



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

Regular Meeting Agenda

**4:00 p.m., July 31, 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:** Unavailable

### **Approval of Agenda**

**1) Historic Southside Neighborhood Association request:** Approve the partial closure of 7th Street for an Aug. 9 block party

**2) Redevelopment Department request:** Authorize entering into an agreement with Legacy Communities, Inc. 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

**3) Legal Department request:** Accept the Easement for Goshen City utility purposes at 64285 CR 31 from Jean L. Hiles, and authorize the Mayor to execute the Acceptance

**4) Legal Department request:** Adopt Resolution 2025.19, to allow the City to make a Special Purchase of Fleet Management Software from FASTER Asset Solutions for a total cost of \$120,000

**5) Legal Department request:** Adopt Resolution 2025-11, Policy Regulating Surface Treatments on Travel Surfaces, Statues, and Banners in the Right of Way

**6) Legal Department request:** Adopt Resolution 2025-20, Adopting the Americans with Disabilities Act Standards For Accessible Design and Public Right-of-Way Accessibility Guidelines

**7) Engineering Department request:** Approve Change Order No. 1 for the Asphalt Paving Package B to have the sidewalks through the driveways and alleys and drive approaches replaced for the amount of \$66,800

**8) Engineering Department request:** Approve the agreement with Arcadis for professional engineering services on an as-needed basis during construction, in an amount not to exceed \$50,000



**9) Engineering Department request:** Approve Change Order No. 3 for the Asphalt Paving Package A for additional pavement milling and traffic signal work for the amount of \$30,122

### **Privilege of the Floor**

**REVIEW/COMPLIANCE HEARINGS ON BUILDING COMMISSIONER ORDERS:  
4:00 p.m., July 31, 2025**

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

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

**10) 315 West Oakridge Avenue** (Jerry T. Perdue & Georgie M. Perdue, property owners)

**11) 709 Chicago Avenue** (Buccaneer Development LLC, property owner)

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

### ***Adjournment***



**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](mailto:richardaguirre@goshencity.com) • [www.goshenindiana.org](http://www.goshenindiana.org)

**To:** City of Goshen Board of Public Works & Safety  
**From:** Clerk-Treasurer Richard R. Aguirre  
**Date:** July 31, 2025  
**Subject:** Historic Southside Neighborhood Association request

***On July 24, 2025, the Clerk-Treasurer's Office received the following email:***

My name is **Megan Hessler** and I am the Chairperson for the Historic Southside Neighborhood Association (HSNA). I would like to be added to the Board of Works agenda for this coming Thursday, July 31st to make a request. I will be able to attend in person.

**ANNUAL NEIGHBORHOOD PICNIC:** I would like to request that the 500 block of South 7th Street be closed to vehicle traffic from 4p-8pm on Saturday, August 9th. Approximately 120 neighbors gather annually to share food and fellowship.

Our neighborhood will distribute flyers in the morning reminding those who park in that block to kindly remove their cars before the event begins. We often have visits from the Fire Department as well.

Please let me know if you need additional information. I appreciate your assistance.

Thanks,

**Megan Hessler**

773-580-0575

[megan@hessler.net](mailto:megan@hessler.net)



**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

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To: Board of Public Works & Safety

From: Becky Hutsell, Redevelopment Director

Date: July 31, 2025

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

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### 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 Legacy Communities, Inc. 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 Legacy Communities, Inc. (“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. 5 <sup>th</sup> Street Goshen, IN 46528-3714
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Legacy Communities, Inc.	Jon Anderson 214 E. Main Street Brownsburg, IN 46112
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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**

**Legacy Communities, Inc.**

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

\_\_\_\_\_  
Jon Anderson, Manager

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

January 20, 2025

Mr. Matthew C. Stokes  
Envirotech Consulting Services, Inc.  
913 West 1<sup>st</sup> 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**

<b>Task</b>	<b>Item</b>	<b>Cost</b>
<i>1</i>	File Review/Sampling Plan/Pre-Construction Meeting	
	<i>IWM Consulting Labor</i>	\$ 2,160
	<i>IWM Consulting Expenses</i>	\$ 140
	<b><i>Subtotal</i></b>	<b>\$ 2,300</b>
<i>2</i>	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
	<b><i>Subtotal</i></b>	<b>\$ 15,150</b>
<i>3</i>	Environmental Technical Assistance (SMP Implementation)	
	<i>IWM Consulting Labor</i>	\$ 7,320
	<i>IWM Consulting Expenses</i>	\$ 280
	<b><i>Subtotal</i></b>	<b>\$ 7,600</b>
<i>3</i>	Project Management/Meetings	
	<i>IWM Consulting Labor</i>	\$ 2,640
	<i>IWM Consulting Expenses</i>	\$ 160
	<b><i>Subtotal</i></b>	<b>\$2,800</b>
	<b><i>ESTIMATED TOTAL PROJECT COST</i></b>	<b>\$27,850</b>

## **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](mailto: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](mailto:ssittler@iwmconsult.com) or at (574) 876-9835, or Greg Scarpone at [gscarpone@iwmconsult.com](mailto: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 1<sup>st</sup> Street \_\_\_\_\_

City, State, Zip: Madison, Indiana 47250 \_\_\_\_\_

Telephone: (812) 599-7555 \_\_\_\_\_

Contact: Matthew Stokes \_\_\_\_\_

Email: [mstokes@envirotech.ws](mailto:mstokes@envirotech.ws) \_\_\_\_\_

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

**PAYMENT TERMS: Payable upon Receipt.**

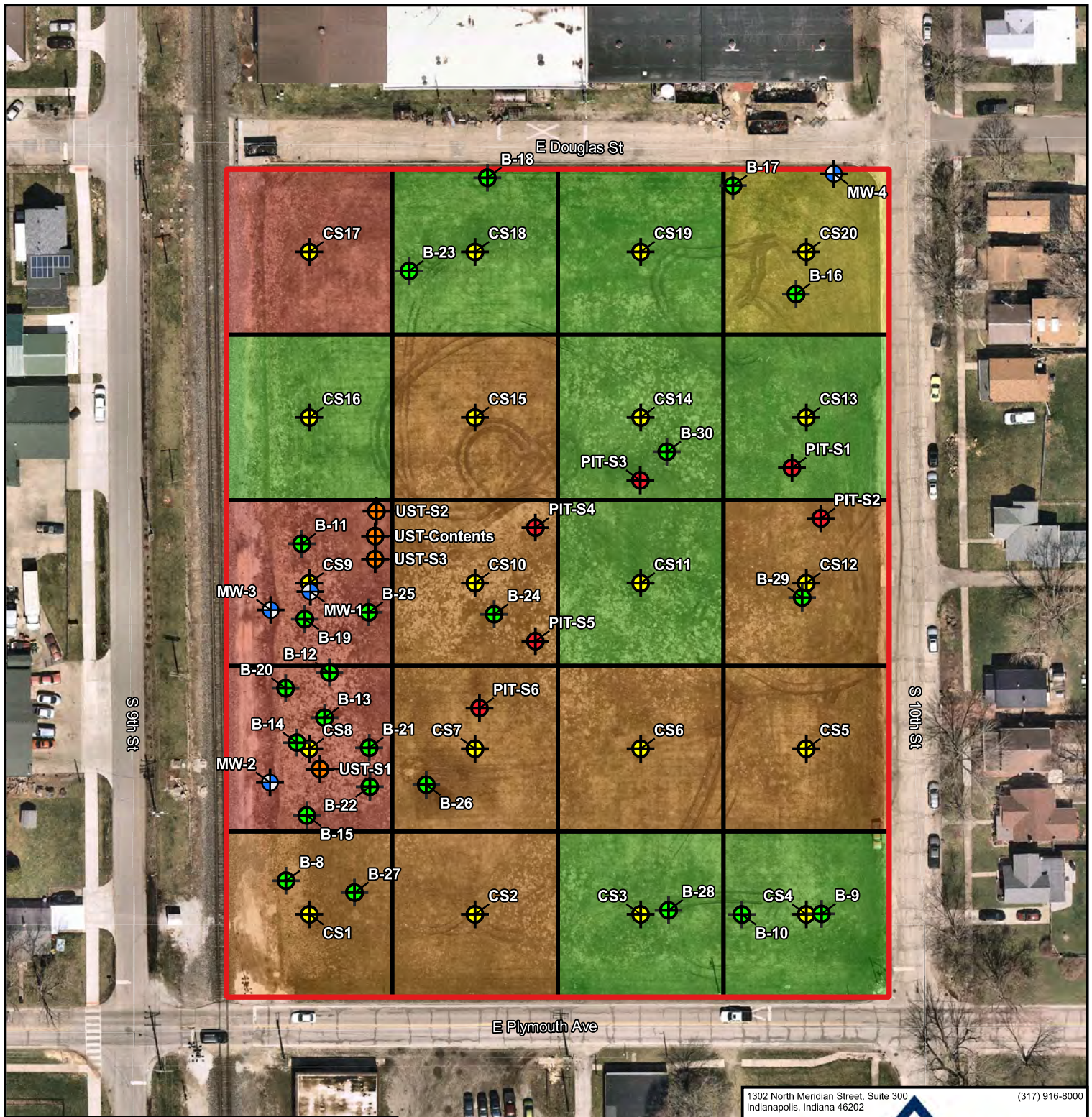
**NOTICE: This AGREEMENT together with IWM Consulting's proposal and the attached Terms & Conditions constitute the entire agreement between the Client and IWM Consulting and supersedes all prior written or oral understandings:**

PROPOSAL ACCEPTED BY: \_\_\_\_\_












PRINTED NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_ DATE: \_\_\_\_\_





### Legend

- |  |   |
|--|---|
|  Site Boundary   | Envirocorp Samples (2006):  |
|  Proposed 100' by 100' Grid Pattern  |  Soil Boring         |
|  Potentially Listed Hazardous and/or Characteristically Hazardous. More information and data needed to characterize. | SME Remediation Completion Report Samples:  |
|  Potentially Characteristically Hazardous. More information and data needed to characterize.                         |  Confirmation Sample |
|  Non-Hazardous   |  Monitoring Well     |
|  Uncontaminated  |  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

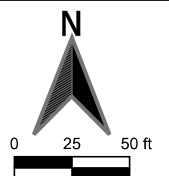
PROJECT NO.: JW3293.750

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 <sub>2</sub> /CO <sub>2</sub> 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 <sup>1</sup>	\$31.00	day
Postage/Shipping	cost + 10%	---

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

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](mailto: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



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## AUTHORIZATION FOR IWM CONSULTING GROUP TO PROCEED

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**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

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**Request for Change Order 1**

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

- Additional mobilization and demobilization to the project site

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**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.

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**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.

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**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:**



**CITY OF GOSHEN LEGAL DEPARTMENT**  
**Donald R. Shuler, Assistant City Attorney**

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

donshuler@goshencity.com • www.goshenindiana.org  
Phone (574) 537-3855 • Fax (574) 533-8626 • TDD (574) 534-3185

July 31, 2025

To: Board of Public Works and Safety

From: Don Shuler, Assistant City Attorney

Subject: Acceptance of Easement for 64285 CR 31, Goshen

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It is recommended that the Board accept the attached Easement from Jean L. Hiles and authorize the Mayor to execute the acceptance. This easement is for Goshen City utility purposes at 64285 CR 31, Goshen, Indiana.

**Suggested Motion:**

Move to accept the Easement for Goshen City utility purposes at 64285 CR 31 from Jean L. Hiles, and authorize the Mayor to execute the Acceptance.

## **EASEMENT**

Jean L. Hiles ("Grantor"), grants and conveys to City of Goshen, Indiana, a municipal corporation and political subdivision of the State of Indiana ("City"), whose mailing address is 202 South Fifth Street, Goshen, Indiana 46528, for good and valuable consideration, the receipt whereof is hereby acknowledged, an easement over, across, and through real estate situated in Elkhart County, State of Indiana, as more particularly described in the legal description attached as Exhibit A and depicted upon the drawing attached as Exhibit B. The area so described and depicted is hereinafter referred to as "Easement."

The Easement is part of the real estate more commonly known as 64285 County Road 31, Goshen, Indiana, and part of Parcel Number 20-11-24-276-002.000-014. Grantor obtained title to the real estate by Warranty Deed dated December 3, 2004 and recorded December 13, 2004 in the Office of the Recorder of Elkhart County, Indiana, as Instrument No. 2004-41276, and via an Affidavit of Survivorship dated November 4, 2024, and recorded November 5, 2024, as Instrument No. 2024-18365 in the Office of the Recorder of Elkhart County, Indiana.

The Easement is granted and conveyed to City for Goshen City utilities purposes. Grantor grants City access to the Easement for the purposes of accessing, installing, operating and maintaining Goshen City utility facilities, including any appurtenances as may be required.

City shall restore the surface of the Easement after any entry by City to as good as or better condition than it was prior to the entry. City shall promptly pay for or otherwise rectify any damage caused by City to Grantor's adjoining real estate.

City is not obligated to replace any improvements extending over or into the Easement that may be damaged or removed during any subsequent entry.

Grantor may use, occupy and possess the Easement in a manner that is consistent with and does not interfere with City's rights contained in this Easement.

The terms of this Easement shall run with the land and shall be binding upon and inure to the benefit of the heirs, assigns and successors in interest of the parties.

IN WITNESS WHEREOF, the undersigned has executed this Easement on 7-8-2025, 2025.

Jean L. Hiles  
Jean L. Hiles

STATE OF INDIANA                    )  
  ) SS:  
COUNTY OF ELKHART            )

Before me, the undersigned Notary Public, on July 8, 2025, personally appeared Jean L. Hiles, being known to me or whose identity has been authenticated by me to be the person who, upon her oath, acknowledged the execution of the foregoing instrument as the person's voluntary act for the purpose stated therein.



VICKI J. YODER  
Notary Public  
State of Indiana  
Commission No. NP0646798  
My Commission Expires  
August 19, 2029

Vicki J. Yoder  
Printed Name: Vicki J. Yoder  
Notary Public of Elkhart County, IN  
My Commission Expires: 8-19-2029  
Commission Number: NP0646798



## EXHIBIT "A"

### EASEMENT DESCRIPTION

#### EASEMENT #5

A PART OF THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 36 NORTH, RANGE 6 EAST, ELKHART TOWNSHIP, ELKHART COUNTY, INDIANA, DESCRIBED AS FOLLOWS:

COMMENCING AT A HARRISON MONUMENT MARKING THE NORTHEAST CORNER OF SAID NORTHEAST QUARTER; THENCE SOUTH 00 DEGREES 49 MINUTES 20 SECONDS EAST ALONG THE EAST LINE OF SAID NORTHEAST QUARTER, 1,446.80 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 00 DEGREES 49 MINUTES 20 SECONDS EAST ALONG SAID EAST LINE, 10.00 FEET; THENCE SOUTH 89 DEGREES 10 MINUTES 40 SECONDS WEST, 33.00 FEET; THENCE NORTH 00 DEGREES 49 MINUTES 30 SECONDS WEST, 10.00 FEET; THENCE NORTH 89 DEGREES 10 MINUTES 40 SECONDS EAST, 33.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 330 SQUARE FEET, MORE OR LESS.

BEING SUBJECT TO ANY EASEMENTS, RESTRICTIONS OR RIGHTS OF WAY OF RECORD.

LAST DEED OF RECORD: 2004-41276

  
CRAIG S. BATDORFF P.S. 21200006

3/31/22  
DATE



 **ABONMARCHE**

PREPARED FOR:  
LAST DANCE, LLC

DATE: 3/31/22 ACI JOB #: 21-0453 SHT 1 OF 2

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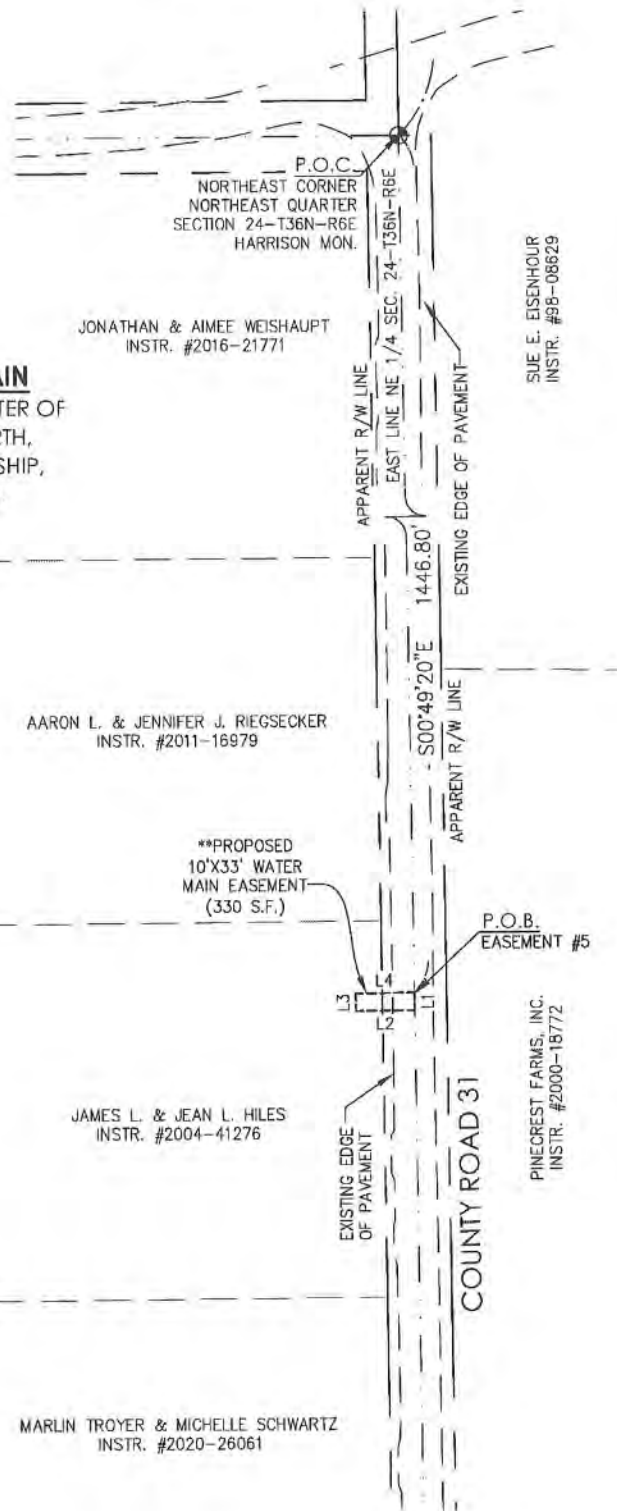
Engineering - Architecture - Land Surveying



# EXHIBIT "B"

**EASEMENT FOR WATER MAIN**  
A PART OF THE NORTHEAST QUARTER OF  
SECTION 24 TOWNSHIP 36 NORTH,  
RANGE 6 EAST, ELKHART TOWNSHIP,  
ELKHART COUNTY, INDIANA

Line Table		
Line #	Bearing	Length
L1	S0°49'20"E	10.00'
L2	S89°10'40"W	33.00'
L3	N0°49'20"W	10.00'
L4	N89°10'40"E	33.00'



**ABONMARCHE**

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

Benton Harbor  
El. Wayne  
Goshen  
Grand Haven  
Hobart

Lafayette  
Portage  
South Bend  
Valparaiso

PREPARED FOR:

**LAST DANCE**

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SCALE: 1" = 80'

JOB #: 21-0453

SHEET 2 OF 2

## ACCEPTANCE

The City of Goshen, Indiana, by the Goshen Board of Public Works and Safety, acknowledges the receipt of this Easement from Jean L. Hiles, and accepts the Easement on \_\_\_\_\_, 2025.

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

STATE OF INDIANA                    )  
  ) SS:  
COUNTY OF ELKHART                )

Before me, the undersigned Notary Public, on \_\_\_\_\_, 2025, personally appeared Gina M. Leichty, Mayor of the City of Goshen, Indiana on behalf of the Goshen Board of Public Works and Safety, being known to me or whose identity has been authenticated by me to be the person who acknowledged the execution of the foregoing instrument as the person's voluntary act for the purpose stated therein.

IN

\_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Notary Public of \_\_\_\_\_ County,

My Commission Expires: \_\_\_\_\_  
Commission Number: \_\_\_\_\_

This instrument was prepared by Donald R. Shuler, Attorney No. 26587-71, City of Goshen Legal Department, 204 East Jefferson Street, Suite 2, Goshen, Indiana 46528, (574) 537-3820.

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each social security number in this document, unless required by law (Donald R. Shuler).



## **CITY OF GOSHEN LEGAL DEPARTMENT**

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

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

July 31, 2025

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

**From:** Christina Bonham

**Subject:** Resolution 2025.19, Special Purchase of Fleet Management Software

The City of Goshen may make a special purchase under Indiana Code § 5-22-10 without soliciting bids or proposals provided a written determination is made of basis for the special purchase, and the basis for the selection of a particular contractor. The City's Central Garage would like to make a special purchase of fleet management software.

Therefore, it is recommended the Board of Public Works and Safety make a motion to approve Resolution 2025.19 to make a special purchase of fleet management software from TT FASTER LLC, dba FASTER Asset Solutions as it best meets the needs of the City.

### **Suggested Motion:**

Move to adopt Resolution 2025.19, to allow the City to make a Special Purchase of Fleet Management Software.

**GOSHEN BOARD OF PUBLIC WORKS AND SAFETY  
RESOLUTION 2025.19**

**Special Purchase of Fleet Management Software**

WHEREAS the City of Goshen may make a special purchase under Indiana Code § 5-22-10 without soliciting bids or proposals provided a written determination is made of basis for the special purchase, and the basis for the selection of a particular contractor.

WHEREAS, City's Central Garage has an outdated fleet management system and is in need of new one to track and maintain all aspects of fleet management.

WHEREAS, City's Central Garage was presented with several demonstrations of fleet management software.

WHEREAS, after careful consideration, the City's Central Garage determined TT FASTER LLC, dba FASTER Asset Solutions provided a fleet management system that best meets the needs of the City.

NOW, THEREFORE, BE IT RESOLVED by the Goshen Board of Public Works and Safety that:

(1) The basis for the special purchase of fleet management software is pursuant to Indiana Code § 5-22-10-7(2) which allows the City to make a special purchase of data processing contracts or license agreements for supplies or services when only one source meets the City's reasonable requirements.

(2) The City's Central Garage is authorized to make a special purchase of fleet management software from FASTER Asset Solutions for a total cost of \$120,000.

(3) The contract records for the special purchase authorized by this resolution shall be maintained by the Goshen Board of Public Works and Safety in a separate file in the Clerk-Treasurer's Office for a minimum of five (5) years in accordance with Indiana Code § 5-22-10-3.

PASSED by the Goshen Board of Public Works and Safety on July 31, 2025.

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

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

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

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

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

## GENERAL AGREEMENT

TT FASTER LLC, dba *FASTER* Asset Solutions, hereinafter referred to as "*FASTER*," and **The City of Goshen, IN** hereinafter referred to as "Customer," agree to the following terms and conditions as detailed below and in the attached Schedules A-E (collectively, the "Agreement"), which are as follow:

- Schedule A: Statement of Work
- Schedule B: Software Upgrades & Support Agreement
- Schedule C: Software License Agreement
- Schedule D: Cloud Service Level Agreement (SLA)
- Schedule E: Pricing & Payment Terms

### 1. *FASTER* Web and Custom Deliverables:

- a. This Agreement may have custom deliverables, which are distinct and separate from *FASTER* Web. Custom deliverables, if any, will be listed in the Pricing & Payment Terms, attached as Schedule E. There are also several add-on products to *FASTER* Web that may be identified in Schedule E and licensed separately.

Whatever add-ons, custom deliverables and converted data are listed in Schedule E as work product will be deployed together through a "Soft Go-Live" instance. If there is additional work product that is to be delivered separately (after the initial Go-Live) that will be specifically listed in Schedule E. The Soft Go-Live instance is tested in the *FASTER* datacenter and then deployed to Customer's single environment that serves as Customer's test environment during the implementation and will become the production environment upon Go-Live. This permits Customer to perform whatever tests it deems necessary in the later environment to which it will have access. Customer having one environment through the life of the implementation that will be promoted to the production environment is a critical aspect of quality control that is a distinctly important part of the *FASTER* Web implementation process.

- b. Integrations & Business Intelligence Work Approvals & Testing:

All solutions, processes, and custom deliverables will be documented in the Statement of Work, which will be confirmed by both parties at the time of project kickoff.

- Post project kickoff change orders will be documented in writing and signed by both parties to confirm agreement.

#### Data Conversion Testing:

If data conversion services are included in Schedule E, the following will apply:

- i. *FASTER* will perform data validation testing.
- ii. *FASTER* will ensure the accuracy of the data *FASTER* loads into Customer's *FASTER* Web database against the data provided by Customer.
- iii. *FASTER* will confirm Customer's converted data meets the business rules of *FASTER* Web.

- iv. Once *FASTER* has completed data validation testing internally, *FASTER* will provide Customer a Soft Go-Live copy of the database that contains the data *FASTER* loaded.
- v. Customer may, at its discretion, perform any due diligence it deems necessary to validate this data.
- vi. *FASTER* will provide data validation test cases for Customer to use free of charge.
- vii. Any data defects Customer finds and reports during its Soft Go Live Data Conversion Testing that are the result of *FASTER*'s work will be corrected by *FASTER* at no charge to Customer.

## 2. Taxes

Prices and fees are exclusive of all federal, state, municipal, or other government, excise, sales, use, occupational, or like taxes now in force or enacted in the future and, therefore, prices are subject to an increase equal in amount to any tax *FASTER* may be required to collect, or pay, upon the sale or delivery of items purchased or licensed. If a certificate of exemption, or similar document, is available to exempt the sale from sales or use tax liability, Customer will provide *FASTER* with a copy of such certificate or document.

## 3. Proprietary Rights of *FASTER*

- a. Nature of Rights and Title: Customer recognizes that all computer programs, system documentation, and other materials supplied by *FASTER* to Customer are subject to the proprietary rights of *FASTER*. Customer agrees that the programs, documentation, and all information or data supplied by *FASTER*, in machine-readable form are trade secrets of *FASTER*, are very valuable to *FASTER*, and that their use and disclosure must be controlled.

Title: *FASTER* retains title to and all intellectual property rights to all programs, documentation, information or data furnished by *FASTER*. Customer retains rights to the asset data related to its property, which is housed within the MSSQL database. Other aspects of that MSSQL database, such as database structure and database objects remain the proprietary property of *FASTER*.

Customer shall keep each and every item to which *FASTER* retains title free and clear of all claims, liens and encumbrances except those of *FASTER*. Any act of Customer, voluntary or involuntary, purporting to create a claim, lien, or encumbrance on such an item shall be void.

- b. Restrictions on Customer Use: The computer programs and other items supplied by *FASTER* hereunder are for the sole use of Customer and Customer's employees/agents.
  - i. Competitive Uses: Customer agrees that it will not directly or indirectly lease, license, sell, offer, negotiate, or contract to provide any software similar to that supplied hereunder to any third party. This clause, however, will not prohibit Customer from acquiring, for its own use, software from third parties. Customer agrees that it will not:

1. Copy or duplicate, or permit anyone else to copy or duplicate, any physical or electronic version of the programs, databases, documentation, or information furnished by *FASTER* (other than for internal backup purposes).
  2. Create or attempt to create, or permit others to create or attempt to create, by reverse engineering or object program or otherwise, the source programs, or any part thereof, from the object program or from other information made available under this Agreement (whether oral, written, tangible, or intangible). Customer may copy for its own use documentation and any other materials provided by *FASTER*.
  3. Modify or permit others to modify the system's database structure. Any such modifications will void *FASTER's* warranties and *FASTER's* obligation to provide Software Upgrades and Support pursuant to Schedule B.
- ii. Demonstrations. Due to the proprietary nature of *FASTER* Web, Customer agrees not to demonstrate or show *FASTER* Web to any competitors, or consultants that work with competitors, of *FASTER*.

c. Transfer/Expansion of Rights

Customer's rights to use the programs, documentation, and other materials supplied by *FASTER* under this Agreement shall not be assigned, licensed, or transferred to a successor, affiliate or any other person, firm, corporation, or organization voluntarily, by operation of law, or in any other manner without the prior written consent of *FASTER*, which shall not be unreasonably withheld.

d. Equitable Relief

If Customer attempts to use, copy, license, or convey the items supplied by *FASTER* hereunder in a manner contrary to the terms of this Agreement or in competition with *FASTER* or in derogation of *FASTER's* proprietary rights, whether these rights are explicitly herein stated, determined by law, or otherwise, *FASTER* may, in addition to other remedies available to it, seek equitable relief enjoining such action.

e. Binding Effect & Definitions

Customer agrees that this Agreement binds the named Customer and each of its employees, agents, representatives, and persons associated with it. This Agreement further binds each affiliated organization and any person, firm, corporation, or other organization with which Customer may enter a joint venture or other cooperative enterprise. The term employee means individual on whose behalf Customer withholds income taxes or makes contributions under the federal insurance contributions act or similar statutes in other nations.

5. Exclusion of Incidental, Consequential and Certain Other Damages

Neither *FASTER* nor its suppliers shall be liable for any special, incidental, indirect, punitive or consequential damages arising out of the use of or inability to use the *FASTER* software or its associated support services, or the provision of or failure to provide support services under this Agreement.

## 6. Limitation of Liability

Customer agrees that *FASTER's* liability to Customer or any third party due to negligent professional acts, errors or omissions or breach of contract by *FASTER* will be limited to an aggregate of *FASTER's* total fees.

## 7. Confidential Information

**"Confidential Information"** means any software provided by *FASTER* to Customer under this Agreement, the logon identifiers and passwords provided to Customer and its authorized users, materials marked confidential by Customer or *FASTER* and any other information conveyed under this Agreement in writing or orally that is designated confidential or by the circumstances in which it is provided reasonably would be considered confidential. Each party acknowledges and agrees that: (a) the Confidential Information constitutes trade secrets of the party owning such Confidential Information; (b) it will use Confidential Information of the other party solely in accordance with the provisions of this Agreement; and (c) it will not disclose, or permit to be disclosed, the Confidential Information of the other party to any third party without the disclosing party's prior written consent. Each party will take all reasonable precautions necessary to safeguard the confidentiality of the other party's Confidential Information including, at a minimum, those precautions taken by a party to protect its own Confidential Information of a similar nature, which will in no event be less than a reasonable degree of care. Confidential Information will not include information that is: (a) publicly available through no fault of the receiving party; (b) already in the other party's possession and not subject to a confidentiality obligation; (c) obtained by the other party from any source without breach of any obligation of confidentiality; or (d) independently developed by the other party without reference to the disclosing party's Confidential Information. Either party may disclose such Confidential Information as is required to be disclosed by order of a court or other governmental entity, provided reasonable notice is given to the party owning such Confidential Information so that such party may challenge the disclosure or obtain a protective order or other equitable relief. The obligations in this section as to Confidential Information shall continue for a period of five years following termination of this Agreement, including all renewal terms.

## 8. Term and Termination

The initial term of this Agreement shall be for **five years (60 months)** from the Effective Date. After expiration of the initial term, Annual Software and Support (as outlined in Schedule B) shall automatically renew for successive one-year periods unless either party provides written notice of non-renewal at least 60 days prior to commencement of the applicable renewal term. The costs for Annual Software and Support in this Agreement will increase annually by the Consumer Price Index for the United States as published by the Bureau of Labor Statistics of the United States Department of Labor (capped at no more than 6% annually), or, if specified, by the amount identified in the pricing quotation. The parties will work in good faith to allow each party to unwind this relationship if termination occurs.

### a. Termination by *FASTER*

*FASTER* shall have the right, upon notice to Customer, to terminate this Agreement if: (a) Customer fails to pay *FASTER* any amount due hereunder and such failure to pay is not cured within 30 days following *FASTER's* notice to Customer of such breach; (b) Customer is in material breach of this Agreement, provided such breach is not cured by Customer within



30 days following *FASTER*'s notice to Customer of such breach; or (c) Customer (i) terminates or suspends its business activities; (ii) makes an assignment for the benefit of creditors, or becomes subject to direct control of a trustee, receiver or similar authority; or (iii) becomes subject to any bankruptcy or insolvency proceeding under federal or state statutes.

b. Termination by Customer

Customer will have the right, upon notice to *FASTER*, to terminate this Agreement if (a) *FASTER* is in material breach of this Agreement and *FASTER* fails to remedy such material breach within 30 days of its receipt of such notice; or (b) *FASTER* (i) terminates or suspends its business activities; (ii) makes an assignment for the benefit of creditors, or becomes subject to direct control of a trustee, receiver or similar authority; or (iii) becomes subject to any bankruptcy or insolvency proceeding under federal or state statutes.

c. Early Termination

Customer recognizes that pricing consideration is given for multi-year term agreements. In the event that Customer elects to cancel the Agreement without cause prior to the completion of the initial term, Customer agrees to pay 25% of the unbilled portion of the Agreement for the remaining term.

9. General

a. Agreement Modifications

This Agreement can be modified only by a written agreement duly executed by persons authorized to sign agreements on behalf of Customer and of *FASTER*. Any variance from the terms and conditions of this Agreement in any order or other written notification from Customer will be of no effect unless agreed to in writing by *FASTER*.

b. Entire Agreement

This Agreement constitutes the entire agreement among the parties, and any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding on any party except to the extent incorporated in this Agreement.

c. No Other Warranties outside of this Agreement

EXCEPT FOR THE EXPRESS WARRANTIES STATED IN THIS AGREEMENT, *FASTER* DISCLAIMS ALL WARRANTIES WITH REGARD TO THE *FASTER* PRODUCT SOLD HEREUNDER, INCLUDING ALL IMPLIED WARRANTIES OF MARKETABILITY AND FITNESS AND ALL OBLIGATIONS OR LIABILITIES ON THE PART OF *FASTER* FOR DAMAGES INCLUDING, BUT NOT LIMITED TO, CONSEQUENTIAL DAMAGES ARISING OUT OF, OR IN CONNECTION WITH, THE USE OR PERFORMANCE OF THE SYSTEM.

d. Severability

If any provision or provisions of this Agreement shall be held to be invalid, illegal, or non-enforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

e. Force Majeure

Neither party shall be liable in damages or have the right to terminate this Agreement for any delay or default in performing hereunder if the delay or default is caused by conditions beyond its control including, but not limited to, Acts of God, government restrictions, wars, insurrections, pandemics or any other causes beyond the reasonable control of the party whose performance is affected.

f. Limitation Period (3 years)

No action, regardless of form, arising out of this Agreement may be brought by either party more than three (3) years after the cause of action has arisen, or, in the case of non-payment, more than three (3) years from the date of the last payment.

g. Asset Count

*FASTER* reserves the right to periodically and reasonably confirm Customer's Standard Active Asset and Non-Standard Active Asset counts. Customer will reasonably cooperate with *FASTER* in the asset count confirmation process. Should those counts exceed the number of active assets licensed by Customer, *FASTER* reserves the right to bill Customer for those excess assets at the applicable additional asset rate noted in Customer's Statement of Work (SOW), Pricing & Payment Terms.

h. Public Agencies

With *FASTER*'s approval, this Agreement may be extended for use by other municipalities and government agencies of any state. Any such usage by other municipalities and government agencies must be in accord with the ordinance, charter, and/or rules and regulations of the respective political entity. Special discount(s) provided to Customer will not necessarily apply to other customers. Customer does not accept any responsibility or involvement in the purchase orders or contracts issued by other public agencies.

i. Governing Law

This Agreement will be governed by the laws of the state of Indiana. Customer acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and conditions. Further, Customer agrees that it is the complete and exclusive statement of the agreement between the parties, which supersedes all proposals or prior agreements, oral or written, and all other communications between the parties relating to the subject matter of this Agreement.

## AGREED TO:

Customer: The City of Goshen, IN	TT FASTER LLC DBA <i>FASTER</i> Asset Solutions:
By: _____ Gina Liechty	By: <u>    <i>Dan Levy</i>    </u>
Title: Mayor	Title: <u>President</u>
Date: <u>07/31/2025</u>	Date: <u>7/29/2025</u>

## Schedule A: Statement of Work

### 1. SERVICES

- a. Orders for Services.
  - i. *FASTER* will provide and make the Services available to Customer in accordance with the terms and conditions of this Agreement and any applicable written Quote signed by all parties, which becomes an Order.
  - ii. In the event of a conflict between the terms of this Agreement and the terms of an Order, the terms of this Agreement will govern to the extent of the conflict unless the Order expressly states that it is intended to modify the conflicting terms of this Agreement, in which case the terms of the Order will govern to the extent of the conflict.
- b. Professional Services.
  - i. If specified in an Order, *FASTER* will provide Professional Services to Customer in accordance with this Agreement and the applicable Order.
    - 1. Data Extraction Support Services – optional add on service to support Customer with data extraction, mapping, and database population from existing database to *FASTER* Web MSSQL staging database.
  - ii. *FASTER* will own any improvements, enhancements, configurations, or other derivative works to the Cloud Services made by *FASTER* in connection with the Professional Services.
- c. Training Services.
  - i. *FASTER* shall provide training services via live, instructor led web-based internet sessions, live in person sessions, and via collateral materials for self-directed customer training. All training options shall include the instructional materials provided.
  - ii. Training may include some or all of the following training; supervisory and administrative functions, technicians, train the trainer, operators, and other identified customer representatives.
  - iii. All quotes for training options and/or combinations will be delivered in writing and only executed with Customer's authorized signature. Onsite training is recommended at key intervals based on customer need and/or deployment complexity. *FASTER* will provide quotes for onsite training as requested and/or as recommended at *FASTER*'s then-current rates (unless specified in an Order. otherwise) plus travel expenses, which include airfare, ground transportation, parking, lodging, per diem, and administrative expenses.
- d. Implementation/Configuration Services.
  - i. *FASTER* shall provide Customer with account setup information within fourteen (14) days of the effective date of Order.
  - ii. To permit *FASTER* to perform historical data import, Customer shall provide *FASTER* with any requested configuration information and a copy of the Customer *FASTER* Win database and/or other external database as applicable. This typically is provided within twenty (20) business days of the applicable Order's effective date, or at a date mutually agreed upon within the project plan.
- e. Custom Work

- i. This Agreement may have custom work product, which is distinct and separate from the *FASTER* Web services and software. Custom work, if any, will be listed in Schedule E, or within a subsequent order document.
- ii. There are also several software products that are licensed separately. Therefore, if the product is not specifically listed in Schedule E, no license rights are conveyed.

## 2. PROJECT MANAGEMENT.

### a. Project Managers.

- i. Each party shall, throughout the Term, maintain within its organization a project manager to serve as such party's primary point of contact for day-to-day communications, consultation, and decision-making regarding the Services.
- ii. Each such project manager shall be responsible for providing all day-to-day consents and approvals on behalf of such party under this Agreement.
- iii. Customer's project manager will assist with scheduling and coordinating training sessions and other requests Customer may have for the Services.
- iv. Each party shall ensure its project manager has the requisite organizational authority, skill, experience, and other qualifications to perform in such capacity.

### b. Delays in Performance.

- i. *FASTER* shall not be deemed in breach of its obligations under this Agreement or otherwise liable if *FASTER*'s performance of its obligations under this Agreement is prevented or delayed by the unavailability of Customer's data, to include, but not be limited to, an existing *FASTER* Win database or other existing database.
- ii. Additionally, *FASTER* will not be considered in breach of its obligations due to Customer delays with respect to configuration decisions, training scheduling, assigned project task completion, differences in the descriptions of the fleet as provided by Customer, or any other act or omission of Customer, its project manager, or any other of its agents, subcontractors, consultants or employees.
- iii. *FASTER*'s obligation to perform will be extended by the same number of days as Customer's contingent action is delayed plus additional coordination time that results from these delays.
- iv. *FASTER* will always work to minimize delays and partner with the Customer to address solutions if and when these situations occur.

## 3. *FASTER* Web Application

- a. One instance of the *FASTER* Web application with one database is included.
- b. Unlimited user access (named accounts) is included.
- c. *FASTER* Fleet Management Dashboard includes 8 Key Performance Indicator (KPI) Charts, as Module landing page charts.

### d. MODULES

- i. Assets
- ii. Inventory
- iii. Maintenance
- iv. Fuel
- v. Accounting
- vi. Vendors
- vii. Reports

### e. Technician Workstation

### f. Customer Portal

## 4. SELECTED (OPTIONAL) SOFTWARE COMPONENTS

- a. Selected software add-on components as indicated in the Order.
  - b. Selected components are not included in the standard *FASTER* Web Application and are priced separately for initial and ongoing recurring fees.
5. Application Programming Interface (API) (OPTIONS)
- a. Communication protocol that allows communication between *FASTER* Web and specifically identified application. Includes all required definitions and protocols to communicate with external application as identified. Includes updates to the API if required due to definition or protocol changes.
    - i. Integrations Web Service API to retrieve, create, update, and delete API data is included with any purchased API. The Integrations Web Service returns setting values from the integration console and captures the execution history by status.
    - ii. Health Web Service API included with any purchased API option. Confirms user authentication and communication success, and provides diagnostics information for troubleshooting communication activity.
  - b. Maintenance Repair API
    - i. Retrieve work order and direct charge repair information from *FASTER* Web
  - c. Asset Alerts API
    - i. Retrieving and creating alerts from telematics vendor for assets in *FASTER* Web once per hour.
    - ii. Create one or more alerts for an asset or a collection of alerts for an asset in *FASTER* Web.
  - d. Asset Locations Web Service API
    - i. Create GPS location record for an Asset in *FASTER* Web from an external automated vehicle location/GPS vendor.
    - ii. One or more new location records are created once per hour per asset.
  - e. Inventory Orders and Invoices API
    - i. Import invoices into *FASTER* Web based on received date
    - ii. Import orders and line items by status and date
    - iii. Import orders and line items by Vendor Name, Vendor Code, and Purchase Order Number
    - iv. Create orders and order line items (optional parameter)
    - v. Deletes orders and order line items.
  - f. Inventory Item Request Web Service API
    - i. Retrieve item requests and create item request messages.
    - ii. Item requests include Storeroom, Begin and/or End Date and Offset
    - iii. Item Request Messages for technician include Item Request Identifier (unique), Message Subject, Message Body
  - g. Asset Meter Readings Web Service API
    - i. Create meter readings for each asset in *FASTER* Web daily per asset from external vendor data feed.
  - h. Purchase Orders Web Service API
    - i. Import one or more Purchase Orders that match the given Vendor Names, Vendor Codes and Purchase Order Numbers.
    - ii. Create one or more purchase orders and budget line items for purchase orders.
  - i. Process Billing Automation Web Service API
    - i. Auto create date specific billing statement in *FASTER* Web
  - j. Asset Birth Certificate Web Service API

- i. Retrieves and updates Assets in *FASTER Web*.
  - ii. Parameters include current Asset Status, date, VinSerial, License, Asset Number, and Organization.
- 6. Integrations (OPTIONS)
  - a. Asset Alerts Import
    - i. Import telematics alerts such as, but not limited to, Diagnostic Trouble Codes (DTC), fault codes, inspection comments from external vendors.
  - b. Asset Locations Import
    - i. Latitude and longitude GPS data points imported from Automated Vehicle Locator system and displayed on *FASTER Web*'s map
    - ii. Fixed location and ignition status at time of import to be used to track parked vehicle locations.
    - iii. Requires vendor provided flat file that contains all required data or *FASTER Web* can fetch data via an APIs using SOAP-based web services or RESTful-based APIs
  - c. Asset Meter Readings Import
    - i. Import cumulative asset meter readings available from vendor into *FASTER Web*.
    - ii. Supported meter types that may be imported include Miles, Hours, PTO, Engine Idle Hours, etc.
    - iii. *FASTER Web* can fetch meter data from external vendor APIs using SOAP-based web services or RESTful-based APIs. Flat files with conforming data structure can be imported as well.
  - d. Single Vendor Fuel Import
    - i. Import fuel usage data by asset from a Fuel System Vendor (FSV).
    - ii. Live production export flat files including the complete disbursement transaction data from Fuel System Vendor are required for import.
  - e. Fuel Dispenser Integration
    - i. Allows *FASTER Web* users to track the individual fuel site and/or dispenser source.
    - ii. Allows configuration to track Inventory Items so fuel imports deplete quantity from inventory.
  - f. VIN Decoder
    - i. Scan or manually enter a VIN into *FASTER Web* Create Asset and Select Asset processes.
    - ii. VIN decoded by the National Highway and Transportation Safety Administration (NHTSA).
    - iii. Automatically creates Table Look Up values, such as Make, if the value provided by NHTSA is not in *FASTER Web*.
    - iv. Decoded VINS trigger import of the following fields and pre-populate in *FASTER Web* "Create New Asset" function.
      - 1. Vehicle Make, Vehicle Model, Year, Drivetrain, Engine
    - v. Decoded NHTSA values not already in the system will automatically be added to the appropriate field list in Setup when saving the asset.
    - vi. NHTSA values are checked to confirm active status in *FASTER Web*.
- 7. Modules (OPTIONS)
  - a. Barcoding Add On
    - i. Software to scan and print 2D or Symbiology – Code 128 barcodes
  - b. Alert Filtering and Mapping Add On

- i. Automatically create pending repairs or service items
  - ii. Automatically send text or email custom notifications.
  - iii. Assign custom descriptions to alerts from vendor provided XML file
  - iv. Optional alert description reference mapping to SAE (Society of Automotive Engineers) codes with SAE subscription.
- c. Dashboard Add On
  - i. Separate module with user definable views and settings
  - ii. 12 additional KPI (Key Performance Indicators) Charts
- d. *FASTER* Web Inventory Import Utility (IIU)
  - i. Interface that enables the issuance of parts and credits to *FASTER* Web work orders.
  - ii. Supports import of Inventory (parts) data from parts or fluid vendor.
  - iii. IIU is incorporated directly in *FASTER* Web Integrations Module
  - iv. Configuration is done within the *FASTER* Web Integrations Module, results are imported directly into the module.
  - v. Scheduling frequency of import as often as every five minutes.
  - vi. Data is retrieved via an external vendor provided comma separated value (CSV) flat file from a designated file location or SFTP site.
- e. Web-Based MotorPool Module
  - i. Software package to manage Asset Sharing, Asset Rentals and Asset Reservations for both attended and unattended motor pools
  - ii. Unlimited user access (named accounts)
  - iii. Workflow processes to manage customer and end user interaction, rate structures, multiple motor pool locations, and consolidated billing.
- f. Key Box Integration
  - i. Required to integrate keybox hardware with *FASTER* MotorPool module. Includes keyfob tracking, dispatch and reservations without requiring an onsite attendant.
- 8. Exports (OPTIONS)
  - a. Asset Alert Results Export
    - i. Utility to export alerts from *FASTER* Web by status fixed or cleared status.
    - ii. Fixed Alert exports include Alert Status, Alert Code, Alert Description, Asset Number, VIN/Serial, Maintenance Shop, Maintenance Shop Description, Work Order, Repair Description, Technician Name, Date/Time Completed
    - iii. Cleared Alert exports include Alert Status (Cleared), Asset Number, VIN/Serial, Alert Code, Alert Description, Date/Time Cleared
  - b. Asset Birth Certificate Export
    - i. Utility to provide initial and ongoing data for new and updated assets related to: asset identification, acquire/dispose, engines, fuel types, and meters for consumption by external solutions.
- 9. Data Services (OPTIONS)
  - a. Data Extraction Mapping Tools
    - i. Option 1: Pre-designed MS Excel data mapping template
    - ii. Option 2: MSSQL Staging Database provided for mapping and populating existing data for migration
  - b. Level 1 Data Conversion and Testing



- i. Data conversion from existing database to *FASTER* Web database. Includes Asset/Equipment Birth Certificates, Parts Birth Certificates, Vendor Birth Certificates, Employees/Users Records.
    - ii. Data Validation testing conducted to confirm data conversion integrity.
  - c. Level 2 Data Conversion and Testing
    - i. Data conversion from existing database to *FASTER* Web database. Includes Fuel Transaction Details and Work Order Transaction Details
    - ii. Data Validation testing conducted to confirm data conversion integrity.
  - d. Level 3 Data Conversion and Testing
    - i. Data conversion from existing database to *FASTER* Web database. Includes Inventory Orders/Receipt Transaction Detail, Chart of Accounts
    - ii. Functional stability testing conducted to ensure no data conflicts with *FASTER* Web table structure.
    - iii. Data Validation testing conducted to confirm data conversion integrity.
- 10. Implementation/Pre Go-Live Training Modules – training modules are continually enhanced and updated, examples of these modules are found below.
  - a. Maintenance Management Overview
  - b. System Configuration for *FASTER* Web system settings
  - c. Training Plan and Schedule for specific system users and job functions.
  - d. Live System Management Webinars: Assets, Inventory, Maintenance, Vendors, Reports, and Dashboards.
- 11. Go Live Training
  - a. Typically delivered on site during the first week *FASTER* Web is deployed and fully implemented.
  - b. Full system review followed by comprehensive sessions covering Setup of Users and Permissions; Inventory; Maintenance, Creating Work Orders; Fuel; Accounting; Vendors; Reports; and Technician Workstation.
- 12. Post Go-Live Training (OPTIONS)
  - a. Users are invited to attend scheduled *FASTER* Q&A topic focused sessions to get questions answered, learn best practices, and sharpen their *FASTER* Web skills. These are available for no additional charge for 12 months after Go-Live.
  - b. Add on programmed training packages are available at scheduled intervals (i.e., quarterly, semi-annually, and annually) after Go-Live. These packages include review and reinforcement, advanced specialty training, and new employee introductory training modules. Training packages are conducted both remotely and in person as required.
  - c. New manager training program modules are available to introduce Customer new hire management to the *FASTER* Web solution and provide understanding of the tools, capabilities and reporting analytics to replacement management personnel.

## Schedule B: Software Upgrades & Support Agreement

1. Software Upgrades & Support will consist of: (i). Upgrades to the *FASTER* Web software and custom deliverables listed in any Statement of Work; (ii). Correction of defects to keep the software in conformance with the applicable user documentation; and (iii). Support listed in Section 4.
2. Software Upgrades:
  - a. Software upgrades are regularly scheduled and implemented by *FASTER* to all customers with current Software Upgrades & Support Agreements (i.e., it cannot have expired). Upon completion of the initial term, which is **5 years (60 months)**, Software Upgrades & Support will automatically renew unless either party provides written notice of non-renewal at least 60 days prior to commencement of the applicable renewal term. Software Upgrades & Support provides the following benefits:
    - i. Upgrades to *FASTER* Web: Each new version release is included under this Agreement.
    - ii. Upgrades to Add-on Products and Customizations: All Add-on Products and customizations will be upgraded to function with new versions of *FASTER* Web.
3. Software Defects: Software Upgrades & Support covers issues or problems that are the result of verifiable, replicable errors (*FASTER* will use all reasonable means to verify and replicate) in the software ("Verifiable *FASTER* Defect"). An error will be a Verifiable *FASTER* Defect only if it constitutes a material failure by the software to function in accordance with the applicable software documentation. This documentation encompasses *FASTER* Web, and, if custom deliverables are included in Schedule E, the associated detailed Requirements Document.
4. *FASTER* Software Support Coverage and Policies

### Overview

*FASTER* Support Services are set forth in this Software Upgrades & Support Agreement. During the term of this Agreement, *FASTER* will provide the following support services if the Licensed Software does not operate substantially in accordance with the documentation. Support will be handled via phone, email, and the internet when *FASTER* support personnel are not at Customer's site. The infrastructure for this plan is a request tracking system used to facilitate the process of tracking and resolving customer needs and issues. Every service request is logged into the system and is accessible by *FASTER* support representatives.

- Full-service support hours are weekdays from 7:30 AM – 6:00 PM Eastern Time, except for holidays.
- On call support personnel are available 24/7/365 to handle Urgent and High severity issues outside of standard business hours.
- All support cases are entered in the *FASTER* tracking system, assigned a case number, and documented via email with a response and case number sent to Customer.

### Assignment of Service Request Severity

When Customer has opened a service request and reaches customer support, the *FASTER* associate will assess the severity of the request based on Customer's description of the issue.

Table 1 below describes the definitions used in identifying and assigning a severity level to Customer's reported issue for the *FASTER* Web cloud-based solution.

Severity Level	Criteria
Urgent	<ul style="list-style-type: none"><li>• Customer's production system is down due to an issue with a <i>FASTER</i> product.</li><li>• <i>FASTER</i> product is unusable resulting in total disruption of work or other critical business impact.</li><li>• No workaround is available</li></ul>
High	<ul style="list-style-type: none"><li>• Major feature/function failure</li><li>• Operations are severely restricted</li><li>• A workaround is available</li></ul>
Medium	<ul style="list-style-type: none"><li>• Minor feature/function failure</li><li>• Product does not operate as designed, minor impact on usage, acceptable workaround deployed</li></ul>
Low	<ul style="list-style-type: none"><li>• Minor issue</li><li>• Documentation, general information, enhancement request, etc.</li></ul>

### Response and Resolution Targets

*FASTER* Support response and resolution targets are described below:

**Response:** When *FASTER* Customer Support receives a support request, a support engineer will provide feedback to Customer that the request has been logged and assigned to the appropriate resource. The support team will work as efficiently as possible with Customer to ensure **a clear understanding of the issue, and, where applicable, attempt to reproduce or identify from the system log the issue.**

*FASTER* offers the option to submit support requests in three ways: via our web portal, direct email to [support@fasterasset.com](mailto:support@fasterasset.com), or via our phone support line.

Severity Level	Target Response	Target Resolution	Solution (1 or more of the following)
<b>Urgent</b>	1 Business Hour	Within 4 hours from actual response	<ul style="list-style-type: none"><li>• Satisfactory workaround is provided</li><li>• Product patch is provided</li><li>• Fix incorporated into future release</li><li>• Fix or workaround incorporated into Solution Library</li></ul>
<b>High</b>	4 Business Hours	Within 36 hours from actual response	<ul style="list-style-type: none"><li>• Satisfactory workaround is provided</li><li>• Product patch is provided</li><li>• Fix incorporated into future release</li></ul>

			<ul style="list-style-type: none"> <li>Fix or workaround incorporated into Solution Library</li> </ul>
<b>Medium</b>	1 Business Day	Within 5 Business Days	<ul style="list-style-type: none"> <li>Answer to question is provided</li> <li>Satisfactory workaround is provided</li> <li>Fix or workaround incorporated into Solution Library</li> <li>Fix incorporated into future release</li> </ul>
<b>Low</b>	1 Business Day	Within 10 Business Days	<ul style="list-style-type: none"> <li>Answer to question is provided through FAQ, Knowledge Base, or through trained customer subject matter experts (SME)</li> <li>Fix or workaround incorporated into Solution Library</li> </ul>

### Assignment of Service Request Status

When a customer contacts *FASTER* Customer Support and requests help to resolve a question or an issue, a service request is opened. The following table describes the possible status that may be assigned to a service request.

Status	Criteria
<b>Open/In-Process</b>	A service request has just been submitted. It may be assigned to an individual or a queue. <i>FASTER</i> has responded to Customer regarding receipt of the service request and is actively pursuing a resolution.
<b>Waiting on Customer</b>	<i>FASTER</i> is not actively working on the resolution of the service request. Generally, this is due to information pending from the submitter of the service request to be able to clearly understand, have the ability to reproduce or identify from the system log the issue at hand. However, service requests may be put on hold for other reasons as well.
<b>Active</b>	<i>FASTER</i> has identified the issue and is actively working on a resolution, but the issue requires additional activities, such as, but not limited to, development, integration, third-party discussions, and additional Customer department interaction. <i>FASTER</i> will regularly provide status updates and expected resolution timelines to the customer.
<b>Closed</b>	<p>Closed status reflects that:</p> <ul style="list-style-type: none"> <li>Customer and <i>FASTER</i> agree that a satisfactory resolution has been provided, or</li> <li>Customer understands that there is not a solution to the issue at hand, and the issue is not a result of a product defect, or</li> <li><i>FASTER</i> has made multiple attempts to contact Customer that opened the log and Customer has not responded.</li> </ul> <p>Electronic service requests (Web, e-mail) may be closed when <i>FASTER</i> Professional Services has provided an electronic reply with a high degree of confidence that the reply will resolve the issue or answer the question.</p>

Networking, hardware and installed software at the site are the sole responsibility of Customer and are not covered in Support Services. Customer misuse or unauthorized use of Licensed Software or Mobile Modules also is not covered in Support Services.

5. Training is provided as requested by Customer. Options for training include initial “Go-Live Training,” remote, web-based training, regional training sessions, progressive system administrator training, and onsite, in person training. Each option will be quoted, in writing, for Customer’s review. Once accepted, the account management team will coordinate scheduling at the earliest mutually acceptable date.
6. Customer’s Responsibilities:
  - a. Customer’s representative(s) must be qualified and authorized to communicate all necessary information.
  - b. Customer accepts sole responsibility for any compatibility problems between the *FASTER* Web software and any other application software or non-current software programs not maintained or supported by *FASTER*.
  - c. Provide all relevant information and supporting details necessary to clarify support issue(s).

Term:

A lapse in Software Upgrades & Support is defined as non-payment for 60-days. Customers who enter delinquent status may be subject to suspension of some or all services, including, but not limited to support, product updates, or access to cloud-based services. Removal of delinquent status will be at *FASTER*’s discretion and may require a penalty payment and/or increase in recurring service costs.

A customer may, at any time, license other *FASTER* software that will also have a Software Upgrades & Support fee. There will be an additional Software Upgrades & Support fee due at the time of licensing the additional software based on the associated licensing fee. Recurring service fees may be pro-rated to reflect term agreement pricing as is applicable.

## Schedule C: Software License Agreement

### 1) Scope of License

#### a) Grant:

Subject to and conditioned on Customer's compliance with the terms and conditions of this Agreement, *FASTER* grants Customer a personal, non-exclusive, non-transferable, non-sublicensable, limited license for its Authorized Users to use the Licensed Software on behalf of Customer solely during the subscription term set out in Schedule E: Pricing & Payments Terms (including all orders and/or addenda accepted following execution of this Agreement, which shall be incorporated automatically into Schedule E at the time of acceptance) and for Customer's internal business purposes in accordance with the Documentation. Under the foregoing license, Customer may either (a) install and/or host the Licensed Software on *FASTER*'s hosting provider's hardware, as agreed by the Parties in Schedule E; (b) install and/or host the Licensed Software on Customer's, or its designated contractor's, hardware and in the number of copies of the Licensed Software permitted in Schedule E (or other licensing metric set forth therein, as applicable); or (c) any combination of the foregoing (a) and (b).

- b) Limitations. Customer shall not, and shall require its Authorized Users not to, directly or indirectly: (a) use (including make any copies of) the Licensed Software or Documentation beyond the scope of the license granted; (b) provide any other person or entity, including any subcontractor, independent contractor, affiliate or service provider of Customer, with access to or use of the Licensed Software or Documentation; (c) modify, translate, adapt or otherwise create derivative works or improvements, whether or not patentable, of the Licensed Software or Documentation or any part thereof; (d) combine the Licensed Software or any part thereof with, or incorporate the Licensed Software or any part thereof in, any other programs other than as contemplated by Schedule E or by the Documentation; (e) reverse engineer, disassemble, decompile, decode or otherwise attempt to derive or gain access to the source code of the Licensed Software or any part thereof; (f) remove, delete, alter or obscure any trademarks or any copyright, trademark, patent or other intellectual property or proprietary rights notices provided on or with the Licensed Software or Documentation, including any copy thereof; (g) copy the Licensed Software or Documentation, in whole or in part, other than as permitted by this Agreement; (h) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer or otherwise make available the Licensed Software, or any features or functionality of the Licensed Software, to any third party for any reason, whether or not over a network or on a hosted basis, including in connection with the internet or any web hosting, wide area network (WAN), virtual private network (VPN), virtualization, time-sharing, service bureau, software as a service, cloud or other technology or service; (i) use the Licensed Software or Documentation in violation of any Law, regulation or rule; or (j) use the Licensed Software or Documentation for purposes of competitive analysis of the Licensed Software, the development of a competing software product or service or any other purpose that is to *FASTER*'s commercial disadvantage.

## 2) SaaS Services.

- a) Access. Subject to and conditioned on Customer's compliance with the terms and conditions of this Agreement, *FASTER* will provide Customer's Authorized Users a personal, non-exclusive, and non-transferable right to access and use the Licensed Software on behalf of Customer solely during the subscription term set out in Schedule E and for Customer's internal business purposes in accordance with the Documentation. *FASTER* shall host the Licensed Software on *FASTER*'s hardware, during the Access Term, as agreed by the Parties in this Agreement.
- b) Acknowledgment. Customer acknowledges and agrees that this Agreement and the rights provided pursuant to this Section 2 is a services agreement and *FASTER* will not be delivering copies of the Licensed Software to Customer or its Authorized Users as part of the SaaS Services.
- c) Proprietary Rights. Customer acknowledges and agrees that the Licensed Software and any necessary software used in connection with the services provided under this Agreement contain proprietary and confidential information that is protected by applicable intellectual property and other laws. Customer further acknowledges and agrees that the content or information presented to the Customer through the services provided pursuant to this Agreement may be protected by copyrights, trademarks, service marks, patents or other proprietary rights and laws. Except where expressly provided otherwise by *FASTER*, nothing in this Agreement or Documentation shall be construed to confer any license to any of *FASTER*'s intellectual property rights, including, but not limited to, the Licensed Software, whether by estoppel, implication, or otherwise.
- d) Limitations. Customer shall not, and shall require its Authorized Users not to, directly or indirectly: (a) use (including make any copies of) the Licensed Software or Documentation beyond the scope of the access and use granted; (b) provide any other person or entity, including any subcontractor, independent contractor, affiliate or service provider of Customer, with access to or use of the Licensed Software or Documentation; (c) modify, translate, adapt or otherwise create derivative works or improvements, whether or not patentable, of the Licensed Software or Documentation or any part thereof; (d) combine the Licensed Software or any part thereof with, or incorporate the Licensed Software or any part thereof in, any other programs other than as contemplated by Schedule E and the Documentation; (e) reverse engineer, disassemble, decompile, decode or otherwise attempt to derive or gain access to the source code of the Licensed Software or any part thereof; (f) remove, delete, alter or obscure any trademarks or any copyright, trademark, patent or other intellectual property or proprietary rights notices provided on or with the Licensed Software or Documentation, including any copy thereof; (g) copy the Licensed Software or Documentation, in whole or in part; (h) rent, lease, lend, sell, license, assign, distribute, publish, transfer or otherwise make available the Licensed Software, or any features or functionality of the Licensed Software, to any third party for any reason, whether on a network or on a hosted basis, including in connection with the internet or any web hosting, wide area network (WAN), virtual private network (VPN), virtualization, time-

sharing, service bureau, software as a service, cloud or other technology or service; (i) use the Licensed Software or Documentation in violation of any Law, regulation or rule; or (j) use the Licensed Software or Documentation for purposes of competitive analysis of the Licensed Software, the development of a competing software product or service or any other purpose that is to *FASTER's* commercial disadvantage.

- 3) The initial term of this license or subscription is 5 years (60 months). After expiration of the initial term, the license or subscription will automatically renew for successive one-year periods unless either party provides written notice of non-renewal at least 60 days prior to commencement of the applicable renewal term.

4) Environment:

Customer understands that it may use the Licensed Software in a single environment. In this Agreement, an "environment" is defined as a single installation (instance) of the Licensed Software and one *FASTER* Web database.

- a) *SINGLE FASTER TEST/PRODUCTION ENVIRONMENT*: In order to minimize costs, as well as control quality and reduce risk, there will only be one environment through the implementation process. This environment, upon installation and during implementation will be the test environment on which all tasks (system overview, configuration, testing, training, etc.) will be performed. Upon loading a final Go-Live database, this test environment will then be promoted to become the production environment.
- b) *OTHER TEST OR DEVELOPMENT ENVIRONMENT/S*: Customer may request a separate test or development environment for other purposes (e.g., during the implementation or after Go-Live) with the additional license and annual support fees outlined in Schedule E.

5) Software Modifications:

Customer may not modify the Licensed Software, including, but not limited to, reverse engineering of any component of the Licensed Software in order to perform any such modifications. Should Customer violate this provision, all warranties associated with the Licensed Software are null and void.



## Schedule D: Cloud Service Level Agreement (SLA)

### 1. Administration:

*FASTER* will issue to Customer's designated "Administrator" an individual logon identifier and password ("Administrator's Logon") for purposes of Customer administering the *FASTER* Web software. Using the Administrator's Logon, the Administrator shall assign each remaining Authorized User a unique logon identifier and password and assign and manage the business rules/permissions that control each such Authorized User's access to the *FASTER* Web software. Customer shall use commercially reasonable efforts to ensure that each Authorized User will: (a) use a logon identifier to access all areas of the system and not allow the system to be accessed without a logon identifier; (b) not disclose his/her logon identifier to any person or entity; (c) not permit any other person or entity to use his/her logon identifier and (d) use the *FASTER* Web software solely in accordance with the terms and conditions of this Agreement.

### 2. Database Backups

An incremental backup of the database to a local drive will occur hourly. And a full backup will occur nightly. Both the hourly and nightly full backups will be stored offsite.

### 3. Database Rights and Access:

3.1 Data Rights: Customer maintains full rights to its data contained in the database upon termination of this Agreement.

3.2 Access to Database: Unless Customer purchases the optional "Database Access," Customer will not have access to the database or database server (e.g., to run queries directly against the database). However, Customer will have access to download a copy of the database backup file on a regular basis. In addition, through the user interface of *FASTER* Web, Customer will have access to the business intelligence built into *FASTER* Web to search data, run reports and view data in dashboards.

### 4. Cloud Service Level Agreement:

4.1 Availability: *FASTER* shall maintain a datacenter adequate to make *FASTER* software available to Customer twenty-four (24) hour per day, seven (7) days per week (excluding scheduled maintenance) with service availability of not less than 99.9% (the "Service Level Commitment") calculated as specified below.

4.1.1 Formula. The *FASTER* software will, subject to the exceptions listed below, be available for a percentage of each calendar month at least equal to the Service Level Commitment. The availability of the *FASTER* software for a given month will be calculated according to the following formula (referred to herein as the "Availability"):

Where: Total minutes in the month = TMM

Total minutes in the month the Service is unavailable = TMU

And:  $((TMM - TMU) \times 100) / TMM = \text{Availability}$

4.1.2 For purposes of this calculation, the *FASTER* software will be deemed to be unavailable if application functions do not successfully complete. Further, the *FASTER* software will not be deemed Unavailable for any downtime or outages excluded from such calculation by reason of the exceptions set forth in Sections 4.1.3 and 4.1.4 below. *FASTER*'s records and data will be the sole basis for all SLA calculations and determinations.

4.1.3 Exceptions: (a). Maintenance performed at Customer's request outside of the normally scheduled maintenance will not be considered an outage. (b). The *FASTER* Web software will not be considered Unavailable for any outage that results from maintenance performed by *FASTER* of which Customer is notified 48 hours in advance and to which Customer does not reasonably object. (c). Downtime resulting from errors or issues created by Customer will not be included in the Unavailable total. (d). Should Customer opt to purchase access to the database, *FASTER* is not accountable for disruptions caused by Customer's actions related to database access.

4.1.4 The *FASTER* network extends to, includes and terminates at the datacenter located router that provides the outside interface of each of *FASTER*'s WAN connections to its backbone providers (referred to herein as the "*FASTER* Network"). The *FASTER* Web software will not be considered Unavailable for any outage unavailability due to (a) Customer's information content or application programming, acts or omissions of Customer or its agents, (b) failures of Internet backbone itself and the third-party network by which Customer connects to the Internet backbone or any other network unavailability outside of the *FASTER* Network; (c) delays or failures due to circumstances beyond *FASTER*'s reasonable control that could not be avoided by its exercise of due care; or (d) any other outage or downtime outside the *FASTER* Network.

4.2 Remedies: Subject to the exceptions provided for in this SLA, Customer will have the rights set forth below.

4.2.1 If the total Availability (as calculated in Section 4.1 above) for a given month is (a) below the Service Level Commitment and greater than or equal to 99.5%, Customer will receive three (3) Service Credits; (b) below 99.5% and greater than or equal to 99.0%, Customer will receive ten (10) Service Credits; and (c) below 99.0%, Customer will receive fifteen (15) Service Credits. Notwithstanding the foregoing and in lieu of the preceding Service Credits, any continuous outage of more than twenty-four (24) hours shall automatically result in a total of one month's value of Service Credits. If Service Level Commitment is not met for a second time in a thirty (30)-day period, then Customer shall be entitled to receive at Customer's election, either (i) another month's value of Service Credits, or (ii) the right to terminate this Cloud Service Level Agreement.

4.2.2 For purposes of this SLA, a Service Credit will be deemed to be an amount equal to 1/30<sup>th</sup> of the monthly fee for the cloud services to Customer (herein referred to as "Service Credit"). Service Credits will be recognized for billing purposes in the month following the month giving rise to such Service Credits. All Service Credits will be calculated assuming a 30-day month. Except as provided above in Section 4.2.1 of this SLA, Customer's right to receive Service Credits will be Customer's exclusive remedy for *FASTER*'s failure to satisfy the Service Level Commitment.

4.2.3 Remedies will not accrue (i.e., no Service Credits will be issued and an outage will not be considered unavailability for purposes of this SLA) if Customer is in breach of its payment obligations either when the outage occurs or when the credit would otherwise be issued.

4.3. Performance: Customer understands that performance of the *FASTER* Web software is dependent on multiple factors, including, but not limited to, internet access speed, onsite network capabilities, user demand load, and hardware performance.

## **SCHEDULE E: PRICING AND PAYMENT TERMS**

### **Payment Schedule**

#### **New Customer**

#### **Standard Quote**

<b>MILESTONE</b>	<b>PAYMENT</b>
<b>Upon Purchase Confirmation</b>	<b>30% One Time Fees</b>
<b>Kick off call is completed with the Client, software environment installations and setup completed, initial group of logins are delivered to the Client.</b>	<b>30% One Time Fees</b>
<b>101 Pre-Training / UAT (User Acceptance Testing) Access to Client resources for system operation provided, software use training session delivered. (System Overview)</b>	<b>20% One Time Fees</b>
<b>Delivery of converted data and Go Live of software package.</b>	<b>20% One Time Fees</b>
<b>1 year from Purchase Confirmation</b>	<b>100% of 1<sup>st</sup> Year Recurring Fees</b>

## **ADDENDUM**

THIS ADDENDUM is made and entered into the 24 day of July, 2025, by and between TT Faster LLC DBA Faster Asset Solutions (hereinafter referred to as “Contractor”) and the City of Goshen, Indiana (hereinafter referred to as “City”).

### WITNESSETH:

WHEREAS Contractor and City are parties to a certain agreement for Fleet Management Software for Central Garage (“Agreement”); and

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

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

#### State Law Provisions.

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

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

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

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

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

CITY: CITY OF GOSHEN, INDIANA

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

Name: Gina Liechty

Title: Mayor

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

CONTRACTOR: TT FASTER LLC DBA FASTER ASSET SOLUTIONS

Signed by:  
By: Brent VanNorman  
AF537B9059AC4BE...

Name: Brent VanNorman

Title: Legal Contractor

Date: 07/24/2025



## **CITY OF GOSHEN LEGAL DEPARTMENT**

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

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

Date: July 31, 2025  
To: Board of Public Works and Safety  
From: Bodie J. Stegelmann  
Subject: Resolution 2025-11, Policy Regulating Surface Treatments on Travel Surfaces, Statues, and Banners in the Right of Way

It is recommended that the Board adopt Resolution 2025-11 which approves a policy to regulate the application of aesthetic surface treatments on Travel Surfaces, and the placement of statues and banners in the public right of way.

Suggested Motion: Move to adopt Resolution 2025-11, Policy Regulating Surface Treatments on Travel Surfaces, Statues, and Banners in the Right of Way.

**GOSHEN BOARD OF PUBLIC WORKS AND SAFETY  
RESOLUTION 2025-11**

**Policy Regulating Surface Treatments on Travel Surfaces,  
Statues, and Banners in the Right of Way**

WHEREAS, The City of Goshen endeavors to design, construct, and maintain Travel Surfaces and the right of way, generally, under its jurisdiction in compliance with all applicable statutes, regulations, rules, and other laws, and in a manner that encourages safe travel, free of distractions.

WHEREAS, cities and towns across the country have been approached by groups seeking to apply aesthetic surface treatments, with intricate designs and bright colors of a complex or artistic nature, including messages, murals, and/or other types of artworks, on the Travel Surfaces in the right of way of the cities and towns.

WHEREAS, Indiana Code § 9-21-4-1 requires the City of Goshen to follow the Indiana Manual on Uniform Traffic Control Devices for Streets and Highways, ("Indiana Manual") which includes certain standards for Travel Surface treatments specific to allowable colors, geometric patterns, and materials, and the City of Goshen does not wish to confuse or distract motorists or pedestrians with any aesthetic surface treatments not contemplated by the Indiana Manual.

WHEREAS, The City of Goshen believes that the use of aesthetic surface treatments not conforming to the Indiana Manual may cause disruptions, obstructions, and hazards to vehicular and/or pedestrian traffic, potentially effecting the quality of the environment within the City of Goshen.

WHEREAS, The City of Goshen seeks to protect and promote the public health, safety, and welfare of the residents and visitors to the City of Goshen traveling on its Travel Surfaces by prohibiting the use of any aesthetic surface treatments not conforming to the Indiana Manual under its jurisdiction, and by prohibiting the placement of statues and banners within the right of way under its jurisdiction.

NOW THEREFORE, BE IT RESOLVED that the Goshen Board of Public Works and Safety hereby approves the attached policy Regulating Surface Treatments on Travel Surfaces, Statues, and Banners in the Right of Way, effective July 31, 2025.

[Continued next page.]



PASSED and ADOPTED by the Goshen Board of Public Works and Safety on July 31, 2025.

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Gina M. Leichty, Mayor

---

Mary Nichols, Member

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Orv Myers, Member

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Michael A. Landis, Member

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Barb Swartley, Member

**CITY OF GOSHEN POLICY**  
**Regulating Surface Treatments on Travel Surfaces,  
Statues, and Banners in the Right-of-Way**

**Adopted By:** Board of Public Works and Safety  
**Date Adopted:** July 31, 2025  
**Revised:** N/A

**Employees Affected: All Departments, Offices, and Employees**

---

**Section 1. Background.**

- A. The City of Goshen endeavors to design, construct, and maintain streets, highways, shared use paths, sidewalks, crosswalks, medians, shoulders, flush or raised islands, alleyways, sidewalk extensions, or any other travel way (“Travel Surfaces”) and the right-of-way, generally, under its jurisdiction in compliance with all applicable statutes, regulations, rules, and other laws, and in a manner that encourages safe travel, free of distractions.
- B. Cities and towns across the country have been approached by groups seeking to apply aesthetic surface treatments, with intricate designs and bright colors of a complex or artistic nature including messages, murals, and/or other types of artworks, on the Travel Surfaces in the right-of-way of the cities and towns.
- C. The Federal Highway Administration (“FHWA”) periodically approves its Manual on Uniform Traffic Control Devices for Streets and Highways (“MUTCD”) as the National Standard for traffic control devices used on all public streets, roadways, bikeways, or private roads open to public travel.
- D. Under Indiana Code § 4-22-2, the Indiana Department of Transportation adopted its Indiana Manual on Uniform Traffic Control Devices for Streets and Highways, (“Indiana Manual”), which must be regularly revised to remain in substantial conformance with the MUTCD.
- E. Indiana Code § 9-21-4-1 requires the City of Goshen to follow the Indiana Manual.
- F. The MUTCD includes certain standards and guidance for Travel Surface treatments that interact with official traffic control devices, specific to allowable colors, geometric patterns, and materials, and the City of Goshen does not wish to confuse or distract motorists or pedestrians with any aesthetic surface treatments not conforming to the MUTCD.
- G. The FHWA establishes that local jurisdictions have the responsibility to ensure the safety of road users where aesthetic surface treatments might interact with and have the potential to interfere with, detract from, or obscure official traffic control devices.

- H. The FHWA also finds that aesthetic surface treatments could encourage road users to interact directly with the artwork or give reason not to vacate a street safely, in an expedient or predictable manner, and that local jurisdictions should focus on the safe mobility and accessible navigation of all road users, including those with disabilities.
- I. The City of Goshen believes that the use of aesthetic surface treatments not conforming to the MUTCD on Travel Surfaces may cause disruptions, obstructions, and hazards to vehicular and/or pedestrian traffic, potentially effecting the quality of the environment within the City of Goshen.
- J. The City of Goshen seeks to protect and promote the public health, safety, and welfare of the residents and visitors to the City of Goshen traveling on its Travel Surfaces by prohibiting the use of any aesthetic surface treatments not conforming to the MUTCD on Travel Surfaces under its jurisdiction, and by prohibiting the placement of banners within the right-of-way under its jurisdiction.
- K. Individuals and groups have approached the City of Goshen seeking to place statues within the public right-of-way, and the City seeks to ensure that any statues so placed fully comply with Americans with Disabilities Act (“ADA”) accessibility standards (2010 ADA Standards for Accessible Design); the safe passage of all pedestrians, including individuals who are blind or visually impaired, through proper placement and detection clearances; and the preservation of unobstructed pedestrian pathways, minimum clear widths, and safety zones.

**Section 2.**     **Surface Treatments.** The City of Goshen, Indiana, shall not allow persons, groups, or organizations to place aesthetic surface treatments on the streets, highways, shared use paths, sidewalks, crosswalks, medians, shoulders, flush or raised islands, alleyways, sidewalk extensions, or any other travel way under the jurisdiction of the City of Goshen, Indiana. Persons, groups, or organizations shall not paint on or place any words, letters, numbers, pictures, illustrations, pictographs, symbols, or advertisements of any kind upon any of the streets, highways, shared use paths, sidewalks, crosswalks, medians, shoulders, flush or raised islands, alleyways, sidewalk extensions, or any other travel way under the jurisdiction of the City of Goshen.

**Section 3.**     **Statues.** The City of Goshen, Indiana, shall not allow persons, groups, or organizations to place any permanent or semi-permanent three-dimensional artwork or commemorative installation (“Statue”) within any right-of-way, shared use paths, alleyways, sidewalk extensions, or any other travel way under the jurisdiction of the City of Goshen, Indiana, unless the following conditions are satisfied:

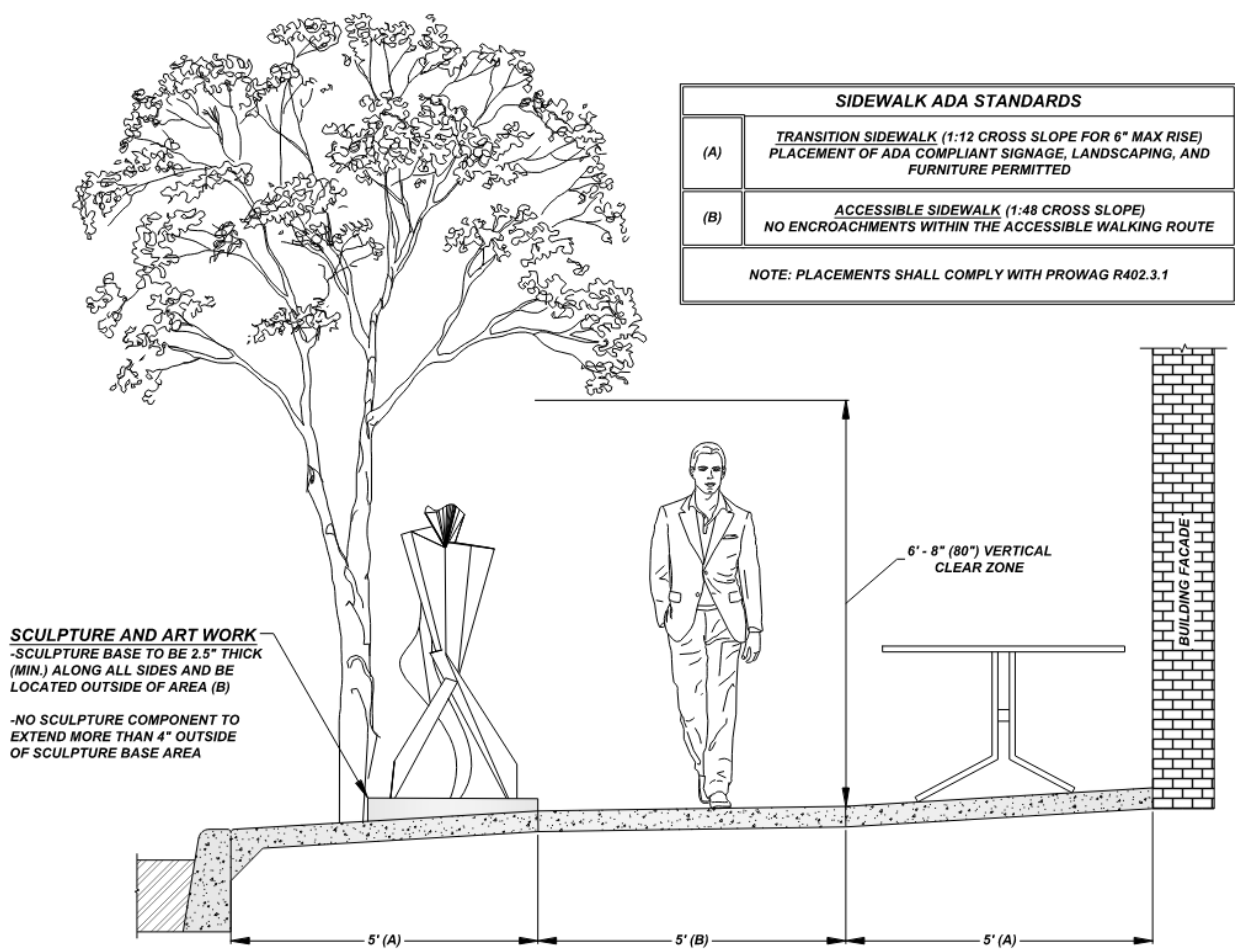
- A. Statues shall not be installed within required Pedestrian Circulation Paths, defined as a continuous unobstructed path connecting all accessible elements and spaces, a minimum of 4 feet (1.2 m) wide, or as dictated by local sidewalk width requirements. Statues should be placed within preferred installation zones, which include:

1. Furnishing zones, tree lawn strips, or setback areas outside of the Pedestrian Circulation Path.
  2. Plazas or designated public art zones with adequate circulation space.
- B. Statues must be cane detectable. Statues shall not be considered cane detectable if: the statue's leading edge is higher than 27 inches (685 mm) above ground level and protrudes into the Pedestrian Circulation Path by more than 4 inches (100 mm) without a detectable base. Strategies to make a statue cane detectable include:
1. Extending the statue to within 27 inches (685 mm) of ground level, or
  2. Installing a permanent barrier or detectable object at least 2.5" in height (e.g., planter or detectable railing) within 27 inches of the ground surface to ensure detection by cane users.
- C. If any part of the statue extends over Pedestrian Circulation Paths, the minimum vertical clearance shall be 80 inches (2030 mm) above the walking surface. For statues with arches, cantilevers, or components crossing over Pedestrian Circulation Paths no components may hang below 80 inches. If vertical clearance is reduced for aesthetic reasons in designated non-circulation spaces, barriers must be installed to prevent pedestrian entry into non-compliant zones.
- D. Statues must be structurally sound and safe. Statues shall be engineered for wind, vibration, and incidental contact loads per local structural codes. Foundations must prevent tipping or movement under foreseeable public interaction. Surfaces shall be free of sharp edges, protruding fasteners, or features causing injury upon contact.
- E. Materials must be durable and corrosion-resistant for long-term public exposure. Statues shall incorporate contrasting finishes or colors to improve visibility for low-vision pedestrians if within or adjacent to Pedestrian Circulation Paths. Statues are subject to periodic inspections for structural integrity and compliance with ADA path clearance.
- F. A depiction of an ADA compliant sidewalk and examples of suitable sculpture placements are attached to this policy.
- G. All statue installations within the right-of-way require review and approval by City Engineering and ADA Coordinator, after submission of detailed site plans indicating statue dimensions, base, placement, and clearances.

**Section 4.**     **Banners.** The City of Goshen, Indiana, shall not allow persons, groups, or organizations to place banners within the right-of-way under the jurisdiction of the City of Goshen, Indiana.

**Section 5.**     **Exception.** The prohibitions contained in this Policy shall not apply to official pavement markings and traffic control devices placed by the City of Goshen, the County of Elkhart, or by the State of Indiana, nor shall it apply to any aesthetic surface treatments placed on streets, highways, shared use paths, sidewalks, crosswalks, medians, shoulders,

flush or raised islands, alleyways, sidewalk extensions, or any other travel way by the City of Goshen, or placed as part of a City of Goshen sponsored program. Nor shall the prohibitions contained in this Policy apply to the placement of banners within the right-of-way by the City of Goshen, or placed as part of a City of Goshen sponsored program.



SIDEWALK ADA STANDARDS	
(A)	TRANSITION SIDEWALK (1:12 CROSS SLOPE FOR 6" MAX RISE) PLACEMENT OF ADA COMPLIANT SIGNAGE, LANDSCAPING, AND FURNITURE PERMITTED
(B)	ACCESSIBLE SIDEWALK (1:48 CROSS SLOPE) NO ENCROACHMENTS WITHIN THE ACCESSIBLE WALKING ROUTE
NOTE: PLACEMENTS SHALL COMPLY WITH PROWAG R402.3.1	

**DOWNTOWN ADA COMPLIANT SIDEWALK LAYOUT**

NOT TO SCALE

Examples of suitable sculpture placements:



Providence, R.I. – 62 Dorrance St. – Large mounting base in landscape space outside the walkway





Providence, R.I. – Fountain St. – Artwork within boundary of mount located within walking path. Artist Carlos Davila. Titled "Sine Wave"





Artwork within ADA detectable base outside of the accessible walkway. Artist Nathan Pierce, Titled "Connected."



Projections extend outside of base but not by more than 4". Artist Keith Haring, Untitled (Three Dancing Figures), Version A, 1989.



## **CITY OF GOSHEN LEGAL DEPARTMENT**

City Annex  
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Goshen, Indiana 46528-3405

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[www.goshenindiana.org](http://www.goshenindiana.org)

Date: July 31, 2025  
To: Board of Public Works and Safety  
From: Bodie J. Stegelmann  
Subject: Resolution 2025-20, Adopting the Americans with Disabilities Act Standards For Accessible Design and Public Right-of-Way Accessibility Guidelines

It is recommended that the Board adopt Resolution 2025-20 which adopts for public rights-of-way the 2010 Americans with Disabilities Act Standards for Accessible Design and the 2023 Public Right-of-Way Accessibility Guidelines for pedestrian facilities in the right-of-way.

Suggested Motion: Move to adopt Resolution 2025-20, Adopting the Americans with Disabilities Act Standards For Accessible Design and Public Right-of-Way Accessibility Guidelines

**GOSHEN BOARD OF PUBLIC WORKS AND SAFETY  
RESOLUTION 2025-20**

**Adopting the Americans with Disabilities Act  
Standards For Accessible Design and  
Public Right-of-Way Accessibility Guidelines**

WHEREAS by Resolution 2011-Q adopted December 12, 2011, the Board of Public Works and Safety previously adopted the 2010 Americans with Disabilities Act Accessibility Guidelines Standards for Accessible Design and the 2011 Guidelines for Pedestrian Facilities in the Public Right-of-Way.

WHEREAS the 2011 Guidelines for Pedestrian Facilities in the Public Right-of-Way have been superseded by the Americans with Disability Act 2023 Public Right-of-Way Accessibility Guidelines ("PROWAG").

WHEREAS it is necessary for the City of Goshen to adopt PROWAG.

NOW, THEREFORE, BE IT RESOLVED by the Goshen Board of Public Works and Safety that the following City of Goshen Policy for Adopting the Americans with Disabilities Act Standards For Accessible Design and Public Right-of-Way Accessibility Guidelines attached hereto and made a part hereof, is hereby approved.

BE IT FURTHER RESOLVED by the Goshen Board of Public Works and Safety that, upon the approval of the above-described policy, Resolution 2011-Q, Adopting the Americans with Disabilities Act (ADA) Accessibility Guidelines for Standards for Accessible Design and the Guidelines for Pedestrian Facilities in the Public Right-of-Way is repealed.

PASSED and ADOPTED by the Goshen Board of Public Works and Safety on July 31, 2025.

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Gina M. Leichty, Mayor

---

Mary Nichols, Member

---

Orv Myers, Member

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Michael A. Landis, Member

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Barb Swartley, Member

## **CITY OF GOSHEN POLICY**

### **Adopting the Americans with Disabilities Act Standards For Accessible Design and Public Right-of-Way Accessibility Guidelines**

**Adopted By:** Board of Public Works and Safety  
**Date Adopted:** July 31, 2025  
**Revised:** N/A

**Employees Affected: All Departments, Offices, and Employees**

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#### **Section 1. Background.**

- A. The Federal government enacted the Americans with Disabilities Act of 1990 (“ADA”) to prevent discrimination of the physically and mentally disabled relating to employment and access to public facilities.
- B. Title II of the ADA requires that municipalities adopt the Americans with Disabilities Act 2010 Standards for Accessible Design that provide accessibility, through proposed structural modifications to remove accessibility barriers.
- C. Title II of the ADA recommends that municipalities adopt the Americans with Disability Act 2023 Public Right-of-Way Accessibility Guidelines (“PROWAG”) for pedestrian facilities in the right-of-way that provide accessibility, through proposed structural modifications to remove accessibility barriers.
- D. The City of Goshen remains committed to the ADA and the elimination of barriers to public facilities.

#### **Section 2. Policy.**

The City of Goshen, Indiana hereby adopts for public rights-of-way the 2010 Americans with Disabilities Act Standards for Accessible Design and the 2023 Public Right-of-Way Accessibility Guidelines (“PROWAG”) for pedestrian facilities in the right-of-way and will adhere to such and any subsequent revisions thereto.





**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. 1 FOR ASPHALT PAVING PACKAGE B (JN: 2024-0002)**

DATE: July 31, 2025

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Attached please find Change Order No. 1 for the Asphalt Paving Package B.

Goshen Engineering included an undistributed square yard quantity for sidewalk replacement in the contract. With the city's 2024 sidewalk evaluation complete, the undistributed sidewalk quantity was assigned to poorly rated sidewalk segments along Plymouth Avenue. Sidewalks extending through the driveway and alley approaches were also identified to either be in poor condition or out of ADA compliance. To bring the Plymouth Avenue sidewalk corridor into compliance with the roadway improvements, the approaches need to be replaced.

The original contract amount was \$4,566,927.00. Change Order No. 1 increases the total contract by \$66,800.00, for a revised contract amount of \$4,633,727.00, which is an increase of 1.46% over the original contract amount.

**Requested Motion: Approve Change Order No. 1 for the Asphalt Paving Package B to have the sidewalks through the driveways and alleys and drive approaches replaced for the amount of \$66,800.00.**

## CHANGE ORDER FORM

Sheet 1 of 3

Change Order No. 1

Date: 7/29/25

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

OWNER: City of Goshen

PROJECT NAME: Community Crossings Matching Grant Asphalt Paving Project

PROJECT NUMBER: 2024-0002

CONTRACTOR: Niblock Excavating

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

Goshen Engineering included an undistributed square yard quantity for sidewalk replacement in the contract. With the city's 2024 sidewalk evaluation complete, the undistributed sidewalk quantity was assigned to poorly rated sidewalk segments along Plymouth Avenue. Sidewalks extending through the driveway and alley approaches were also identified to either be in poor condition or out of ADA compliance. To bring the Plymouth Avenue sidewalk corridor into compliance with the roadway improvements, the approaches need to be replaced.

<u>Item</u>	<u>Description</u>	<u>Qty.</u>	<u>Units</u>	<u>Unit Cost</u>	<u>Cost</u>
1.1	PCCP for Approaches, 6" (Note: No previous line existed for this item)	112	SYD	\$ 215.00 .....	\$24,080.00
1.2	PCCP for Approaches, 9" (Note: No previous line existed for this item)	178	SYD	\$ 240.00 .....	\$42,720.00
<b>Subtotal=</b>					<b>\$66,800.00</b>

## CHANGE ORDER FORM

Sheet 2 of 3

Change Order No. 1

### II. ADJUSTMENTS IN AMOUNT OF CONTRACT

1. Amount of original contract	\$4,566,927.00
2. Net (Addition/ <del>Reduction</del> ) due to all Previous Contract Supplements Numbers 0 to <u>0</u>	\$0.00
3. Amount of Contract, not including this supplement	\$4,566,927.00
4. Addition/ <del>Reduction</del> to Contract due to this supplement	\$66,800.00
5. Amount of Contract, including this supplemental	\$4,633,727.00
6. Total (Addition/ <del>Reduction</del> ) due to all Change Orders (Line 2 + Line 4)	\$66,800.00
7. Total percent of change in the original contract price Includes Change Order No. 1 to <u>1</u> (Line 6 divided by Line 1)	1.46%

### 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 October 31, 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 7.29.25  
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**

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## MEMORANDUM

TO: Goshen Board of Public Works & Safety

FROM: Goshen Engineering

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

DATE: July 31, 2025

---

The City of Goshen will be managing the construction phase of the North Goshen Service Line Replacement & Utility Improvements project internally, rather than utilizing our design engineer, Arcadis, for construction administration.

However, to ensure continuity and technical support during construction, we requested that Arcadis propose an allowance for engineering assistance to be provided on an as-needed and as-requested basis. We have agreed to establish a not-to-exceed allowance of \$50,000 for this purpose.

The Engineering Department respectfully requests that the Board of Public Works and Safety approve the attached agreement for Professional Engineering Services with Arcadis to allow for this flexible support arrangement.

**Requested Motion: Move to approve the agreement with Arcadis for professional engineering services on an as-needed basis during construction, in an amount not to exceed \$50,000.**

**AGREEMENT WITH ARCADIS, U.S., INC. FOR PROFESSIONAL SERVICES  
TO ASSIST WITH NORTH GOSHEN SERVICE LINE AND UTILITY  
IMPROVEMENTS**

THIS AGREEMENT is entered into on \_\_\_\_\_, 2025, which is the last signature date set forth below, by and between **Aracadis, U.S., Inc** ("Consultant"), whose mailing address is 55 Monument Circle, Suite 300B, Indianapolis, Indiana 46204, 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").

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

**Section 1. Consultant Duties**

- (A) Consultant shall provide City on-call, as-needed design services during construction for the North Goshen Service Line and Utility Improvements project. These services are more particularly described in Consultant's July 22, 2025 proposal, incorporated herein and attached as Exhibit A (hereinafter referred to as "Duties").
- (B) 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.
- (C) Duties under this agreement include but are not limited to:
  - (1) General Administration of Construction Contract
  - (2) Pre-Construction Conference
  - (3) Visits to Site and Observation of Construction
  - (4) Clarifications and Interpretations of Field Orders, Change Orders, and Work Change Directives
  - (5) Shop Drawings and Samples
  - (6) Final Notice of Acceptability of the Work
  - (7) Record Drawings
  - (8) Support for Compliance with Grant Requirements.

**Section 2. Effective Date**

- (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.

**Section 2. Compensation**

- (A) City will compensate Consultant for time and materials based on the standard hourly rates set forth below and the actual hours worked, but in no event will the total compensation exceed Fifty Thousand Dollars (\$50,000). Consultant's standard hourly rates are as follows:

<b>Title</b>	<b>Hourly Rate</b>
Director	\$325
Principal Engineer/ Consultant 2	\$300
Principal Engineer/ Consultant 1	\$254
Senior Engineer/Consultant	\$205
Project Engineer/ Consultant	\$190
Staff Engineer/ Consultant	\$180
Engineer/ Consultant 2	\$165
Engineer/ Consultant 1	\$145
Technician/Designer/Project Assistant 4	\$180
Technician/Designer/Project Assistant 3	\$150
Technician/Designer/Project Assistant 2	\$135
Technician/Designer/Project Assistant 1	\$125
CADD Technician/Designer	\$ 75

### **Section 3. Payment**

- (A) City shall pay Consultant for Duties satisfactorily completed under this agreement.
- (B) Payment shall be upon City's receipt of a detailed invoice from Consultant. The invoice shall be sent 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
- (C) Payment will be made within forty-five (45) days following City's receipt of the invoice. If any dispute arises, the undisputed amount will be paid. Payment is deemed to be made on the date of mailing the check.
- (D) 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 4. 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 5. 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 6. Independent Contractor**

- (A) Consultant shall operate as a separate entity and independent Consultant 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 7. 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 8. 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 9. 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 10. 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 11. 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 12. 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 13. 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 14. 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 15. 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

**Consultant:**  
Arcadis, U.S., Inc  
Attention: Joseph Bartos, PE, Project Manager  
55 Monument Circle, Suite 300B  
Indianapolis, IN 46204

#### **Section 16. 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 17. 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 18. 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 19. 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 20. 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 21. 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 22. 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 23. Entire Agreement**

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

**Section 24. 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

**Arcadis, U.S., Inc.**

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

\_\_\_\_\_  
Amy E. Smitley, PE, Vice President

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

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





Jamey Bontrager-Singer  
Utilities City Engineer  
City of Goshen, IN  
*transmitted via email*

Arcadis U.S., Inc.  
55 Monument Circle,  
Suite 300B  
Indianapolis, IN 46204  
Phone: 317 231 6500  
www.arcadis.com

Date: July 22, 2025  
Subject: On-Call, As-Needed Design Support During Construction for  
North Goshen Service Line and Utility Improvements

Dear Jamey,

Arcadis is pleased to provide this proposal for Professional Services to the City to assist during construction of the above referenced project on an on-call, as-needed basis. It is our understanding that you will be performing construction management activities. Thus, this scope does not include elements such as acting as Owner's representative with the Contractor, tracking project progress, providing a resident project representative (RPR), or document management.

## SCOPE OF WORK

Arcadis will provide on-call, as-needed Design Services During Construction for the North Goshen Service Line and Utility Improvements project. Activities will be performed as directed in writing by the Goshen project manager and within the contract amount. Examples of support services Goshen may request include but are not limited to:

- **General Administration of Construction Contract:** Act as the Owner's consultant when assistance is requested.
- **Pre-Construction Conference:** Participate as the Design Engineer in the Pre-Construction Conference prior to commencement of Work at the Site. Assist the Owner in addressing design-related questions and document all technical issues discussed.
- **Visits to Site and Observation of Construction:** While Construction is in progress, make visits to the Site as requested by the Owner, to observe progress of the Contractor's Work and determine if the Work is proceeding in accordance with the Contract Documents.
- **Clarifications and Interpretations:**
  - **Field Orders:** The Owner will typically issue clarifications and interpretations of the Contract Documents as needed to support the timely and orderly completion of the Contractor's work. These clarifications will align with the intent of, and be reasonably inferable from, the Contract Documents. The Owner may request the Engineer's support in developing orders.
  - **Change Orders and Work Change Directives:** When modifications to the Contract Documents are required to fulfill the design intent, the Owner may request the Engineer to make the necessary revisions. The Owner will then issue a Change Order, including the revised documents, to clarify and support construction activities.
- **Shop Drawings and Samples:** Review and approve, or take appropriate action on, Contractor-submitted Shop Drawings, Samples, and related data solely for conformance with the Contract Documents and compatibility with the overall design intent of the completed Project.

- **Final Notice of Acceptability of the Work:** At the Owner's request, the Engineer shall conduct a final site visit to evaluate whether the Contractor's completed Work is generally acceptable and in conformance with the design intent. A written Site Visit Report will be provided if requested, indicating the Engineer's opinion on acceptability and identifying any observed deficiencies.
- **Record Drawings:** Prepare Record Drawings showing appropriate record information based on Project annotated record documents received from Contractor and the Owner. Electronic copies (in AutoCAD and pdf file format) will be submitted to the Owner.
- **Support for Compliance with Grant Requirements:** At request of the Owner, the Engineer shall provide expertise or support for compliance with grant requirements.

**Limitation of Responsibilities:** Engineer shall not be responsible for the acts or omissions of any Contractor, Subcontractor or Supplier, or other individuals or entities performing or furnishing any of the Work, for safety or security at the Site, or for safety precautions and programs incident to Contractor's Work, during the Construction Phase or otherwise. Engineer shall not be responsible for the failure of any Contractor to perform or furnish the Work in accordance with the Contract Documents.

## BUDGET

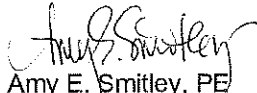
Arcadis has allotted \$50,000 for this task that can be used at Goshen's discretion. Goshen shall compensate Arcadis on a time and materials basis in accordance with the standard Arcadis hourly rate table provided below. All labor charges must be itemized on the invoice by task, detailing hours worked, personnel involved, applicable labor rates, and total cost per line.

Title	Arcadis Standard Rate (\$X/hour)
Program Director	\$325
Principal Engineer / Consultant 2	\$300
Principal Engineer / Consultant 1	\$254
Senior Engineer / Consultant	\$205
Project Engineer / Consultant	\$190
Staff Engineer / Consultant	\$180
Engineer / Consultant 2	\$165
Engineer / Consultant 1	\$145
Technician/Designer/Project Assistant 4	\$180
Technician/Designer/Project Assistant 3	\$150
Technician/Designer/Project Assistant 2	\$135
Technician/Designer/Project Assistant 1	\$125
CADD Technician / Designer	\$75


Project expenses will be invoiced at cost and may include but are not limited to: shipping charges, printing, supplies, equipment, travel expenses, special insurance, licenses, permits, and subcontracted services. The current IRS reimbursement amount per mile will be used.

We look forward to supporting you in successfully completing construction of this project.

Sincerely,  
Arcadis U.S., Inc.



Amy E. Smitley, PE  
Vice President



Joe Bartos, PE  
Project Manager

Email: Amy.Smitley@arcadis.com  
Mobile: 317-273-9144

CC. Dustin Sailor, Goshen

*This proposal and its contents shall not be duplicated, used or disclosed — in whole or in part — for any purpose other than to evaluate the proposal. This proposal is not intended to be binding or form the terms of a contract. The scope and price of this proposal will be superseded by the contract. If this proposal is accepted and a contract is awarded to Arcadis as a result of — or in connection with — the submission of this proposal, Arcadis and/or the client shall have the right to make appropriate revisions of its terms, including scope and price, for purposes of the contract. Further, client shall have the right to duplicate, use or disclose the data contained in this proposal only to the extent provided in the resulting contract.*



**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. 3 FOR ASPHALT PAVING PACKAGE A (JN: 2024-0002)**

**DATE:** July 31, 2025

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Attached please find Change Order No. 3 for the Asphalt Paving Package A.

During the surface milling on Kercher Road, it was necessary to mill through the existing traffic signal loops, and to allow the signal to function properly the loop must be replaced.

Niblock Excavating has arranged for a mill to be on Keystone Drive, east of Dierdorff Road, for the required paving work. The city has additional milling needs on Keystone Drive west of Dierdorff Road and on Eisenhower Drive East, from US Hwy. 33 to the Horn Ditch. While Niblock has a mill mobilized in southeast Goshen, they have agreed to expand their milling work to include an additional 13,191 square yards.

The original contract amount plus additions from previous change orders was \$2,239,589.30. Change Order No. 3 increases the total contract by \$30,122.00, for a revised contract amount of \$2,269,706.70, which is an increase of 10.41% over the original contract amount.

**Requested Motion:** **Approve Change Order No. 3 for the Asphalt Paving Package A for additional pavement milling and traffic signal work for the amount of \$30,122.00.**

## CHANGE ORDER FORM

Sheet 1 of 3

Change Order No. 3

Date: 8/7/25

***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)

\*During the surface milling on Kercher Road, it was necessary to mill through the existing traffic signal loops, and to allow the signal to function properly the loop must be replaced.

\*Niblock Excavating has arranged for a mill to be on Keystone Drive, east of Dierdorff Road, for the required paving work. The city has additional milling needs on Keystone Drive west of Dierdorff Road and on Eisenhower Drive East, from US Hwy. 33 to the Horn Ditch. While Niblock has a mill mobilized in southeast Goshen, they have agreed to expand their milling work to include an additional 13,191 square yards.

<u>Item</u>	<u>Description</u>	<u>Qty.</u>	<u>Units</u>	<u>Unit Cost</u>	<u>Cost</u>
CO3.1	Detector Loop Replacement	1	LS @	\$3,740.00	\$3,740.00
CO3.2	Milling	13,191	SY @	\$ 2.00	\$26,382.00

**Subtotal= \$30,122.00**

## CHANGE ORDER FORM

Sheet 2 of 3

Change Order No. 3

### II. ADJUSTMENTS IN AMOUNT OF CONTRACT

1. Amount of original contract	\$2,055,649.40
2. Net (Addition/ <del>Reduction</del> ) due to all Previous Contract Supplements Numbers 1 to <u>2</u>	\$183,935.30
3. Amount of Contract, not including this supplement	\$2,239,584.70
4. Addition/ <del>Reduction</del> to Contract due to this supplement	\$30,122.00
5. Amount of Contract, including this supplemental	\$2,269,706.70
6. Total (Addition/ <del>Reduction</del> ) due to all Change Orders (Line 2 + Line 4)	\$214,057.30
7. Total percent of change in the original contract price Includes Change Order No. 1 to <u>3</u> (Line 6 divided by Line 1)	10.41%

### III. CONTRACT SUPPLEMENT CONDITIONS

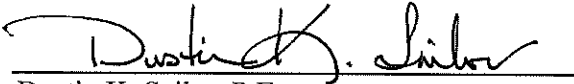
1. The contract completion date established in the original contract or as modified by previous Contract Supplement(s) is hereby **extended/reduced** by 0 calendar days, making the final completion date August 29, 2025.
2. Any additional work to be performed under this Contract supplement will be carried 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 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. 3

## CHANGE ORDER FORM

### 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



**CITY OF GOSHEN LEGAL DEPARTMENT**  
**Donald R. Shuler, Assistant City Attorney**

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

donshuler@goshencity.com • www.goshenindiana.org  
Phone (574) 537-3855 • Fax (574) 533-8626 • TDD (574) 534-3185

July 31, 2025

To: Board of Public Works and Safety – Unsafe Building Hearing Authority

From: Don Shuler, Assistant City Attorney

Subject: 315 W. Oakridge Avenue, Goshen, Indiana

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The Board, as the City's Unsafe Building Hearing Authority, last held a hearing for the property at 315 W. Oakridge Avenue on September 26, 2024. The Board affirmed the Building Commissioner's Order finding the residential structure and garage to be an unsafe building warranting demolition, delayed further action due to pending tax sale and potential change of ownership. The Board's September 26, 2024 Order is attached.

Following the conclusion of the tax sale and a recent sale of the property, the Building Commission issued an Order for Review Hearing, which is also attached.

The Board has continuing jurisdiction over enforcement of its Orders. Therefore, at the hearing, the Board may receive reports, evidence, and arguments from the Building Department, the property owner, City staff, and anyone else wishing to speak to the property. Based on the findings the Board makes, the Board may:

1. Continue the matter for further review.
2. Modify the Order (e.g., formally remove the demolition order status, extend deadlines, require a performance bond).
3. Rescind the Order.
4. Affirm the Order and, if warranted, impose a civil penalty if the Board specifically finds there has been a willful failure to comply.
5. Take any other action permitted by law to address the unsafe premises.

For any action resulting in an Order, the Board should make specific findings in support.





2024-16580

ELKHART COUNTY RECORDER  
KAALA BAKER  
FILED FOR RECORD ON  
10/07/2024 10:15 AM  
AS PRESENTED

**CITY OF GOSHEN BOARD OF PUBLIC WORKS AND SAFETY  
UNSAFE BUILDING HEARING AUTHORITY  
RECORD OF ACTION AND CONTINUOUS ENFORCEMENT ORDER**

September 26, 2024

IN RE: Violation of Goshen City Code

Property located at: 315 W. Oakridge Avenue, Goshen, IN

Property Tax Code: 20-11-04-385-008.000-015

Property Legal Description: see Attached Exhibit A

Property owner(s) of record: Jerry T. Perdue & Georgie M. Perdue

Substantial property of interest of record:

NWI RE5, LLC

Summit Account & Computer Services, Inc.

The Unknown Heirs and Beneficiaries of Jerry T. Perdue

The Unknown Heirs and Beneficiaries of Georgie M. Perdue

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**BACKGROUND**

1. The City of Goshen Building Commissioner issued an order on August 1, 2024 (hereinafter the "Order"), concerning the property located at 315 W. Oakridge Avenue, Goshen, Indiana, and more particularly described in Exhibit A (hereinafter the "Real Estate"). The Order made findings that the vacant residential structure at the Real Estate was an unsafe building and required demolition of said building and removal of all demolition remains, trash, and debris on the Real Estate and return of the site to natural grade, all of said work to be completed within sixty (60) days.
2. The Building Commissioner, in his Order, determined that the building at the Real Estate was unsafe under I.C. § 36-7-9-4(a)(4), (5), and (6) due to the following conditions:
  - a. The vacant residential structure and detached garage has been vacant for several years, with no consistent water usage for over two (2) years.

- b. The vacant residential structure has sustained damage to its roof, leading to leaks and water intrusion that will cause continued deterioration of the structure.
  - c. There is evidence that animals have been living inside the structure, further compromising the safety and sanitary conditions of the Real Estate.
  - d. The overall state of disrepair and neglect has resulted in the vacant residential structure as unfit for human habitation, occupancy, or use under Goshen City Code.
3. Proper notice of the demolition order was provided to the title owners of record for the Real Estate, Jerry T. Perdue and Georgie M. Perdue, along with the Unknown Heirs and Beneficiaries of Jerry T. Perdue and the Unknown Heirs and Beneficiaries of Georgie M. Perdue (hereinafter "Owner") via publication in the Goshen News on August 5, 2024, and August 12, 2024, in accord with I.C. § 36-7-9-25. Proper notice of the demolition order was provided to all parties with a substantial property interest, NWI RE5, LLC and Summit Account and Computer Services, Inc. (hereinafter collectively, "Interest Holders"), via regular and certified mail, in accord with I.C. § 36-7-9-25.
4. During the hearing the Goshen Building Department presented evidence, testimony, and argument supporting the Order. Owner and Interest Holders were given the opportunity to present testimony and evidence concerning the condition of the building at the Real Estate and the Order.

### **FINDINGS**

After consideration of the evidence and testimony presented, the Hearing Authority finds that the Building Commissioner's Order is supported by substantial evidence. The vacant residential structure at the Real Estate is an unsafe building under Indiana law. The Hearing Authority specifically adopts Section 2 of the Order as its Findings.

In addition, the Hearing Authority finds that NWI RE5, LLC is the tax sale purchaser for the Real Estate. NWI RE5, LLC intends to petition the Elkhart County Circuit Court for a tax sale in accordance with state statute; it is anticipated that the process to obtain legal title to the Real Estate will take several months. NWI RE5, LLC, once it has obtained title, is committed to either sale the Real Estate to a party committed to making repairs or making repairs themselves to return the Real Estate to a habitable state.

### **ORDER**

The Order issued by the City of Goshen Building Commissioner is hereby affirmed in its entirety except as modified below:

1. This order shall serve as a Continuous Enforcement Order pursuant to I.C. § 36-7-9-2.
2. The vacant residential structure and the garage at the Real Estate are unsafe buildings under the Indiana Unsafe Building Law.

3. While demolition is warranted based on the current condition and recent history at the Real Estate, it is appropriate to table and continue this matter, specifically whether the Order should be affirmed, rescinded, or further modified, for a period of time sufficient to permit NWI RE5, LLC to obtain legal ownership of the Real Estate. Therefore, this matter is tabled and continued to **February 27, 2025 at 4:00 p.m. (local time)**, or as soon thereafter as this matter may be heard, in the Court Room / Council Chambers at 111 East Jefferson Street, Goshen, Indiana.
4. This order constitutes a final administrative decision, and Owner has the right to appeal these findings of fact and this Continuous Enforcement Order to the Elkhart Circuit or Superior Court by filing a verified complaint within ten (10) days of the date of this action; failure to file a verified complaint within the specified time forfeits any appeal rights.
5. Per I.C. § 36-7-9-27, if Owner transfers its interest or any portion of its interest in the vacant residential structure and/or the Real Estate affected by this Continuous Enforcement Order to another person, Owner must supply the other person with full information regarding this Continuous Enforcement Order prior to transferring that interest or agreeing to transfer that interest. Further, within five (5) business days after transferring that interest or agreeing to transfer a substantial property interest in the vacant residential structure and/or the Real Estate, Owner must supply the City of Goshen Building Commissioner with the full name, address, and telephone number of the other person taking a substantial property interest in the vacant residential structure and/or the Real Estate, along with written copies of the agreement to transfer the interest or copies of the document actually transferring the interest. Should the Owner fail to comply with these provisions, then Owner may be liable to the City of Goshen for any damage that the City of Goshen may suffer in the event that a judgment is entered against it by the other person to whom the transfer is made.

This CONTINUOUS ENFORCEMENT ORDER of the City of Goshen Board of Public Works and Safety, memorializing the Hearing Authority's action of September 26, 2024, is issued on September 26, 2024.

IT IS SO ORDERED.

City of Goshen Board of Public Works and Safety

By: 

Gina M. Leichty, Mayor



STATE OF INDIANA )

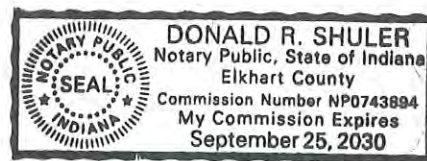
) SS:

COUNTY OF ELKHART )

Before me the undersigned, a Notary Public in and for said County and State, personally appeared the City of Goshen Board of Public Works and Safety by Gina M. Leichty, Mayor, and acknowledged execution of the foregoing Order on September 26, 2024.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

  
\_\_\_\_\_  
Notary Public



This instrument was prepared by Donald R. Shuler, Attorney No. 26587-71, City of Goshen Legal Department, 204 East Jefferson Street, Suite 2, Goshen, Indiana 46528, Ph: 574.537.3820.

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each social security number in this document unless required by law (Donald R. Shuler).

**EXHIBIT A**

Lots Numbered One Hundred Ninety-two (192) and One Hundred Ninety-three (193) as the said lots are known and designated on the recorded plat of WILDEN'S THIRD ADDITION to the City of Goshen, Indiana; said plat being recorded in Deed Record 79, page 349 in the Office of the Recorder of Elkhart County, Indiana.

**CITY OF GOSHEN BUILDING COMMISSIONER  
UNSAFE BUILDING ENFORCEMENT AUTHORITY  
ORDER FOR REVIEW HEARING**

June 24, 2025

IN RE: Violation of Goshen City Code

Property Address: 315 W. Oakridge Avenue  
Property Tax Code: 20-11-04-385-008.000-015  
Property Owner: Artisan Investment Group, LLC  
Prior Property Owner(s): NWI RE5, LLC  
Jerry T. Perdue & Georgie M. Perdue  
Substantial Property Interest of Record: None

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A review hearing has been scheduled to review compliance with the Order of the City of Goshen Board of Public Works and Safety issued on September 26, 2024, concerning the property and unsafe building at 315 W. Oakridge Avenue, Goshen, Indiana. Said hearing will take place on **Thursday, July 31, 2025, at 4:00 p.m. (local time)**, or soon thereafter. This hearing will be held in the Court Room / Council Chambers at 111 East Jefferson Street, Goshen, Indiana, and shall be conducted by the City of Goshen Board of Public Works and Safety, the City's Unsafe Building Hearing Authority.

The purpose of the hearing is to further review the September 26, 2024 Order of the City of Goshen Board of Public Works and Safety. Said Order found the residential structure and garage on the premises to be unsafe buildings warranting of demolition, but tabled the matter for further review pending resolution of ownership issues for the Real Estate.

During the hearing, the Hearing Authority may:

- (1) confirm compliance if evidence is presented that the demolition of the unsafe structure has been completed;
- (2) confirm non-compliance and authorize the Building Commissioner to proceed with demolition or other remedial action under Indiana Code §§ 36-7-9-10 or -11, or to proceed with civil action under Indiana Code § 36-7-9-17;

- (3) issue a civil penalty in an amount not to exceed Five Thousand Dollars (\$5,000.00) if it finds there has been a willful failure to comply with the Building Commissioner's Order;
- (4) modify the order to permit the opportunity for repairs; and
- (5) take other actions permitted by law to resolve the unsafe conditions on the Property.

You are required to attend this hearing or send an authorized representative on your behalf. You may present evidence, such as photographs, invoices, or reports, to the Hearing Authority. You have the right to question or cross-examine any witnesses who testify at the hearing.

This Order for Review Hearing is issued by the City of Goshen Building Commissioner, Myron Grise, in accordance with the Indiana Unsafe Building Law and the City of Goshen Neighborhood Preservation Ordinance. The address of the Building Commissioner is 204 E. Jefferson Street, Suite 5, Goshen, Indiana 46528, and the telephone number is 574-534-1811.

This Order for Compliance Hearing is issued on June 24, 2025.

  
Myron Grise  
Building Commissioner



**Certificate of Service**

The undersigned hereby certifies that the foregoing Order for Review Hearing for the premises at 315 W. Oakridge Avenue, Goshen, Indiana 46528 was served by sending a copy by regular first-class mail to the last known address of the following persons to be notified and via email on June 24, 2025:

Artisan Investment Group, LLC  
420 North Main Street, Suite #1  
Middlebury, Indiana 46540  
[abgmarlin@gmail.com](mailto:abgmarlin@gmail.com)



Donald R. Shuler  
Assistant City Attorney





**CITY OF GOSHEN LEGAL DEPARTMENT**  
**Donald R. Shuler, Assistant City Attorney**

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

donshuler@goshencity.com • www.goshenindiana.org  
Phone (574) 537-3855 • Fax (574) 533-8626 • TDD (574) 534-3185

July 31, 2025

To: Board of Public Works and Safety – Unsafe Building Hearing Authority

From: Don Shuler, Assistant City Attorney

Subject: 709 Chicago Avenue, Goshen, Indiana

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This matter is before the Board in its capacity as the City's Unsafe Building Hearing Authority. An Order of the City of Goshen Building Commissioner was issued for each of the four rental (4) units within the residential structure at 709 Chicago Avenue. These Orders, issued on June 25, 2025, each required various repairs to be made within thirty (30) days. Copies of those Orders are attached.

The Building Commissioner Orders also set a review/compliance hearing. Therefore, at the hearing, the Board may receive reports, evidence, and arguments from the Building Department, the property owner, City staff, and anyone else wishing to speak to the property. Based on the findings the Board makes, the Board may:

1. Continue the matter for further review.
2. Modify the Order (e.g., extend deadlines, require a performance bond).
3. Rescind the Order.
4. Affirm the Order and, if warranted, impose a civil penalty if the Board specifically finds there has been a willful failure to comply.
5. Take any other action permitted by law to address the unsafe premises, such as authorizing action for receivership or other legal action.

For any action resulting in an Order, the Board should make specific findings in support.

**CITY OF GOSHEN BUILDING COMMISSIONER  
UNSAFE BUILDING ENFORCEMENT AUTHORITY  
ORDER**

June 25, 2025

IN RE: Violation of Goshen City Code

Property Address: 709 Chicago Avenue, #1

Property Tax Code: 20-11-09-152-011.000-015

Property Owner: Buccaneer Development, LLC

Substantial Property Interest of Record: Unknown Occupant

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**Section 1.**

You are hereby notified that you are in violation of the City of Goshen Building Code and Neighborhood Preservation Ordinance, codified at Goshen City Code §§ 6.1.1 and 6.3.1. The violations exist at property owned by you, as evidenced by the tax records of the Elkhart County Auditor, property tax code number 20-11-09-152-011.000-015; commonly known as 709 Chicago Avenue #1, Goshen, Indiana said Unit existing on real estate more particularly described as follows:

Lot Numbered 103 and a part of Lot Numbered 105 in Hess Riverdale Addition to the City of Goshen, as per plat thereof recorded in Plat Book 84, page 421 in the Office of the Recorder of Elkhart County, Indiana, more particularly described as follows:

Commencing at an iron pipe marking the Southeast corner of said Lot 105, being the Point of Beginning of this description; thence Northerly along the East line of said Lots 105 and 103, a distance of 139.50 feet to a rebar at the Northeasterly corner of said lot 103; thence Northwesterly along the Northerly line of said Lot 103 and the Southerly line of Chicago Avenue, a distance of 74.06 feet to a rebar at the Northwesterly corner of said Lot 103; thence Southerly along the West line of said Lot 103 and the extension thereof, a distance of 142.90 feet to an iron pin; thence Easterly parallel to

and 43.00 feet North of the South line of said Lot 105, a distance of 27.75 feet to an iron pin; thence Southerly parallel to and 30.00 feet West of the East line of said Lot 105, a distance of 43.00 feet to an iron pin on the South line of said Lot 105; thence Easterly along said South line, a distance of 30.00 feet to the Point of Beginning of this description.

## **Section 2.**

The following violations of Goshen City Code Title 6, Article 1, Chapter 1 and Title 6, Article 3, Chapter 1 exist at the residential unit within the structure at the real estate identified in Section 1:

1. The unit has had extensive work done without required permits, a violation of Code § 6.1.1.7. As a result, the electrical, plumbing, and mechanicals cannot be assessed for proper functioning.
2. The unit is using recessed space heaters, a violation of Code § 6.3.1.1(a).
3. The unit has no smoke detectors, a violation of Code § 6.3.1.8(b).
4. There is evidence of a rodent infestation, a violation of Code § 6.3.1.6(b)(4).
5. GFCI outlet in kitchen did not reset and needs assessment, a violation of Code § 6.3.1.1(a).

The residential unit in the structure on the real estate has not been maintained in a manner that is compliant with the minimum standards for all structures for purposes of health and safety, and is therefore unsafe within the meaning of I.C. § 36-7-9-4(a)(5).

## **Section 3.**

You are hereby **ORDERED** to complete the necessary actions and repairs to the residential unit in the structure at the real estate to bring the property into compliance with the minimum housing standards that permit human habitation, occupancy, or use under the Goshen City Building Code and Neighborhood Preservation Ordinance. Said actions and repairs, among other considerations, must include attaining all proper permits, inspections, and address all listed violations contained in this order.

You are hereby **FURTHER ORDERED** to complete all said work within thirty (30) days.

#### **Section 4.**

You are hereby notified that failure to comply with this Order may result in the City of Goshen taking action to complete the required work and bill you for the costs of such work, including, the actual costs of the work performed and an amount equal to the average processing expense the City will incur in pursuing this matter. Such amounts can become a lien upon the real estate and can ultimately be enforced in the same manner as any other judgment. In addition, failure to comply with the Order may result in the City of Goshen Building Commissioner issuing a civil penalty pursuant to I.C. § 36-7-9-7.5 or pursuing civil action remedies pursuant to I.C. § 36-7-9-17. Further, the City of Goshen Building Commissioner may schedule a compliance hearing before the City of Goshen Board of Public Works and Safety, as the City's Hearing Authority, for the purpose of determining your compliance with this Order. In the event of such a hearing, you are entitled to appear with or without legal counsel, present evidence, cross-examine opposing witnesses, and present arguments. At such a hearing, the Hearing Authority may affirm, rescind, or modify the Building Commissioner's Order, and may also impose a civil penalty pursuant to I.C. § 36-7-9-7(e) if it finds there has been a willful failure to comply with the Order.

#### **Section 5.**

You are further notified that this Order becomes final ten (10) days after notice is given, unless you request a hearing in writing and deliver such written request for hearing to the City of Goshen Building Commissioner prior to the expiration of said ten (10) days.

#### **Section 6.**

You are further notified that a hearing will be held before the Goshen Board of Public Works and Safety on **Thursday, July 31, 2025 at 4:00 p.m. (local time)**, or soon thereafter, for the purpose of reviewing this Order of the City of Goshen Building Commissioner and your compliance therewith. This hearing will be held in the Court Room / Council Chambers at 111 East Jefferson Street, Goshen, Indiana.

You have the right to appear at this hearing with or without counsel, to present evidence, cross-examine opposing witnesses, and present arguments. Should you fail to appear at the time set for the hearing, the hearing will be conducted in your absence.

The Goshen Board of Public Works and Safety will have the right to affirm, rescind, or modify this Order. The Goshen Board of Public Works and Safety may authorize the Building Commissioner to proceed with remedial action under Indiana Code § 36-7-9-10 or -11, or to proceed with civil action under Indiana Code § 36-7-9-17; may issue a civil penalty in an amount not to exceed Five Thousand Dollars (\$5,000.00) if it finds there has been a willful failure to comply with the Building Commissioner's Order; or take any other action permitted by law to resolve the unsafe conditions at the residential unit on the Real Estate.

### **Section 7.**

You are hereby notified that as a result of this Order being issued you may not transfer or agree to transfer any property interest in the parcel described in Section 1 of this Order, unless you have complied with all requirements of Indiana Code § 36-7-9-27, which are as follows:

1. You must supply full information regarding this Order to the person or persons taking or agreeing to take any interest in the parcel described in Section 1 of this Order.
2. You must supply in writing to the City of Goshen Building Department, within five (5) days of any actions to transfer the interest, the following:
  - a. The full name, address, and telephone number of the person or persons taking interest in the property described in Section 1 of this Order; and
  - b. A copy of the legal instrument under which the transfer of the interest is accomplished.

### **Section 8.**

You are hereby notified that failure to comply with Section 6 of this Order may result in a judgment of liability against you in accordance with Indiana Code § 36-7-9-27.

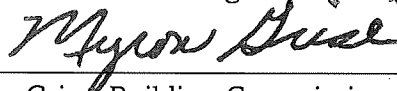
### **Section 9.**

This Order is issued by the City of Goshen Building Commissioner, Myron Grise, in accordance with the Indiana Unsafe Building Law, the Goshen City Building Code, and the City of Goshen

Neighborhood Preservation Ordinance. The address of the Building Commissioner is 204 E. Jefferson Street, Suite 5, Goshen, Indiana 46528, and the telephone number is 574-534-1811.

This Order of the City of Goshen Building Commissioner is issued on June 25, 2025.

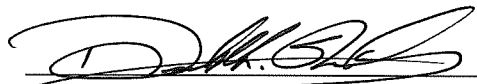
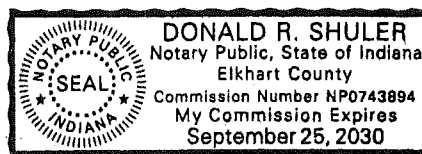
City of Goshen Building Department



Myron Grise, Building Commissioner

STATE OF INDIANA            )  
  ) SS:  
COUNTY OF ELKHART        )

Before me, the undersigned, a Notary Public in and for said county and State, this June 25, 2025, personally appeared Myron Grise, Building Commissioner for the City of Goshen, Indiana, who acknowledged execution of the foregoing Order for and on behalf of the City of Goshen, Indiana Building Department, as his voluntary act for the purposes stated therein, and who, having been duly sworn, stated that the representations contained therein are true.

  
\_\_\_\_\_  
Notary Public

### **Certificate of Service**

The undersigned hereby certifies that the foregoing Order of the City of Goshen Building Commissioner for the premises at 709 Chicago Avenue # 1, Goshen, Indiana, was served by sending a copy by certified mail, return receipt requested and by regular first-class mail to the last known address of the following persons to be notified on June 25, 2025:

Buccaneer Development, LLC  
2733 W Fir Avenue  
Fresno, CA 93711

Unknown Occupant  
709 Chicago Avenue #1  
Goshen, Indiana 46528



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Donald R. Shuler, #26587-71  
Assistant City Attorney  
City of Goshen Legal Department  
204 East Jefferson Street, Suite 2  
Goshen, Indiana 46528

I affirm under the penalties for perjury that I have taken reasonable care to redact each social security number in this document, unless required by law (Donald R. Shuler).

This document prepared by Donald R. Shuler, Assistant City Attorney, City of Goshen Legal Department, 204 E. Jefferson Street, Suite 2, Goshen, IN 46526; Ph: 574.537.3855.

**CITY OF GOSHEN BUILDING COMMISSIONER  
UNSAFE BUILDING ENFORCEMENT AUTHORITY  
ORDER**

June 25, 2025

IN RE: Violation of Goshen City Code

Property Address: 709 Chicago Avenue, #2

Property Tax Code: 20-11-09-152-011.000-015

Property Owner: Buccaneer Development, LLC

Substantial Property Interest of Record: Unknown Occupant

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**Section 1.**

You are hereby notified that you are in violation of the City of Goshen Building Code and Neighborhood Preservation Ordinance, codified at Goshen City Code §§ 6.1.1 and 6.3.1. The violations exist at property owned by you, as evidenced by the tax records of the Elkhart County Auditor, property tax code number 20-11-09-152-011.000-015; commonly known as 709 Chicago Avenue #2, Goshen, Indiana said Unit existing on real estate more particularly described as follows:

Lot Numbered 103 and a part of Lot Numbered 105 in Hess Riverdale Addition to the City of Goshen, as per plat thereof recorded in Plat Book 84, page 421 in the Office of the Recorder of Elkhart County, Indiana, more particularly described as follows:

Commencing at an iron pipe marking the Southeast corner of said Lot 105, being the Point of Beginning of this description; thence Northerly along the East line of said Lots 105 and 103, a distance of 139.50 feet to a rebar at the Northeasterly corner of said lot 103; thence Northwesterly along the Northerly line of said Lot 103 and the Southerly line of Chicago Avenue, a distance of 74.06 feet to a rebar at the Northwesterly corner of said Lot 103; thence Southerly along the West line of said Lot 103 and the extension thereof, a distance of 142.90 feet to an iron pin; thence Easterly parallel to



and 43.00 feet North of the South line of said Lot 105, a distance of 27.75 feet to an iron pin; thence Southerly parallel to and 30.00 feet West of the East line of said Lot 105, a distance of 43.00 feet to an iron pin on the South line of said Lot 105; thence Easterly along said South line, a distance of 30.00 feet to the Point of Beginning of this description.

## **Section 2.**

The following violations of Goshen City Code Title 6, Article 1, Chapter 1 and Title 6, Article 3, Chapter 1 exist at the residential unit within the structure at the real estate identified in Section 1:

1. The unit has had extensive work done without required permits, a violation of Code § 6.1.1.7. As a result, the electrical, plumbing, and mechanicals cannot be assessed for proper functioning.
2. The unit is using recessed space heaters, a violation of Code § 6.3.1.1(a).
3. The exterior walls are in disrepair, a violation of Code § 6.3.1.1(b). The exterior walls have numerous holes, areas with missing paints, and are badly weathered, particularly the window sills.
4. The door and frame to the storage area are rotten and in need of replacement, a violation of Code § 6.3.1.1(b).
5. The roof easing on the west wise has begun to rot, a violation of Code § 6.3.1.1(c).
6. The ceiling in the basement is deteriorating and has collapsed in areas, a violation of Code § 6.3.1.1(b).
7. The siding is deteriorating, a violation of Code § 6.3.1.1(b).
8. The walls at the top of the basement stairs have started to crumble, a violation of Code § 6.3.1.1(b).
9. The flooring in the basement doorway is broken, a violation of Code § 6.3.1.1(b).
10. There is a hole in the basement hatch that permits water penetration, a violation of Code § 6.3.1.1(b).
11. There are missing outlets, outlets that do not work properly, and multiple exposed electrical boxes, a violation of Code § 6.3.1.1(a).
12. The sump pump is not functioning, a violation of § 6.3.1.1(a).
13. The water heater in the basement is leaking, a violation of § 6.3.1.1(a).
14. The basement has accumulated debris consisting of ceiling materials, electrical rubbish, and used tires, a violation of Code §§ 6.3.1.1(b) and 6.3.1.4.

The residential unit in the structure on the real estate has not been maintained in a manner that is compliant with the minimum standards for all structures for purposes of health and safety, and is therefore unsafe within the meaning of I.C. § 36-7-9-4(a)(5).

### **Section 3.**

You are hereby **ORDERED** to complete the necessary actions and repairs to the residential unit in the structure at the real estate to bring the property into compliance with the minimum housing standards that permit human habitation, occupancy, or use under the Goshen City Building Code and Neighborhood Preservation Ordinance. Said actions and repairs, among other considerations, must include attaining all proper permits, inspections, and address all listed violations contained in this order.

You are hereby **FURTHER ORDERED** to complete all said work within thirty (30) days.

### **Section 4.**

You are hereby notified that failure to comply with this Order may result in the City of Goshen taking action to complete the required work and bill you for the costs of such work, including, the actual costs of the work performed and an amount equal to the average processing expense the City will incur in pursuing this matter. Such amounts can become a lien upon the real estate and can ultimately be enforced in the same manner as any other judgment. In addition, failure to comply with the Order may result in the City of Goshen Building Commissioner issuing a civil penalty pursuant to I.C. § 36-7-9-7.5 or pursuing civil action remedies pursuant to I.C. § 36-7-9-17. Further, the City of Goshen Building Commissioner may schedule a compliance hearing before the City of Goshen Board of Public Works and Safety, as the City's Hearing Authority, for the purpose of determining your compliance with this Order. In the event of such a hearing, you are entitled to appear with or without legal counsel, present evidence, cross-examine opposing witnesses, and present arguments. At such a hearing, the Hearing Authority may affirm, rescind, or modify the Building Commissioner's Order, and may also impose a civil penalty pursuant to I.C. § 36-7-9-7(e) if it finds there has been a willful failure to comply with the Order.

### **Section 5.**

You are further notified that this Order becomes final ten (10) days after notice is given, unless you request a hearing in writing and deliver such written request for hearing to the City of Goshen Building Commissioner prior to the expiration of said ten (10) days.

### **Section 6.**

You are further notified that a hearing will be held before the Goshen Board of Public Works and Safety on **Thursday, July 31, 2025 at 4:00 p.m. (local time)**, or soon thereafter, for the purpose of reviewing this Order of the City of Goshen Building Commissioner and your compliance therewith. This hearing will be held in the Court Room / Council Chambers at 111 East Jefferson Street, Goshen, Indiana.

You have the right to appear at this hearing with or without counsel, to present evidence, cross-examine opposing witnesses, and present arguments. Should you fail to appear at the time set for the hearing, the hearing will be conducted in your absence.

The Goshen Board of Public Works and Safety will have the right to affirm, rescind, or modify this Order. The Goshen Board of Public Works and Safety may authorize the Building Commissioner to proceed with remedial action under Indiana Code § 36-7-9-10 or -11, or to proceed with civil action under Indiana Code § 36-7-9-17; may issue a civil penalty in an amount not to exceed Five Thousand Dollars (\$5,000.00) if it finds there has been a willful failure to comply with the Building Commissioner's Order; or take any other action permitted by law to resolve the unsafe conditions at the residential unit on the Real Estate.

### **Section 7.**

You are hereby notified that as a result of this Order being issued you may not transfer or agree to transfer any property interest in the parcel described in Section 1 of this Order, unless you have complied with all requirements of Indiana Code § 36-7-9-27, which are as follows:

1. You must supply full information regarding this Order to the person or persons taking or agreeing to take any interest in the parcel described in Section 1 of this Order.

2. You must supply in writing to the City of Goshen Building Department, within five (5) days of any actions to transfer the interest, the following:
  - a. The full name, address, and telephone number of the person or persons taking interest in the property described in Section 1 of this Order; and
  - b. A copy of the legal instrument under which the transfer of the interest is accomplished.

**Section 8.**

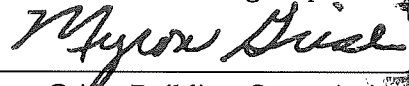
You are hereby notified that failure to comply with Section 6 of this Order may result in a judgment of liability against you in accordance with Indiana Code § 36-7-9-27.

**Section 9.**

This Order is issued by the City of Goshen Building Commissioner, Myron Grise, in accordance with the Indiana Unsafe Building Law, the Goshen City Building Code, and the City of Goshen Neighborhood Preservation Ordinance. The address of the Building Commissioner is 204 E. Jefferson Street, Suite 5, Goshen, Indiana 46528, and the telephone number is 574-534-1811.

This Order of the City of Goshen Building Commissioner is issued on June 25, 2025.

City of Goshen Building Department



Myron Grise, Building Commissioner

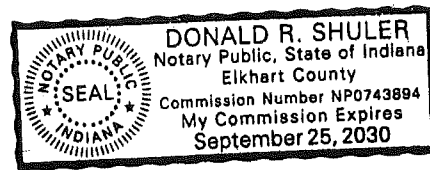
STATE OF INDIANA           )  
  ) SS:  
COUNTY OF ELKHART       )

Before me, the undersigned, a Notary Public in and for said county and State, this June 25, 2025, personally appeared Myron Grise, Building Commissioner for the City of Goshen, Indiana, who

acknowledged execution of the foregoing Order for and on behalf of the City of Goshen, Indiana Building Department, as his voluntary act for the purposes stated therein, and who, having been duly sworn, stated that the representations contained therein are true.



Notary Public



**Certificate of Service**

The undersigned hereby certifies that the foregoing Order of the City of Goshen Building Commissioner for the premises at 709 Chicago Avenue # 2, Goshen, Indiana, was served by sending a copy by certified mail, return receipt requested and by regular first-class mail to the last known address of the following persons to be notified on June 25, 2025:

Buccaneer Development, LLC  
2733 W Fir Avenue  
Fresno, CA 93711

Unknown Occupant  
709 Chicago Avenue #2  
Goshen, Indiana 46528



Donald R. Shuler, #26587-71  
Assistant City Attorney  
City of Goshen Legal Department  
204 East Jefferson Street, Suite 2  
Goshen, Indiana 46528

I affirm under the penalties for perjury that I have taken reasonable care to redact each social security number in this document, unless required by law (Donald R. Shuler).

This document prepared by Donald R. Shuler, Assistant City Attorney, City of Goshen Legal Department, 204 E. Jefferson Street, Suite 2, Goshen, IN 46526; Ph: 574.537.3855.

**CITY OF GOSHEN BUILDING COMMISSIONER  
UNSAFE BUILDING ENFORCEMENT AUTHORITY  
ORDER**

June 25, 2025

IN RE: Violation of Goshen City Code

Property Address: 709 Chicago Avenue, #3

Property Tax Code: 20-11-09-152-011.000-015

Property Owner: Buccaneer Development, LLC

Substantial Property Interest of Record: None

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**Section 1.**

You are hereby notified that you are in violation of the City of Goshen Building Code and Neighborhood Preservation Ordinance, codified at Goshen City Code §§ 6.1.1 and 6.3.1. The violations exist at property owned by you, as evidenced by the tax records of the Elkhart County Auditor, property tax code number 20-11-09-152-011.000-015; commonly known as 709 Chicago Avenue #3, Goshen, Indiana said Unit existing on real estate more particularly described as follows:

Lot Numbered 103 and a part of Lot Numbered 105 in Hess Riverdale Addition to the City of Goshen, as per plat thereof recorded in Plat Book 84, page 421 in the Office of the Recorder of Elkhart County, Indiana, more particularly described as follows:

Commencing at an iron pipe marking the Southeast corner of said Lot 105, being the Point of Beginning of this description; thence Northerly along the East line of said Lots 105 and 103, a distance of 139.50 feet to a rebar at the Northeasterly corner of said lot 103; thence Northwesterly along the Northerly line of said Lot 103 and the Southerly line of Chicago Avenue, a distance of 74.06 feet to a rebar at the Northwesterly corner of said Lot 103; thence Southerly along the West line of said Lot 103 and the extension thereof, a distance of 142.90 feet to an iron pin; thence Easterly parallel to

and 43.00 feet North of the South line of said Lot 105, a distance of 27.75 feet to an iron pin; thence Southerly parallel to and 30.00 feet West of the East line of said Lot 105, a distance of 43.00 feet to an iron pin on the South line of said Lot 105; thence Easterly along said South line, a distance of 30.00 feet to the Point of Beginning of this description.

## **Section 2.**

The following violations of Goshen City Code Title 6, Article 1, Chapter 1 and Title 6, Article 3, Chapter 1 exist at the residential unit within the structure at the real estate identified in Section 1:

1. The unit had work done without required permits, a violation of Code § 6.1.1.7. As a result, the electrical, plumbing, and mechanicals cannot be assessed for proper functioning.
2. The unit has mold growing on multiple walls, a violation of Code § 6.3.1.1(b)

The residential unit in the structure on the real estate has not been maintained in a manner that is compliant with the minimum standards for all structures for purposes of health and safety, and is therefore unsafe within the meaning of I.C. § 36-7-9-4(a)(5). Further, the unit is vacant and not maintained in a manner that would permit human habitation, occupancy, or use under Goshen City Code, and is therefore unsafe within the meaning of I.C. § 36-7-9-4(a)(6).

## **Section 3.**

You are hereby **ORDERED** to complete the necessary actions and repairs to the residential unit in the structure at the real estate to bring the property into compliance with the minimum housing standards that permit human habitation, occupancy, or use under the Goshen City Building Code and Neighborhood Preservation Ordinance. Said actions and repairs, among other considerations, must include attaining all proper permits, inspections, and address all listed violations contained in this order.

You are hereby **FURTHER ORDERED** to complete all said work within thirty (30) days.



#### **Section 4.**

You are hereby notified that failure to comply with this Order may result in the City of Goshen taking action to complete the required work and bill you for the costs of such work, including, the actual costs of the work performed and an amount equal to the average processing expense the City will incur in pursuing this matter. Such amounts can become a lien upon the real estate and can ultimately be enforced in the same manner as any other judgment. In addition, failure to comply with the Order may result in the City of Goshen Building Commissioner issuing a civil penalty pursuant to I.C. § 36-7-9-7.5 or pursuing civil action remedies pursuant to I.C. § 36-7-9-17. Further, the City of Goshen Building Commissioner may schedule a compliance hearing before the City of Goshen Board of Public Works and Safety, as the City's Hearing Authority, for the purpose of determining your compliance with this Order. In the event of such a hearing, you are entitled to appear with or without legal counsel, present evidence, cross-examine opposing witnesses, and present arguments. At such a hearing, the Hearing Authority may affirm, rescind, or modify the Building Commissioner's Order, and may also impose a civil penalty pursuant to I.C. § 36-7-9-7(e) if it finds there has been a willful failure to comply with the Order.

#### **Section 5.**

You are further notified that this Order becomes final ten (10) days after notice is given, unless you request a hearing in writing and deliver such written request for hearing to the City of Goshen Building Commissioner prior to the expiration of said ten (10) days.

#### **Section 6.**

You are further notified that a hearing will be held before the Goshen Board of Public Works and Safety on **Thursday, July 31, 2025 at 4:00 p.m. (local time)**, or soon thereafter, for the purpose of reviewing this Order of the City of Goshen Building Commissioner and your compliance therewith. This hearing will be held in the Court Room / Council Chambers at 111 East Jefferson Street, Goshen, Indiana.

You have the right to appear at this hearing with or without counsel, to present evidence, cross-examine opposing witnesses, and present arguments. Should you fail to appear at the time set for the hearing, the hearing will be conducted in your absence.

The Goshen Board of Public Works and Safety will have the right to affirm, rescind, or modify this Order. The Goshen Board of Public Works and Safety may authorize the Building Commissioner to proceed with remedial action under Indiana Code § 36-7-9-10 or -11, or to proceed with civil action under Indiana Code § 36-7-9-17; may issue a civil penalty in an amount not to exceed Five Thousand Dollars (\$5,000.00) if it finds there has been a willful failure to comply with the Building Commissioner's Order; or take any other action permitted by law to resolve the unsafe conditions at the residential unit on the Real Estate.

### **Section 7.**

You are hereby notified that as a result of this Order being issued you may not transfer or agree to transfer any property interest in the parcel described in Section 1 of this Order, unless you have complied with all requirements of Indiana Code § 36-7-9-27, which are as follows:

1. You must supply full information regarding this Order to the person or persons taking or agreeing to take any interest in the parcel described in Section 1 of this Order.
2. You must supply in writing to the City of Goshen Building Department, within five (5) days of any actions to transfer the interest, the following:
  - a. The full name, address, and telephone number of the person or persons taking interest in the property described in Section 1 of this Order; and
  - b. A copy of the legal instrument under which the transfer of the interest is accomplished.

### **Section 8.**

You are hereby notified that failure to comply with Section 6 of this Order may result in a judgment of liability against you in accordance with Indiana Code § 36-7-9-27.

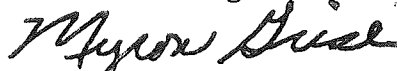
### **Section 9.**

This Order is issued by the City of Goshen Building Commissioner, Myron Grise, in accordance with the Indiana Unsafe Building Law, the Goshen City Building Code, and the City of Goshen

Neighborhood Preservation Ordinance. The address of the Building Commissioner is 204 E. Jefferson Street, Suite 5, Goshen, Indiana 46528, and the telephone number is 574-534-1811.

This Order of the City of Goshen Building Commissioner is issued on June 25, 2025.

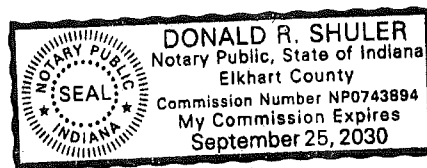
City of Goshen Building Department



Myron Grise, Building Commissioner

STATE OF INDIANA            )  
  ) SS:  
COUNTY OF ELKHART        )

Before me, the undersigned, a Notary Public in and for said county and State, this June 25, 2025, personally appeared Myron Grise, Building Commissioner for the City of Goshen, Indiana, who acknowledged execution of the foregoing Order for and on behalf of the City of Goshen, Indiana Building Department, as his voluntary act for the purposes stated therein, and who, having been duly sworn, stated that the representations contained therein are true.

  
\_\_\_\_\_  
Notary Public

**Certificate of Service**

The undersigned hereby certifies that the foregoing Order of the City of Goshen Building Commissioner for the premises at 709 Chicago Avenue # 3, Goshen, Indiana, was served by sending a copy by certified mail, return receipt requested and by regular first-class mail to the last known address of the following persons to be notified on June 25, 2025:

Buccaneer Development, LLC  
2733 W Fir Avenue  
Fresno, CA 93711



Donald R. Shuler, #26587-71  
Assistant City Attorney  
City of Goshen Legal Department  
204 East Jefferson Street, Suite 2  
Goshen, Indiana 46528

I affirm under the penalties for perjury that I have taken reasonable care to redact each social security number in this document, unless required by law (Donald R. Shuler).

This document prepared by Donald R. Shuler, Assistant City Attorney, City of Goshen Legal Department, 204 E. Jefferson Street, Suite 2, Goshen, IN 46526; Ph: 574.537.3855.

**CITY OF GOSHEN BUILDING COMMISSIONER  
UNSAFE BUILDING ENFORCEMENT AUTHORITY  
ORDER**

June 25, 2025

IN RE: Violation of Goshen City Code

Property Address: 709 Chicago Avenue, #4

Property Tax Code: 20-11-09-152-011.000-015

Property Owner: Buccaneer Development, LLC

Substantial Property Interest of Record: Unknown Occupant

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**Section 1.**

You are hereby notified that you are in violation of the City of Goshen Building Code and Neighborhood Preservation Ordinance, codified at Goshen City Code §§ 6.1.1 and 6.3.1. The violations exist at property owned by you, as evidenced by the tax records of the Elkhart County Auditor, property tax code number 20-11-09-152-011.000-015; commonly known as 709 Chicago Avenue #4, Goshen, Indiana said Unit existing on real estate more particularly described as follows:

Lot Numbered 103 and a part of Lot Numbered 105 in Hess Riverdale Addition to the City of Goshen, as per plat thereof recorded in Plat Book 84, page 421 in the Office of the Recorder of Elkhart County, Indiana, more particularly described as follows:

Commencing at an iron pipe marking the Southeast corner of said Lot 105, being the Point of Beginning of this description; thence Northerly along the East line of said Lots 105 and 103, a distance of 139.50 feet to a rebar at the Northeasterly corner of said lot 103; thence Northwesterly along the Northerly line of said Lot 103 and the Southerly line of Chicago Avenue, a distance of 74.06 feet to a rebar at the Northwesterly corner of said Lot 103; thence Southerly along the West line of said Lot 103 and the extension thereof, a distance of 142.90 feet to an iron pin; thence Easterly parallel to

and 43.00 feet North of the South line of said Lot 105, a distance of 27.75 feet to an iron pin; thence Southerly parallel to and 30.00 feet West of the East line of said Lot 105, a distance of 43.00 feet to an iron pin on the South line of said Lot 105; thence Easterly along said South line, a distance of 30.00 feet to the Point of Beginning of this description.

## **Section 2.**

The following violations of Goshen City Code Title 6, Article 1, Chapter 1 and Title 6, Article 3, Chapter 1 exist at the residential unit within the structure at the real estate identified in Section 1:

1. The boiler heat is inoperable, the unit is utilizing recessed space heaters, and does not have proper working mechanicals, a violation of Code § 6.3.1.1(a).
2. The back step needs replacement, a violation of Code § 6.3.1.1(e).
3. There are holes in the wall of the kitchen and the secondary bedroom, violations of Code § 6.3.1.1(b).
4. There is a hole in the kitchen floor, a violation of Code § 6.3.1.1(b).
5. The kitchen window is in disrepair, a violation of Code § 6.3.1.1(d).
6. There are electrical outlets missing covers, detached, and inoperable, a violation of Code § 6.3.1.1(a).
7. There are plumbing malfunctions in the unit, as the bathroom sink won't fully drain and the toilet leaks, violations of Code § 6.3.1.1(a).
8. The bathroom floor is water damaged, a violation of Code § 6.3.1.1(b).

The residential unit in the structure on the real estate has not been maintained in a manner that is compliant with the minimum standards for all structures for purposes of health and safety, and is therefore unsafe within the meaning of I.C. § 36-7-9-4(a)(5).

## **Section 3.**

You are hereby **ORDERED** to complete the necessary actions and repairs to the residential unit in the structure at the real estate to bring the property into compliance with the minimum housing standards that permit human habitation, occupancy, or use under the Goshen City Building Code and Neighborhood Preservation Ordinance. Said actions and repairs, among other considerations, must include attaining all proper permits, inspections, and address all listed violations contained in this order.

You are hereby **FURTHER ORDERED** to complete all said work within thirty (30) days.

**Section 4.**

You are hereby notified that failure to comply with this Order may result in the City of Goshen taking action to complete the required work and bill you for the costs of such work, including, the actual costs of the work performed and an amount equal to the average processing expense the City will incur in pursuing this matter. Such amounts can become a lien upon the real estate and can ultimately be enforced in the same manner as any other judgment. In addition, failure to comply with the Order may result in the City of Goshen Building Commissioner issuing a civil penalty pursuant to I.C. § 36-7-9-7.5 or pursuing civil action remedies pursuant to I.C. § 36-7-9-17. Further, the City of Goshen Building Commissioner may schedule a compliance hearing before the City of Goshen Board of Public Works and Safety, as the City's Hearing Authority, for the purpose of determining your compliance with this Order. In the event of such a hearing, you are entitled to appear with or without legal counsel, present evidence, cross-examine opposing witnesses, and present arguments. At such a hearing, the Hearing Authority may affirm, rescind, or modify the Building Commissioner's Order, and may also impose a civil penalty pursuant to I.C. § 36-7-9-7(e) if it finds there has been a willful failure to comply with the Order.

**Section 5.**

You are further notified that this Order becomes final ten (10) days after notice is given, unless you request a hearing in writing and deliver such written request for hearing to the City of Goshen Building Commissioner prior to the expiration of said ten (10) days.

**Section 6.**

You are further notified that a hearing will be held before the Goshen Board of Public Works and Safety on **Thursday, July 31, 2025 at 4:00 p.m. (local time)**, or soon thereafter, for the purpose of reviewing this Order of the City of Goshen Building Commissioner and your compliance therewith. This hearing will be held in the Court Room / Council Chambers at 111 East Jefferson Street, Goshen, Indiana.

You have the right to appear at this hearing with or without counsel, to present evidence, cross-examine opposing witnesses, and present arguments. Should you fail to appear at the time set for the hearing, the hearing will be conducted in your absence.

The Goshen Board of Public Works and Safety will have the right to affirm, rescind, or modify this Order. The Goshen Board of Public Works and Safety may authorize the Building Commissioner to proceed with remedial action under Indiana Code § 36-7-9-10 or -11, or to proceed with civil action under Indiana Code § 36-7-9-17; may issue a civil penalty in an amount not to exceed Five Thousand Dollars (\$5,000.00) if it finds there has been a willful failure to comply with the Building Commissioner's Order; or take any other action permitted by law to resolve the unsafe conditions at the residential unit on the Real Estate.

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**Section 4.**

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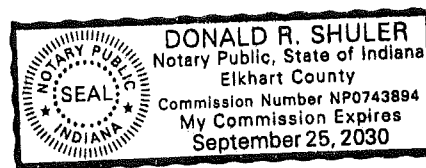
City of Goshen Building Department

  
\_\_\_\_\_  
Myron Grise Building Commissioner

STATE OF INDIANA           )  
  ) SS:  
COUNTY OF ELKHART       )

Before me, the undersigned, a Notary Public in and for said county and State, this June 25, 2025, personally appeared Myron Grise, Building Commissioner for the City of Goshen, Indiana, who acknowledged execution of the foregoing Order for and on behalf of the City of Goshen, Indiana Building Department, as his voluntary act for the purposes stated therein, and who, having been duly sworn, stated that the representations contained therein are true.

  
\_\_\_\_\_  
Notary Public



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Fresno, CA 93711

Unknown Occupant  
709 Chicago Avenue #4  
Goshen, Indiana 46528



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Donald R. Shuler, #26587-71  
Assistant City Attorney  
City of Goshen Legal Department  
204 East Jefferson Street, Suite 2  
Goshen, Indiana 46528

I affirm under the penalties for perjury that I have taken reasonable care to redact each social security number in this document, unless required by law (Donald R. Shuler).

This document prepared by Donald R. Shuler, Assistant City Attorney, City of Goshen Legal Department, 204 E. Jefferson Street, Suite 2, Goshen, IN 46526; Ph: 574.537.3855.