are incorporated herein, and are authorized to contractually bind the above-named Client in executing this Authorization for IWM Consulting to Proceed. In no event shall any subsequent work order or similar document vary the terms and conditions of this authorization, including all terms and conditions incorporated by reference, without the express written agreement of IWM Consulting.

(Typed or Printed Name)

(Title)

(Signature)

(Company)

(Telephone Number)

(Address)

(E-mail Address)

(Date)

[PLEASE RETURN THIS PAGE TO IWM CONSULTING GROUP, LLC]



April 17, 2025

AP Development
214 East Main Street
Brownsburg, IN

RE: Ariel Cycleworks
620 East Douglas Street
Goshen, IN 46526

Request for Change Order 1

CONTAMINATED SOILS - GENERAL CONDITIONS **\$24,900.00**

- Additional mobilization and demobilization to the project site

CONTAMINATED SOILS - STEEL SHEETING "DECONTAMINATION PAD" **\$9,725.00**

- Mobilization and demobilization of sheeting.
- Rental of 2 EA steel sheets.
- Sweeping of steel sheets as necessary.

CONTAMINATED SOILS - STRIP, REPLACE COVER **2,600 CY x \$15.75 / CY = \$40,950.00**

- Stripping cover material, stockpiling, re-spreading, and compacting.
- This item will be billed at the unit price per CY indicated above.
- Includes Uncontaminated Cells CS3, CS4, CS11, CS13, CS14, CS18, and CS19.

CONTAMINATED SOILS - UNDERCUT SITE **27,300 TN x \$15.50 / TN = \$423,150.00**

- Excavate, load, and haul off of 27,300 cubic yards of unsuitable material.
- Site to be cut to 0.5' below proposed subgrade.
- Haul material to Elkhart County Landfill.
 - ***Landfill fees to be paid by others.***
- This item will be billed at the unit price per ton indicated above based upon landfill tickets.
- Includes Contaminated Non-Hazardous Cells CS1, CS2, CS5, CS6, CS7, CS8, CS9-3, CS9-4, CS10, CS12, CS15, CS16, CS17-1, CS17-2, CS17-3, CS20.
- ***Estimated quantities above exclude Cells CS9-1, CS9-2, and CS17-3. It is still undetermined what landfill the material from these cells will need to be disposed of in. If going to a landfill other than Elkhart County Landfill C&E Excavating, Inc. will need to quantify and price this work.***

C & E Excavating, Inc.
53767 CR 9
Elkhart, IN 46514

Office (574) 262-4346

Fax (574) 262-9251

CONTAMINATED SOILS – PLACE & COMPACT FILL 27,300 TN x \$21.50 / TN = \$586,950.00

- Haul in, place, and compact 27,300 TN of clean fill to replace undercut materials.
- This item will be billed at the unit price per ton indicated above based on landfill tickets.

PLAN CHANGES - EARTHWORK

ADD: \$5,470.00

- Additional cut and fill due to grade changes.
- Excludes excavation and grading for an additional set of stairs.

PLAN CHANGES - EROSION CONTROL

ADD: \$50,180.00

- Furnish, install, maintain, and remove upon completion 3,860 LF of erosion eels.

PLAN CHANGES - STORM SEWER

ADD: \$87,315.00


- - 1,638 LF 4" Perforated N-12 pipe
- - 24 EA 4" N-12 45 Degree Bends
- - 8 EA 4" N-12 Wyes
- - 3 EA 4" N-12 to 4" PVC Adaptors
- - 16 EA 4" N-12 Cleanouts
- + 884 LF 6" Perforated N-12 pipe
- + 27 EA 6" N-12 45 Degree Bends
- + 2 EA 6" N-12 Wyes
- - 1 EA 6" N-12 to 6" PVC Adaptors
- + 16 EA 6" N-12 Cleanouts
- + 244 LF 8" Perforated N-12
- + 1 EA 8" N-12 45 Degree Bends
- + 1 EA 8" N-12 Wye
- + 1 EA 8" N-12 Cleanouts
- + 295 LF 10" Perforated N-12 pipe
- + 1 EA 10" N-12 45 Degree Bend
- + 1 EA 10" x 6" N-12 Wye
- + 1 EA 10" x 6" N-12 Reducer
- + 284 LF 12" Perforated N-12 pipe
- + 3 EA 12" N-12 45 Degree Bends
- + 6 EA 12" x 6" N-12 Wyes
- - 108 LF 10" PVC SDR 35 pipe
- - 1 EA 10" PVC SDR 35 45 Degree Bend
- - 3 EA 10" x 4" PVC Wye
- + 120 LF 12" PVC SDR 35 pipe
- + 1 EA 12" PVC SDR 35 to 12" N-12 Adaptor
- + 114 LF 15" PVC SDR 35 pipe
- + 1 EA 15" PVC SDR 35 45 Degree Bend
- + 1 EA 15" x 8" PVC SDR 35 Wye
- + 1 EA 15" x 10" PVC SDR 35 Wye
- + 28 EA Wrap perforated pipe under landscape islands

PLAN CHANGES - WATER**ADD: \$27,820.00**

- - 52 LF 3" DIP CL52 Water
- - 1 EA 3" Gate Valve
- - 1 EA 3" DIP CL 50 Cap
- - 1 EA 3" Duck Under
- - 295 LF 4" DIP CL52 Water
- + 347 LF 4" HDPE DIPS DR11 Water with tracer wire
- + 1 EA 4" Gate Valve
- +1 EA 4" Duck Under
- - 1 EA 8" x 3" DIP CL 50 Tee
- + 1 EA 8" x 4" DIP CL 50 Tee
- + 1 EA 8" Gate Valve
- + 5 EA Price increase for added Storz connection per Detail 1 on SD106.

CHANGE ORDER TOTAL: \$1,256,460

One Million Two Hundred Fifty-Six Thousand Four Hundred Sixty and 0/100 Dollars

*NOTE: This proposal may be withdrawn by C&E Excavating, Inc. if not accepted within 30 days***Authorized Signature:**
Bryan W. Slott, PE
Vice President
C&E Excavating, Inc.**Date: 4/17/2025**

Acceptance of Proposal -- The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified:

Authorized Signature:**Date of Acceptance:**



**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-ROOF PROJECT – CHANGE ORDER NO. 1
(JN: 2024-0017)**

DATE: July 24, 2025

As E. Lee Construction deconstructs the roof components, areas of deterioration have been exposed. The five double-hung windows in the dormers were inspected and the wood is soft. Kil Architecture concurs the windows should be replaced and has been in contact with Indiana Landmarks. They have considered the replacement request, and have agreed the windows can be replaced with an aluminum clad window of similar color. The price quoted to replace the windows is \$33,960.



July 24, 2025

BOW Change Order No. 1 - Annex Re-roof Project

Page 2

Additionally, the eyebrow dormers have existing tiles that do not properly fit. Overtime, the poorly fit tiles have allowed water to enter the building and one roof beam was damaged and repaired as part of the re-roof project. Options have been discussed with the tile manufacturer and the most appropriate reconstruction option to keep the building envelope tight is to install soldered copper over the eyebrow dormers. The price quoted to install flat lock copper over the dormers is \$48,930.



The total cost of the items included in Change Order No. 1 is \$82,890.00. With the project's unforeseen condition allowance of \$69,000.00, the total price increase to the project for this change order is \$13,890.00, which represents 1.02% increase to the project.

Requested Motion: Move to approve Change Order No. 1 for the replacement of 5 double hung window and the installation of flat lock copper over the doormers at a cost of \$82,890.00.

City of Goshen
Board of Works & Safety

Gina Leichty, Mayor

Mike Landis, Board Member

Mary Nichols, Board Member

Barb Swartley, Board Member

Orv Myers, Board Member

CHANGE ORDER FORM

Sheet 1 of 3

Change Order No. 1
Date: 7/24/25

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

OWNER: City of Goshen
PROJECT NAME: Annex Re-roofing Project
PROJECT NUMBER: 2024-0017
CONTRACTOR: E. Lee Construction

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

As E. Lee Construction deconstructs the roof components, areas of deterioration have been exposed. The five casement windows in the dormers were inspected and the wood is soft. Kil Architecture has been in contact with Indiana Landmarks and they concur the windows can be replaced with an aluminum clad window of similar color. Additionally, the eyebrow dormers have existing tiles that do not properly fit. Options have been discussed with the tile manufacturer and the most appropriate reconstruction option is to install soldered copper over the eyebrow dormer.

| <u>Item</u> | <u>Description</u> | <u>Qty.</u> | <u>Units</u> | <u>Unit Cost</u> | <u>Cost</u> |
|------------------|-------------------------------------|-------------|--------------|------------------|--------------------|
| 3(CO1) | Double Hung Window, 5 Each | 1 | LS @ | \$ 33,960.00 | \$33,960.00 |
| 4(CO1) | Flat Lock Copper for Dormers, 16 oz | 1 | LS @ | \$ 48,930.00 | \$48,930.00 |
| Subtotal= | | | | | \$82,890.00 |

CHANGE ORDER FORM

Sheet 2 of 3

Change Order No. 1

II. ADJUSTMENTS IN AMOUNT OF CONTRACT

| | |
|--|----------------|
| 1. Amount of original contract | \$1,359,107.00 |
| 2. Net (Addition/ Reduction) due to all Previous Contract Supplements Numbers 0 to <u>0</u> | \$0.00 |
| 3. Amount of Contract, not including this supplement | \$1,359,107.00 |
| 4. Addition/ Reduction to Contract due to this supplement | \$82,890.00 |
| 5. Contract Allowance | \$69,000.00 |
| 6. Amount of Contract, including this supplemental | \$1,372,997.00 |
| 7. Total (Addition/ Reduction) due to all Change Orders (Line 2 + Line 4 - Line 5) | \$13,890.00 |
| 8. Total percent of change in the original contract price Includes Change Order No. 1 to <u>1</u> (Line 6 divided by Line 1) | 1.02% |

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, making the final completion date August 29, 2025.

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 N/A, and under the provisions of the original contract including compliance with applicable equipment specifications, general specifications and project specifications for the same type of work.

3. This Contract Supplement, unless otherwise provided herein, does not relieve the contractor from strict compliance with the guarantee provisions of the original contract, particularly those pertaining to performance and operation of equipment.

4. The contractor expressly agrees that he will place under coverage of his Performance and Payment Bonds and contractor's insurance, all work covered by this Contract Supplement. The contractor will furnish to the owner evidence of increased coverage of this Performance and Payments bonds for the accrued value of all contract supplements, which exceed the original contract price by twenty (20) percent.

CHANGE ORDER FORM

Sheet 3 of 3

Change Order No. 1

RECOMMENDED FOR ACCEPTANCE



Dustin K. Sailor, P.E.

Director of Public Works & Utilities

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

Mayor

Member

Member

Member

Member

ACCEPTED: CONTRACTOR

BY: _____

Contractor's Authorized Signatory



E LEE CONSTRUCTION INC
BUILDING RESTORATION CONTRACTORS
SINCE 1955
6223 KIGGINS RD, DELPHOS OH 45833
PH 419-692-2661 FAX 419-692-2011
WWW.ELEECONSTRUCTION.COM

Proposal
5696

| | | |
|--|--|---------------------|
| Proposal Submitted To: City of Goshen | CHANGE ORDER 2 ¹ | Date: July 20, 2025 |
| 202 S Fifth St Goshen IN 46528 | Job Location: Annex Building 204 E Jefferson Goshen IN 46528 | |
| | Attn: Greg Kil, Eric Stalheim Dustin Sailor | |

Scope of Work:

Remove 5 window units in the attic area of the building. Install new casement units, wood with aluminum clad. Color to match as possible, owner to select color.

Materials, labor and equipment:

Price: \$33,960.00

CONDITIONS – Owner to furnish electrical, water, restrooms, a place to park tool trailer, and equipment. Notify contractor of any dissatisfaction or difficulties. Contractor will furnish all labor, material, insurance, equipment and have a supervisor or foreman on job site at all times. All work to be completed in a substantial workmanlike manner according to specifications submitted per standard practices. All work shall be completed during regular business hours, 7 a.m. to 4 p.m. Any alteration or deviation from above specifications involving extra costs shall be executed only upon written orders and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.

All material is guaranteed to be as specified.

All workmanship is guaranteed for one (1) year.

Terms: Net 30 2% added after 30 days

Note: Price subject to change.

Signed *Robert Lee*, President

Acceptance of Proposal – The above prices, specifications and conditions are satisfactory and accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature: _____

Signature: _____

Date of Acceptance: _____



E LEE CONSTRUCTION INC
BUILDING RESTORATION CONTRACTORS
SINCE 1955
6223 KIGGINS RD, DELPHOS OH 45833
PH 419-692-2661 FAX 419-692-2011
WWW.ELEECONSTRUCTION.COM

Proposal
5696

| | | |
|--|--|---------------------|
| Proposal Submitted To: City of Goshen | Additional Work Proposed Work | Date: June 27, 2025 |
| 202 S Fifth St Goshen IN 46528 | Job Location: Annex Building 204 E Jefferson Goshen IN 46528 | |
| | Attn: Greg Kil, Eric Stalheim Dustin Sailor | |

Scope of work:

Manufacture of new flat lock 16 oz copper installed on all rounded window areas, throughout all roof elevations.

Materials, equipment and labor for the price of:

Price: \$48,930.00

CONDITIONS – Owner to furnish electrical, water, restrooms, a place to park tool trailer, and equipment. Notify contractor of any dissatisfaction or difficulties. Contractor will furnish all labor, material, insurance, equipment and have a supervisor or foreman on job site at all times. All work to be completed in a substantial workmanlike manner according to specifications submitted per standard practices. All work shall be completed during regular business hours, 7 a.m. to 4 p.m. Any alteration or deviation from above specifications involving extra costs shall be executed only upon written orders and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.

All material is guaranteed to be as specified.

All workmanship is guaranteed for one (1) year.

Terms: Net 30 2% added after 30 days

Note: Price subject to change.

Signed *Robert Lee*, President

Acceptance of Proposal – The above prices, specifications and conditions are satisfactory and accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature: _____

Signature: _____

Date of Acceptance: _____



**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: Engineering Department

RE: **CHANGE ORDER NO. 2 FOR ASPHALT PAVING PACKAGE A (JN: 2024-0002)**

DATE: July 24, 2025

Attached please find Change Order No. 2 for the Asphalt Paving Package A.

To prolong the life of the thermoplastic pavement markings the Goshen Public Works prefers to groove the lines prior to installing the markings. This helps to extend the life of the pavement markings from 1 year to 3 years.

After the letting of the pavement project, INDOT had come back with comments for changes to the MOT on SR 15 and Hackett Road. The changes require additional temporary pavement marking that are removable and signs.

The existing soils on Hackett Drive were found to be too heavy of a clay to backfill with. The unsuitable soil should be removed and suitable soil clean fill should be used.

The original contract amount plus additions from previous change orders was \$2,214,230.90. Change Order No. 2 increases the total contract by \$25,353.80, for a revised contract amount of \$2,239,584.70, which is an increase of 8.95% over the original contract amount.

Requested Motion: Approve Change Order No. 2 for the Asphalt Paving Package A to have the pavement markings grooved, additional temporary pavement markings and signs, remove the unsuitable soil and backfill with suitable soil for the amount of \$25,353.80.

CHANGE ORDER FORM

Sheet 1 of 3

Change Order No. 2

Date: 7/24/25

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

OWNER: City of Goshen

PROJECT NAME: 2024 Asphalt Paving Package

PROJECT NUMBER: 2024-0002 A

CONTRACTOR: Niblock Excavating

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

To prolong the life of the thermoplastic pavement markings the Goshen Public Works prefers to groove the lines prior to installing the markings. This helps to extend the life of the pavement markings from 1 year to 3 years. After the letting of the paving project, INDOT had come back with comments for changes to the MOT on SR 15 and Hackett Road. The changes require additional temporary pavement markings that are removable and signs. The existing soils on Hackett Drive were found to be too heavy of a clay to backfill with. The unsuitable soils should be removed and suitable clean fill should be used.

| <u>Item</u> | <u>Description</u> | <u>Qty.</u> | <u>Units</u> | <u>Unit Cost</u> | <u>Cost</u> |
|-------------|--|-------------|--------------|------------------|-------------|
| CO2.1 | Mobilization & Demobilization | 1 | LS | @ \$2,625.00 | \$2,625.00 |
| CO2.2 | Grooving for Pavement Markings | 17996 | LF | @ \$ 0.80 | \$14,396.80 |
| CO2.3 | Rem. Temp. Pavement Marking 4" | 1500 | LF | @ \$ 1.44 | \$2,160.00 |
| CO2.4 | Rem. Temp Pavement Marking 5" | 500 | LF | @ \$ 1.97 | \$985.00 |
| CO2.5 | Construction Sign B | 1 | EA | @ \$ 109.00 | \$109.00 |
| CO2.6 | Construction Sign A | 2 | EA | @ \$ 214.00 | \$428.00 |
| CO2.7 | Import Clean Fill Borrow Johnston & Hackett | 150 | CY | @ \$ 19.00 | \$2,850.00 |

CHANGE ORDER FORM

| | | | | | | |
|--------------------------|--------|---|----|-------|-------|------------|
| CO2.8 Export Clay Spoils | 150 CY | @ | \$ | 12.00 | ----- | \$1,800.00 |
| Johnston & Hackett | | | | | | |

Subtotal= \$25,353.80

Sheet 2 of 3

Change Order No. 2

II. ADJUSTMENTS IN AMOUNT OF CONTRACT

| | |
|--|----------------|
| 1. Amount of original contract | \$2,055,649.40 |
| 2. Net (Addition/ Reduction) due to all Previous Contract Supplements Numbers 1 to <u>2</u> | \$158,581.50 |
| 3. Amount of Contract, not including this supplement | \$2,214,230.90 |
| 4. Addition/ Reduction to Contract due to this supplement | \$25,353.80 |
| 5. Amount of Contract, including this supplemental | \$2,239,584.70 |
| 6. Total (Addition/ Reduction) due to all Change Orders (Line 2 + Line 4) | \$183,935.30 |
| 7. Total percent of change in the original contract price Includes Change Order No. 1 to <u>2</u> (Line 6 divided by Line 1) | 8.95% |

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, making the final completion date August 29, 2025.

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 N/A, 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.

CHANGE ORDER FORM

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 furnished to the owner evidence of increased coverage of this Performance and Payments bonds for the accrued value of all contract supplements, which exceed the original contract price by twenty (20) percent.

Sheet 3 of 3

Change Order No. 2

RECOMMENDED FOR ACCEPTANCE

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

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

Mayor

Member

Member

Member

Member

ACCEPTED: CONTRACTOR

BY: _____
Contractor's Authorized Signatory



**Engineering Department
CITY OF GOSHEN**

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

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

MEMORANDUM

TO: Goshen Board of Public Works & Safety

FROM: Goshen Engineering

RE: **NORTH GOSHEN SERVICE LINE REPLACEMENT &
UTILITY IMPROVEMENTS PROJECT
UTILITY RELOCATION - STAKING SURVEY
(JN: 2024-0029)**

DATE: July 24, 2025

On July 18, 2025, we received a Time and Materials proposal for the above referenced project for an amount not to exceed \$20,000.00

The Engineering Department is requesting that the Board of Public Works and Safety award the contract for the Utility Relocation Staking Survey to Abonmarche Consultants.

The City of Goshen's current need is for construction staking in the Northside Neighborhood for utility companies to relocate their buried and overhead lines as needed for the proposed roadway reconstruction project. This task involves construction staking including calculating and marking staking points for proposed structures, curbs, sidewalks, and pipe elevations, as well as identifying existing right-of-way.

Requested Motion: Approve signing the Agreement with Abonmarche Consultants for Utility Relocation Construction Staking for the North Goshen Service Line Replacement and Utility Improvements project in the amount of \$20,000.00.

**AGREEMENT WITH ABONMARCHE CONSULTING
FOR PROFESSIONAL SURVEYING SERVICES**

**NORTHSIDE NEIGHBORHOOD – UTILITY COORDINATION STAKING
CITY PROJECT NO. 2024-0029**

THIS AGREEMENT is entered into on _____, 2025, which is the date of the last signature set forth on the signature page, by and between **Abonmarche Consultants, Inc.** (“Consultant”), whose mailing address is 303 River Race Drive, Unit 206, Goshen, IN 46526, 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 document: Consultant’s Proposal dated July 18, 2025, and attached to this Agreement as Exhibit A.
- (B) Any inconsistency or ambiguity in this Contract shall be resolved by giving precedence in the following order:
 - (1) This Agreement, and Amendments; and
 - (2) Consultant’s Proposal.

Section 2. Scope of Services

Consultant shall provide City the services for the professional surveying services for the Northside Neighborhood – Utility Coordination Staking, which services are more particularly described in Consultant’s July 18, 2025 proposal attached as Exhibit A (hereinafter referred to as “Duties”).

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

Section 3. Effective Date; Term

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

- (C) Consultant shall commence all Duties as soon as practical after receiving a notice to proceed (subject to weather).

Section 4. Compensation

- (A) City agrees to compensate Consultant as follows for performing all Duties:

Utility Coordination Staking (Summer 2025) Not-to-Exceed \$10,000

Utility Coordination Staking (Spring 2026) Not-to-Exceed \$10,000

- (B) City will compensate Consultant for time and materials based on the maximum hourly rates set forth below and the actual hours worked, but in no event will the total compensation exceed \$20,000. Consultant's maximum hourly rates by job classification are as follows:

| | |
|--------------------------|--------|
| Project Surveyor | \$ 140 |
| Survey Crew Manager | \$ 155 |
| CADD Technician | \$ 125 |
| Field Survey/Staking | \$ 225 |
| Administrative Assistant | \$ 90 |

Section 5. Payment

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

City of Goshen
c/o Goshen Engineering Department
204 East Jefferson Street, Suite 1
Goshen, IN 46528
Email is also acceptable at jameybsinger@goshencity.com

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

Section 6. Ownership of Documents

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

Section 7. Licensing/Certification Standards

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

Section 8. Independent Contractor

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

Section 9. Non-Discrimination

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

Section 10. Employment Eligibility Verification

- (A) Consultant shall enroll in and verify the work eligibility status of all Consultant's newly hired employees through the E-Verify program as defined in Indiana Code § 22-5-1.7-3. Consultant is not required to participate in the E-Verify program should the program cease to exist. Consultant is not required to participate in the E-Verify program if Consultant is self-employed and does not employ any employees.
- (B) Consultant shall not knowingly employ or contract with an unauthorized alien, and Consultant shall not retain an employee or continue to contract with a person that the Consultant subsequently learns is an unauthorized alien.
- (C) Consultant shall require their subcontractors, who perform work under this contract, to certify to the Consultant that the subcontractor does not knowingly employ or contract with an unauthorized alien and that the subcontractor has enrolled and is participating in the E-Verify program.

Consultant agrees to maintain this certification throughout the duration of the term of a contract with a subcontractor.

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

Section 11. Contracting with Relatives

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

Section 12. No Investment Activities in Iran

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

Section 13. Indemnification

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

Section 14. Insurance

- (A) Prior to commencing work, the Consultant shall furnish City a certificate of insurance in accordance with the following minimum requirements, shall maintain the insurance in full force and effect, and shall keep on deposit at all times during the term of the contract with City the certificates of proof issued by the insurance carrier that such insurance is in full force and effect.
- (B) Each certificate shall require that written notice be given to the City at least thirty (30) days prior to the cancellation or a material change in the policy.
- (C) Consultant shall at least include the following types of insurance with the following minimum limits of liability: Workers Compensation and Employer's Liability - Statutory Limits

Section 15. Force Majeure

- (A) Except for payment of sums due, neither party shall be liable to the other or deemed in default under this contract if and to the extent that such party's performance under this contract is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the party and could not have been avoided by exercising reasonable diligence. Examples

of force majeure are natural disasters or decrees of governmental bodies not the fault of the affected party.

- (B) If either party is delayed by force majeure, the party affected shall provide written notice to the other party immediately. The notice shall provide evidence of the force majeure event to the satisfaction of the other party. The party shall do everything possible to resume performance. If the period of non-performance exceeds thirty (30) calendar days, the party whose ability to perform has not been affected may, by giving written notice, terminate the contract and the other party shall have no recourse.

Section 16. Default

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

Section 17. Termination

- (A) The agreement may be terminated in whole or in part, at any time, by mutual written consent of both parties. Consultant shall be paid for all services performed and expenses reasonably incurred prior to notice of termination.
- (B) City may terminate this agreement, in whole or in part, in the event of default by Consultant.

- (C) The rights and remedies of the parties under this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this agreement.

Section 18. Notice

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

| City: | Contractor: |
|------------------------------------|--------------------------------|
| City of Goshen, Indiana | Abonmarche Consultants, Inc. |
| Attention: Goshen Legal Department | Attention: Brad Mosness |
| 204 East Jefferson St., Suite 2 | 303 River Race Drive, Unit 206 |
| Goshen, IN 46528 | Goshen, IN 46526 |

Section 19. Subcontracting or Assignment

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

Section 20. Amendments

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

Section 21. Waiver of Rights

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

Section 22. Applicable Laws

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

Section 23. Miscellaneous

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

Section 24. Severability

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

Section 25. Binding Effect

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

Section 26. Entire Agreement

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

Section 27. Authority to Execute

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

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

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

Abonmarche Consultants, Inc.

Gina M. Leichty, Mayor

Bradley E. Mosness, PE
Vice President / Goshen Office Director

Date Signed: _____

Date Signed: _____



Engineering • Architecture • Land Surveying

July 18, 2025

Mr. Jamey Bontrager-Singer, Utilities Engineer
City of Goshen Engineering Department
204 East Jefferson Street
Goshen, IN 46528-3405

RE: **PROPOSAL FOR PROFESSIONAL SURVEYING SERVICES**

Northside Neighborhood – Utility Coordination Staking

City of Goshen, Indiana
City Project No. 2024-0029

Dear Mr. Bontrager-Singer:

ABONMARCHE CONSULTANTS is pleased to present this proposal to provide professional surveying services for the proposed project referenced above. This proposal includes our Work Plan, which consists of our Scope of Services, Fees for Services, and Anticipated Schedule.

Mike Rozycki, our Survey Group Director, will be the primary contact and can be reached at the office at (574) 314-1027 or by email at mrozycki@abonmarche.com.

We appreciate the opportunity to submit our proposal and look forward to working with you. If you have any questions regarding this proposal, please do not hesitate to contact me.

Sincerely,

ABONMARCHE CONSULTANTS, INC.

A handwritten signature in black ink, appearing to read 'Bradley E. Mosness'.

Bradley E. Mosness, PE
Vice President / Goshen Office Director

A handwritten signature in black ink, appearing to read 'Michael J. Rozycki'.

Michael J. Rozycki, PS
Survey Group Director

WORK PLAN

PROJECT UNDERSTANDING

The City of Goshen's current need is for construction staking in the Northside Neighborhood for utility companies to relocate their buried and overhead lines as needed for the proposed roadway reconstruction project. There are two relocation periods anticipated for the project, Summer 2025 and Spring 2026.

SCOPE OF SERVICES

We have tailored our scope of services based upon your survey request, and our experience with these types of surveys. A brief listing of services we expect to deliver are listed below.

Task #1: Utility Coordination Staking

This task includes performing construction staking services for utility coordination and relocation of utility lines, which includes office time to calculate requested staking points and locations, and field time to mark the requested locations. Staking items may include marking proposed structures, curbs, sidewalks, and identifying the existing right-of-way and proposed pipe elevations per the design plans.

This task assumes that all construction staking tasks will be provided directly by the City and our office will perform the requested staking items and provide the City confirmation when complete so the City can inform the utility company.



FEES FOR SERVICES

ABONMARCHE shall receive payment for the work performed under this contract on a time and material basis in accordance with the maximum hourly rates listed below for staking requested unless a supplement is executed by the parties, which increases the maximum amount payable. All services below are firm for 90 days.

Please note the below not-to-exceed fees are an estimate based on our current understanding of the project and may need to be increased depending on utility companies and their staking requests to the City.

Task #1a Utility Coordination Staking (Summer 2025)T&M with \$10,000 NTE

Task #1b Utility Coordination Staking (Spring 2026)T&M with \$10,000 NTE

MAXIMUM HOURLY RATES BY JOB CLASSIFICATION

| | |
|--------------------------|--------|
| Project Surveyor | \$ 140 |
| Survey Crew Manager | \$ 155 |
| CADD Technician | \$ 125 |
| Field Survey/Staking | \$ 225 |
| Administrative Assistant | \$ 90 |

ANTICIPATED PROJECT TIMELINE

Upon receipt of a signed contract, our office will need 7 business days to review the documents and prepare for staking. We respectfully request a notice of 3 days prior to needing construction staking. **(subject to weather)**

INFORMATION AND SERVICES TO BE PROVIDED BY CITY

1. Construction Plans – PDF and AutoCAD formats
2. Coordinate Staking Items with Each Utility Company





**Engineering Department
CITY OF GOSHEN**

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

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

MEMORANDUM

TO: Goshen Board of Public Works & Safety

FROM: Goshen Engineering

RE: **NORTH GOSHEN SERVICE LINE REPLACEMENT &
UTILITY IMPROVEMENTS PROJECT
LABOR STANDARDS SERVICES
(JN: 2024-0029)**

DATE: July 24, 2025

On July 2, 2025, the Engineering Department received a Time and Materials proposal for the above-referenced project, with a not-to-exceed amount of \$18,000.00.

We respectfully request that the Board of Public Works and Safety award the attached Labor Standards Administration contract to Mendenhall & Associates, LLC.

The City of Goshen Engineering Department will oversee the construction-phase contract with Niblock for the North Goshen Service Line & Utility Improvements Project. However, the department does not possess the specialized expertise needed to ensure full compliance with Davis-Bacon labor requirements as mandated by our SRF grant and loan agreements. Mendenhall will provide this critical support to ensure compliance on the City's behalf.

Requested Motion: Approve agreement with Mendenhall & Associates, LLC for Labor Standards Services on the North Goshen Service Line Replacement and Utility Improvements project in the amount of \$18,000.00.

**AGREEMENT WITH MENDENHALL & ASSOCIATES, LLC
FOR LABOR STANDARDS ADMINISTRATION**

**NORTH GOSHEN SERVICE LINE & UTILITIES IMPROVEMENT
CITY PROJECT NO. 2024-0029**

THIS AGREEMENT is entered into on _____, 2025, which is the date of the last signature set forth on the signature page, by and between **Mendenhall & Associates, LLC** ("Mendenhall"), whose mailing address is P.O. Box 428, Arcadia, IN 46030, and **City of Goshen, Indiana** ("City"), a municipal corporation and political subdivision of the State of Indiana acting through the Goshen Board of Public Works and Safety.

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

Section 1. Scope of Services

Mendenhall shall provide City the following services which shall include the provision of all labor, supplies, materials, tools, equipment, supervision, insurance and all other items necessary to provide labor standards administration to ensure this project is compliant with Federal regulations concerning all aspects of Labor Standards to meet the Indiana Finance Authority's SRF program requirements (hereinafter referred to as "Duties"). Mendenhall's Duties under this agreement include:

- Determine/review type of Wage Decision needed.
- Review of the current Wage Decision issued.
- Request Conformance Rates from US Department of Labor, when applicable.
- Assist with the Pre-Construction Conference, if applicable.
- Obtain and review all required documentation related to Davis-Bacon and help contractors and subcontractors to stay in compliance.
- Obtain and review all necessary State and Federal forms from the prime contractor and all subcontractors throughout the project.
- Distribute applicable job site posters to the prime contractor (Davis-Bacon poster, EEO poster, IOSHA poster, etc.).
- Validate all prime/subcontractors through www.Sam.gov to confirm that they are eligible to work on federally funded projects.
- Verify Fringe Benefit Funds of all contractors.
- Monitor weekly contractor and subcontractor Certified Payrolls.
- Resolve unsatisfactory payroll findings and report violations to Owner and SRF.
- Verify all apprentices on jobsite.
- Conduct on-site employee interviews with at least 10% of each worker classification from each contractor/subcontractor.
- Attend Construction Progress Meetings as needed or as requested.
- Provide frequent updates to the Owner, including certified payrolls, to comply with Internal Control requirements.
- Copy/supply complete project file to the Owner at the end of the project.

- Attend any audits/inspections performed by State or Federal Agencies that may benefit from our attendance.
- Complete all reports or sections thereof regarding Davis-Bacon required by funding agency, including SRF Inspection Reports and Final Davis-Bacon Compliance report.
- Provide any documents requested through the Freedom of Information Act if requested by Owner or funding agency.

Section 2. Effective Date; Term

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

Section 3. Compensation

City agrees to compensate Mendenhall the total sum of \$18,000 to be billed monthly per detailed invoice for project services performed.

Section 4. Payment

- (A) City shall pay Mendenhall for project services satisfactorily completed under this agreement.
- (B) Mendenhall shall submit to City a detailed monthly invoice of the project services performed to the following address, or at such other address as City may designate in writing:

City of Goshen
c/o Goshen Engineering Department
204 East Jefferson Street, Suite 1
Goshen, IN 46528
Email is also acceptable at jameybsinger@goshencity.com

- (C) Provided there is no dispute on amounts due, payment will be made to Mendenhall 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) Mendenhall is required to have a current W-9 form on file with the Goshen Clerk-Treasurer's Office before City will issue payment.

Section 5. Ownership of Documents

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

Section 6. Licensing/Certification Standards

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

Section 7. Independent Contractor

- (A) Mendenhall shall operate as a separate entity and independent contractor of the City of Goshen. Any employees, agents or subcontractors of Mendenhall shall be under the sole and exclusive direction and control of Mendenhall 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 Mendenhall and/or Mendenhall's employees, agents or subcontractors.
- (B) Mendenhall understands that City will not carry worker's compensation or any other insurance on Mendenhall and/or Mendenhall's employees or subcontractors.
- (C) Mendenhall 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

Mendenhall agrees to comply with all federal and Indiana civil rights laws, including, but not limited to Indiana Code 22-9-1-10. Mendenhall or any subcontractors, or any other person acting on behalf of Mendenhall 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) Mendenhall shall enroll in and verify the work eligibility status of all Mendenhall'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. Mendenhall is not required to participate in the E-Verify program if Mendenhall is self-employed and does not employ any employees.
- (B) Mendenhall 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 Mendenhall subsequently learns is an unauthorized alien.
- (C) Mendenhall shall require their subcontractors, who perform work under this contract, to certify to the Mendenhall 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. Mendenhall agrees to maintain this certification throughout the duration of the term of a contract with a subcontractor.

- (D) City may terminate the contract if Mendenhall 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 Mendenhall certifies that Mendenhall 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, Mendenhall certifies that Mendenhall does not engage in investment activities in Iran as defined by Indiana Code § 5-22-16.5-8.

Section 12. Indemnification

Mendenhall 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 Mendenhall or any of Mendenhall'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 Mendenhall 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.

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

- (4) Professional Liability - Combined Bodily Injury and Property Damage, \$1,000,000 each occurrence and aggregate

Section 14. Force Majeure

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

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- (A) If Mendenhall fails to perform the services or comply with the provisions of this agreement, then Mendenhall may be considered in default.
- (B) It shall be mutually agreed that if Mendenhall 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 Mendenhall 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) Mendenhall may also be considered in default by the City if any of the following occur:
- (1) There is a substantive breach by Mendenhall of any obligation or duty owed under the provisions of this contract.
 - (2) Mendenhall is adjudged bankrupt or makes an assignment for the benefit of creditors.
 - (3) Mendenhall becomes insolvent or in an unsound financial condition so as to endanger performance under the contract.
 - (4) Mendenhall 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 Mendenhall or any of Mendenhall's property.
 - (6) Mendenhall is determined to be in violation of federal, state, or local laws or regulations and that such determination renders Mendenhall unable to perform the services described under these Specification Documents.

- (7) The contract or any right, monies or claims are assigned by Mendenhall without the consent of the City.

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- (A) The agreement may be terminated in whole or in part, at any time, by mutual written consent of both parties. Mendenhall 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 Mendenhall.
- (C) The rights and remedies of the parties under this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this agreement.

Section 17. Notice

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

City:

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

Mendenhall:

Mendenhall & Associates, LLC
Attention: Tina M. Henderson
P.O. Box 428
Arcadia, IN 46030

Section 18. Subcontracting or Assignment

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

Section 19. Amendments

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

Section 20. Waiver of Rights

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

Section 21. Applicable Laws

- (A) Mendenhall 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) Mendenhall agrees to obtain and maintain all required permits, licenses, registrations, and approvals, and shall comply with all health, safety, and environmental rules or regulations in the performance of the services. Failure to do so maybe deemed a material breach of agreement.

Section 22. Miscellaneous

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

Section 23. Severability

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

Section 24. Binding Effect

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

Section 25. Entire Agreement

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

Section 26. Authority to Execute

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

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

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

Mendenhall & Associates, LLC

Gina M. Leichty, Mayor

Tina M. Henderson, President

Date Signed: _____

Date Signed: _____



**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: **GOSHEN ENGINEERING – CONSTRUCTION STANDARD DETAILS – PACKET AMENDMENT (JN: 2014-0025)**

DATE: July 24, 2025

Since submitting the construction standard details for inclusion in the Board of Works packet on Tuesday, March 25, the Goshen Engineering team has continued conducting a thorough quality control review. As a result of this ongoing process, several minor revisions have been identified.

We respectfully request that the Board consider and approve the updated construction details as part of the overall construction detail package.

A new detail, RD-105 Downtown ADA Compliant Sidewalk Layout, is being present to the board for approval.

| Detail Number | Detail Description |
|---------------|---|
| RD-401 | COMMERCIAL/INDUSTRIAL DRIVEWAY LAYOUT |
| RD-404 | RESIDENTIAL DRIVEWAY APPROACH |
| RD-405 | SIDEWALK WITH TREE LAWN |
| RD-406 | SIDEWALK ADJACENT TO CONCRETE CURB |
| SW-101 | SEWER TRENCH PIPE LAYING AND BEDDING |
| SW-104 | CASTING |
| SW-109 | CHIMNEY RECONSTRUCTION |
| SW-110 | RESETTING CASTING IN PAVEMENT WITH CONCRETE RINGS |
| SW-203 | SEWER INTERIOR DROP MANHOLE (TYPE C) – CONE W/MANHOLE |
| SW-204 | SEWER EXTERIOR DROP MANHOLE (TYPE D) – CONE W/CASTING |
| SW-208 | SEWER MANHOLE (TYPE H) - FLAT TOP W/CURB CASTING |
| SW-211 | SEWER CATCH BASIN (TYPE K) - FLAT TOP W/CURB CASTING |
| SW-214 | SEWER INLET (TYPE N) - CURB CASTING |
| SW-215 | SEWER INLET (TYPE O) – FLAT CASTING |
| SW-216 | SEWER CATCH BASIN (TYPE P) – COMBINED SEWER 90° ELBOW |
| SW-217 | UTILITY CONFLICT STRUCTURE (TYPE Q) |
| SW-401 | SEWER LATERAL WITH CLEANOUT |
| SW-402 | SEWER LATERAL REPLACEMENT AT EXISTING TAP |
| SW-403 | SEWER LATERAL OUTSIDE RIGHT-OF-WAY |

July 24, 2025

BOW Memo

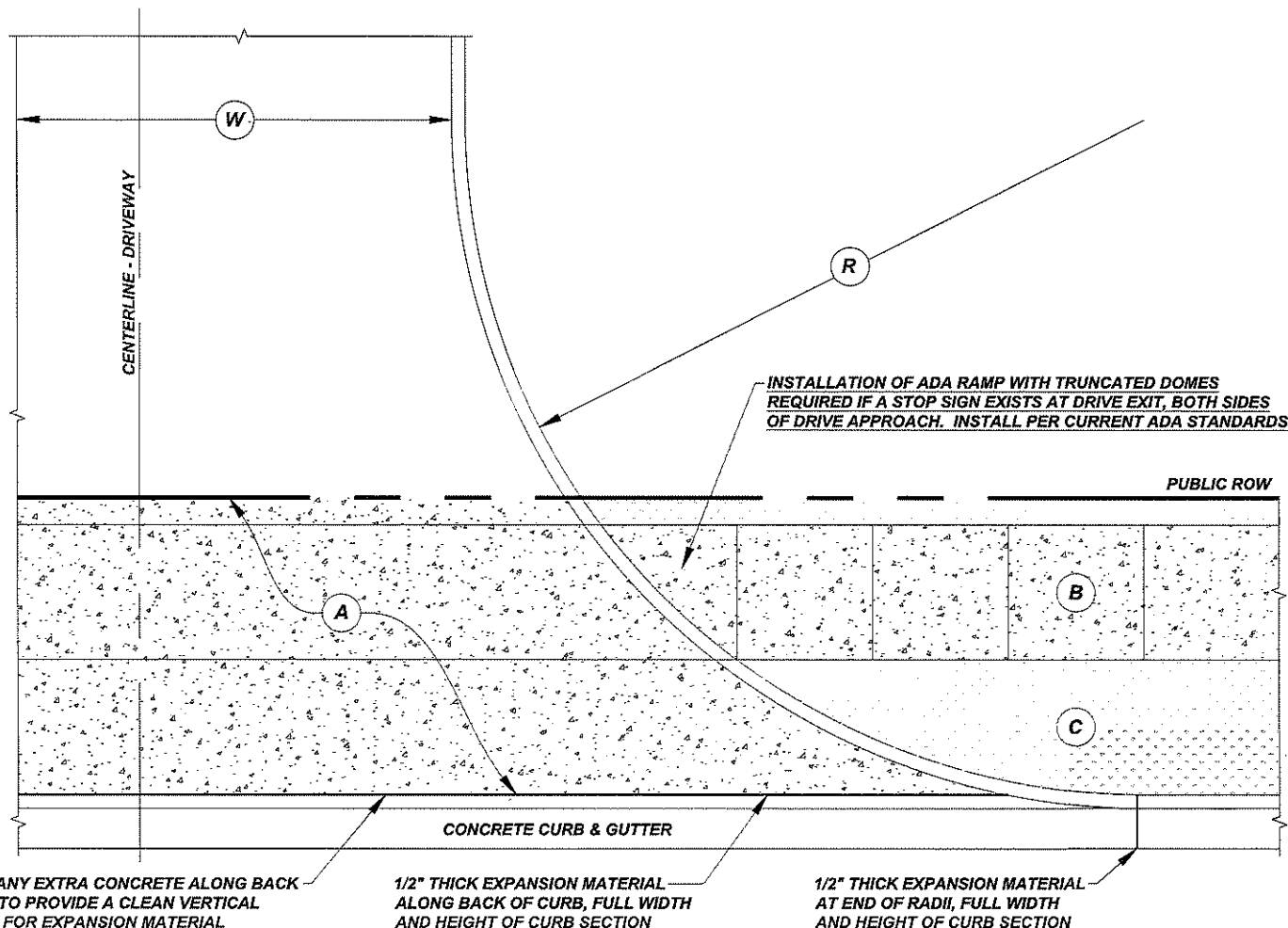
Page 2

| | |
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| SW-404 | REPLACEMENT SEWER LATERAL CONNECTION |
| WA-103 | WATER MAIN RESTRAINT THRUST BLOCKS |
| WA-401 | FIRE HYDRANT ASSEMBLY |
| WA-501 | WATER SERVICE CONCRETE, BLOCK & STONE FONDATION PENETRATION |
| WA-502 | WATER SERVICE MICHIGAN BASEMENT FOUNDATION PENETRATION |
| | |
| RD-105 | DOWNTOWN ADA COMPLIANT SIDEWALK LAYOUT |

| COMMERCIAL AND INDUSTRIAL | |
|---------------------------|--|
| (A) | 6" CLASS 'A' CONCRETE, 4,000 PSI (28 DAYS) REINFORCED WITH 4X4 W4.0/W4.0 OVER 6" COMPACTED No. 53 CRUSHED/RECYCLED CONCRETE* |
| (A) | 9" CLASS 'A' NON-REINFORCED CONCRETE, 4,000 PSI (28 DAYS) OVER 6" COMPACTED No. 53 CRUSHED/RECYCLED CONCRETE* |
| (B) | 4" CLASS 'A' CONCRETE, 4,000 PSI (28 DAYS) OVER 4" COMPACTED No. 53 CRUSHED/RECYCLED CONCRETE* |
| (C) | 4" CLEAN TOPSOIL, INDOT TYPE 'U' WITHOUT CLOVER, ACHIEVE 70% EVEN COVERAGE. COVER WITH EROSION CONTROL BLANKET |
| (R) | 24.0' MINIMUM AND 40.0' MAXIMUM RADIUS, APPROVAL OF LARGER RADII BY CITY ENGINEERING DEPARTMENT |
| (W) | 24.0' MINIMUM AND 40.0' MAXIMUM THROAT WIDTH |

NOTES:

1. FOR DRIVE APPROACH WIDTHS GREATER THAN THE 40' MAXIMUM, THE PROPERTY OWNER WILL BE REQUIRED TO APPLY FOR A VARIANCE
2. *LIMESTONE OR PROCESSED GRAVEL MAY BE USED IF CRUSHED/RECYCLED CONCRETE IS UNAVAILABLE WITH APPROVAL BY ENGINEERING DEPT.



COMMERCIAL/INDUSTRIAL DRIVEWAY LAYOUT

NOT TO SCALE

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Office of Engineering

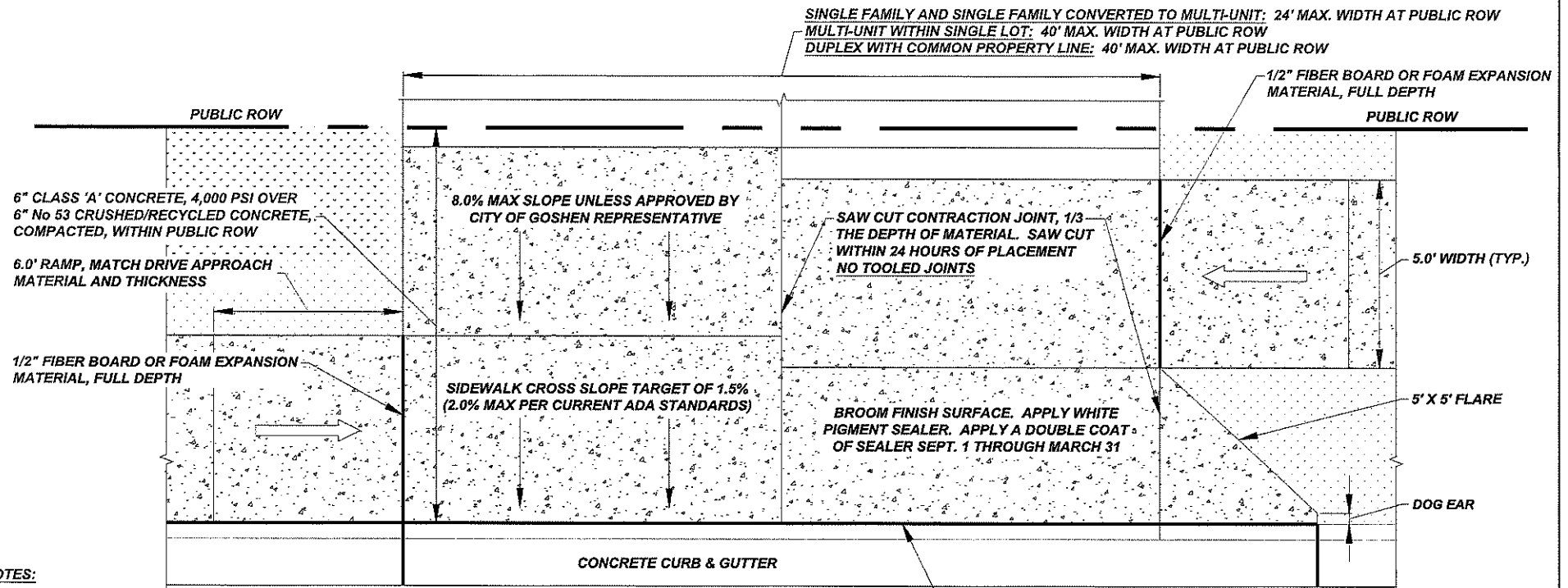
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03/27/2025

CITY OF GOSHEN, INDIANA
STANDARD DETAIL

Drafted By: J. Hoffman
Approved By: D. Sailor, P.E.
Drawing Number: **RD-401**



SINGLE FAMILY AND SINGLE FAMILY CONVERTED TO MULTI-UNIT: 24' MAX. WIDTH AT PUBLIC ROW
 MULTI-UNIT WITHIN SINGLE LOT: 40' MAX. WIDTH AT PUBLIC ROW
 DUPLEX WITH COMMON PROPERTY LINE: 40' MAX. WIDTH AT PUBLIC ROW

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RESIDENTIAL DRIVEWAY APPROACH

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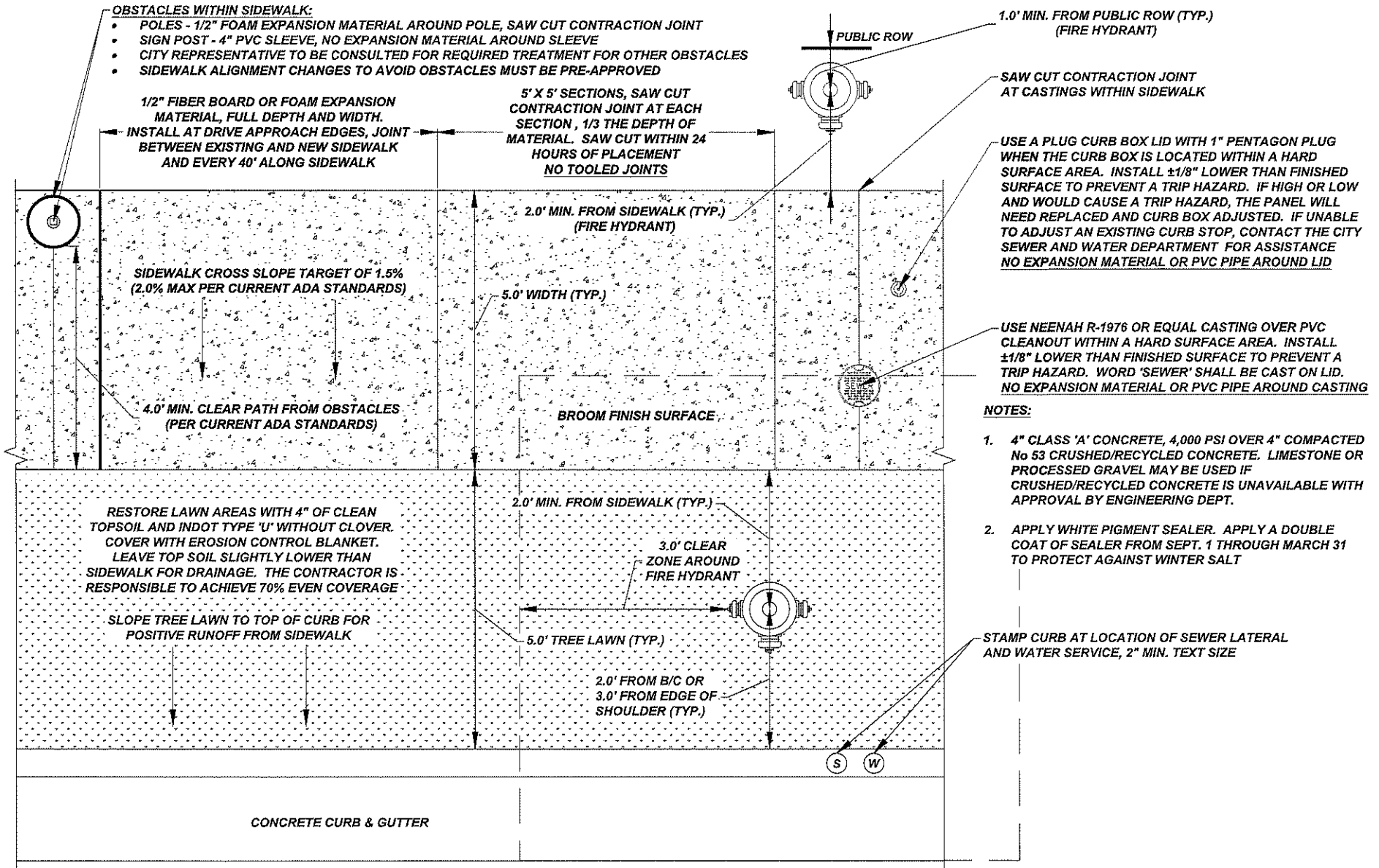
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CITY OF GOSHEN, INDIANA
STANDARD DETAIL

Drafted By: J. Hoffman
 Approved By: D. Sailor, P.E.

Drawing Number:

RD-404



SIDEWALK WITH TREE LAWN

NOT TO SCALE

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OBSTACLES WITHIN SIDEWALK:

- POLES - 1/2" FOAM EXPANSION MATERIAL AROUND POLE, SAW CUT CONTRACTION JOINT
- SIGN POST - 4" PVC SLEEVE, NO EXPANSION MATERIAL AROUND SLEEVE
- CITY REPRESENTATIVE TO BE CONSULTED FOR REQUIRED TREATMENT FOR OTHER OBSTACLES
- SIDEWALK ALIGNMENT CHANGES TO AVOID OBSTACLES MUST BE PRE-APPROVED

1/2" FIBER BOARD OR FOAM EXPANSION MATERIAL, FULL DEPTH AND WIDTH. INSTALL AT DRIVE APPROACH EDGES, JOINT BETWEEN EXISTING AND NEW SIDEWALK AND EVERY 40' ALONG SIDEWALK

6' X 6' SECTIONS, SAW CUT CONTRACTION JOINT AT EACH SECTION, 1/3 THE DEPTH OF MATERIAL. SAW CUT WITHIN 24 HOURS OF PLACEMENT
NO TOOLED JOINTS

SIDEWALK CROSS SLOPE TARGET OF 1.5% (2.0% MAX PER CURRENT ADA STANDARDS)

4.0' MIN. CLEAR PATH FROM OBSTACLES (PER CURRENT ADA STANDARDS)

6.0' WIDTH (TYP.)

BROOM FINISH SURFACE

CONCRETE CURB

MATCH JOINT LOCATION BETWEEN CURB AND SIDEWALK WHEN POSSIBLE

1/2" FIBER BOARD OR FOAM EXPANSION MATERIAL, FULL DEPTH. INSTALL BETWEEN CURB AND SIDEWALK. TOP OF EXPANSION MATERIAL SHALL BE EVEN WITH TOP OF CURB AND SIDEWALK

STAMP CURB AT LOCATION OF SEWER LATERAL AND WATER SERVICE, 2" MIN. TEXT SIZE

2.0' MIN. FROM SIDEWALK (FIRE HYDRANT)

SAW CUT CONTRACTION JOINT AT CASTINGS WITHIN SIDEWALK

USE A PLUG CURB BOX LID WITH 1" PENTAGON PLUG WHEN THE CURB BOX IS LOCATED WITHIN A HARD SURFACE AREA. INSTALL $\pm 1/8"$ LOWER THAN FINISHED SURFACE TO PREVENT A TRIP HAZARD. IF HIGH OR LOW AND WOULD CAUSE A TRIP HAZARD, THE PANEL WILL NEED REPLACED AND CURB BOX ADJUSTED. IF UNABLE TO ADJUST AN EXISTING CURB STOP, CONTACT THE CITY SEWER AND WATER DEPARTMENT FOR ASSISTANCE
NO EXPANSION MATERIAL OR PVC PIPE AROUND LID

USE NEENAH R-1976 OR EQUAL CASTING OVER PVC CLEANOUT WITHIN A HARD SURFACE AREA. INSTALL $\pm 1/8"$ LOWER THAN FINISHED SURFACE TO PREVENT A TRIP HAZARD. WORD 'SEWER' STAMPED ON LID.
NO EXPANSION MATERIAL OR PVC PIPE AROUND CASTING

NOTES:

1. 4" CLASS 'A' CONCRETE, 4,000 PSI OVER 4" COMPACTED No 53 CRUSHED/RECYCLED CONCRETE. LIMESTONE OR PROCESSED GRAVEL MAY BE USED IF CRUSHED/RECYCLED CONCRETE IS UNAVAILABLE WITH APPROVAL BY ENGINEERING DEPT.
2. RESTORE YARD AREAS WITH 4" OF CLEAN TOPSOIL, INDOT TYPE 'U' WITHOUT CLOVER, COVER WITH EROSION CONTROL BLANKET. LEAVE TOP SOIL SLIGHTLY LOWER THAN SIDEWALK AND DRIVE APPROACH FOR DRAINAGE. THE CONTRACTOR IS RESPONSIBLE TO ACHIEVE 70% EVEN COVERAGE
3. APPLY WHITE PIGMENT SEALER. APPLY A DOUBLE COAT OF SEALER FROM SEPT. 1 THROUGH MARCH 31 TO PROTECT AGAINST WINTER SALT
4. DEFECTS OR QUALITY ISSUES MAY REQUIRE SECTIONS OF THE SIDEWALK TO BE REMOVED AND RE-POURED. THE CITY REPRESENTATIVE SHALL DETERMINE IF SECTIONS OF THE SIDEWALK WILL NEED RE-POURED
5. A PRE-POUR AND POST-POUR INSPECTION IS REQUIRED FOR ACCEPTANCE OF THE SIDEWALK. CALL THE CITY ENGINEERING DEPARTMENT TO SCHEDULE AN INSPECTION AT (574) 534-2201 OR ONLINE, 48 HOUR NOTICE REQUIRED FOR SCHEDULING
6. IF UNABLE TO ADJUST WATER SERVICE OR VALVE BOX CONTACT THE CITY WATER & SEWER DEPARTMENT AT (574) 534-5306

SIDEWALK ADJACENT TO CONCRETE CURB

NOT TO SCALE

The City Of Goshen

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Office of Engineering

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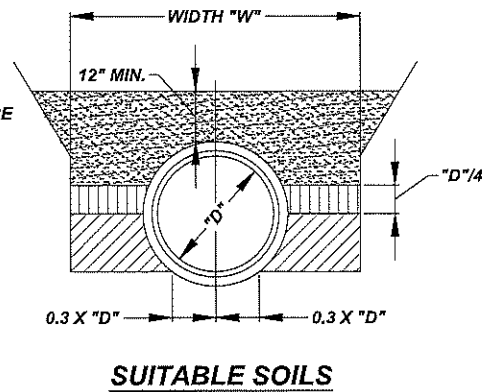
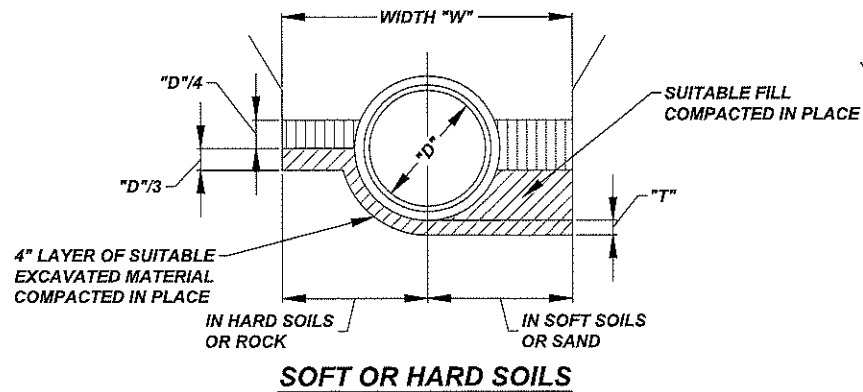
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CITY OF GOSHEN, INDIANA
STANDARD DETAIL

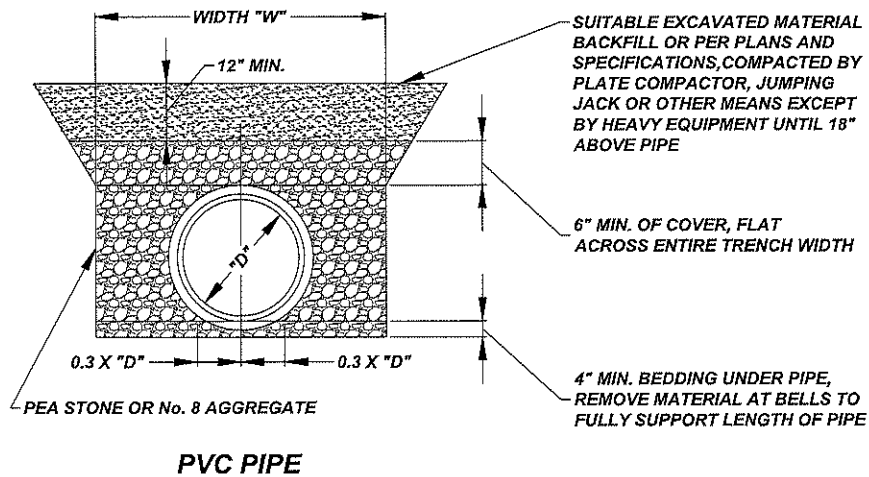
Drafted By: J. Hoffman
Approved By: D. Sailor, P.E.

Drawing Number:

RD-406



| MAX. TRENCH WIDTH AT TOP OF PIPE | |
|----------------------------------|-----------|
| DIA. "D" | WIDTH "W" |
| 6" | 18" |
| 8" | 24" |
| 10" | 24" |
| 12" | 30" |
| 15" | 36" |
| 18" | 39" |
| 21" | 42" |
| 24" | 45" |
| 27" | 48" |
| 30" | 53" |
| 36" | 66" |
| 42" | 75" |
| 48" | 82" |
| 72" | 120" |



| MIN. THICKNESS "T" | |
|--------------------|-----|
| TO 18" | 6" |
| TO 36" | 9" |
| OVER 36" | 12" |

NOTES:

- PIPE SHALL BE FIRMLY BEDDED ON UN-DISTURBED SOIL AS SHOWN IN SUITABLE SOILS DETAIL. IN THE EVENT THE SOIL CANNOT BE SHAPED, THE TRENCH SHALL BE EXCAVATED TO A GREATER DEPTH AND BACKFILLED WITH SELECTED FILL AND COMPACTED AS SHOWN IN SOFT OR HARD SOILS DETAIL. IN ALL CASES BELL HOLES SHALL BE PROVIDED SO THE PIPE BELL SUPPORTS NO WEIGHT
- COMPACTION WITHIN ROW - 95% MODIFIED PROCTOR TEST
COMPACTION OUTSIDE ROW - 95% STANDARD PROCTOR TEST

SEWER TRENCH, PIPE LAYING AND BEDDING

NOT TO SCALE

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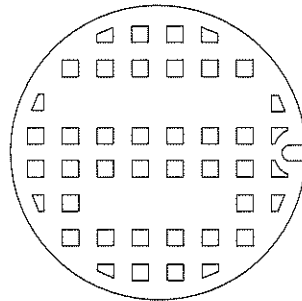
03/27/2025

CITY OF GOSHEN, INDIANA
STANDARD DETAIL

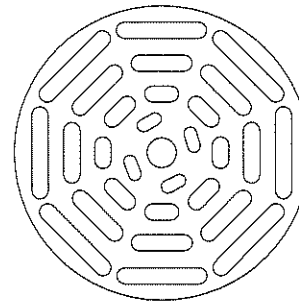
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Drawing Number:

SW-101



TYPE 'B' LID



TYPE 'D' LID

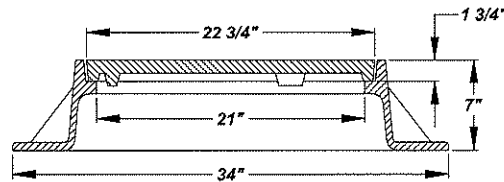
NOTES:

SOLID LID

1. NEENAH R-1772 W/ TYPE 'B' LID OR APPROVED EQUIVALENT
2. WORD 'STORM' OR 'SANITARY' ON LID

OPEN GRATE

1. NEENAH R-1772 W/ TYPE 'D' LID OR APPROVED EQUIVALENT
2. INCLUDE STREAM WARNING TEXT



ROUND FRAME AND CASTING

NOT TO SCALE

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CITY OF GOSHEN, INDIANA
STANDARD DETAIL

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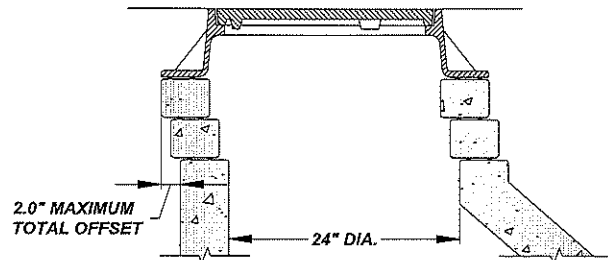
SW-104

INSTALL TOP OF CASTING 1/4"
BELOW FINISHED PAVEMENT

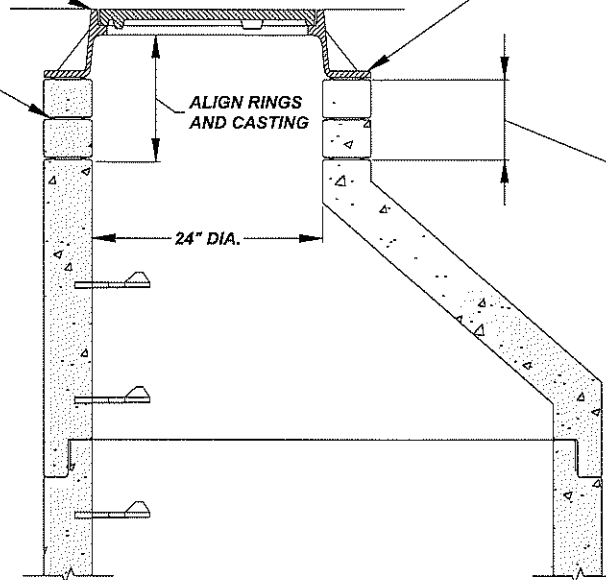
USE 1/4" ROLLED BUTYL MASTIC ROPE BETWEEN
STRUCTURE AND RINGS, ONE ALONG INSIDE AND
OUTSIDE EDGE. CASTING AND RINGS MUST BE
ALIGNED VERTICALLY AND HAVE NO CRACKS

USE 1/4" ROLLED BUTYL MASTIC ROPE BETWEEN
CASTING AND RING, ONE ALONG INSIDE AND OUTSIDE
EDGES WHEN POSSIBLE. FOR FINE ADJUSTMENT, A
NON-SHRINK RAPID SETTING MORTAR, SPEED CRETE
REDLINE OR SIMILAR APPROVED MATERIAL CAN BE
USED, MAXIMUM OF 2" THICKNESS. NO SHIMS, BRICK
OR CONCRETE UNDER CASTING

MAXIMUM 12" OF ADJUSTMENT, 2 OR FEWER
RINGS. 2" AND THICKER PRE-CAST RINGS ONLY.
BRICK STRUCTURE - IF THE TOP OF THE
STRUCTURE NEEDS REPAIRED OR REBUILT
BEYOND THE 12" MAXIMUM, THE ENGINEERING
DEPARTMENT WILL DETERMINE THE ACCEPTABLE
REPAIR UP TO AND INCLUDING REPLACEMENT
WITH A PRE-CAST CONCRETE STRUCTURE



MAXIMUM RING OFFSET ALLOWED
(MUST BE PRE-APPROVED TO ALLOW ADJUSTMENT)



CHIMNEY RECONSTRUCTION

NOT TO SCALE

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CITY OF GOSHEN, INDIANA
STANDARD DETAIL

Crafted By: J. Hoffman
Approved By: D. Sailor, P.E.

Drawing Number:

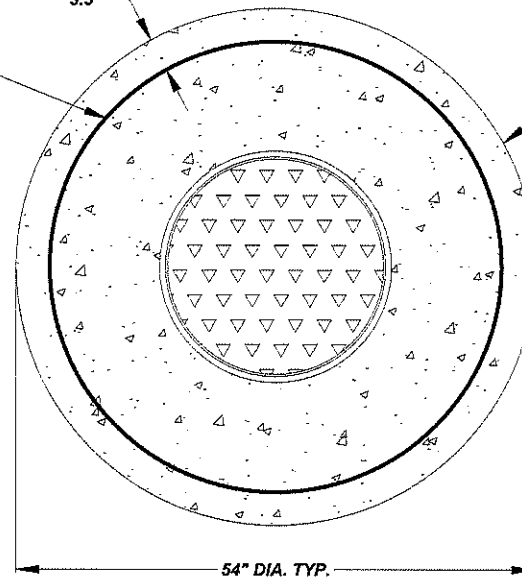
SW-109

No. 3 EPOXY COATED PRE-FORMED REBAR, THE CIRCULAR SHAPED REBARS SHALL HAVE A MIN. 6" OVERLAP AT JOINT

3.5"

LIMIT OF PAVEMENT REMOVAL, USE MR. MANHOLE OR SIMILAR MECHANICAL MEANS TO CUT ASPHALT PAVEMENT. NO STRAIGHT CUTS OR BOX AROUND CASTING ALLOWED

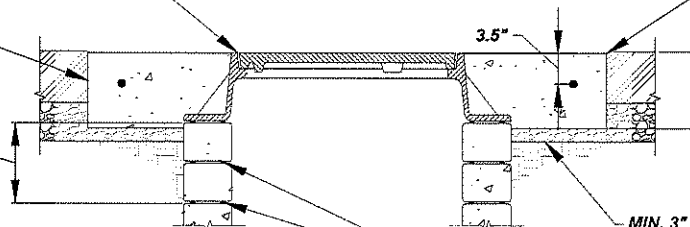
USE 1/4" ROLLED BUTYL MASTIC ROPE, APPLY TO INSIDE AND OUTSIDE EDGES OF ADJUSTING RINGS AND CASTINGS. FOR FINE ADJUSTMENT OF CASTING, A NON-SHRINK RAPID SETTING MORTAR, SPEED CRETE REDLINE OR SIMILAR APPROVED MATERIAL CAN BE USED IN PLACE OF MASTIC, MAXIMUM OF 2" THICKNESS. NO SHIMS, BRICK OR CONCRETE UNDER CASTING



54" DIA. TYP.

CLEAN VERTICAL ASPHALT FACE REQUIRED BEFORE PLACING CONCRETE

MAXIMUM 12" OF ADJUSTMENT, 2 OR FEWER RINGS. 2" AND THICKER PRE-CAST RINGS ONLY



INSTALL CASTING AND CONCRETE 1/4" BELOW FINISH PAVEMENT

MATCH EXISTING PAVEMENT DEPTH OR 6" MIN. THICKNESS, CLASS 'A' CONCRETE, 4,000 PSI. INSTALL CASTING AND CONCRETE 1/4" BELOW FINISHED PAVEMENT. APPLY BLACK OR GRAY COLOR TO WET SURFACE OF CONCRETE

MIN. 3" OF No. 53 CRUSHED/RECYCLED CONCRETE, COMPACTED

USE 1/4" ROLLED BUTYL MASTIC ROPE BETWEEN STRUCTURE AND RINGS, ONE ALONG INSIDE AND OUTSIDE EDGE. CASTING AND RINGS MUST BE ALIGNED VERTICALLY AND HAVE NO CRACKS. NO MORTAR OR CONCRETE BETWEEN RINGS ALLOWED

RESETTING CASTING IN PAVEMENT W/ CONCRETE RINGS

NOT TO SCALE

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Office of Engineering

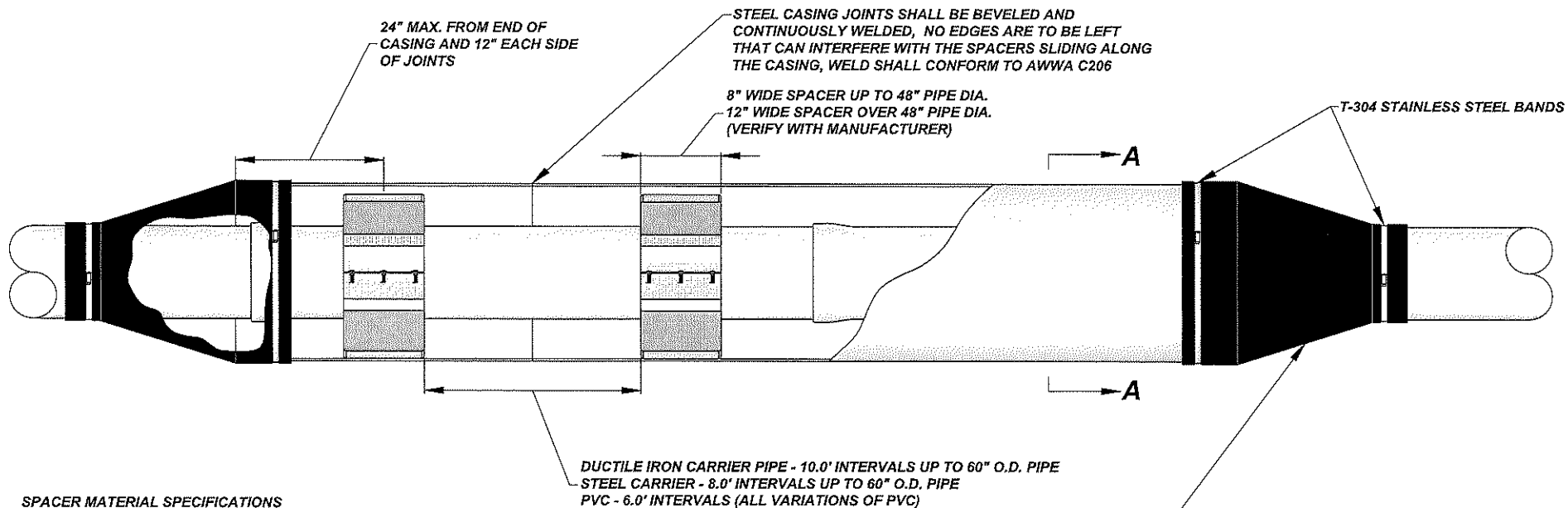
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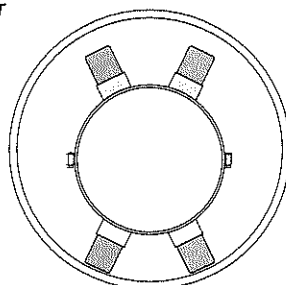
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| Created By: J. Hoffman | Approved By: D. Sailor, P.E. |
| Drawing Number: SW-110 | |



SPACER MATERIAL SPECIFICATIONS

1. SHELL - MINIMUM 14 GAUGE T-304 STAINLESS STEEL. ALL SURFACES ARE FULLY CHEMICALLY PASSIVATED. FLANGES ARE RIBBED FOR STRENGTH
2. RISERS - MAXIMUM 10 GAUGE T-304 STAINLESS STEEL, REINFORCED 6" AND OVER IN HEIGHT
3. FASTENERS - 5/16 - 18 T-304 STAINLESS STEEL
4. LINER - PVC, 0.90 THICK, 85-90 DUROMETER (ASTM D1706 - 61T) MAX. CONSTANT OPERATING TEMPERATURE - 150 DEGREES (F) ELECTRICAL PROPERTIES - (ASTM - D149 - 61) 1380 V/min. RESISTANCE - SALT SPRAY (ASTM - B117) EXCELLENT - ACIDS GOOD
5. RUNNERS - ULTRA HIGH MOLECULAR WEIGHT POLYETHYLENE LOW COEFFICIENT OF FRICTION HIGH RESISTANCE TO ABRASION AND SLIDING WEAR TOUGHNESS UNDER IMPACT LOW DEFLECTION UNDER COMPRESSION DIELECTRIC INSULATION

CASCADE CASING SPACERS MODEL CCS AS MANUFACTURED BY
CASCADE WATERWORKS MFG. OR APPROVED EQUAL



SECTION A-A

SEWER CASING

NOT TO SCALE

NOTES:

1. SUBMIT SHOP DRAWINGS TO THE CITY ENGINEERING DEPARTMENT FOR APPROVAL
2. ALL CHANGES TO MATERIALS OR MODIFICATIONS TO PLANS MUST BE PRE-APPROVED BY THE CITY ENGINEERING DEPARTMENT
3. RECORD DRAWING SHALL INCLUDE ELEVATION AT EACH END OF THE PIPE AND CASING, LOCATION OF EACH OF THE CASING, CASING LENGTH, SIZE, TYPE, A PROFILE DRAWING OF THE CASING CONTAINING THE ABOVE INFORMATION. INCLUDE ANY SPECIAL CONDITIONS OR NOTES

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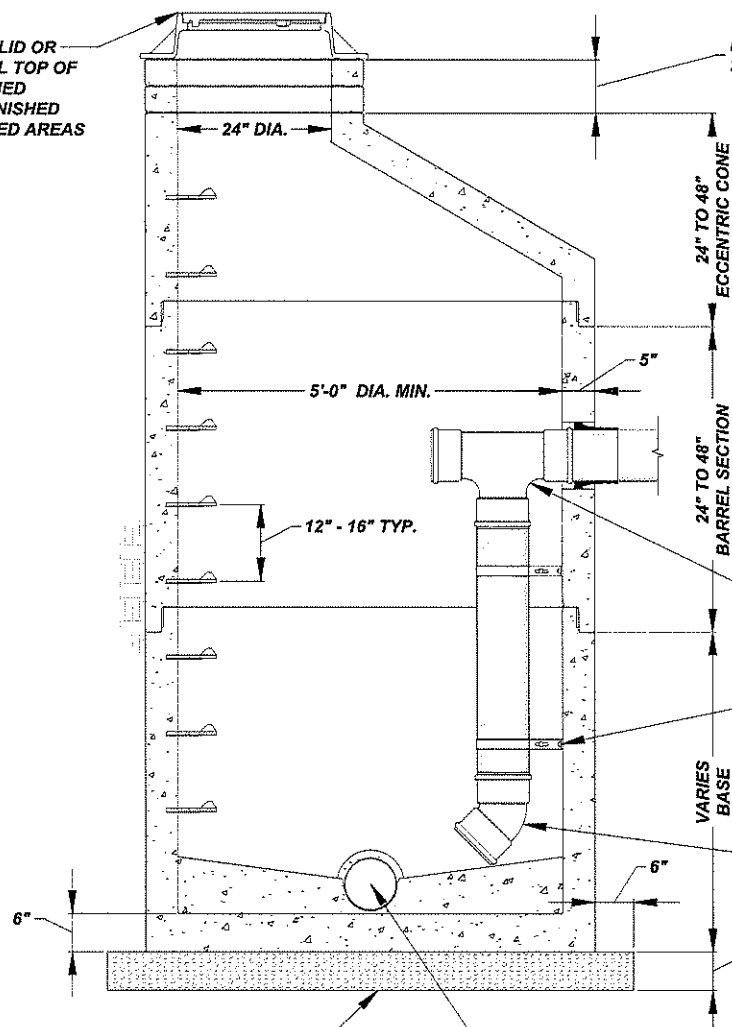
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CITY OF GOSHEN, INDIANA
STANDARD DETAIL

Crafted By: J. Hoffman
Approved By: D. Sailor, P.E.
Drawing Number:
SW-123

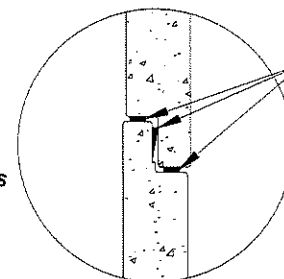
NEENAH R-1772 W/ TYPE 'B' LID OR APPROVED EQUAL. INSTALL TOP OF CASTING 1/4" BELOW FINISHED PAVEMENT. FLUSH WITH FINISHED GRADE IN YARD/LANDSCAPED AREAS

MAXIMUM 12" OF ADJUSTMENT, 2 OR FEWER RINGS. 2" AND THICKER PRE-CAST RINGS ONLY



NOTE:

1. ALL STRUCTURES MUST BE INSPECTED BY A CITY REPRESENTATIVE PRIOR TO INSTALLATION. STRUCTURES WILL BE REJECTED IF REINFORCING STEEL IS EXPOSED, EXCESSIVE VOIDS ARE OBSERVED IN THE CONCRETE, DAMAGE TO CONCRETE EDGES BETWEEN SECTIONS AND ANY OTHER ITEM THAT MAY COMPROMISE THE STRUCTURE
2. SEE DETAIL SW-201 FOR ADDITIONAL STRUCTURE INFORMATION



SECTIONS MAY BE SEALED WITH THE MANUFACTURER'S SUPPLIED GASKET OR MASTIC PLACED ON THE UPPER AND LOWER EDGES OF STRUCTURE

No. 8 AGGREGATE, MAYBE ELIMINATED BY ENGINEER IF CONDITIONS DO NOT WARRANT THE 6" OF BASE MATERIAL

BOOTS REQUIRED FOR ALL SANITARY PIPE CONNECTIONS. AN INVERT INSTALLED IN THE FIELD MUST BE CORED. SEAL THE GAP BETWEEN THE PIPE AND BOOT WITH A NON-SHRINK RAPID SETTING MORTAR, SPEED CRETE RED LINE OR APPROVED. EXTEND PIPE 6" BEYOND INSIDE WALL FACE IF ABOVE PRECAST INVERT AND BENCH

SEWER INTERIOR DROP MANHOLE (TYPE C) - CONE W/ MANHOLE CASTING

NOT TO SCALE

The City Of Goshen
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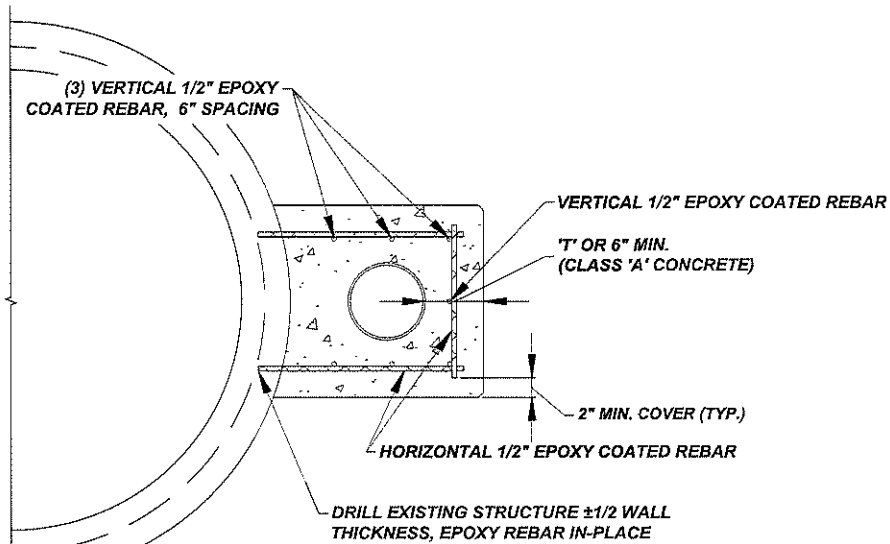
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CITY OF GOSHEN, INDIANA
STANDARD DETAIL

Drafted By: J. Hoffman
Approved By: D. Sailor, P.E.
Drawing Number: **SW-203**

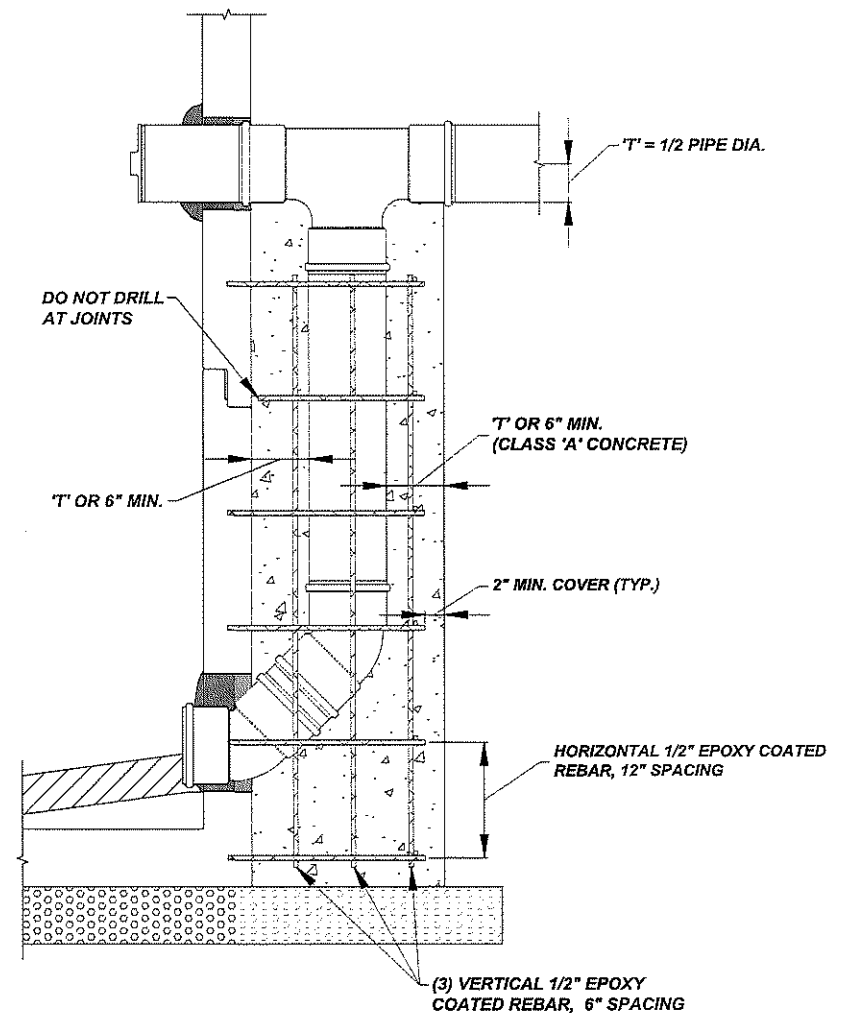
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SW-204



PLAN VIEW

EXTERIOR DROP MANHOLE REINFORCEMENT DETAIL



SECTION VIEW

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CITY OF GOSHEN, INDIANA
STANDARD DETAIL

PAGE 2 OF 2

| | |
|----------------------------------|---------------------------------|
| Drafted By: J. Hoffman | Approved By: D. Saffor, P.E. |
| Drawing Number: SW-204 | |

NEENAH R-3070 W/ TYPE 'R' OR 'V' GRATE OR APPROVED EQUAL

USE 1/4" ROLLED MASTIC ROPE BETWEEN CASTING AND RING, ONE ALONG INSIDE AND OUTSIDE EDGES WHEN POSSIBLE. FOR FINE ADJUSTMENT, A NON-SHRINK RAPID SETTING MORTAR, SPEED CRETE REDLINE OR SIMILAR APPROVED MATERIAL CAN BE USED, MAXIMUM OF 2" THICKNESS. NO SHIMS, BRICK OR CONCRETE UNDER CASTING

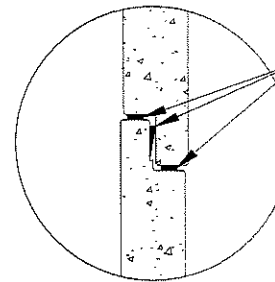
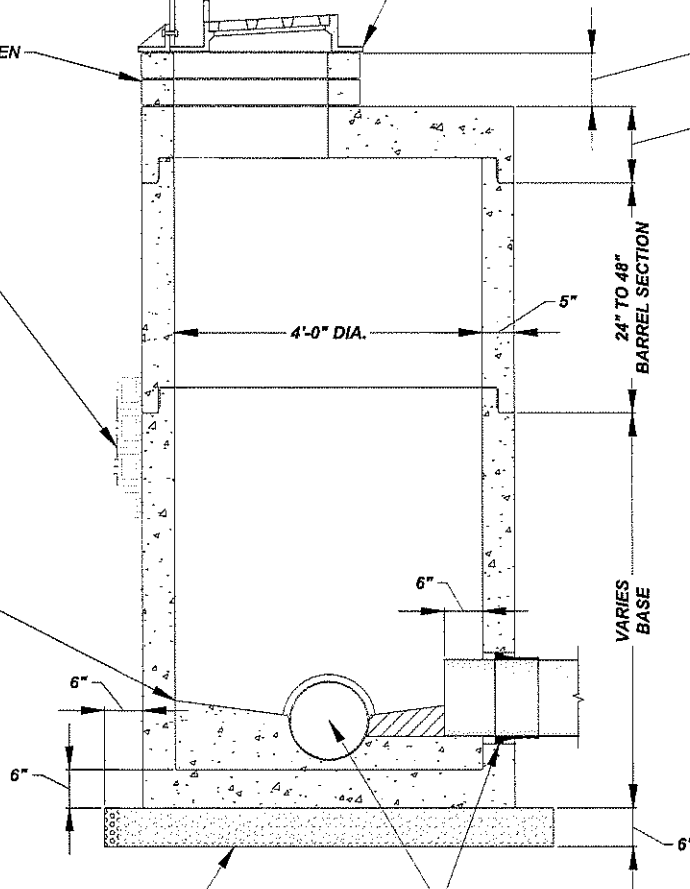
USE 1/4" ROLLED MASTIC ROPE BETWEEN STRUCTURE AND RINGS, ONE ALONG INSIDE AND OUTSIDE EDGE. CASTING AND RINGS MUST BE ALIGNED VERTICALLY AND HAVE NO CRACKS

MAXIMUM 12" OF ADJUSTMENT, 2 OR FEWER RINGS. 2" AND THICKER PRE-CAST RINGS ONLY

12" FLAT TOP

BACKFILL WITH B-BORROW OR APPROVED CLEAN SPOILS. COMPACT IN PROPER LIFTS BY MECHANICAL MEANS. IF UNABLE TO COMPACT BY MECHANICAL MEANS, PLACE No. 8 FEA GRAVEL BETWEEN EXCAVATION WALL AND STRUCTURE

PRECAST INVERT AND BENCH



SECTIONS MAY BE SEALED WITH THE MANUFACTURER'S SUPPLIED GASKET OR MASTIC PLACED ON THE UPPER AND LOWER EDGES OF STRUCTURE

NOTE:

1. ALL STRUCTURES MUST BE INSPECTED BY A CITY REPRESENTATIVE PRIOR TO INSTALLATION. STRUCTURES WILL BE REJECTED IF REINFORCING STEEL IS EXPOSED, EXCESSIVE VOIDS ARE OBSERVED IN THE CONCRETE, DAMAGE TO CONCRETE EDGES BETWEEN SECTIONS AND ANY OTHER ITEM THAT MAY COMPROMISE THE STRUCTURE

No. 8 AGGREGATE, MAYBE ELIMINATED BY ENGINEER IF CONDITIONS DO NOT WARRANT THE 6" OF BASE MATERIAL

BOOTS ARE NOT REQUIRED FOR STORM PIPE CONNECTIONS. SEAL GAP BETWEEN THE PIPE/STRUCTURE OR INSIDE OF BOOT WITH A NON-SHRINK RAPID SETTING MORTAR, SPEED CRETE RED LINE OR APPROVED. EXTEND STORM PIPE 6" BEYOND INSIDE WALL FACE. AN INVERT INSTALLED IN THE FIELD MUST BE CORED, NO HAND CUT INVERTS ALLOWED

SEWER MANHOLE (TYPE H) - FLAT TOP W/ CURB CASTING

NOT TO SCALE

The City Of Goshen
Department of Public Works & Safety
Office of Engineering

204 East Jefferson, Suite 1 Street, Goshen, Indiana 46528
Phone: 574-534-2201 Fax: 574-533-8626
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Date Approved By The City Of Goshen Board Of Public Works & Safety and Approved Revisions

03/27/2025

CITY OF GOSHEN, INDIANA
STANDARD DETAIL

Crafted By: J. Hoffman
Approved By: D. Sailor, P.E.

Drawing Number:

SW-208

**USE 1/4" ROLLED MASTIC ROPE BETWEEN
STRUCTURE AND RINGS, ONE ALONG
INSIDE AND OUTSIDE EDGE. CASTING
AND RINGS MUST BE ALIGNED
VERTICALLY AND HAVE NO CRACKS
(2.0" MAXIMUM HORIZONTAL OFFSET
ALLOWED IF PRE-APPROVED)**

USE 1/4" ROLLED MASTIC ROPE BETWEEN CASTING AND RING, ONE ALONG INSIDE AND OUTSIDE EDGES WHEN POSSIBLE. FOR FINE ADJUSTMENT, A NON-SHRINK RAPID SETTING MORTAR, SPEED CRETE REDLINE OR SIMILAR APPROVED MATERIAL CAN BE USED, MAXIMUM OF 2" THICKNESS. NO SHIMS, BRICK OR CONCRETE UNDER CASTING

**MAXIMUM 12" OF ADJUSTMENT, 2 OR FEWER RINGS.
2" AND THICKER PRE-CAST RINGS ONLY**

12" FLAT TOP

BACKFILL WITH B-BORROW OR APPROVED CLEAN SPOILS. COMPACT IN PROPER LIFTS BY MECHANICAL MEANS. IF UNABLE TO COMPACT BY MECHANICAL MEANS, PLACE No. 8 PEA GRAVEL BETWEEN EXCAVATION WALL AND STRUCTURE

SECTIONS MAY BE SEALED WITH THE MANUFACTURER'S SUPPLIED GASKET OR MASTIC PLACED ON THE UPPER AND LOWER EDGES OF STRUCTURE

NOTE:

1. ALL STRUCTURES MUST BE INSPECTED BY A CITY REPRESENTATIVE PRIOR TO INSTALLATION. STRUCTURES WILL BE REJECTED IF REINFORCING STEEL IS EXPOSED, EXCESSIVE VOIDS ARE OBSERVED IN THE CONCRETE, DAMAGE TO CONCRETE EDGES BETWEEN SECTIONS AND ANY OTHER ITEM THAT MAY COMPROMISE THE STRUCTURE

**No. 8 AGGREGATE, MAYBE ELIMINATED BY ENGINEER IF -----
CONDITIONS DO NOT WARRANT THE 6" OF BASE MATERIAL.**

BOOTS ARE NOT REQUIRED FOR STORM PIPE CONNECTIONS. SEAL GAP BETWEEN THE PIPE/STRUCTURE OR INSIDE OF BOOT WITH A NON-SHRINK RAPID SETTING MORTAR, SPEED CRETE RED LINE OR APPROVED. EXTEND STORM PIPE 6" BEYOND INSIDE WALL FACE. AN INVERT INSTALLED IN THE FIELD MUST BE CORED, NO HAND CUT INVERTS ALLOWED

SEWER CATCH BASIN (TYPE K) - FLAT TOP W/ CURB CASTING

NOT TO SCALE

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CITY OF GOSHEN, INDIANA
STANDARD DETAIL

| | |
|----------------------------------|---------------------------------|
| Drafted By: J. Hoffman | Approved By: D. Sailor, P.E. |
| Drawing Number: SW-211 | |

NEENAH R-3070 W/ TYPE 'R' OR 'V' GRATE OR APPROVED EQUAL

USE 1/4" ROLLED MASTIC ROPE BETWEEN STRUCTURE AND RINGS, ONE ALONG INSIDE AND OUTSIDE EDGE. CASTING AND RINGS MUST BE ALIGNED VERTICALLY AND HAVE NO CRACKS (2.0" MAXIMUM HORIZONTAL OFFSET ALLOWED IF PRE-APPROVED)

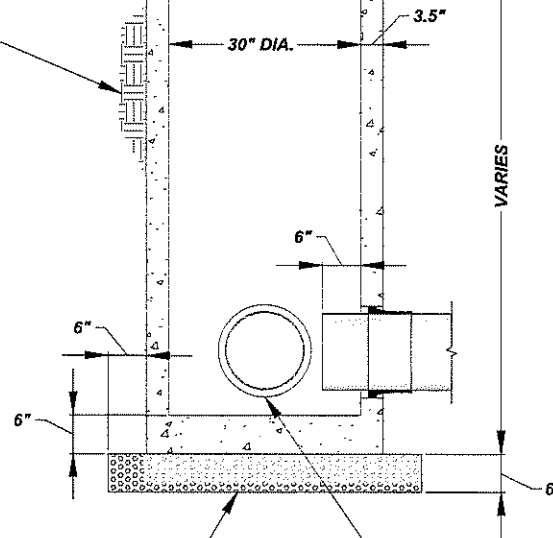
BACKFILL WITH B-BORROW OR APPROVED CLEAN SPOILS. COMPACT IN PROPER LIFTS BY MECHANICAL MEANS. IF UNABLE TO COMPACT BY MECHANICAL MEANS, PLACE No. 8 PEA GRAVEL BETWEEN EXCAVATION WALL AND STRUCTURE

USE 1/4" ROLLED MASTIC ROPE BETWEEN CASTING AND RING, ONE ALONG INSIDE AND OUTSIDE EDGES WHEN POSSIBLE. FOR FINE ADJUSTMENT, A NON-SHRINK RAPID SETTING MORTAR, SPEED CRETE REDLINE OR SIMILAR APPROVED MATERIAL CAN BE USED, MAXIMUM OF 2" THICKNESS. NO SHIMS, BRICK OR CONCRETE UNDER CASTING

MAXIMUM 12" OF ADJUSTMENT, 2 OR FEWER RINGS. 2" AND THICKER PRE-CAST RINGS ONLY

NOTES:

1. ALL STRUCTURES MUST BE INSPECTED BY A CITY REPRESENTATIVE PRIOR TO INSTALLATION. STRUCTURES WILL BE REJECTED IF REINFORCING STEEL IS EXPOSED, EXCESSIVE VOIDS ARE OBSERVED IN THE CONCRETE, DAMAGE TO CONCRETE EDGES BETWEEN SECTIONS AND ANY OTHER ITEM THAT MAY COMPROMISE THE STRUCTURE
2. 30" DIA. STRUCTURE SUITABLE UP TO A SINGLE 15" DIA. PIPE
3. 30" DIA. STRUCTURE SUITABLE UP TO TWO 12" DIA. PIPES AT 90° TO EACH OTHER
4. PIPES LARGER THAN 15" DIA. REQUIRE A SEWER MANHOLE STRUCTURE



No. 8 AGGREGATE, MAYBE ELIMINATED BY ENGINEER IF CONDITIONS DO NOT WARRANT THE 6" OF BASE MATERIAL

BOOTS ARE NOT REQUIRED FOR STORM PIPE CONNECTIONS. SEAL GAP BETWEEN THE PIPE/STRUCTURE OR INSIDE OF BOOT WITH A NON-SHRINK RAPID SETTING MORTAR, SPEED CRETE RED LINE OR APPROVED. EXTEND STORM PIPE 6" BEYOND INSIDE WALL FACE. AN INVERT INSTALLED IN THE FIELD MUST BE CORED, NO HAND CUT INVERTS ALLOWED

SEWER INLET (TYPE N) - CURB CASTING

NOT TO SCALE

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03/27/2025

CITY OF GOSHEN, INDIANA
STANDARD DETAIL

Drafted By: J. Hoffman
Approved By: D. Sailor, P.E.

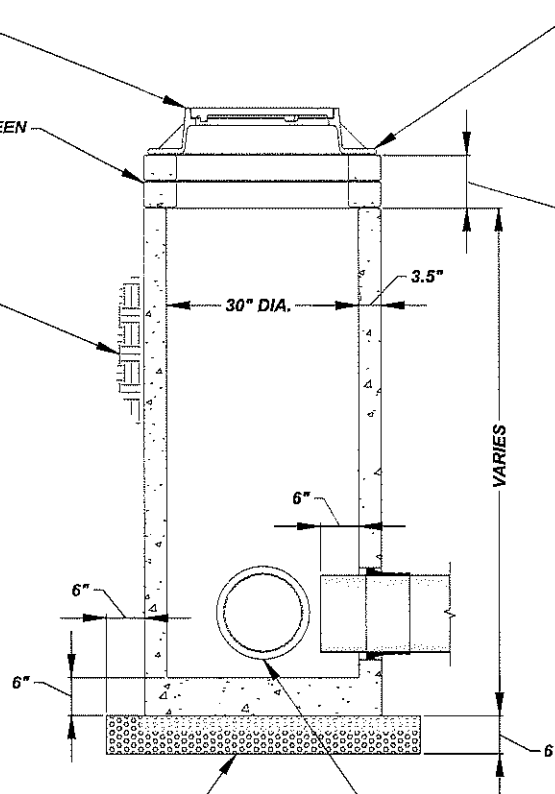
Drawing Number:

SW-214

NEENAH R-1772 W/ TYPE 'D' LID
OR APPROVED EQUAL. INSTALL
TOP OF CASTING 1/4" BELOW
FINISHED PAVEMENT

USE 1/4" ROLLED MASTIC ROPE BETWEEN
STRUCTURE AND RINGS, ONE ALONG
INSIDE AND OUTSIDE EDGE. CASTING
AND RINGS MUST BE ALIGNED
VERTICALLY AND HAVE NO CRACKS
(2.0" MAXIMUM HORIZONTAL OFFSET
ALLOWED IF PRE-APPROVED)

BACKFILL WITH B-BORROW OR
APPROVED CLEAN SPOILS.
COMPACT IN PROPER LIFTS BY
MECHANICAL MEANS. IF UNABLE TO
COMPACT BY MECHANICAL MEANS,
PLACE No. 8 PEA GRAVEL BETWEEN
EXCAVATION WALL AND STRUCTURE



USE 1/4" ROLLED MASTIC ROPE BETWEEN
CASTING AND RING, ONE ALONG INSIDE AND
OUTSIDE EDGES WHEN POSSIBLE. FOR FINE
ADJUSTMENT, A NON-SHRINK RAPID SETTING
MORTAR, SPEED CRETE REDLINE OR SIMILAR
APPROVED MATERIAL CAN BE USED, MAXIMUM
OF 2" THICKNESS. NO SHIMS, BRICK OR
CONCRETE UNDER CASTING

MAXIMUM 12" OF ADJUSTMENT, 2 OR FEWER RINGS.
2" AND THICKER PRE-CAST RINGS ONLY

NOTES:

1. ALL STRUCTURES MUST BE INSPECTED BY A CITY REPRESENTATIVE PRIOR TO INSTALLATION. STRUCTURES WILL BE REJECTED IF REINFORCING STEEL IS EXPOSED, EXCESSIVE VOIDS ARE OBSERVED IN THE CONCRETE, DAMAGE TO CONCRETE EDGES BETWEEN SECTIONS AND ANY OTHER ITEM THAT MAY COMPROMISE THE STRUCTURE
2. 30" DIA. STRUCTURE SUITABLE UP TO A SINGLE 15" DIA. PIPE
3. 30" DIA. STRUCTURE SUITABLE UP TO TWO 12" DIA. PIPES AT 90° TO EACH OTHER
4. PIPES LARGER THAN 15" DIA. REQUIRE A SEWER MANHOLE OR CATCH BASIN

No. 8 AGGREGATE, MAYBE ELIMINATED BY ENGINEER IF
CONDITIONS DO NOT WARRANT THE 6" OF BASE MATERIAL

BOOTS ARE NOT REQUIRED FOR STORM PIPE CONNECTIONS. SEAL GAP BETWEEN THE PIPE/STRUCTURE OR INSIDE OF BOOT WITH A NON-SHRINK RAPID SETTING MORTAR, SPEED CRETE RED LINE OR APPROVED. EXTEND STORM PIPE 6" BEYOND INSIDE WALL FACE. AN INVERT INSTALLED IN THE FIELD MUST BE CORED, NO HAND CUT INVERTS ALLOWED

SEWER INLET (TYPE O) - FLAT CASTING

NOT TO SCALE

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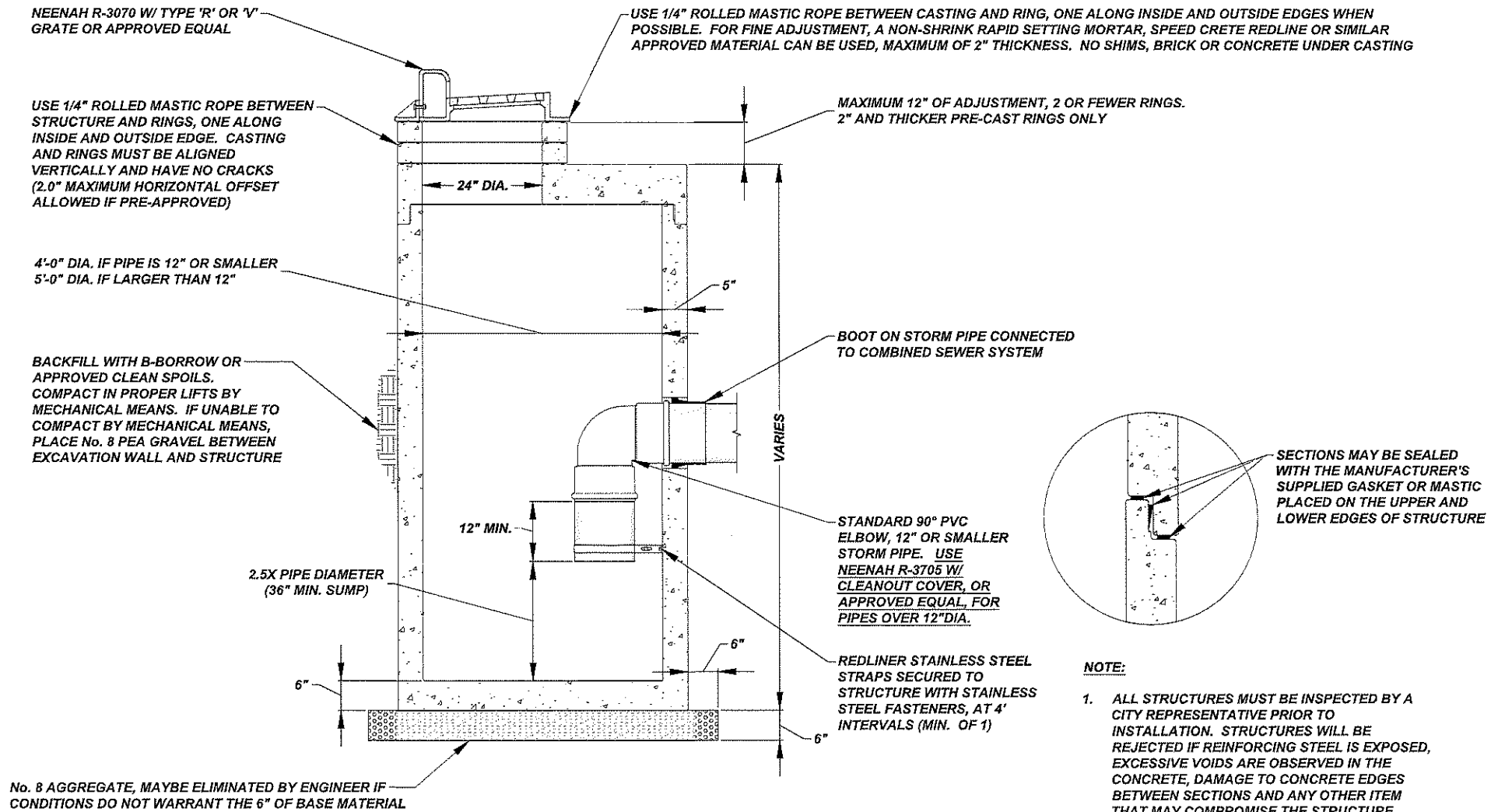
03/27/2025

CITY OF GOSHEN, INDIANA
STANDARD DETAIL

Created By: J. Hoffman
Approved By: D. Sailor, P.E.

Drawing Number:

SW-215



SEWER CATCH BASIN (TYPE P) - COMBINED SEWER 90° ELBOW

NOT TO SCALE

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CITY OF GOSHEN, INDIANA
STANDARD DETAIL

Drafted By: J. Hoffman
Approved By: D. Sallor, P.E.
Drawing Number: **SW-216**

NEENAH R-1772 W/ TYPE 'B' LID OR APPROVED EQUAL. INSTALL TOP OF CASTING 1/4" BELOW FINISHED PAVEMENT. FLUSH WITH FINISHED GRADE IN YARD/LANDSCAPED AREAS

USE 1/4" ROLLED BUTYL MASTIC ROPE BETWEEN STRUCTURE AND RINGS, ONE ALONG INSIDE AND OUTSIDE EDGE. CASTING AND RINGS MUST BE ALIGNED VERTICALLY AND HAVE NO CRACKS (2.0" MAXIMUM HORIZONTAL OFFSET ALLOWED IF PRE-APPROVED)

PRE-CAST REINFORCED CONCRETE MANHOLE PER ASTM C-478

12" MIN.

24" DIA.

USE 1/4" ROLLED MASTIC ROPE BETWEEN CASTING AND RING, ONE ALONG INSIDE AND OUTSIDE EDGES WHEN POSSIBLE. FOR FINE ADJUSTMENT, A NON-SHRINK RAPID SETTING MORTAR, SPEED CRETE REDLINE OR SIMILAR APPROVED MATERIAL CAN BE USED, MAXIMUM OF 2" THICKNESS. NO SHIMS, BRICK OR CONCRETE UNDER CASTING

MAXIMUM 12" OF ADJUSTMENT, 2 OR FEWER RINGS. 2" AND THICKER PRE-CAST RINGS ONLY

24" TO 48" ECCENTRIC CONE

SEE CASING DETAIL

OFF SET CASING TO ALLOW FOR ACCESS AND CLEANING OF STRUCTURE

PLAN VIEW

SEE NOTE 3 FOR CASING MATERIAL

BACKFILL WITH B-BORROW OR APPROVED CLEAN SPOILS. COMPACT PER CURRENT CITY STANDARDS. IF UNABLE TO COMPACT BY MECHANICAL MEANS, PLACE No. 8 PEA GRAVEL BETWEEN EXCAVATION WALL AND STRUCTURE

PRECAST INVERT AND BENCH

VARIES

5"

PLACE SOLID CONCRETE BRICK UNDER EACH END FOR SUPPORT AND FILL VOID AROUND PIPE WITH PEA STONE

CORE AND BOOT STRUCTURE

NOTES:

1. ALL STRUCTURES MUST BE INSPECTED BY A CITY REPRESENTATIVE PRIOR TO INSTALLATION. STRUCTURES WILL BE REJECTED IF REINFORCING STEEL IS EXPOSED, EXCESSIVE VOIDS ARE OBSERVED IN THE CONCRETE, DAMAGE TO CONCRETE EDGES BETWEEN SECTIONS AND ANY OTHER ITEM THAT MAY COMPROMISE THE STRUCTURE
2. NO CARRIER PIPE JOINTS PERMITTED WITHIN CASING. CENTER FULL CARRIER PIPE SECTION WITHIN CASING
3. CASING MATERIAL
SANITARY STRUCTURE: C-900, PRESSURE CLASS 305 OR EPOXY COATED STEEL OR DIP
STORM STRUCTURE: DIP CL50 OR SCH40 STEEL

VARIES BASE

6"

6"

No. 8 AGGREGATE, MAYBE ELIMINATED BY ENGINEER IF CONDITIONS DO NOT WARRANT THE 6" OF BASE MATERIAL

UTILITY CONFLICT STRUCTURE (TYPE Q)

NOT TO SCALE

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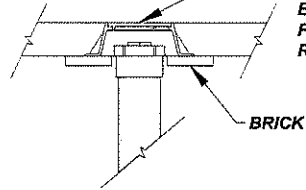
CITY OF GOSHEN, INDIANA
STANDARD DETAIL

Drafted By: J. Hoffman
Approved By: D. Sailor, P.E.
Drawing Number: SW-217

2 - 2" INSULATION BOARD TO BE CLOSED CELL (36" WIDE), EXTRUDED POLYSTYRENE FOAM MEETING ASTM 578, TYPE VI, 40 PSI COMPRESSING STRENGTH (ASTM D1621) 0.1% MAX. WATER ABSORPTION (ASTM C272)

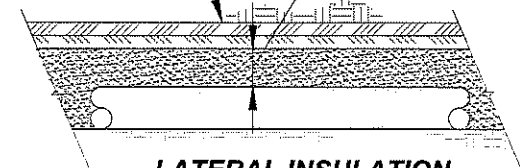
6" NO. 8 PEA STONE OR AGGREGATE, MIN. 18'

CLEANOUTS LOCATED WITHIN A HARD SURFACE AREA MUST HAVE A CASTING. INSTALL $\pm 1/8"$ LOWER THAN FINISHED SURFACE TO PREVENT A TRIP HAZARD. NO EXPANSION MATERIAL OR PVC PIPE AROUND CASTING, PLACE RELIEF SAW CUTS AT CASTING TO PREVENT RANDOM CRACKING



BRICK

CLEANOUT CASTING (NEENAH R-1976 OR APPROVED EQUAL)



LATERAL INSULATION (LESS THAN 36" OF COVER)

INSTALL CLEANOUT 12" INSIDE THE RIGHT OF WAY IF CONNECTING TO AN EXISTING LATERAL, LOCATION MAY BE MODIFIED TO AVOID SIDEWALKS IF APPROVED

INSTALL CLEANOUT 12" OUTSIDE THE RIGHT OF WAY AND/OR UTILITY EASEMENT FOR NEWLY INSTALLED SANITARY SYSTEMS

THREADED CAP, SET FLUSH WITH FINISH GRADE

INSTALL LATERAL AT DEEPEST POSSIBLE DEPTH WITHIN ROW FROM SEWER MAIN TO CLEANOUT

6" SDR-35 PVC LATERAL AT A MINIMUM 0.60% SLOPE WITH 6" OF PEA STONE OR No. 8 AGGREGATE OVER THE LATERAL WITHIN RIGHT OF WAY. BACKFILL AND COMPACT PER CURRENT CITY STANDARDS

45° OR 22.5° PVC FITTING AS REQUIRED

5.0' MINIMUM FROM BUILDING FOUNDATION IF NOT PLACED AT RIGHT OF WAY. CITY OF GOSHEN ENGINEERING DEPARTMENT TO APPROVE LOCATION OF CLEANOUT OUTSIDE THE ROW

CLEANOUT SIZE TO MATCH SERVICE LINE SIZE

5.0' MINIMUM WITHIN ROW

12" MIN.

SEE DETAIL SW-403

CONNECTED TO EXISTING LATERAL WITH SHIELDED COUPLER. INSTALL A WATERTIGHT CAP IF LATERAL IS ONLY STUBBED FOR FUTURE CONNECTION, PLACE A 4" X 4" VERTICAL TIMBER PAINTED GREEN AT THE END OF THE LATERAL TO MARK LOCATION. EXTEND 24" ABOVE GROUND

PLACE ON APPROVED COMPACTED NATIVE MATERIAL UNLESS UNSUITABLE, THEN PLACE 4" OF PEA STONE OR No. 8 AGGREGATE BEDDING UNDER LENGTH OF PIPE

6" X 6" X 6" DOUBLE SWEEP CLEANOUT

PVC SWEEPING WYE AT MAIN, NO TEES ALLOWED UNLESS SEWER SADDLE CONNECTION IS REQUIRED, SEE SADDLE DETAIL

SEWER LATERAL W/ CLEANOUT

NOT TO SCALE

The City Of Goshen
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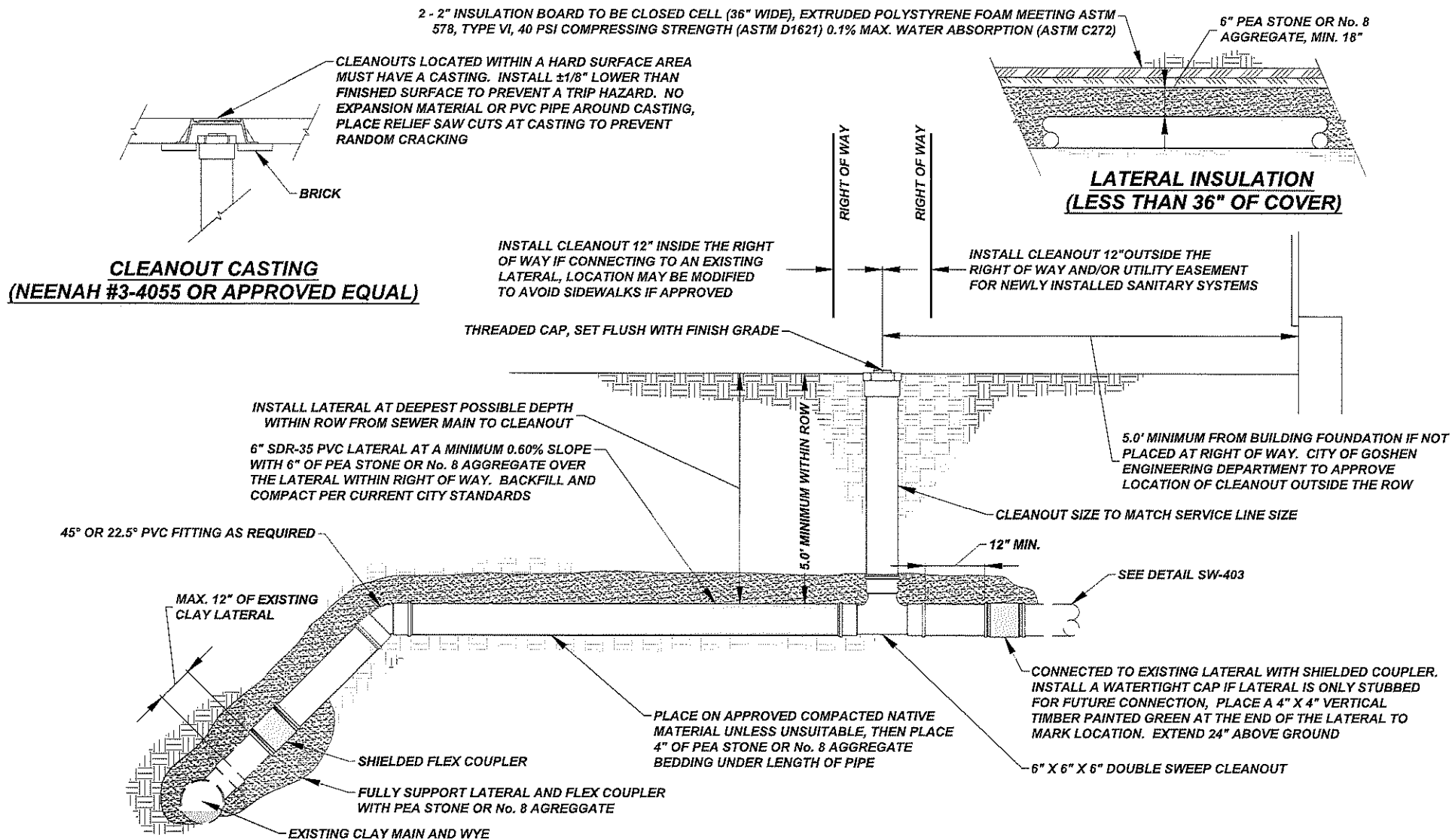
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CITY OF GOSHEN, INDIANA
STANDARD DETAIL

Crafted By: J. Hoffman
Approved By: D. Sailor, P.E.

Drawing Number:

SW-401



SEWER LATERAL REPLACEMENT AT EXISTING TAP

NOT TO SCALE

The City Of Goshen
Department of Public Works & Safety
Office of Engineering

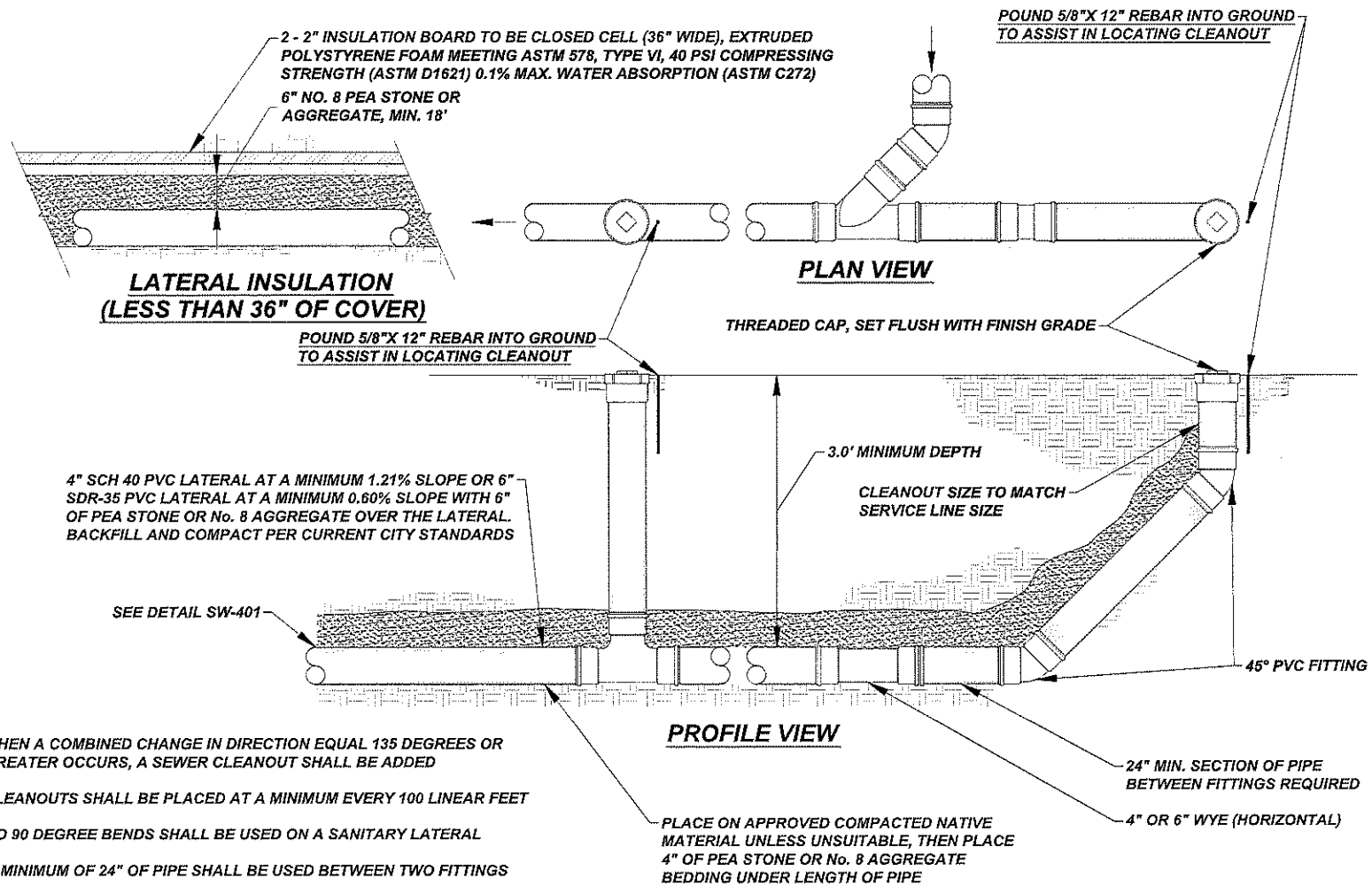
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**CITY OF GOSHEN, INDIANA
STANDARD DETAIL**

Drafted By: J. Hoffman
Approved By: D. Sailor, P.E.
Drawing Number: **SW-402**



NOTES:

1. WHEN A COMBINED CHANGE IN DIRECTION EQUAL 135 DEGREES OR GREATER OCCURS, A SEWER CLEANOUT SHALL BE ADDED
2. CLEANOUTS SHALL BE PLACED AT A MINIMUM EVERY 100 LINEAR FEET
3. NO 90 DEGREE BENDS SHALL BE USED ON A SANITARY LATERAL
4. A MINIMUM OF 24" OF PIPE SHALL BE USED BETWEEN TWO FITTINGS

SEWER LATERAL OUTSIDE RIGHT-OF-WAY

NOT TO SCALE

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CITY OF GOSHEN, INDIANA
STANDARD DETAIL

Drafted By: J. Hoffman
 Approved By: D. Sailor, P.E.
 Drawing Number: **SW-403**

IN THE EVENT THERE IS AN EXISTING HORIZONTAL UTILITY CONFLICT, MAINTAIN 10.0' MINIMUM HORIZONTAL SEPARATION UNTIL IDENTIFIED POINT OF RECONNECTION

PVC SEWER LATERAL, SEE DETAIL

EXISTING WATER SERVICE

EXISTING SEWER LATERAL (REMOVE WITHIN ROW)

6" X 6" X 6" DOUBLE SWEEP CLEANOUT WITH THREADED CAP, TOP SET AT FINISH GRADE. INSTALL EVERY 100' ALONG LATERAL

RIGHT OF WAY

CONNECTED TO EXISTING LATERAL WITH SHIELDED FLEXIBLE COUPLER

45° OR 22.5° PVC FITTING AS REQUIRED

PLAN VIEW

MATCH TO EXISTING PIPE DEPTH

INSTALL LATERAL AT DEEPEST POSSIBLE DEPTH WITHIN ROW. MATCH EXISTING LATERAL AT ROW

DO NOT TRANSITION DEPTH TO MATCH EXISTING SEWER LATERAL DEPTH UNTIL PIPE IS EXTENDED OUTSIDE THE PAVEMENT LIMITS

NOTES:

1. THE LAYOUT SHOWN IS FOR SITUATIONS WHERE SEPARATION FROM WATER SERVICE IS REQUIRED OR IF THE EXISTING LATERAL CANNOT BE CONNECTED TO THE SEWER MAIN WITHOUT HORIZONTAL ADJUSTMENT
2. MAINTAIN THE SEWER LATERAL AT THE DEEPEST DEPTH POSSIBLE TO AVOID ISSUES WITH OTHER UTILITIES. ADJUST TO EXISTING LATERAL AS NEAR TO ROW AS POSSIBLE
3. IF CONNECTING LATERAL TO AN EXISTING SEWER MAIN, A SADDLE MUST BE USED. PRE-APPROVAL FROM THE CITY ENGINEERING DEPARTMENT REQUIRED FOR OTHER CONNECTION METHODS

PROFILE VIEW

REPLACEMENT SEWER LATERAL CONNECTION

NOT TO SCALE

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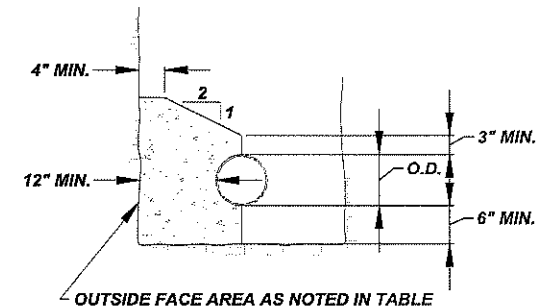
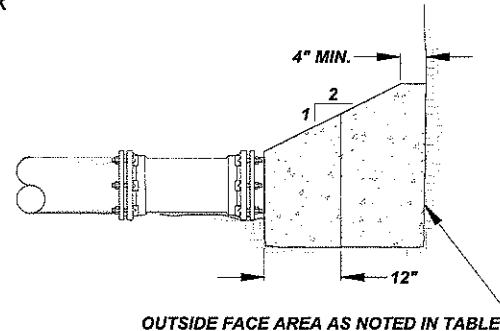
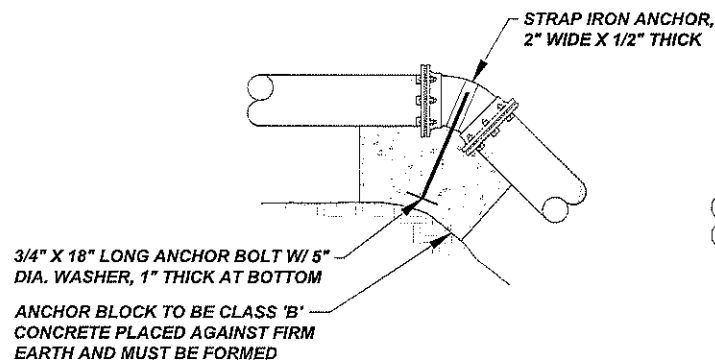
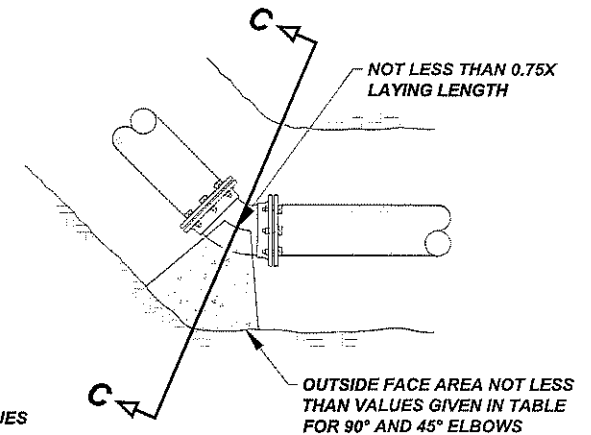
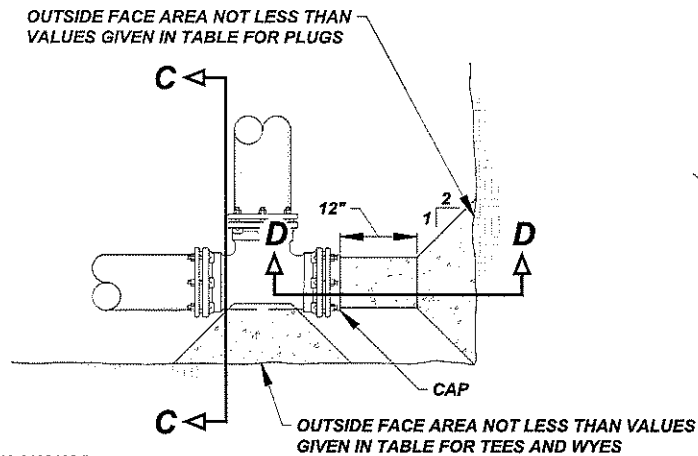
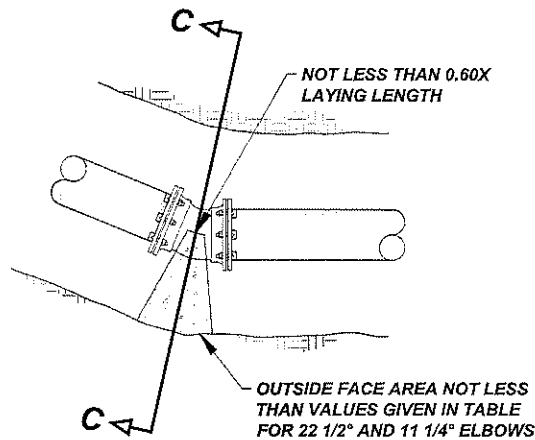
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CITY OF GOSHEN, INDIANA
STANDARD DETAIL

Drafted By: J. Hoffman
Approved By: D. Sailor, P.E.

Drawing Number:

SW-404



DOWNWARD BEND

SECTION D - D

SECTION C - C

| BLOCKING FOR PLUGS AND ELBOWS | | | | | |
|-------------------------------|------|-----------|-----------|---------------|---------------|
| OUTSIDE FACE AREA (SQ. FT.) | | | | | |
| PIPE SIZE (IN.) | PLUG | 90° ELBOW | 45° ELBOW | 22 1/2° ELBOW | 11 1/4° ELBOW |
| 20 | 16 | 25 | 14 | 7* | 4* |
| 16 | 12 | 16 | 9 | 5* | 3* |
| 12 | 7 | 9 | 5 | 3* | 2* |
| 10 | 4 | 7 | 4 | 2* | 1* |
| 8 | 3 | 5 | 3 | 2* | 1* |
| 6 | 2 | 3 | 2 | 1* | 1* |

* NOT REQUIRED UNLESS SPECIFIED

| BLOCKING FOR TEES AND WYES | | |
|----------------------------|----------------------|-----------------------------|
| SIZE OF RUN (IN.) | SIZE OF BRANCH (IN.) | OUTSIDE FACE AREA (SQ. FT.) |
| 20 OR 16 | 16 | 12 |
| | 12 | 7 |
| | 10 | 6 |
| | 8 | 5 |
| 12 OR LESS | 12 | 7 |
| | 10 | 6 |
| | 8 | 4 |
| | 6 | 2 |

NOTES:

1. USE CLASS 'B' CONCRETE FOR ALL THRUST BLOCKS
2. THRUST BLOCKS ARE INCIDENTAL TO THE INSTALLATION OF WATER MAIN
3. FOLLOW DIPRA PIPE RESTRAINT REQUIREMENTS FOR PIPE LENGTH INTO AND OUT OF A FITTING
4. MECHANICAL RESTRAINTS ARE REQUIRED WITH THRUST BLOCKS

The City Of Goshen
Department of Public Works & Safety
Office of Engineering

204 East Jefferson, Suite 1 Street, Goshen, Indiana 46528
Phone: 574-534-2201 Fax: 574-533-8626
Web: goshenindiana.org

WATER MAIN RESTRAINT/THRUST BLOCKS

NOT TO SCALE

Date Approved By The City Of Goshen Board Of Public Works & Safety and Approved Revisions

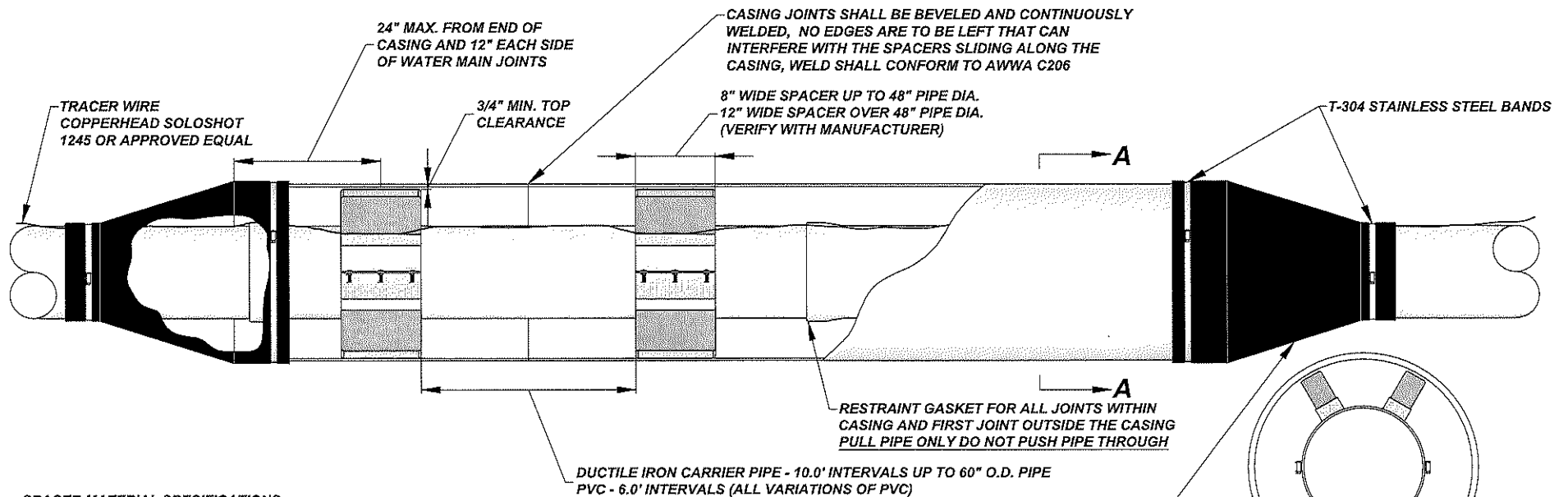
03/27/2025

CITY OF GOSHEN, INDIANA
STANDARD DETAIL

Drafted By: J. Hoffman
Approved By: D. Sailor, P.E.

Drawing Number:

WA-103



SPACER MATERIAL SPECIFICATIONS

1. SHELL - MINIMUM 14 GAUGE T-304 STAINLESS STEEL. ALL SURFACES ARE FULLY CHEMICALLY PASSIVATED. FLANGES ARE RIBBED FOR STRENGTH
2. RISERS - MAXIMUM 10 GAUGE T-304 STAINLESS STEEL, REINFORCED 6" AND OVER IN HEIGHT
3. FASTENERS - 5/16 - 18 T-304 STAINLESS STEEL
4. LINER - PVC, 0.90 THICK, 85-90 DUROMETER (ASTM D1706 - 61T) MAX. CONSTANT OPERATING TEMPERATURE - 150 DEGREES (F) ELECTRICAL PROPERTIES - (ASTM - D149 - 61) 1380 V/min. RESISTANCE - SALT SPRAY (ASTM - B117) EXCELLENT - ACIDS GOOD
5. RUNNERS - ULTRA HIGH MOLECULAR WEIGHT POLYETHYLENE LOW COEFFICIENT OF FRICTION HIGH RESISTANCE TO ABRASION AND SLIDING WEAR TOUGHNESS UNDER IMPACT LOW DEFLECTION UNDER COMPRESSION DIELECTRIC INSULATION

CASCADE CASING SPACERS MODEL CCS AS MANUFACTURED BY CASCADE WATERWORKS MFG. OR APPROVED EQUAL

| STEEL CASING SPECIFICATIONS | | |
|-----------------------------|-------------|-----------------------|
| WATER MAIN SIZE | CASING SIZE | CASING WALL THICKNESS |
| 20" | 36" | 0.750" |
| 16" | 30" | 0.688" |
| 12" | 24" | 0.688" |
| 8" | 16" | 0.500" |
| 6" | 12" | 0.500" |

WATER MAIN CASING

NOT TO SCALE

NOTES:

1. TRACER WIRE SHALL BE INSTALLED THROUGH CASING WITH LOCATION STATION AT EACH END, SEE DETAIL SA-406
2. 5.0' MINIMUM COVER MEASURED FROM SUB-GRADE TO TOP OF CASING
3. SUBMIT SHOP DRAWINGS TO THE CITY ENGINEERING DEPARTMENT FOR APPROVAL
4. ALL CHANGES TO MATERIALS OR MODIFICATIONS TO PLANS MUST BE PRE-APPROVED BY THE CITY ENGINEERING DEPARTMENT
5. RECORD DRAWING SHALL INCLUDE ELEVATION AT EACH END OF THE PIPE AND CASING, LOCATION OF EACH OF THE CASING, CASING LENGTH, SIZE, TYPE, A PROFILE DRAWING OF THE CASING CONTAINING THE ABOVE INFORMATION. INCLUDE ANY SPECIAL CONDITIONS OR NOTES

The City Of Goshen
Department of Public Works & Safety
Office of Engineering

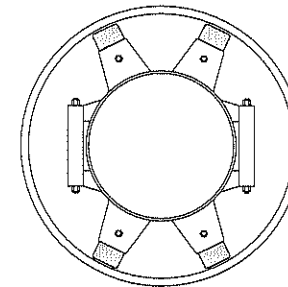
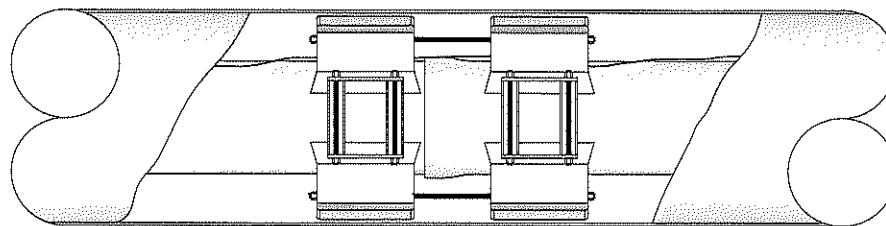
204 East Jefferson, Suite 1 Street, Goshen, Indiana 46528
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Date Approved By The City Of Goshen Board Of Public Works & Safety and Approved Revisions

03/27/2025

CITY OF GOSHEN, INDIANA
STANDARD DETAIL

Drafted By: J. Hoffman
Approved By: D. Sailor, P.E.
Drawing Number: **WA-107**



WATER MAIN CASING WITH RESTRAINED CASING SPACERS

NOT TO SCALE

The City Of Goshen
Department of Public Works & Safety
Office of Engineering

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Date Approved By The City Of Goshen Board Of Public Works & Safety and Approved Revisions

03/27/2025

**CITY OF GOSHEN, INDIANA
STANDARD DETAIL**

PAGE 2 OF 2

| | |
|---------------------------|---------------------------------|
| Drafted By: J. Hoffman | Approved By: D. Sailor, P.E. |
|---------------------------|---------------------------------|

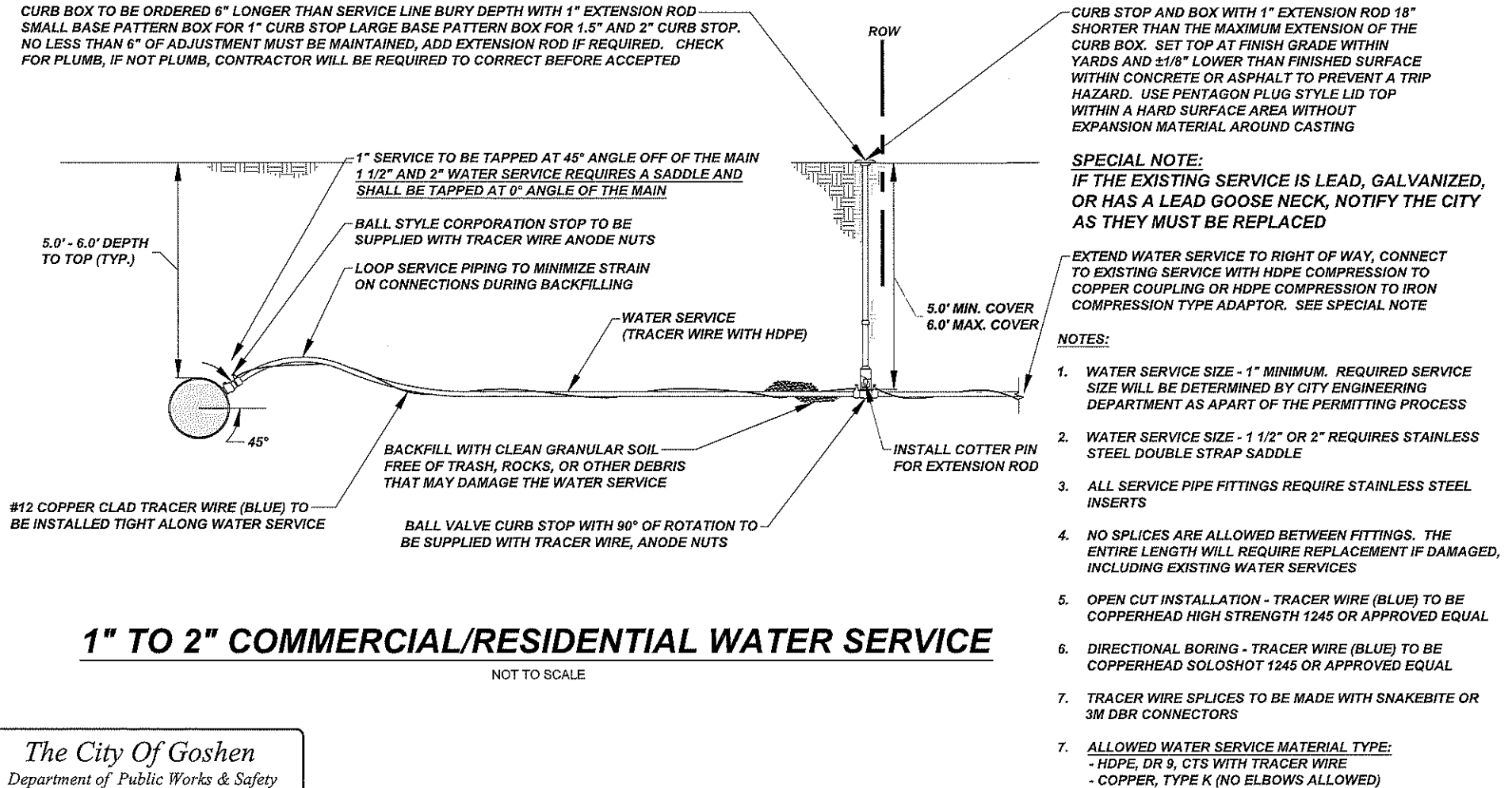
Drawing Number:

WA-107

NOTE: CONNECT TRACER WIRE TO CORPORATION STOP AND CURB STOP, ANODE NUTS ON BOTH

| CORPORATION STOP | | | CURB STOP | | CONNECTION TO EXISTING SERVICE | |
|--|------------------|----------------------|-----------------|----------------------|--------------------------------|----------------------|
| SERVICE SIZE | FORD PART NO. | AY MCDONALD PART NO. | FORD PART NO. | AY MCDONALD PART NO. | FORD PART NO. | AY MCDONALD PART NO. |
| 1" | FB1000-4-TW-Q-NL | 74701BQA | B44-444-TW-Q-NL | 76100QA | B41-444-TW-Q-NL | 76102QA |
| 1.5" | FB1000-6-TW-Q-NL | 74701BQA | B44-666-TW-Q-NL | 76100QA | B41-666-TW-Q-NL | 76102QA |
| 2" | FB1000-7-TW-Q-NL | 74701BQA | B44-777-TW-Q-NL | 76100QA | B41-777-TW-Q-NL | 76102QA |
| CURB STOP LID STYLE: GREEN SPACE - ERIE STYLE HARD SURFACE - PENTAGON PLUG STYLE | | | | | | |

CURB BOX TO BE ORDERED 6" LONGER THAN SERVICE LINE BURY DEPTH WITH 1" EXTENSION ROD
SMALL BASE PATTERN BOX FOR 1" CURB STOP LARGE BASE PATTERN BOX FOR 1.5" AND 2" CURB STOP.
NO LESS THAN 6" OF ADJUSTMENT MUST BE MAINTAINED, ADD EXTENSION ROD IF REQUIRED. CHECK
FOR PLUMB, IF NOT PLUMB, CONTRACTOR WILL BE REQUIRED TO CORRECT BEFORE ACCEPTED



1" TO 2" COMMERCIAL/RESIDENTIAL WATER SERVICE

NOT TO SCALE

The City Of Goshen
Department of Public Works & Safety
Office of Engineering

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Date Approved By The City Of Goshen Board Of Public Works & Safety and Approved Revisions

03/27/2025

CITY OF GOSHEN, INDIANA
STANDARD DETAIL

Drafted By: J. Hoffman
Approved By: D. Sailor, P.E.

Drawing Number:

WA-201

KENNEDY K-81D, OR APPROVED EQUAL, 5" HYDRANT WITH 1 1/4" SQUARE OPERATION NUT, NO CHAINS ON CAPS. DAMAGED PAINT MUST BE CORRECTED PRIOR TO ACCEPTANCE BY CITY

BREAKAWAY FLANGE SET MINIMUM 2" TO MAXIMUM 6" ABOVE FINISH GRADE, USE RISER AS REQUIRED

FIRE HYDRANT MUST BE STRAIGHT AND PLUMB. IF NOT, CONTRACTOR WILL BE REQUIRED TO CORRECT BEFORE ACCEPTED

1 CU. YD. WASHED CRUSHED STONE OR WASHED GRAVEL, 5C MIN. 6" ABOVE WEEP HOLE

PRECAST CONCRETE THRUST BLOCK BEHIND HYDRANT AND TEE AT WATER MAIN

PLUG HYDRANT DRAIN IF BELOW ROUND WATER TABLE

12" X 12" X 2" CONCRETE BLOCK

6" DUCTILE IRON, CLASS 50 (TYP.)

5.0' MIN. COVER
6.0' MAX. COVER

3.0' MIN.
5.0' MAX.

2 1/2" HOSE CONNECTION EACH SIDE WITH THREADS TO ASA B-26 FOR NATIONAL STANDARD FIRE HOSE

4 1/2" STEAMER CONNECTION FACING STREET

INSTALL TOP OF CASTING 1/4" BELOW FINISHED PAVEMENT. CASTING MAY BE ADJUSTED TO TOP OF HMA BASE AND ADJUSTED USING RINGS TO FINISHED PAVEMENT. FLUSH WITH FINISHED GRADE IN YARD/LANDSCAPED AREAS

CHECK VALVE BOX FOR PLUMB. IF NOT CENTERED ON VALVE AND PLUMB, CONTRACTOR WILL BE REQUIRED TO CORRECT BEFORE ACCEPTED

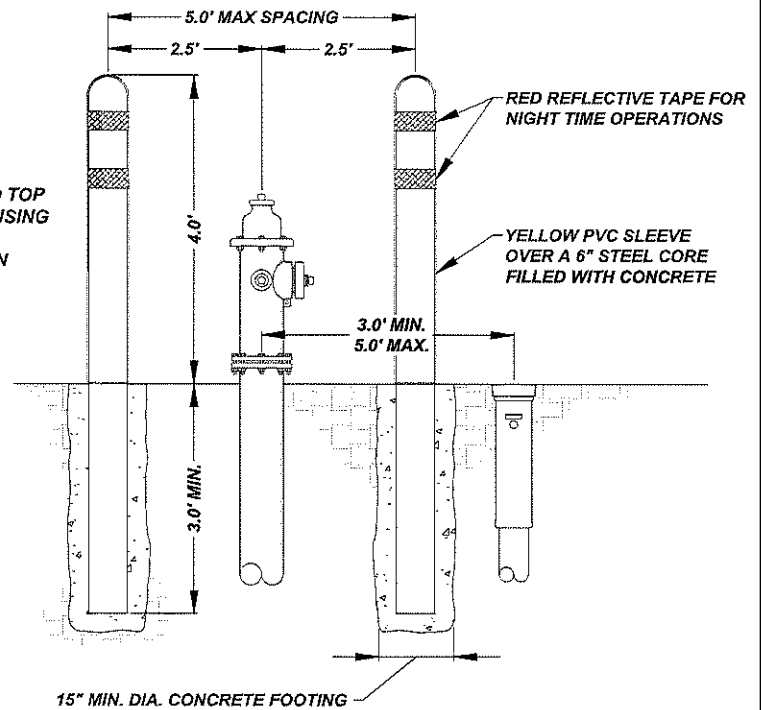
INSTALL EXTENSION ROD IF GREATER THAN 6' DEPTH, SECURE WITH PIN

VALVE BOX ALIGNMENT DEVICE, BOXLOK OR EQUIVALENT

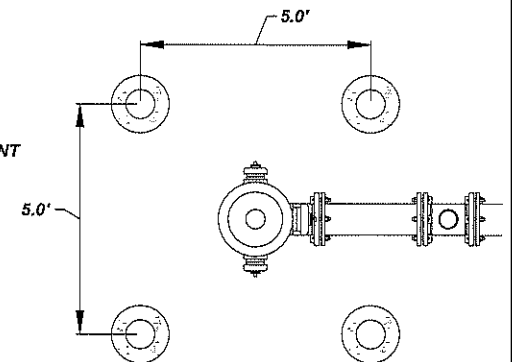
WEDGE ACTION RESTRAINING GLAND

IF THE VALVE WILL BE MORE THAN 18' FROM WATER MAIN, PLACE THE VALVE AT WATER MAIN TEE

- NOTES:**
1. FIRE HYDRANT SHALL BE MIN. 1.0' FROM PROPERTY LINE, MIN. 3.0' FROM BACK OF CURB AND/OR MIN. 2.0' FROM SIDEWALK
 2. FIRE HYDRANT ASSEMBLY TO INCLUDE TEE AT WATER MAIN, ALL CONNECTING PIPE AND FITTINGS, AUXILIARY GATE VALVE AND BOX AND FIRE HYDRANT
 3. GUARD POSTS ARE TO PROTECT A FIRE HYDRANT IN AREAS WHERE VEHICULAR OR EQUIPMENT TRAFFIC MAY BE ENCOUNTERED. REQUIREMENT DETERMINED BY CITY
 4. NO STRUCTURES, POLES, SIGN POSTS, TREES OR SHRUBS TO BE INSTALLED WITHIN 4.0' OF FIRE HYDRANT
 5. PRIVATE HYDRANT COLOR = RED
PUBLIC HYDRANT COLOR = YELLOW
 6. ACCEPTED FIRE HYDRANTS: CLOW MEDALLION AND KENNEDY K81D
 7. SEE DETAILS RD-206 AND RD-207 FOR FIRE HYDRANT LOCATION



FIRE HYDRANT ASSEMBLY WITH BOLLARDS



PLAN VIEW

The City Of Goshen
Department of Public Works & Safety
Office of Engineering

204 East Jefferson, Suite 1 Street, Goshen, Indiana 46528
Phone: 574-534-2201 Fax: 574-533-8626
Web: goshenindiana.org

FIRE HYDRANT ASSEMBLY

NOT TO SCALE

Date Approved By The City Of Goshen Board Of Public Works & Safety and Approved Revisions

03/27/2025

**CITY OF GOSHEN, INDIANA
STANDARD DETAIL**

Drawn By: J. Hoffman
Approved By: D. Sailor, P.E.
Drawing Number: **WA-401**



**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 Department

RE: **COLLEGE AVENUE PHASE I – APPROVAL FOR LETTING
DES NO. 1900739, DES NO. 2101631 (JN: 2019-0022)**

DATE: July 24, 2025

The College Avenue Phase I project, initiated in 2019, has progressed through design, environmental assessment, right-of-way acquisition, and utility coordination, and is in the final stages of construction document preparation. Structurepoint is preparing to submit final tracings to INDOT on August 1, in order to meet the schedule for letting in December. The tracings require signatures and approval by the Board of Public Works and Safety for final acceptance by INDOT.

Attached, please find reduced-size title sheets for the roadway reconstruction project (Des No. 1900739) and associated pedestrian bridge project (Des No. 2101631). The combined construction is a local federal-aid project, funded by federal contributions and a local match. The construction estimate is \$7,701,000, and the local match is funded by Redevelopment. Full size title sheets will be provided at the Board of Works meeting.

Requested motion: Move to approve the College Avenue Phase I project for letting and sign the title sheets.

**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

| | |
|----------|-------------|
| PROJECT | DESIGNATION |
| 1900739 | 1900739 |
| CONTRACT | BRIDGE FILE |
| R-42000 | N/A |

| KIN DESIGNATION NUMBERS | |
|-------------------------|--|
| DESIGNATION | DESCRIPTION |
| N/A | ELKHART COUNTY BRIDGE #410 REPLACEMENT |
| 2101631 | COLLEGE AVE MULT-LANE PATH PEDESTRIAN BRIDGE OVER HORN DITCH |

INDIANA DEPARTMENT OF TRANSPORTATION



ROAD PLANS COLLEGE AVENUE

CITY OF GOSHEN
BOARD OF PUBLIC WORKS
AND SAFETY

PROJECT NO. 1900739
1900739
1900739

P.E.
R/W
CONST.

GINA LEICHTY
MAYOR

MICHAEL LANDIS
MEMBER

ORV MYERS
MEMBER

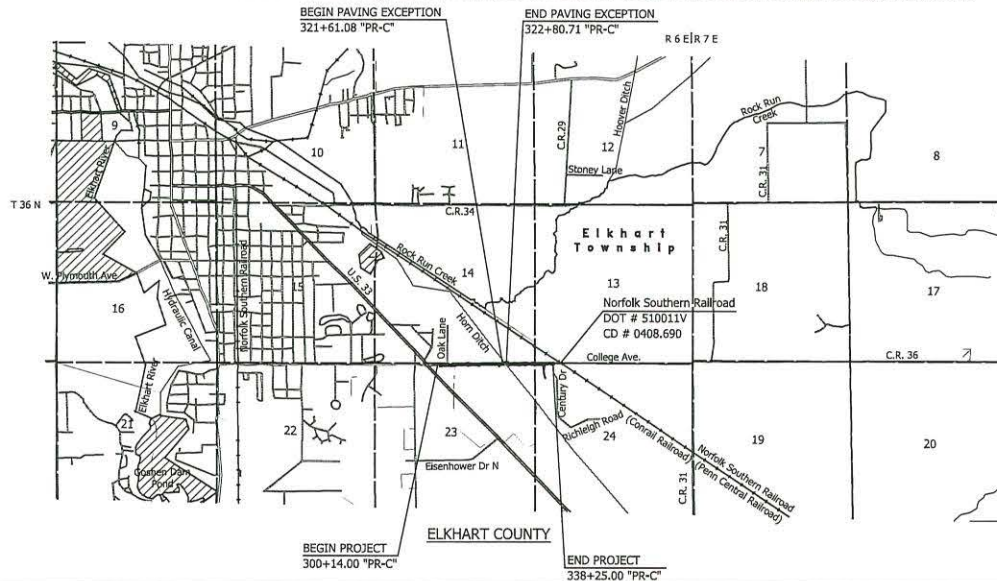
MARY NICHOLS
MEMBER

BARB SWARTLEY
MEMBER

EMPLOYEE IN
RESPONSIBLE CHARGE

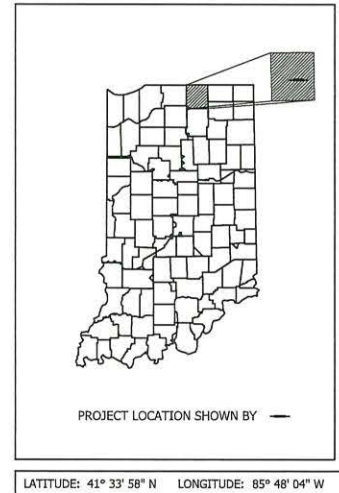
ANDREW LUND
PROJECT MANAGER

Project Description: Roadway Reconstruction Beginning Approximately 353 Feet East of the Intersection of College Avenue and US 33 to Approximately 293 Feet East of the Intersection of College Avenue and Century Drive in Sections 13, 14, 23, & 24 of T-36-N and R-6-E, Elkhart Township, Elkhart, Indiana.



| TRAFFIC DATA COLLEGE AVE. | |
|---------------------------|---------------|
| A.A.D.T. (2025) | 6,400 V.P.D. |
| A.A.D.T. (2045) | 10,000 V.P.D. |
| D.V.V. (2045) | 1,030 V.P.H. |
| DIRECTIONAL DISTRIBUTION | 53/47 % |
| TRUCKS | 18 % A.A.D.T. |
| | 12 % D.V.V. |

| DESIGN DATA | |
|---------------------------|------------------------------|
| DESIGN SPEED | 35 M.P.H. |
| PROJECT DESIGN CRITERIA | RECONSTRUCTION (NON-FREEWAY) |
| FUNCTIONAL CLASSIFICATION | LOCAL AGENCY COLLECTOR |
| RURAL/URBAN | URBAN (INTERMEDIATE) |
| TERRAIN | LEVEL |
| ACCESS CONTROL | NONE |



Gross Length: 0.72 MI.
Net Length: 0.70 MI.
Maximum Grade: 1.80 %

INDIANA DEPARTMENT OF TRANSPORTATION
STANDARD SPECIFICATIONS DATED 2026
TO BE USED WITH THESE PLANS.



AMERICAN
STRUCTUREPOINT
INC.

8025 RIVER ROAD, SUITE 200
INDIANAPOLIS, IN 46240
TEL 317.547.5580 FAX 317.545.0270
www.structurepoint.com



PLANS PREPARED BY: American Structurepoint, Inc. (317) 547-5580
PHONE NUMBER
CERTIFIED BY: *Andrew Lund* 07/22/2025
DATE
APPROVED FOR LETTING: _____
INDIANA DEPARTMENT OF TRANSPORTATION DATE

| BRIDGE FILE | |
|-------------|----------|
| N/A | |
| DESIGNATION | 1900739 |
| SURVEY BOOK | SHEETS |
| N/A | 1 of 130 |
| CONTRACT | PROJECT |
| R-42000 | 1900739 |

| | |
|----------|----------------------------|
| PROJECT | DESIGNATION |
| 1900739 | 2101631 |
| CONTRACT | BRIDGE FILE |
| R-42000 | CITY OF GOSHEN BR. NO. 106 |

INDIANA DEPARTMENT OF TRANSPORTATION



BRIDGE PLANS

FOR SPANS OVER 20 FEET

ROUTE: MULTI USE PATH AT: RP N/A
PROJECT NO. 2101631 P.E.
1900739 R/W
1900739 CONST.

DESIGN DATA MULTI-USE PATH

| | |
|---------------------------|----------------------|
| DESIGN SPEED | N/A |
| PROJECT DESIGN CRITERIA | MULTI USE PATH |
| FUNCTIONAL CLASSIFICATION | N/A |
| TERRAIN | URBAN (INTERMEDIATE) |
| ACCESS CONTROL | LEVEL |
| | NONE |

| STRUCTURE | TYPE | SPAN AND SKEW | OVER | STATION |
|----------------------------------|---------------------------------------|----------------------------------|------------|---------------------|
| CITY OF GOSHEN BRIDGE NO. 106 | PREFABRICATED PEDESTRIAN BRIDGE | 1 SPAN 53'-1" SKEW: 28° LT | HORN DITCH | 11+28.30 "W-1-C" |

| KIN DESIGNATION NUMBERS | |
|---------------------------------|---|
| DESIGNATION | DESCRIPTION |
| 1900739 (LEAD) | COLLEGE AVE. ROADWAY RECONSTRUCTION |
| N/A (INCLUDED WITH LEAD DES) | ELKHART COUNTY BRIDGE #410 REPLACEMENT |

CITY OF GOSHEN
BOARD OF PUBLIC WORKS
AND SAFETY

GINA LEICHTY
MAYOR

MICHAEL LANDIS
MEMBER

ORV MYERS
MEMBER

MARY NICHOLS
MEMBER

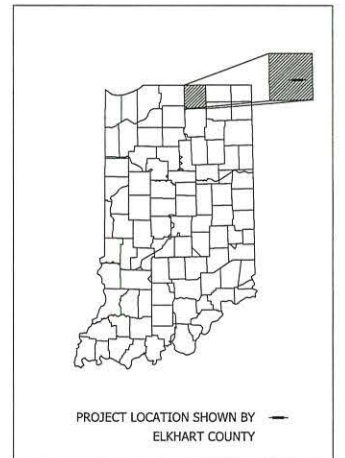
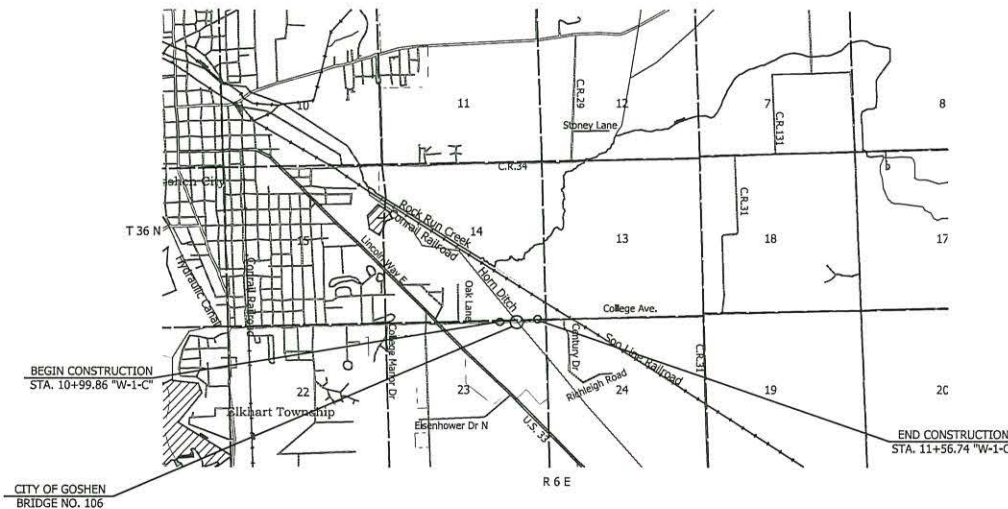
BARB SWARTLEY
MEMBER

EMPLOYEE IN
RESPONSIBLE CHARGE

ANDREW LUND
PROJECT MANAGER

PROJECT DESCRIPTION

New Construction Pedestrian Bridge Along College Avenue located approximately 0.49 miles East of US 33 on section line between Section 14 and Section 23, T 36 N, R 6 E, Elkhart Township, Elkhart County, Indiana.



LATITUDE: 41° 34' 00" N LONGITUDE: 85° 47' 34" W

BRIDGE LENGTH: 0.011 MI.
ROADWAY LENGTH: 0.000 MI.
TOTAL LENGTH: 0.011 MI.
MAX. GRADE: -1.60 %

HUC: 040500011902

Scale: 1"=2,000'

INDIANA DEPARTMENT OF TRANSPORTATION
STANDARD SPECIFICATIONS DATED 2026
TO BE USED WITH THESE PLANS.



8025 HWY 100, SUITE 200
INDIANAPOLIS, IN 46240
TEL 317.547.5580 FAX 317.543.0270
www.structurepoint.com



PLANS PREPARED BY: American Structurepoint, Inc. (317) 547-5580
PHONE NUMBER
CERTIFIED BY: Thomas J. McNicholas 07/22/2025
DATE
APPROVED FOR LETTING: INDIANA DEPARTMENT OF TRANSPORTATION
DATE

| | |
|----------------------------|---------|
| BRIDGE FILE | |
| CITY OF GOSHEN BR. NO. 106 | |
| DESIGNATION | 2101631 |
| SURVEY BOOK | SHEETS |
| ELECTRONIC | 1 of 17 |
| CONTRACT | PROJECT |
| R-42000 | 1900739 |



**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 Public and Safety

FROM: Engineering

RE: **(PLYMOUTH AVE.) ASPHALT PAVING PROJECT B (JN: 2024-0002)**

DATE: July 24, 2025

Phend & Brown is requesting a road closure to local traffic only on Plymouth Ave. between S.R. 15 And U.S. 33. Phend & Brown will be performing work to remove and replace full depth asphalt pavement, install geogrid and remove and replace ADA ramps, sidewalk and drive approaches. Phend & Brown will also be milling, and repaving from 14th Street to just short of U.S. 33. This work will start Friday August 1 and go through Thursday October 2. Phend & Brown will maintain access to the residents and have all the traffic control devices in place.

Requested motion: Move to approve the road closure on Plymouth Ave. between S.R 15 and U.S. 33 for the work of full depth pavement removal, geogrid installation, curb work, sidewalks, drive approaches, ADA ramps, milling and to rebuild the asphalt roadway from Friday August 1 thru Friday October 2, 2025.

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

Gina Leichty, Mayor

Orv Myers, Member

Mary Nichols, Member

Michael Landis, Member

Barb Swartley, Member



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

MEMORANDUM

TO: City of Goshen Stormwater Board

FROM: Stormwater Department

**RE: POST-CONSTRUCTION PLAN APPROVAL
GOSHEN COMMUNITY SCHOOLS NEW BASEBALL SOFTBALL COMPLEX
(JN: 2024-2003)**

DATE: July 24, 2025

The Goshen Community Schools New Baseball Softball Complex post-construction stormwater management plan was originally presented to the Stormwater Board for acceptance on March 27, 2025, however, due to an error on the signature pages the document could not be recorded by the Elkhart County Recorder's Office. The error has been corrected and the post-construction stormwater management plan is being brought back to the Stormwater Board for acceptance and signatures.

The Stormwater Department requests the Stormwater Board's acceptance of the plan.

Full document available upon request.

Requested Motion: Accept the corrected post-construction stormwater management plan for the Goshen Community Schools New Baseball Softball Complex as it has been found to meet the requirements of City Ordinance 5209.



STORMWATER DEPARTMENT
CITY OF GOSHEN
204 East Jefferson Street, Suite 1 • Goshen, IN 46528-3405
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stormwater@goshencity.com • www.goshenindiana.org

MEMORANDUM

TO: City of Goshen Stormwater Board

FROM: Stormwater Department

**RE: POST-CONSTRUCTION PLAN APPROVAL
LASSUS FUEL STATION – TESLA CHARGING STATION (JN: 2024-2012)**

DATE: July 24, 2025

The developer of the Lassus Fuel Station – Tesla Charging Station project located at 1001 West Pike Street, has submitted a sufficient post-construction plan amendment that is compliant with Ordinance 5209, "Stormwater Management."

The original post-construction stormwater management plan for Lassus Fuel Station (JN: 2019-2037) was accepted on April 12, 2021.

The Stormwater Department requests the Stormwater Board's acceptance of the plan.

Full document available upon request.

Requested Motion: Accept the post-construction stormwater management plan amendment for the Lassus Fuel Station – Tesla Charging Station project as it has been found to meet the requirements of City Ordinance 5209.
