



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

Regular Meeting Agenda

**4:00 p.m., December 11, 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:** Nov. 20, 2025 and Dec. 4, 2025 Regular Meetings

### **Approval of Agenda**

**1) Bid opportunities:** Invite additional bids, open bids for each of the following projects and refer the bids to the City Engineering Department for review:

- College Avenue Phase 1 Tree Removal Project #2019-0022
- College Avenue Sanitary Encasement Project #2025-0027
- 2025 Community Sidewalk Improvement Project #2025-001
- 2026 Asphalt Paving Project #2026-0002

**2) Notification:** Withdrawal of recommendation and cancellation of Public Hearing under I.C. § 5-23 – WWTP Ground Mounted Solar Array (no Board action needed)

**3) Fraternal Order of Police Lodge 81 – Goshen, Indiana request:** Formally recognize the Fraternal Order of Police Lodge No. 81 - Goshen, Indiana as the exclusive bargaining representative for all sworn officers of the Goshen Police Department below the rank of Chief, effective immediately upon approval.

**4) Planning Department request:** Approve a CDBG Assumption of Mortgage Request to be executed by Mayor Leichty and recorded by Community Development Block Grant staff

**5) Legal Department request:** Adopt Resolution 2025-34 for the acquisition of real estate located at 1711 Eisenhower Drive North at a price of \$255,000.00

**6) Legal Department request:** Approve and authorize Mayor Leichty to execute the Scope Appendix to Engagement Letter with Baker Tilly Advisory Group, LP for a utility Cost of Service and Rate Study at a cost not to exceed \$120,000



**7) Legal Department request:** Approve and authorize Mayor Leichty to execute an agreement with Crady Fence for the installation of fencing at 4106 Dierdorff Road for \$33,740

**8) Legal Department request:** Approve and authorize Mayor Leichty to execute an agreement with Novotx, LLC for the purchase of Asset Management Software for \$135,600

**9) Legal Department request:** Approve and authorize Mayor Leichty to execute an agreement with Studio Ace of Spades, LLC for an accessibility remediation of the City's website at a cost of \$48,900

**10) Legal Department request:** Approve and authorize the Mayor to execute a one-year Software License Agreement with Blazestack, Inc. for fire investigation software for \$9,400

**11) Legal Department request:** Approve an agreement with NinjaOne for IT Project Management Software

**12) Legal Department request:** Approve and authorize Mayor Leichty to execute an attached with Jones Petrie Rafinski to allow the City to enter into an agreement for professional services for a Conceptual Streetscape Master Plan for Restaurant Row

**13) Water & Sewer Office request:** Move \$3,689.09 in uncollected finaled accounts from active to collection, sewer liens and write offs for the period through Oct. 1, 2025

**14) Engineering Department request:** Approve signing an agreement with R. Yoder Construction, pending receipt of a contract award approval letter from the Indiana SRF, for the WWTP Digester #1 Cover Replacement project in the amount of \$678,915

**15) Engineering Department request:** Approve and authorize the Board to execute an agreement with Oaklawn Psychiatric Center, Lacasa of Goshen, Inc. and DJ Construction for the completion of the Lacasa Apartments project at 111 Lakeview Drive

**16) Engineering Department request:** Approve rolling lane closures on College Avenue, between Lincolnway East/US 33 and Century Drive, from Dec. 16 2025 until Jan. 30, 2026

**17) Engineering Department request:** Approve the closure of College Avenue, between Lincolnway East/US 33 and Century Drive, from Dec. 16, 2025 until Jan. 30, 2026



**18) Engineering Department request:** Approve the closure of College Avenue, between Lincolnway East/US 33 and Century Drive, from Jan. 5, until Jan. 30, 2026

**19) Engineering Department request:** Award the contract for the College Avenue Phase 1 Tree Removal Project #2019-0022 to \_\_\_\_\_ as the lowest responsive and responsible quoter, and authorize the Mayor to sign the agreement once prepared by the City Legal Department

### **Privilege of the Floor**

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

### ***Adjournment***



**CITY OF GOSHEN BOARD OF PUBLIC WORKS & SAFETY  
MINUTES OF THE NOVEMBER 20, 2025 REGULAR MEETING**

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

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

**Absent:** None

**CALL TO ORDER:** Mayor Leichty called the meeting to order at 3:59 p.m.

**REVIEW/APPROVE MINUTES:** No minutes were available to review/approve.

**REVIEW/APPROVE AGENDA:** Mayor Leichty presented the agenda as prepared by the Clerk-Treasurer with three additions: #6, *Engineering Department request: Authorize the Mayor to sign the recommendation for acceptance form for the Wilden Avenue reconstruction for submission to the Indiana Department of Transportation;* #7, *Engineering Department request: Approve the closure of South Ninth Street from Plymouth Avenue to Jackson Street beginning Friday, Nov. 21, through Friday, Dec. 19, 2025;* and #8, *Legal Department request: Approve and authorize the Mayor to execute the Contract with Roberts Environmental Services, LLC to perform a Phase I environmental site assessment for the real estate at 1711 Eisenhower Drive North.* **Board member Mike Landis made a motion to approve the agenda as amended. Board member Orv Myers seconded the motion. The motion passed 5-0.**

**1) Bid opportunities: Open sealed proposals for Waste Water Treatment Plant Ground Mounted Solar Array, announce them and refer the proposals to the Legal Department for review**

On behalf of the Engineering Department, the City solicited sealed proposals and qualifications for the design, development, and building of a Ground Mounted Solar Array to serve the City's Wastewater Treatment Plant. All sealed bids were due by 3:45 p.m. on Nov. 20, 2025 to the City Engineering Office or by 4 p.m. at the Board's meeting. City staff asked that the Board to request any last-minute proposals and then open and announce any proposals submitted and refer them to the Legal Department for review.

**Mayor Leichty** asked if there are additional proposals to be submitted to the Board. There were not. The Mayor then announced that proposals were received from the following companies:

- **JBK Development, Nappanee, IN**
- **Solar Energy Systems, LLC, Nappanee, IN**
- **Solscient Energy, Toledo, Ohio**

**Landis/Myers** made a motion to forward the proposals to the City Legal Department for review. The motion passed 5-0.

**2) Legal Department request: Adopt Resolution 2025-32, Interlocal Agreement with the County of Elkhart for Reconstruction of the Bridge on College Avenue crossing Horn Ditch**

**Assistant City Attorney Don Shuler** asked the Board to approved a resolution to approve a resolution for the terms and conditions of an Interlocal Agreement with Elkhart County for the reconstruction of the Bridge #410 crossing College Avenue at Horn Ditch and the associated funding.

**Shuler** said the purpose of this Interlocal Agreement is to incorporate the bridge reconstruction work as a 100% locally funded component within the INDOT-let contract for the College Avenue reconstruction project. He said the agreement was approved by the Common Council on Nov. 17 and will be reviewed for approval by the City Redevelopment Commission on Nov. 21. He said the project is scheduled to open for bids on Dec. 10.

**Mayor Leichty** thanked Shuler for his "tenacious work" on the project.





Landis/Myers made a motion to adopt Resolution 2025-32, *Interlocal Agreement with County of Elkhart for Reconstruction of the Bridge on College Avenue Crossing Horn Ditch*. The motion passed 5-0.

3) Carlisle Utility Contractors, Inc. request: Approve daytime lane closures for 300 feet at 301 Kercher Road, Nov. 24-26, 2025, for a directional bore to install 2" HDPE conduit under and crossing Kercher Road in front of 300 Kercher Road for NIPSCO

Guy Griner, the Construction Coordinator for Orbital Engineering, Inc., representing NIPSCO, asked the Board to approve a traffic control plan to allow for horizontal directional drilling under and crossing Kercher Road to install communications cables for NIPSCO.

In a written request, Carlisle Utility Contractors of Merrillville, Indiana, which is coordinating the project, requested lane restrictions for a 300 foot section of Kercher Road for a directional bore to install 2" HDPE conduit under and in front of 300 Kercher Road to connect NIPSCO comms network to the Pine Manor substation. The traffic control, which be conducted by High Star Traffic, will consist of eastbound and westbound lanes closed with traffic passing through the work location using the center lane. There will be flaggers on each end of the lane closure to allow safe travel through the work location in both directions.

City Civil Engineer Brad Minnick said the traffic control plan has been reviewed and approved by the City Engineering Department. He said the work will take place during daylight hours Nov. 24, 25 and 26, 2025.

Clerk-Treasurer Richard R. Aguirre noted for the record that this request was submitted by Carlisle Utility Contractors and that the applicant, Josh Carlisle, said he would attend the meeting but was not present.

Landis/Myers made a motion to approve daytime lane closures of Kercher Road, for 300 feet Road, from Nov. 24 through Nov. 26, 2025, for a directional bore to install a 2-inch conduit under and crossing Kercher Road in front of 300 Kircher Road for NIPSCO. The motion passed 5-0.

4) Engineering Department request: Approve a temporary street closure of New Street, between West Pike Street and Alley 266, as requested by Ancon Construction for the Burton Laundry construction project, Dec. 2-3, 2025

On behalf of Ancon Construction Company, City Civil Engineer Brad Minnick requested the closure of New Street, from the north side of West Pike Street to south of Alley 266, on Tuesday, Dec. 2 and Wednesday, Dec. 3, 2025, weather permitting. He said the closure was related to the Burton Laundry construction project.

Board member Landis suggested providing more leeway for the work in case there are weather issues.

Landis/Myers made a motion to approve a temporary street closure of New Street, between West Pike Street and Alley 266, as requested by Ancon Construction for the Burton Laundry construction project, for Dec. 2-3, 2025 or two similar days if needed, weather permitting. The motion passed 5-0.

5) Engineering Department request: Approve the 2025 Pavement Asset Management Plan for submittal to Purdue's Local Technical Assistance Program, as a condition of INDOT's Community Crossings Matching Grant eligibility

**Background:** As a condition of the Indiana Department of Transportation (INDOT) Community Crossings Matching Grant (CCMG) eligibility, INDOT requires an annual update to each local public agency's Pavement Asset Management Plan (PAMP). The PAMP has been developed by the City's Innovation and Technology and Engineering Departments.

The plan must be presented to INDOT through the Local Technical Assistance Program at Purdue University. The PAMP reports on the current condition of Goshen's road assets, provides suggested guidance to increase the overall condition of Goshen's road assets, and fulfills the eligibility requirements for CCMG fund applications. The PAMP must be reviewed and approved by the Board of Works.



City Civil Engineer Brad Minnick told the Board that he would be providing a summary of the 2025 Pavement Asset Management Plan that was provided to Board members before the meeting. The plan is a 22-page document with detailed information about the City's road conditions and the costs and ways to improve them (EXHIBIT #1). Minnick said he prepared the report with Mattie Lehman, the City's Director of Innovation and Technology, and Kendra Collat, the City's Asset Manager, who was introduced to the Board.

Minnick presented an overview and summary of the plan using a 13-page PowerPoint presentation titled "Pavement Asset Management Plan, Presented to the Board of Works, November 30, 2025." (EXHIBIT #2)

#### Highlights of the PowerPoint presentation:

- **Pavement Asset Management** is "a proactive and data-driven process to operate, maintain, and improve road networks, instead of a reactive approach of fixing roads when they fail."
- It is a better approach because it **maximizes "the service life of pavements while reducing long-term costs"**. Investing small amounts in preventive maintenance on good roads prevents them from deteriorating into poor condition requiring more expensive repairs later."
- It **works by evaluating "current road conditions using the Pavement Surface Evaluation and Rating system (PASER), forecast future performance based on the appropriate treatment applications and use them to prioritize projects."**
- Goshen's Pavement Management Goals are to "maintain and improve the overall condition of roadways with measurable improvement over time."
- PASER allows City staff to forecast future performance based on the appropriate treatment applications and use them to prioritize projects.
- PASER is used to rank the condition of the three types of roads – local roads, collector roads and arterial roads – on a 1-10 scale with 9-10 applied to roads with no defects, 5-8 used for roads with environmental distress and 1-4 used for roads in structural distress.
- The City's goal is for local roadways to be ranked **4 or higher**, which is sufficient for low volume and low speed, although that is still considered "poor." The City's goal for collector and arterial roadways is for roads to be rated **6 or higher**, which would be required for a higher level of service to residents and non-resident travelers.
- The City's overall length-weighted average PASER rating has risen from 3.98 in 2022 to 4.30 in 2025.
- The City's average PASER rating by road class in 2025 was 4.19 for local roads, 4.73 for collector roads and 4.75 for arterial roads.
- The City of Goshen maintains 148 miles of roadway and PASER ratings are collected on a yearly basis, in March. The ratings are based on impacts of environmental and structural distresses.
- The breakdown of the length-weighted proportional PASER conditions of Goshen's roads is: **67% rated poor, 22% rated fair and 31% rated good**.
- The City uses a balance of three different treatments based on current PASER conditions.
- **Preventative Maintenance** – Small investments in good roads (PASER 8-10) like crack sealing to prevent deterioration.
- **Rehabilitation/Overlays** – More significant treatments for roads in fair condition (PASER 5-7) like resurfacing to extend life.
- **Reconstruction** – Expensive and may involve total replacement for roads in poor condition (PASER 1-4).
- **Treatment summary goals are to:** Preserve good roads first to improve the overall condition of the network; adjust against real-world deterioration analysis; and balance preventative, rehabilitation, and reconstruction treatments.



- The City's strategic planning has begun to show a positive increase in overall PASER ratings.
- The City has compiled figures indicating that \$78,224,350 would be required in 2025 to treat all roads at current conditions in a single year.
- The 2026 treatment plan calls for a base funding goal of \$4 million which would provide for 7.14 miles of road rejuvenation, 20 miles of crack sealing, 4.44 miles of milling and paving and 1.33 miles of full reconstruction.
- The City also has calculated the potential impact of increased base funding of \$2.5 million and \$4 million over 10 years and the resulting improvement in road conditions.
- The City staff's overall recommendations are to "keep the roads in good condition" and to make the "right fix in the right place at the right time."

Minnick provided additional context and details while presenting the PowerPoint presentation. He also discussed the road improvements made in 2025 and the plans for 2026.

Mayor Leichty said that the City was "heading in the right direction" in terms of spending funds to improve road conditions, but there is now uncertainty that can continue because of reductions in tax revenue.

Board member Landis asked how Goshen's road improvement costs compared to the statewide average. Minnick said Goshen has higher costs because it doesn't have an abundance of contractors and road conditions are harsher than in other parts of the state.

Mayor Leichty said she believes the City of Goshen has about 52 freeze-thaw cycles every year, which damages roads.

The Mayor thanked Minnick, Lehman and Colat for their report. She also invited comments from the public and board, but there were none.

Landis/Myers then made a motion to approve and accept the 2025 Pavement Asset Management Plan. The motion passed 5-0.

*The following item was added to the agenda. Before the meeting, the City Engineering Department provided the Board with a one-page memorandum, dated Nov. 20, 2025, as well as a one-page Indiana Department of Transportation Report of Contract Final Inspection and Recommendation for Acceptance (EXHIBIT #3).*

6) Engineering Department request: Authorize the Mayor to sign the recommendation for acceptance form for the Wilden Avenue reconstruction for submission to the Indiana Department of Transportation

Andrew Lund asked the Board to authorize Mayor Leichty to sign the Recommendation for Acceptance form for the Wilden Avenue reconstruction project for submission to the Indiana Department of Transportation (INDOT).

Lund said the contract is sufficiently complete and this form is required to close out the project. The Engineering Department has reviewed the project and has endorsed the Recommendation for Acceptance.

Landis/Myers made a motion to authorize the Mayor to sign the Recommendation for Acceptance form for submission to INDOT. The motion passed 5-0.

*The following item was added to the agenda. Before the meeting, the City Engineering Department provided the Board with a one-page memorandum, dated Nov. 20, 2025, as well as color area map explaining the staff's request (EXHIBIT #3).*

7) Engineering Department request: Approve the closure of South Ninth Street from Plymouth Avenue to Jackson Street beginning Friday, Nov. 21, through Friday, Dec. 19, 2025

City Director of Public Works & Utilities Dustin Sailor said the City has the opportunity to work with multiple parties to dispose of semi-tractor trailers along the South Ninth Street corridor. The first step in disposing of the tractor trailers is to move them the shortest distance possible while maintaining adequate offset from the railroad tracks.



**Sailor** said a section of South Ninth Street, between Plymouth Avenue and Jackson Street, along Water Tower Park, has been identified as a temporary relocation site. He requested a closure of this section of roadway beginning Friday, Nov. 21 and extending through Friday, Dec. 19, 2025.

**Landis/Myers** made a motion to approve the closure of South Ninth Street, from Plymouth Avenue to Jackson Street, beginning Friday, Nov. 21, through Friday, Dec. 19, 2025 if needed. The motion passed 5-0.

*The following item was added to the agenda. Before the meeting, the City Legal Department provided the Board with a one-page memorandum, dated Nov. 20, 2025, as well as a 20-page Contract for Phase 1 Environmental Site Assessment at 1711 Eisenhower Drive North (EXHIBIT #5).*

8) Legal Department request: Approve and authorize the Mayor to execute the Contract with Roberts Environmental Services, LLC to perform a Phase I environmental site assessment for the real estate at 1711 Eisenhower Drive North

**Shannon Marks**, the Legal Compliance Administrator for the City Legal Department, recommended that the Board approve and authorize the Mayor to execute the attached a contract with Roberts Environmental Services, LLC to perform a Phase I environmental site assessment for the real estate at 1711 Eisenhower Drive North. Roberts will be paid \$1,900 for these services.

**Landis/Myers** made a motion to approve and authorize the Mayor to execute the contract with Roberts Environmental Services, LLC to perform a Phase I environmental site assessment for the real estate at 1711 Eisenhower Drive North. The motion passed 5-0.

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

**Mayor Leichty** opened Privilege of the Floor at 4:31 p.m.

**City Civil Engineer Brad Minnick** said that at the Nov. 13, 2025 meeting, the Board approved a request by Kennyland Tree Works, LLC to close South 7th Street, between East Plymouth Street and the alley to the north, and the street halfway between East Plymouth Street and East Douglas Street, on Nov. 18 and 19, 2025 for a tree removal. Minnick said he was notified today that the tree removal was delayed because of a dispute with NIPSCO.

**Minnick** said the work won't take place until next week. Minnick said he notified several stakeholders of the delay. As a courtesy to the Board, Minnick said he also wanted to inform Board members.

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

There were no further comments, so the Mayor closed Privilege of the Floor at 4:33 p.m.

**APPROVAL OF CIVIL & UTILITY CLAIMS**

**Mayor Leichty** made a motion to approve Civil City and Utility claims and adjourn the meeting. Board member **Myers** seconded the motion.

**ADJOURNMENT**

**Mayor Leichty** adjourned the meeting at 4:33 p.m.



**EXHIBIT #1:** The City of Goshen's 2025 Pavement Asset Management Plan, which was provided to Board members before the meeting. The plan is a 22-page document with detailed information about the City's road conditions and the costs and ways to improve them. It was presented during consideration of agenda item #5, Engineering Department request: Approve the 2025 Pavement Asset Management Plan for submittal to Purdue's Local Technical Assistance Program, as a condition of INDOT's Community Crossings Matching Grant eligibility.

**EXHIBIT #2:** A 13-page PowerPoint presentation titled "Pavement Asset Management Plan, Presented to the Board of Works, November 30, 2025." City Civil Engineer Brad Minnick presented the PowerPoint during consideration of agenda item #5, Engineering Department request: Approve the 2025 Pavement Asset Management Plan for submittal to Purdue's Local Technical Assistance Program, as a condition of INDOT's Community Crossings Matching Grant eligibility.

**EXHIBIT #3:** A one-page memorandum, dated Nov. 20, 2025, as well as a one-page Indiana Department of Transportation Report of Contract Final Inspection and Recommendation for Acceptance which was distributed to Board members for agenda item #6, Engineering Department request: Authorize the Mayor to sign the recommendation for acceptance form for the Wilden Avenue reconstruction for submission to the Indiana Department of Transportation.

**EXHIBIT #4:** A one-page memorandum, dated Nov. 20, 2025, as well as color area map explaining the staff's request for approval of agenda item #7, Engineering Department request: Approve the closure of South Ninth Street from Plymouth Avenue to Jackson Street beginning Friday, Nov. 21, through Friday, Dec. 19, 2025. It was provided to Board members before the meeting.

**EXHIBIT #5:** A one-page memorandum, dated Nov. 20, 2025, as well as a 20-page Contract for Phase 1 Environmental Site Assessment at 1711 Eisenhower Drive North, which was provided to Board members before the meeting, for agenda item #8, Legal Department request: Approve and authorize the Mayor to execute the Contract with Roberts Environmental Services, LLC to perform a Phase I environmental site assessment for the real estate at 1711 Eisenhower Drive North.

**APPROVED:**

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Mayor Gina Leichty

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Mike Landis, Member



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Orv Myers, Member

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Mary Nichols, Member

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Barb Swartley, Member

ATTEST:

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Richard R. Aguirre, City of Goshen Clerk-Treasurer





**CITY OF GOSHEN BOARD OF PUBLIC WORKS & SAFETY  
MINUTES OF THE DECEMBER 4, 2025 REGULAR MEETING**

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

**Present:** Deputy Mayor Mark Brinson, Mike Landis, Orv Myers, Mary Nichols, and Barb Swartley

**Absent:** None

**CALL TO ORDER:** Deputy Mayor Brinson called the meeting to order at 4:00 p.m. The Deputy Mayor announced that, pursuant to an Executive Order from Mayor Leichty, who was unavailable, he was authorized to act on the Mayor's behalf as a Board member. The order was made part of the meeting record (**EXHIBIT #1**).

**REVIEW/APPROVE MINUTES:** Deputy Mayor Brinson presented the minutes of the Nov. 20, 2025 as prepared by the Clerk-Treasurer's Office. Board member Mike Landis made a motion to approve the minutes as presented. Board member Barb Swartley seconded the motion. The motion passed 5-0.

**REVIEW/APPROVE AGENDA:** Deputy Mayor Brinson presented the agenda as prepared by the Clerk-Treasurer with one addition: #9, *Legal Department request: Approve and authorize the Mayor to execute contract documents with Caliber Public Safety to allow the City to enter into a subscription for a new records management system (RMS) for the Goshen Police Department.* Board member Landis made a motion to approve the agenda as amended. Board member Swartley seconded the motion. The motion passed 5-0.

1) **Edible Indiana request:** Approve use of a portion of the City parking lot adjacent to Goshen Brewing Company, 315 W. Washington St., on Dec. 20, 2025 to give out over 300 meals to families for Christmas. Trevor Daugherty, the owner and publisher of Edible Michiana, a food and culture publication based in Goshen, told the Board the organization, in partnership with the Center for Healing, will provide 300 free meals for families on Saturday, Dec. 20. Other partners include Maple City Market, The Chief and a few local restaurants. Daugherty said families will park in a portion of the City parking lot adjacent to Goshen Brewing Company, at 315 West Washington St. He said the group doesn't need any police assistance or street barriers for its event.

Daugherty said his group members have notified Goshen Brewing Company, Interra, and the Goshen Farmers Market of the event and all are in support and understand that the event is taking place in the furthest corner away from their respective businesses and they do not anticipate any conflicts.

Daugherty said he wanted to inform the City of the event, but no City assistance was needed. There were no City staff comments about the event.

Deputy Mayor Brinson said there was no need for action, but he thanked Daugherty for the notification.

2) **Kindred Wool Company request:** Approve the placement of an advertising "sandwich" board at the corner of Main and Washington streets

Roxanne Miller, co-owner of Kindred Wool Co., 108 West Washington St., asked the Board for permission to place a Sandwich board on the southwest corner of Main and Washington streets to advertise her business.

Miller said she spoke to the owner of ReFind Curated Consignment, 201 South Main Street, and the owner agreed with the placement of the sign adjacent to the business. Miller said the sign would be placed during the store's business hours – normally Tuesday through Saturday from 10 a.m. to 6 p.m.

City Assistant Planning & Zoning Administrator Rossa Deegan said his department reviewed the application and didn't object, but wanted to make sure Miller got the Board's approval to display the sign in the City's right of way.





**City Civil Engineer Brad Minnick** said he shared with the applicant the Downtown ADA compliant sidewalk layout, which requires a clear pathway and lower banding to make it more visible for impaired pedestrians. He also asked that the sandwich board be moved as needed to accommodate snow removal.

**Board member Landis** said the Board recently approved a measure requiring that sidewalks be kept clear. He said this applicant should be aware there is one approved location for the sign and it shouldn't be placed elsewhere.

**Minnick** affirmed that comment and said a five-foot clear path is required and that a sandwich board must be placed adjacent to the curb. **Miller** confirmed that ReFind Curated Consignment approved of the sign placement.

**Landis/Swartley** then made a motion to approve placement of a sandwich board sign on Main Street at the corner of Main and Washington streets, during Kindred Wool operating times. The motion passed 5-0.

### 3) Sun Communities sewer relief request: Approve relief for the billing period March 2025 to October 2025 for the Roxbury Park housing community at 403 Post Road

**Jill Sinclair, Vice President for Operations and Sales for Sun Communities**, told the Board that Roxbury Park experienced severe leaks at the property that started around January and were not corrected until late October 2025. She requested relief from higher-than-normal sewer service charges "because the water dissipated into the ground; it wasn't used and ran through the sewer systems."

**Sinclair** said, "This happens sometimes at some of our other properties, and I've been able to, you know, present them our evidence, what we had, and they've been able to give us some relief with the credit back on our sewer rates." She said there were several leaks.

Asked by the **Deputy Mayor** about the amount of the requested relief, **Sinclair** said, "I was kind of just seeing what my options were with you folks. I don't have a total amount. I can certainly look at that and, you know, resubmit that information if you would like me to."

**Board member Landis** said the Board has usually received requests for a specific amount of relief and not open-ended requests like this one. He added that usually there is one specific cause of the leak and the leak has been documented by City staff, unlike this case.

**Deputy Mayor Brinson** said what also make this request for relief different from others is that Roxbury Park has a single master water meter and that there are then individual water meters for residents monitored by the company.

**Sinclair** responded, "I understand it's a lot to digest, and I appreciate you taking the time to do that. And again, I didn't quite know where to start myself with all of this, but knew I knew I had to start somewhere." She added that City staff has asked to be informed of future leaks so they can be documented.

In response to a question from **Board member Swartley**, **Sinclair** said it became apparent from the higher sewer bills that the leaks began in January but became more apparent in March. She said Roxbury eventually hired an outside company that detected and repaired all of the leaks.

**Sinclair** said a system has now been implemented to detect leaks more quickly. She said she wasn't informed by City staff that there were possible leaks at the property.

**City Director of Public Works & Utilities Dustin Sailor** said this was a unique request – the first master metered account that has requested sewer relief of any type dating back into the 1970s. He said the City usually requests relief from single customer accounts with a precise location of the water leak where it occurred, and having a single unit or customer involved, which is easier to calculate.

**Sailor** said in this in this particular case, with the master meter scenario, Roxbury has 402 potential units in the park, "so there's a lot of variation ... and the customers can be in and out, and so it's a little more difficult to figure out the volume of water at any one time within that park."

**Sailor** said another factor is that City staff notified Roxbury Park about its elevated water usage compared with the past. He said the park provided photos of leaks, but staff has been unable to verify water didn't go into the sewer.



**Sailor** said Roxbury isn't seeking relief on the water portion of its bill, having acknowledged that that water was used, but are seeking relief on the sanitary sewer portion of their bills. To further consider the request, **Sailor** said City staff would ask that the Board table the request so Roxbury can provide more information which can be evaluated. He added, "We don't think there's actually a real accurate way to make a true determination on what water did not go down in the sanitary sewer, especially because of the period of time ... from March until October."

**City Water & Sewer Office Manager Kelly Saenz** said City staff contacted Roxbury Park on March 20 about its large water bill and consumption, likely since February. She said the water use remained high throughout the summer and didn't drop drastically until October and even more in November, which is when the leaks were repaired.

**Sinclair** responded that the leaks, which were all underground, have been fixed. She said those types of leaks are harder to detect. She added that she would provide additional information to the City and report future leaks.

**Saenz** was asked if the City has had other instances of this type with housing on master meters. **Saenz** said this also happened at the Spring Brooke housing community. But she said no credit has been applied in cases involving a master meter "because there's just really no way to detect where that water went, or where it's coming from, and how much went down the sewer. It's just really difficult to know on those large meters."

**Sailor** said, "We only have about seven master metered customers in the City, and usually they account for, you know, anything from 50 to 400 units out there. Brookside's even higher than Roxbury."

"But again, one of the concepts for the master meter is that beyond that master meter, Goshen Utilities doesn't really care what they do in there other than the water quality standpoint. We're liable still for whether somebody gets sick from that water, but we don't make a determination what kind of pipe they use. We don't deal with how they manage that pipe. Once it hits that master meter, they manage it. And that's one of the reasons why we have some of those for those bigger developments."

**Deputy Mayor Brinson** said staff was suggesting this request be tabled to allow Roxbury Part to provide more information and for a staff review. He asked if the City Attorney had a comment.

**City Attorney Bodie Stegelmann** said, "I think the board needs to know what's being asked and have a chance to look at the materials provided, and do their own review and analysis of that information, and have a more intelligent discussion once we come back ... We don't even know an amount (of relief requested)."

**Board member Swartley** agreed.

**Board member Landis** asked if Roxbury Park residents might get relief or credit on their water bills. **Sinclair** said that would be possible and credits have been given in the past.

**Landis/Swartley** made a motion to table the request until staff notifies the Board of Works that the matter is ready to be considered again. The motion passed 5-0.

4) Legal Department requests: Award the quote of \$229,505 for the purchase of five 2026 or newer Hybrid Police Pursuit SUVs to Eby Ford Sales, Inc. as the lowest responsible and responsive bidder and approve and execute the agreement with Eby Ford Sales, Inc. for the purchase of the vehicles and authorize the Mayor to execute the agreement

**City Attorney Bodie Stegelmann** said the City solicited sealed quotes for the purchase of five 2026 or newer Hybrid Police Pursuit SUVs in accordance with Indiana Code § 5-22-8-3. This is a summary of the quotes submitted:

1. **Vogler Motor Company**, 1170 E. Main St., Carbondale, IL 62901 / \$229,865
2. **Eby Ford Sales, Inc.**, 2714 Elkhart Rd., Goshen, IN 46526 / \$229,505
3. **Broadway Ford**, 812 E. Taylor Ave., St. Louis, MO 63147 / \$233,993.15
4. **Jordan Automotive**, 609 E. Jefferson Blvd., Mishawaka, IN 46545 / \$232,750

The **City Attorney** recommended that Eby Ford Sales, Inc. be awarded the purchase agreement as the lowest responsive and responsible bidder with a total cost of \$229,505.



**Stegelmann** further recommended that the Board approve and authorize Mayor Leichty to execute the agreement for the purchase of five 2026 or Newer Hybrid Police Pursuit SUVs at a total cost of \$229,505.

**Landis/Swartley** made a motion to award the quote for the purchase of five 2026 or newer Hybrid Police Pursuit SUVs to Eby Ford Sales, Inc. as the lowest responsible and responsive bidder and approve and execute the agreement with Eby Ford for the purchase of five SUVs and authorize the Mayor to execute. The motion passed 5-0.

**5) Legal Department request: Adopt Resolution 2025-33, Interlocal Agreement with County of Elkhart for Funding for the Horn Ditch Maintenance, Brushing, and Stabilization Project #25-006, Reconstruction of the Bridge on College Avenue Crossing Horn Ditch**

**Assistant City Attorney Don Shuler** said that before the Board was a resolution to approve the terms and conditions of an Interlocal Agreement with the County for funding maintenance, brushing, and stabilization work on the Horn Ditch, generally north of College Avenue and east of U.S. 33.

**Shuler** said the City's sole role according to the agreement is funding 50% of the costs associated with the work. The City's portion is expected to be less than \$12,000 (\$11,710.60).

**Shuler** asked the Board to adopt the resolution.

**Landis/Swartley** made a motion to adopt Resolution 2025-33, Interlocal Agreement with County of Elkhart for Funding for the Horn Ditch Maintenance, Brushing, and Stabilization Project #25-006 Reconstruction of the Bridge on College Avenue Crossing Horn Ditch. The motion passed 5-0.

**6) Legal Department request: Approve and ratify Mayor Leichty's execution of the attached amendment to agreement with Cathy's Cleaning Service to allow the City to add cleaning services to the current agreement with Cathy's to include certain leased spaces in the Historic County Courthouse**

**City Attorney Bodie Stegelmann** recommended that the Board approve and ratify Mayor Leichty's execution of an amendment to the agreement entered into on May 31, 2024 with Service Provider Cathy's Cleaning Service to now include cleaning services for certain leased spaces in the Historic County Courthouse, 101 North Main Street. The leased space to be cleaned was described in attached Exhibit A.

**Stegelmann** said the City has agreed to compensate Cathy's Cleaning Service \$8,320 a year, which more specifically breaks down to \$160 a week, for performing the services under this amendment. Additionally, the City agreed to compensate Cathy's Cleaning Service \$220 as a one-time charge for initial deep clean including a storage room. He said Cathy's will begin cleaning the Courthouse in mid-December, pending completion of construction.

**Landis/Swartley** made a motion to approve and ratify Mayor Leichty's execution of the attached amendment to the agreement with Cathy's Cleaning Service to allow the City to add cleaning services to the current agreement to include certain leased spaces in the Historic County Courthouse. The motion passed 5-0.

**7) Engineering Department request: Approve the Construction Engineering Services consultant contract with A&Z Engineering LLC, for the College Avenue Phase I project, for a not-to-exceed amount of \$1,260,597**

**City Engineering Project Manager Andrew Lund** said he was bringing to the Board a request related to the College Avenue Phase 1 Reconstruction for which project bids will open next week with the Indiana Department of Transportation (INDOT).

**Lund** said INDOT re-advertised a request for proposals for Construction Engineering Services (CE or Construction Inspection) in October, on behalf of the City of Goshen. The received proposals from four consultants. He said a scoring team evaluated each proposal based upon the established INDOT review process and chose A&Z Engineering as the highest-scoring consultant.



**Lund** said City staff have completed contract negotiations with A&Z Engineering and recommend approval of an LPA-Consulting Contract for construction inspection for the estimated three-year duration of the College Avenue, Phase I construction project, for a total amount not-to-exceed \$1,260,597.

**Lund** said this contract is based on hourly labor rates, except for direct non-salary costs from sub-consultant work and expenses such as field equipment, supplies, and mileage, as detailed in Appendix D of the contract.

**Lund** said the City Redevelopment Commission approved the contract at the November meeting; Redevelopment will fund the entire project. He said INDOT and Michiana Area Council of Governments (MAGOG) staff members have also reviewed the contract and found it acceptable.

In response to a question from **Deputy Mayor Brinson**, **Lund** said MACOG will provide about \$50,000 to the project.

**Landis/Swartley** made a motion to approve the Construction Engineering Services consultant contract with A&Z Engineering LLC, for the College Avenue Phase I project, for a not-to-exceed amount of \$1,260,597. The motion passed 5-0.

**8) Engineering Department request: Approve the Professional Services consultant contract with DLZ, for the Biennial Bridge Inspections project, for a not-to-exceed amount of \$31,350**

**City Civil Engineer Brad Minnick** said he was bringing to the Board a request pertaining to the biennial bridge inspections and the associated approval of professional services, for a consultant contract with DLZ.

**Minnick** said the City Engineering Department received proposals from three consultants in response to its 2026/2028 Goshen Biennial Bridge Inspection Program RFP (Request for Proposals) due Nov. 5, 2025. He said a scoring team evaluated the proposals based upon the RFP's review process and chose DLZ as the highest-scoring consultant.

**Minnick** said DLZ has submitted a fee proposal for the estimated 2.5-year duration of the in-service bridge inspections project, for a total amount not-to-exceed \$31,350. The anticipated cost impacts are \$21,100 for work completed on/before September 25, 2026 and the remaining \$10,250 to be completed on/before July 31, 2028. He added that this contract is to be paid based on negotiated labor rates, except for expenses such as mileage, as detailed in the contract.

**Deputy Mayor Brinson** asked if this work would include inspection of the Goshen College railroad tunnel. **Minnick** said it was included in the contract and that the college would reimburse the City for the cost. He confirmed the City has 16 bridges.

**Landis/Swartley** made a motion to approve the Professional Services consultant contract with DLZ, for the Biennial Bridge Inspections project, for a not-to-exceed amount of \$31,350. The motion passed 5-0.

*The following item was added to the agenda. Before the meeting, the City Legal Department provided the Board with a one-page memorandum, dated Dec. 4, 2025, as well as a Memorandum of Understanding and related documents (EXHIBIT #2).*

**9) Legal Department request: Approve and authorize the Mayor to execute contract documents with Caliber Public Safety to allow the City to enter into a subscription for a new records management system (RMS) for the Goshen Police Department**

**City Attorney Bodie Stegelmann** recommended that the Board approve and authorize Mayor Leichty to execute contract documents with Caliber Public Safety to allow the City to enter into a subscription for a new records management system (RMS) for the Goshen Police Department, which will enable interconnectivity with all other county law enforcement agencies and the county-wide 911 dispatch center.

**Stegelmann** began describing the costs, but then pointed out that the figures were incorrect. **Stegelmann and Christina M. Bonham, a paralegal with the City Legal Department**, clarified that for the first year costs.



They said the costs would be \$45,199 for the subscription service and mobile related fees of \$34,036 for a total cost of \$82,307. The second year cost, for maintenance and support, would be \$53,379.90.

**Assistant Police Chief Shawn Turner** this was an unexpected expense, but a necessary one.

**Chief Turner** explained that Elkhart County's computer-aided 911 system ties into the City's records management system, with records shared with law enforcement agencies throughout Elkhart County. He said the current system is antiquated, and the city has been having trouble with it needing maintenance, which has led to down time. To remain connect with other agencies, Chief Turner said the Police Department wants to move to a new and more efficient system.

**Deputy Mayor Brinson** asked if there would be any cost reductions for moving to a new system. Chief Turner said "There is, to an extent, because we're sharing the burden of the maintenance costs and so on with other agencies, including the Elkhart County 911 system. "So, if we were to stay with our current system, which, again, would be problematic for us, we would have the burden of all those costs related to maintenance and so on without sharing that with the rest of the county."

At the request of **Board member Landis, Bonham** clarified the cost of the two-year contract. She added that "as far as costs are concerned, Elkhart County is taking on the training as well, so we're not paying for the training for the new system." **Board member Landis** said he would like the City to get a better explanation of the second-year costs. **Landis/Swartley** then made a motion to approve and authorize **Mayor Leichty** to execute the contract documents with Caliber Public Safety to allow the City to enter into a subscription for a new records management system (RMS) for the Goshen Police Department with year one having a total cost of \$82,307 and the second year of \$53,379.90, with the request that as they finalize this, they have an actual breakdown of what makes up the \$53,379.90. The motion passed 5-0.

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

Deputy Mayor Brinson opened Privilege of the Floor at 4:47 p.m. There were no comments.

At 4:48 p.m., the Deputy Mayor opened a hearing on the final review of an unsafe building order by the City Building Commissioner.

**REVIEW/COMPLIANCE HEARING ON BUILDING COMMISSIONER ORDERS:**

4:00 p.m., Dec. 4, 2025

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

Members: Deputy Mayor Mark Brinson, Mike Landis, Orv Myers, Mary Nichols, Barb Swartley

10) Final report for property at 208 Queen Street, which was the subject of prior enforcement efforts by the Board (Artisan Investment Group, LLC, property owner)

At 4:47 p.m., Deputy Mayor Brinson opened a hearing for a final report for the property at 208 Queen Street, which was the subject of prior enforcement efforts by the Board (Artisan Investment Group, LLC, property owner)





#### **BACKGROUND:**

In a Dec. 4, 2025 memorandum to the Board, **Assistant City Attorney Don Shuler** wrote that the unsafe building matter concerning 208 Queen Street has now been fully resolved. Following enforcement efforts in 2023 and 2024 that led to multiple transfers of the property, Shuler wrote that the current property owner – Artisan Investment Group, LLC – “has completed all repairs and required renovations. All inspections have passed, and the Building Commissioner issued an Order of Rescission, as directed by prior Board action.”

**Shuler** wrote that the property had been vacant since at least 2009 under prior ownership and is now restored to a safe and habitable conditions. He concluded, “No further action by the Board is required.”

#### **REPORT ON DEC. 4, 2025 BOARD HEARING:**

After convening the hearing, Deputy Mayor Brinson invited a presentation from Assistant City Attorney Don Shuler. Shuler used a PowerPoint presentation (EXHIBIT #3) to discuss the case.

Shuler recounted the long and complicated history of the property, going back to 1991, as follows:

- There have been a multitude of enforcement efforts for the property, going back decades, including:
  - 2011 Agreement
  - 2013 Agreement
  - 2015 Legal action – multiple findings of contempt and fines in 2016, 2017, and 2018
- The City Building Commissioner issued an Order requiring demolition in November 2023. The order was affirmed by the Board of Work in February 2024.
- There have been multiple changes in ownership
  - Ron Davidhizar sold the property at auction in January 2024 and it was acquired by Leopoldo Mendoza.
  - When Mendoza was unable to show adequate progress at the property, additional Board of Works action in September/October 2024 led to the sale of the property to Artisan Investment Group
- Artisan completed various repairs and renovation, which were reviewed by the Board of Works in November 2024, March 2025, and June 2025.
- The property has been fully rehabilitated and an Order of Rescission was issued by the Building Commissioner

**Shuler** showed Board members photographs of the property's poor and deteriorating condition before it was purchased by Artisan Investment Group. He then showed the property's current rehabilitated condition.

**Shuler** summarized the conclusion of his PowerPoint, which stated, “The remediation process took two years from the first demolition order with the City's more aggressive stance against blighted properties, but the property has been an ongoing compliance issue for over 30 years. However, the matter has now been fully resolved with a full rehabilitation of the subject property.”

**Shuler** expressed appreciation to the Board for holding hearings on the property and seeking rehabilitation.

**Deputy Mayor Brinson** said it was good to end the meeting on “a high note.” He thanked **Shuler** for his work.

Because this was a final review hearing, there were no motions or votes.

At 4:51 p.m., the Deputy Mayor closed the hearing on the final review of an unsafe building order by the City Building Commissioner.



#### APPROVAL OF CIVIL & UTILITY CLAIMS

Deputy Mayor Brinson made a motion to approve Civil City and Utility claims and adjourn the meeting. Board member Swartley seconded the motion.

#### ADJOURNMENT

Deputy Mayor Brinson adjourned the meeting at 4:52 p.m.

*EXHIBIT #1: Executive Order 2025-09, which was signed by Goshen Mayor Leichty on Dec. 3, 2025. It stated that Mayor Leichty would be unavailable on Dec. 4, 2025, and in her absence, Deputy Mayor Mark Brinson was empowered to exercise all duties of the Mayor, including serving as a member of the Board of Public Works & Safety.*

*EXHIBIT #2: A one-page memorandum, dated Dec. 4, 2025, as well as a Memorandum of Understanding and related documents for agenda item #9, Legal Department request: Approve and authorize the Mayor to execute contract documents with Caliber Public Safety to allow the City to enter into a subscription for a new records management system (RMS) for the Goshen Police Department.*

*EXHIBIT #3: A 10-page PowerPoint presentation, dated Dec. 4, with the title, "Unsafe Building Resolution – Staff Final Report, 208 Queen Street, Goshen." The PowerPoint was presented by Assistant City Attorney Don Shuler during his report on agenda item #10, Final report for property at 208 Queen Street, which was the subject of prior enforcement efforts by the Board ((Artisan Investment Group, LLC, property owner).*

APPROVED:

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Mayor Gina Leichty

---

Mike Landis, Member

---

Orv Myers, Member





---

Mary Nichols, Member

---

Barb Swartley, Member

ATTEST:

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Richard R. Aguirre, City of Goshen Clerk-Treasurer



**Engineering Department  
CITY OF GOSHEN**

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

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

## MEMORANDUM

TO: Board of Public Works and Safety

FROM: Goshen Engineering

RE: **COLLEGE AVENUE PHASE I – TREE CLEARING  
PROJECT NO. 2019-0022**

DATE: December 11, 2025

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The Clerk-Treasurer's Office has received proposals from contractors today for the College Avenue Phase I – Tree Removal project and we are requesting that the Board of Public Works and Safety open these bids at today's meeting.

**Requested Motion:** Open proposals received from Contractors for the College Avenue Tree Removal project and read the Total Project Cost amount and refer the bids to the Engineering Department.



**Engineering Department  
CITY OF GOSHEN**

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engineering@goshencity.com • www.goshenindiana.org

## MEMORANDUM

TO: Board of Public Works and Safety

FROM: Goshen Engineering

RE: **COLLEGE AVENUE SANITARY ENCASEMENT  
PROJECT NO. 2025-0027**

DATE: December 11, 2025

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The Clerk-Treasurer's Office has received quotes from contractors today for the College Avenue Sanitary Encasement project and we are requesting that the Board of Public Works and Safety open these bids at today's meeting.

**Requested Motion:** Open bids received from Contractors for the College Avenue Sanitary Encasement project and read the Total Project Cost amount and refer the bids to the Engineering Department.



**Engineering Department  
CITY OF GOSHEN**

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engineering@goshencity.com • www.goshenindiana.org

## MEMORANDUM

TO: Board of Public Works and Safety

FROM: Goshen Engineering

RE: **2025 COMMUNITY SIDEWALK IMPROVEMENT PROJECT  
PROJECT NO. 2025-0001**

DATE: December 11, 2025

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The Clerk-Treasurer's Office has received bids from contractors today for the 2025 Community Sidewalk Improvement project and we are requesting that the Board of Public Works and Safety open these bids at today's meeting.

**Requested Motion:** Open bids received from Contractors for the 2025 Community Sidewalk Improvement project and read the Total Base Proposal amount and refer the bids to the Engineering Department.



**Engineering Department  
CITY OF GOSHEN**

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

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

## MEMORANDUM

TO: Board of Public Works and Safety

FROM: Goshen Engineering

RE: **2026 ASPHALT PAVING PROJECT  
PROJECT NO. 2026-0002**

DATE: December 11, 2025

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The Clerk-Treasurer's Office has received bids from contractors today for the 2026 Asphalt Paving project and we are requesting that the Board of Public Works and Safety open these bids at today's meeting.

**Requested Motion:** Open bids received from Contractors for the 2026 Asphalt Paving project and read the Total Base Bid amount and refer the bids to the Engineering Department.





**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

December 11, 2025

To: Board of Public Works and Safety

From: Don Shuler, Assistant City Attorney

Subject: WWTP Ground Mounted Solar Array – Withdrawal of Recommendation and Cancellation of Public Hearing under I.C. § 5-23

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A public hearing was noticed, pursuant to I.C. § 5-23, for the Board's December 11, 2025 meeting regarding a proposed public-private agreement with Solscient Energy, LLC for a ground mounted solar array at the WWTP.

Since publication of that notice, discussions and negotiations with Solscient Energy, LLC have stalled, and the parties have not reached mutually acceptable terms for a public-private agreement within the parameters established by the City. In addition, the financial structure of the proposed project depended significantly on timely execution of an agreement and qualifying purchases to take advantage of the federal Investment Tax Credit (ITC), which would have provided a 30% reduction in total costs.

As a result, staff is not presenting a proposed agreement for the Board's consideration and the project is not moving forward at this time. Because there is no agreement before the Board for approval, it is neither necessary nor appropriate to convene the public hearing.

This item is for information only.

# **FRATERNAL ORDER OF POLICE LODGE NO. 81 – GOSHEN, INDIANA**

## **Petition for Recognition as Exclusive Bargaining Representative**

*(Pursuant to Indiana Code §36-8-22 and City of Goshen Ordinance 3904)*

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### **TO:**

**The Honorable Gina M. Leichty, Mayor  
and the Board of Public Works and Safety**

City of Goshen, Indiana  
204 East Jefferson Street  
Goshen, Indiana 46528

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### **FROM:**

**Fraternal Order of Police Lodge No. 81 – Goshen, Indiana**

c/o Jacob Lambright, Interim President  
111 East Jefferson Street, Goshen, Indiana 46528

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### **STATEMENT TO THE BOARD OF WORKS**

Good morning, members of the Board.

My name is Jacob Lambright, and I'm appearing today on behalf of the Fraternal Order of Police Lodge No. 81 – Goshen, Indiana.

Lodge 81 was originally chartered in 1938 and has represented Goshen officers for generations. After several years of merger under FOP Lodge 52, our officers have chosen to reestablish Lodge 81 to provide more direct, localized representation for the men and women of the Goshen Police Department.



This request does **not** seek to alter wages, benefits, or any portion of the current collective bargaining agreement. It simply transfers representation back to a Goshen-based lodge, restoring our local identity within the Fraternal Order of Police while maintaining the same cooperative relationship with the City that has long existed.

On behalf of our membership, I respectfully ask that the Board of Works formally recognize Fraternal Order of Police Lodge No. 81 – Goshen, Indiana as the exclusive bargaining representative for all sworn officers of the Goshen Police Department below the rank of Chief, effective immediately upon approval.

We look forward to continuing our positive partnership with the City and thank you for your time and consideration.

---

## **PETITION FOR RECOGNITION**

### **I. Authority and Purpose**

Pursuant to Indiana Code §36-8-22 and the City of Goshen’s Collective Bargaining Ordinance, Fraternal Order of Police Lodge No. 81 – Goshen, Indiana (“Lodge 81”) hereby petitions the City of Goshen for recognition as the exclusive bargaining representative for all sworn officers of the Goshen Police Department below the rank of Chief.

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### **II. Background**

Lodge 81, a subordinate lodge of the Indiana State Lodge and Grand Lodge, Fraternal Order of Police, was originally chartered on February 25, 1938. On November 23, 2025, Goshen officers voted to restore Lodge 81’s independent status under Indiana law and resume local representation.

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### **III. Why the Change from Lodge 52**

The decision to reestablish Lodge 81 is rooted in practicality and locality—not conflict. Goshen Police officers recognize the value of maintaining a dedicated lodge that reflects the City’s distinct size, structure, and administrative relationship.

Operating under Elkhart Lodge 52 required shared governance, differing membership priorities, and logistical constraints that often complicated communications and policy coordination with Goshen's administration.

Reinstating Lodge 81 allows officers and City officials to work together more efficiently, ensuring that negotiations, policies, and community initiatives remain tailored to the needs of the Goshen Police Department and the citizens we serve.

---

#### **IV. Request**

Lodge 81 respectfully requests that the City of Goshen:

1. **Voluntarily recognize** FOP Lodge 81 as the exclusive bargaining representative for all eligible sworn officers;
2. **Acknowledge continuity** of the existing 2024–2026 Collective Bargaining Agreement, with Lodge 81 assuming all representative duties; and
3. During the re-establishing period of FOP Lodge 81, the City of Goshen agrees to coordinate with the FOP Lodge 81 regarding accounting authorizations and payables to FOP Lodge 81.

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#### **V. Certification**

Lodge 81 certifies that this petition is submitted in good faith and that all information herein is accurate and complete.

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Respectfully submitted this 3rd day of December, 2025.



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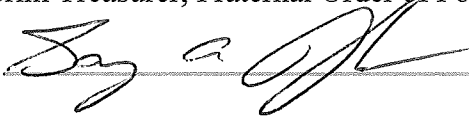
**Jacob M Lambright**

Interim President, Fraternal Order of Police Lodge No. 81 – Goshen, Indiana  
111 E. Jefferson Street | Goshen, IN 46528

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**Sammy A Johnson**

Interim Treasurer, Fraternal Order of Police Lodge No. 81 – Goshen, Indiana



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**Enclosures**

1. Resolution No 2025-01- FOP Lodge 81
2. 2024–2026 Collective Bargaining Agreement

RESOLUTION NO. 2025-01

**\*\*A Resolution to Formally Re-Establish**

**Fraternal Order of Police Lodge 81\*\***

WHEREAS, the Fraternal Order of Police (FOP) Lodge 81 was historically established as the recognized lodge representing the sworn officers of the Goshen Police Department; and  
WHEREAS, Lodge 81 subsequently became administratively inactive and was merged for operational purposes into FOP Lodge 52; and

WHEREAS, members of the Goshen Police Department have expressed the desire to re-activate and re-establish Lodge 81 as an independent, fully functioning lodge for the benefit, representation, and fraternal interests of its officers; and

WHEREAS, notice of this meeting was properly communicated to eligible members, and a quorum of active members is present in accordance with FOP governance expectations; and  
WHEREAS, re-establishing Lodge 81 will allow members to structure representation, collective bargaining preparation, fraternal activities, community engagement programs, and

administrative functions in a manner tailored specifically to the Goshen Police Department; and  
WHEREAS, the members assembled have the authority to re-establish the lodge under the historic charter of FOP Lodge 81, subject to certification by the Indiana State Fraternal Order of Police.

**NOW, THEREFORE, BE IT RESOLVED THAT:**

1. The membership of the Goshen Police Department herein assembled does hereby formally re-establish Fraternal Order of Police Lodge 81 under its historic charter, effective immediately upon adoption of this Resolution.

2. The lodge shall immediately elect interim officers to serve until formal elections are held and certified.

3. The lodge shall notify the Indiana State FOP of its re-establishment and submit all documents, rosters, minutes, and required filings necessary for activation.

4. The lodge shall undertake all required administrative actions, including but not limited to:

Establishing financial accounts;

Confirming EIN status;

Submitting state and federal documentation;

Establishing communication channels for members.

5. The lodge shall form committees as needed to establish bylaws, confirm membership standing, develop financial structure, and prepare for collective bargaining processes.

ADOPTION

This Resolution was presented to the membership on the 23rd day of November, 2025, and was:

- ☒ Adopted  
☐ Not Adopted

By vote of the members present.

CERTIFICATION OF INTERIM BOARD

Following the adoption of this Resolution, the membership of Fraternal Order of Police Lodge 81 elected the following individuals to serve as the Interim Executive Board, with authority to act on behalf of the Lodge until permanent elections are held in accordance with FOP procedure:

Interim President: James M. Jarrett

Interim Vice President: [Signature]

Interim Secretary: WM [Signature]

Interim Treasurer: [Signature]

Interim Sergeant-at-Arms: [Signature]

Interim Trustee #1: [Signature]

Interim Trustee #2: [Signature]

Interim Trustee #3: Wm J. O'Neal Jr

ATTESTATION

We, the undersigned, certify that Resolution No. 2025-01 was duly adopted and that the above-named individuals were properly elected as the Interim Board of Fraternal Order of Police Lodge 81 at a duly convened meeting on November 23, 2025.

Jacob M. Lambright / [Signature]  
Acting Interim President

Sammy A. Johnson / [Signature]  
Acting Interim Treasurer

State of Indiana County of Elkhart

On this 13<sup>th</sup> day of Dec., 2025, this record was acknowledged before me by  
Jacob M. Lambright +  
Sammy A. Johnson.

My Commission Expires: 6/15/28

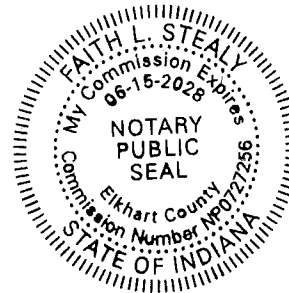
Notary Public's Signature: [Signature: Faith L. Stealy]

Printed Name: Faith L. Stealy

Notary Public, State of Indiana

Resident of Elkhart County

Commission Number: NP0727256



**AGREEMENT BETWEEN  
CITY OF GOSHEN, INDIANA  
AND  
ELKHART FOP LODGE 52, INC.**

**EFFECTIVE DATES**

**JANUARY 1, 2024 THROUGH DECEMBER 31, 2026**





**AGREEMENT BETWEEN  
CITY OF GOSHEN, INDIANA  
AND  
ELKHART FOP LODGE 52, INC.**

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ARTICLE II	Term .....	3
ARTICLE III	Lodge Activities .....	4
ARTICLE IV	Rights of Management .....	5
ARTICLE V	Dues Deduction .....	6
ARTICLE VI	Wages .....	7
ARTICLE VII	Overtime .....	8
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**AGREEMENT BETWEEN**  
**CITY OF GOSHEN, INDIANA**  
**AND**  
**ELKHART FOP LODGE 52, INC.**

This agreement is entered into on October 18, 2023, effective on January 1, 2024 and continuing until December 31, 2026, between the City of Goshen, Indiana, hereafter called "City," and Elkhart FOP Lodge 52, Inc., hereafter called "Lodge," representing all full-time sworn police officers of the Goshen Police Department, hereafter called "Police Department."

The City and the Lodge recognize and declare that they have bargained collectively with respect to terms and conditions of employment for employees of the Police Department, and it is their desire, in the best interest of the City, to promote harmonious relations between the City and the Lodge and to improve police protection for the citizens of the City. It is agreed that the understanding reached should be incorporated into a written contract which will set forth the respective rights and obligations of both the City and the Lodge and will provide an orderly and equitable means of resolving any future differences between the parties.

It is therefore agreed as follows:

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**ARTICLE I****Recognition**

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**Section 1.**

The City recognizes the Lodge as its sole and exclusive bargaining representative for all full-time sworn police officers of the Police Department excepting the Chief of Police, the Assistant Chief of Police, and the Division Chiefs. The Lodge does not represent any full-time civilian employees, including Special Police Officers, part-time or seasonal employees of the Police Department.

**Section 2.**

The City agrees it shall not enter into any oral or written agreements with any employee represented by the Lodge either individually or collectively, or with any other organization acting on behalf of said employees for the duration of this agreement except as allowed in Article XLII of this agreement.

**Section 3.**

The Lodge membership acknowledges that their duly authorized and elected representatives can enter into an agreement with the City. Such agreement must then receive a simple majority of the total ballots cast of all personnel under the contract to make the agreement binding.

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**ARTICLE II****Term**

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**Section 1.**

This agreement shall be in effect on January 1, 2024, and continue until December 31, 2026.

**Section 2.**

The parties agree that commencing not later than one hundred twenty (120) days prior to August 1, 2026, they will commence negotiations to modify or amend this entire contract.

**Section 3.**

In the event the parties are unable to reach a new agreement, the terms and provisions of this agreement shall remain in full force and effect for a period of two (2) years after the date of expiration of this agreement or until a new agreement is reached, whichever shall occur first.

**Section 4.**

With the mutual consent of both parties, any Article or Articles of this agreement may be opened for negotiation at any time.



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**ARTICLE III****Lodge Activities**

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**Section 1.**

Employees, individually and through their Lodge representatives, shall have the right to engage in lawful concerted activities for the purpose of negotiation or bargaining with the City, or other mutual aid and protection to express or communicate any views, grievances, complaints, or opinions related to the conditions or compensation of public employment, or their betterment, free from any and all restraint, interference, discrimination, or reprisal.

**Section 2.**

When any designated representative of the Lodge intends to spend time on Lodge activities during a time that he/she is scheduled to work, he/she shall inform the Chief of Police through the chain of command at least one (1) week in advance unless the nature of the activity does not allow one (1) weeks' notice. In such circumstances, the Chief of Police shall be notified as soon as practicable.

**Section 3.**

The Lodge shall be afforded the right to utilize bulletin boards at the police station and any sub-police stations for the posting of Lodge notices and other Lodge materials. Such board shall be identified with the name of the Lodge, and the Lodge may designate persons responsible for utilizing the boards.

**Section 4.**

The Lodge may schedule meetings on City Police Department property so long as such meetings will not be unduly disruptive to the efficient operation of the Police Department.

**Section 5.**

The Lodge representatives and any other members who are elected to a State or National Lodge Office shall be allowed time off with pay to attend State and National conventions, seminars, and meetings as long as the minimum strength requirements on their respective watches are met. If a representative's watch is below minimum strength, then the representative shall nonetheless be allowed time off as long as minimum strength requirements can be met with qualified personnel.

**Section 6.**

The Pension Fund Trustees from time to time shall be permitted time off with pay to attend formal police pension seminars.

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**ARTICLE IV****Rights of Management**

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Except as otherwise provided in this agreement or applicable federal, state, or local laws or ordinances, the City, in the exercise of its functions of management, shall have the right to decide the policies, methods, safety rules, direction of employees, assignment of work, contracting of work equipment to be used in the operation of the Police Department; to determine the hours of work, the right to hire, discharge, suspend, discipline, promote, demote, and transfer employees covered under this contract; and it is agreed that the enumeration of the above management prerogatives shall not be deemed to exclude other prerogatives not enumerated. Nothing in this Article shall abdicate the employee's rights to grievance procedure.



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**ARTICLE V****Dues Deduction**

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The City shall deduct from the pay of each employee, who has authorized deductions to the Treasurer of the Lodge, all amounts established by the Lodge as dues, fees, and assessments. The Treasurer of the Lodge shall provide a list of employees and amounts as authorized to the Clerk-Treasurer. Each month the City shall remit the total amount of deductions from those who have authorized such deductions to the Treasurer of the Lodge.

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**ARTICLE VI                      Wages**

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The salary schedule containing base salary and fringe benefits as established by action of the Common Council of the City of Goshen, Indiana is made a part of this agreement by reference. The base salary to be included in the annual salary ordinance is included in Exhibit A attached to this agreement.

In the event City has received new revenue stream(s) that would make available revenues to be used for public safety wages, either City or Lodge may request to open wages only by providing written notice of their intent to open discussion.

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## **ARTICLE VII            Overtime**

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### **Section 1.            Overtime Pay**

- (A)     With the exception of employees attending the basic Indiana Law Enforcement Training Academy, any employee who works in excess of nine (9) hours in one (1) workday shall receive overtime pay or compensatory time, at the choice of the employee, in addition to any other benefits to which he/she may be entitled. Such overtime pay shall be paid at the rate of time and one-half (1½) of the employee's prevailing hourly rate. An employee's prevailing hourly rate shall be defined as the total of his/her annual base salary, technical skills pay, and longevity increase divided by two thousand one hundred six (2,106) hours. Compensatory time shall be awarded at the rate of one and one-half (1½) times the actual hours worked. In the event the regular workday is extended pursuant to Article XIX of this Agreement, the reference to nine (9) hours in this subsection (A) shall be updated to reflect the extended regular workday.
- (B)     Overtime duty shall be assigned to employees as uniformly as possible.
- (C)     When an employee is called in to work overtime, he/she shall be guaranteed a minimum of two (2) hours work with the choice of two (2) hours pay at the overtime rate or three (3) hours of compensatory time.
- (D)     An employee attending the basic Indiana Law Enforcement Training Academy shall receive compensatory time off in lieu of overtime pay for each hour worked in excess of eighty-one (81) hours in the fourteen (14) day work period. Compensatory time shall be at the rate of one and one-half (1½) hours for each hour worked in excess of eighty-one (81) hours in a work period. Hours worked shall include the time the employee spends in training and time required to drive to and from the Academy. Any hours to be worked in excess of eighty-one (81) hours in a fourteen (14) day work period must be approved in advance in writing by the Chief of Police or the Chief's designee. In the event the regular workday is extended pursuant to Article XIX of this Agreement, the reference to eighty-one (81) hours in this subsection (D) shall be updated accordingly but in no event shall it be greater than eighty-four (84) hours.

### **Section 2.            Call In Authorization**

Only the officers listed below shall have the authority to call in personnel for extra duty pay:

- (A)     Chief of Police.
- (B)     Assistant Chief.
- (C)     Division Chiefs.
- (D)     In the absence of the Chief of Police, the Assistant Chief, or the Division Chiefs, then the officer in charge of the watch.

---

**ARTICLE VIII      Holiday Compensation**

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**Section 1.**

Each employee of the Police Department shall receive, in lieu of holiday pay, the number of days equal to the number of holidays established by action of the Common Council of the City of Goshen, Indiana, which days are not specifically named but shall not be less than eleven (11) days.

**Section 2.**

Each employee shall receive his/her regular daily wage (nine (9) hours x regular hourly rate of base pay per level), per the number of holidays for the calendar year as set pursuant to Section 1 of this Article VIII.

**Section 3.**

In the event an employee leaves the department, his/her holiday compensation will be prorated on an annual calendar year basis. If an employee works three (3) months, he/she shall be entitled to twenty-five percent (25%) of the holiday pay.

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**ARTICLE IX****Court Time Pay**

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**Section 1.**

In addition to any other item of compensation, employees shall receive court time pay when appearing during off duty hours before any court or administrative body on behalf of the City, or at the County Prosecutor's Office pertaining to incidents investigated by said employee while in the line of duty whether such incidents are civil or criminal in nature.

**Section 2.**

Such court time pay shall be paid at the current overtime rate of pay. A guaranteed minimum of two (2) hours will be paid to those employees for any appearance as set out in Section 1 of this Article.

**Section 3.**

Any employee who retires or leaves the department due to a medical disability or leaves the department without disciplinary proceedings and is required to testify on behalf of the City or State of Indiana in any criminal proceeding, in any court trial, arbitration hearing, or administrative proceeding shall be paid by the City at the rate of pay for the rank he/she last held. City agrees to a minimum of two (2) hours for each date a former employee is required to appear. This Section applies only for a period of five (5) years from said date of termination of employment.

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**ARTICLE X****Funeral Leave**

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**Section 1.**

In case of death in an employee's immediate family, said employee shall be granted, upon request, three (3), nine (9) hour workdays off without loss of pay within the first calendar year immediately following the death to make preparation for, attend the funeral and burial, or attend any necessary business or legal matters of the relative or the relative's estate. The immediate family is defined as: spouse, parent, parent-in-law, daughter, son, brother, sister, son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandparent, grandchild, stepparent, stepchild, or any other relative who was a member of the employee's household immediately preceding the death.

**Section 2.**

In case of death of a member of the employee's family other than the family defined in Section 1 of this Article, an employee may be granted, upon request, one (1), nine (9) hour day of leave without pay.

**Section 3.**

In case of death of a co-worker, an employee may be granted reasonable time off to attend the funeral of said co-worker, provided that staffing permits. As contained herein, a co-worker shall be identified as an employee at the time of death.

**Section 4.**

In the event an employee serves as a pall bearer in any funeral, the employee shall be allowed one (1), nine (9) hour day of leave without pay, provided that staffing permits.

**Section 5.**

The Chief of Police, Assistant Chief, or Division Chiefs, or if they are unable to be reached, the officer in charge of the employee's watch, shall have the right to grant, in appropriate cases at their sole discretion, additional days off work without pay.

**Section 6.**

If an employee takes funeral leave without pay, the employee may use accrued vacation time, compensatory time, or personal days to avoid a loss of pay.

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**ARTICLE XI            On-Call Pay**

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**Section 1.**

- (A)    The officer assigned to be on-call as a detective and the officer assigned to be on-call as an evidence technician will be paid Eleven and 43/100 Dollars (\$11.43) per day as on-call pay.
- (B)    The assigned officer on-call must remain available to be called back to work if necessary to investigate a crime or collect and log evidence. The assigned officer must be able to be contacted by phone and respond to the Department or crime scene as soon as reasonably possible.



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## **ARTICLE XII                      Technical Skills Pay, Patrol Officer In Charge of Shift, and Specialty Pay**

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### **Section 1.            Technical Skills Pay**

In addition to any other item of compensation, the City shall also pay annual technical skills pay to those employees certified to have technical skills beneficial to the department. Said technical skills pay is to be included in the regular biweekly check at the rate of:

First Technical Skill .....Five Hundred Dollars (\$500) Annually.

Second Technical Skill..... Three Hundred Dollars (\$300) Annually.

Third Technical Skill..... Three Hundred Dollars (\$300) Annually.

Fourth Technical Skill.....Two Hundred Fifty Dollars (\$250) Annually.

Fifth Technical Skill.....Two Hundred Fifty Dollars (\$250) Annually.

Technical skills certification shall be a matter of record and supervised by the Chief of Police.

The maximum amount of technical skills pay the City shall pay an employee is One Thousand Six Hundred Dollars (\$1,600) annually. No additional payment will be made for obtaining any additional technical skills certification after the fifth technical skill.

### **Section 2.            Patrol Officer In Charge of Shift**

A Patrol Officer who is the officer in charge of a shift or half shift but who is not a Sergeant, Lieutenant, Captain, Detective, or appointed rank such as a School Resource Officer, shall receive an additional Twenty-five Dollar (\$25.00) bonus for each shift, or Twelve Dollar and Fifty Cent (\$12.50) bonus for each half shift, that the Patrol Officer serves as the officer in charge of. This bonus shall be paid in the next regular biweekly check.

### **Section 3.            Specialty Pay**

(A) In addition to any other item of compensation, a police officer acting as a field training officer with a new recruit who is not a Detective or appointed rank such as a School Resource Officer, shall receive specialty pay for each shift or half shift serving in this position. The specialty pay shall be Thirty Dollars (\$30.00) per shift, or Fifteen Dollars (\$15.00) for half shift, with the new recruit, and shall be included in the officer's next regular biweekly check.

(B) A police officer acting in the following positions shall receive additional compensation as specialty pay:

Detective Team Leader ..... One Thousand Two Hundred Dollars (\$1,200) Annually.  
(Two (2) positions)

Field Training Officer Supervisor ..... One Thousand Two Hundred Dollars (\$1,200) Annually.

Honor Guard Commander..... One Thousand Two Hundred Dollars (\$1,200) Annually.

S.W.A.T. Commander..... One Thousand Two Hundred Dollars (\$1,200) Annually.

S.W.A.T. Assistant Commander ..... One Thousand Two Hundred Dollars (\$1,200) Annually.

The specialty pay shall be paid quarterly and shall be prorated based on the actual time the officer spends in a position.

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**ARTICLE XIII      Longevity Increase**

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**Section 1.**

In addition to any other item of compensation, the employee shall receive an annual longevity increase in accordance with the following schedule up to a maximum of Five Thousand Four Hundred Dollars (\$5,400). The employee shall continue to receive Five Thousand Four Hundred Dollars (\$5,400) each subsequent year after the employee's twentieth year of employment with the Department.

	<u>Annual Longevity Increase</u>	<u>Annual Total</u>
Year 1	\$200	\$200
Year 2	\$200	\$400
Year 3	\$200	\$600
Year 4	\$200	\$800
Year 5	\$200	\$1,000
Year 6	\$200	\$1,200
Year 7	\$200	\$1,400
Year 8	\$200	\$1,600
Year 9	\$200	\$1,800
Year 10	\$200	\$2,000
Year 11	\$200	\$2,200
Year 12	\$200	\$2,400
Year 13	\$200	\$2,600
Year 14	\$200	\$2,800
Year 15	\$200	\$3,000
Year 16	\$200	\$3,200
Year 17	\$200	\$3,400
Year 18	\$660	\$4,060
Year 19	\$670	\$4,730
Year 20	\$670	\$5,400
Year 21+	\$0	\$5,400

**Section 2.**

The annual longevity increase is to be included in the employee's regular biweekly check on a pro rata basis and adjusted annually.

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## **ARTICLE XIV      Clothing Allowance**

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### **Section 1.**

In addition to any other item of compensation, the City shall also pay employees having one (1) or more years' service a clothing allowance of One Thousand Five Hundred Dollars (\$1,500) annually.

Said amount is to be paid biannually to maintain uniforms. The first payment shall be on the first pay period in the month of April. The second payment shall be on the first pay period in the month of October. The City shall furnish: one (1) Class A summer shirt, one (1) Class A winter shirt, one (1) Class A pair of uniform pants, two (2) Class B summer shirts, two (2) Class B winter shirts, and two (2) Class B pair of uniform pants. The City shall also furnish jackets, caps, patches, badges, one (1) pair of shoes, all buttons, duty belt and related items, firearms, and ammunition required to all new employees. All uniforms and the additional items shall be furnished to the new employee during his/her first month of employment. In the event that the Class A uniform becomes the standard uniform, the City shall furnish two (2) Class A summer shirts, two (2) Class A winter shirts, and two (2) Class A pair of uniform pants.

### **Section 2.**

In consideration of this allowance, employees agree to keep their uniforms and/or plain clothes in good repair, to replace all worn out items as necessary, and to submit to a biannual inspection at the pleasure of the Mayor and/or the Board of Public Works and Safety who shall announce their intention to inspect no less than thirty (30) days prior to said inspections.

### **Section 3.**

Nothing contained herein shall be construed to exclude roll-call inspections by watch supervisors.

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**ARTICLE XV****Vacation Leave**

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**Section 1.**

Vacation leave shall accrue according to the benefit of department employees based upon the years of service as follows:

One (1) full year through seven (7) full years ..... One hundred twenty-six (126) hours

Starting eight (8) years through fourteen (14) full years ..... One hundred eighty-nine (189) hours

Starting fifteen (15) years and more ..... Two hundred fifty-two (252) hours

**Section 2.**

For the purpose of computation, years of service shall be determined from the first date of employment with the City.

- (A) In the event that an employee resigns and is rehired within two (2) years of resignation, computation for vacation leave shall be based upon the original date of employment less the period of time from resignation to rehire date.

**Section 3.**

Vacation leave shall accrue on the anniversary date of each employee at which time said employee has until the next anniversary date to use the full amount of paid vacation leave. No employee shall carry any vacation leave from one accrual period into another without the written permission of the Chief of Police.

**Section 4.**

Unless voluntarily surrendered by the employee who is the subject of a disciplinary action, vacation leave shall not be deducted as a disciplinary measure by either the City or the Police Department administration.

**Section 5.**

Vacation leave shall be selected on the basis of rank and then seniority per shift until April 1st of each year. After that date, any employee may request vacation leave without fear of losing time off to higher rank or seniority. No employee, regardless of seniority, shall schedule vacation leave for every holiday or weekend during the year.

**Section 6.**

Upon death, retirement, voluntary termination or discharge, the City shall reimburse each employee or his/her estate for earned but unused vacation leave at his/her prevailing hourly rate of pay. All time up to the date of termination shall be credited and a monetary reimbursement shall be made.

**Section 7.**

Vacation leave shall be a matter of record and shall be supervised by the Chief of Police or his/her designee who shall post those records at monthly intervals. Any employee shall have fourteen (14) days from the posting date to correct discrepancies.

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## **ARTICLE XVI      Compensatory Time**

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### **Section 1.**

- (A) Whenever any employee, excluding an employee in the position of School Resource Officer, submits a unit of compensatory time that causes the employee's accumulated compensatory time to exceed one hundred fifty (150) hours, the employee shall not accumulate any further compensatory time until that total has been reduced to a level under one hundred fifty (150) hours. An employee in the position of School Resource Officer shall not accumulate compensatory time in excess of three hundred sixty (360) hours.
- (B) At the next pay period the employee shall be paid his/her prevailing regular hourly rate for all compensatory time exceeding one hundred fifty (150) hours, or three hundred sixty (360) hours for an employee in the position of School Resource Officer. This rate shall be determined by dividing his/her annual salary, technical skills pay, and longevity increase by two thousand one hundred six (2,106) hours.
- (C) No employee of the Goshen Police Department shall be allowed to have a negative number of compensatory hours at the end of any pay period.

### **Section 2.**

Unless voluntarily surrendered by the employee who is the subject of a disciplinary action, compensatory time shall not be deducted from an employee's records as a disciplinary action by either the City or the Police Department administration.

### **Section 3.**

Any hours worked in excess of nine (9) hours in any one (1) workday may be awarded as compensatory time or be paid as overtime at the choice of the employee. Compensatory time for hours worked shall be awarded at the rate of one and one-half (1½) times the actual hours worked rounded up to the nearest one-quarter (¼) hour increment. When an employee is called in to work overtime, they shall be guaranteed a minimum of two (2) hours of work at the rate of three (3) hours compensatory time or two (2) hours paid overtime. In the event the regular workday is extended pursuant to Article XIX of this Agreement, the reference to nine (9) hours in this Section 3 shall be updated to reflect the extended regular workday.

### **Section 4.**

Compensatory time shall be a matter of record and shall be supervised by the Chief of Police or his/her designee who shall post said records at monthly intervals. Any employee shall have fourteen (14) days from the posting date to correct discrepancies.

### **Section 5.**

Rank then seniority shall have preference in the selection of time off for compensatory time leave. After April 1st, it shall be the right of any employee to request compensatory time leave without fear of losing same to employees of higher rank or seniority. No employee, regardless of rank or seniority, shall request compensatory time leave for each holiday or weekend during the year.



**Section 6.**

Upon death, retirement, voluntary termination, or discharge, the City shall reimburse each employee or his/her estate for earned but unused compensatory time at the prevailing hourly rate. All time up to the date of termination shall be credited and monetary reimbursement made.

**Section 7.**

Those employees on compensatory time leave shall be the first recalled should a manpower shortage exist on their shift during their absence, and they shall report to duty within a reasonable amount of time. An employee who has been approved for compensatory time leave shall be called in for a manpower shortage no later than twenty-four (24) hours prior to the start time of their shift approved for compensatory time leave; notwithstanding the foregoing, the twenty-four (24) hour notice shall not apply to an emergency situation as determined by the Chief of Police. Emergency situation is defined as a man-made or natural disaster or event that would most likely require the full resources and manpower of the department.

**Section 8.**

Compensatory time leave shall not be unreasonably withheld from approval by the Chief of Police or his/her designee.



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## **ARTICLE XVII      Personal Leave**

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### **Section 1.**

In addition to any other benefit as herein fixed, employees of the Goshen Police Department shall receive forty-five (45) hours of personal leave off per year at the employees' respective rate of pay.

### **Section 2.**

Personal leave shall be awarded on January 1st of each year.

### **Section 3.**

Employees shall be able to carry over unused personal leave from one calendar year to another. No employee is allowed to carry over more than sixty-three (63) hours of unused personal leave from previous calendar years.

### **Section 4.**

Unless voluntarily surrendered by the employee who is the subject of a disciplinary action, personal leave shall not be deducted as a disciplinary measure by either the City or the Police Department administration.

### **Section 5.**

Personal leave shall be selected on the basis of rank then seniority per shift until April 1st of each year. After that date, any employee may request personal leave without fear of losing time off to higher rank or seniority. No employee, regardless of seniority, shall schedule personal leave for every holiday or weekend during the year.

### **Section 6.**

Upon death, retirement, voluntary termination, or discharge, the City shall reimburse each employee or his/her estate for earned but unused personal leave up to a total of ninety (90) hours of personal leave at his/her prevailing hourly rate of pay. All time up to the date of termination shall be credited and a monetary reimbursement shall be made.

### **Section 7.**

Any employee hired during a calendar year shall have his/her personal leave awarded, prorated respectively to his/her date of hire. Any employee hired within the month of January during a calendar year shall be awarded forty-five (45) hours of personal leave.

### **Section 8.**

Personal leave shall be a matter of record and shall be supervised by the Chief of Police or his/her designee who shall post those records at monthly intervals. Any employee shall have fourteen (14) days from the posting date to correct discrepancies.

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## **ARTICLE XVIII      Sick Leave**

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City and Lodge commit to further discussions concerning potential modifications to the existing sick leave programs; however, both parties acknowledge and agree that such discussions are not a guarantee that existing sick leave programs will be modified in any manner.

### **Section 1.**

Each employee shall receive eighty-one (81) hours of sick leave per year accruing at the rate of six and three-quarter (6.75) hours of sick leave per month of service.

### **Section 2.**

Sick leave is cumulative up to a maximum of eight hundred ten (810) hours.

### **Section 3.**

Any employee who has accumulated sick leave totaling more than eight hundred ten (810) hours, but less than one thousand six hundred twenty (1,620) hours will not lose the accumulated sick leave, but will not be allowed to add to the total leave accumulated as of December 31, 2001.

### **Section 4.**

Any employee who has two hundred seventy (270) hours of sick leave accumulated on January 1st of any calendar year may sell the first fifty-four (54) hours of sick leave of that calendar year if not used during the calendar year at the rate of One Hundred Fifty Dollars (\$150.00) for each nine (9) hours sold. For example, if at the beginning of 2002 an employee has two hundred seventy (270) hours of sick leave accumulated and during 2002 the employee uses eighteen (18) hours of sick leave, at the end of the year the employee may sell thirty-six (36) hours of sick leave to the City for a total of Six Hundred Dollars (\$600.00) at the employee's option.

### **Section 5.**

Upon retirement the City will pay the retiring employee One Hundred Dollars (\$100.00) for each nine (9) hours of accumulated sick leave over four hundred fifty (450) hours up to a maximum of ninety (90) hours.

### **Section 6.**

Except as provided in Sections 4 and 5, no employee will be paid for any accumulated sick leave, except for time off due to illness, non-duty related injury, or maternity leave.

### **Section 7.**

During illness, an employee's pay and other benefits shall continue subject to the right of the Board of Public Works and Safety to require a physician's statement confirming the employee's illness after forty-five (45) consecutive hours of sick leave.

**Section 8.**

Sick leave shall be a matter of record supervised by the Chief of Police or his/her designee who shall post said record at monthly intervals. Any employee shall have fourteen (14) days from the posting date to correct discrepancies.

---

**ARTICLE XIX****Hours of Employment and Days Off**

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**Section 1.**

The regular workday of all employees, except as designated in Section 2, shall be nine (9) hours. In the event the regular workday is extended pursuant to Section 6 of this Article XIX, the reference to nine (9) hours in this Section 1 shall be updated to reflect the extended regular workday.

**Section 2.**

The regular workweek for all employees shall consist of a two (2) week rotation period. The one week will be five (5) consecutive workdays and two (2) consecutive days off, and the other week will be four (4) consecutive workdays and three (3) consecutive days off, and shall include paid days. In the event the regular workday is extended pursuant to Section 6 of this Article XIX, then the regular work week shall be updated to be consistent with the alternate shift schedule approved pursuant to said Section 6.

**Section 3.**

The Patrol Division of the department that is structured in such a manner so that there is an option for regular days off, the determining factor for awarding these regular days off shall be by seniority and not by rank or time-in-grade.

Any specialized unit of the department, including but not limited to the CIW (Detective Bureau), that is structured in such a manner so that there is an option for regular days off, the determining factor for awarding these regular days off shall be by cumulative time-in-grade and not by seniority or rank.

**Section 4.**

The Patrol Division of the department that is structured in such a manner so that there is an option of duty hours on a daily basis, the determining factor for awarding these working hours shall be by seniority and not by rank or time-in-grade.

Any specialized unit of the department, including but not limited to the CIW (Detective Bureau), that is structured in such a manner so that there is an option of duty hours on a daily basis, the determining factor for awarding these working hours shall be cumulative time-in-grade and not by seniority or rank.

The foregoing requirements of this Section shall not apply to military reservists and K-9 officers. The Chief of Police or his/her designee has the full right and authority to assign these types of employees daily duty hours/shifts in the Patrol Division in his/her discretion without regard to seniority, rank, or time-in-grade.

**Section 5.**

- (A) There should regularly be a command officer (Sergeant or above) in charge of each patrol watch every work day.
- (B) All three (3) command officers shall not be permitted to share a common regular day off.
  - (1) Two (2) command officers may be permitted to share a common regular day off.

- (2) If two (2) command officers are on a commonly shared day off and the third command officer wants to take any form of leave for that day, the third command officer may take leave so long as a Patrol Officer who has been approved by the Chief of Police or his/her designee will be in charge; or if at minimum manpower, the third command officer may take leave provided the command officer has arranged trade time with another command officer or a Patrol Officer who has been approved by the Chief of Police or his/her designee.
- (3) At no time shall all three (3) command officers on any patrol watch schedule any form of leave for the same period.

For the purposes of this Article, the clause "any form of leave" shall be construed to include only vacation leave, compensatory time leave, and personal leave.

#### **Section 6.**

- (A) The Chief of Police or his designee(s) can, at the Chief's discretion, draft an alternate shift schedule for the Police Department employees. This draft, once complete, will be submitted to the Police Department employees for their review. After providing ample time for review, revisions and/or questions, the Police Department employees can be requested to vote on the proposed alternate shift schedule. The voting process shall follow the pre-established procedures for FOP related business. The initial vote shall include a specific start and end date for a trial period and in no way shall be construed as a permanent change.
- (B) Prior to the completion of the trial period a second vote shall be held, with the voting dates to be established prior to the initial vote. This second vote will determine if the proposed alternate shift schedule will be adopted by the Police Department employees and become permanent. If the proposed alternate shift schedule does not pass the second vote, the Police Department shall revert to the current schedule and format at the end of the trial period.
- (C) During the trial period any previously approved paid time off, or any member under military orders, shall be honored without any additional time used by Police Department employees. Also during the trial period, salaries, benefits or any other compensations shall not change except as otherwise stated herein, nor shall any tested or appointed position within the Police Department change except as necessary and not related to the alternate shift schedule.



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**ARTICLE XX      Trading of Time**

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**Section 1.**

Employees shall be permitted to voluntarily trade work time subject to the approval of the Chief of Police or his/her designee whose approval shall not be unreasonably withheld.

**Section 2.**

Employees shall be permitted to voluntarily trade work time in the form of personal leave from one employee to another subject to the approval of the Chief of Police or his/her designee. Trading of personal leave shall be done in whole or half day increments. Trading of personal leave/work time shall not be unreasonably withheld from approval by the Chief of Police or his/her designee.

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## **ARTICLE XXI      Health Insurance**

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### **Section 1.**

The City shall provide at City's expense medical and hospitalization insurance for each member and the member's spouse and eligible dependents.

### **Section 2.**

City will pay eighty percent (80%) of each employee's health insurance cost each week. The employee's contribution will not be more than twenty percent (20%) of the cost of health insurance per employee per week. Each employee will pay the following amount per week for health insurance:

- (A) One Hundred One and 42/100 Dollars (\$101.42) per week in 2024.
- (B) One Hundred Six and 48/100 Dollars (\$106.48) per week in 2025.
- (C) An amount not to exceed One Hundred Twelve and 86/100 Dollars (\$112.86) per week in 2026.

### **Section 3.**

City agrees to contract with Central States, Southeast and Southwest Areas Health and Welfare Fund to purchase Central States' C6 Benefit Plan if Central States offers the Plan to the City at the following rates:

- (A) Five Hundred Seven and 08/100 Dollars (\$507.08) per week (including the employee's contribution) for each employee effective December 31, 2023.
- (B) Five Hundred Thirty-two and 40/100 Dollars (\$532.40) per week (including the employee's contribution) for each employee effective December 29, 2024.
- (C) An amount not to exceed Five Hundred Sixty-four and 30/100 Dollars (\$564.30) per week (including the employee's contribution) for each employee effective January 4, 2026.

City's obligation to provide Central States, Southeast and Southwest Areas Health and Welfare Fund C6 Benefit Plan is subject to Central States continuing to offer coverage to the City's other employees at the same rate that Central States offers the Plan to the City's Lodge employees.

### **Section 4.**

- (A) If City provides Central States C6 Plan, City fulfills its obligations for health insurance regardless if there are changes made in the C6 Plan by Central States, provided the changes do not substantially alter the current Central States C6 Plan benefit structure, including but not necessarily limited to, deductibles, out of pocket expenses and prescription drug coverage.
- (B) If there is a substantial change in the benefit structure of the current Central States C6 Plan, City and an insurance committee which includes FOP Labor Council representatives and representatives from the other City unions will discuss the modification and whether the City should look elsewhere for health insurance coverage. After such discussions, the FOP Labor Council can agree to accept the changes in Central States C6 Plan or accept the City's proposal for alternate health insurance



coverage. If no agreement is reached, the FOP Labor Council and the City agree to re-open the contract for negotiation of health insurance coverage and costs only.

- (C) If the per employee per week costs of providing Central States C6 Plan coverage exceeds the maximum established by this agreement in Section 3 of Article XXI, City agrees to discuss alternate health insurance coverage options with an insurance committee which includes FOP Labor Council representatives and representatives from the other City unions prior to making any change in health insurance coverage. Failure of the insurance committee to agree to changes in health insurance coverage does not re-open the health insurance coverage issue for negotiation during the term of the contract provided the substituted health insurance coverage meets the minimum requirements of Central States' C6 Plan.

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## **ARTICLE XXII      Duty Related Illness or Injuries**

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### **Section 1.**

City shall pay for the care of a police officer who suffers an injury while performing his/her duty or contracts an illness caused by the performance of his/her duty. This care includes medical and surgical care; medicines and laboratory, curative and palliative agents and means; x-ray, diagnostic, and therapeutic service, including during the recovery period; and hospital and special nursing care if the physician or surgeon in charge considers it necessary for proper recovery. This provision is intended to meet the City's obligation established by Indiana Code 36-8-4-5. If the City's obligations under this state statute are modified the City's obligations under this subsection are modified accordingly.

### **Section 2.**

Any and all expenditures required herein shall be paid from the General Fund of the City. The employee agrees to submit any claim to the City medical insurance plan.

### **Section 3.**

Any employee so afflicted with an illness or injury shall not be required to use sick leave while absent from work.

### **Section 4.**

When a police officer is unable to perform the essential functions of the officer's duties considering reasonable accommodations due to an illness or injury arising out of or in the course of the officer's employment by the City and such injury is not of the nature, degree and/or duration necessary to qualify the officer for the benefits under the applicable police pension and disability fund, the City will pay the police officer's pay and benefits for a period not to exceed an aggregate of fifty-two (52) weeks for any injury or illness.

### **Section 5.**

If a police officer is unable to perform the essential functions of the officer's duties considering reasonable accommodations due to an illness or injury arising out of the officer's employment with the City and such injury is of a nature, degree and duration necessary to qualify the officer for benefits under the applicable police pension or disability fund, the City will pay the officer his/her pay and benefits until benefits from the applicable fund are received by the officer. In no event shall the City's obligation for full pay and benefits be less than an aggregate of twenty-six (26) weeks for each injury or illness nor more than an aggregate of fifty-two (52) weeks for each injury or illness.

### **Section 6.**

If City believes that a police officer has suffered a duty related injury or illness of the degree, nature and duration necessary to qualify the officer for the benefits under the applicable police pension or disability fund, the City, through the Goshen Board of Public Works and Safety, may request that the local Police Pension Board conduct a hearing to determine whether the officer has a covered impairment under the applicable police pension or disability fund.

**Section 7.**

For the purposes of this Section, a covered injury or illness is an injury or illness which permanently or temporarily makes an officer unable to perform the essential functions of the officer's duties considering reasonable accommodations.

This provision is intended to be identical to Indiana Code 36-8-8-12.3 definition of a covered impairment. If the Indiana Code's definition of covered impairment is modified, this contract definition shall be modified accordingly.

**Section 8.**

City is entitled to be reimbursed for amounts paid under this Section if the police officer collects amounts for lost wages or for care of a police officer from any collateral source which shall include insurance or third party against whom the police officer has a cause of action for the injury or illness. To the extent that payment for such care or lost wages is from a disability insurance policy paid for by the officer, the City shall have no right to reimbursement.

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**ARTICLE XXIII      Department Strength**

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- (A) It is agreed that a minimum number of sworn police officers shall be on duty for each shift, said minimum to be set semi-annually by the department administrators. When, in the event of sickness, vacation leave, schooling, or any reason whatsoever, the workforce is reduced below the minimum shift strength, the watch supervisor shall secure off duty police officers to maintain the required strength.
- (B) A Special Police Officer may be assigned duties to function as a Patrol Officer on the road by a watch supervisor with the consent of the Special Police Officer's supervisor; provided that such an assignment shall not count towards minimum shift strength unless the watch supervisor has made a reasonable effort to secure a sufficient number of off duty police officers for the shift but has been unable to do so.
- (C) The Chief of Police or his designee (s) can, at the Chief's discretion, draft a proposal for hiring a certain number of part time officers and/or civilians on a permanent basis. The proposal, once complete, will be submitted to the Police Department employees for their review. After providing ample time for review, revisions and/or questions, Police Department employees can be requested to vote on the proposal. The voting process shall follow the pre-established procedures for FOP related business. If approved by the Police Department employees, the proposal will become permanent, and this Article XXIII shall be amended accordingly by the parties.

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## **ARTICLE XXIV      Seniority, Lay Off and Recall**

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Except when in conflict with state statute, the following Sections shall apply in regards to seniority, lay offs, and recalls.

### **Section 1.**

For the purpose of this contract, seniority for a sworn employee shall be defined as the status attained by continuous length of service as a sworn employee in matters regarding sworn employees.

### **Section 2.**

An employee shall lose their seniority if he/she resigns or quits, is discharged, or retires. An employee who has been on lay off status for a period of time equal to his/her seniority at the time of lay off or two (2) years, whichever is the lesser, shall cease to accumulate additional seniority until recalled.

### **Section 3.**

A "lay off" is defined to be a necessary reduction in the workforce of the Police Department. Lay offs shall be made in the reverse order of seniority, that is the employee with the least seniority shall be laid off first and the employee with the most seniority shall be laid off last.

### **Section 4.**

A "recall" shall be an increase in the workforce of the Police Department following a lay off. Recall shall be made by seniority with the employee with the most seniority being the first individual to be recalled and the employee with the least seniority being the last individual to be recalled. No new police officer will be hired until all laid off police officers have been offered an opportunity to return. All promotions during a period of lay off are temporary until the full complement prior to the lay off is reached, at which time the pre-lay off rank structure shall be reinstated.

### **Section 5.**

Any employee laid off shall be given at least thirty (30) days' notice prior to said lay off. No police officer's position or current work-related responsibilities shall be replaced by civilian or volunteer help until the complement of police officers is returned to the level prior to the lay off.

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**ARTICLE XXV****Indemnification**

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**Section 1.**

- (A) The City shall indemnify and hold harmless each employee from all claims, suits, costs and judgements because of the reasonable acts or omissions of the employee arising out of or in the course of the performance of the duties of such employee; provided, however, that if an employer other than the City provides indemnification for the actions of the employee, the City shall not provide indemnification. Indemnity shall not be provided in the event the employee willfully violates any legal order of a superior officer or the rules and regulations of the Police Department, ordinances of the City of Goshen, laws of the State of Indiana, or laws of the United States of America.
- (B) Should any criminal action be instituted against any employee for any action arising out of or in the course of the performance of the duties of such employee, and should such proceedings be dismissed or result in a final disposition in favor of such employee, the City shall reimburse such employee for the cost of defending such proceeding, including reasonable counsel fees and expenses of the original hearing or trial of all appeals.
- (C) Should any proceeding described in paragraph (B) of this Section be dismissed due to a plea bargain or other agreement with the employee which avoids criminal sanctions, the City shall not be responsible for fees and expenses incurred.

**Section 2.**

The City shall take such actions as it deems appropriate to forestall the execution of judgment against an employee personally, and if notwithstanding such efforts by the City execution is levied, the City shall indemnify and hold harmless the employee for any judgment covered under Section 1 of this Article.

**Section 3.**

- (A) The City shall provide legal counsel of the City's choosing to any employee against whom legal action has commenced as a result of the acts or omissions of the employee as set forth in Section 1 of this Article.
- (B) An employee shall have the option to retain his/her own attorney at his/her own expense to represent his/her interests in litigation without diminishing the responsibilities of the City under this Article.

**Section 4.**

As a condition precedent to the right of indemnification under this Article, any employee desiring indemnification shall:

- (A) Tender in writing to the City's attorney a notice of the City's obligation to appear and defend any litigation as may result in a judgment covered by the Article and grant to the City the right to make such investigation, negotiation and settlement of any claim that the City deems appropriate.
- (B) Give written notice containing the particulars sufficient to identify the employee involved and information as to the time, place, and circumstances thereof to the City's attorney as soon as reasonably practical following a covered occurrence.

- (C) Forward immediately any or all suit papers, demands, notices, summons, complaints or other process received by such employee to the City's attorney.
- (D) Cooperate with the City in the conduct or settlement of any legal proceedings and additionally grant the City the right to free access and use of all hospital, medical, and doctor's records and reports as to any employee's physical or mental condition in the conduct or settlement of any legal proceedings.



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## **ARTICLE XXVI      Grievance Procedure and Binding Arbitration**

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### **Section 1.**

A "grievance" is defined to mean any difference that may arise between the parties or between the City and a Police Department employee covered by this agreement as to any matter involving interpretation, meaning, application, or violation of any of the provisions of this contract. A "grievant" is defined as any employee covered by this contract, group of employees, or the Lodge.

- (A) It shall first be the responsibility of the grievant to reduce the grievance into writing within sixty (60) days after it arises and present it to the Chief.
- (B) If the grievance is not resolved after a period of seven (7) days after being presented to the Chief, the written grievance shall be presented to the City's Board of Public Works and Safety.
- (C) If the matter is not resolved by the Board of Public Works and Safety within fourteen (14) days to the satisfaction of the grievant, the matter may be submitted to arbitration in accordance with the terms and conditions set forth below.

### **Section 2.**

The grievant may send written notice of a demand for arbitration to the City. If within ten (10) days after the notice of the demand for arbitration the parties are unable to agree upon an arbitrator, then the grievant may request the Goshen Bar Association President to submit a panel of three (3) practicing attorneys. Upon submission of the panel, the City shall strike one (1) name within two (2) business days at which time the grievant shall strike one (1) of the remaining two (2) names within two (2) business days, and the name then remaining shall be the arbitrator. The impartial arbitrator shall hold hearings upon the issues, make such investigations as shall be deemed necessary to a proper decision, and render such decision in writing. A decision of the arbitrator shall be final and binding upon the parties. The arbitrator is authorized to conduct a hearing in an informal manner and without recourse to the technical, common-law rules of evidence required in judicial proceedings. Every person who is a party to such proceeding shall have the right to submit evidence in open hearing and shall have the right of cross-examination. Hearings may be held at any place in the county agreed to by the parties, or in the absence of agreement, as determined by the arbitrator.

### **Section 3.**

The arbitrator's fees and necessary expenses of arbitration shall be borne by the losing party. However, it is agreed that such fees and expenses shall not include the attorney fees of either party.

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## **ARTICLE XXVII      Bill of Rights**

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All police officers within the bargaining unit shall be entitled to the protection of what shall hereafter be termed as the "Police Officers' Bill of Rights." The wide-ranging powers and duties given to police officers on or off duty involve them in all manner of contacts and relationships with the public. Of these contacts come many questions concerning the actions of police officers. These questions often require investigation by superior officers. In an effort to ensure these investigations are conducted in a manner which is conducive to good order and discipline, the following rules are promulgated:

### **Section 1.      Internal Affairs Investigations**

The procedures contained in this Section apply only to Police Department internal affairs investigations.

(A)    Advance Notice to Officer. Prior to being interviewed regarding an internal affairs investigation for any reason which could lead to disciplinary action, an officer shall be:

- (1)    Informed in writing of the nature of the investigation and whether the officer is a witness or a suspect, if and when known;
- (2)    Informed of other information necessary to reasonably apprise him/her of the nature of the allegations of the complaint, including the date, time, and location of the occurrence;
- (3)    Afforded an opportunity and facilities to contact and consult privately with an attorney of his/her choosing and/or representative of the Lodge;
- (4)    Whenever a delay in conducting the interview will not jeopardize the successful accomplishment of the investigation or when criminal culpability is not an issue, advance notice shall be given to the officer not less than twenty-four (24) hours before the initial interview commences or written reports are required from the officer.

(B)    Interview Safeguards. Any interview of an officer shall be when the officer is on duty unless the seriousness of the complaint dictates otherwise.

- (1)    If prior to or at any time during the interview of a police officer it is determined that he/she may be charged with a criminal offense, he/she shall be immediately informed of his/her constitutional rights and the interview shall be terminated unless the officer chooses to waive his/her constitutional rights of self-incrimination.
- (2)    Interviews shall take place at the department police station facility, or elsewhere if mutually agreed, unless the emergency of the situation necessitates otherwise.
- (3)    An attorney or representative chosen by the officer must be, depending on the seriousness of the criminal matter under investigation and the need for immediate action, available within a reasonable period of time, and if any interview session is delayed more than twenty-four (24) hours because of the unavailability of the attorney or representative chosen by the officer, the officer may be subjected to disciplinary action up to and including suspended from duty without pay until the interview occurs. However, no matter how extreme an emergency exists, no interview shall take place until the officer shall be given a minimum of three (3) hours to obtain the services of a representative and/or attorney.



- (4) The officer being interviewed shall be informed of the name, rank, and command of the officer in charge of the investigation and the interviewing officer.
  - (5) Interviews shall be done under circumstances free of intimidation or coercion and shall not otherwise violate the officer's constitutional rights. The officer shall not be subjected to offensive or abusive language. No promise or reward shall be made as an inducement to answer questions unless the promise or reward is reduced to writing.
  - (6) Interviews shall not be overly long. The officer shall be entitled to reasonable intermissions as he/she shall request for personal necessities, telephone calls, and rest periods, with one (1) ten (10) minute intermission every hour if he/she requests.
  - (7) All interviews shall be limited in scope to activities, circumstances, events, conduct, or acts which pertain to the subject of investigation.
  - (8) Investigations shall be concluded without delay.
- (C) Investigation Results.
- (1) The officer will be furnished with a copy of the summary report of the internal investigation which will contain all material facts of the matter.
  - (2) The officer will be furnished with the names of all witnesses and complainants who will appear against him/her and/or whose statements will be used against him/her.
- (D) When Disciplinary Action Results.
- (1) When the investigation results in a determination of a sustained complaint and disciplinary action, only the findings and the disciplinary order will be placed in the officer's personnel file unless the officer requests inclusion of the complete record.
  - (2) No dismissal, demotion, or other punitive measures shall be taken against an officer unless he/she is notified of the action and a reason for such action prior to the effective date of such action.
- (E) Notice to Department Members. Within twenty-four (24) hours or as soon as reasonably feasible of an officer being advised of an internal investigation, an email shall be sent to the Police Department members advising an internal investigation is underway and the officer being investigated. When the internal investigation is concluded and the officer has been notified, a second email shall be sent within twenty-four (24) hours or as soon as reasonably feasible to the Police Department members advising of the results of the investigation. This information will not exceed the information provided to the media or public under a public records request.

## **Section 2. Personal Privileges**

- (A) No officer shall be required for purposes of assignment or other personnel action to disclose any item of his/her property, income assets, source of income, or personal or domestic expenditures, including those of any member of his/her family, unless such information is obtained pursuant to proper legal process or tends to indicate a conflict of interest with respect to the performance of his/her official duties.

- (B) No officer shall have his/her residence, private place of business, if any, private vehicle or locker space assigned to him/her by the Police Department searched unless a valid search warrant is obtained or he/she voluntarily agrees to such search.
- (C) No member of the immediate family of the officer shall be required to give a statement to the investigator or be interviewed by the investigator unless the immediate family member is first notified that a formal investigation is being conducted.

**Section 3. Lodge Representation**

- (A) Any employee questioned by any superior with respect to any matter which might involve disciplinary action shall have the right to have a representative of the Lodge present during such questioning.
- (B) The representative is only there as a witness and in a nonparticipating capacity. In the event such questioning is being recorded by either party, the other party shall be informed prior to any such recording and shall be furnished with a copy of the recording and given the opportunity to make a transcription of the recording.

**Section 4. Political Activities**

Except when on duty or in uniform, no officer shall be prohibited from engaging in political activities.

**Section 5. Polygraph Examinations**

Any police officer under investigation shall not be required to take a polygraph examination or certified voice stress analyzer against his/her will.

**Section 6. Blood, Breath, and Urine Tests**

Blood, breath, and urine tests for controlled substances are mandatory for any member of the department who is suspected of being under the influence of alcohol or any drug while on duty; provided, however, that the officer shall not be required to submit to any such tests in regards to any occurrence at a time when he/she, while off duty, was compelled to take immediate police action in response to an emergency situation except in the event of a property damage accident or personal injury accident.

**Section 7. Maintenance of Records**

- (A) Complaints investigated by the department shall be maintained as required by Indiana Code § 36-8-2-2.
- (B) A police officer shall have the opportunity, at a reasonable time during office hours, to review his/her active personnel file and any closed investigative file in which he/she was the accused. In the event there is any comment adverse to his/her interests in his/her personnel file, the officer shall have the right to file a written response thereto, which written response shall be attached to said adverse comments, and additionally, he/she shall have the right to file a grievance in regard to any such matter which is of such gravity that it could affect his/her promotional opportunities, which grievance shall then be processed in accordance with the grievance procedures.

- (C) Any officer who is reprimanded in any way, either orally, in writing, by suspension, deprivation of overtime or any other benefits, or disciplinary action in any way, shall have the right of appeal as provided by law.

**Section 8.      Discipline Up to Forty (40) Working Hours**

- (A) The Chief of Police shall have the authority to issue oral and written reprimands, as well as suspensions, up to and including forty (40) working hours, of police officers without reporting such action to the City of Goshen Board of Public Works and Safety, unless the police officer receiving the disciplinary action (other than an oral reprimand) within seventy-two (72) hours after receiving notice of the written reprimand or suspension, requests that the Board review the Chief of Police's disciplinary action. There is no right to request a review of an oral reprimand.
- (B) If a request for review is timely filed with the Board by the police officer, the Chief of Police shall provide the Board with the disciplinary action taken by the Chief of Police and the reasons for such action. The Board shall review the action taken by the Chief of Police. The Board may elect to hold a hearing on the police officer's review request. If the Board elects to hold a hearing, the Board shall issue written notice of the hearing to the police officer in person or by a copy left at the police officer's last and usual place of residence at least fourteen (14) days before the date set for the hearing.



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## **ARTICLE XXVIII    Work Assignment Transfers**

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### **Section 1.**

Work assignment transfers or watch changes will be allowed at the start of the first pay period after January 1st and the first pay period after July 1st of each year. The transfers will be made on the basis of seniority for officers other than command officers (Sergeants and above).

### **Section 2.**

The following provisions shall be the policy pertaining to work assignment transfers:

- (A) When a transfer is made at the start of the calendar year, the officer involved will be allowed the opportunity to exercise the right of seniority for selecting regular days off.
- (B) When a transfer is made in the middle of the year, the officers involved will not be allowed the opportunity to exercise the right of seniority in regards to the selection of regular days off.
  - (1) Officers who voluntarily transfer, accept a promotion, or accept a lateral transfer to another shift and have any form of leave approved, shall be able to transfer the approved leave to the other shift providing it does not create a manpower shortage. Should the leave create a manpower shortage, the leave will be considered unapproved with the following exceptions:
    - (a) The administration may still approve the leave if the officer can verify they would suffer a substantial financial loss because of un-refundable expenses, or it would result in the officer's absence from a significant pre-planned event.
  - (2) Officers whose transfer to another shift was involuntary as a result of being bumped by higher seniority officers, and who have any form of leave approved, shall be able to transfer the approved leave to the other shift regardless of any manpower shortage the leave may cause. This also applies to officers whose transfer to another shift was affected by any other officer's promotion, lateral transfer, disciplinary action or demotion.
  - (3) Officers whose involuntary transfer:
    - (a) to the Patrol Division or Detective Division, or
    - (b) from a specialty unit (Drug Unit, Training Officer, or School Resource Officer),as a result of being administratively removed from an appointed position, and who have any form of leave approved, shall be able to transfer the approved leave to the new shift regardless of any manpower shortage the leave may cause.
- (C) The only exceptions to allowing transfers other than at the above prescribed times will be:
  - (1) If the affected officers work out a mutually acceptable agreement to make the transfer, contingent upon the agreement of these officers' respective Captains and upon the endorsement of the department administration.

- (2) In the event of any disciplinary action; or
- (3) In the process of promotional changes.



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## **ARTICLE XXIX      Safety Committee and Safety Equipment**

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### **Section 1.**

A joint safety program shall be adopted and enforced by a joint safety committee comprised of an equal number of representatives from the Lodge and the City.

### **Section 2.**

- (A) The City shall make reasonable provisions for the safety and health of police officers during the hours of their employment. It shall maintain its equipment in safe operating condition. The City shall furnish such protective devices and/or equipment as necessary to properly safeguard the health and safety of police officers and protect them from injury.
- (B) In the event a police officer believes that an assigned vehicle is unsafe for use during a tour of duty, it shall be returned to the station. If the officer in charge agrees with the police officer, the vehicle shall be redlined and a condition slip made out on the vehicle. The vehicle will remain out of service until the proper repairs are made. No police officer shall be required to operate an unsafe vehicle.
- (C) All patrol vehicles, marked and unmarked, used in the line of duty will be equipped with either a department long gun or the police officer's personal long gun that has been approved by the Police Department. A long gun case and/or gun rack will be supplied for the patrol vehicle, marked and unmarked, if requested by the police officer. The long gun will be located inside the vehicle (includes trunk) with easy access to the police officer.
- (D) All Police Department vehicles used in the line of duty shall be equipped with a minimum of air conditioning, AM/FM radio, heater, power windows, and power door locks. In addition, all vehicles used in the line of duty shall be equipped with emergency flashing lights, red and blue in color visible to the front and to the rear of the vehicle. All vehicles used in the line of duty shall be equipped with an audible siren with the same wattage as a marked patrol car has. All marked vehicles and detective cars shall be equipped with a lower lumbar device in the driver's seat for those employees who request such a device (factory installed inflatable type) to help alleviate lower back problems, subject to a policy agreed to by the FOP Lodge 52 and the City of Goshen Board of Public Works and Safety. This policy is for the purpose of determining whether a retrofit of a police vehicle will cause any problems with the auto insurance policy for those vehicles. The request for a lower lumbar device must be accompanied by a letter from the employee's family medical doctor, family chiropractic doctor, or any medical doctor who specializes in such medical problems. The City and/or the Chief of Police may request, at the expense of the City, that the employee requesting such a device be sent to a doctor of the City's choice to confirm such a device would be beneficial to the employee.

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**ARTICLE XXX      Pay Days**

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**Section 1.**

All employees shall receive their pay biweekly, every other Friday. The only exception thereto shall be on the last pay day in December when, at the pleasure of the Clerk-Treasurer, said pay may be moved to facilitate year end bookkeeping procedures as that official deems necessary, provided, however, that said pay shall not be altered more than ten (10) calendar days from the regularly scheduled pay day.

**Section 2.**

All other pay shall be disbursed by the City as follows:

- (A) Court time and overtime pay shall be included in each biweekly check.
- (B) Technical skills pay shall be in addition to and a portion of each biweekly check on a pro rata basis.
- (C) Shift differential pay shall be in addition to and a portion of each biweekly check on a pro rata basis.
- (D) Clothing allowance pay shall be paid in equal amounts, semiannually on the first pay day in April and the first pay day in October of each year.
- (E) A payment in lieu of holiday pay shall be paid annually on the first pay day in November of each year.
- (F) Longevity increase shall be in addition to and a portion of each biweekly check on a pro rata basis.

**Section 3.**

Any error made in an employee's pay shall be corrected no later than the next pay day from the time the error is discovered.

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**ARTICLE XXXI      Personnel Service Records**

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**Section 1.**

Except as required by Indiana Code § 36-8-2-2, no person other than the City's Mayor, members of the Board of Public Works and Safety, City Attorney, Chief of Police, Assistant Chief, Division Chiefs, Investigations and Community Relations Special Officer, shift Captains, or the highest-ranking officer of the employee's watch, section, division or unit shall read, view or copy an employee's personnel file, provided, however, this prohibition shall not be applicable to instances involving a disciplinary matter with respect to such employee.

**Section 2.**

Each employee shall be allowed access in order to inspect his/her personnel service record upon request, said request being addressed to the Chief of Police, and any such inspection shall be made during the Police Department's usual business hours and business week. An employee shall be given a copy of all additions to his/her personnel service record.

**Section 3.**

Shift Captains may keep temporary personnel files on their subordinate employees for evaluation purposes or corrective measures and may pass said temporary personnel files to an employee's new shift Captain if said employee bumps shifts.

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**ARTICLE XXXII     Strike Prohibition**

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**Section 1.**

It is agreed that in the protection of the public health, safety and welfare of the citizens of Goshen, Indiana, the police thereof should not and will not be afforded the right to strike.

**Section 2.**

A strike by personnel of the Goshen Police Department shall constitute a violation of this contract and shall subject those individuals participating in such a strike action to possible discharge from the department and the possibility of civil charges relating to such action and violation being brought against them by the City.

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**ARTICLE XXXIII    Successor Municipality**

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If the City succeeds to another form of municipal government, or chooses to merge with one or more municipal governments for the providing of police service, or contracts with another municipality to provide police service, the transfer, merger or consolidation which is made shall provide that the successor government or authority shall assume all of the terms and conditions herein for the life of this contract.

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**ARTICLE XXXIV    Savings Clause**

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If any provision of this agreement or application thereto to any person or circumstance is held unconstitutional or otherwise invalid, the remaining provisions of the agreement and the application of such provisions to other persons or circumstances, other than those to which it is held invalid, shall not be affected thereby.

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**ARTICLE XXXV      General Matters**

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**Section 1.      Right to Record Meetings**

The Lodge or the City shall have the right to tape record any meeting held between the City and the Lodge referencing wages and grievances.

**Section 2.      Keeping of a Police Officer's Gun**

Upon retiring with a minimum of twenty (20) years seniority, a police officer shall retain his/her service weapon which had been issued to him/her by the City.

**Section 3.      Lodge Representation**

All employees may be offered a choice to be a member of the Fraternal Order of Police or remit an amount equal to the dues of the Lodge as a contribution for representation in the negotiation of this contract.

This Section does not obligate the City to make any deduction except as provided by Article V.



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## **ARTICLE XXXVI    Shift Differential Pay**

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### **Section 1.**

In recognition of the officers who work the afternoon and night watches, the following will become just compensation.

### **Section 2.**

Those watches affected will be defined as the afternoon watch and the night watch, and the officers regularly assigned there.

- (A)    The officers working the afternoon watch will receive an annual compensation based on a yearly total of Three Hundred Fifty Dollars (\$350.00).
- (B)    The officers working the night watch will receive an annual compensation based on a yearly total of Five Hundred Dollars (\$500.00).
- (C)    Nothing in this Article shall be construed to indicate compensation is due for occasional work during these hours.

### **Section 3.**

The pay shall be included in his/her biweekly pay, changing when his/her watch assignment changes.

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## **ARTICLE XXXVII Wellness Program**

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### **Section 1.**

The City of Goshen shall fund a program for all personnel under the contract for Two Hundred Dollars (\$200.00) per person. This shall be given to each employee upon presentation of a claim for expenses from any of the recognized list of options from Section 2.

### **Section 2.**

The City will pay claims for expenses up to the limits specified in Section 1 from the following:

- (A) Billing from valid physical fitness program.
- (B) Complete physical from a doctor, urgent care center, or hospital.
- (C) Expenses for dental and/or optical insurance.
- (D) Billing for dental and/or optical insurance.
- (E) Weight loss and nutrition counseling, smoking cessation, and stress management.
- (F) Consultation and therapy for the employee; employee and spouse; employee and dependents; employee, spouse and dependents; or if in the context of joint counseling involving the employee, individual sessions for spouse or dependents.
- (G) Physical fitness equipment. (i.e., bar bells, bike machines, etc.)

### **Section 3.**

The payment will be paid at the first pay period following the approval of the claim. The employee must submit all claims by November 30<sup>th</sup> of each year. All claims must be for the member only, except in the case of joint counseling. Minimum claim must be Twenty-five Dollars (\$25.00) or more, except at the end of the year (November 30<sup>th</sup> of any calendar year) where it can be the balance of any qualified claims up to the employee's limit.

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## **ARTICLE XXXVIII Secondary Employment**

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### **Section 1.**

Any requests to the City of Goshen or the Goshen Police Department for police services as a secondary employment, which requires an officer to be in a police capacity, must first be referred to a FOP designate, unless a specific officer is needed, then that officer is solely responsible for that service. All such police related secondary employment must be approved by the administrative personnel of the Goshen Police Department before it can be accepted. If no specific officer is requested by the organization or business, or if he/she does not want it, the detail shall be referred to the FOP designate for dissemination.

- (A) The FOP designate shall post the secondary employment request on the bulletin board area designated for FOP business.
- (B) The requests shall be posted on a rotating basis with each request, e.g.: first request, 11:00 p.m.; second request, 7:00 a.m.; and third request, 3:00 p.m., etc.
- (C) The request will be open to sworn officers only for a period of three (3) full days. Reserve officers and Special Police Officers may sign up after that time.
- (D) A Special Police Officer who is assigned as a School Resource Officer is exempt from the above requirements for any secondary employment that is related to their School Resource Officer functions at any Goshen Community School and may be immediately eligible for/chosen first for such secondary employment.
- (E) Suggested Rate of Pay.
  - (1) The suggested rate of pay for secondary employment related to police services shall be at least Forty Dollars (\$40.00) per hour. The suggested rate of pay is considered to be a minimum and a greater rate of pay may be negotiated dependent upon the availability of officers.
  - (2) Secondary employment that is preexisting and is below the suggested rate of pay shall be honored and will continue at the rate of pay agreed upon. In the event that the preexisting secondary employment is terminated for a period of six (6) months, the rate of pay will then be at the suggested rate of pay of Twenty-five Dollars (\$25.00) per hour.
    - (a) Exceptions to the above subsection include the Elkhart County Fair.
- (F) Exception to the Above Sections.
  - (1) The posting requirement (paragraphs (B) and (C)) may be waived when there is insufficient manpower available to fill the request and the employment request is made within the three (3) day waiting period.
  - (2) The Goshen Police Reserves shall be exempt from this Article for the preexisting employment of Goshen High School functions.

- (3) For the posting of manpower requests for traffic control at the annual Elkhart County Fair, Goshen Police Reserves shall be treated equally with full-time sworn officers and be allowed to sign up at the same time.

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**ARTICLE XXXIX    Cafeteria Plan**

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An optional cafeteria plan will be offered by the City and administered at the City's expense. Each employee would be able to designate annually what portion of his/her income, if any, would be placed in the cafeteria plan subject only to the limitations and restrictions imposed by the plan and federal statutes. City will not contribute to the amount placed in the employee's cafeteria plan.

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**ARTICLE XL****Tuition Reimbursement**

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**Section 1.**

All full-time sworn police officers may receive tuition reimbursement for successful completion of college undergraduate or graduate courses, subject to prior approval as described in Section 2, taken at an accredited college or university in the calendar year in which the grade for the course was earned.

**Section 2.**

Before City will consider reimbursement, the officer must have the Police Chief approve the course selection in writing. The Chief is to approve any course which will likely benefit the City of Goshen, or in the case of an officer pursuing an undergraduate degree, the Chief shall approve any course that will further the officer's degree requirements in a field that will benefit the City of Goshen. If for any reason the course is not approved, the officer may appeal the Chief's decision to a three (3) member board consisting of an appointee of the Union, the Mayor and the City's Human Resources Manager.

**Section 3.**

The City will not reimburse tuition for any hours taken in a calendar year exceeding six (6) hours.

**Section 4.**

The amount of tuition that the City will reimburse per credit hour will be limited to the cost of a credit hour at Indiana University at Bloomington.

**Section 5.**

Successful completion shall require a grade of C or higher.

**Section 6.**

In order to be eligible to claim reimbursement for a graduate level course, the officer must have an undergraduate degree or a statement from the school that the course will count toward the undergraduate course requirement.

**Section 7.**

Should an officer leave the Goshen City Police Department before the fifth anniversary date of earning the grade in a course for which the officer received tuition reimbursement, the officer will repay the City in accordance with the following schedule:

- (A) Before the first anniversary date, one hundred percent (100%) of the tuition paid by the City.
- (B) Before the second anniversary date, eighty percent (80%) of the tuition paid by the City.
- (C) Before the third anniversary date, sixty percent (60%) of the tuition paid by the City.
- (D) Before the fourth anniversary date, forty percent (40%) of the tuition paid by the City.
- (E) Before the fifth anniversary date, twenty percent (20%) of the tuition paid by the City.



- (F) Any officer who leaves the employ of the Goshen City Police Department due to death or disability which makes continued employment impossible will not repay the City for any tuition reimbursement.

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**ARTICLE XLI****Health Management Program**

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The Union and Lodge representatives agree to strongly encourage all employees and their spouses to participate in any health care education program offered by the City, without cost to the employee, designed to reduce health care costs.

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**ARTICLE XLII      Hiring Bonus**

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- (A) City may enter into an agreement with a new employee for the payment of a hiring bonus at the time City extends an offer of employment. The agreement shall be presented to the Board of Public Works and Safety for approval.
- (B) To be eligible for this hiring bonus, the new employee must meet the following prerequisites before beginning employment as a police officer with the Goshen Police Department:
  - (1) The police officer must have successfully completed the minimum Tier I basic training requirements established by the Indiana Law Enforcement Training Board;
  - (2) The police officer must have an active certification with the Indiana Law Enforcement Training Board;
  - (3) The police officer must have separated from another Indiana law enforcement agency as an active reserve officer or paid police officer within twenty-four (24) months of accepting the employment offer with the City of Goshen;
  - (4) The police officer must have served the other Indiana law enforcement agency as an active reserve officer or paid police officer a minimum of one (1) year; and
  - (5) The police officer must be a first-time employee of the Goshen Police Department as a police officer.
- (C) The amount of the hiring bonus and when it will be paid will be determined by the Board of Public Works and Safety.
- (D) Upon commencement of employment, a police officer meeting the eligibility prerequisites under paragraph (B) will receive a base wage equal to the base wage paid to a patrol officer.
- (E) Upon commencement of appointment, a police officer meeting the eligibility prerequisites under paragraph (B) will receive forty-five (45) hours of paid sick leave.
- (F) The appointment of a police officer is probationary for a period not to exceed one (1) year. The Police Chief may recommend to the Board that the police officer receive permanent appointment at any time within the probationary period.
- (G) In the event the police officer voluntarily leaves City employment or is terminated for cause prior to the police officer's second employment anniversary date, the police officer shall repay City any hiring bonus paid prior to the last day of employment. No repayment will be due City if the police officer leaves City employment due to disability or illness which make it impractical to continue to serve as a police officer in the foreseeable future, or death.
- (H) The police officer shall forfeit any future hiring bonus payments under paragraphs (C) if:
  - (1) Any disciplinary action in excess of a written warning is taken against the police officer at any time during the first five years of employment; and

- (2) The police officer receives performance evaluations with a score of less than thirty-two (32) after the police officer's first year of employment.

## SIGNATURE PAGE

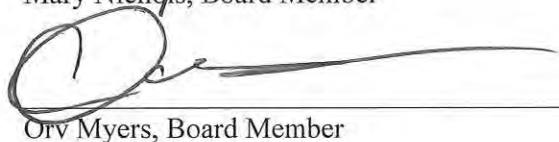
The Lodge and the City, by and through their duly authorized officers and representatives and intending to be legally bound now sign this agreement on October 18, 2023.

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

  
Gina M. Leichty, Mayor

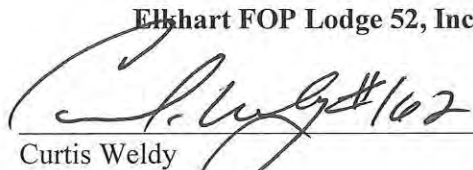
  
Michael A. Landis, Board Member

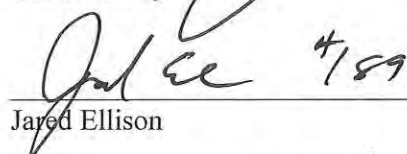
  
Mary Nichols, Board Member

  
Orv Myers, Board Member

  
Barb Swartley, Board Member

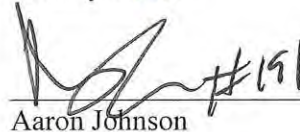
### Elkhart FOP Lodge 52, Inc.

  
Curtis Weldy

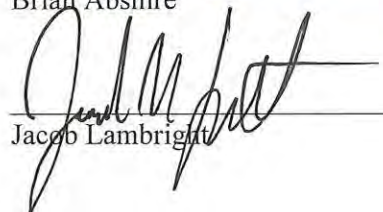
  
Jared Ellison

  
Sammy Johnson

  
Tommy Steele

  
Aaron Johnson

  
Brian Abshire

  
Jacob Lambright

## EXHIBIT A – Base Salaries

SWORN POLICE OFFICERS			
Position	2024*	2025*	2026*
Captain	\$77,557	\$79,884	\$82,281
Lieutenant	\$72,519	\$74,695	\$76,936
School Resource Officer**	\$72,519	\$74,695	\$76,936
Detective	\$72,519	\$74,695	\$76,936
Sergeant	\$70,471	\$72,585	\$74,763
Patrol Officer	\$68,045	\$70,086	\$72,189
Probationary Patrol Officer	\$60,386	\$62,198	\$64,064

\* In addition to the wages set forth, the City will pay the employer's contribution to the pension plan for sworn members as required by Indiana Code § 36-8-8-6, and the City will pay two percent (2%) of the employee's contribution to the pension plan to the extent the contribution is required by Indiana Code § 36-8-8-8.

\*\* A sworn police officer appointed to the School Resource Officer position shall receive Lieutenant pay as authorized above while assigned to the School Resource Officer position unless the officer is a Probationary Patrol Officer. If the officer is a Probationary Patrol Officer, the officer will receive pay as a Probationary Patrol Officer until the end of the officer's probationary period.



**Theresa Cummings, Community Development Specialist**  
**PLANNING & ZONING DEPT., CITY OF GOSHEN**  
204 East Jefferson Street, Suite 4 • Goshen, IN 46528-3405

Phone (574) 533-9370 • Fax (574) 533-8626 • TDD (574) 534-3185  
theresacummings@goshencity.com • www.goshenindiana.org

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

**FROM:** Theresa Cummings, Community Development Specialist

**DATE:** December 11, 2025

**RE:** Community Development Block Grant (CDBG) Assumption of Mortgage Request

---

A CDBG owner occupied rehabilitation project from program year 2014, which was part of Activity #226, secured a mortgage and promissory note for \$24,115.51 for home improvements. The homeowner passed away in 2019 at which time the mortgage should have been paid off according to the terms of the agreement for default. However, a Transfer on Death Deed recorded in 2017 transferred the property to a relative who subsequently transferred the property to the original borrower's heirs by Quit Claim Deed in 2024.

As stated in the CDBG mortgage, in the event of a default the City of Goshen may seek certain rights and remedies for payment of the loan. However, the City did not seek to enforce any remedies related to that transfer. Instead, an Assumption of Mortgage was prepared to formally update our records and cure the default. The new property owners agreed to the Assumption of Mortgage. Upon execution and recording, the loan will be treated as no longer in default, and there will be no change to the other terms of the mortgage – meaning they can continue to occupy the property as their primary residence and the balance of \$24,115.51 will be due upon a future sale or conveyance.

Under HUD regulations, the identity and addresses of beneficiaries receiving CDBG assistance is considered confidential. Therefore "general" information regarding this Assumption of Mortgage was given to protect their privacy. The Assumption of Mortgage has been reviewed by the City Legal Department. At execution Mayor Leichty will have full disclosure of the address and property owners before signing and approving. Let it be noted that once the Assumption of Mortgage is recorded at the Elkhart County Recorder's Office, it is considered a public document and information could be released if necessary, upon receipt of a public records request.

I am asking that the Board of Works approve the Assumption of Mortgage to be executed by Mayor Leichty and recorded.





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

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

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

**MEMORANDUM**

To: Board of Public Works and Safety  
From: Bodie J. Stegelmann  
Re: Resolution 2025-34  
Date: December 11, 2025

The City seeks to purchase certain real property located at 1711 Eisenhower Drive North for the purpose of future expansion of the City's Kercher Wellfield. Resolution 2025-34 would approve the purchase, along with a purchase agreement that provides for a purchase price of Two Hundred Fifty-Five Thousand Dollars (\$255,000.00), which is the average of two appraisal obtained.

**Suggested Motion:**

Move to adopt Resolution 2025-34 for the acquisition of real estate located at 1711 Eisenhower Drive North at a price of Two Hundred Fifty-Five Thousand Dollars (\$255,000.00).

**GOSHEN BOARD OF PUBLIC WORKS AND SAFETY  
RESOLUTION 2025-34**

**Acquisition of Real Estate at  
1711 Eisenhower Drive North**

WHEREAS the City of Goshen needs to acquire certain real estate more commonly known as 1711 Eisenhower Drive North, Goshen for the expansion of the Kercher Wellfield.

NOW, THEREFORE, BE IT RESOLVED by the Goshen Board of Public Works and Safety that the City of Goshen is interested in purchasing certain real estate commonly known as 1711 Eisenhower Drive North, Goshen, which is depicted on the map below.



BE IT FURTHER RESOLVED that the terms and conditions of the Agreement for the Sale and Purchase of Real Estate attached to and made a part of this resolution are approved, along with any non-substantive revisions approved by the City of Goshen Legal Department. Mayor Gina M. Leichty is authorized to execute the agreement, as well as any other documents on behalf of the Goshen Board of Public Works and Safety and the City of Goshen that are necessary to effectuate the City's acquisition of the real estate.

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

---

Gina M. Leichty, Mayor

---

Mary Nichols, Member

---

Orv Myers, Member

---

Michael A. Landis, Member

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Barb Swartley, Member

## **AGREEMENT FOR THE SALE AND PURCHASE OF REAL ESTATE**

THIS AGREEMENT is made and entered into on December \_\_\_\_, 2025, which is the last signature date set forth below, by and between Elliott Anne, LLC, and Indiana limited liability company ("Seller"), 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 ("Goshen").

1. Real Estate. In consideration of the purchase price and on the terms, covenants, and conditions to be kept and performed by the respective parties, Seller agrees to sell and Goshen agrees to purchase the following described real estate located in Elkhart Township, Elkhart County, State of Indiana, commonly known as 1711 Eisenhower Drive North, Goshen, Indiana, 46526, and more particularly described as follows:

Part of the Southeast Quarter (SE  $\frac{1}{4}$ ) of Section 22, Township 36 North, Range 6 East, situate In Elkhart Township, Elkhart County, State of Indiana, described as follows:

Commencing at a stone marking the Northeast corner of the Southeast Quarter (SE  $\frac{1}{4}$ ) of said Section 22; thence North 89 degrees 14 minutes West along the North line of the Southeast Quarter (SE  $\frac{1}{4}$ ) of said Section 22, a distance of 36.07 feet to an iron stake marking the Northwest corner of land conveyed to Gerwels & Gerwels LLC in Deed Record 98-025092, said stake being the place of beginning of this description; thence South 0 degrees 24 minutes West along the West line of said Gerwels land a distance of 491.33 feet to an iron stake at the Southwest corner of said Gerwels land, said stake being on the North line of land deeded to the public (Eisenhower Drive North) in Deed Record 91-009520; thence North 89 degrees 14 minutes West along the North line of said public street a distance of 478.76 feet to the Southeast corner of land conveyed to Greencroft Inc. in Deed Record 91-019576; thence North 0 degrees 24 minutes East along the East line of said Greencroft land a distance of 491.33 feet to the Northeast corner of said Greencroft land, said point being on the North line of the Southeast Quarter (SE  $\frac{1}{4}$ ) of said Section 22; thence South 89 degrees 14 minutes East along the North line of the Southeast Quarter (SE  $\frac{1}{4}$ ) of said Section 22 a distance of 478.76 feet to the place of beginning of this description.

EXCEPTING THEREFROM:

A part of the Southeast Quarter (SE  $\frac{1}{4}$ ) of Section 22, Township 36 North, Range 6 East, Elkhart Township, Elkhart County, Indiana, and more particularly described as follows:

Commencing at a stone marking the Northeast corner of said Southeast Quarter (SE  $\frac{1}{4}$ ); thence North 89 degrees, 14 minutes West, 35.99 feet along the North line of said Southeast Quarter (SE  $\frac{1}{4}$ ), to an iron pipe at the point of beginning of this description; thence continuing along the last described line and bearing, 232.68 feet, to a rebar; thence South 00 degrees, 24 minutes, 14 seconds West, 491.56 feet, to a rebar on the North line of Eisenhower Drive North; thence South 89 degrees, 14 minutes East, 232.68 feet along the last described line, to an iron pipe; thence North 00 degrees, 24 minutes, 14 seconds East, 491.56 feet to the point of beginning.

Parcel Number: 20-11-22-426-008.000-015

The above-described real estate is hereinafter referred to as the "Real Estate."

The Real Estate shall include all land, all pertinent rights, privileges, and easements and all buildings and fixtures in their present condition.

2. Purchase Price. Goshen agrees to pay and Seller agrees to accept the total sum of Two Hundred Fifty-five Thousand Dollars (\$255,000.00) to be paid at the closing.

3. Appraisals. Goshen has obtained at its expense two appraisals of the Real Estate. Goshen has supplied the appraisals to Seller.

4. Environmental Assessment.

A. Goshen will conduct at its sole cost an environmental assessment of the Real Estate to meet Goshen's requirement of all appropriate inquiry. In the event the initial assessment discloses that an additional assessment is warranted, Goshen may either void this agreement or pay to have the additional assessment completed. Seller is under no obligation to pay for any portion of the environmental assessment.

B. In the event the initial assessment or any additional assessment concludes that remediation is advisable to make the Real Estate suitable for wellfield use, Goshen may void this agreement if Goshen so elects. Goshen must make its election to void this agreement within forty-five (45) days of receiving the assessment that concludes that remediation is advisable.

C. Goshen will select the company that conducts the environmental assessment. If the environmental assessment is not completed within one hundred twenty (120) days, Seller shall have the right to terminate the agreement.

5. Taxes And Assessments. Seller shall pay the real estate taxes and assessments for 2024, due and payable in 2025. The real estate taxes and assessments for 2025, due and payable in 2026, shall be prorated between Seller and Goshen as of the date of closing. If the tax rate and/or assessment for taxes have not been determined, the rate and/or assessment shall be assumed to be the same as the prior year for the purpose of proration and credit for due but unpaid taxes and assessments. Goshen shall pay all real estate taxes and assessments for 2026, due and payable in 2027, and thereafter.

6. Title Insurance. Prior to closing, Seller agrees to provide Goshen a policy of title insurance in standard ALTA owner's form insuring the title to the Real Estate to be conveyed by Seller to Goshen in an amount equal to the purchase price, to be free of defects except such defects that are included in the standard exceptions forming a part of such policies, and easements, public ways and restrictions of record. The cost of the title insurance shall be paid by Goshen. Any encumbrances or defects in title must be removed by Seller, and Seller must convey merchantable title subject to standard title exceptions. Seller agrees to pay the cost of obtaining all other documents necessary to perfect title so that merchantable title can be conveyed.

7. Mortgage. In the event that a mortgage is attached to the Real Estate, any such mortgage shall be paid in full from the sale proceeds at the closing, or otherwise released relative to

the Real Estate. Seller agrees to cooperate with Goshen in obtaining an accurate pay off amount for any mortgage as of the date of the closing with a per diem amount for at least ten (10) days after the closing date.

8. Warranty Deed. Seller shall deliver to Goshen a warranty deed conveying merchantable title to the Real Estate free and clear of all liens and encumbrances, except conditions of record including, but not limited to zoning restrictions, taxes, easements, and assessments. Title shall be transferred to "City of Goshen, Indiana".

9. Closing. A closing will be held on or before December 31, 2025, unless the environmental assessment has revealed environmental issues that remain unresolved, the title search reveals defects in the title to the Real Estate that have not been resolved, or all parties agree in writing to a later date. Goshen will pay the cost of the closing agent and costs of the closing except to the extent that such costs are specifically designated as the cost of the Seller by the terms of this agreement.

10. Possession Of Real Estate. Possession of the Real Estate will be delivered to Goshen on the day of closing, unless a later date is agreed to in writing by Seller and Goshen. Seller shall maintain the Real Estate in its present condition as long as Seller retains possession. Seller shall remove any personal property that is not included in the sale.

11. Amendment. Any amendment or modification 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.

12. Miscellaneous.

A. This agreement shall be construed in accordance with and governed by the laws of the State of Indiana.

B. In the event that legal action is brought to enforce or interpret the terms of and conditions of this agreement, the proper venue for such action will be in a court of competent jurisdiction in Elkhart County, Indiana.

C. In the event that either party brings an action to enforce any right conferred by this agreement or to force the other party to fulfill any obligation imposed by this agreement, the prevailing party of such action shall be entitled to recover all costs of that action, including reasonable attorneys' fees.

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

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

F. This agreement constitutes the entire agreement between the parties with respect to the purchase and sale of the Real Estate, and supersedes all other agreements or understanding between Goshen and Seller.

13. 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 set their hands to this agreement on the dates as set forth below.

Seller  
Elliott Anne, LLC

Goshen  
City of Goshen, Indiana

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

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

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

Date: December \_\_\_\_\_, 2025

\_\_\_\_\_  
Gina M. Leichty, Mayor  
Goshen Board of Public Works and Safety  
City of Goshen, Indiana

Date: December \_\_\_\_\_, 2025





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

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

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

**MEMORANDUM**

To: Board of Public Works and Safety  
From: Bodie J. Stegelmann  
Re: Scope Appendix to Engagement Letter with Baker Tilly Advisory Group, LP  
Date: December 11, 2025

The City Water and Sewer Utility seeks to enter into a Scope Appendix to the Engagement Letter with Baker Tilly Advisory Group, LP for a Cost of Service and Rate Study. The Cost of Service and Rate Study would include the following:

- a. Analysis of Costs and Revenue (Rate Analysis- Water & Sewer)
- b. Cost of Service Study- (Water & Sewer)
- c. Meetings and Reports (Water & Sewer)
- d. Rate Study (2025- Water & Sewer)
- e. Meetings and Reports (2025-Water & Sewer)

The total cost for items a., b., and c. will be a fixed fee of Ninety Thousand Dollars (\$90,000.00), and the cost for items d. and e. will be determined on a time and expense basis, but will not exceed Thirty Thousand Dollars (\$30,000.00).

**Suggested Motion:**

Move to approve and authorize Mayor Leichty to execute the Scope Appendix to Engagement Letter with Baker Tilly Advisory Group, LP for a utility Cost of Service and Rate Study at a cost not to exceed One Hundred Twenty Thousand Dollars (\$120,000.00).

**RE: Cost of Service and Rate Study**

**DATE: November 21, 2025**

This Scope Appendix is attached by reference to the above-named engagement letter (the Engagement Letter) between the Goshen Utilities, Indiana (the Client) and Baker Tilly Advisory Group, LP (Baker Tilly).

**SCOPE OF WORK**

Baker Tilly agrees to furnish and perform the following services for the Client.

**A. Analysis of Costs and Revenues (Rate Analysis) (Water and Sewer)**

1. Analyze historical recorded financial information for a period of three (3) calendar years and the most recent twelve (12) month period when applicable (the test year).
2. Detail from available records a schedule of flow of funds for the past three (3) calendar years and the test year for the purpose of determining trends, amounts of revenue, cash operation and maintenance expenses, debt service requirements and expenditures for improvements to the Utility property and plant.
3. Analyze expenses of the test year in order to locate and adjust items which should be properly capitalized, expensed or reclassified.
4. Analyze accounts, invoices and pertinent documents and interview Client personnel and/or consulting engineers made available by the Client to determine possible changes in expenses and the possible effects of those changes.
5. Obtain information from Client officials, engineers and/or other available sources to suggest to the Client adjustments to test year cash operating expenses such as additional labor, power costs, chemical costs, additional taxes and other fixed, known and measurable expense changes.
6. Schedule monthly revenues of the test year in order to locate and adjust unusual and significant fluctuations in such revenue.
7. Prepare amortization schedules of presently outstanding funded debt of the Utility extending over the life of the remaining years of payment and obtain information from bond ordinances or other documents relating to such funded debt.
8. Obtain information from the rate ordinance, tariffs and bond ordinances now in effect.
9. Assist in the development of a capital improvements program and determine alternative financial programs leading to the obtaining of funds necessary to meet the capital improvement requirements through funds now available and/or future revenues of the system and/or the use of debt financing.
10. Provide alternative estimates of future annual revenue requirements for consideration by the Client.
11. Suggest revenue increases for the Utility as may be considered necessary to meet the estimated future annual revenue requirements.
12. If appropriate, prepare comparative information concerning the present and possible future rate structure of the Client.

**B. Cost of Service Study (Water and Sewer)**

1. Obtain information from Client officials, consulting engineers and available records, invoices, etc. to determine the classification of utility plant as necessary for Cost of Service analyses.
2. Furnish a detailed study of all customer billings for twelve (12) months' usage of the test year for each rate schedule currently in effect to determine billing demands and customer usage characteristics.
3. Confer with the Client, consulting engineers and other consultants to the Client, as necessary, to determine maximum hourly demand characteristics, maximum daily demand characteristics, fire flow requirements, meter equivalence ratios and other data for each customer classification in order to determine the cost responsibility for each class of service.
4. Confer with the Client, consulting engineers and other consultants to the Client, as necessary, to arrive at the allocation of the costs of utility plant operating expenses and other revenue requirements to cost functions (i.e. base costs, extra capacity, customer, administrative and direct functions).
5. Confer with the Client, consulting engineers and other consultants to the Client, as necessary, to arrive at the allocation of each functional cost to each of the present customer classifications in relation to each customer class's responsibility for those costs.
6. Compare the test year revenues under the current schedule of rates with the projected annual costs of providing service for each of the present customer classifications.
7. Recommend the consolidation or expansion of certain present rate classifications where appropriate.
8. Recommend alternative methods of revising rates and charges which are projected to produce revenues approximately equal to the determinable costs of providing service to the customers being billed from said rates
9. Prepare schedules comparing typical monthly billings under the present and proposed rates of the Client with the rates being charged in other communities in the surrounding area.  
Furnish an accounting report of findings and recommendations concerning the finances of the Client and a new schedule of rates and charges.

**C. Meetings and Reports (Water and Sewer)**

1. Attend one meeting with officials of the Client to discuss findings and recommendations.
2. Furnish a financial report summarizing the results of Baker Tilly's studies for submission to the Client.
3. Provide financial information including a new schedule of rates and charges, if required, to the Client's attorneys for the preparation of resolutions and ordinances as may be required.
4. Attend one public hearing to be conducted by the Client to present accounting information relating to the proposed rates and charges, if a rate change is necessary.

**D. Rate Study (2025 – Water and Sewer)**

1. Analyze historical recorded financial information for a period of three (3) calendar years and the most recent twelve (12) month period when applicable (the test year).
2. Detail from available records a schedule of flow of funds for the past three (3) calendar years and the test year for the purpose of determining trends, amounts of revenue, cash operation and maintenance expenses, debt service requirements and expenditures for improvements to the Utility property and plant.

3. Analyze expenses of the test year in order to locate and adjust items which should be properly capitalized, expensed or reclassified (if applicable).
4. Analyze accounts, invoices and pertinent documents and interview Client personnel and/or consulting engineers made available by the Client to determine possible changes in expenses and the possible effects of those changes (if applicable).
5. Obtain information from Client officials, engineers and/or other available sources to suggest to the Client adjustments to test year cash operating expenses such as additional labor, power costs, chemical costs, additional taxes and other fixed, known and measurable expense changes (if applicable).
6. Schedule monthly revenues of the test year in order to locate unusual and significant fluctuations in such revenue (if applicable).
7. Prepare amortization schedules of presently outstanding funded debt of the Utility extending over the life of the remaining years of payment and obtain information from bond ordinances or other documents relating to such funded debt.
8. Obtain information from the rate ordinance, tariffs and bond ordinances now in effect.
9. Assist in the development of a capital improvements program and determine alternative financial programs leading to the obtaining of funds necessary to meet the capital improvement requirements through funds now available and/or future revenues of the system and/or the use of debt financing.
10. Provide alternative estimates of future annual revenue requirements for consideration by the Client (if applicable).
11. Suggest revenue increases for the Utility as may be considered necessary to meet the estimated future annual revenue requirements.

If appropriate, prepare comparative information concerning the present and possible future rate structure of the Client.

**E. Meetings and Reports (2025 – Water and Sewer)**

5. Attend one meeting with officials of the Client to discuss findings and recommendations.
6. Furnish a financial report summarizing the results of Baker Tilly's studies for submission to the Client.
7. Provide financial information including a new schedule of rates and charges, if required, to the Client's attorneys for the preparation of resolutions and ordinances as may be required.
8. Attend one public hearing to be conducted by the Client to present accounting information relating to the proposed rates and charges, if a rate change is necessary.

## COMPENSATION AND INVOICING

For services as set forth in the scope sections above fees shall be:

- > Section A - C - Will be a fixed fee of Ninety Thousand Dollars (\$90,000) for both Utilities (\$45,000 each)
- > Section D - E - Will be at Time and Expense\* and will not exceed Thirty Thousand Dollars (\$30,000)
- > Additional meetings beyond the stated numbers in section C & E will be billed in addition at Time and Expense\*

Standard Hourly Rates by Job Classification  
9/1/2024

Title	Hourly Rate
Principals / Directors	\$420 - \$660
Managers / Senior Managers	\$290 - \$440
Consultants / Analysts / Senior Consultants	\$185 - \$300
Support / Paraprofessionals / Interns	\$115 - \$195

*\*Billing rates are subject to change periodically due to changing requirements and economic conditions. The Client will be notified of any change to fees. If Client does not dispute such change in fees within thirty (30) days of receiving the notification, Client will be deemed to have accepted such change. The fees billed will be the fees in place at the time services are provided. Actual fees will be based upon experience of the staff assigned and the complexity of the engagement.*

The above fees shall include all expenses incurred except for direct, project-related expenses such as travel costs.

## BILLING PROCEDURES

**Normally, you will receive a monthly statement showing fees and costs incurred in the prior month.**

Occasionally, we may bill on a less frequent basis if the time involved in the prior month was minimal or if other arrangements are made. The account balance is due and payable on receipt of the statement.

### Nonattest Services

As part of this engagement, we will perform certain nonattest services. For purposes of the Engagement Letter and this Scope Appendix, nonattest services include services that the *Government Auditing Standards* refers to as nonaudit services.

We will not perform any management functions or make management decisions on your behalf with respect to any nonattest services we provide.

In connection with our performance of any nonattest services, you agree that you will:

- > Continue to make all management decisions and perform all management functions, including approving all journal entries and general ledger classifications when they are submitted to you.
- > Designate an employee with suitable skill, knowledge, and/or experience, preferably within senior management, to oversee the services we perform.



- > Evaluate the adequacy and results of the nonattest services we perform.
- > Accept responsibility for the results of our nonattest services.
- > Establish and maintain internal controls, including monitoring ongoing activities related to the nonattest function.

Conflicts of Interest

Attachment A to the Engagement Letter contains important disclosure information that is applicable to this Scope Appendix.

We are unaware of any additional conflicts of interest related to this Scope Appendix that exist at this time.

Termination

This Scope Appendix will terminate according to the terms of the Engagement Letter.

If this Scope Appendix is acceptable, please sign below and return one copy to us for our files. We look forward to working with you on this important project.

Sincerely,

BAKER TILLY ADVISORY GROUP, LP



Andre J. Riley, Principal

**Signature Section:**

The services and terms as set forth in this Scope Appendix are agreed to on behalf of the Client by:

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

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

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





## **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)

December 11, 2025

To: Board of Public Works and Safety

From: Christina M. Bonham, Paralegal

Subject: Agreement with Crady Fence for Installation of Fencing at 4106 Dierdorff Road

It is recommended that the Board approve and authorize Mayor Leichty to execute the attached Agreement with Crady Fence to allow the City to enter into an agreement for the installation of fencing at 4106 Dierdorff Road, which is more particularly described in attached Exhibit A – Contractor's Proposal and Exhibit B – Site Plan.

The total cost for installation of fencing will be Thirty-Three Thousand Seven Hundred Forty Dollars (\$33,740). Funds for this project are comprised of Twenty Thousand Dollars (\$20,000) of forestry grants and the remainder from the Environmental Resilience department budget. Contractor shall complete all duties by March 31, 2026, or sooner.

### **Suggested Motion:**

Approve and authorize Mayor Leichty to execute the attached Agreement with Crady Fence to allow the City to enter into an agreement for the installation of fencing at 4106 Dierdorff Road.

## **AGREEMENT WITH CRADY FENCE FOR INSTALLATION OF FENCING AT 4106 DIERDORFF ROAD**

THIS AGREEMENT is entered into on \_\_\_\_\_, 2025, which is the date of the last signature set forth on the signature page, by and between **Crady Fence** (“Contractor”), whose mailing address is 604 CR 3, Elkhart, IN 46514, and **City of Goshen, Indiana** (“City”), a municipal corporation and political subdivision of the State of Indiana acting through the Goshen Board of Public Works and Safety.

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

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

This Agreement shall include these terms and conditions, as well as the terms and conditions set forth in Contractor’s Proposal #2062 dated December 2, 2025, and attached to this Agreement as Exhibit A.

Any inconsistency or ambiguity in this Contract shall be resolved by giving precedence in the following order:

- (1)     This Agreement, and Amendments; and
- (2)     Contractor’s Proposal #2062 dated December 2, 2025, and attached to this Agreement as Exhibit A.

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

Contractor shall provide City the services for the installation of 9-gauge commercial black vinyl-coated 6 ft. chain-link fence with posts set in concrete and with 2 sets of double-swing gates with 24 ft. openings, which services are more particularly described in Contractor’s December 2, 2025, proposal attached as Exhibit A (hereinafter referred to as “Duties”). Installation shall be located at 4106 Dierdorff Rd, Goshen, Indiana, more particularly described in the site plan attached as Exhibit 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.

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

The agreement shall become effective on the day of execution and approval by both parties.

Contractor acknowledges that time is of the essence and that the timely performance of its Duties is an important element of this agreement. Contractor shall perform all Duties as expeditiously as is consistent with professional skill and care in the orderly progress of the Duties.

Contractor shall commence the Duties as soon as practical after receiving a notice to proceed from City.

Contractor shall complete all Duties by March 31, 2026, or sooner.

#### **Section 4.    Compensation**

City agrees to compensate Contractor the sum of Thirty-Three Thousand Seven Hundred Forty Dollars (\$33,740.00) for performing all Duties.

#### **Section 5.    Payment**

Contractor shall submit to City a detailed invoice upon completion of the Duties to the following address, or at such other address as City may designate in writing:

City of Goshen  
c/o Environmental Resilience Department  
Rieth Interpretive Center  
410 W. Plymouth Avenue  
Goshen, IN 46526  
Email is also acceptable at [environmental@goshencity.com](mailto:environmental@goshencity.com)

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

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

#### **Section 6.    Ownership of Documents**

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

#### **Section 7.    Licensing/Certification Standards**

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

#### **Section 8.    Warranty**

Should it become necessary, Contractor shall assist City with all necessary steps to file and collect on any manufacturer's warranty for products installed by Contractor.

#### **Section 9.    Independent Contractor**

Contractor shall operate as a separate entity and independent contractor of the City of Goshen. Any employees, agents or subcontractors of Contractor shall be under the sole and exclusive direction and control of Contractor and shall not be considered employees, agents or subcontractors of City. City shall not be responsible for injury, including death, to any persons or damages to any property arising out of the acts or omissions of Contractor and/or Contractor's employees, agents or subcontractors.

Contractor understands that City will not carry worker's compensation or any other insurance on Contractor and/or Contractor's employees or subcontractors.

Contractor is solely responsible for compliance with all federal, state and local laws regarding reporting of compensation earned and payment of taxes. City will not withhold federal, state or local income taxes or any other payroll taxes.

#### **Section 10. Non-Discrimination**

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

#### **Section 11. Employment Eligibility Verification**

Contractor shall enroll in and verify the work eligibility status of all Contractor's newly hired employees through the E-Verify program as defined in Indiana Code § 22-5-1.7-3. Contractor is not required to participate in the E-Verify program should the program cease to exist. Contractor is not required to participate in the E-Verify program if Contractor is self-employed and does not employ any employees.

Contractor shall not knowingly employ or contract with an unauthorized alien, and contractor shall not retain an employee or continue to contract with a person that the Contractor subsequently learns is an unauthorized alien.

Contractor shall require their subcontractors, who perform work under this contract, to certify to the Contractor that the subcontractor does not knowingly employ or contract with an unauthorized alien and that the subcontractor has enrolled and is participating in the E-Verify program. Contractor agrees to maintain this certification throughout the duration of the term of a contract with a subcontractor.

City may terminate the contract if Contractor fails to cure a breach of this provision no later than thirty (30) days after being notified by City of a breach.

#### **Section 12. Contracting with Relatives**

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

#### **Section 13. No Investment Activities in Iran**

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

## **Section 14. Indemnification**

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

## **Section 15. Insurance**

Prior to commencing work, the Contractor shall furnish City a certificate of insurance in accordance with the following minimum requirements, shall maintain the insurance in full force and effect, and shall keep on deposit at all times during the term of the contract with City the certificates of proof issued by the insurance carrier that such insurance is in full force and effect.

Each certificate shall require that written notice be given to the City at least thirty (30) days prior to the cancellation or a material change in the policy.

Contractor shall at least include the following types of insurance with the following minimum limits of liability:

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

## **Section 16. Force Majeure**

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.

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 17. Default**

If Contractor fails to perform the services or comply with the provisions of this agreement, then Contractor may be considered in default.

It shall be mutually agreed that if Contractor fails to perform the services or comply with the provisions of this contract, City may issue a written notice of default and provide a period of time that shall not be less than fifteen (15) days in which Contractor shall have the opportunity to cure. If the default is not cured within the time period allowed, the contract may be terminated by the City. In the event of default and failure to satisfactorily remedy the default after receipt of written notice, the City may otherwise secure similar services in any manner deemed proper by the City, and Contractor shall be liable to the City for any excess costs incurred

Contractor may also be considered in default by the City if any of the following occur:

- (1) There is a substantive breach by Contractor of any obligation or duty owed under the provisions of this contract.
- (2) Contractor is adjudged bankrupt or makes an assignment for the benefit of creditors.
- (3) Contractor becomes insolvent or in an unsound financial condition so as to endanger performance under the contract.
- (4) Contractor becomes the subject of any proceeding under law relating to bankruptcy, insolvency or reorganization, or relief from creditors and/or debtors.
- (5) A receiver, trustee, or similar official is appointed for Contractor or any of Contractor's property.
- (6) Contractor is determined to be in violation of federal, state, or local laws or regulations and that such determination renders Contractor unable to perform the services described under these Specification Documents.
- (7) The contract or any right, monies or claims are assigned by Contractor without the consent of the City.

## **Section 18. Termination**

The agreement may be terminated in whole or in part, at any time, by mutual written consent of both parties. Contractor shall be paid for all services performed and expenses reasonably incurred prior to notice of termination.

City may terminate this agreement, in whole or in part, in the event of default by Contractor.

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 19. Notice**

Any notice required or desired to be given under this agreement shall be deemed sufficient if it is made in writing and delivered personally or sent by regular first-class mail to the parties at the following addresses,

or at such other place as either party may designate in writing from time to time. Notice will be considered given three (3) days after the notice is deposited in the US mail or when received at the appropriate address.

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

Contractor: Crady Fence  
Attention: Norman Crady  
604 CR 3  
Elkhart, IN 46514

## **Section 20. Subcontracting or Assignment**

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

## **Section 21. 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 22. 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 23. Applicable Laws**

Contractor agrees to comply with all applicable federal, state, and local laws, rules, regulations, or ordinances. All contractual provisions legally required to be included are incorporated by reference.

Contractor agrees to obtain and maintain all required permits, licenses, registrations, and approvals, and shall comply with all health, safety, and environmental rules or regulations in the performance of the services. Failure to do so may be deemed a material breach of agreement.

## **Section 24. Miscellaneous**

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.



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.

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 25. 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 26. 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 27. Entire Agreement**

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

**Section 28. Authority to Execute**

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

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

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

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

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

**Crady Fence**

  
\_\_\_\_\_  
Norman Crady, Owner

Date Signed: 12-8-25

## Estimate #2062

# EXHIBIT A

# Crady Fence

604 Cr 3 Elkhart, IN 46514

(574)993-5180

**12/2/2025**

City of Goshen

Details	AMOUNT
Furnish and install 1550ft of 6ft black chainlink	
Two double gates 24ft opening and latch with duck bill hold back	
TOTAL	\$33,740.00

If you have any questions concerning this estimate, use the following contact information:

Norman Crady, (574) 993-5180, cradyfencelc@yahoo.com

**THANK YOU FOR YOUR BUSINESS!**









## **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)

December 11, 2025

To: Board of Public Works and Safety

From: Christina M. Bonham, Paralegal

Subject: Agreement with Novotx, LLC for Purchase of Asset Management Software

It is recommended that the Board approve and authorize Mayor Leichty to execute the attached Agreement with Novotx, LLC to allow the City to enter into an agreement for the purchase of Asset Management Software.

The total cost for purchase of this software and all associated professional services will be One Hundred Thirty-Five Thousand Six Hundred Dollars (\$135,600).

### **Suggested Motion:**

Approve and authorize Mayor Leichty to execute the attached Agreement with Novotx, LLC to allow the City to enter into an agreement for the purchase of Asset Management Software.



**MODERN SOFTWARE FOR  
UTILITIES & LOCAL GOVERNMENT**

**City of Goshen, Indiana  
Novotx Contract Documents**


**NOVOTX**

**Novotx, LLC**  
4905 South 1500 West Suite 210  
Riverdale  
Utah  
United States 84405

**Sales Agreement**

Valid Until: Dec 31, 2025

Agreement Number : 5405498000083124007

Prepared By: Mike Schwab

mschwab@novotx.com

**BILL TO:**

202 S. 5th St.  
Goshen  
IN  
United States  
46528

**SHIP TO:**

202 S. 5th St.  
Goshen  
IN  
United States  
46528

This agreement describes the products and/or services to be provided and/or licensed by the Customer at the address below. Prior to installation and/or use, an authorized representative of the Customer must agree to the terms and conditions of the License Agreement(s) associated with the product(s) listed below (provided separately).

Account Name: **City of Goshen**  
Contact Name: **Mattie Lehman**

Title: **GIS Coordinator**  
Email: **mattielehman@goshencity.com**

No. Product Details	Quantity	List Price	Discount	Total
<b>1 Elements XS Annual Subscription - Municipal Tier 4 EXS-M-T4</b>  Elements XS Annual Subscription. Enterprise License; includes unlimited named users, software maintenance, and support. Subscription renews annually beginning 12 months after installation.	1	\$ 33,000.00	\$ 0.00	\$ 33,000.00
<b>2 811 Annual Subscription 811-ANNUAL</b>  Annual subscription fee for 811 Integration	1	\$ 3,500.00	\$ 0.00	\$ 3,500.00
<b>3 Asset Management Onboarding Services EXS-ONB-AM</b>  Fixed price for Elements XS onboarding services as outlined below.	1	\$ 67,000.00	\$ 0.00	\$ 67,000.00
<b>4 Professional Services - 811 Configuration PS-INT-811</b>  Elements XS 811 integration with positive response where required by law.	1	\$ 5,500.00	\$ 0.00	\$ 5,500.00
<b>5 Professional Services - Custom Configuration - AM PS - CUSTOM - AM</b>  Setup and additional training for asset scoring and condition assessment in Elements XS. See below for additional details.	1	\$ 12,600.00	\$ 0.00	\$ 12,600.00
<b>6 Professional Services - Third Party Integration PS-INT-THRD</b>  Integration with Samsara technology as described below.	1	\$ 14,000.00	\$ 0.00	\$ 14,000.00
Sub Total				<b>\$ 135,600.00</b>
Tax				\$ 0.00
Adjustment				\$ 0.00
<b>Grand Total</b>				<b>\$ 135,600.00</b>

**Payment Terms**

Elements XS Annual Subscription: \$33,000 (first year), due upon contracting. Subscription renews annually, beginning 12 months after date of installation.

Elements XS Onboarding, Asset Scoring and Condition Assessment setup (total \$79,600): 50% due upon contracting (\$39,800). Remainder due with the following payment schedule:

Asset Management - first division live: \$16,750  
Asset Management - remaining divisions live: \$16,750

Professional Services - Scoring / Condition Assessment Configuration active functional: \$3,150  
Professional Services - Scoring / Condition Assessment Configuration complete: \$3,150

811 Payment Milestones  
811 Annual Subscription -  
\$3,500 (first year), due at notice to proceed. Subscription renews annually, beginning 12 months after date of installation.

811 Configuration -  
50% of 811 configuration (total \$5,500) due upon notice to proceed - \$2,750  
Remaining 50% of 811 configuration due when tickets being generated in Elements XS: \$2,750

Samsara Integration Payment Milestones  
50% of Samsara Integration (total \$14,000) due upon noticed to proceed - \$7,000  
Remaining 50% of Samsara Integration due when integration is Configured and Active: \$7,000

**Onboarding Services Included**



Scope:  
Divisions:  
Water Distribution  
Water Treatment  
Sewer Collection  
Wastewater Treatment  
Stormwater  
Streets  
Parks

Integrations - 811 and Samsara

811: 811 integration provides connection to IN 811 to allow for ticket information to be available in the Elements XS platform. Ticket information is updated at a predetermined frequency which can be adjusted via Admin tools. This also supports the ability to create a positive response back to IN 811 with a predefined set of response codes as dictated by the state provider.

Asset Scoring and Condition Assessment:

Client will be responsible for providing rules that will be used for configuring scoring. Based on provided rule parameters, Novotx will configure rules for each utilities asset type. Novotx will configure Utilities Asset Types to include fields to store results from processing scoring. Asset Scoring will be setup on existing Utilities Asset Types within Elements defined by client. Rule setup will follow standard configuration based on the Elements application. Novotx will also setup navigation to be able to run batch scoring on defined Asset Types. Additionally, testing and verification that scoring is processing as designed and up to 2 custom reports to view scoring results based on client needs will also be completed. Training on how to use and maintain scoring once initially configured and support for processing scoring in production environment is also included.

Samsara: Custom Workflow Development for Samsara data exchange. The method of data exchange between Novotx and the City of Goshen will be reviewed to assess feasibility with the third-party application. This process will consider various data exchange methods, including but not limited to APIs, Webhooks, or flat file transfers. Workflows will be designed based on the most suitable method determined during the review.

### **Standard Deliverables**

The items below are included with a standard deployment of Elements XS.

### **What's Included**

#### Pre-Installation Items

- Business process review and consultation for best practices with Elements XS
- Review IT infrastructure
- Review GIS infrastructure Review Reporting Requirements

#### Installation

- Installation of Elements XS

#### Map Integration

- Integration of one map viewer in Elements XS
- Configuration to load map-based (GIS) assets from map viewer
- Training to Configure GIS Layers in Elements

#### Deployment of the following workflows:

- Create Service Order from GIS Asset
- Report a GIS Problem from Map
- Select Multiple Assets from Map using the Elements Select Tool Add GIS Asset Relationships to Tasks
- Zoom to GIS Assets

#### General Application Setup

- Setting up company, department, and division structure o Setup of default navigation menus
- Configure SMTP settings for Email notifications
- Active Directory Integration with LDAP

#### Service Orders Setup

- Configuration of Default Statuses
  - 1 – Pending
  - 2 – In Progress
  - 3 – Ready for Review
  - 4 – Complete
  - 5 – Cancelled
- Configuration of Default Priorities:



- 1 - Low
- 2 - Medium
- 3 - High
- 4 - Emergency

Delivery of standard Service Order templates using default Status and Priority configurations

Training on the following items:

- Configure custom application menus
- Configure service order templates
- Configure preventive and routine maintenance schedules
- Configure users and user permissions
- Configure basic Elements XS workflows
- Configure custom Service Order Task Status and Priority types
- Configuration of custom Elements XS forms
- Configuration of default Service Order Task assignments

One-Time Data Imports (Includes Test Imports and Data Validations)

- Non-spatial assets
- Inventory Items (materials, equipment).

Utility Billing Integration (as specified on Sales Agreement)

Standard Reports and Dashboards

Service Orders & Work Management Reports

- Task Charges
- Task Contractor Usage
- Task Costs
- Task Equipment Usage
- Task Labor Usage
- Task Material Usage

Inventory Reports

- Purchase Order Details
- Item Receiving Details
- Invoice Details
- Material Usage by Asset Type
- Contractor Purchase Order History
- FIFO Valuation Report
- Item Quantity Transaction History
- Item Purchase Order History
- Parts Used by Account / Date
- Stock Levels Report
- Vendor Purchase Order History

Other Included Reports

- Activities Details
- Notes Details
- Phone Calls Details
- Timesheet Hours
- System Configuration Reports

#### **What's Not Included**

- Installing or configuring Microsoft SQL Server, Esri products, or any other third-party applications that may be required for Elements XS.
- Configuring and/or publishing map or feature services, including query layers
- Configuring Esri web maps, dashboards, or other Esri technology
- Setting up preventive and routine maintenance schedules \*
- Setting up asset scoring \*
- Setting up service order templates \*
- Setting up user accounts and user permissions \*
- Setting up custom application menus \*
- Setting up basic Elements XS workflows \*
- Configuring default assignments for Service Order templates \*
- Creation of Elements Advanced Workflows to support custom business process (unless specified in sales agreement)
- Training on creation of Elements Advanced Workflows
- IT setup (opening ports, installing IIS, etc.)
- Creating dynamic forms \*

\* Training on how to configure and use these features is provided

#### Additional Terms

This is a three (3) year agreement with the subscription renewing annually. The following outlines the subscription schedule for the three year term of this contract:

Year 1 - \$33,000  
Year 2 - \$33,990  
Year 3 - \$35,000

At the end of the three year term, the City has the opportunity to negotiate another three year term or continue on with single year terms.

#### Annual Pricing

An annual price uplift of [3-5%] will apply at the start of each renewal term. This adjustment reflects continued investments in product innovation, coverage expansion, and delivery infrastructure. Novotx will provide written notice no less than 30 days in advance of the renewal date.

#### Required Licensing:

All Elements XS deployments require Esri's ArcGIS Enterprise and/or an active subscription to ArcGIS Online. On-premise deployments also require Microsoft SQL Server and a standard Windows server operating environment. Pricing in this agreement does not include these products and Customer is responsible for purchasing, installing, and maintaining these applications.

#### Scope Limitations & Additional Services

For all items beyond the original project scope, additional professional services are billed at \$1,800 per day (\$225 per hour). Services beyond the project scope must be approved by Customer prior to services being performed and will be billed separately. Services beyond the scope of this agreement include:

- Any scripts, interfaces, reports or program code requested by the Licensee, other than Program Modifications to the Elements XS applications that provide specific functionality uniquely designed for the Licensee
- Consulting services for Custom Applications or Custom Programming performed specifically for the Licensee
- Historical data imports require the customer to provide data to Novotx in a tabular format following a template provided by Novotx

Any service items discussed during product demonstrations, conference calls, or other events are not included in the scope of this project unless specifically listed as deliverables.

#### On-Site Travel

Unless specified otherwise, all on-site trips will be billed at a rate of \$1,500 per day plus expenses.

#### Sales Tax

Customer agrees to pay any and all applicable sales, use, excise or transaction taxes with respect to the products and services under this Sales Agreement. It is the customers responsibility to pay any and all applicable taxes if the customer is not tax exempt.

#### Past Due Payment and Client Inactivity

##### Client Inactivity or Disengagement

When a client chooses to disengage or becomes non-responsive during an implementation process, Novotx will notify the customer and provide 30 business days to re-open active communication. If active communication is not maintained, Novotx will cease work on the project and the client will be required to pay 50% of their annual subscription fees to re-initiate the project. Upon re-initialization, the project will be moved "to the back of the line" and re-prioritized based upon Novotx workload and resources.

##### Project Acceptance / Transition to Support

When work has been completed on a project and project acceptance documents have been sent to the client, if the client does not respond within 5 business days, the project will be marked as "accepted", and an invoice will be sent to the client for any outstanding project balances.

##### Past Due Fees for Services Rendered

When services have been rendered by Novotx and an invoice for the rendered services becomes past due, users will not be able to login or utilize Novotx products until the past due invoices have been paid in full.

##### Past Due Subscription Fees

In addition to users being unable to login to the application when a subscription fee is past due, if a subscription fee becomes 45 days past due the customer will be required to pay the current market value for the past due subscription plus an additional 50% to reactivate the subscription. Additionally, subscription dates will not be adjusted to accommodate for lost production time or inability to use software resulting from past due payments.

#### Purchase Authorization

By signing below, customer agrees to purchase products and services listed above.

**Customer**

City of Goshen, Indiana

Printed Name

Gina Leichty

Signature

Title

Mayor

Date

**Novotx Representative**

Printed Name Justin Gough

Signature *Justin Gough*

Title President, Novotx LLC

Date Dec 08 2025 11:29 MST

**Novotx Internal Authorizations**

Sales *MG*

Onboarding *CP*

Technical *MP*

Product *JC*





## NOVOTX LLC SOFTWARE LICENSE AGREEMENT

This Software License Agreement ("**Agreement**") is made as of 2025 (the "**Effective Date**"), by and between NOVOTX LLC, a Utah limited liability company with offices at 4905 S 1500 W, Suite 210, Riverdale, Utah 84405 ("**Novotx**") and the party identified below ("**Licensee**").

<b>Licensee:</b> City of Goshen, IN	Contact name:
Address: 202 S 5 <sup>th</sup> St	Contact title:
Goshen, IN 46528	Contact email:
	Contact phone:

Licensee desires to obtain a license to certain proprietary software of Novotx. Novotx is willing to license such software to Licensee and provide certain software maintenance and support services in relation to such software, to the extent set forth in this Agreement and subject to the terms and conditions hereof.

### 1. BACKGROUND

**1.1 Definitions.** As used in the Agreement or in any Exhibit hereto:

(a) "**Confidential Information**" means all trade secrets and all non-public business and financial information, computer software and documentation, machine and operator instructions, business methods, procedures, know-how, and other information that relates to the business or technology of either party.

(b) "**Documentation**" means the Novotx user guides, manuals and associated documentation provided to Licensee with or for the Licensed Software.

(c) "**License Limits**" means the permitted number of users of the Licensed Software, the organizational unit(s) permitted to use the Licensed Software, the maximum organization size, and/or other applicable limitations or conditions associated with the pricing of Licensee's license, as specified in the Sales Order.

(d) "**License Term**" means the duration of the software license being procured by Licensee under this Agreement, as specified in the Sales Order and as may be renewed and/or terminated in accordance with this Agreement.

(e) "**License Type**" means the type of license (such as a production license, evaluation license, or development and/or demonstration license) being procured by Licensee under this Agreement, as specified in the Sales Order. If the License Type is not specified in the Sales Order, it will be presumed to be a production license or, if no license fees are being charged, a non-production evaluation license.

(f) "**Licensed Software**" means Novotx's computer software program(s) for which Licensee is procuring a license pursuant to the Sales Order, and any modules, add-ons, interfaces, modified versions, updates or enhancements to such programs that Novotx may provide to Licensee pursuant to Maintenance and Support or pursuant to the Sales Order or a separate, applicable services agreement (if any) between Licensee and Novotx.

(g) "**Maintenance and Support**" has the meaning given in Section 4.2.

(h) "**Sales Order**" means the Novotx order form or similar document that references or is attached to this Agreement, as executed by Licensee and Novotx, and that identifies the software being licensed hereunder.

(i) "**Online Services**" means any web, software, or data services or components, such as third-party geographic information services (GIS) or utility billing services, that supply information to, perform tasks for, or otherwise interact with the Licensed Software via the internet.

**1.2 Applicability of Certain Terms.** As more specifically indicated herein, certain terms and conditions of this Agreement apply only if the license to the Licensed Software is of a certain type or duration. The applicability of those terms and conditions will be determined by the License Type or License Term indicated in the Sales Order. Any terms or conditions of a Sales Order or other document submitted by Licensee that are in addition to or inconsistent with the terms of this Agreement will not be binding on Novotx unless Novotx expressly agrees to the applicability of such terms in writing signed by an authorized officer of Novotx.

**1.3 Acceptance of Terms.** Licensee will be deemed to have accepted this Agreement either by signing this document or by submitting the Sales Order.

### 2. LICENSE GRANT AND SCOPE

**2.1 Grant.** Subject to the terms and conditions of this Agreement, Novotx grants to Licensee a non-exclusive, non-transferable license, during the License Term and within the License Limits, to:

(a) install and use the Licensed Software, in executable form only, solely to the extent and for the purpose(s) described in Section 2.2 for the given License Type;

(b) configure the Licensed Software, using the macro or scripting languages, published application programming interfaces (APIs), and/or other mechanisms provided or specified by Novotx for that purpose, consistent with all applicable configuration instructions and other guidelines set forth in the Documentation; and



(c) reproduce the Licensed Software solely as necessary to facilitate its installation, configuration, and use as authorized above.

**2.2 Scope of Use.** Unless otherwise expressly agreed in the Sales Order, the Licensed Software may be installed only on servers owned or controlled by Licensee, configured and used only for Licensee's internal business or organizational purposes, and accessed only on compatible devices via the web-based or other interface(s) enabled and documented by Novotx. The scope of Licensee's permitted installation and use of the Licensed Software is further limited based on the License Type, as follows.

**(a) Production License.** If the License Type is a production license, the Licensed Software may be installed and used only: (i) on one server for production use; (ii) on one server solely for non-production staging and testing purposes; and (iii) on one server solely for backup or emergency fail-over purposes (to be used only if and when the primary production server is unavailable).

**(b) Non-Production Licenses Generally.** If the License Type is not a production license, the Licensed Software may not be installed or used in a production environment, but may be installed and used only: (i) on one server solely for the kind(s) of use that are associated with the specific non-production License Type, as set forth below; and (ii) on one server solely for backup or emergency fail-over purposes (to be used only if and when the primary server is unavailable).

**(c) Beta or Evaluation.** A beta and/or evaluation License Type allows Licensee to test and evaluate the Licensed Software in a non-production environment in order to: (i) identify issues in the Licensed Software and provide feedback to Novotx; and/or (ii) assess whether to procure a production license from Novotx.

**(d) Development.** A development License Type allows Licensee to use the Licensed Software in a non-production environment directly in support of Licensee's development and testing of its own software applications or services that interface or interoperate with the Licensed Software. For clarity, a development License Type does not include or imply any rights to reverse engineer or create derivative works of the Licensed Software.

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**(f) Other License Types.** If the License Type is of a kind not described above, the Licensed Software may be installed and used only to the extent and for the purpose(s) expressly described in the Sales Order.

**2.3 Use by Representatives.** The license rights granted above will extend to Licensee's employees, agents, consultants, and independent contractors, but solely to the extent they are acting on Licensee's behalf and otherwise comply with the terms and conditions of this Agreement. Licensee will be responsible for all of such persons' acts and omissions in relation to the Licensed Software as if they were Licensee's own acts and omissions.

**2.4 License Limits.** Licensee acknowledges that the pricing of the license granted under this Agreement is based in part on the License Limits set forth in the Sales Order.

**(a) User Limits.** Any stated limit on the number of users indicates the maximum number of individuals who may at any time possess login credentials to access or use the Licensed Software under Licensee's license. Multiple individuals may not share the same login credentials.

**(b) Organizational Units.** If the Sales Order indicates that the license is for use by or for any particular organizational unit(s) (for example, a department or division within Licensee's organization), then the license granted hereunder extends only to use by or for (as the case may be) such organizational unit(s).

**(c) Organization Size.** Any stated limit on the size of Licensee's organization or applicable organizational unit shall, unless otherwise provided in the Sales Order, refer to the total number of individuals employed by or otherwise regularly working within that organization or organizational unit.

**(d) Increasing License Limits.** If any change (such as any increase in the number of users or growth of Licensee's organization) would cause the License Limits to be exceeded, then in order to continue using the Licensed Software, Licensee must increase the License Limits commensurate with those changes, by executing a new or revised Sales Order with Novotx and paying the corresponding additional fees that are then in effect.

**2.5 Restrictions.** Licensee acknowledges that the Licensed Software and its structure, organization, and source code constitute valuable trade secrets of Novotx and its licensors. Except as expressly permitted by this Agreement, Licensee agrees that Licensee shall not, and shall not permit any third party that acquires access through its relationship with Licensee, to: (i) modify, adapt, alter, translate, or create derivative works of the Licensed Software; (ii) sublicense, distribute, sell, use for service bureau use, lease, rent, loan, or otherwise transfer the Licensed Software to any third party; (iii) reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code for the Licensed Software (except to the extent, if any, that applicable law prohibits restrictions on such activities); (iv) remove, alter, cover or obfuscate any copyright notices or other proprietary rights notices included in the Licensed Software; or (v) otherwise install,



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**2.6 Reservation of Rights.** As between the parties, the Licensed Software, and all worldwide intellectual property rights therein, are the exclusive property of Novotx and its licensors. All rights in and to the Licensed Software not expressly granted to Licensee in this Agreement are reserved by Novotx and its licensors. Novotx shall have the unrestricted right to use or act upon any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by Licensee or any other party relating to the Licensed Software, except to the extent, if any, that it contains Confidential Information of Licensee that is not specifically related to the Licensed Software, as acknowledged by Novotx in writing.

### 3. DELIVERY AND ACCEPTANCE

**3.1 Delivery.** Novotx will deliver the Licensed Software to Licensee by making it available for download by Licensee, or by installing it via remote access to Licensee's designated server(s), as specified in the Sales Order or otherwise mutually agreed by the parties. Licensee agrees to provide Novotx with all cooperation reasonably necessary to enable such delivery, and acknowledges that installation or other implementation services by Novotx may be subject to additional fees, as specified in the Sales Order or a separate services agreement between the parties.

**3.2 Additional Materials.** The Licensed Software may be accompanied by, or Novotx may separately make available to Licensee, Documentation, additional software, software developer kits, APIs, scripts, templates, and/or other materials that relate to the Licensed Software (collectively, "**Additional Materials**"). The Additional Materials may be furnished under separate licensing terms (including open-source license terms, where applicable), and you agree to read and comply with any such terms as they apply to the Additional Materials. Except as otherwise provided in any such licensing terms (as applicable), or in the absence of such terms, you may use the Additional Materials only in support of your authorized installation, configuration, and use of the Licensed Software, and such Additional Materials will be subject to the same restrictions and reservations of rights that apply to the Licensed Software as set forth in this Agreement.

**3.3 Acceptance.** The Licensed Software will be deemed accepted upon delivery as set forth above, except to the extent otherwise expressly agreed in the Sales Order. In any event, the Licensed Software will be deemed accepted no later than Licensee's deployment or use thereof in a production environment.

### 4. TRAINING; MAINTENANCE AND SUPPORT

**4.1 Training Services.** Novotx will provide the training services defined in the applicable Sales Order, if any, in exchange for the fees specified therein. Licensee will be invoiced separately for any travel related expenses incurred by Novotx employees in connection with any such training services.

**4.2 Maintenance and Support.** If the License Type is a production license or other form of paid license,

Novotx will provide Licensee with application maintenance and technical support services for the Licensed Software ("**Maintenance and Support**") as described in the attached **Exhibit A**, subject to Licensee's payment of all applicable fees as provided therein.

### 5. FEES AND PAYMENT

**5.1 Fees.** Licensee will pay the license, Maintenance and Support, and other fees specified in the original Sales Order and any revised or subsequent Sales Orders executed by both parties.

**5.2 Payments.** The fees will be payable in accordance with the payment schedule, if any, specified in the applicable Sales Order. If not otherwise specified in the Sales Order: (i) license fees are due and payable in advance at the beginning of the License Term and, if applicable, each renewal period; and (ii) Maintenance and Support fees, if applicable, are due and payable in advance at the beginning of the relevant Maintenance and Support period, as more fully set forth in the attached **Exhibit A**. All payments must be made in U.S. dollars. Any amounts not paid within forty five (45) days of the invoice date will accrue interest at the lesser of one and one-half percent (1.5%) per month or the maximum rate permitted by applicable law, from the due date until paid. Licensee shall reimburse Novotx for all its costs and expenses, including reasonable fees of its legal counsel, reasonably incurred by Novotx in collecting any amounts past due from Licensee that are not subject to good faith dispute.

**5.3 Price Changes.** Novotx's prices are subject to change, except as otherwise agreed in the Sales Order. Any periodic license or Maintenance and Support renewals, and any increase in License Limits, will be charged at the fees then in effect. By permitting the License Term or Maintenance and Support term to renew after being informed of any price change, Licensee agrees to pay the updated fees upon such renewal.

**5.4 Taxes.** Fees exclude, and Licensee will bear, all applicable sales, use, and other taxes and all applicable export and import fees, customs duties and similar charges. When applicable, Novotx may include any taxes that it is required to collect as a separate line item on an invoice.

**5.5 Audit Rights.** On Novotx's request, no more frequently than annually, Licensee shall furnish to Novotx an executed certification: (i) verifying that the Licensed Software is being used pursuant to the terms of this Agreement; (ii) verifying the number of users or metrics relevant to the applicable License Limits; and (iii) listing the site(s) where the Licensed Software is installed. Licensee agrees to grant Novotx reasonable access to Licensee's relevant site(s), systems and personnel upon two (2) weeks prior written notice during normal business hours to audit the use of the Licensed Software for the purpose of verifying compliance with this Agreement.

### 6. WARRANTY AND DISCLAIMERS

**6.1 Performance Warranty.** If the License Type is a production license, for a period of ninety (90) days after the Licensed Software is first accepted under Section 3.3 (the "**Warranty Period**"), Novotx warrants that the



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**6.2 No Other Warranties.** THE EXPRESS WARRANTIES IN SECTION 6.1 ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, REGARDING THE LICENSED SOFTWARE, ADDITIONAL MATERIALS, MAINTENANCE AND SUPPORT, AND OTHER SERVICES FURNISHED HEREUNDER, AND NOVOTX EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SECURITY, TITLE AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS. LICENSEE ACKNOWLEDGES THAT IT HAS RELIED ON NO WARRANTIES OTHER THAN THE EXPRESS WARRANTIES PROVIDED HEREIN AND THAT NO WARRANTIES ARE MADE HEREIN BY ANY OF NOVOTX'S LICENSORS.

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**(a) Business Expertise; Suitability.** Licensee acknowledges that the Maintenance and Support and other services furnished hereunder are provided to assist Licensee in the use of the Licensed Software and not as a replacement for Licensee's expertise and knowledge of its

business. Licensee assumes all risks associated with the manner and application(s) in which it chooses to use or rely upon the Licensed Software. Licensee is responsible for confirming the accuracy, sufficiency, timeliness, and suitability of any output of the Licensed Software before acting or relying upon the same in any way that could cause property damage, personal injury, economic loss, or other harm. Licensee shall not use the Licensed Software in applications or environments requiring fault-tolerant or fail-safe performance.

**(b) Professional Advice.** Given the complex and changing nature of laws, rules and regulations, the Licensed Software and Maintenance and Support may not reflect, and cannot ensure licensee's compliance with, all applicable legal requirements. Novotx is not rendering accounting, tax, legal, or other professional advice. The software and services furnished by Novotx, and the information obtained through use of the Licensed Software, should not be used as a substitute for consultation with professional accounting, tax, legal or other competent advisers.

**(c) Input and Configuration.** Licensee is solely responsible for any data input into the Licensed Software, for providing all necessary internet connectivity and other infrastructure or system resources necessary for proper operation of the Licensed Software, and for the accuracy and suitability of any configuration of the Licensed Software requested or made by Licensee, including situations where Novotx has worked with licensee to configure the Licensed Software at Licensee's request. Licensee should perform a complete review and testing of the Licensed Software and any Additional Materials, as each may be updated from time to time, before implementing or using the same in a production environment.

**(d) Security.** Licensee agrees that it has full responsibility for the security of its systems and data.

#### **7. INDEMNITIES**

**7.1 Infringement Claims.** Novotx will defend at its own expense any action against Licensee brought by a third party to the extent that the action is based upon a claim that the Licensed Software infringes any patents or any copyrights or misappropriates any trade secrets of a third party, and Novotx will pay those costs and damages finally awarded against Licensee in any such action that are specifically attributable to such claim or those costs and damages agreed to in a monetary settlement of such action. If the Licensed Software becomes, or in Novotx's opinion is likely to become, the subject of an infringement claim, Novotx may, at its option and expense, either: (i) procure for Licensee the right to continue using the Licensed Software; (ii) replace or modify the Licensed Software so that it becomes non-infringing; or (iii) accept return of the Licensed Software, terminate this Agreement in whole or in part as appropriate upon written notice to Licensee, and refund to Licensee a pro-rata portion of the fees paid for such Licensed Software (if any) to reflect the period of lost use. If the License Term is perpetual, such pro-rata refund will be computed according to a thirty-six (36) month straight-line amortization schedule beginning upon delivery of the Licensed Software; otherwise, the pro-rata refund will be the unused portion of license fees



paid for the period affected by the termination. Notwithstanding the foregoing, Novotx will have no obligation under this Section 7.1 or otherwise with respect to any infringement claim based upon: (i) use of the Licensed Software not in accordance with this Agreement; (ii) use of the Licensed Software in combination with products, equipment, software, data, or services not supplied by Novotx; (iii) use of any release of the Licensed Software other than the most current release made available to Licensee; or (iv) modification of the Licensed Software by any person other than Novotx or its authorized agents or subcontractors. THIS SECTION 7.1 STATES NOVOTX'S ENTIRE LIABILITY AND LICENSEE'S EXCLUSIVE REMEDY FOR ANY CLAIMS OF INFRINGEMENT.

**7.2 Third-Party Claims.** Licensee will defend at its own expense any action against Novotx brought by a third party arising out of Licensee's use of the Licensed Software except to the extent that the action is covered under Section 7.1, and Licensee will pay those costs and damages finally awarded against Novotx in any such action that are specifically attributable to such claim or those costs and damages agreed to in a monetary settlement of such action.

**7.3 Conditions.** The indemnifying party's obligations under this Section 7 are conditioned on the other party: (i) notifying the indemnifying party promptly in writing of the action for which defense or indemnity is sought; (ii) giving the indemnifying party sole control of the defense thereof and any related settlement negotiations; and (iii) cooperating and, at the indemnifying party's request and expense, assisting in such defense.

**8. LIMITATION OF LIABILITY.** NOVOTX'S TOTAL CUMULATIVE LIABILITY IN CONNECTION WITH ANY LICENSED SOFTWARE, ADDITIONAL MATERIALS, OR MAINTENANCE AND SUPPORT OR OTHER SERVICES PROVIDED UNDER THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR OTHERWISE, WILL NOT EXCEED THE AMOUNT OF FEES PAID BY LICENSEE TO NOVOTX UNDER THIS AGREEMENT FOR THE LICENSE OF THE LICENSED SOFTWARE OR (IF APPLICABLE) FOR THE RELEVANT SERVICES. IN NO EVENT WILL NOVOTX BE LIABLE TO LICENSEE OR ANY THIRD PARTY CLAIMING THROUGH LICENSEE FOR ANY CONSEQUENTIAL, INDIRECT, EXEMPLARY, PUNITIVE, SPECIAL, OR INCIDENTAL DAMAGES, OR FOR ANY LOST, DAMAGED OR CORRUPTED DATA, LOST PROFITS, LOST BUSINESS OPPORTUNITIES, LOSS OF GOODWILL OR REPUTATION, BUSINESS INTERRUPTION, WASTED MANAGEMENT TIME, DATA CONVERSION ISSUES, DAMAGE TO LICENSEE'S COMPUTERS OR COMMUNICATIONS NETWORK, OR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, ARISING FROM OR RELATING TO THIS AGREEMENT OR THE LICENSED SOFTWARE, ADDITIONAL MATERIALS, MAINTENANCE AND SUPPORT, OR OTHER SERVICES PROVIDED HEREUNDER, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY, INCLUDING BUT NOT LIMITED TO NEGLIGENCE, TORT, INTENTIONAL MISCONDUCT, STRICT LIABILITY, CONTRACT OR OTHERWISE, EVEN IF SUCH DAMAGES WERE

FORESEEABLE OR NOVOTX HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

## 9. CONFIDENTIALITY

**9.1 Confidentiality Obligations.** Each party agrees to maintain any Confidential Information received from the other party in confidence using the same degree of care that it uses to maintain its own Confidential Information in confidence, but in no event not less than reasonable care. The recipient of any Confidential Information shall not disclose such Confidential Information to any third party without prior written approval of the disclosing party or use such Confidential Information for any purpose not contemplated by this Agreement. The foregoing restrictions shall not apply to any information for which the receiving party can document: (i) was already lawfully known to the receiving party at the time of disclosure by the disclosing party; (ii) is disclosed to the receiving party by a third party who had the right to make such disclosure without any confidentiality restrictions; (iii) is, or through no fault of the receiving party has become, generally available to the public; or (iv) is independently developed by the receiving party without access to, or use of, the disclosing party's Confidential Information. In addition, the receiving party may disclose Confidential Information of the other party to the extent required by applicable law or regulation; provided that the party required to make such disclosure gives the other party prompt written notice and sufficient opportunity to object to such disclosure, or to request confidential treatment.

**9.2 Return of Confidential Information.** The receiving party will return to the disclosing party or destroy all Confidential Information of the disclosing party in the receiving party's possession or control and permanently erase all electronic copies of such Confidential Information promptly upon the written request of the disclosing party upon the expiration or termination of the Agreement. The receiving party will certify in writing signed by an officer of the receiving party that it has fully complied with its obligations under this Section 9.2.

## 10. TERM AND TERMINATION

**10.1 Term.** The term of the Agreement will begin on the Effective Date and will continue in force until the expiration of the License Term (as the same may be renewed in accordance with this Agreement) or indefinitely if the License Term is perpetual, subject to termination as provided in **Section 10.2**.

### 10.2 Termination.

**(a) For Breach.** Either party may terminate the License Term and this Agreement if the other party breaches any material provision of the Agreement and does not cure such breach within thirty (30) days after receiving written notice thereof.

**(b) Evaluation Licenses.** If the License Type is a non-production beta and/or evaluation license, the License Term and this Agreement may be terminated by Novotx at any time, and will automatically expire (without renewal option, unless otherwise specified in the Sales Order) at the end of the stated License Term. License is under no obligation to purchase a paid license during the evaluation License Term, but must do so in order to continue using



the Licensed Software after the evaluation License Term ends.

**10.3 License Renewal.** If the License Term is not perpetual, it will be renewable (i.e., subscription-based) or non-renewable (i.e., fixed-term) as specified in the Sales Order. If not so specified, it will be presumed to be renewable if the License Type is a production license or non-renewable otherwise. If the License Term is renewable, it will automatically extend for successive renewal periods, each equal to the initial license duration stated in the Sales Order (unless otherwise indicated therein), unless and until either party notifies the other of non-renewal at least thirty (30) days in advance. Either party may exercise its non-renewal right for any reason or no reason.

**10.4 Effects of Termination.** Upon termination or expiration of the Agreement for any reason: (i) any amounts owed to Novotx under this Agreement before such termination or expiration will be immediately due and payable; (ii) all license rights granted in the Agreement will immediately cease to exist; and (iii) Licensee must promptly discontinue all use of the Licensed Software, erase all copies of the Licensed Software from Licensee's computers, and return to Novotx or destroy all copies of the Licensed Software on tangible media in Licensee's possession. For avoidance of doubt, termination of this Agreement will not preclude either party from pursuing any available legal remedies for any default of the other party's obligations.

**10.5 Survival.** Sections 0, 2.6, 5.3, 5.5, 6.1, 6.3, 7, 8, 9, 10.4, 10.5, and 11, together with any accrued payment obligations, will survive expiration or termination of the Agreement for any reason.

## 11. GENERAL

**11.1 Assignment.** Except as permitted below, this Agreement may not be assigned or transferred by either party without the other party's prior written consent, and any attempt to do so will be void. Either party shall have the right to assign this Agreement to any successor to its business or assets to which this Agreement relates, whether by merger, sale of assets, sale of stock, reorganization or otherwise; provided, however, that Licensee may not transfer this Agreement, by assignment, merger, change of control, operation of law, or otherwise, to any software company or competitor of Novotx. In the event of an assignment, merger or change of control of Licensee, Licensee will promptly notify Novotx of the

transaction, consult with Novotx regarding the anticipated impact of such transaction in relation to the License Limits and other restrictions of this Agreement, and take all actions (including those described in Section 2.4(d)) reasonably necessary in order to remain in compliance with this Agreement.

**11.2 Notices.** Any notice required or permitted by this Agreement will be in writing and will be deemed effective upon receipt, when sent by confirmed email or when delivered in person or by express delivery service, or mailed, first class, registered or certified mail, postage prepaid, to the address of the party specified in this Agreement or such other address as such party may specify in writing.

**11.3 Governing Law and Arbitration.** This Agreement will be governed by and interpreted in accordance with the laws of Elkhart County, IN, without reference to its choice of laws rules. The prevailing party in any dispute under this Agreement will be entitled to recover from the other party its reasonable attorney fees incurred with respect to that dispute.

**11.4 Waivers.** All waivers must be in writing to be effective. Any waiver or failure to enforce any provision of the Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.

**11.5 Severability.** If any provision of the Agreement is unenforceable, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions will continue in full force and effect.

**11.6 Force Majeure.** No party shall be liable for failure or delay in performing its obligation (other than payment of money) for causes beyond its reasonable control.

**11.7 Entire Agreement; Counterparts.** This Agreement, together with any Exhibits and related Sales Orders, constitutes the entire agreement between the parties regarding the subject hereof and supersedes all prior or contemporaneous agreements, understandings, and communication, whether written or oral. This Agreement shall not be modified except by a subsequently dated written amendment signed by an officer of Novotx and a duly authorized representative of Licensee. This Agreement may be executed in counterparts, which taken together shall form one legal instrument.

The parties by their authorized representatives have entered into this Agreement as of the Effective Date.

<b>NOVOTX LLC</b>	<b>LICENSEE:</b> <u>City of Goshen, Indiana</u>
Signed: <u>Justin Gough</u>	Signed: _____
Name: Justin Gough	Name: <u>Gina Leichty</u>
Title: President, Novotx LLC	Title: <u>Mayor</u>
Date: Dec 08 2025 11:29 MST	Date: _____



## Exhibit A Maintenance and Support

Novotx will provide technical support and maintenance services for the Licensed Software based upon the following terms and conditions and those set forth in the Software License Agreement ("**Agreement**") to which this Exhibit is attached. Capitalized terms used but not defined in this Exhibit have the meanings given in the Agreement.

- 1. Technical Support Services:** Technical support services shall include call management, entitlement verification, issue prioritization, basic installation assistance, issue analysis, program error re-creation, application diagnostics and the corresponding resolution of such issue or issues through operational instruction, work-arounds, or corrections to the object code of the application. Training, implementation, configuration, and customization services are outside the scope of the support, and are subject to additional charges.
- 2. Maintenance Services:** Maintenance services shall include delivery of all updates (as described below) for the Licensed Software that are commercially released during the term of Licensee's Maintenance and Support entitlement. Updates consist of new releases that may provide functional enhancements and error corrections. New products, separately serialized modules, and software customizations are not considered updates and are not included in the maintenance services. Licensee will have sole responsibility for the installation of any updates.
- 3. Scope of Services:** Services will be provided during Novotx's normal hours of operation, Monday through Friday from 7:00 AM to 6:00 PM Central Time, excluding national holidays. Basic services will include unlimited phone and email access to technical support as well as online access to Novotx's client services website. Enhanced services may also be made available by Novotx from time to time and contracted by Licensee.
- 4. Term:** Subject to the terms of the Agreement and Licensee's payment of all fees specified below, Licensee is entitled to receive the Maintenance and Support described herein: (i) for the duration of the License Term if the License Term is fixed-term or subscription-based; or (ii) for a period of one year, measured from the end of the Warranty Period (and subject to renewal as provided below), if the License Term is perpetual.
- 5. Annual Renewal of Service:** If the License Term is perpetual, then thirty (30) days prior to the annual expiration date of Maintenance and Support service, Novotx will invoice Licensee for the annual renewal of service pursuant to the current terms, conditions and pricing then in effect. Such service will be automatically renewed unless canceled in writing by Licensee prior to the annual expiration date or in the event of non-payment by the renewal date.
- 6. Fees:** Fees for Maintenance and Support services are: (i) included in the fees paid for a fixed-term or subscription-based license to the Licensed Software (provided such license is not granted free of charge); or (ii) charged on an annual basis, in an amount equal to twenty percent (20%) of the then-current list price of the Licensed Software (or the most recent list price if the Licensed Software version being used is no longer available for sale by Novotx) if the License Term is perpetual. The annual fee for Maintenance and Support in connection with perpetual license will be calculated as of the beginning of the annual period based upon the list price of the Licensed Software as if a perpetual license were being purchased at such time. Licensee will be invoiced for annual renewals on or before the date of expiration of the then current term. Novotx reserves the right to amend its fees annually with prior written notice and Licensee shall have the right to no longer subscribe for Maintenance and Support.
- 7. Applicability to Free Licenses:** If the license for the Licensed Software is granted free of charge, Licensee will not be entitled to Maintenance and Support unless expressly agreed by Novotx in the Sales Order, in which case fees for Maintenance and Support will be as set forth in the Sales Order, subject to change as provided above.
- 8. Exclusions:** Novotx has no obligation to perform technical support services related to: (i) hardware, software, data, or services not supplied by Novotx (including but not limited to Online Services); (ii) modifications or customizations made to the Licensed Software by anyone other than Novotx or its representatives; (iii) installation or use of the Licensed Software other than as authorized in the Agreement and described in the Documentation; or (iv) Licensee's failure to implement error corrections, work-arounds, or updates furnished by Novotx (collectively, the "**Excluded Causes**"). Without limiting the foregoing, Novotx reserves the right to charge Licensee additional fees for services rendered in connection with reported program errors that are subsequently determined to have been due to any of the Excluded Causes. Any such fees will be charged on a time-and-materials basis.
- 9. Payment:** Licensee is responsible for the full payment, including any applicable sales and/or use taxes, for services received. Licensee's Maintenance and Support entitlement shall immediately expire if payment is forty five (45) days past due. If Licensee cancels services at any time, no refund, pro-rated or otherwise, will be provided.
- 10. Reinstatement of Services:** In the event of cancellation of or non-payment for Maintenance and Support, any subsequent renewals will be subject to a reinstatement charge of 25% of the then-current Licensed Software perpetual license fee, plus any unpaid historical and current annual fees.
- 11. Registered Users:** Licensee shall provide and maintain a list of registered users that may be contacted by Novotx in relation to Maintenance and Support. Licensee may amend the list of registered users at any time by providing written notice to Novotx.
- 12. Conditions of Service:** The receipt and use of the Licensed Software and associated Maintenance and Support is subject to the terms and conditions of the original Agreement and Licensee's adherence to associated documentation and maintenance of the system

requirements of the Licensed Software. Novotx reserves the right to suspend Maintenance and Support for any outdated versions of the Licensed Software with prior notification to Licensee.



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

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

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

**MEMORANDUM**

To: Board of Public Works and Safety  
From: Bodie J. Stegelmann  
Re: Agreement with Studio Ace of Spade, LLC  
Date: December 11, 2025

The City seeks to enter into an Agreement with Studio Ace of Spade, LLC to perform an accessibility remediation of the City's website to meet WCAG 2.1 AA and ADA Title II standards, which would include the following:

- a. Website Migration to new Hosting
- b. Remediation of Technical-Level Compliance Failures
- c. Post-Technical Remediation Website Accessibility Audit
- d. Remediation of Content-Level Compliance Failures
- e. Archiving of Outdated Content and Documents
- f. Governance & Compliance Infrastructure

The total cost shall be Forty-Eight Thousand Nine Hundred Dollars (\$48,900.00).

**Suggested Motion:**

Move to approve and authorize Mayor Leichty to execute the Agreement with Studio Ace of Spades, LLC for an accessibility remediation of the City's website at a cost of Forty-Eight Thousand Nine Hundred Dollars (\$48,900.00).



## AGREEMENT

### Accessibility Remediation of the City's Website

THIS AGREEMENT is entered into on \_\_\_\_\_, 2025, which is the date of the last signature set forth on the signature page, by and between **Studio Ace of Spade, LLC** ("Contractor"), whose mailing address is 227 ½ S. Main Street, Goshen, Indiana 46526, and **City of Goshen, Indiana** ("City"), a municipal corporation and political subdivision of the State of Indiana acting through the Goshen Board of Public Works and Safety.

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

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

- (A) This Agreement shall include these terms and conditions, as well as the terms and conditions set forth in Contractor's Proposal dated December 1, 2025, and attached to this Agreement as Exhibit A.
- (B) Any inconsistency or ambiguity in this Contract shall be resolved by giving precedence in the following order:
  - 1. This Agreement, and Amendments; and
  - 2. Contractor's Proposal.

**Section 2.** Scope of Services. Contractor shall provide City the necessary services for bringing GoshenIndiana.org into compliance with the Web Content Accessibility Guidelines (WCAG) 2.1 Level AA, which services are more particularly described in Contractor's December 1, 2025, proposal attached as Exhibit A (hereinafter referred to as "Duties"). In the event of any conflict between the terms of this agreement and the terms contained in the proposal attached as Exhibit A, the terms set forth in this agreement shall prevail.

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

- (A) The agreement shall become effective on the day of execution and approval by both parties.
- (B) Contractor acknowledges that time is of the essence and that the timely performance of its Duties is an important element of this agreement. Contractor shall perform all Duties as expeditiously as is consistent with professional skill and care in the orderly progress of the Duties.
- (C) Contractor shall complete all Duties by December 31, 2026, unless otherwise terminated by either party in accordance with the terms and conditions of the agreement.

**Section 4.** Compensation. City agrees to compensate Contractor as follows for performing all Duties:

Research & Planning.....	\$4,400.00
Technical Remediation.....	\$31,000.00

Content Remediation.....	\$13,500.00
Total .....	\$48,900.00

**Section 5.     Payment.**

- (A)     City shall pay Contractor for Duties satisfactorily completed under this agreement as Duties progress.
- (B)     Contractor shall submit to City a detailed invoice to the following address, or at such other address as City may designate in writing:  
  
City of Goshen  
c/o Goshen Tech. Support  
202 5<sup>th</sup> Street  
Goshen, IN 46528
- (C)     Provided there is no dispute on amounts due, payment will be made to Contractor within forty-five (45) days following City's receipt of a detailed invoice for all Duties satisfactorily completed. If any dispute arises, the undisputed amount will be paid. Payment is deemed to be made on the date of mailing the check.
- (D)     Contractor is required to have a current W-9 form on file with the Goshen Clerk-Treasurer's Office before City will issue payment.

**Section 6.     Ownership of Documents.** All documents, records, applications, plans, drawings, specifications, reports, and other materials, regardless of the medium in which they are fixed, (collectively "Documents") prepared by Contractor or Contractor's employees, agents or subcontractors under this agreement, shall become and remain the property of and may be used by City. Contractor may retain a copy of the Documents for its records

**Section 7.     Licensing/Certification Standards.** Contractor certifies that Contractor possesses and agrees to maintain any and all licenses, certifications, or accreditations as required for the services provided by Contractor pursuant to this agreement.

**Section 8.     Independent Contractor.**

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

- (C) Contractor is solely responsible for compliance with all federal, state, and local laws regarding reporting of compensation earned and payment of taxes. City will not withhold federal, state or local income taxes or any other payroll taxes

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

**Section 10.** Employment Eligibility Verification.

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

**Section 11.** Contracting with Relatives. Pursuant to Indiana Code § 36-1-21, if the Contractor is a relative of a City of Goshen elected official or a business entity that is wholly or partially owned by a relative of a City of Goshen elected official, the Contractor certifies that Contractor has notified both the City of Goshen elected official and the City of Goshen Legal Department of the relationship prior to entering into this agreement.

**Section 12.** No Investment Activities in Iran. In accordance with Indiana Code § 5-22-16.5, Contractor certifies that Contractor does not engage in investment activities in Iran as defined by Indiana Code § 5-22-16.5-8.

**Section 13.** Indemnification. Contractor shall indemnify and hold harmless the City of Goshen and City's agents, officers, and employees from and against any and all liability, obligations, claims, actions, causes of action, judgments, liens, damages, penalties or injuries arising out of any intentional, reckless or negligent act or omission by Contractor or any of Contractor's

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

**Section 14. 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 15. Default.**

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

4. Contractor becomes the subject of any proceeding under law relating to bankruptcy, insolvency or reorganization, or relief from creditors and/or debtors.
5. A receiver, trustee, or similar official is appointed for Contractor or any of Contractor's property.
6. Contractor is determined to be in violation of federal, state, or local laws or regulations and that such determination renders Contractor unable to perform the Services described under these Specification Documents.
7. The contract or any right, monies or claims are assigned by Contractor without the consent of the City

**Section 16. Termination.**

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

**Section 17. Notice.**

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

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

Contractor: Studio Ace of Spade, LLC  
227 ½ S. Main Street  
Goshen, IN 46526

**Section 18. Subcontracting or Assignment.** Contractor shall not subcontract or assign any right or interest under the agreement, including the right to payment, without having prior written approval from City. Any attempt by Contractor to subcontract or assign any portion of the agreement shall not be construed to relieve Contractor from any responsibility to fulfill all contractual obligations.

**Section 19. Amendments.** Any modification or amendment to the terms and conditions of the agreement shall not be binding unless made in writing and signed by both parties. Any



verbal representations or modifications concerning the agreement shall be of no force and effect.

**Section 20.** Waiver of Rights. No right conferred on either party under this agreement shall be deemed waived and no breach of this agreement excused unless such waiver or excuse shall be in writing and signed by the party claimed to have waived such right.

**Section 21.** Applicable Laws.

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

**Section 22.** Miscellaneous.

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

**Section 23.** Severability. In the event that any provision of the agreement is found to be invalid or unenforceable, then such provision shall be reformed in accordance with applicable law. The invalidity or unenforceability of any provision of the agreement shall not affect the validity or enforceability of any other provision of the agreement.

**Section 24.** Binding Effect. All provisions, covenants, terms and conditions of this agreement apply to and bind the parties and their legal heirs, representatives, successors and assigns.

**Section 25.** Entire Agreement. This agreement constitutes the entire agreement between the parties and supersedes all other agreements or understandings between City and Contractor.

**Section 26.** Authority to Execute. The undersigned affirm that all steps have been taken to authorize execution of this agreement, and upon the undersigned's execution, bind their respective organizations to the terms of the agreement.

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

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

**Studio Ace of Spade, LLC**

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

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

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

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

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



2025

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# PROPOSAL

#buildsmarter with us

Prepared for

The City of Goshen

Proposal Issued :  
12/1/2025

Proposal Valid :  
3/1/2026

# INTRODUCTION

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This proposal outlines a comprehensive approach for bringing GoshenIndiana.org into compliance with the Web Content Accessibility Guidelines (WCAG) 2.1 Level AA. As a municipal government website, GoshenIndiana.org is required to provide equal access to all residents, including individuals with disabilities, in accordance with ADA Title II and Section 508 standards.

This document details the methodology, scope of work, deliverables, project phases, and accessibility governance recommendations necessary to achieve compliance and establish long-term accessibility sustainability.

# PROJECT OBJECTIVES

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The primary objectives of this engagement are:

- Migrate web hosting to a new, stable, scalable, and cost-effective platform.
- Change the URL of the website to goshen.in.gov.
- Achieve full WCAG 2.1 Level AA compliance across all public-facing pages.
- Ensure ADA Title II accessibility obligations are met for digital government services.
- Identify all barriers affecting users with visual, auditory, physical, cognitive, or speech disabilities.
- Remediate technical, content, navigational, and structural issues.
- Establish long-term governance and editor workflows to prevent future regressions.
- Improve usability and consistency for all users, regardless of ability or device.

# SCOPE OF WORK

The remediation project includes the following components:

## Website Migration to New Hosting

- Creation of a production environment
  - Implementation of object, database, and page caching using Redis in-memory caching
  - Tuning of PHP8.3+ for WordPress optimization
  - Tuning of nginx to provide optimized security and site speed
  - Secure the production server and all assets via the latest version of SSL/TLS
- Creation of a staging environment
- Creation of a development environment
- Implementation of weekly backups taken at the server level
- Implementation of a version control system using git and GitHub for ease and reliability of code-based deployments
- Change the URL of the website to goshen.in.gov
- Implementation of redirects for all pages from <https://goshenindiana.org/> to <https://goshen.in.gov/>

## Remediation of Technical-Level Compliance Failures

- Navigation and menu accessibility rebuild
- Correction of heading hierarchy, landmarks, and ARIA roles
- Fixes for forms, error messaging, labels, and aria-live announcements
- Reflow, text spacing, and mobile orientation fixes
- Component-level fixes (accordions, tabs, modals, sliders, calendars)
- Remediation of any remaining miscellaneous technical violations

## Post-Technical Remediation Website Accessibility Audit

- Scans using BrowserStack/evinced and/or Lighthouse
- Manual testing (keyboard-only, screen readers, mobile)
- Review of WordPress theme, navigation, templates, ACF fields, and plugin output
- Audit of Third-Party Services
- Complete list of PDFs for audit and documents for accessibility
- Consolidated findings report organized by WCAG 2.1 AA Success Criteria



# SCOPE OF WORK, CONT.

## **Remediation of Content-Level Compliance Failures**

- Alt text remediation
- Descriptive link text improvements
- Header order remediation
- Assist in PDF remediation or HTML replacements
  - Identification of PDFs requiring remediation
  - Creation of an archival plan of PDFs, which will not be remediated
  - Replacement of PDFs with remediated versions
- Removal of non-compliant videos and/or replacement with accessible, auto-captioned alternatives such as YouTube.

## **Archiving of Outdated Content and Documents**

- Comprehensive Content Review - Identify outdated, redundant, or duplicative content across pages, posts, and document libraries to determine what should be preserved, archived, updated, or removed.
- Compliance-Oriented Archiving - Implement an accessible archive structure ensuring that retired content remains available to the public in a compliant, non-navigational location, in alignment with public records requirements.
- Page Archive Creation - Review all pages and migrate all archivable pages to a dedicated, accessible archive section, with explicit metadata, dates, and purpose.
- Blog Archive Creation - Create a structured, accessible archive for the blog, including migrating all pre-2023 blog posts and categorizing them by year for ease of public use.
- Redirects & UX Preservation - Implement redirects or notices to ensure users can still access archived content without encountering broken links, while maintaining a clean, navigable primary site experience.

## **Governance & Compliance Infrastructure**

- Accessibility statement
- Testing protocols
- Site administrator training session - up to three one-hour sessions
- Creation of a living document outlining ADA-compliant content standards for ongoing use by City staff.
- Proposed monthly ongoing monitoring plan and recommendations

# METHODOLOGY

Our methodology follows industry best practices and federal guidelines:

## Automated Testing

Tools such as BrowserStack/evinned and/or Lighthouse provide baseline detection of structural issues, including, but not limited to:

- Color contrast failures
- Missing alt text
- ARIA violations
- Missing labels
- Landmark misuse
- Heading structure issues

## Manual Testing

Manual testing ensures accessibility for users of assistive technology:

- Full keyboard navigation review
- NVDA/VoiceOver testing
- Focus visibility and order testing
- Mobile accessibility and 400% zoom testing

## Document & Media Audit

- PDFs for tags, reading order, and structure
- Videos for captions and transcripts
- Forms for accessible validation and messaging

## Technical Review

- WordPress theme templates
- Plugins and custom widgets
- Menu system
- Modals, sliders, and dynamic components

## Compliance Mapping

- WCAG 2.1 AA Success Criterion
- Severity (Critical, Major, Moderate, Minor)
- Recommended remediation approach

# DELIVERABLES

The following deliverables will be produced throughout the engagement:

- Domain migration from goshenindiana.org to goshen.in.gov
- Hosting migration to a new, faster, and scalable solution
- Fully remediated website templates
- Fully remediated navigation, header, footer, page templates, search, forms, and custom components.
- Archiving of outdated documents, pages, and posts
- Full remediation of website content
- PDF and document remediation as scoped
- Accessibility Statement
- Training of site administrator, maximum of three sessions. Recording optional.
- Living document outlining ADA-compliant content standards
- Full report of third-party services linked or used on the website
- Future monitoring recommendations

# PROJECT MILESTONES

Check-in meetings with the City of Goshen will accompany all milestone completions. Twice per month, updates will be provided to the City of Goshen in the form of a meeting, video call, or detailed email, addressing the status of current and upcoming milestones.

## Milestone 1 - Base Accessibility Audit & Site Migration

- Domain migration from goshenindiana.org to goshen.in.gov
- Hosting migration to a new host
- Automated and manual WCAG 2.1 AA audit of global site components such as the main navigation, sidebar navigation, footer, hero section, etc.
- Identification of critical issues
- Creation of a trackable, task-based list of technical remediation requirements

## Milestone 2 - Technical Remediation

- Navigation rebuild
- Focus and keyboard enhancements
- Component-level improvements
- ARIA standardization
- Reflow and text spacing fixes

# PROJECT MILESTONES, CONT.

## **Milestone 3 - Global Accessibility Audit**

- Automated and manual WCAG 2.1 AA audit of the entire sitemap
- Identification of critical issues
- Creation of a trackable, task-based list of remaining technical remediation and content remediation requirements

## **Milestone 4 - Content Remediation**

- Identification of PDFs requiring remediation
- Creation of an archival plan of PDFs, which will not be remediated
- Replacement of PDFs with remediated versions
- Alt text and link text corrections

## **Milestone 5 - Ongoing Governance Recommendations**

- Content editor training
- Living document creation for content creation standards
- Monitoring planning
- Regression planning
- Update compliance documentation on the website

## **Period of Performance**

Studio Ace of Spades will complete the listed milestones within one (1) year from the fully executed date of agreement with the latest date of completion being December 31, 2026.

## EXPECTED ON-GOING COSTS

Under this proposal, Studio Ace of Spades will procure and manage all automated accessibility scanning tools required for the remediation process, and will cover all scoped hosting expenses for the duration of the contract. At the conclusion of the engagement, Studio Ace of Spades will provide the City of Goshen with recommended options for ongoing hosting, monitoring, and accessibility management.

To assist with long-term planning, the following represents an estimated range of recurring annual costs the City may elect to assume after the contract period:

- Yearly Web Hosting: Approximately \$2,000
- AI-Enabled ADA Scanning & Monitoring Tools: \$2,000–\$4,000 annually, depending on selected vendor
- Retained Web Developer or Agency: \$100/hour, with a recommended minimum of 10 hours per month for proactive maintenance, updates, and accessibility compliance

## CONCLUSION

This proposal provides a comprehensive, structured, and government-ready plan to achieve WCAG 2.1 AA compliance for goshen.in.gov. By implementing the outlined remediation steps, the City of Goshen will ensure equitable digital access for all residents and fulfill ADA Title II obligations.

We look forward to partnering with the City to deliver a fully accessible and sustainable digital experience.



# PROJECT BREAKDOWN

*We know how important it is to understand where your money is going. We break our work down, line by line, and show you the nitty-gritty.*

## 01. RESEARCH & PLANNING

• Technical and Content ADA Audits	\$ 3200
• Navigation & Page Structure	\$ 800
• Content	\$ 400

## 02. TECHNICAL REMEDIATION

• Navigation	\$ 9600
• Sidebar	\$ 8000
• Footer	\$ 1600
• Misc. Site Components	\$ 7300
• Blog	\$ 2400
• Site Domain & Hosting Migration	\$ 2100

## 03. CONTENT REMEDIATION

• In-Page Content Fixes	\$ 4600
• PDF Auditing and Replacement	\$ 2100
• Embed Compliance	\$ 1500
• Archival	\$ 2100
• Navigation (Sidebar and Site Header)	\$ 2400
• Redirects and Broken Links	\$ 800

# COST SUMMARY

DESCRIPTION	AMOUNT
RESEARCH & PLANNING	\$ 4400
TECHNICAL REMEDIATION	\$ 31,000
CONTENT REMEDIATION	\$ 13,500
TOTAL	\$48,900

STUDIO ACE OF SPADES



LET'S DO THIS THING.

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**THANK YOU  
FOR YOUR BUSINESS**

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**CONTACT INFO**

227 1/2 S. Main St.  
Goshen, IN 46526  
United States

**E :** [jon@studioaceofspades.com](mailto:jon@studioaceofspades.com)  
**W :** [studioaceofspades.com](http://studioaceofspades.com)  
**P :** (440) 591-8799



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

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**MEMORANDUM**

To: Board of Public Works and Safety  
From: Bodie J. Stegelmann  
Re: Agreement with Blazestack, Inc.  
Date: December 11, 2025

The Fire Department seeks to enter into a Software License Agreement with Blazestack, Inc. to provide the Fire Department with fire investigation software. The term of the agreement would be one year, and the cost of the software would be Nine Thousand Four Hundred Dollars (\$9,400.00).

**Suggested Motion:**

Move to approve and authorize Mayor Leichty to execute a one-year Software License Agreement with Blazestack, Inc. for fire investigation software at a cost of Nine Thousand Four Hundred Dollars (\$9,400.00).

**SOFTWARE LICENSE AGREEMENT ORDER FORM**

This software license agreement is by and between **Blazestack, Inc.**, a Texas corporation with offices located at 3201 Bee Caves Road, Suite 120 #1602666, Austin, Texas 78746 ("**Blazestack**") and the customer listed below ("**Customer**").

<b>Customer Name:</b> <i>Goshen Fire Department</i>	<b>Address:</b> 209 N 3rd St Goshen, IN 46526, USA
<b>Software</b>	Fire Investigation Case Management Software
<b>Subscription Plan:</b> Platinum	<b>User Seats:</b> 11
<b>Case Volume</b>	Annual Case Volume: 85 Annual Consults Volume: 50
<b>Initial Annual Fee:</b> \$9,400 per year, subject to the terms of Section 4 in Terms and Conditions.	<b>Initial Service Term:</b> 12/12/2025 to 12/11/2026
<b>Effective Date:</b> 12/12/2025	<b>Due Date:</b> 12/11/2026
<b>Renewal Date:</b>	12/12/2026; automatic annual renewal into ongoing 12-month terms unless Customer provides Blazestack 30 days prior written notice of non-renewal.
<b>Standard Support</b>	Blazestack will provide support to Customer via telephone, email and online chat Monday through Friday during the hours of 9:00AM through 5:00PM Central Time, with the exclusion of federal holidays ("Support Hours"). Customer may initiate a helpdesk ticket during Support Hours by calling (866) 303-4344 or any time by emailing support@blazestack.com or initiating an online chat session. Blazestack will use commercially reasonable efforts to respond to all helpdesk tickets within one (1) business day.
<b>Notes</b>	Fees include implementation, support, ongoing software patches, and 50 GB of case media storage. (Additional case media storage capacity can be added at a cost of \$250/year per each additional 250 GB. Blazestack will provide notice when storage capacity reaches 50%.)

WHEREFORE, the Parties hereto have signed this Agreement to be effective as of the Effective Date.



**Blazestack Inc.**

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

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

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

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

**Goshen Fire Department**

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

Name: Anthony Powell

Title: Fire Chief

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

**SOFTWARE LICENSE AGREEMENT TERMS AND CONDITIONS****1. Definitions.** Capitalized terms have the meanings described in this section or in the body of the Agreement:

- (a) **“Annual Case Volume”** means maximum number of Cases entered into the system by Customer’s Users per year.
- (b) **“Case”** means one individual incident at a specific location.
- (c) **“Confidential Information”** mean all oral, electronic, or written non-public, proprietary information, including this Agreement, whether designated as confidential or not at the time of its disclosure that a reasonable person would know it was confidential or by its nature is clearly confidential information including, without limitation, information pertaining to the features, functionality, testing and performance of the Software, Feedback (defined in Section 6(c)), pricing information offered to Customer, personal information of Customer or any User, account username and password to the Software and the Website and/or credit card information.
- (d) **“Customer Data”** means all electronic data or information that Customer submits to the Software or is submitted on behalf of Customer as well as all Generated Data (defined in Section 2(b)), except to the extent of any data, information, or intellectual property owned by Blazestack or third-party.
- (e) **“Order Form”** means a Blazestack ordering document that references these Terms and Conditions, whether online or via a separate form.
- (f) **“Software”** means Blazestack’s proprietary fire investigation software accessible through the internet, that is intended for use in the investigation of fire.
- (g) **“Term”** means the period of Customer’s subscription to the Software as specified in an Order Form, unless terminated earlier under Section 7 (Term and Termination).
- (h) **“Third-Party Products”** means any products or services not developed by Blazestack.
- (i) **“User”** means a single, unique authorized individual of the Customer that uses the Software on Customer’s behalf.
- (j) **“User-Seat”** is a license for one User to use the Software.

**2. Software and Support.**

- (a) **Provision of Software.** Subject to Customer's compliance with the terms and conditions of the Agreement, Blazestack hereby grants Customer a non-exclusive, non-sublicensable, and non-transferable license to use the Software for the number of User-Seats specified on the Order Form during the Term, or if not specified a reasonable number of Users in the sole discretion of Blazestack.
- (b) **Use of Software.** Customer shall use the Software and the data generated by the Software ("**Generated Data**") only for fire investigation purposes.
- (c) **System Requirements.** Customer shall meet the minimum system requirements for access to the Software, currently set forth at the end of this Agreement but subject to change by Blazestack on a reasonable basis. Blazestack shall provide written notification to Customer for any changes to the minimum system requirements.
- (d) **Third-Party Products.** Blazestack may offer Customer the ability to use Third-Party Products with the Software, subject to Customer's agreement and compliance with any applicable terms and conditions for those Third-Party Products.

### **3. Responsibilities and Restrictions.**

- (a) **Blazestack Responsibilities.** Blazestack shall: (i) provide Customer with access to the Software in accordance with this Agreement and all applicable laws; and (ii) provide the Software with a minimum of 99.0% Uptime during any calendar month, except Blazestack shall have 2 business days to restore availability after any downtime. "**Uptime**" means the availability of the Software, excluding lack of availability due to Customer or third-party causes, downtime for maintenance, or a Force Majeure Event.
- (b) **Customer Responsibilities.** Customer shall: (i) use the Software in accordance with this Agreement and applicable laws; (ii) cooperate with Blazestack so that Blazestack can provide the Software; (iii) ensure Users to comply with this Agreement; (iv) prevent unauthorized access or use of the Software and promptly notify Blazestack if Customer discovers or reasonably believes any unauthorized access or use has occurred; (v) be responsible for the Customer Data including the accuracy, completeness, and legality of the Customer Data; (vi) create Reports in accordance with industry standards; (vii) ensure that any firewalls or other security measures are properly configured to allow Blazestack internet traffic on the necessary IP addresses and ports and; (viii) facilitate Users' access to \*.blazestack.com domains and ability to receive emails from \*@blazestack.com email addresses, and calibrate any ad blockers, pop-up blockers, content filters, or any other technologies that may interfere with Blazestack security or User usability, in order to enable proper functioning and delivery of the Software. Furthermore, the Customer is responsible for the results of the use of the Software, including any and all Reports, and hereby acknowledges to the Blazestack that (1) Customer is solely responsible for any such use of Report and (2) the Blazestack is not certifying or validating any portion of the Report.
- (c) **Restrictions.** Only Users may use the Software and only with the account credentials issued to that User by the Customer. Users may not share their account credentials. Customer shall not, and shall not permit any third party to: (i) use the Software beyond the scope of the license granted in this Agreement; (ii) use the Software only as expressly authorized under this Agreement; (iii) interfere with or disrupt the integrity or performance of the Software; (iv) rent,

lease, lend, sell, sublicense, assign, distribute, publish, transfer or otherwise make the Software available; (v) remove any title, trademark, copyright, or restricted rights notices or labels from the Software; (vi) modify or create a derivative work of the Software or any portion of the Software; (vii) reverse engineer, disassemble, decompile, decode, adapt or otherwise attempt to derive or gain access to the source code, object code or underlying structure or algorithms of the Software, in whole or in part; (viii) access or attempt to access or use the Software for purposes of competitive analysis of the Software or the development, provision, or use of a competing software service or product; or (ix) copy, record, screenshot, or otherwise capture any aspect of the Software in any medium without the prior written consent of Blazestack. For the avoidance of doubt, this Agreement does not give Customer or any User the right to copy or receive distribution any of the underlying component of the Software.

#### **4. Fees.**

- (a) **Fees.** Customer shall pay all fees specified in all Order Forms (“**Fees**”). Fees are quoted and payable in United States dollars and are non-refundable, except as described in Section 7 (Term and Termination). Acceptable forms of payment are limited to credit card, ACH, wire transfers and physical check, provided that Blazestack may change acceptable forms of payment upon thirty (30) days’ notice to the Customer. User-Seats purchased but not utilized during the Term are not eligible for refunds.
- (b) **Taxes.** Fees are exclusive of all taxes, including any applicable sales, excise, or use taxes (“**Taxes**”). Customer shall pay any Taxes directly or to Blazestack, as required by law. If Customer is exempt from paying Taxes, Customer shall provide Blazestack with a valid tax exemption certificate.
- (c) **Invoicing and Payment.** Blazestack shall invoice Customer according to the terms on the Order Form. Unless the Order Form states otherwise, Fees are due upon receipt of invoice (the “**Due Date**”). Customer shall provide Blazestack with complete and accurate billing and contact information and promptly notify Blazestack of any changes throughout the Term.
- (d) **Overdue Fees.** If Blazestack does not receive all Fees by the applicable Due Date, Blazestack may charge a late fee on the unpaid balance at the lesser of 1.5% per month or the maximum lawful rate, starting from the date the payment was due until the date paid. Customer shall also reimburse Blazestack for all reasonable costs incurred in collecting any amounts not paid when due, including any attorneys’ fees. Blazestack reserves all rights and available remedies to collect overdue Fees from Customer, including but not limited to suspending Customer’s access to the Software until all Fees are paid.

#### **5. Confidentiality.**

- (a) **Protection of Confidential Information.** Each party may have access to Confidential Information (“**Receiving Party**”) that is provided by the other party (“**Disclosing Party**”). Except to the extent required by Customer’s applicable public records law, each party shall hold Confidential Information in confidence and not, without the consent of the other, disclose it to a third party or use it for any purpose other than in performance of the Agreement. For the avoidance of doubt, the parties acknowledge and agree that this Agreement, including the

contents contained herein, may be disclosed pursuant to Customer's applicable public records law.

- (b) **Blazestack Confidential Information.** Blazestack Confidential Information shall include, without limitation, information pertaining to the features, functionality, testing, Feedback and performance of the Software, each of which shall be exempt from disclosure pursuant to Customer's applicable public records law.

## **6. Proprietary Rights.**

- (a) **Customer Ownership and Licenses.** Customer owns all rights, title and interest in and to Customer Data and Reports. During the Term, Customer grants Blazestack a worldwide, non-exclusive, royalty-free, non-sublicensable (except as needed to provide the Software), non-transferable (except as described in Section 11(e) (Assignment)) right to access and use the Customer Data to provide the Software to Customer and to monitor and improve the Software. Customer shall back up Customer Data during the Term and may not have access to the Customer Data via the Software after the Term.
- (b) **De-Identified Data.** Blazestack may collect, develop, create, extract, compile, synthesize, analyze and commercialize statistics, benchmarks, measures and other information based on Aggregated Data (collectively, "**De-Identified Data**"). De-Identified Data will be owned solely by Blazestack and may be used for any lawful business purpose. "**Aggregated Data**" means Customer Data that is: (i) anonymized and not identifiable to any person or entity; (ii) combined with the data of other customers or additional data sources; and (iii) presented in a way which does not reveal Customer's identity.
- (c) **Feedback.** If Customer provides Feedback, Customer grants to Blazestack sole and exclusive ownership of all intellectual property rights to any Feedback and results of the implementation or any such Feedback. "**Feedback**" means recommendations, suggestions, enhancement requests or any ideas, technology, developments, derivative works, or other intellectual property related to the Software or Blazestack.
- (d) **Reservation of Rights.** Blazestack and its licensors reserve all right, title and interest in and to the Software, including all related intellectual property rights, subject to the limited rights expressly granted in this Agreement. No other rights are granted to Customer by this Agreement, whether by implication, waiver, estoppel, or otherwise, to Customer or any third party any intellectual property rights or other right, title, or interest in or to the Software.

## **7. Term and Termination; Suspension.**

- (a) **Term.** The Term begins on the Effective Date and ends on the Termination Date. "**Termination Date**" means the earlier date of: (i) the expiration or termination of all Order Forms under this Agreement; or (ii) termination of this Agreement under this section.
- (b) **Automatic Renewal.** All subscriptions will renew for an additional 1-year term ("**Renewal Term**") at the prevailing list price at the time of such renewal unless either party receives

written notice of an intent not to renew at least 30 days before the end of the Term or Renewal Term.

- (c) **Termination for Cause.** A party may terminate this Agreement or any applicable Order Form: (i) if the other party is in material breach of this Agreement and fails to cure the breach within 30 days of receiving written notice from the non-breaching party; or (ii) if the other party becomes the subject of a petition in bankruptcy or any proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors. If Customer terminates due to Blazestack's breach, Customer's exclusive remedy is a pro-rata reimbursement of prepaid Fees covering the remainder of the Term after the Termination Date. If Blazestack terminates due to Customer's breach, Customer will pay any unpaid Fees covering the remainder of the Term after the Termination Date. Termination under this section will not relieve Customer of its obligation to pay any Fees owed for the period prior to the Termination Date.
- (d) **Suspension.** Notwithstanding anything to the contrary in this Agreement, Blazestack may temporarily suspend Customer's and User's access to any portion or all of the Software if: (i) Blazestack reasonably determines that (A) there is a threat or attack on the Software; (B) Customer's or any User's use of the Software disrupts or poses a security risk to the Software, Blazestack, or any customer or vendor of Blazestack; (C) Customer, or any User, is using the Software for fraudulent or illegal activities; (D) subject to applicable law, Customer has ceased to continue its business in the ordinary course, made an assignment for the benefit of creditors or similar disposition of its assets, or become the subject of any bankruptcy, reorganization, liquidation, dissolution, or similar proceeding; or (E) Blazestack's provision of the Software to Customer or any User is prohibited by applicable law; (ii) any vendor of Blazestack has suspended or terminated Blazestack's access to or use of any third-party services or products required to enable Customer to access the Software; or (iii) in accordance with Section 4(d) (any such suspension described in subclause (i), (ii), or (iii), a "**Software Suspension**"). Blazestack shall use commercially reasonable efforts to provide written notice of any Software Suspension to Customer and to provide updates regarding resumption of access to the Software following any Software Suspension. Blazestack shall use commercially reasonable efforts to resume providing access to the Software as soon as reasonably possible after the event giving rise to the Software Suspension is cured. Blazestack will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Customer or any User may incur as a result of a Software Suspension.

## **8. Warranties and Disclaimers; Indemnification.**

- (a) **Mutual Warranties.** Each party represents that it: (i) has the legal power to enter into this Agreement; (ii) will comply with all applicable laws in relationship to the provision and use of the Software during the Term; and (iii) will use reasonable efforts to avoid transmitting to the other party any harmful or malicious code, files, scripts, agents or programs.
- (b) **Warranty Disclaimer.** Blazestack does not make any representations that the functions performed by the Software will meet all of Customer's requirements, that the operation of the Software will be uninterrupted or error free, that all defects in the Software will be corrected, or that the Software will be available in all languages or all countries. THE SOFTWARE IS PROVIDED "AS IS." EXCEPT AS EXPRESSLY PROVIDED HEREIN, BLAZESTACK MAKES NO WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED,

STATUTORY OR OTHERWISE, AND SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. SPECIFICALLY, THIRD PARTY CONTENT AND TEST FEATURES ARE PROVIDED “AS IS,” EXCLUSIVE OF ANY WARRANTY. EACH PARTY DISCLAIMS ALL LIABILITY AND INDEMNIFICATION OBLIGATIONS FOR ANY HARM OR DAMAGES CAUSED BY ANY THIRD-PARTY NETWORKING OR HOSTING PROVIDERS OR THIRD-PARTY PRODUCTS.

- (c) **Indemnification.** To the extent allowed by law, Customer shall indemnify, defend, and hold harmless the Blazestack and its officers, directors, employees, agents, successors, and assigns against all losses arising out of or resulting from any third party claim, suit, action, or proceeding related to or arising out of or resulting from: (i) Customer’s (or its User’s) breach of any representation, warranty, covenant, or obligation under this Agreement, (ii) all matters related to any Report, (iii) the transmission of harmful or malicious code, files, scripts, agents or programs by or through Customer (or its Users), (iv) any intellectual property infringement or other matter resulting from the Customer’s Data, or (v) any acts or omissions of Customer (or its Users).

## **9. Limitation of Liability.**

- (a) **Limitation of Liability.** IN NO EVENT WILL EITHER PARTY’S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, EXCEED THE TOTAL AMOUNT PAID BY CUSTOMER HEREUNDER IN THE 12 MONTHS PRECEDING THE INCIDENT GIVING RISE TO THE LIABILITY. THE FOREGOING LIMITATIONS WILL NOT APPLY TO CUSTOMER’S PAYMENT OBLIGATIONS OR CUSTOMER’S WILLFUL MISCONDUCT, FRAUD, NEGLIGENCE, OR INDEMNIFICATION OBLIGATIONS.
- (b) **Exclusion of Consequential and Related Damages.** IN NO EVENT WILL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER PARTY FOR ANY LOST PROFITS OR REVENUES OR FOR ANY OTHER CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, COVER OR PUNITIVE DAMAGES, HOWEVER CAUSED, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, AND WHETHER THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING WILL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW.

## **10. Government Matters.**

- (a) **Terms for U.S. Government Customers.** This section applies only to Customers that are U.S. government entities subject to the cited regulations (“**U.S. Government Customers**”). The Software is a “commercial product” (as defined in 48 C.F.R. 2.101) and involves the use of “commercial computer software” and “commercial computer software documentation” (as used in 48 C.F.R. 12.212). All U.S. Government Customers acquire subscriptions to the Software



only as a “commercial product” and only with those rights that are granted to all other end-users pursuant to the terms and conditions of this Agreement, consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.72021 through 227.72024.

- (b) **Non-Discrimination.** Blazestack and the Customer covenant to conduct business in compliance with applicable federal non-discrimination laws.

## 11. General Terms.

- (a) **Dispute Resolution; Governing Law; Forum.** The parties shall first attempt to resolve any dispute through mediation. The parties shall jointly select a mediator and shall participate in good faith in the mediation process. The costs of the mediation process shall be shared equally by the parties. The mediation shall take place through virtual/online mediation. If the dispute is not resolved through mediation within 90 days from receipt by one party of the initial notice of the dispute from the other party, either party may proceed to court to seek resolution. Each party waives its right to a jury trial. The laws of the State of Texas govern this Agreement excluding that State’s choice-of-law provisions. Venue for any disputes that proceed to legal action shall take place in Travis County, Texas.
- (b) **Notices.** Notices under this Agreement must be in writing and will be considered given upon: (i) delivery by traceable courier or mail (delivery confirmation/ return receipt requested); or (ii) the second business day after sending by email. Notices to Blazestack should be sent to [notice@blazestack.com](mailto:notice@blazestack.com). Billing notices and notices relating to this Agreement will be sent to the contacts designated by Customer on the Order Form.
- (c) **Customer References.** During the Term, Blazestack may include Customer’s name, logo and success stories in Blazestack’s website, press releases, promotional and sales literature, and lists of customers.
- (d) **Force Majeure.** Neither party will be responsible for failure or delay of performance if caused by an event outside the reasonable control of the obligated party, including but not limited to an electrical, internet, or telecommunication change, or outage not caused by the obligated party; government restrictions; or illegal acts of third parties (“**Force Majeure Event**”). Each party will use reasonable efforts to mitigate the effect of a Force Majeure Event.
- (e) **Assignment.** Neither party may assign any of its rights or obligations under this Agreement without the other party’s prior written consent (not to be unreasonably withheld), except either party may assign this Agreement in its entirety without the other party’s consent to its affiliate or as part of a merger, acquisition, corporate reorganization, or sale of all or substantially of all its assets.
- (f) **Relationship of the Parties.** The parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties.
- (g) **Waiver.** No failure or delay by either party to exercise any right under this Agreement will constitute a waiver of that right, unless expressly stated in this Agreement.

- (h) **Severability.** If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the provision will be modified to the minimum extent necessary to make it enforceable. The provision will be disregarded only if such modification is not possible or is prohibited by law. The remaining provisions of this Agreement will remain in effect.
- (i) **Order of Precedence.** If there is a conflict or inconsistency between any Order Form and the terms and conditions of this Agreement (including any Exhibits), the terms of the Order Form shall govern.
- (j) **Entire Agreement; Amendment.** This Agreement, including the Order Form, constitutes the entire agreement between the parties with respect to the subject matter set forth herein, and supersedes all prior and contemporaneous agreements, proposals, or representations, written or oral, concerning its subject matter. No terms, provisions, or conditions of any purchase order, acknowledgement, addendum, rider, check, clickwrap or clickthrough arrangement, or other business form that Customer may use in connection with the acquisition or licensing of the Software will have any effect on the rights, duties, or obligations of the parties under this Agreement, regardless of any failure of Blazestack to object to such terms, provisions, or conditions. The parties hereto represent and warrant that they have the necessary capacity and authority to agree to and enter into this Agreement. As used in this Agreement, the terms “including,” “include,” and “includes” are not limiting and shall be deemed to be followed by the phrase “without limitation.” Use of the terms “hereunder,” “herein,” “hereby,” and similar terms refer to this Agreement. No modification, amendment, or waiver of any provision of this Agreement shall be effective unless in writing and signed by both parties hereto. This Agreement may not be amended, supplemented, or otherwise modified by handwritten notes, annotations, strike-outs, or other markings on the document and any such markings or changes shall be void and of no force and effect.
- (k) **Headings.** Headings are for reference only and do not affect the meaning or interpretation of this Agreement.
- (l) **Counterparts.** This Agreement may be executed in one or more counterparts. Each counterpart is an original. All counterparts together form one document.
- (m) **System Requirements.** Customer shall meet the minimum system requirements for access to the Software: Google Chrome™: Version 97 to most current; Microsoft® Edge® Version 96 to most current; Mozilla® Firefox®: Version 96 to most current; and Apple® Safari®: Version 15 to most current.



## **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)

December 11, 2025

To: Board of Public Works and Safety

From: Christina M. Bonham, Paralegal

Subject: Agreement with Jones Petrie Rafinski for Professional Services for Conceptual Streetscape Master Plan for Restaurant Row

It is recommended that the Board approve and authorize Mayor Leichty to execute the attached Agreement with Jones Petrie Rafinski to allow the City to enter into an agreement for Professional Services for Conceptual Streetscape Master Plan for Restaurant Row, which is more particularly described in attached Exhibit A – Contractor's Proposal.

The total cost for this project are comprised of Fifty Thousand Dollars (\$50,000).

### **Suggested Motion:**

Approve and authorize Mayor Leichty to execute the attached Agreement with Jones Petrie Rafinski to allow the City to enter into an agreement for Professional Services for Conceptual Streetscape Master Plan for Restaurant Row.

## **AGREEMENT WITH JONES PETRIE RAFINSKI**

### **PROFESSIONAL SERVICES FOR CONCEPTUAL STREETSCAPE MASTER PLAN FOR RESTAURANT ROW**

THIS AGREEMENT is entered into on December \_\_\_\_\_, 2025, which is the date of the last signature set forth on the signature page, by and between **Jones Petrie Rafinski** (“Contractor”), whose mailing address is 325 S. Lafayette Blvd., South Bend, IN 46601, and **City of Goshen, Indiana** (“City”), a municipal corporation and political subdivision of the State of Indiana acting through the Goshen Board of Public Works and Safety.

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

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

- (A) This Agreement shall include these terms and conditions, as well as the terms and conditions set forth in the Contractor’s Proposal dated October 20, 2025, and attached to this Agreement as Exhibit A.
- (B) Any inconsistency or ambiguity in this Contract shall be resolved by giving precedence in the following order:
  - (1) This Agreement, and Amendments; and
  - (2) Contractor’s Proposal dated October 20, 2025, attached to this Agreement as Exhibit A.

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

Contractor shall provide City the services for the professional services for conceptual streetscape master plan for restaurant row, which services are more particularly described in Contractor’s October 20, 2025, proposal attached as Exhibit A (hereinafter referred to as “Duties”).

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

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

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

- (D) Contractor anticipates all Duties will require approximately 90-120 days, with construction documents to be prepared over the winter positioning the project for spring construction of the short-term improvements.

#### **Section 4. Compensation**

- (A) City agrees to compensate Contractor the sum of Fifty Thousand Dollars (\$50,000) for performing all Duties.
- (B) Contractor compensation for Duties more particularly described as follows:
- |                                |                      |
|--------------------------------|----------------------|
| Topographic Survey.....        | Lump Sum of \$13,500 |
| Site Inventory & Analysis..... | Lump Sum of \$6,500  |
| Conceptual Development.....    | Lump Sum of \$18,000 |
| Final Master Plan .....        | Lump Sum of \$12,000 |

#### **Section 5. Payment**

- (A) City shall pay Contractor for Duties satisfactorily completed under this agreement as Duties progress.
- (B) Contractor shall submit to City a detailed invoice upon completion of the Duties to the following address, or at such other address as City may designate in writing:
- City of Goshen  
c/o Goshen Engineering Department  
204 East Jefferson Street, Suite 1  
Goshen, IN 46528  
Email is also acceptable at [engineering@goshencity.com](mailto:engineering@goshencity.com)
- (C) Provided there is no dispute on amounts due, payment will be made to Contractor within forty-five (45) days following City's receipt of a detailed invoice for all Duties satisfactorily completed. If any dispute arises, the undisputed amount will be paid. Payment is deemed to be made on the date of mailing the check.
- (D) Contractor is required to have a current W-9 form on file with the Goshen Clerk-Treasurer's Office before City will issue payment.

#### **Section 6. Ownership of Documents**

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

## **Section 7.    Licensing/Certification Standards**

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

## **Section 8.    Independent Contractor**

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

## **Section 9.    Non-Discrimination**

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

## **Section 10.    Employment Eligibility Verification**

- (A) Contractor shall enroll in and verify the work eligibility status of all Contractor's newly hired employees through the E-Verify program as defined in Indiana Code § 22-5-1.7-3. Contractor is not required to participate in the E-Verify program should the program cease to exist. Contractor is not required to participate in the E-Verify program if Contractor is self-employed and does not employ any employees.
- (B) Contractor shall not knowingly employ or contract with an unauthorized alien, and contractor shall not retain an employee or continue to contract with a person that the Contractor subsequently learns is an unauthorized alien.
- (C) Contractor shall require their subcontractors, who perform work under this contract, to certify to the Contractor that the subcontractor does not knowingly employ or contract with an unauthorized alien and that the subcontractor has enrolled and is participating in the E-Verify program. Contractor agrees to maintain this certification throughout the duration of the term of a contract with a subcontractor.



- (D) City may terminate the contract if Contractor fails to cure a breach of this provision no later than thirty (30) days after being notified by City of a breach.

### **Section 11. Contracting with Relatives**

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

### **Section 12. No Investment Activities in Iran**

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

### **Section 13. Indemnification**

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

### **Section 14. Insurance**

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

- (4) Professional Liability - Combined Bodily Injury and Property Damage, \$1,000,000 each occurrence and aggregate
- (5) Excess Umbrella Coverage - \$4,000,000 each occurrence

### **Section 15. Force Majeure**

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

### **Section 16. Default**

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

- (7) The contract or any right, monies or claims are assigned by Contractor without the consent of the City.

### **Section 17. Termination**

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

### **Section 18. Notice**

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

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

Contractor: Jones Petrie Rafinski  
Attention: Austin R. Blomeke, PLA  
325 S. Lafayette Blvd.  
South Bend, IN 46601

### **Section 19. Subcontracting or Assignment**

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

### **Section 20. Amendments**

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

## **Section 21. Waiver of Rights**

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

## **Section 22. Applicable Laws**

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

## **Section 23. Miscellaneous**

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

## **Section 24. Severability**

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

## **Section 25. Binding Effect**

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

**Section 26. Entire Agreement**

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

**Section 27. Authority to Execute**

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

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

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

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

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

**Jones Petrie Rafinski**



\_\_\_\_\_  
Printed: **Andrew Cunningham**

Title: **Principal**

Date Signed: **12/09/25**



Land Surveying · Civil Engineering · Planning · Architecture · Project Funding · GIS · Environmental · Renewable Energy · Landscape Architecture

October 20, 2025

City of Goshen  
205 S 5<sup>th</sup> Street  
Goshen, IN 46528

**RE: ~~PROJECT SERVICES AGREEMENT~~  
PROFESSIONAL SERVICES FOR CONCEPTUAL STREETSCAPE MASTER PLAN FOR RESTAURANT ROW**

Dear Mayor Leichty:

~~Thank you for contacting Jones Petrie Rafinski, Corp. ("JPR") to provide design services. JPR is pleased to present this Project Services Agreement ("Agreement") to the City of Goshen ("Client") to provide professional services for a master plan for the "Restaurant Row" streetscape master plan. We have prepared this Project Services Agreement to match the scope of the work as we understand it.~~

#### **Project Understanding:**

The City of Goshen is seeking to develop a master plan for the 100 block of East Lincoln Avenue in downtown Goshen. This block is a key destination in the city center, home to multiple restaurants with additional dining options located nearby. The City's vision is to reimagine this block as a more pedestrian-oriented corridor that supports outdoor dining, enhanced bicycle access, and a lively downtown atmosphere.

To achieve this, the project will require a reduction in vehicular lanes and parking in order to expand pedestrian space and incorporate bicycle lanes as a viable alternative transportation option. While some on-street parking would be reduced, adjacent surface parking lots exist and could be better utilized with improved wayfinding signage to direct visitors. This block is uniquely positioned between two anchors: the Pumpkinvine Trail to the east and Goshen Brewing Company to the west, creating a natural connection point that already draws bicyclists and pedestrians through the area. In addition, opportunities exist to activate adjacent alleyways, further expanding public space, improving connectivity, and creating new areas for outdoor dining, events, and art.

It is understood that both a traffic study and parking assessment have been completed by the City, demonstrating that a lane reduction and loss of parking can be accommodated without significant impacts. The planning effort will explore two solution tracks: one focused on short-term, lower-cost strategies to create immediate impact, and a second envisioning a long-term, full build-out plan with more permanent streetscape and infrastructure improvements.

This project represents a strategic investment in downtown Goshen, creating a vibrant, welcoming environment that aligns with broader community goals of supporting local business, improving multimodal connectivity, and enhancing the quality of public space.

Site design, Surveying, Civil Engineering, and Landscape Architecture, services are required to complete the proposed improvements.

The following are the tasks that JPR will perform.



### **Topographic Survey:**

JPR will perform a topographic survey within the attached project limits to facilitate full and accurate site design.

This work will include:

- Establish both horizontal and vertical control throughout the project limits utilizing both GPS survey grade equipment as well as conventional survey equipment.
- Request utility locates per the Indiana 811 Call Before You Dig call center. Please note that the utilities that will be marked by this company do not include any private utilities. Should private utilities exist within the project limits it may be necessary to contact a private utility locating company to have these lines marked in the field. Fees associated with a private utility locating company are not a part of this proposal.
- Correspondence with utility companies to facilitate the locate process. This may include requesting record utility information, so the location of the utilities may be graphically depicted on the drawings.
- Collecting the topographic information within the project limits, including but not limited to, water, sanitary and storm structures, edges of pavement and curb lines, building corners, observed utilities, trees and spot elevations.
- Collecting invert information for the sanitary and storm structures within the project limits. Invert measurements made on storm and sanitary structures will be made from above ground only, utilizing methods that do not require confined space entry apparatus, such as ventilation and extraction equipment.
- Perform research to acquire subdivision plats, prior surveys, and roadway plans.
- Preparing a CAD drawing of the existing site conditions that will include a surface model with contours for design purposes.

Our procedure for underground utilities is to call for locates by IUPPS. They will mark public underground utilities with flags or paint. Utility lines will be shown based upon field evidence located during our field investigation and per plans and markings provided by the owner, utility companies, or their representatives. We have no control over the adequacy or accuracy of IUPPS's markings. We cannot certify that all utilities required are available.

*Deliverables:* Topographic Survey, Existing AutoCAD base file

### **Site Inventory & Opportunity Analysis:**

The design team will build a clear understanding of existing conditions along East Lincoln Avenue and the surrounding downtown context. This effort will combine a review of prior studies and codes with on-site documentation, utility research, and stakeholder input. Key opportunities and constraints will be identified to establish a foundation for design alternatives and consensus-building with the Steering Committee.

Focus areas will include:

- On-site observation and documentation
- Review of past studies and planning documents including traffic, parking and zoning code
- Analysis of existing conditions: vehicular and pedestrian access, utilities (water, wastewater, storm, electric), setbacks, environmental constraints, adjacent land uses, and existing street/sidewalk cross section
- Identification of historic or character-defining buildings
- Comparable study areas
- Support in exploring and establishing a Designated Outdoor Refreshment Area (DORA) district

*Deliverables:* Baseplan File, Draft & Final Inventory and Opportunity Analysis

### **Conceptual Development:**

Following the completion of the inventory and analysis, JPR will develop up to two (2) conceptual streetscape designs for the 100 block of East Lincoln Avenue. These concepts will specifically focus on creating a more pedestrian-oriented corridor, expanding opportunities for outdoor dining, enhancing bicycle access, and establishing this as a destination between the Pumpkinvine Trail and Goshen Brewing Company. Each concept will explore both short-term, lower-cost strategies for immediate impact and a longer-term, full build-out plan for permanent improvements.

This effort will include:

- Development of up to two (2) initial concepts including plan view renderings, cross sections, and example materials
- Material, furnishings, and lighting selections
- High-level cost estimating for each concept to evaluate feasibility and assist with decision-making
- Presentation of initial concepts to the Steering Committee for review and input
- Refinement of concepts based on Steering Committee feedback
- Targeted outreach limited to adjacent business owners, including a workshop to gather feedback and build consensus
- Summary of stakeholder input and incorporation into concept refinement

*Deliverables: Preliminary Master Plans (Up to 2 Concepts), Preliminary Cost Estimates*

### **Final Master Plan:**

Upon selection of a preferred concept, the JPR team will prepare a final streetscape master plan for the 100 block of East Lincoln Avenue. The plan will clearly illustrate both short-term strategies for immediate, lower-cost improvements and a long-term vision for a full build-out. Final deliverables will provide the City with an actionable and visually compelling plan that can guide implementation and funding efforts.

The final recommendations will include:

- Two (2) final master plan renderings – short-term and long-term visions
- Final cross sections illustrating street and sidewalk configurations
- Material palette for paving, furnishings, lighting, and landscape elements
- Final high-level cost estimates for short-term and long-term solutions
- Presentation of the final concept to the Steering Committee

*Deliverables: Final Conceptual Master Plan, Final Conceptual Plan Estimate*

### **Future Services (Engineering, Bidding, And Construction Administration)**

Following completion of the master plan and determination of a final project scope, JPR will prepare a separate proposal for Engineering Services. This will include preparation of construction documents, bidding assistance, and construction administration to support the successful implementation of the project.

### **Anticipated Timeline:**

JPR anticipates the master planning process will require approximately 90–120 days. This schedule allows construction documents to be prepared over the winter, positioning the project for spring construction of the short-term improvements.

### **Compensation:**

The lump sum fee to provide the tasks outlined above is as follows:

**City of Goshen – Restaurant Row Master Plan**

Task #	Task Name	Fee
120	Topographic Survey	\$13,500
220	Site Inventory & Analysis	\$6,500
230	Conceptual Development	\$18,000
300	Final Master Plan	\$12,000
<b>Total</b>		<b>\$50,000</b>

JPR may adjust its fee schedule each year, on a January 1st to December 31st cycle. The Standard Hourly Rates may be increased by up to 5% annually to reflect equitable changes in the compensation payable to Engineer.

This Agreement represents an offer to perform services. If this offer is not accepted by returning a fully executed copy of this Agreement to JPR within 45 days of the date of this proposal, the offer to perform services as described herein will expire and be deemed to have been revoked.

**Clarifications:**

Please be advised that the services and fees quoted above do not include the following activities:

- Out-of-scope services are not included in this proposal but can be provided as an Additional Service at our standard hourly rates (work will not commence on any out-of-scope services unless and until approved by the client).
- Variance petition
- Construction Documents (future phase)
- Traffic study
- Easement Services
- 3D Perspective renderings of the final concept (can be added for additional fee)
- Master Plan booklet incorporating the process, concepts, and recommendations (can be added for additional fee)
- Project branding

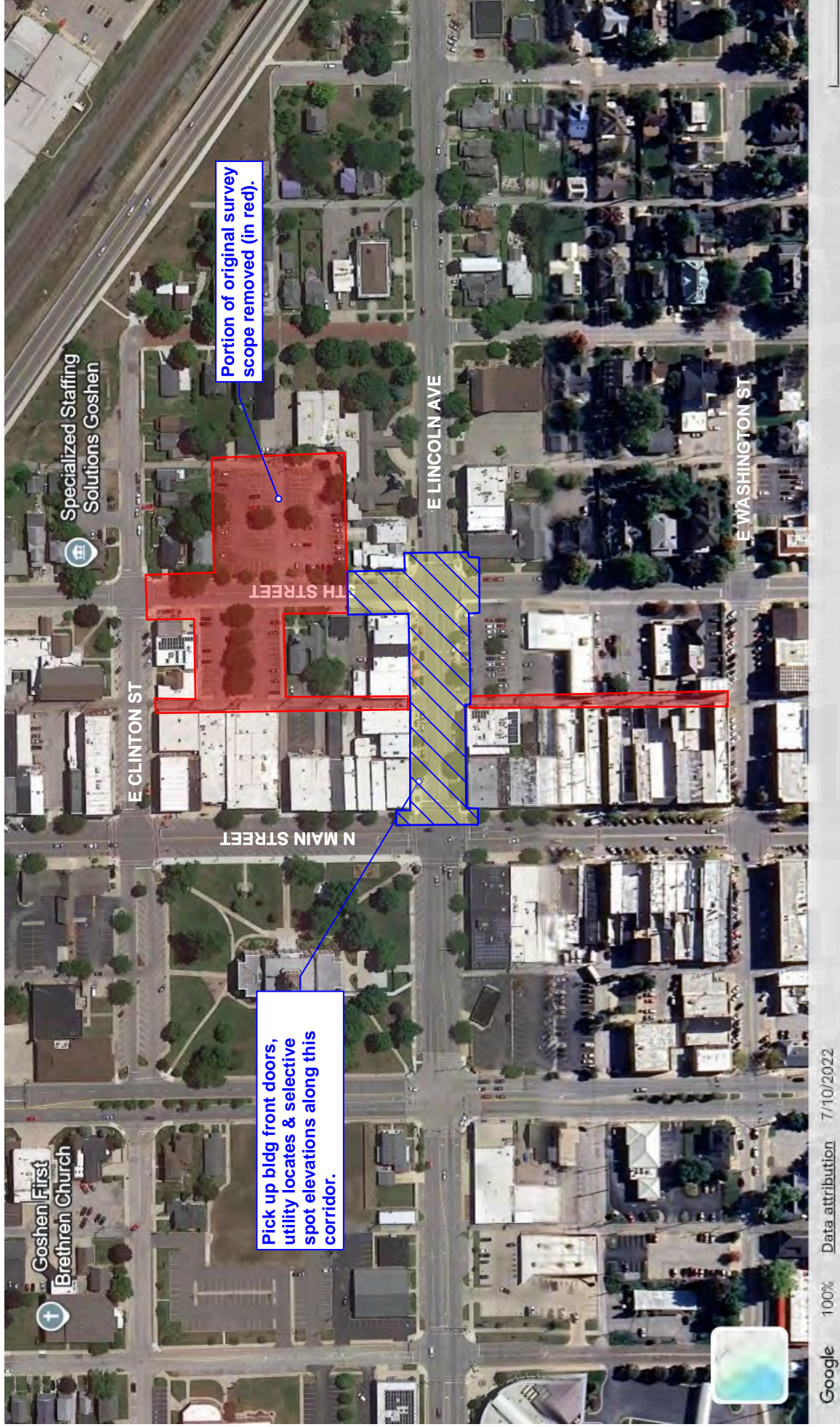
~~Thank you again for the opportunity to provide you with this Project Services Agreement. Should you have any questions regarding this Agreement we would be pleased to discuss. Please indicate your acceptance of this Project Services Agreement including the attached Schedule of Charges and General Conditions by signing and returning one copy for our records. We look forward to working with you on this exciting project.~~

Sincerely,



Austin R. Blomeke, PLA  
Landscape Architect





## RESTAURANT ROW STREETSCAPE MASTER PLAN



PROJECT LIMITS  
OCTOBER 2025  
©2025 JPR All Rights Reserved

**\*\*\*REQUEST\*\*\***

**DATE: Thursday, December 11, 2025**

**TO: GOSHEN BOARD OF WORKS**

**FROM: GOSHEN WATER & SEWER  
KELLY SAENZ**

**RE: UNPAID FINAL ACCOUNTS**

The original amount of unpaid final Water/Sewer accounts for this period was **\$5,032.05**  
Collection letters were sent out and payments of **\$1,342.96** had been collected.

The uncollected amount equals **\$3,689.09**

Therefore I am requesting to move our uncollected finaled accounts from active to Collection,  
Sewer Liens and Write offs.

These are accounts for the most part were finaled thru **Wednesday, October 1, 2025**

**WATER: \$2,005.72**

**SEWER: \$1,683.37**

## **TOTALS**

REPORT TOTAL		\$5,032.05
BPS TOTAL	<b>\$1,994.03</b>	\$3,038.02
COUNTY TOTAL	<b>\$1,671.42</b>	\$1,366.60
W-WRITE OFF	<b>\$11.69</b>	\$1,354.91
S-WRITE OFF	<b>\$11.95</b>	\$1,342.96
PAYMENT TOTAL	<b>\$1,342.96</b>	\$0.00
AGREEMENT TOTAL	<b>\$0.00</b>	\$0.00





**Engineering Department  
CITY OF GOSHEN**

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

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

## MEMORANDUM

TO: Goshen Board of Public Works & Safety

FROM: Goshen Engineering

RE: **WWTP DIGESTER #1 COVER REPLACEMENT  
(JN: 2024-0025)**

DATE: December 11, 2025

---

On November 6, 2025, we received proposals for the above referenced project. The project will replace the torn dual membrane cover on Digester #1 at the Wastewater Treatment Plant. This digester is currently out of commission, reducing the amount of methane gas that can be recovered during the sewage treatment process. As a result, the plant must purchase natural gas. The itemized bid tab is summarized here and attached for your reference.

<b>R. Yoder Construction</b>	<b><u>\$678,915.00</u></b>
Thieneman Construction	\$823,000.00
Reynolds Construction	\$887,000.00

The Engineering Department is requesting that the Board of Public Works and Safety officially award the contract to R. Yoder Construction as the lowest responsive and responsible bidder.

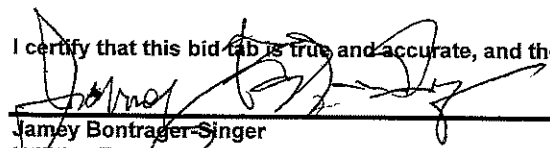
A portion of this project will be paid with remaining funds (approximately \$382,500) from an existing SRF loan to the City of Goshen, Project No. WW18102004 dated March 26, 2020. We request the contract be awarded pending receipt of a Contract Award Approval Letter from the SRF which is expected in the next two weeks.

**Requested Motion: Approve signing the Agreement with R. Yoder Construction, pending receipt of a contract award approval letter from the Indiana SRF for the WWTP Digester #1 Cover Replacement project in the amount of \$678,915.00.**

WWTP Anaerobic Digester No. 1 Dual Membrane Cover Replacement Project - JN: 2024-0025  
MATERIAL BID TAB  
BID DUE DATE - November 6, 2025

Item No.	Description	R. Yoder Construction		Thieneman Construction		Reynolds Construction	
		Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
1	Base Proposal	\$678,915.00	\$678,915.00	\$823,000.00	\$823,000.00	\$887,000.00	\$887,000.00
2	Alternate	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
3	Alternate	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

I certify that this bid tab is true and accurate, and the contractors submitted all the required bid information.

  
Jamey Bontrager-Singer  
Utilities Engineer  
City of Goshen

**CITY OF GOSHEN, INDIANA**

**CONTRACT**

**FOR**

**PROJECT: WWTP Anaerobic Digester No. 1 Dual Membrane Cover Replacement Project**

**PROJECT NUMBER: 2024-0025**

THIS CONTRACT ("Contract") is entered into on December \_\_\_\_\_, 2025, which is the date of the last signature set forth on the signature page (the "Effective Date"), by and between **R. Yoder Construction, Inc.** ("Contractor"), whose address is 27453 County Road 150/P.O. Box 69, Nappanee, IN 46550, and **City of Goshen, Indiana** ("City"), a municipal corporation and political subdivision of the State of Indiana acting through the Goshen Board of Public Works and Safety.

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

**1. Scope of Work.**

- (A) Contractor shall provide all services necessary for the above referenced project (hereinafter referred to as "Project") in accordance with the Specifications that are made a part of and attached to this Contract. The Project includes but is not limited to the replacement of the Wastewater Treatment Plant's anaerobic digester no. 1 dual membrane cover, associated air supply fans and pressure control valves, and other related work as required by the Project specifications and plans included in the Specifications and Contract Documents.
- (B) For the purposes of this Contract and the attached Specifications, all services to be performed by Contractor for the Project shall be referred to as the "Work." The Work includes, but is not limited to, providing all supervision, labor, materials, equipment, tools, transportation, services, and other components necessary for the successful completion of the Project in a timely, professional, and workmanlike manner, including any incidentals whether or not specifically called for in the Specifications.
- (C) Contractor agrees to execute the Work by following and applying at all times the highest professional and technical guidelines and standards.

**2. Component Parts of this Contract.**

- (A) This Contract shall include the terms and conditions set forth herein, as well as the terms and conditions set forth in the following component parts which are specifically incorporated into this Contract by reference:
  - (1) City of Goshen, Indiana Specifications and Contract Documents for the Project, including addenda, if any, and the Project Manual incorporated hereto by reference.
  - (2) Contractor's proposal to perform the Work for the Project as submitted to City, including the Project Proposal Form and all submittals and attachments prepared by Contractor.
  - (3) Notice to proceed issued by City to Contractor.
  - (4) Amendments and/or change orders that may be subsequently executed by City and Contractor.
  - (5) Contractor's performance bond, payment bond, and maintenance bond, if any.
  - (6) Contractor's certificate of insurance.
- (B) Any conflict, inconsistency or ambiguity in this Contract and any of the component parts shall be resolved by giving precedence in the following order:
  - (1) This Contract, any subsequent amendments and/or change orders;

- (2) The City of Goshen Specifications and Contract Documents, including addenda, if any and the Project Manual incorporated hereto by reference;
- (3) Contractor's proposal to perform the Work for the Project as submitted to City; and
- (4) City's (and/or City's authorized representative's) written determination to resolve a conflict, inconsistency or ambiguity existing in this Contract and any of the component parts.

3. **Duties of Contractor.**

- (A) Contractor shall provide all supervision, labor, materials, equipment, tools, transportation, services, and other components necessary for the successful completion of the Project in a timely, professional, and workmanlike manner, including any incidentals whether or not specifically called for in these documents or any incorporated documents.
- (B) In accordance with Indiana Code § 5-16-13-9, Contractor, as a tier 1 contractor as defined by Indiana Code § 5-16-13-4(1), agrees that not less than fifteen percent (15%) of the total Contract price, as determined at the time the Contract is awarded, will be contributed by work performed by Contractor's employees, materials supplied directly by Contractor, and/or services supplied directly by Contractor's employees.
- (C) Contractor is responsible for ensuring that all contractors in any contractor tier that are performing some part of the work on, supplying some of the materials for, or supplying a service for the Project are also in compliance with all statutory requirements set forth in Indiana Code § 5-16-13 et seq. and all applicable provisions of the Specifications and Contract Documents and this Contract.
- (D) Contractor agrees to comply with all state and federal statutory requirements applicable to this contract including but not limited to those discussed in the Required Contract Provisions Related to Davis-Bacon Act and Related Acts. Failure to comply with any such statutory requirements will constitute a material breach of this contract and may result in the awarding agency taking one or more of the following actions:
  - (1) Reference of suspected violations of state law to appropriate law enforcement agencies; and/or;
  - (2) Rescind or void the contract; and/or
  - (3) Invoke all other legal and equitable remedies available.
- (E) Contractor and its Subcontractors agree to fully cooperate with Owner's efforts to investigate and verify compliance with the prevailing wage laws. Such cooperation shall include, but not limited to, permitting on-site questioning of employees of the Contractor or Subcontractor and reasonable access for inspection of all relevant records of the Contractor or Subcontractor.
- (F) A copy of the wage determinations shall be posted by Contractor in a prominent place at the site of the Work where it can be easily seen by the employees.
- (G) Certified weekly payrolls are required to be completed and submitted to the SRF Participant and to SRF, or any consultant retained by SRF for the purpose of labor standards and job reporting services. Certified Weekly Payrolls will be prepared and submitted using U.S. Department of Labor Form WH-347 ("Davis-Bacon and Related Acts Weekly Certified Payroll Form") or in an

equivalent format.

- (H) Davis-Bacon Wage/Fringe Benefit Certification - Every contractor and subcontractor furnishing work on the Project shall complete a Wage/Fringe Benefit Certification on the form approved by the Indiana Finance Authority and submit this certification to the Labor Standards Administrator prior to commencing work on the Project. The Contractor shall require the substance of this provision to be included in all contracts with subcontractors. The certification form is shown in this Section.
- (I) The contractor and his subcontractors shall not discriminate against any employee or applicant for employment to be employed in the performance of this contract, with respect to his 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, or ancestry. Breach of this covenant may be regarded as a material breach of the contract.
- (J) Wage determinations: Contractor shall use the latest Davis Bacon Wage Determination IN202500006 that is effective on the bid date for determining the prevailing rate(s) of hourly wage applicable to this Contract. The wage rate schedule(s) cannot be altered during the time the Contract is in force. The wage schedule is the one effective on the date of advertisement and may be updated prior to the bid date. The wage rate schedule can be found online at [www.sam.gov](http://www.sam.gov). The wage rate schedule effective on the date of bid opening shall become part of the Contract Documents.

4. **Effective Date; Term.**

- (A) The Contract shall become effective on the date of the last signature of the authorized representatives of both the Goshen Board of Public Works and Safety and Contractor (the "Effective Date").
- (B) This Contract will remain in effect until the Contractor has satisfactorily completed all required Work. The Contract may be terminated earlier in accordance with the termination provisions.
- (C) Contractor shall begin Work within fourteen (14) calendar days after receiving a written notice to proceed from City.
- (D) Contractor shall carry out all Work expeditiously with adequate work forces and shall substantially complete the Project by February 5, 2027. Milestones for this project are as follows:
  - (1) Milestone #1: All work to remove and replace the existing dual membrane cover for Anaerobic Digester No. 1 including replacement of Air Supply Fan No. 3 and its associated pressure gauge and check valve plus Air Pressure Control Valve No. 1 and its pressure gauge is to be completed and ready for leakage testing and system demonstration of the digester dual membrane cover system within forty-two (42) calendar days of the Owner issuing a notice to proceed for removal and replacement field work.
  - (2) Milestone #2: All work to replace Air Supply Fan No. 1, Air Pressure Control Valve No. 2, their associated pressure gauges, and check valve for this fan shall be completed and ready for a system demonstration within seven (7) calendar days of the Owner issuing a notice to proceed for this work.
  - (3) Milestone #3: All work to replace Air Supply Fan No. 2, its associated discharge pressure gauge, and check valve for this fan shall be completed and ready for a system demonstration of Air Supply Fan No. 2 within seven (7) calendar days of initiating the replacement work.

“Substantial completion” or “substantially complete” refers to the date when the Work is sufficiently complete in accordance with the Specifications and Contract Documents, as may be modified by any written and approved amendments or change orders, and the Project is available for its intended use or purpose.

- (E) If Contractor does not substantially complete the Project within the time period and milestones set forth in paragraph (D), City will incur damages. The parties acknowledge that it will be difficult or impossible to quantify, ascertain and prove the actual damages sustained by City in the event of and by reason of such delay. Therefore, the parties agree that, in the event that the Project is not substantially completed within the time period and milestones set forth in paragraph (D), in lieu of actual damages, the City of Goshen shall be entitled to deduct from the amounts due to Contractor, or Contractor shall pay to the City of Goshen, the sum of One Thousand Dollars (\$1,000) per day as liquidated damages and not as a penalty for each calendar day the substantial completion of the Project is delayed.

**5. Compensation.**

- (A) City shall pay Contractor for the performance of the Work under this Contract the total Project cost of Six Hundred Seventy Eight Thousand Nine Hundred Fifteen Dollars (\$678,915.00) as set forth in Contractor's Project Proposal Form, a copy of which is attached to this Contract.
- (B) Contractor will be responsible for all expenses incurred in the performance of Work under this Contract. Compensation paid to Contractor is in full consideration for any Work performed and any expenses incurred while performing said Work.

**6. Payment and Retainage.**

- (A) City shall compensate Contractor as Work on the Project progresses, based on the dollar value of Work satisfactorily completed in accordance with the unit prices set forth in Section 5, Compensation. All progress payment amounts shall be subject to the City's verification of actual quantities.
- (B) In accordance with Indiana Code § 36-1-12-13.1 and 14, City shall withhold payment of money in a sufficient amount to pay the subcontractors, laborers, material suppliers, and those furnishing services or three percent (3.0%) of the dollar value of all Work satisfactorily completed, whichever is greater, until the Project is substantially complete. Upon substantial completion, if minor items remain uncompleted, an amount computed under Indiana Code § 36-1-12-14(f) shall be withheld until those items are completed. The retainage shall be held either by City or placed in an escrow account with a bank, savings and loan institution or the state as the escrow agent.
- (C) Contractor shall submit a detailed invoice(s) itemizing the Work satisfactorily completed no more frequently than once every thirty (30) days. The invoices shall be submitted to City for review and acceptance to the following address, or at such other address as City may designate in writing:

City of Goshen Engineering Department  
204 East Jefferson Street, Suite 1  
Goshen, IN 46528  
Email: [Engineering@goshencity.com](mailto:Engineering@goshencity.com)

- (D) In addition, Contractor shall submit proof to City that Contractor has paid all subcontractors, material suppliers, laborers, and those furnishing services for this Project before final payment is made.
- (E) Except for a final payment as provided by subparagraph (1), City will process payment to Contractor within forty-five (45) days after receipt of a complete and detailed invoice, subject to City's review and acceptance. In the event of any dispute, City shall pay only the undisputed portion of the invoice. Payment shall be deemed made on the date of mailing the check.
  - (1) If the Project is for the construction, improvement, alteration, repair, or maintenance of a highway, street, road or alley, upon Contractor's completion of the Project in accordance



with the Specifications and Contract Documents, the final inspection and acceptance by City, and provided Contractor has submitted proof that Contractor has paid all subcontractors, material suppliers, laborers, or those furnishing services under this Contract, City shall pay Contractor the final payment within one hundred twenty (120) days after such completion, inspection, acceptance, and delivery of acceptable evidence. Final payment will not be made on any amounts that are in dispute.

- (F) As a condition of payment, all Work performed under this Contract must meet the City's reasonable satisfaction and comply with all requirements of the Specifications and Contract Documents. City shall have no obligation to pay for any Work determined to be unsatisfactory, defective, or inconsistent with the terms of this Specifications and Contract Documents.
- (G) Any payment made by City shall not relieve the obligation of Contractor to correct any unsatisfactory or defective Work, nor shall such payment constitute acceptance of any Work not in compliance with the Specifications and Contract Documents.
- (H) Contractor shall have a current W-9 form on file with the Goshen Clerk-Treasurer's Office before City will issue payment to Contractor.

**7. Payment Bond.**

- (A) Contractor agrees to provide City an approved payment bond equal to the contract price within fourteen (14) days after award of the Contract.
- (B) The payment bond is binding on Contractor, and a contractor in any contractor tier, and their successors and assigns for the payment of all indebtedness to a person for labor and services performed, material furnished, or services rendered. The payment bond must state that it is for the benefit of the subcontractors, laborers, material suppliers, and those performing services. The payment bond must specify that a modification, omission or addition to the terms and conditions of the Contract, plans, specifications, drawings or profile; a defect in the public work Contract; or a defect in the proceedings preliminary to the letting and award of the public work Contract does not discharge the surety.
- (C) The surety on the payment bond shall not be released until one (1) year after the date of the City's final settlement with Contractor.

**8. Performance Bond.**

- (A) Contractor agrees to provide City an approved performance bond equal to the contract price within fourteen (14) days after award of the contract.
- (B) The performance bond shall guarantee the faithful and proper performance of the Work in accordance with the Specifications and Contract Documents. The performance bond must specify that a modification, omission or addition to the terms and conditions of the Contract, plans, specifications, drawings or profile; a defect in the Contract; or a defect in the proceedings preliminary to the letting and award of the public work Contract does not discharge the surety.
- (C) The City shall not release the surety on the performance bond until one (1) year after the date of the City's final settlement with Contractor.

**9. Construction Schedule.**

- (A) After being awarded the Contract, Contractor shall update the proposed construction schedule that was submitted with the Contractor's Project Proposal Form for approval by City. Contractor agrees to adhere to the construction schedule so that the Project is completed on or before the substantial completion date.
- (B) If Contractor fails to adhere to the construction schedule, Contractor shall adopt other or additional means and methods of construction and commit additional labor, equipment and other resources as necessary to make up for the time lost and to assure completion of the Project on or before the substantial completion date.

- (C) Contractor agrees that no modification to the construction schedule is permitted that will delay the completion of the Project by the substantial completion date without a formal amendment to this Contract.

10. **Project Safety.**

- (A) Contractor shall be responsible for initiating, maintaining, supervising and enforcing all safety precautions and programs in connection with the Project, and shall comply with any protective measures indicated in these Specifications and Contract Documents and as required by local, state and federal rules and regulations.
- (B) Pursuant to Indiana Code § 36-1-12-20, if the performance of Work for this Project requires the creation of a trench of at least five (5) feet in depth, Contractor and/or any a contractor in any contractor tier shall perform such work in accordance with IOSHA regulations 29 CFR 1926, Subpart F, for trench safety systems. 29 CFR 1926, Subpart F, are incorporated into these Specifications and Contract Documents by reference. The cost for trench safety systems, if required, shall be paid for as a separate pay item, or if not a separate pay item, in the pay item of the principal work with which the safety systems are associated.

11. **Materials and Workmanship; Inspection.**

- (A) All equipment, goods, materials, and systems provided in the performance of this Contract shall be as specified in these Specifications and Contract Documents, be of the best grade and free of defects, and subject to the City's observation, inspection and testing.
- (B) In accordance with Indiana Code § 5-16-8-2 et seq., if any steel or foundry products are to be used or supplied in the performance of this Contract, Contractor shall use only steel or foundry products made in the United States unless the City has determined, in writing, that the cost of the steel or foundry products manufactured in the United States is considered unreasonable.
- (C) Upon request of City, Contractor shall furnish to City for approval full information concerning equipment, goods, materials, and systems that Contractor contemplates using in the Project.
- (D) City shall be afforded complete and unhindered access to the Work for observation, inspecting and testing. Contractor shall provide proper and safe conditions for such access.
- (E) City shall have the right to reject equipment, goods, materials, systems and/or workmanship and require the correction or replacement of equipment, goods, materials, systems or workmanship which are defective or do not conform to the requirements of the project specifications in these Specifications and Contract Documents. Contractor shall correct, at Contractor's expense, any defects, omissions or nonconformance after written notice from City.
- (F) In the event Contractor fails, refuses or neglects to correct any defects, omission or nonconformance, City may correct the same and Contractor agrees to pay on demand the cost and expense for making the correction.

12. **Warranty; Maintenance Bond.**

- (A) Contractor shall warrant all equipment, goods, materials, and systems furnished under this Contract to be new unless otherwise specified, and all workmanship to be of the highest quality, free from faults and defects, and to conform to the requirements of the project specifications in these Specifications and Contract Documents. This warranty period shall be as specified in the project specifications, or if no warranty period is specified, the warranty period shall be a minimum of one (1) year after substantial completion of the Project. This warranty shall survive any inspection, testing, acceptance, or payment by the City.
- (B) Under this guarantee, Contractor agrees to correct or replace without delay and at Contractor's expense, the equipment, goods, materials, systems or workmanship which are defective or do not conform to the requirements of the project specifications in these Specifications and Contract Documents.

- (C) Any work required as a result of erroneous site preparation due to the fault or negligence of Contractor shall also be provided by Contractor at no additional charge to City.
- (D) Contractor agrees to provide City an approved maintenance bond in an amount equal to ten percent (10%) of the contract price upon completion of the Project and acceptance by the City.
- (E) The maintenance bond shall guarantee that all equipment, goods, materials, and systems used and used in the Project and resulting workmanship are in accordance with the Specifications and Contract Documents. Contractor shall be responsible for removing and correcting all defects due to faulty or defective equipment, goods, materials, systems, and/or workmanship and shall pay for any damages to other work resulting therefrom which shall be discovered within the guarantee period.
- (F) The maintenance bond shall not be released until three (3) years after the acceptance of the Work by City.

13. **Independent Contractor.**

- (A) Contractor enters into this Contract, and will remain throughout the term of the Contract, as an independent contractor. This Contract does not in any way create any type of partnership, association, joint venture, or other business relationship. Contractor agrees that Contractor and any employees, agents or subcontractors of Contractor shall be under the sole and exclusive direction and control of Contractor, and such employees, agents or subcontractors are not and will not become employees, agents or subcontractors of City while this Contract is in effect.
- (B) Contractor shall be solely responsible for injury, including death, to any persons or damages to any property arising out of the acts or omissions of Contractor and/or Contractor's employees, agents or subcontractors.
- (C) Contractor shall provide all necessary unemployment and workers' compensation insurance, and any other insurance on Contractor and Contractor's employees, agents or subcontractors. Contractor is solely responsible for compliance with all federal, state and local laws regarding the reporting of compensation earned and the payment of all income taxes. City will not withhold from any compensation paid any amounts for federal, state or local income taxes.

14. **Non-Discrimination.**

- (A) In accordance with Indiana Code § 22-9-1-10, Contractor and all subcontractors shall not discriminate against any employee or applicant for employment to be employed in the performance of this Contract, with respect to the employee or applicant's hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of the employee or applicant's race, religion, color, sex, disability, national origin, or ancestry. Breach of this covenant may be regarded as a material breach of the Contract.
- (B) In accordance with Indiana Code § 5-16-6-1, the Contractor agrees:
  - (1) That in the hiring of employees for the performance of work under this Contract or any subcontract hereunder, no contractor, or subcontractor, nor any person acting on behalf of such contractor or subcontractor, shall, by reason of race, religion, color, sex, national origin or ancestry, discriminate against any citizen of the state of Indiana who is qualified and available to perform the work to which the employment relates;
  - (2) That no contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of work under this Contract on account of race, religion, color, sex, national origin or ancestry;
  - (3) That there may be deducted from the amount payable to Contractor by City under this Contract, a penalty of Five Dollars (\$5.00) for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of the Contract; and

- (4) That this Contract may be canceled or terminated by City, and all money due or to become due hereunder may be forfeited, for a second or any subsequent violation of the terms or conditions of this section of the Contract.

(C) This section shall also apply to a contractor in any contractor tier.

15. **Employment Eligibility Verification.**

- (A) In accordance with Indiana Code § 22-5-1.7 et seq., by execution of this Contract, Contractor affirms under the penalties for perjury that Contractor does not knowingly employ an unauthorized alien.
- (B) Contractor further agrees to enroll in and verify the work eligibility status of all newly hired employees through the E-Verify program as defined in Indiana Code § 22-5-1.7-3. Contractor is not required to participate in the E-Verify program should the program cease to exist. Contractor is not required to participate in the E-Verify program if Contractor is self-employed and does not employ any employees.
- (C) Contractor shall not knowingly employ or contract with an unauthorized alien, and Contractor shall not retain an employee or continue to contract with an individual that Contractor subsequently learns is an unauthorized alien.
- (D) Contractor shall require all subcontractors that perform work under this Contract to certify to Contractor that the subcontractor does not knowingly employ or contract with an unauthorized alien and that the subcontractor has enrolled and is participating in the E-Verify program. Contractor agrees to maintain this certification throughout the duration of the term of a contract with a subcontractor.
- (E) City may terminate the Contract if Contractor fails to cure a breach of this provision no later than thirty (30) days after being notified by City of a breach.
- (F) In accordance with Indiana Code § 5-16-13-11(1), before an individual who is required to be verified under Indiana Code § 22-5-1.7 begins Work on the Project, Contractor shall submit to City the E-Verify case verification number for the individual. An individual who is required to be verified under Indiana Code § 22-5-1.7 whose final case result is final non-confirmation may not be employed on the Project.
- (G) This section shall also apply to a contractor in any contractor tier.

16. **Employee Drug Testing Program.**

- (A) Contractor must implement the employee drug testing program that complies with the requirements of Indiana Code § 4-13-18 et seq. and as described in Contractor's written plan submitted with their Project Proposal Form.
- (B) City may cancel or terminate this Contract in the event Contractor fails to implement the employee drug testing program during the term of the Contract for this Project; fails to provide information regarding the implementation of Contractor's employee drug testing program at the request of City; or provides City false information regarding the Contractor's employee drug testing program.
- (C) This section also applies to a contractor in any contractor tier, including subcontractors.

17. **Contractor Compliance with Other Laws.**

- (A) In accordance with Indiana Code § 5-16-13-11, Contractor agrees:
  - (1) A contractor shall not pay cash to any individual employed by Contractor for Work done by the individual on the Project.
  - (2) A contractor is and shall remain in compliance with the federal Fair Labor Standards Act of 1938, as amended (29 USC 201-209) and the state Minimum Wage Law of 1965 (Indiana Code § 22-2-2-1 through Indiana Code § 22-2-2-8).

- (3) A contractor is and shall remain in compliance with the worker's compensation or occupational diseases requirements under Indiana Code § 22-3-5-1 and Indiana Code § 22-3-7-34.
    - (4) A contractor is and shall remain in compliance with the unemployment insurance under Indiana Code § 22-4-1 through Indiana Code § 22-4-39.5.
    - (5) A contractor is and shall remain in compliance with the training program requirements under Indiana Code § 5-16-13-12 as applicable.
  - (B) In accordance with Indiana Code § 5-16-13-13, a contractor shall preserve all payroll and related records of a contractor for a period of three (3) years after completion of the Project; and shall open such records to inspection by the department of workforce development.
  - (C) This section shall also apply to a contractor in any contractor tier.
18. **Indemnification.** Contractor shall indemnify, defend, 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, injuries, or accidental deaths caused by any intentional, reckless, or negligent act or omission by Contractor or any of Contractor's agents, officers, employees and subcontractors during the performance of this Contract. Such indemnity shall include reasonable attorney's fees and other expenses incurred by City, and shall not be limited by reason of insurance coverage required by this Contract.
19. **Insurance.**
- (A) Prior to commencing Work, Contractor shall furnish City a certificate of insurance in accordance with the following minimum requirements, shall maintain the insurance in full force and effect, and shall keep on deposit at all times during the term of the Contract with City the certificates of proof issued by the insurance carrier that such insurance is in full force and effect.
  - (B) Each certificate shall require that written notice be given to the City at least thirty (30) days prior to the cancellation or a material change in the policy.
  - (C) Contractor shall at least include the following types of insurance with the following minimum limits of liability:
    - (1) Workers Compensation and Employer's Liability - Statutory Limits
    - (2) General Liability - Combined Bodily Injury and Property Damage, \$1,000,000 each occurrence and \$2,000,000 aggregate; Products – Completed Operations, \$2,000,000 aggregate; and Personal and Advertising Injury, \$1,000,000 each occurrence. The City of Goshen is to be named as an additional insured.
    - (3) Automobile Liability - Combined Bodily Injury and Property Damage, \$1,000,000 each occurrence and \$2,000,000 aggregate. The City of Goshen is to be named as an additional insured.
    - (4) Excess Umbrella Coverage - \$5,000,000 each occurrence and \$5,000,000 general aggregate.
    - (5) Contractor's Pollution Liability - \$1,000,000 each occurrence/claim and \$1,000,000 general aggregate must be maintained for a minimum of three (3) years after Substantial Completion.
    - (6) Contractor's Professional Liability - \$1,000,000 each claim and \$2,000,000 annual aggregate and must be maintained for a minimum of two (2) years after Substantial Completion.
    - (7) Unmanned Aerial Vehicle Liability Insurance - \$1,000,000 each claim and \$1,000,000 general aggregate.

- (8) **Builder's Risk Insurance** – Contractor shall purchase and maintain builder's risk insurance upon the Work on a completed value basis, in the amount of the Work's full insurable replacement cost.
20. **Force Majeure.** In the event that either party is unable to perform any of its obligations under this Contract or to enjoy any of its benefits because of natural disaster or decrees of governmental bodies not the fault of the affected party (hereinafter referred to as a "Force Majeure Event"), the affected party shall immediately or as soon as reasonably possible under the circumstances provide written notice to the other party. The notice shall provide evidence of the Force Majeure Event to the satisfaction of the other party. Upon receipt of such notice, all obligations under this Contract shall be immediately suspended. The affected party shall do everything possible to resume performance. If the period of nonperformance exceeds thirty (30) days from the receipt of notice of the Force Majeure Event, the party whose ability to perform has not been so affected may, by giving written notice, terminate this Contract and the other party shall have no recourse.
21. **Funding Cancellation.** When the City's Common Council makes a written determination that funds are not appropriated or otherwise available to support continuation of performance of the Work under this Contract, this Contract shall be canceled. A determination by the Common Council that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.
22. **Default.**
- (A) If Contractor fails to perform the Work or comply with the provisions of this Contract, then Contractor may be considered in default.
- (B) It shall be mutually agreed that if Contractor fails to perform the Work or comply with the provisions of this Contract, City may issue a written notice of default and provide a period of time that shall not be less than fifteen (15) days in which Contractor shall have the opportunity to cure. If the default is not cured within the time period allowed, the Contract may be terminated by the City. In the event of default and failure to satisfactorily remedy the default after receipt of written notice, the City may otherwise secure similar work in any manner deemed proper by the City, and Contractor shall be liable to the City for any excess costs incurred.
- (C) Contractor may also be considered in default by the City if any of the following occur:
- (1) There is a substantive breach by Contractor of any obligation or duty owed under the provisions of this Contract.
  - (2) Contractor is adjudged bankrupt or makes an assignment for the benefit of creditors.
  - (3) Contractor becomes insolvent or in an unsound financial condition so as to endanger performance under the Contract.
  - (4) Contractor becomes the subject of any proceeding under law relating to bankruptcy, insolvency or reorganization, or relief from creditors and/or debtors.
  - (5) A receiver, trustee, or similar official is appointed for Contractor or any of Contractor's property.
  - (6) Contractor is determined to be in violation of federal, state, or local laws or regulations and that such determination renders Contractor unable to perform the Work described under these Specifications and Contractor Documents.
  - (7) The Contract or any right, monies or claims are assigned by Contractor without the consent of the City.



23. **Termination.**

- (A) This Contract will continue in effect until all required Work provided for in this Contract has been completed to the satisfaction of City and shall then terminate unless extended in writing by mutual agreement of both parties.
- (B) The Contract may be terminated in whole or in part, at any time, by mutual written consent of both parties.
- (C) The Contract may be terminated in whole or in part, at any time, in the event a written determination is made under Section 21, Funding Cancellation.
- (D) City may terminate this Contract, in whole or in part, in the event of default by Contractor.
- (E) Contractor shall be paid for all Work performed and expenses reasonably incurred prior to notice of termination.
- (F) The rights and remedies of the parties under this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

24. **Subcontracting or Assignment of Contract.**

- (A) Contractor shall not subcontract or assign any right or interest under the Contract, including the right to payment, without having prior written approval from City. Any attempt by Contractor to subcontract or assign any portion of the Contract shall not be construed to relieve Contractor from any responsibility to fulfill all contractual obligations.
- (B) Contractor shall provide prompt written notice to City of any changes in Contractor's legal name or legal status so that changes may be documented and payments to the successor entity may be made.

25. **Change Orders.**

- (A) If in the course of the Work it becomes necessary to change or alter the original specifications, City may issue a change order to add, delete or change an item(s) in the original Contract, with the Contract price and/or substantial completion date, being adjusted accordingly. The change order shall be prepared by the licensed architect or engineer assigned to the Project.
- (B) If the change order requires an increase or decrease in units of materials that are included in the original Contract, the cost of these units must be the same as shown in the original Contract.
- (C) Except in the case of an emergency, Contractor shall not commence any additional Work or change in scope of the work until the change order is authorized in writing and signed by both parties. Contractor shall make no claim for additional compensation in the absence of a prior written and authorized change order signed by both parties.

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

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

28. **Applicable Laws.**

- (A) Contractor agrees to comply with all applicable federal, state, and local laws, rules, regulations and ordinances, and all contractual provisions required to be included in this Contract are incorporated by reference. The enactment or modification of any applicable state or federal statute or the

promulgation of rules or regulations thereunder after execution of this Contract shall be reviewed by the parties to determine whether the provisions of this Contract require formal modification.

- (B) The provisions of Indiana Code § 5-16-13 et seq., Requirement of Contractors on Public Works Projects, are specifically incorporated into this Contract by reference.
- (C) Contractor agrees to obtain and maintain all required permits, licenses, registrations, and approvals, and shall comply with all health, safety, and environmental rules or regulations in the performance of the Project. Failure to do so may be deemed a material breach of Contract.

29. **Governing Law.**

- (A) These documents shall be construed in accordance with and governed by the laws of the State of Indiana. Any suit must be brought in a court of competent jurisdiction in Elkhart County, Indiana.
- (B) In the event legal action is brought to enforce or interpret the terms and conditions of these documents, the prevailing party of such action shall be entitled to recover all costs of that action, including reasonable attorneys' fees.

30. **Miscellaneous.**

- (A) Any provision of this Contract or incorporated documents shall be interpreted in such a way that they are consistent with all provisions required by law to be inserted into the Contract.
- (B) In the event of a conflict between these documents and applicable laws, rules, regulations, or ordinances, the most stringent or legally binding requirement shall govern.

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

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

City: City of Goshen Engineering Department  
204 East Jefferson Street, Suite 1  
Goshen, IN 46528  
Email: [Engineering@goshencity.com](mailto:Engineering@goshencity.com)

with a copy to:

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

Contractor: R. Yoder Construction, Inc.  
Attention: Brad Yoder  
P.O. Box 69  
Nappanee, IN 46550  
Email: [brad@ryoderconstruction.com](mailto:brad@ryoderconstruction.com)

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

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

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

**R. Yoder Construction, Inc.**

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

\_\_\_\_\_  
Jason Yoder, President

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

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



**Stormwater Department**

**CITY OF GOSHEN**

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

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

stormwater@goshencity.com • www.goshenindiana.org

## **MEMORANDUM**

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

**FROM:** Stormwater Department

**RE: AGREEMENT FOR THE COMPLETION OF THE LACASA APARTMENTS  
PROJECT AT 111 LAKEVIEW DRIVE (JN: 2022-2041)**

**DATE:** December 11, 2025

---

The Stormwater Department requests the approval of an Agreement for the Completion of Construction for the Lacasa Apartments project located at 111 Lakeview Drive. The building has passed its final building inspection, and the project is substantially complete except for the full stabilization of bare areas of soil amounting to 50,000 square feet and the installation of 1,100 square feet of 4" concrete sidewalk. These final requirements cannot be completed at this time due to weather conditions.

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

The property owner, Oaklawn Psychiatric Center; the lessee, Lacasa of Goshen, Inc.; and the builder, Dj Construction; agree to complete the above listed work by June 15, 2026. The expected cost of work is twenty five thousand dollars (\$25,000), and a surety, in the form of a bond, has been remitted to the Clerk-Treasurer's Office.

**Requested Motion: Approve and authorize the Board to execute the Agreement with Oaklawn Psychiatric Center, Lacasa of Goshen, Inc. and DJ Construction for the Completion of the Lacasa Apartments project at 111 Lakeview Drive.**



## AGREEMENT FOR THE COMPLETION OF THE CONSTRUCTION PROJECT

THIS AGREEMENT is entered into on December 11, 2025, between the City of Goshen, Indiana, by and through the Goshen Board of Public Works and Safety, hereinafter referred to as "Goshen," and

Property Owner: Oaklawn Psychiatric Center and Lacasa of Goshen, Inc.

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

Builder: DJ Construction

☐ No Builder

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

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

Site: 111 Lakeview Drive, Goshen, Indiana,  
hereinafter referred to as "Site."

The construction project is substantially complete except for:

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

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

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

1. **WORK.** Permittee agrees to complete the following remaining item(s) of work, hereinafter referred to as "Work," as soon as conditions permit, but no later than June 15, 2026, unless an earlier date is specified below:

☒ Permanently stabilize the Site which shall include grading, adding topsoil where needed, seeding and mulching of the grounds. This shall specifically include stabilization of approximately 50,000 square feet of disturbed area with seed and a temporary stabilization measure such as anchored mulch, hydromulch, or erosion control blankets. In addition, all adjacent and/or affected inlets shall be kept covered until the Site has been completely and permanently stabilized.

☐ Plant all required landscaping at the Site according to the plan submitted to the Goshen Planning and Zoning Department. This shall include planting: \_\_\_\_\_

☐ Install the hard surface driveway for the Site.



- ☐ Permittee agrees to install a temporary gravel driveway, and Goshen will permit the installation of the temporary gravel driveway until such time as the permanent hard surface driveway can be installed. The temporary gravel driveway shall be installed prior to occupancy of the building, but no later than \_\_\_\_\_, 20\_\_.
- ☐ Install the hard surface parking lot for the Site.
- ☐ Permittee agrees to install a temporary gravel parking lot, and Goshen will permit the installation of the temporary gravel parking lot until such time as the permanent hard surface parking lot can be installed. The temporary gravel parking lot shall be installed prior to occupancy of the building, but no later than \_\_\_\_\_, 20\_\_.
- ☐ Install all required parking lot striping for parking spaces at the Site.
- ☐ Install approximately \_\_\_\_\_ square feet of concrete sidewalk and/or curbing at or adjacent to the Site parallel to the following public street: \_\_\_\_\_
- ☐ Install approximately \_\_\_\_\_ of concrete sidewalk at the Site to the building entrance.
- ☐ Install the following certain parts or equipment at the Site: \_\_\_\_\_
- ☒ Other: The installation of 1,110 sq ft of 4" concrete sidewalk from SR 15 to the entrance driveway of the apartment complex.

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

- ☒ Permittee agrees to provide Goshen a surety in the amount of Twenty Five Thousand Dollars Dollars (\$ 25,000) to guarantee the timely and proper completion of the Work under the terms of this agreement. The surety may be in the form of a surety bond, letter of credit, or cash bond, including a cashier's check or corporate check (which City Clerk-Treasurer will cash). The surety is to guarantee the timely and proper completion of the obligations under this agreement and is not intended for the benefit of any third party, including Permittee's contractors or subcontractors. Upon satisfactory completion of the Work, Goshen will release the surety. If the surety is in the form of cash or a check, the Permittee must have a current W-9 on file with the City Clerk-Treasurer so a check may be issued to refund the surety.

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

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

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

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

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

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

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

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

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

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

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

Address for Permittee:

Property Owner: Oaklawn Psychiatric Center  
225 Lakeview Drive  
Goshen, IN 46528

Property Owner: Lacasa of Goshen, Inc.  
202 N. Cottage Avenue  
Goshen, IN 46528

☐ No Builder

DJ Construction, 3414 Elkhart Road, Goshen, IN 46526

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

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

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

11. **ATTORNEY FEES.** In the event legal action is brought to enforce or interpret the terms and conditions of this agreement, the non-prevailing party will pay all costs and expenses expended or incurred by the prevailing party, including reasonable attorneys' fees.
12. **SEVERABILITY.** In the event that any provision of the agreement is found to be invalid or unenforceable, then such provision shall be reformed in accordance with applicable law. The invalidity or unenforceability of any provision of the agreement shall not affect the validity or enforceability of any other provision of the agreement.
13. **BINDING EFFECT.** All provisions, covenants, terms and conditions of the agreement apply to bind the parties and their legal heirs, representatives, successors and assigns.
14. **ENTIRE AGREEMENT.** This agreement constitutes the entire agreement between the parties and supersedes all other agreements or understandings between Goshen and Permittee.

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

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

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

Property Owner:

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

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

Title (if any): \_\_\_\_\_

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

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

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

Title (if any): \_\_\_\_\_

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

Builder:

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

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

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

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

**Goshen:**

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

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

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

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

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

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

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

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

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

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

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



**Engineering Department  
CITY OF GOSHEN**

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

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

## MEMORANDUM

TO: Board of Public Works and Safety

FROM: Goshen Engineering Department

RE: **COLLEGE AVENUE LANE CLOSURES (JN: 2019-0022)**

DATE: December 11, 2025

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Goshen Engineering is requesting permission for rolling lane closures on College Avenue between Lincolnway East / US 33 and Century Drive, from Tuesday, December 16, until Friday, January 30, 2026, excluding holidays.

The Engineering Department is requesting these lane closures in order to complete tree removal in preparation for Phase I of the upcoming College Avenue roadway reconstruction. All appropriate traffic control devices will be utilized.

**Requested motion: Move to approve rolling lane closures on College Avenue between Lincolnway East / US 33 and Century Drive from Tuesday, December 16, until Friday, January 30, 2026.**

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

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

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

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

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

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





**Engineering Department  
CITY OF GOSHEN**

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engineering@goshencity.com • www.goshenindiana.org

## MEMORANDUM

TO: Board of Public Works and Safety

FROM: Goshen Engineering Department

RE: **COLLEGE AVENUE LANE CLOSURES (JN: 2025-0027)**

DATE: December 11, 2025

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Goshen Engineering is requesting permission for rolling lane closures on College Avenue between Lincolnway East / US 33 and Century Drive, from Tuesday, December 16, until Friday, January 30, 2026, excluding holidays.

The Engineering Department is requesting these lane closures in order to complete tree removal in preparation for Phase I of the upcoming College Avenue roadway reconstruction. All appropriate traffic control devices will be utilized.

**Requested motion: Move to approve the closure of College Avenue between Lincolnway East / US 33 and Century Drive from Tuesday, December 16, until Friday, January 30, 2026.**

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

---

Gina Leichty, Mayor

---

Barb Swartley, Member

---

Mary Nichols, Member

---

Orv Myers, Member

---

Michael Landis, Member



**Engineering Department  
CITY OF GOSHEN**

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

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

## **MEMORANDUM**

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

**FROM:** Goshen Engineering Department

**RE:** **COLLEGE AVENUE ROAD CLOSURE (JN: 2025-0027)**

**DATE:** December 11, 2025

---

Goshen Engineering is requesting permission to close College Avenue to through traffic between Lincolnway East / US 33 and Century Drive. There will be a hard closure near the bridge over Horn Ditch. The road closure is expected from Monday, January 5, until Friday, January 30, 2026.

The Engineering Department is requesting this closure in order to complete a sanitary casing project, in preparation for Phase I of the upcoming College Avenue roadway reconstruction. The closure and detour plan is attached. All appropriate traffic control devices will be utilized.

**Requested motion: Move to approve the closure of College Avenue between Lincolnway East / US 33 and Century Drive from Monday, January 5, until Friday, January 30, 2026.**

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

---

Gina Leichty, Mayor

---

Barb Swartley, Member

---

Mary Nichols, Member

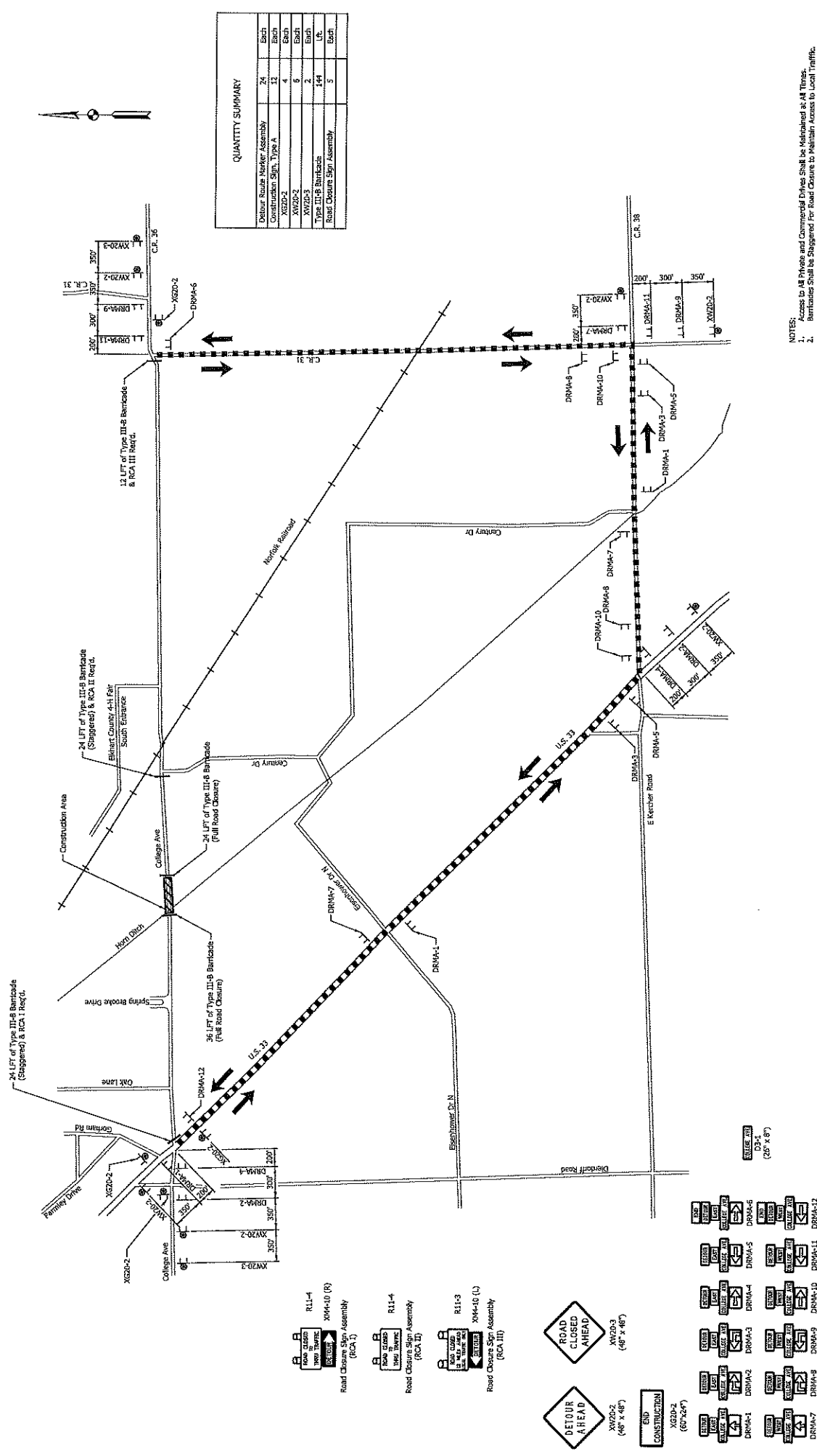
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Orv Myers, Member

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Michael Landis, Member

ATTACHED



QUANTITY SUMMARY	
Detour Route Marker Assembly	24
Construction Sign, Type A	12
XW20-2	4
XW20-3	5
XW20-4	2
Type III-B Barricade	144
Road Closure Sign Assembly	5
Each	Each

NOTES:  
1. Access to All Private and Commercial Drives Shall be Maintained at All Times.  
2. Barricades Shall be Staggered For Road Closure to Maintain Access to Local Traffic.

CITY OF GOSHEN

MAINTENANCE OF TRAFFIC

DETOUR ROUTE

DESIGNED BY: *Robert J. Wood*

DATE: 12/05/2022

DESIGNER: BJA

REVIEWER: PTT

CHECKER: BLH

RECOMMENDED FOR APPROVAL: *Robert J. Wood*

DATE: 12/05/2022

DESIGNER: BJA

REVIEWER: PTT

CHECKER: BLH

1500233

STATE OF INDIANA

PROFESSIONAL ENGINEER

CONSTRUCTION SIGN & WARNING LIGHT, Type "A"

DETOUR ROUTE MARKER ASSEMBLY

BARRICADES (Type Indicated by Notation) WITH

RCA (Type Indicated by Notation)

→

Direction of Traffic:

.....

Detour Route

TT

Construction Area

LEGEND

→ Direction of Traffic

..... Detour Route

TT Construction Area

END

CONSTRUCTION

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(60" x 60")

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DRMA-2

DRMA-3

DRMA-4

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## MEMORANDUM

TO: Board of Public Works and Safety

FROM: Goshen Engineering

RE: **AWARD COLLEGE AVENUE PHASE I – TREE CLEARING  
PROJECT NO. 2019-0022**

DATE: December 11, 2025

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Due to the urgency to initiate the Tree Clearing project for College Avenue Phase I, we are requesting that the Board of Public Works and Safety award the Tree Clearing project from the proposals received earlier in the meeting. Engineering has reviewed each proposal for completeness and is announcing the apparent low bidder at this time.

If approved, a Contract will be prepared by Goshen Legal so that the Mayor can execute it at a later date.

**Requested Motion:** Move to award the contract to \_\_\_\_\_ as the lowest responsive and responsible quoter, and authorize the Mayor to sign the agreement once prepared by Goshen Legal.