



City of Goshen Board of Public Works & Safety

Regular Meeting Agenda

4:00 p.m., December 18, 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: Dec. 11, 2025 Regular Meetings

Approval of Agenda

- 1) Downtown Goshen, Inc. request:** Approve Jan. 2, 2026 First Friday street closures
- 2) Legal Department request:** Approve agreements with: Goshen Theater, Inc. for \$50,000; Chain Reaction Bicycle Project, Inc. for \$4,259.18; and The Goshen Interfaith Hospitality Network, Inc., d/b/a First Light Mission, for \$30,000 to support the work described in each agreement, and authorize Mayor Leichty to execute each agreement
- 3) Legal Department request:** Approve and authorize Mayor Leichty to execute an agreement with Studio Ace of Spades, LLC for upgrading the City Parks website for \$27,700
- 4) Engineering Department request:** Approve a contract with Homer II LLC/Cut-Rite Tree Service for the College Avenue Phase I Tree Clearing project in the amount of \$45,201.38
- 5) Engineering Department request:** Approve an agreement with Niblock Excavating for the College Avenue Sewer Encasement project in the amount of \$190,529
- 6) Engineering Department request:** Approve an agreement with DC Construction for the 2025 Community Sidewalk Improvement project in the amount of \$1,171,800
- 7) Engineering Department request:** Approve a contract with DC Construction for the 2026 Asphalt Paving project in the amount of \$1,575,674.63
- 8) Goshen Utilities request:** Approve Goshen Water and Goshen Wastewater's proposed 2026 budgets as presented

Privilege of the Floor

Approval of Civil City and Utility Claims

Adjournment



**CITY OF GOSHEN BOARD OF PUBLIC WORKS & SAFETY
MINUTES OF THE DECEMBER 11, 2025 REGULAR MEETING**

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

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

Absent: None

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

REVIEW/APPROVE MINUTES: Mayor Leichty presented the minutes of the Nov. 20, 2025, and Dec. 4, 2025 meetings as prepared by the Clerk-Treasurer. Board member Orv Myers made a motion to approve the minutes as presented. Board member Mary Nichols seconded the motion. The motion passed 5-0.

REVIEW/APPROVE AGENDA: As requested by the Clerk-Treasurer, Mayor Leichty presented the agenda with the deletion of *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 – and the addition of Engineering Department request: Authorize Andrew Lund, as the (City) Employee in Responsible Charge, to sign the LPA Award Recommendation letter, to concur with the apparent lowest bidder, allowing INDOT to proceed with award of the College Avenue Phase I construction contract and a Stormwater Department request: 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.* Board member Myers made a motion to approve the agenda as amended. Board member Nichols seconded the motion. The motion passed 5-0.

1) Bid opportunities: Open proposals, quotes and bids for each of the following projects and refer them 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

The Clerk-Treasurer's Office received proposals, quotes and bids for the above-named projects. All were due to be submitted by 3:45 p.m. on Dec. 11, 2025 to the Clerk-Treasurer's Office or by 4 p.m. at the Board meeting. City staff asked that the Board to request any last-minute proposals and then open and announce the proposals, quotes and bids submitted and refer them to the Engineering Department for review.

Mayor Leichty asked if there are additional proposals to be submitted to the Board. There was one. The Mayor then announced the proposals, quotes and bids received for the following City projects.

➤ **College Avenue Phase 1 Tree Removal Project #2019-0022**

- Above & Beyond Tree and Shrubbery Service, Inc., South Bend, IN: \$156,062.75
- Cut-Rite Tree Services, Bremen, IN: \$32,879.23

➤ **College Avenue Sanitary Encasement Project #2025-0027**

- Niblock Excavating, Inc., Bristol, IN: \$190,529

➤ **2025 Community Sidewalk Improvement Project #2025-001**

- C&E Excavating, Inc., Elkhart, IN: \$2,243,615.00 (base proposal)
- DC Construction Services, Inc., Pendleton, IN: \$1,171,800.00 (base proposal)
- Phend & Brown, Inc., Milford, IN: \$1,751,097.00
- Premium Concrete Services, Inc., Elkhart, IN: \$1,587,290.00
- TX Concrete, LLC, South Bend, Inc.: \$1,294,608.53



➤ **2026 Asphalt Paving Project #2026-00021,508,313.63**

- DC Construction Services, Inc., Pendleton, IN: \$1,575,674.63 (base proposal), \$1,568,814.63 (alternate)
- Niblock Excavating, Inc., Bristol, IN: \$1,722,369.00 (base proposal), \$1,705,219.00 (alternate)
- Rieth-Riley Construction Co., Inc, South Bend, IN: \$1,763,684.74 (base proposal) \$1,754,903.94 (alternate)

Myers/Nichols made a motion to forward the proposals, quotes and bids to the City Engineering Department for review. The motion passed 5-0.

2) Notification: Withdrawal of recommendation and cancellation of Public Hearing under I.C. § 5-23 for the proposed City Waste Water Treatment Plant Ground-Mounted Solar Array

Assistant City Attorney Don Shuler told the Board that a public hearing was scheduled for today, pursuant to I.C. § 5-23, regarding a proposed public-private agreement with Solscient Energy, LLC for a ground-mounted solar array at the City Waste Water Treatment Plant.

However, **Shuler** said that 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, **Shuler** said City 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, he said it is neither necessary nor appropriate to convene the public hearing.

This item was for information only, so there was no Board action.

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.

Goshen Police Detective Jacob Lambright, the Interim President of the Fraternal Order of Police Lodge No. 81 - Goshen, Indiana, said Fraternal Order of Police Lodge 81 was originally chartered in 1938 and has represented Goshen officers for generations.

After several years of a merger under FOP Lodge 52, Elkhart City, **Detective Lambright** said Goshen's officers have chosen to re-establish Lodge 81 "to provide more direct, localized representation for the men and women of the Goshen Police Department."

Detective Lambright said this request does not seek to alter wages, benefits, or any portion of the current collective bargaining agreement of police officers and the City. He said it simply would transfer representation back to a Goshen-based lodge, restoring local identity within the Fraternal Order of Police while maintaining the same cooperative relationship with the City that has long existed.

On behalf of its membership, **Lambright** asked 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. He said officers "looked forward to continuing their positive partnership with the City." And he thanked the Board for its time and consideration.

City Attorney Bodie Stegelmann said the Legal Department spoke with **Detective Lambright** and the Board could take this request under consideration and approve it, "but it should probably be conditioned upon, FOP Lodge 52 assigning or otherwise agreeing to this arrangement, because the current collective bargaining agreement is between the City and, Lodge 52."

Mayor Leichty asked if FOP Lodge 52 had to sign off on this change for the new agreement to be binding.



Stegelmann said such a confirmation would be necessary to establish a new agreement with FOP Lodge No. 81 because "as of right now, the party on the other side is the Elkhart lodge. This department was part of that lodge, and now that they've established a new one, we just need some evidence that they've assigned that right to the current lives or otherwise approve this transfer."

Mayor Leichty asked if this matter could be tabled until next week after confirmation from the Elkhart lodge.

Stegelmann said that that could be done or the Board could approve this request "contingent on them providing that assignment." **Detective Lambright** said he could get that confirmation.

Mayor Leichty asked if the Board had a preference on how to proceed.

Board member Landis said a provisional approval would be OK, but he wanted to ask two questions. He said from his years on the Common Council, he was part of the negotiating team with police and didn't realize there was a larger group negotiating for Goshen Police. **Detective Lambright** said that was part of the issue because Lodge 81 merged with Lodge 52 in 2015, about 10 years ago.

Board member Landis asked the reason for this split and whether Lodge 81 was recently not negotiating as effectively for Goshen Police officers.

Detective Lambright said "the executive board members of Lodge 52 in Elkhart are all Elkhart city officers, so if we had issues within our own members, we would have to go to Elkhart. They have different policies. They have a different contract with Elkhart city, so there were a lot of logistical communication issues. In the last year, we've really tried to open up communication with the City and administration and this is just cutting out a middleman that probably doesn't really need to be there. And we're very hopeful that we can get some real things done with the community, and having our lodge be more localized, back within the City limits."

Mayor Leichty said, "I will say that I'm personally supportive of us having a Goshen-based lodge, and appreciate your leadership, Jake, in helping to organize that initiative, so I'm optimistic about the future of that relationship and what that bodes for both the city and the FOP."

Myers/Nichols then made a motion to 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, contingent on Lodge 52 signing off. The motion passed 5-0.

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

City Planning & Zoning Administrator Rhonda Yoder told the Board that a Community Development Block Grant (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.

Yoder said 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, **Yoder** said 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 City records and cure the default.

Yoder said 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.

Yoder said under HUD regulations, the identity and addresses of beneficiaries receiving CDBG assistance is considered confidential. Therefore only "general" information regarding this Assumption of Mortgage was given.



Yoder said 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. 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.

In response to a question from **Board member Landis**, Yoder and **Assistant City Attorney Don Shuler** clarified the terms of the assumption of mortgage, why this was proposed at this time as well as its benefits.

Myers/Nichols made a motion to approve the Assumption of Mortgage to be executed by Mayor Leichty and recorded. The motion passed 5-0.

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

City Attorney Bodie Stegelmann told the Board that the City wants 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 authorize the purchase and approve a purchase agreement that provides for a purchase price of \$255,000, which was the average of two appraisal obtained.

Myers/Nichols made a motion to adopt Resolution 2025-34 for the acquisition of real estate located at 1711 Eisenhower Drive North at a price of \$255,000. The motion passed 5-0.

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

City Attorney Bodie Stegelmann said the City Water and Sewer Utility wants 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)

Stegelmann said the total cost for items a., b., and c. would be a fixed fee of \$90,000, and the cost for items d. and e. will be determined on a time and expense basis but will not exceed \$30,000.

Myers/Nichols made a motion 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 \$120,000. The motion passed 5-0.

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

City Attorney Bodie Stegelmann recommended that the Board approve and authorize Mayor Leichty to execute an agreement with Crady Fence for the installation of fencing at 4106 Dierdorff Road.

Stegelmann said the total cost for installation of fencing will be \$33,740. Funds for this project are comprised of \$20,00 of forestry grants and the remainder from the Environmental Resilience Department budget.

Stegelmann said the contractor has agreed to complete all duties by March 31, 2026, or sooner.

Myers/Nichols made a motion to approve and authorize Mayor Leichty to execute an agreement with Crady Fence to allow the City to enter into an agreement for the installation of fencing at 4106 Dierdorff Road. The motion passed 5-0.



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

City Attorney Bodie Stegelmann recommended that the Board approve and authorize Mayor Leichty to execute an agreement with Novotx, LLC for the purchase of Asset Management Software.

Stegelmann said the total cost for purchase of this software and all associated professional services will be \$135,600.

Myers/Nichols made a motion to approve and authorize Mayor Leichty to execute an agreement with Novotx, LLC to allow the City to enter into an agreement for the purchase of Asset Management Software. The motion passed 5-0.

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

City Attorney Bodie Stegelmann said the City wants to enter into an agreement with Studio Ace of Spades, LLC to perform an accessibility remediation of the City's website to meet WCAG 2.1 AA and ADA Title II standards. He said the agreement 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

Stegelmann said the total cost of the agreement would be \$48,900.

Myers/Nichols made a motion to 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. The motion passed 5-0.

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

City Attorney Bodie Stegelmann said the City Fire Department wants to enter into a software license agreement with Blazestack, Inc. to provide the Fire Department with fire investigation software. He said the term of the agreement would be one year, and the cost of the software would be \$9,400.

Myers/Nichols made a motion to approve and authorize Mayor Leichty to execute a one-year Software License Agreement with Blazestack, Inc. for fire investigation software for \$9,400. The motion passed 5-0.

11) Legal Department request: Approve and authorize Mayor Leichty to execute an agreement with NinjaOne to allow the City to enter into an agreement for the purchase of IT Management Software at a first-year cost of \$14,926.68

City Attorney Bodie Stegelmann recommended that the Board approve and authorize Mayor Leichty to execute an agreement with NinjaOne for the purchase of IT Management Software.

Stegelmann said this software will provide a ticketing solution, mobile device management tools, process documentation, and remote monitoring of City IT infrastructure, which will enable the Department of Innovation and Technology to provide better technical services to City staff. He said the software holds high-level cybersecurity certifications and is commonly used by other Indiana local governments.

Stegelmann said the total cost for the first year of subscription is \$14,926.68. The first year includes an additional 3-months at no cost as part of NinjaOne's December 2025 promotion, for a total of 15-months at the stated cost.



Myers/Nichols made a motion to approve and authorize Mayor Leichty to execute an agreement with NinjaOne to allow the City to enter into an agreement for the purchase of IT Management Software. The motion passed 5-0.

12) Legal Department request: Approve and authorize Mayor Leichty to execute an agreement 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

City Attorney Bodie Stegelmann recommended that the Board approve and authorize Mayor Leichty to execute an agreement with Jones Petrie Rafinski for Professional Services for a Conceptual Streetscape Master Plan for Restaurant Row.

This project was described, as follows, in attached Exhibit A – Contractor's Proposal of the Board's agenda packet:

"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."

"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."

The total cost for this project would be \$50,000 and include: Topographic Survey, \$13,500; Site Inventory and Analysis \$6,500; Conceptual Development, \$18,000; and Final Master Plan, \$12,000.

Myers/Nichols made a motion to approve and authorize Mayor Leichty to execute the 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. The motion passed 5-0.

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



Kelly Saenz, Manager of the Goshen City Utilities Office, told the Board that the original amount of unpaid final Water/Sewer accounts, for the period through Oct. 1, 2025, was \$5,032.05. Collection letters were sent out and payments of \$1,342.96 were collected.

With the uncollected amount being \$3,689.09, **Saenz** asked the Board to move the office's uncollected final accounts from active to Collection, Sewer Liens and Write offs for the period. Of the uncollected amounts, \$2,0005.72 came from water accounts and \$1,683.37 came from sewer accounts.

Nichols/Myers made a motion to move the Goshen Water and Sewer Office's \$3,689.09 in uncollected finaled accounts for this period from active to Collection, Sewer Liens and Write offs. The motion passed 5-0.

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

City Director of Public Works & Utilities Dustin Sailor told the Board that on Nov. 6, 2025, The City received proposals for the for the Waste Water Treatment Plant Digester #1 Cover Replacement project.

The project will replace the torn dual membrane cover on Digester #1 at the Wastewater Treatment Plant, which is 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:

- R. Yoder Construction \$678,915
- Thieneman Construction \$823,000
- Reynolds Construction \$887,000

Sailor said the project will be partially funded (about \$382,500) through the State Revolving Loan Fund, and the City received notice Dec. 10, 2025, from the State that the award of the contract for the project was approved. So, **Sailor** asked the Board to award the contract to R. Yoder Construction as the lowest responsive and responsible bidder.

Clerk-Treasurer Aguirre noted that the City Engineering Department submitted a revised memorandum and the award letter from the State Revolving Fund Loan Program, and it was provided to Board members before the meeting and would be made part of the meeting record (**EXHIBIT #1**).

Myers/Nichols made a motion to 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. The motion passed 5-0.

15) Stormwater 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

City Director of Public Works & Utilities Dustin Sailor requested 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 feet of concrete sidewalk. These final requirements cannot be completed at this time due to weather conditions.

The Stormwater Department submitted the 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, D.J.

Construction; agreed to complete the above listed work by June 15, 2026. The expected cost of work is \$25,000, and a surety, in the form of a check, was remitted to the Clerk-Treasurer's Office.



Myers/Nichols made a motion to 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. The motion passed 5-0.

Clerk-Treasurer Aguirre noted for the record that the Stormwater Department submitted a revised memorandum, dated Dec. 11, 2025, to the Board indicating that Lacasa submitted a \$25,000 check, instead of a bond, to cover the expect cost of the remaining work (EXHIBIT #2).

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

City Director of Public Works & Utilities Dustin Sailor said the Engineering Department was requesting permission for rolling lane closures on College Avenue, between Lincolnway East /U.S. 33 and Century Drive, from Tuesday, Dec. 16, until Friday, Jan. 30, 2026, excluding holidays.

Sailor said the lane closures were needed to complete tree removal in preparation for Phase I of the upcoming College Avenue roadway reconstruction. All appropriate traffic control devices will be utilized.

Myers/Nichols made a motion to approve rolling lane closures on College Avenue between Lincolnway East/US 33 and Century Drive from Tuesday, Dec. 16 until Friday, Jan. 30, 2026. The motion passed 5-0.

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

City Director of Public Works & Utilities Dustin Sailor said the Engineering Department was requesting permission to close College Avenue to through traffic between Lincolnway East/U.S. 33 and Century Drive. He said there would be a "hard closure" near the bridge over Horn Ditch from Monday, Jan. 5, until Friday, Jan. 30, 2026.

Sailor said the closure was needed to complete a sanitary casing project, in preparation for Phase I of the upcoming College Avenue roadway reconstruction.

Myers/Nichols made a motion to approve the closure of College Avenue, between Lincolnway East/U.S. 33 and Century Drive, from Monday, Jan. 5, until Friday, Jan. 30, 2026. The motion passed 5-0.

18) Engineering Department request: Award the contract for the College Avenue Phase 1 Tree Removal Project #2019-0022 and authorize the Mayor to sign the agreement once prepared by the Legal Department
City Engineering Project Manager Andrew Lund said the City Engineering had hoped to be able to recommend awarding a contract to one of the companies that submitted a bid earlier in the meeting for the College Avenue Phase 1 Tree Removal Project.

However, Lund said after initial review of the proposals for the tree clearing project, the Engineering Department now was recommending that the Board table this agenda item and allow a further review for the proposals until next week.

Myers/Nichols made a motion to table the awarding of the contract for the College Avenue Phase 1 Tree Removal Project. The motion passed 5-0.

NOTE: The following was a new agenda item added at the Board meeting. The City Engineering Department provided Board members with a one-page memorandum, dated Dec. 11, 2025, and a one-page document from the Indiana Department of Transportation with "Apparent Bid Results" for the project (EXHIBIT #3).

19) Engineering Department request: Authorize Andrew Lund, as the Employee in Responsible Charge, to sign the LPA Award Recommendation letter, to concur with the apparent lowest bidder, allowing INDOT to proceed with award of the College Avenue Phase I construction contract



City Engineering Project Manager **Andrew Lund** said the Indiana Department of Transportation (INDOT) let the College Avenue Phase I project Dec. 10, 2025. The Board had approved the project July 24, 2025.

Provided the lowest bidder is deemed awardable, **Lund** said INDOT requires the City of Goshen, as the Local Public Agency (LPA), to sign an LPA Award Recommendation Letter, providing the City's concurrence with the apparent low bid result. He said this is necessary before proceeding with the award of the construction contract.

The City Engineering Department Engineering requested that the Board provide authority to the Employee in Responsible Charge (Andrew Lund) to sign the LPA Award Recommendation Letter and concur with the apparent low bidder.

INDOT's "Apparent Bid Results," which were provided to the Board listed four bidders for the project. The lowest listed bid was from HRP Construction, Inc. of South Bend for \$8,889,305.88.

Lund said the Engineering Department was pleased that the low bid came below the engineer's estimate.

Myers/Nichols made a motion to authorize **Andrew Lund**, as the Employee in Responsible Charge, to sign the LPA Award Recommendation letter, to concur with the apparent lowest bidder, allowing INDOT to proceed with award of the College Avenue Phase I construction contract. Motion passed 5-0

NOTE: The following was an agenda item added at the Board meeting. The Stormwater Department provided Board members with a one-page memorandum, dated Dec. 11, 2025, and six-page agreement for this item (EXHIBIT #4).

20) Stormwater Department request: Approve and authorize the Board to execute the agreement with Greencroft Goshen, Inc. for the completion of the work at 2033 Whispering Pines Court

City Director of Public Works & Utilities **Dustin Sailor** requested the approval of an Agreement for the Completion of Construction for the work at 2033 Whispering Pines Court.

Sailor said the property is substantially complete, with final building inspection completed. He said there is a 3,100 square foot of yard planting still required, and a large species tree. The property owner has agreed to complete the work by June 15, 2026.

Myers/Nichols made a motion to approve and authorize the Board to execute the agreement with Greencroft Goshen, Inc. for the completion of the work at 2033 Whispering Pines Court. 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 4:42 p.m. There were no comments.

APPROVAL OF CIVIL & UTILITY CLAIMS

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

ADJOURNMENT

Mayor **Leichty** adjourned the meeting at 4:43 p.m.



EXHIBIT #1: *A City Engineering Department revised memorandum, dated Dec. 11, 2025, and a Dec. 10, 2025 award letter from the State Revolving Fund Loan Program, which were provided to Board members before the meeting during consideration of agenda item #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.*

EXHIBIT #2: *A Stormwater Department revised memorandum, dated Dec. 11, 2025, provided to the Board indicating that Lacasa submitted a \$25,000 check instead of a bond, to cover the expected cost of its outstanding work on an apartments project. This exhibit was in reference to agenda item #15, 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.*

EXHIBIT #3: *A City Engineering Department one-page memorandum, dated Dec. 11, 2025, and a one-page document from the Indiana Department of Transportation showing "Apparent Bid Results" provided to Board members for added agenda item #19, Engineering Department request: Authorize Andrew Lund, as the Employee in Responsible Charge, to sign the LPA Award Recommendation letter, to concur with the apparent lowest bidder, allowing INDOT to proceed with award of the College Avenue Phase I construction contract.*

EXHIBIT #4: *The Stormwater Department provided Board members with a one-page memorandum, dated Dec. 11, 2025, and six-page agreement for added agenda item #20, Stormwater Department request: Approve and authorize the Board to execute the agreement with Greencroft Goshen, Inc. for the completion of the work at 2033 Whispering Pines Court.*

APPROVED:

Mayor Gina Leichty

Mike Landis, Member

Orv Myers, Member



Mary Nichols, Member

Barb Swartley, Member

ATTEST:

Richard R. Aguirre, City of Goshen Clerk-Treasurer



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

Board of Works Request
Dec 18, 2025

Downtown Goshen Inc. is requesting street closures for First Fridays Fire and Ice festival on January 2nd.

1. What parking spaces/streets do you want to close/use? East Washington from 5th to Main from noon to 10 pm. 6 parking spaces on the North side of East Washington from 7:30 am to 10 am.
2. Why do you want to close them? What activities will take place? Downtown Goshen First Fridays Fire and Ice festival
3. When do you want to start the closure, and when will the closure end? East Washington from 5th to Main from noon to 10 pm. 6 parking spaces on the North side of East Washington from 7:30 am to 10 am.
4. Are there any affected businesses, and are they supportive of your request to close the parking spaces? There are businesses on the street affected by the closure, and they have been informed in advance.
5. Do you require any barricades from the Street Department to accomplish the closure for your event? Yes, at each end of the closure and at the alley. Cones in the 6 parking spots if at all possible.

Thank you for your consideration.

Amanda Rose
Director of First Fridays
Eyedart Creative Studios



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: Community Service Partnerships
Date: December 18, 2025

The City of Goshen has many organizations that provide services or programs to its residents more efficiently than what the City could provide such services. The City has supported certain such organizations with funds in the past and wishes to continue to do so. Organizations considered for support are subject to an application process, which includes a detailed description of how these funds will be used. Organizations chosen must account for how the funds were used.

The City seeks to enter into agreements with Goshen Theater, Inc., Chain Reaction Bicycle Project, Inc., and with The Goshen Interfaith Hospitality Network, Inc. d/b/a First Light Mission, pursuant to the agreements provided with this Memorandum. Goshen Theater, Inc. seeks Fifty Thousand Dollars (\$50,000.00), Chain Reaction Bicycle Project, Inc. seeks Four Thousand Two Hundred Fifty-Nine and 18/100 Dollars (\$4,259.18), and The Goshen Interfaith Hospitality Network, Inc. d/b/a First Light Mission seeks Thirty Thousand Dollars (\$30,000.00) for 2026.

Suggested Motion: I move to approve agreements with Goshen Theater, Inc. in the amount of Fifty Thousand Dollars (\$50,000.00), with Chain Reaction Bicycle Project, Inc. in the amount of Four Thousand Two Hundred Fifty-Nine and 18/100 Dollars (\$4,259.18), and with The Goshen Interfaith Hospitality Network, Inc. d/b/a First Light Mission in the amount of Thirty Thousand Dollars (\$30,000.00) to support the work described in each agreement, and authorize Mayor Leichty to execute each agreement.

**COMMUNITY SERVICE
PARTNERSHIP AGREEMENT**

With Goshen Theater, Inc for Assistance with Operating Support

This Community Service Partnership Agreement (“Agreement”), entered into by and between the City of Goshen, Indiana (“the City”) and Goshen Theater, Inc (the “Partner”), is executed pursuant to the terms and conditions set forth herein. In consideration of those mutual undertakings and covenants, the parties agree as follows:

1. Purpose of this Agreement; Funds Award.

A. The purpose of this Agreement is to enable the City to award funds, in the amount of Fifty Thousand Dollars (\$50,000), to the Partner for eligible costs related to operating support, described in more detail in Partner’s Community Services Partnership Application, a copy of which is attached hereto and made a part hereof (the “Project”).

B. The funds shall be used exclusively in accordance with the provisions contained in this Agreement, in Partner’s Community Services Partnership Application, and in conformance with any applicable Indiana Code provisions. The funds received by the Partner pursuant to this Agreement shall be used only to implement the Project or to provide the services in conformance with this Agreement and for no other purpose.

2. Representations and Warranties of the Partner.

A. The Partner expressly represents and warrants to the City that it is statutorily eligible to receive these funds and that the information set forth in its Community Services Partnership Application is true, complete, and accurate. The Partner expressly agrees to promptly repay all funds paid to it under this Agreement should it be determined either that it was ineligible to receive the funds, or it made any material misrepresentation on its Community Services Partnership Application.

B. By entering into this Agreement, Partner certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this Agreement by any federal or state department or agency. The term “principal” for purposes of this Agreement is defined as an officer, director, owner, partner, key employee, other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Partner.

3. Implementation of and Reporting on the Project.

A. The Partner shall implement and complete the Project in accordance with the description contained in Partner’s Community Services Partnership Application. Any modification of the Project from the description given in Partner’s Community Services Partnership Application shall require prior written approval of the City.

B. The Partner shall submit to the City a Final Community Services Partnership Report Form within thirty (30) days of completion of the Project, but no later than December 16, 2026, on forms provided by the City.

4. Term. This Agreement commences upon execution by both parties and approval by the Goshen Board of Public Works and Safety, and shall remain in effect through completion of the Project, or December 31, 2026, whichever is later.

5. Funding.

A. The City shall fund this award during its term, pursuant to the project budget set forth within Partner's Community Services Partnership Application. The Partner shall not make substantial modifications to any line item in the budget without the prior written consent of the City, nor shall the Project costs funded by this Agreement be changed or modified without the prior written consent of the City.

B. The disbursement of funds to the Partner shall not be made until this Agreement has been fully approved by the City.

6. Payment of Claims.

A. If advance or lump payment of all or a portion of the funds is not prohibited by statute or regulation, and the City agrees to provide such advance payment, advance payment shall be made only upon submission of a proper claim setting out the intended purposes of those funds. Otherwise, all payments shall be made forty-five (45) days in arrears in conformance with applicable fiscal policies and procedures.

B. Requests for payment will be processed only upon presentation of a claim in the form designated by the City, and must be submitted with accompanying supportive documentation as requested by the City.

7. Project Monitoring by the City. The City may conduct on-site or off-site monitoring reviews of the Project during the term of this Agreement and for up to ninety (90) days after it expires or is otherwise terminated. The Partner shall extend its full cooperation and give full access to the Project site and to relevant documentation to the City or its authorized designees for the purpose of determining, among other things:

A. whether Project activities are consistent with those set forth in the Partner's Community Services Partnership Application;

B. the actual expenditure of funds to date on the Project is in conformity with the amounts for each budget line item as contained in Partner's Community Services Partnership Application and that unpaid costs have been properly accrued; and

C. that Partner is making timely progress with the Project, and that its project management, financial management and control systems, procurement systems and methods, and overall performance are in conformance with the requirements set forth in this Agreement and are fully and accurately reflected in Project reports submitted to the City.

8. Audits and Maintenance of Records. Partner may be required to submit to an audit of funds paid pursuant to this Agreement, and shall make all books, accounting records, and other documents available at all reasonable times during the term of this Agreement and for a period of three (3) years after final payment for inspection by the City or its authorized designee. Copies shall be furnished to the City at no cost.

9. Compliance with Laws.

A. The Partner shall comply with all applicable federal, state and local laws, rules, regulations and ordinances. The enactment or modification of any applicable state or federal statute or the promulgation of rules or regulations thereunder after execution of this Agreement shall be reviewed by the City and the Partner to determine whether the provisions of this Agreement require formal modification.

B. The Partner warrants that the Partner and any contractors performing work in connection with the Project shall obtain and maintain all required permits, licenses, registrations, and approvals, and shall comply with all health, safety, and environmental statutes, rules, or regulations in the performance of any work activities. Failure to do so may be deemed a material breach of this Agreement and grounds for immediate termination and denial of further opportunities with the City under this program.

C. The Partner affirms that, if it is an entity described in Indiana Code Title 23, it is properly registered, and owes no outstanding reports to the Indiana Secretary of State.

D. As required by I.C. § 5-22-3-7:

i. The Partner and any principals of the Partner certify that:

a. the Partner, except for *de minimis* and nonsystematic violations, has not violated the terms of:

- (i) I.C. 24-4.7 [Telephone Solicitation of Consumers];
- (ii) I.C. 24-5-12 [Telephone Solicitations]; or
- (iii) I.C. 24-5-14 [Regulation of Automatic Dialing Machines];

in the previous three hundred sixty-five (365) days, even if I.C. 24-4.7 is preempted by federal law; and

b. the Partner will not violate the terms of I.C. 24-4.7 for the duration of this Agreement, even if I.C. 24-4.7 is preempted by federal law.

ii. The Partner and any principals of the Partner certify that an affiliate or principal of the Partner and any agent acting on behalf of the Partner or on behalf of an affiliate or principal of the Partner, except for *de minimis* and nonsystematic violations,

c. has not violated the terms of I.C. 24-4.7 in the previous three hundred sixty-five (365) days, even if I.C. 24-4.7 is preempted by federal law; and

d. will not violate the terms of I.C. 24-4.7 for the duration of this Agreement even if I.C. 24-4.7 is preempted by federal law.

10. Employment Eligibility Verification. As required by I.C. 22-5-1.7, the Partner hereby swears or affirms under the penalties of perjury that:

- A. The Partner has enrolled and is participating in the E-Verify program;
- B. The Partner has provided documentation to the City that it has enrolled and is participating in the E-Verify program;
- A. The Partner does not knowingly employ an unauthorized alien.
- B. The Partner shall require its contractors who perform work under this Agreement to certify to Partner that the contractor does not knowingly employ or contract with an unauthorized alien and that the contractor has enrolled and is participating in the E-Verify program. The Partner shall maintain this certification throughout the duration of the term of a contract with a contractor.

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

11. Funding Cancellation. When a written determination is made that funds are not appropriated or otherwise available to support continuation of performance of this Agreement, it shall be canceled.

12. Governing Law. This Agreement shall be governed, construed, and enforced in accordance with the laws of the State of Indiana, without regard to its conflict of laws rules. Suit, if any, must be brought in Elkhart County, State of Indiana.

13. Nondiscrimination. Pursuant to the Indiana Civil Rights Law, specifically including I.C. § 22-9-1-10, and in keeping with the purposes of the federal Civil Rights Act of 1964, the Age Discrimination in Employment Act, and the Americans with Disabilities Act, the Partner covenants that it shall not discriminate against any employee or applicant for employment relating to this Agreement with respect to the hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of the employee or applicant's: race, color, national origin, religion, sex, sexual orientation or identity, age, disability, ancestry, status as a veteran, or any other characteristic protected by federal, state, or local law ("Protected Characteristics"). Furthermore, Partner certifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination based on the Protected Characteristics in the provision of services.

The Partner understands that the City is a recipient of federal funds, and therefore, where applicable, Partner and any subcontractors shall comply with requisite affirmative action requirements, including reporting, pursuant to 41 CFR Chapter 60, as amended, and Section 202 of Executive Order 11246 as amended by Executive Order 13672.

14. Contracting with Relatives. Pursuant to IC 36-1-21, if Partner is wholly or partially owned by a relative of an elected official of the City Partner certifies that Partner has notified in

writing both the elected official of the City and the City's legal department prior to entering into this contract that an elected official of the City is a relative of an owner of Partner.

15. Notice to Parties. Whenever any notice, statement or other communication is required under this Agreement, it shall be sent by first class mail or via an established courier/delivery service to the following addresses, unless otherwise specifically advised.

A. Notices to the City shall be sent to:

City of Goshen
Attn: Legal Department
204 E. Jefferson Street
Goshen, IN 46526
bodiestegelmann@goshencity.com

B. Notices to the Partner shall be sent to:

Goshen Theater, Inc
Attn: Marcia Yost
216 South Main Street
Goshen, IN 46526
boardchair@goshentheater.org

16. Order of Precedence. Any inconsistency or ambiguity in this Agreement shall be resolved by giving precedence in the following order: (1) requirements imposed by applicable federal or State law; (2) this Agreement; (3) the Community Services Partnership Application.

17. Termination for Breach.

A. Failure to complete the Project and expend funds in accordance with this Agreement may be considered a material breach, and shall entitle the City to suspend payments under this Agreement, and suspend the Partner's participation in the City Community Service Partnership program until such time as all material breaches are cured to the City's satisfaction.

B. The expenditure of funds other than in conformance with the Project or the Budget may be deemed a breach. The Partner explicitly covenants that it shall promptly repay to the City all funds not spent in conformance with this Agreement.

18. Termination for Convenience. Unless prohibited by a statute or regulation relating to the award under this Agreement, this Agreement may be terminated, in whole or in part, by the City whenever, for any reason, the City determines that such termination is in the best interest of the City. Termination shall be affected by delivery to the Partner of a Termination Notice, specifying effective date of termination and extent of termination. The Partner shall be compensated for completion of the Project properly done prior to the effective date of termination. The City will not be liable for work on the Project performed after the effective date of termination.

19. Non-Collusion, Acceptance. The undersigned individual signing on behalf of the Partner attests, subject to the penalties for perjury, that the undersigned is the Partner or a properly

authorized representative, agent, member, or officer of the Partner. To the undersigned's knowledge, neither the undersigned nor any other member, employee, representative, agent, or officer of the Partner, directly or indirectly, has entered into or been offered any sum of money or other consideration for the execution of this Agreement other than that which appears upon the face hereof.

In Witness Whereof, Partner and the City have, through their duly authorized representatives, entered into this Agreement. The parties, having read and understood the foregoing terms of this Agreement, do by their respective signatures dated below agree to the terms thereof.

CITY:

City Of Goshen, Indiana

Gina Leichty, Mayor

Date: _____

PARTNER:

Goshen Theater, Inc

Marica Yost, Board Chair

Date: _____

From: [Marcia Yost](#)
To: [CommunityRelations](#)
Subject: New submission from Community Partnership Application
Date: Tuesday, November 25, 2025 1:52:24 PM

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Date

11/14/2025

Organization

The Goshen Theater - Addendum with documents

Address

216 S. Main St.
Goshen, Indiana 46526
United States
[Map It](#)

Contact Person

Marcia Yost

Email

boardchair@goshentheater.org

Project Title

Goshen Theater 2026

Amount Requested

\$50,000

Website

<https://goshentheater.org>

Additional Organizational Information

Goshen Theater has a 600 seat auditorium, ballroom, and elegant lobby, all available as performance and gathering spaces. It's a strong asset to downtown Goshen and the entire region. We also partner with organizations in town to provide space for their endeavors.

Additional Organizational Information Continued

Mission Statement: Goshen Theater is a catalyst for exploring the depths of creativity and imagination through educational and entertaining programming in the arts.

Goshen Theater Vision Statement:

The historic Goshen Theater is a hub for the arts in Goshen and beyond. It is a leading force in producing and presenting art in all its forms for the regional audience. Goshen Theater is a place for innovative collaboration and engaging arts education. It is a catalyst for creativity—a space where the community comes together to challenge paradigms and grow imagination.

Goshen Theater uplifts and celebrates the community by providing opportunities for people of all identities and beliefs to feel a sense of belonging. It is a place for conversations, gatherings, and events, supporting respectful discourse. The theater offers rental spaces for civic and business communities and is a venue for families and friends to recognize milestones. Goshen Theater strives to be a great place to work and volunteer, reflecting the diverse identities of the area on the staff and board.

Years in operation

Beginning in 1907 a number of reiterations. 2014–Present (Revival and Renovation): A non-profit organization, Goshen Theater Inc. (GTI), purchased the building in 2014 and began extensive renovations to restore it as a performing arts venue. The theater began offering limited programming in 2016 and, after major restoration work, has been fully operational as a community arts hub since around 2015

Number of full-time paid staff

Four

Number of volunteers

30+

List of Board Members

Goshen Theater Board
Marcia Yost – Board Chair
Shelly Fidler – Vice Chair
Kate Leichty – Treasurer
Dennis Landis – Secretary
Juan-Carlos Alarcon
Jon Hunsberger
Becky Hutsell
Kim Menczynski
Katie Miller O’Leary
Doug Risser
Julia Gautsche – Ex- officio (past Board Chair)

Describe how the funds were utilized

We presented two main stage musicals. We had a top-notch cast, direction and technical staff. The community loved it and we had great attendance at the performances.

Another highlight was a collaboration with the Elkhart County Symphony Orchestra, to present “Annie Get Your Gun.” Conducted by Victoria Petrak and featuring a cast drawn from the regional community, it was a fun, exciting evening for all ages.

Summer Theater camp is a 3-week program offered every June, focusing on fine arts, fun, and performance. Participants, ages 8 – 14, learn about theater, design, storytelling, history, and teamwork. The culmination is a live performance on the stage.

Every October, GT hosts the City’s Indigenous People’s Celebration, including dance, stories, artwork and discussion. It’s organized by the Community Relations Commission and presented at GT.

Our free monthly movies are family-friendly and serve our goal to give back to the community.

In 2025 we have continued to partner with Phoenix Performing Arts and, by the end of this year, we will have hosted nine all-audience and youth productions by Phoenix. This partnership will continue into 2026

and beyond.

Rentals were strong in 2025 and continue to increase as we move into 2026. We are beginning to be a place that people see as a place to hold your event.

Goshen Theater represents the resurrection of an important historical, architectural landmark, providing a venue to showcase regional talent in all disciplines, serving as a community gathering place, and bringing in talent from beyond the region to stimulate new ideas. The energy and vitality of the theater stimulates the entire downtown and the theater activities bring hundreds of people to Downtown Goshen annually.

The demographics of Goshen Theater's audience reflect those of the City of Goshen. From mid 2023 – mid 2024, we have served 12,679 adults over 18; 3,790 children under 19. About 28% of our total audience was people who are underserved. Of this group, about 80% were Latinx.

Goshen Theater staff, board and volunteers will complete the work of the theater. We also have many programmatic partners.

January 1, 2025 – December 31, 2025.

Stimulate vitality in Downtown Goshen: Measured by attendance, number of people utilizing downtown restaurants, ticket sales.

Provide stimulating, educational and entertaining programs: Measured by audience response, attendance, ticket sales, enrollment in camps and classes.

Create a hub for community and cultural activities: Measured by requests for rentals, number of new partnerships, attendance, ticket sales, income from programs, concessions.

January 1, 2025.

GT will continue to provide programs for all ages and serve as a meeting place for community. Several programs will be presented as series' starting in 2025. This includes: A Readers Theater Series; A Cabaret Series; Martinis and Music Series; Movie Series; monthly partnership with First Fridays; Phoenix Performing Arts production series' for all ages and for youth; Summer Theater Camp; After School Classes. In addition to this, we will produce one musical production, on straight play, and one musical collaboration with The Elkhart County Symphony Orchestra.

The Theater will also continue its vibrant rental programs, with accommodate business and family events and bring in musical presentations such as bands, dance, and vocal music.

The work of Goshen Theater supports the goal of positioning Downtown Goshen as a hub of innovative and entrepreneurial activity. Our programs are all based in creativity and innovation and bring in partners from the region and beyond to share new ideas and bring new audiences to Goshen.

Does this item look suspicious? Report

Google LLC, 1600 Amphitheatre Parkway, Mountain View, CA 94043, USA
You have received this email because execdir@goshentheater.org shared a document with you from Google Docs. Google

How was the City recognized as a Partner?

The City is recognized on the GT website; on all publications; in the monthly newsletter; on the scrolling list of donors in the lobby.

Proposed Project Description

We are asking for support for 2026 to continue to sustain our programming and to be a space for the arts community and our Goshen residents to enjoy.

Community needs or problems to be addressed

Goshen Theater represents the resurrection of an important historical, architectural landmark, providing a venue to showcase regional talent in all disciplines, serving as a community gathering place, and bringing in talent from beyond the region to stimulate new ideas. The energy and vitality of the theater stimulates the entire downtown and the theater activities bring hundreds of people to Downtown Goshen annually.

Population or area to be served

The demographics of Goshen Theater's audience reflect those of the City of Goshen. From mid 2024 – mid 2025, we have served 13540 adults over 18; 5400 children under 19. About 28% of our total audience was people who are underserved. Of this group, about 80% were Latinx.

Person(s) responsible to complete the work

Goshen Theater staff, board and volunteers will complete the work of the theater. We also have many programmatic partners.

Start Date

01/01/2026

End Date

12/30/2026

Goals:

Stimulate vitality in Downtown Goshen: Measured by attendance, number of people utilizing downtown restaurants, ticket sales.

Provide outstanding educational and entertaining programs: Measured by audience response, attendance, ticket sales, enrollment in camps and classes.

Create a hub for community and cultural activities: Measured by requests for rentals, community meetings, maintaining and growing partnerships, attendance, ticket sales, income from programs, concessions.

What date do you anticipate need these funds?

02/09/2026

Describe how grant funds will be utilized

GT will continue to provide programs for all ages and serve as a meeting place for community. Several programs will be presented as series' starting in 2025. This includes: A Readers Theater Series; A Cabaret Series; Martinis and Music Series; Movie Series; monthly partnership with First Fridays; Phoenix Performing Arts production series' for all ages and for youth; Summer Theater Camp; After School Classes. In addition to this, we will produce one musical production, on straight play, and one musical collaboration with The Elkhart County Symphony Orchestra.

The Theater will also continue its vibrant rental programs, with accommodate business and family events and bring in musical presentations such as bands, dance, and vocal music.

The work of Goshen Theater supports the goal of positioning Downtown Goshen as a hub of innovative and entrepreneurial activity. Our programs are all based in creativity and innovation and bring in partners from the region and beyond to share new ideas and bring new audiences to Goshen.

How will the project meet one of more objectives

The work of Goshen Theater supports the goal of positioning Downtown Goshen as a hub of innovative and entrepreneurial activity. Our programs are all based in creativity and innovation and bring in partners from the region and beyond to share new ideas and bring new audiences to Goshen.

Please confirm that you can provide this information by checking this box.

- Yes. We have Liability Insurance and can provide a Certificate of Liability naming the City of Goshen as an additional insured on our policy.

Upload 2-4 previous year photos (.jpg preferred)

- [IMG_9574.jpg](#)
- [IMG_0052.jpg](#)
- [IMG_0037.jpg](#)
- [IMG_0062.jpg](#)

Upload current fiscal year budget for your organization

- [2025-budget-2025-Master.pdf](#)

Applicant Signature

Signature Image

**Date**

11/24/2025

**COMMUNITY SERVICE
PARTNERSHIP AGREEMENT**

With Chain Reaction Bicycle Project, Inc. for Assistance with Operating Support

This Community Service Partnership Agreement ("Agreement"), entered into by and between the City of Goshen, Indiana ("the City") and Chain Reaction Bicycle Project, Inc. (the "Partner"), is executed pursuant to the terms and conditions set forth herein. In consideration of those mutual undertakings and covenants, the parties agree as follows:

1. Purpose of this Agreement; Funds Award.

A. The purpose of this Agreement is to enable the City to award funds, in the amount of Four Thousand Two Hundred Fifty-Nine and 18/100 Dollars (\$4,259.18), to the Partner for eligible costs related to operating support, described in more detail in Partner's Community Services Partnership Application, a copy of which is attached hereto and made a part hereof (the "Project").

B. The funds shall be used exclusively in accordance with the provisions contained in this Agreement, in Partner's Community Services Partnership Application, and in conformance with any applicable Indiana Code provisions. The funds received by the Partner pursuant to this Agreement shall be used only to implement the Project or to provide the services in conformance with this Agreement and for no other purpose.

2. Representations and Warranties of the Partner.

A. The Partner expressly represents and warrants to the City that it is statutorily eligible to receive these funds and that the information set forth in its Community Services Partnership Application is true, complete, and accurate. The Partner expressly agrees to promptly repay all funds paid to it under this Agreement should it be determined either that it was ineligible to receive the funds, or it made any material misrepresentation on its Community Services Partnership Application.

B. By entering into this Agreement, Partner certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this Agreement by any federal or state department or agency. The term "principal" for purposes of this Agreement is defined as an officer, director, owner, partner, key employee, other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Partner.

3. Implementation of and Reporting on the Project.

A. The Partner shall implement and complete the Project in accordance with the description contained in Partner's Community Services Partnership Application. Any modification of the Project from the description given in Partner's Community Services Partnership Application shall require prior written approval of the City.

B. The Partner shall submit to the City a Final Community Services Partnership Report Form within thirty (30) days of completion of the Project, but no later than December 16, 2026, on forms provided by the City.

4. Term. This Agreement commences upon execution by both parties and approval by the Goshen Board of Public Works and Safety, and shall remain in effect through completion of the Project, or December 31, 2026, whichever is later.

5. Funding.

A. The City shall fund this award during its term, pursuant to the project budget set forth within Partner's Community Services Partnership Application. The Partner shall not make substantial modifications to any line item in the budget without the prior written consent of the City, nor shall the Project costs funded by this Agreement be changed or modified without the prior written consent of the City.

B. The disbursement of funds to the Partner shall not be made until this Agreement has been fully approved by the City.

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A. whether Project activities are consistent with those set forth in the Partner's Community Services Partnership Application;

B. the actual expenditure of funds to date on the Project is in conformity with the amounts for each budget line item as contained in Partner's Community Services Partnership Application and that unpaid costs have been properly accrued; and

C. that Partner is making timely progress with the Project, and that its project management, financial management and control systems, procurement systems and methods, and overall performance are in conformance with the requirements set forth in this Agreement and are fully and accurately reflected in Project reports submitted to the City.

8. Audits and Maintenance of Records. Partner may be required to submit to an audit of funds paid pursuant to this Agreement, and shall make all books, accounting records, and other documents available at all reasonable times during the term of this Agreement and for a period of three (3) years after final payment for inspection by the City or its authorized designee. Copies shall be furnished to the City at no cost.

9. Compliance with Laws.

A. The Partner shall comply with all applicable federal, state and local laws, rules, regulations and ordinances. The enactment or modification of any applicable state or federal statute or the promulgation of rules or regulations thereunder after execution of this Agreement shall be reviewed by the City and the Partner to determine whether the provisions of this Agreement require formal modification.

B. The Partner warrants that the Partner and any contractors performing work in connection with the Project shall obtain and maintain all required permits, licenses, registrations, and approvals, and shall comply with all health, safety, and environmental statutes, rules, or regulations in the performance of any work activities. Failure to do so may be deemed a material breach of this Agreement and grounds for immediate termination and denial of further opportunities with the City under this program.

C. The Partner affirms that, if it is an entity described in Indiana Code Title 23, it is properly registered, and owes no outstanding reports to the Indiana Secretary of State.

D. As required by I.C. § 5-22-3-7:

i. The Partner and any principals of the Partner certify that:

a. the Partner, except for *de minimis* and nonsystematic violations, has not violated the terms of:

- (i) I.C. 24-4.7 [Telephone Solicitation of Consumers];
- (ii) I.C. 24-5-12 [Telephone Solicitations]; or
- (iii) I.C. 24-5-14 [Regulation of Automatic Dialing Machines];

in the previous three hundred sixty-five (365) days, even if I.C. 24-4.7 is preempted by federal law; and

b. the Partner will not violate the terms of I.C. 24-4.7 for the duration of this Agreement, even if I.C. 24-4.7 is preempted by federal law.

ii. The Partner and any principals of the Partner certify that an affiliate or principal of the Partner and any agent acting on behalf of the Partner or on behalf of an affiliate or principal of the Partner, except for *de minimis* and nonsystematic violations,

c. has not violated the terms of I.C. 24-4.7 in the previous three hundred sixty-five (365) days, even if I.C. 24-4.7 is preempted by federal law; and

d. will not violate the terms of I.C. 24-4.7 for the duration of this Agreement even if I.C. 24-4.7 is preempted by federal law.

10. Employment Eligibility Verification. As required by I.C. 22-5-1.7, the Partner hereby swears or affirms under the penalties of perjury that:

- A. The Partner has enrolled and is participating in the E-Verify program;
- B. The Partner has provided documentation to the City that it has enrolled and is participating in the E-Verify program;
- A. The Partner does not knowingly employ an unauthorized alien.
- B. The Partner shall require its contractors who perform work under this Agreement to certify to Partner that the contractor does not knowingly employ or contract with an unauthorized alien and that the contractor has enrolled and is participating in the E-Verify program. The Partner shall maintain this certification throughout the duration of the term of a contract with a contractor.

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

11. Funding Cancellation. When a written determination is made that funds are not appropriated or otherwise available to support continuation of performance of this Agreement, it shall be canceled.

12. Governing Law. This Agreement shall be governed, construed, and enforced in accordance with the laws of the State of Indiana, without regard to its conflict of laws rules. Suit, if any, must be brought in Elkhart County, State of Indiana.

13. Nondiscrimination. Pursuant to the Indiana Civil Rights Law, specifically including I.C. § 22-9-1-10, and in keeping with the purposes of the federal Civil Rights Act of 1964, the Age Discrimination in Employment Act, and the Americans with Disabilities Act, the Partner covenants that it shall not discriminate against any employee or applicant for employment relating to this Agreement with respect to the hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of the employee or applicant's: race, color, national origin, religion, sex, sexual orientation or identity, age, disability, ancestry, status as a veteran, or any other characteristic protected by federal, state, or local law ("Protected Characteristics"). Furthermore, Partner certifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination based on the Protected Characteristics in the provision of services.

The Partner understands that the City is a recipient of federal funds, and therefore, where applicable, Partner and any subcontractors shall comply with requisite affirmative action requirements, including reporting, pursuant to 41 CFR Chapter 60, as amended, and Section 202 of Executive Order 11246 as amended by Executive Order 13672.

14. Contracting with Relatives. Pursuant to IC 36-1-21, if Partner is wholly or partially owned by a relative of an elected official of the City Partner certifies that Partner has notified in

writing both the elected official of the City and the City's legal department prior to entering into this contract that an elected official of the City is a relative of an owner of Partner.

15. Notice to Parties. Whenever any notice, statement or other communication is required under this Agreement, it shall be sent by first class mail or via an established courier/delivery service to the following addresses, unless otherwise specifically advised.

A. Notices to the City shall be sent to:

City of Goshen
Attn: Legal Department
204 E. Jefferson Street
Goshen, IN 46526
bodiestegelman@goshencity.com

B. Notices to the Partner shall be sent to:

Chain Reaction Bicycle Project, Inc.
Attn: Jeremy Sutter
510 East Washington Street
Goshen, IN 46526
info@crbp.org

16. Order of Precedence. Any inconsistency or ambiguity in this Agreement shall be resolved by giving precedence in the following order: (1) requirements imposed by applicable federal or State law; (2) this Agreement; (3) the Community Services Partnership Application.

17. Termination for Breach.

A. Failure to complete the Project and expend funds in accordance with this Agreement may be considered a material breach, and shall entitle the City to suspend payments under this Agreement, and suspend the Partner's participation in the City Community Service Partnership program until such time as all material breaches are cured to the City's satisfaction.

B. The expenditure of funds other than in conformance with the Project or the Budget may be deemed a breach. The Partner explicitly covenants that it shall promptly repay to the City all funds not spent in conformance with this Agreement.

18. Termination for Convenience. Unless prohibited by a statute or regulation relating to the award under this Agreement, this Agreement may be terminated, in whole or in part, by the City whenever, for any reason, the City determines that such termination is in the best interest of the City. Termination shall be affected by delivery to the Partner of a Termination Notice, specifying effective date of termination and extent of termination. The Partner shall be compensated for completion of the Project properly done prior to the effective date of termination. The City will not be liable for work on the Project performed after the effective date of termination.

19. Non-Collusion, Acceptance. The undersigned individual signing on behalf of the Partner attests, subject to the penalties for perjury, that the undersigned is the Partner or a properly

authorized representative, agent, member, or officer of the Partner. To the undersigned's knowledge, neither the undersigned nor any other member, employee, representative, agent, or officer of the Partner, directly or indirectly, has entered into or been offered any sum of money or other consideration for the execution of this Agreement other than that which appears upon the face hereof.

In Witness Whereof, Partner and the City have, through their duly authorized representatives, entered into this Agreement. The parties, having read and understood the foregoing terms of this Agreement, do by their respective signatures dated below agree to the terms thereof.

CITY:

City Of Goshen, Indiana

Gina Leichty, Mayor

Date: _____

PARTNER:

Chain Reaction Bicycle Project, Inc.

Jeremy Sutter, Board Member

Date: _____

From: [Jeremy Sutter](#)
To: [CommunityRelations](#)
Subject: New submission from Community Partnership Application
Date: Saturday, November 8, 2025 3:04:39 PM

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

| |
|--|
| Date |
| 11/08/2025 |
| Organization |
| Chain Reaction Bicycle Project |
| Address |
| 510 East Washington Street Goshen, Indiana 46526 United States Map It |
| Contact Person |
| Jeremy Sutter |
| Email |
| info@crbp.org |
| Project Title |
| Work Release Bike Equality |
| Amount Requested |
| 4,259.18 |
| Website |
| http://crbp.org/ |
| Additional Organizational Information |
| Chain Reaction Bicycle Project (CRBP) is a community based nonprofit that offers a shared bicycle repair workspace where volunteers, staff, and local community members work together to build, maintain, and repair bike. CRBP promotes mutual learning and empowerment by teaching repair skill, providing low cost or work to own bikes, and hosting public workshops. Its inclusive approach helps meet basic transportation needs while fostering local engagement. |
| Additional Organizational Information Continued |
| Mission: Chain Reaction Bicycle Project, Inc. (CRBP) promotes bicycle transportation and bicycling safety in the Goshen community through educational programs, offering reasonably priced used bicycles for sale, repair services, and providing increased access to bicycles for all persons, including those with limited income. Vision: To create a welcoming space where individuals of all backgrounds collaborate, share knowledge, and gain confidence through bicycle repair and maintenance. CRBP envisions a more connected and empowered community built through encouraging sustainable transportation and shared experience. |
| Years in operation |

| |
|--|
| 21 (since 2004) |
| Number of full-time paid staff |
| 1 |
| Number of volunteers |
| 6-10 |
| List of Board Members |
| Kathy Nofziger Yeakey Jared Leaman Jeremy Sutter J. Tyler Klassen |
| Proposed Project Description |
| <p>Chain Reaction Bicycle Project seeks funding to support its role as a collaborative bicycle workspace serving the Goshen community.</p> <p>We want to dedicate specific shop time to the work release participants. The number of participants is greater than the past and require more intentional time.</p> <p>CRBP is more than a place to buy or fix a bike. It is a community hub where people come together to learn, build, and support one another. Through volunteer-led repairs, classes, and a work-to-own program, CRBP helps residents access affordable transportation while gaining practical skills and a sense of belonging. This project will enhance CRBP's ability to serve as a vital, inclusive resource for Goshen.</p> |
| Community needs or problems to be addressed |
| <p>Goshen residents without access to affordable transportation face barriers to employment, education, and healthcare. Many cannot afford vehicles, and public transit options are limited. CRBP helps meet this need by offering low-cost or volunteer-earned bicycles, bicycle maintenance and repair education. The project also addresses the need for shared community space where people can connect and build skills. CRBP provides a practical and empowering solution through hands-on learning and collaborative services.</p> |
| Population or area to be served |
| Persons from the Work release program. |
| Person(s) responsible to complete the work |
| Saywer Biddle |
| Start Date |
| 01/07/2025 |
| End Date |
| 04/24/2026 |
| Goals: |
| <p>The number of Work release participants that are able to ride a bicycle away from the shop. The number of volunteer hours and the amount of instruction provided to participants that is useful in maintaining their bicycles.</p> |
| What date do you anticipate need these funds? |

01/30/2026

Describe how grant funds will be utilized

The grant will pay for 2 days a week for 3 winter months. The grant will ensure expert knowledge is available to the participants of the work release program. They require a ridged schedule that volunteers can't always fulfill. The funds will ensure the expert knowledge will be there as needed by the program.

How will the project meet one of more objectives

The work release program has been a long-time partner of Chain Reaction. In years past the number of participants was limited to two or three people. Within the past couple years, the limit has been removed and 5-7 participants will be at the shop at one time. This is a full load for the person with expert knowledge requiring full attention to the needs of these individuals. Without this funding, the access to this program may be limited once again.

Please confirm that you can provide this information by checking this box.

- Yes. We have Liability Insurance and can provide a Certificate of Liability naming the City of Goshen as an additional insured on our policy.

Upload previous year financial statement for your organization (PDF)

- [PY-Financial-Statement-2024.pdf](#)

Upload 2-4 previous year photos (.jpg preferred)

- [volunteers3.jpg](#)
- [volunteers2.jpg](#)
- [volunteers1.jpg](#)

Upload current fiscal year budget for your organization

- [CRBP-2025-Budget.pdf](#)

Applicant Signature

Signature Image



Date

11/08/2025

COMMUNITY SERVICE
PARTNERSHIP AGREEMENT

With The Goshen Interfaith Hospitality Network, Inc. d/b/a First Light Mission to Provide
Operational Support and Expansion Costs

This Community Service Partnership Agreement (“Agreement”), entered into by and between the City of Goshen, Indiana (“the City”) and The Goshen Interfaith Hospitality Network, Inc., d/b/a First Light Mission (the “Partner”), is executed pursuant to the terms and conditions set forth herein. In consideration of those mutual undertakings and covenants, the parties agree as follows:

1. Purpose of this Agreement; Funds Award.

A. The purpose of this Agreement is to enable the City to award funds, in the amount of Thirty Thousand Dollars (\$30,000), to the Partner for eligible operational support and expansion costs described in more detail in Partner’s Community Services Partnership Application, a copy of which is attached hereto and made a part hereof (the “Project”).

B. The funds shall be used exclusively in accordance with the provisions contained in this Agreement, in Partner’s Community Services Partnership Application, and in conformance with any applicable Indiana Code provisions. The funds received by the Partner pursuant to this Agreement shall be used only to implement the Project or to provide the services in conformance with this Agreement and for no other purpose.

2. Representations and Warranties of the Partner.

A. The Partner expressly represents and warrants to the City that it is statutorily eligible to receive these funds and that the information set forth in its Community Services Partnership Application is true, complete, and accurate. The Partner expressly agrees to promptly repay all funds paid to it under this Agreement should it be determined either that it was ineligible to receive the funds, or it made any material misrepresentation on its Community Services Partnership Application.

B. By entering into this Agreement, Partner certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this Agreement by any federal or state department or agency. The term “principal” for purposes of this Agreement is defined as an officer, director, owner, partner, key employee, other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Partner.

3. Implementation of and Reporting on the Project.

A. The Partner shall implement and complete the Project in accordance with the description contained in Partner’s Community Services Partnership Application. Any modification of the Project from the description given in Partner’s Community Services Partnership Application shall require prior written approval of the City.

B. The Partner shall submit to the City a Final Community Services Partnership Report Form within thirty (30) days of completion of the Project, but no later than December 16, 2026, on forms provided by the City.

4. Term. This Agreement commences upon execution by both parties and approval by the Goshen Board of Public Works and Safety, and shall remain in effect through completion of the Project, or December 31, 2026, whichever is later.

5. Funding.

A. The City shall fund this award during its term, pursuant to the project budget set forth within Partner's Community Services Partnership Application. The Partner shall not make substantial modifications to any line item in the budget without the prior written consent of the City, nor shall the Project costs funded by this Agreement be changed or modified without the prior written consent of the City.

B. The disbursement of funds to the Partner shall not be made until this Agreement has been fully approved by the City.

6. Payment of Claims.

A. If advance or lump payment of all or a portion of the funds is not prohibited by statute or regulation, and the City agrees to provide such advance payment, advance payment shall be made only upon submission of a proper claim setting out the intended purposes of those funds. Otherwise, all payments shall be made forty-five (45) days in arrears in conformance with applicable fiscal policies and procedures.

B. Requests for payment will be processed only upon presentation of a claim in the form designated by the City, and must be submitted with accompanying supportive documentation as requested by the City.

7. Project Monitoring by the City. The City may conduct on-site or off-site monitoring reviews of the Project during the term of this Agreement and for up to ninety (90) days after it expires or is otherwise terminated. The Partner shall extend its full cooperation and give full access to the Project site and to relevant documentation to the City or its authorized designees for the purpose of determining, among other things:

A. whether Project activities are consistent with those set forth in the Partner's Community Services Partnership Application;

B. the actual expenditure of funds to date on the Project is in conformity with the amounts for each budget line item as contained in Partner's Community Services Partnership Application and that unpaid costs have been properly accrued; and

C. that Partner is making timely progress with the Project, and that its project management, financial management and control systems, procurement systems and methods, and overall performance are in conformance with the requirements set forth in this Agreement and are fully and accurately reflected in Project reports submitted to the City.

8. Audits and Maintenance of Records. Partner may be required to submit to an audit of funds paid pursuant to this Agreement, and shall make all books, accounting records, and other documents available at all reasonable times during the term of this Agreement and for a period of three (3) years after final payment for inspection by the City or its authorized designee. Copies shall be furnished to the City at no cost.

9. Compliance with Laws.

A. The Partner shall comply with all applicable federal, state and local laws, rules, regulations and ordinances. The enactment or modification of any applicable state or federal statute or the promulgation of rules or regulations thereunder after execution of this Agreement shall be reviewed by the City and the Partner to determine whether the provisions of this Agreement require formal modification.

B. The Partner warrants that the Partner and any contractors performing work in connection with the Project shall obtain and maintain all required permits, licenses, registrations, and approvals, and shall comply with all health, safety, and environmental statutes, rules, or regulations in the performance of any work activities. Failure to do so may be deemed a material breach of this Agreement and grounds for immediate termination and denial of further opportunities with the City under this program.

C. The Partner affirms that, if it is an entity described in Indiana Code Title 23, it is properly registered, and owes no outstanding reports to the Indiana Secretary of State.

D. As required by I.C. § 5-22-3-7:

i. The Partner and any principals of the Partner certify that:

a. the Partner, except for *de minimis* and nonsystematic violations, has not violated the terms of:

- (i) I.C. 24-4.7 [Telephone Solicitation of Consumers];
- (ii) I.C. 24-5-12 [Telephone Solicitations]; or
- (iii) I.C. 24-5-14 [Regulation of Automatic Dialing Machines];

in the previous three hundred sixty-five (365) days, even if I.C. 24-4.7 is preempted by federal law; and

b. the Partner will not violate the terms of I.C. 24-4.7 for the duration of this Agreement, even if I.C. 24-4.7 is preempted by federal law.

ii. The Partner and any principals of the Partner certify that an affiliate or principal of the Partner and any agent acting on behalf of the Partner or on behalf of an affiliate or principal of the Partner, except for *de minimis* and nonsystematic violations,

c. has not violated the terms of I.C. 24-4.7 in the previous three hundred sixty-five (365) days, even if I.C. 24-4.7 is preempted by federal law; and

d. will not violate the terms of I.C. 24-4.7 for the duration of this Agreement even if I.C. 24-4.7 is preempted by federal law.

10. Employment Eligibility Verification. As required by I.C. 22-5-1.7, the Partner hereby swears or affirms under the penalties of perjury that:

- A. The Partner has enrolled and is participating in the E-Verify program;
- B. The Partner has provided documentation to the City that it has enrolled and is participating in the E-Verify program;
- C. The Partner does not knowingly employ an unauthorized alien.
- D. The Partner shall require its contractors who perform work under this Agreement to certify to Partner that the contractor does not knowingly employ or contract with an unauthorized alien and that the contractor has enrolled and is participating in the E-Verify program. The Partner shall maintain this certification throughout the duration of the term of a contract with a contractor.

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

11. Funding Cancellation. When a written determination is made that funds are not appropriated or otherwise available to support continuation of performance of this Agreement, it shall be canceled.

12. Governing Law. This Agreement shall be governed, construed, and enforced in accordance with the laws of the State of Indiana, without regard to its conflict of laws rules. Suit, if any, must be brought in Elkhart County, State of Indiana.

13. Nondiscrimination. Pursuant to the Indiana Civil Rights Law, specifically including I.C. § 22-9-1-10, and in keeping with the purposes of the federal Civil Rights Act of 1964, the Age Discrimination in Employment Act, and the Americans with Disabilities Act, the Partner covenants that it shall not discriminate against any employee or applicant for employment relating to this Agreement with respect to the hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of the employee or applicant's: race, color, national origin, religion, sex, sexual orientation or identity, age, disability, ancestry, status as a veteran, or any other characteristic protected by federal, state, or local law ("Protected Characteristics"). Furthermore, Partner certifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination based on the Protected Characteristics in the provision of services.

The Partner understands that the City is a recipient of federal funds, and therefore, where applicable, Partner and any subcontractors shall comply with requisite affirmative action requirements, including reporting, pursuant to 41 CFR Chapter 60, as amended, and Section 202 of Executive Order 11246 as amended by Executive Order 13672.

14. Contracting with Relatives. Pursuant to IC 36-1-21, if Partner is wholly or partially owned by a relative of an elected official of the City Partner certifies that Partner has notified in writing both the elected official of the City and the City's legal department prior to entering into this contract that an elected official of the City is a relative of an owner of Partner.

15. Notice to Parties. Whenever any notice, statement or other communication is required under this Agreement, it shall be sent by first class mail or via an established courier/delivery service to the following addresses, unless otherwise specifically advised.

A. Notices to the City shall be sent to:

City of Goshen
Attn: Legal Department
204 E. Jefferson Street
Goshen, IN 46526
bodiestegelman@goshencity.com

B. Notices to the Partner shall be sent to:

The Goshen Interfaith Hospitality Network, Inc. d/b/a First Light Mission
Attn: Mindy Morehead, Executive Director
801 S. Wilkinson Street
Goshen, IN 46528
director@firstlightmission.org

16. Order of Precedence. Any inconsistency or ambiguity in this Agreement shall be resolved by giving precedence in the following order: (1) requirements imposed by applicable federal or State law; (2) this Agreement; (3) the Community Services Partnership Application.

17. Termination for Breach.

A. Failure to complete the Project and expend funds in accordance with this Agreement may be considered a material breach, and shall entitle the City to suspend payments under this Agreement, and suspend the Partner's participation in the City Community Service Partnership program until such time as all material breaches are cured to the City's satisfaction.

B. The expenditure of funds other than in conformance with the Project or the Budget may be deemed a breach. The Partner explicitly covenants that it shall promptly repay to the City all funds not spent in conformance with this Agreement.

18. Termination for Convenience. Unless prohibited by a statute or regulation relating to the award under this Agreement, this Agreement may be terminated, in whole or in part, by the City whenever, for any reason, the City determines that such termination is in the best interest of the City. Termination shall be affected by delivery to the Partner of a Termination Notice, specifying effective date of termination and extent of termination. The Partner shall be compensated for completion of the Project properly done prior to the effective date of termination. The City will not be liable for work on the Project performed after the effective date of termination.

19. Non-Collusion, Acceptance. The undersigned individual signing on behalf of the Partner attests, subject to the penalties for perjury, that the undersigned is the Partner or a properly authorized representative, agent, member, or officer of the Partner. To the undersigned's knowledge, neither the undersigned nor any other member, employee, representative, agent, or officer of the Partner, directly or indirectly, has entered into or been offered any sum of money or other consideration for the execution of this Agreement other than that which appears upon the face hereof.

In Witness Whereof, Partner and the City have, through their duly authorized representatives, entered into this Agreement. The parties, having read and understood the foregoing terms of this Agreement, do by their respective signatures dated below agree to the terms thereof.

CITY:

City Of Goshen, Indiana

Gina Leichty, Mayor

Date

PARTNER:

**The Goshen Interfaith Hospitality
Network, Inc.**

Mindy Morehead, Director

Date

From: [Mindy Morehead](#)
To: [Wanbaugh, Michael](#)
Subject: New submission from Community Partnership Application
Date: Tuesday, November 25, 2025 5:00:39 PM

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

| |
|--|
| Date |
| 11/19/2025 |
| Organization |
| GIHN DBA First Light Mission |
| Address |
| 801 S Wilkinson Street Goshen, Indiana 46528 United States Map It |
| Contact Person |
| Mindy Morehead |
| Email |
| director@firstlightmission.org |
| Project Title |
| Homeless shelter |
| Amount Requested |
| 30000.00 |
| Website |
| https://www.firstlightmission.org |
| Additional Organizational Information |
| We are a homeless shelter providing beds for anyone with minor age children and single ladies. We teach them financial management and parenting classes. We get them self sufficient and stable before moving into their own place. We review their progress on their goals that they set every 30 days and prepare them for the next 30 days. Our average stay is just under 4 months now but someone could be with us for 2 years if needed. |
| Additional Organizational Information Continued |
| First Light Mission is devoted to providing a place of refuge and fresh starts for the homeless in crisis by providing resources and temporary shelter in partnership with congregations and the community. Our vision is to empower and equip singles and families experiencing homelessness to find stability through sustainable housing solution and life skills that allow them to thrive in all areas of life. |
| Years in operation |
| 30 |

Number of full-time paid staff

8

Number of volunteers

500+

List of Board Members

Andy Murray, Corey Mosher, Elizabeth Hummel, Catherine Wohlford, Juli Meyer, Brandie Yoder, Becky Boomershine, Marlene Marks, Whitney Mack

Describe how the funds were utilized

We finished preparing our expansion and also helped fund moving to 43 beds along with what need for staffing to stay true to our mission.

How was the City recognized as a Partner?

We shared on all social media and the City of Goshen is listed on our website as a Partner and also on the back of our Week of Compassion Shirts

Proposed Project Description

We are still turning away an average of 153 qualified individuals monthly, so the funding helps us serve more and also go out when called by GPD to meet people that are living unsheltered to get them housed. We provide everything our guests need upon arrival so the grant helps us continue doing that.

Community needs or problems to be addressed

We are turning away an average of 153 unduplicated families/individuals monthly. We have known of 30 children sleeping unsheltered in the Goshen community. We do everything to still provide case management for anyone that we have to turn away. We are finding that there is a rapidly growing number of people that can afford housing even if they are working full time jobs.

Population or area to be served

Anyone of any race, ethnicity, age as long as they have minor age children or are single females. We are currently sticking with people just in Elkhart County because of the need.

Person(s) responsible to complete the work

All staff of FLM will be completing the work

Start Date

12/01/2025

End Date

12/31/2026

Goals:

We measure our success by continuing to work with our families long after they leave the program making sure they maintain stability and housing. We have a staff that goes out and meets with them monthly. We hope in 2026 to bring transitional housing so we can move guests out of the shelter quicker and help us serve more guests per year.

What date do you anticipate need these funds?

12/01/2025

Describe how grant funds will be utilized

The funds will be used to continue getting families off the streets of Goshen and into housing and providing the homeless with all the necessities that they need to thrive and become stable, housed community members.

How will the project meet one of more objectives

We have a growing number of homeless in our community and kids sleeping unsheltered.

Please confirm that you can provide this information by checking this box.

- Yes. We have Liability Insurance and can provide a Certificate of Liability naming the City of Goshen as an additional insured on our policy.

Upload previous year financial statement for your organization (PDF)

- [GIHN-Income-Statement-2024-for-Community-Service-Partnership-Grant.pdf](#)

Upload 2-4 previous year photos (.jpg preferred)

- [Brian.jpg](#)
- [Tommie.jpg](#)
- [Tanner-Brayden.jpg](#)

Upload current fiscal year budget for your organization

- [Budget2025-2.pdf](#)

Applicant Signature

Signature Image



Date

11/19/2025



CITY OF GOSHEN LEGAL DEPARTMENT

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

Phone (574) 537-3820 • Fax (574) 533-8626 • TDD (574) 534-3185
www.goshenindiana.org

December 18, 2025

To: Board of Public Works and Safety

From: Christina M. Bonham, Paralegal

Subject: Agreement with Studio Ace of Spades, LLC for Parks Website Upgrade

The City seeks to enter into an Agreement with Studio Ace of Spades, LLC to perform necessary services to modernize, improve ADA compliance, enhance resident usability and implement a new events platform for the Goshen Parks & Recreation website, which services are more particularly described in Contractor's proposal attached as Exhibit A.

The total cost shall be Twenty-Seven Thousand Seven Hundred Dollars (\$27,700.00).

Suggested Motion:

Move to approve and authorize Mayor Leichty to execute the Agreement with Studio Ace of Spade, LLC for upgrading the Parks website at a cost of Twenty-Seven Thousand Seven Hundred Dollars (\$27,700.00).

AGREEMENT WITH STUDIO ACE OF SPADES, LLC
FOR PARKS WEBSITE UPGRADE

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 12, 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 to modernize, improve ADA compliance, enhance resident usability and implement a new events platform for the Goshen Parks & Recreation website, which services are more particularly described in Contractor’s December 12, 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..... \$4,800.00

| | |
|--|-------------|
| System Design & Development | \$18,400.00 |
| Content Migration & Publishing Support | \$4,500.00 |
| Total | \$27,700.00 |

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 5th 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 maybe deemed a material breach of agreement.

Section 22. Miscellaneous.

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

Section 23. Severability. In the event that any provision of the agreement is found to be invalid or unenforceable, then such provision shall be reformed in accordance with applicable law. The invalidity or unenforceability of any provision of the agreement shall not affect the validity or enforceability of any other provision of the agreement.

Section 24. Binding Effect. All provisions, covenants, terms and conditions of this agreement apply to and bind the parties and their legal heirs, representatives, successors and assigns.

Section 25. Entire Agreement. This agreement constitutes the entire agreement between the parties and supersedes all other agreements or understandings between City and 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

PROPOSAL

#buildsmarter with us

Prepared for

The City of Goshen

Proposal Issued :
12/12/2025

Proposal Valid :
3/12/2026

INTRODUCTION

Goshen Parks & Recreation seeks to modernize how events, activities, facilities, and locations are created, managed, and presented to the public. This proposal outlines a structured plan to improve ADA compliance, enhance resident usability, and implement a new custom WordPress events platform for the residents of the City of Goshen.

The proposed system will consolidate program information, streamline internal workflows, and create a sustainable foundation for long-term digital accessibility.

PROJECT OBJECTIVES

The primary objectives of this engagement are:

- Remediate CivicPlus Recreation Management content for ADA compliance
- Update all events, facilities, and tabs for the 2026 program year
- Maintain visibility of Winter programming during development
- Build a modern, scalable WordPress events platform tailored to Goshen Parks & Recreation
- Standardize and centralize Locations, Facilities, Activities, and Events
- Improve browsing, filtering, and registration for City of Goshen residents
- Establish sustainable editorial workflows and governance practices
- Establish a modern, forward-facing calendar solution to be used on additional sections of the City of Goshen website

SCOPE OF WORK

The scope of work for the modernization effort consists of five coordinated milestones, some of which occur in parallel, designed to ensure ADA compliance, maintain uninterrupted access to programming, and deliver a fully custom events management system.

ADA Remediation of CivicPlus Recreation Management Content

- Identify and remediate issues affecting readability, navigation, and structure
- Update 2026 events, facilities, and tabs using ADA-aligned standards
- Correct headings, alt text, metadata, and descriptive link text
- Document platform-level issues requiring CivicPlus adjustments

Interim Winter Events Publishing

- Create temporary WordPress pages for Winter events
- Build a consolidated Winter Events index page
- Ensure interim pages link directly to CivicPlus Recreation Management registration
- Maintain ADA accessibility across all interim materials

Custom WordPress Event System Development

Note: Expected functionality; final scoping may adjust specifics.

Custom Post Types

- Locations
- Facilities
- Activities
- Events

Event Calendar & Filtering System

- Month/year navigation
- Filters for Activity Type, Age Group, Location, Month/Year
- ADA-friendly list view
- Deep-linkable filter states (where feasible)

Front-End Templates

- Single Event template
- Calendar/Events archive template
- Locations directory and single Location pages
- Activities directory and single Activity pages

SCOPE OF WORK, CONT.

Custom WordPress Event System Development, Cont.

Editorial Workflow Enhancements

- Required fields for accuracy
- Clear field labeling and grouping
- Admin list filters and sorting controls
- Predictable editorial workflow

Content Population

- Locations, facilities, and activities reviewed and entered into WordPress
- Events reviewed and entered into WordPress
- Quality and accessibility compliance reviews

Launch & Deployment

- Final QA across devices and assistive technologies
- Navigation updates within the City of Goshen website
- Implementation of 301 redirects
- Removal of outdated and temporary content
- Soft launch for internal review
- Public launch and monitoring

METHODOLOGY

Our methodology ensures clarity, accessibility, and technical stability throughout the project lifecycle.

Assessment & Planning

- Review current CivicPlus Recreation Management content
- Evaluate WordPress environment and content structures
- Define relationships for Locations, Facilities, Activities, Events

ADA Remediation

Manual testing ensures accessibility for users of assistive technology:

- Automated and manual WCAG 2.1 AA testing
- Remediation of editable CivicPlus Recreation Management content
- Accessible restructuring of the 2026 program content
- Documentation of platform-level barriers

System Development Approach

- Creation of CPTs and ACF field groups
- Development of accessible templates
- Construction of a custom calendar and filters
- Iterative feature testing

Editorial Workflow & Staff Support

- Configuration of admin UI and required metadata
- User-friendly editorial workflows
- Documentation and Q&A support

Launch & Deployment Process

- Final accessibility and QA review
- Navigation and redirect implementation
- Soft launch and public deployment

DELIVERABLES

The following deliverables will be produced throughout the engagement:

- Remediated CivicPlus Recreation Management content (2026 updates)
- Interim Winter Events hub in WordPress
- Custom WordPress Events System (CPTs, ACF fields, templates, calendar, filters)
- Editorial workflow documentation
- Redirect mapping and navigation updates
- Final production deployment

PROJECT MILESTONES

Milestone descriptions are defined within the Scope of Work and include ADA remediation, interim publishing, custom system development, content population, and launch deployment.

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 via a meeting, video call, or detailed email, addressing the status of current and upcoming milestones.

GOVERNANCE FRAMEWORK

- Accessibility-aligned content standards
- Editorial guidelines for managing Events, Locations, Facilities, Activities
- ADA-compliant workflow recommendations
- Post-launch monitoring practices

CONCLUSION

This modernization initiative provides a structured, scalable, and ADA-aligned approach to managing events and content for Goshen Parks & Recreation. Studio Ace of Spades looks forward to partnering with the City of Goshen to deliver a modern, accessible, and resident-focused 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

| | |
|---|---------|
| ● Project Management | \$ 1600 |
| ● QA, Testing, & Review | \$ 2400 |
| ● Environment Configuration, Deployment, & Launch | \$ 800 |

02. SYSTEM DESIGN & DEVELOPMENT

| | |
|---|---------|
| ● Location, Facility, Activity, and Single Event Design/Development | \$ 3200 |
| ● Location, Facility, Activity, and Event Feed Design/Development | \$ 6600 |
| ● Content Management System and Governance Framework | \$ 4200 |
| ● Responsive Development (Mobile/Tablet Comatibility) | \$ 2800 |
| ● UI/UX Edge-Case Handling & Usability Improvements | \$ 1600 |

03. CONTENT MIGRATION & PUBLISHING SUPPORT

| | |
|---|---------|
| ● CivicPlus Content ADA Remediation and UI/UX Improvement | \$ 1800 |
| ● Interim Winter Event Publishing | \$ 600 |
| ● Location, Facility, Activity, & Event Entry | \$ 2100 |

COST SUMMARY

| DESCRIPTION | AMOUNT |
|--|-----------|
| PROJECT MANAGEMENT & ADMINISTRATION | \$ 4,800 |
| SYSTEM DESIGN & DEVELOPMENT | \$ 18,400 |
| CONTENT MIGRATION, ENTRY, & PUBLISHING SUPPORT | \$ 4,500 |
| TOTAL | \$27,700 |

STUDIO ACE OF SPADES



LET'S DO THIS THING.

**THANK YOU
FOR YOUR BUSINESS**

CONTACT INFO

227 1/2 S. Main St.
Goshen, IN 46526
United States

E : jon@studioaceofspades.com
W : studioaceofspades.com
P : (440) 591-8799



**Engineering Department
CITY OF GOSHEN**

204 East Jefferson Street, Suite I • 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: **COLLEGE AVENUE PHASE I – TREE CLEARING
(JN: 2019-0022)**

DATE: December 18, 2025

On December 11, 2025, we received proposals for the College Avenue Phase I Tree Clearing project. The proposal totals, as presented last week, are:

Cut-Rite/Homer II LLC - \$45,201.38
Above & Beyond Tree Service - \$175,449.75

The Engineering Department is requesting the Board of Public Works and Safety to award the contract to Homer II LLC/Cut-Rite Tree Service as the lowest responsive and responsible bidder.

Requested Motion: Approve the Contract with Homer II LLC/Cut-Rite Tree Service for the College Avenue Phase I Tree Clearing project in the amount of \$45,201.38.

CITY OF GOSHEN, INDIANA
CONTRACT
FOR
PROJECT: College Avenue Phase 1 Tree Removal
PROJECT NUMBER: 2019-0022

THIS CONTRACT ("Contract") is entered into on _____, 2025, which is the date of the last signature set forth on the signature page (the "Effective Date"), by and between **Cut Rite Services, LLC, now known as Homer II LLC** ("Contractor"), whose business address is 2604 State Road 331, Bremen, IN 46506 and mailing address is PO Box 230, Bremen, IN 46506, 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 and the Goshen Redevelopment Commission.

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 incorporated by reference into this Contract. The Project includes but is not limited to removal of trees, tree stumps, large roots, shrubs, and brush within the College Avenue Phase I roadway reconstruction corridor, and other related work as required by the Project specifications and plans.
- (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.
 - (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 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;
 - (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.

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"). This Contract shall continue until all Work on the Project is completed to the satisfaction of City and the respective obligations of each party have been carried out in full, unless otherwise terminated in writing.
- (B) Contractor shall begin Work as soon as practical after receiving a written notice to proceed from City.
- (C) Contractor shall carry out all Work expeditiously with adequate work forces and shall substantially complete the Project by Friday, January 23, 2026. Final completion of the entire Project, including any punch list items, shall occur by Friday, January 30, 2026.
- (1) "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.
- (D) If Contractor does not complete the entire Project within the time period set forth in paragraph (C), 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 completed within the time period set forth in paragraph (C), 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 Five Hundred Dollars (\$500) per day as liquidated damages and not as a penalty for each calendar day the completion of the Project is delayed.

5. **Compensation.**

- (A) City shall compensate Contractor for the satisfactory performance of the Work under this Contract based on the established unit prices for the work items listed below. The quantities shown for each work item are estimates only and based on the best information currently available. The actual quantities needed for each work item may be higher or lower than the estimated quantities, and that compensation will be made using the established unit prices for each work item and the actual quantities used in the Project. Adjustments to the actual number of units for a work item used in the Project and resulting compensation will be done by written change order.

| Item No. | Description | Estimated Quantity | Unit | Unit Cost | Total Cost |
|---------------------------------|--------------------------------------|--------------------|------|-------------|--------------------|
| 1 | Mobilization and Demobilization | 1 | LSUM | \$2,460.00 | \$2,460.00 |
| 2 | Maintenance of Traffic | 1 | LSUM | \$13,600.00 | \$13,600.00 |
| 3 | Tree, 6 in., Remove | 7 | EA | \$ 384.78 | \$2,693.46 |
| 4 | Tree, 10 in., Remove | 9 | EA | \$641.30 | \$5,771.70 |
| 5 | Tree, 18 in., Remove | 12 | EA | \$1,154.34 | \$13,852.08 |
| 6 | Tree, 30 in., Remove (Undistributed) | 1 | EA | \$1,923.90 | \$1,923.90 |
| 7 | Tree, 48 in., Remove | 1 | EA | \$3,078.24 | \$3,078.24 |
| 8 | Stump Only, 10 in., Remove | 6 | EA | \$96.00 | \$576.00 |
| 9 | Stump Only, 30 in., Remove | 1 | EA | \$281.00 | \$281.00 |
| 10 | Shrub, Remove | 25 | EA | \$15.00 | \$375.00 |
| 11 | Tree Clearing | 1 | LSUM | \$325.00 | \$325.00 |
| 12 | Brush Clearing | 1 | LSUM | \$265.00 | \$265.00 |
| Total (Estimated) Project Cost: | | | | | \$45,201.38 |

- (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.**

- (A) City shall compensate Contractor upon the satisfactory completion of all Work on the Project in accordance with the unit prices set forth in Section 5, Compensation. The payment amount shall be subject to the City's verification of actual quantities.
- (B) 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.
- (C) Contractor shall submit a detailed invoice itemizing the Work satisfactorily completed upon completion of all Work. The invoice 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, Indiana
c/o Goshen Engineering Department
204 East Jefferson Street, Suite 1
Goshen, IN 46528
Email is also acceptable at 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 City makes final payment.
- (E) 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.
- (F) 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.
- (G) 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. **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.

8. **Project Safety.** 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.

9. **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.

10. 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.

11. 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(I), 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.
12. **Investment Activities in Iran.** In accordance with Indiana Code § 36-1-12-23 and Indiana Code § 5-22-16.5, by execution of this Contract, Contractor certifies that Contractor does not engage in investment activities in Iran as defined by Indiana Code § 5-22-16.5-8.
13. **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.
14. **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. 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 - \$2,000,000 each occurrence

15. **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.
16. **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.
17. **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.
18. **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 seven (7) 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.

19. **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 the respective obligations of each party have been carried out in full, and shall then terminate.
- (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 the Section entitled 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.

20. **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.

21. **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.

22. **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.

23. **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.

24. **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.

25. **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.

26. **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.

27. **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.

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

City: City of Goshen, Indiana
Attention: Goshen Engineering Department
204 East Jefferson Street, Suite 1
Goshen, IN 46528
Email: 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

Contractor: Cut Rite Services, LLC, now known as Homer II LLC
Attention: Homer Hochstetler, Member and Registered Agent
2604 State Road 331
Bremen, IN 46506
Email: aden@cutritetreeservices.com

29. **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.
30. **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

**Cut Rite Services, LLC,
now known as
Homer II LLC**

Gina M. Leichty, Mayor

Homer Hochstetler, Member

Date: _____

Date: _____

Goshen Redevelopment Commission

Becky Hutsell, Redevelopment Director

Date: _____



**Engineering Department
CITY OF GOSHEN**

204 East Jefferson Street, Suite I • 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: **COLLEGE AVENUE SANITARY SEWER ENCASEMENT PROJECT
(JN: 2025-0027)**

DATE: December 18, 2025

On December 11, 2025, we received proposals for the above referenced project. Following are the results:

Niblock Excavating - \$190,529.00

The itemized bid tab is attached for your reference.

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

Requested Motion: Approve the Agreement with Niblock Excavating for the College Avenue Sewer Encasement project in the amount of \$190,529.00.

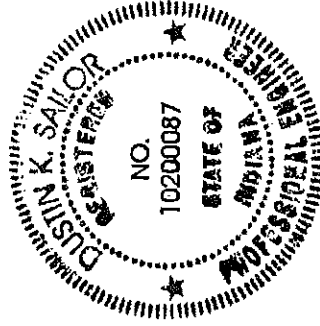
COLLEGE AVENUE SANITARY SEWER ENCASEMENT PROJECT - JN: 2025-0027
MATERIAL BID TAB
BID DUE DATE - DECEMBER 11, 2025

| Item No. | Estimated Quantity | Unit | Description | Unit Price | Amount |
|-------------------|--------------------|------|--|-------------|--------------|
| 1 | 1 | LSUM | Mobilization & Demobilization | \$5,000.00 | \$5,000.00 |
| 2 | 1 | LSUM | Construction Engineering | \$6,063.00 | \$6,063.00 |
| 3 | 1 | LSUM | Work Allowance | \$10,000.00 | \$10,000.00 |
| 4 | 1 | LSUM | Maintenance of Traffic | \$10,000.00 | \$10,000.00 |
| 5 | 1 | LSUM | Erosion Control | \$3,600.00 | \$3,600.00 |
| 6 | 1 | LSUM | Bypass Pumping | \$32,750.00 | \$32,750.00 |
| 7 | 200 | CYD | Compacted Aggregate, No. 8 | \$65.00 | \$13,000.00 |
| 8 | 60 | SYD | Concrete Removal | \$53.00 | \$3,180.00 |
| 9 | 32 | LFT | PVC Pipe, 12" SDR 35 | \$208.00 | \$6,656.00 |
| 10 | 170 | LFT | Casing Pipe, 18", with 12" SDR 35 PVC Carrier Pipe | \$503.00 | \$85,510.00 |
| 11 | 2 | EA | Sanitary Connection to Existing Manhole | \$6,476.00 | \$12,952.00 |
| 12 | 202 | LFT | Removal of Existing 12" Sanitary Sewer | \$9.00 | \$1,818.00 |
| BID AMOUNT TOTAL: | | | | | \$190,529.00 |

I certify that this bid tab is true and accurate, and the contractors submitted all the required bid information.

Dustin K. Sailor 12.12.25
Dustin Sailor, P.E.

Director of Public Works
City of Goshen



CITY OF GOSHEN, INDIANA
CONTRACT
FOR
PROJECT: College Avenue Sanitary Encasement
PROJECT NUMBER: 2025-0027

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 **Niblock Excavating** ("Contractor"), whose address is 906 Maple Street, Bristol, IN 46507, 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 incorporated by reference into this Contract. The Project includes but is not limited to replacement of sanitary sewer pipe – including approximately one hundred seventy (170) linear feet withing a steel casing, sanitary bypass pumping and other related work as required by the Project specifications and plans.
- (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.
 - (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 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;

- (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.

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 shall continue until all Work on the Project is completed to the satisfaction of City and the respective obligations of each party have been carried out in full, unless otherwise terminated in writing.
- (C) Contractor shall begin Work as soon as practical and in proper weather conditions 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 January 30, 2026.

"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 set forth in paragraph (C), 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 set forth in paragraph (C), 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 Five Hundred Dollars (\$500) 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 compensate Contractor for the satisfactory performance of the Work under this Contract based on the Contractor's established unit prices for the work items listed below. The quantities shown for each work item are estimates only and based on the best information currently available. The actual quantities needed for each work item may be higher or lower than the estimated quantities, and that compensation will be made using the established unit prices for each work item and the actual quantities used in the Project. Adjustments to the actual number of units for a work item used in the Project and resulting compensation will be done by written change order.

| Item No. | Specification Ref. No. | Description | Estimated Quantity | Unit | Unit Cost | Total Cost |
|---------------------------------|------------------------|---|--------------------|------|--------------|---------------|
| 1 | 01 11 21 | Mobilization and Demobilization | 1 | LSUM | \$ 5,000.00 | \$ 5,000.00 |
| 2 | 01 20 00 | Construction Engineering | 1 | LSUM | \$ 6,063.00 | \$ 6,063.00 |
| 3 | 01 21 00 | Work Allowance | 1 | LSUM | \$ 10,000.00 | \$ 10,000.00 |
| 4 | 01 55 26 | Maintenance of Traffic | 1 | LSUM | \$ 10,000.00 | \$ 10,000.00 |
| 5 | 01 57 13 | Erosion Control | 1 | LSUM | \$ 3,600.00 | \$ 3,600.00 |
| 6 | 01 57 20 | Bypass Pumping | 1 | LSUM | \$ 32,750.00 | \$ 32,750.00 |
| 7 | 31 00 05-A | Compacted Aggregate, No. 8 | 200 | CYD | \$ 65.00 | \$ 13,000.00 |
| 8 | 31 00 05-B | Concrete Removal | 60 | SYD | \$ 53.00 | \$ 3,180.00 |
| 9 | 33 05 37-A | PVC Pipe, 12" DR 25 C900 Certa-Lok RJIB PVC | 32 | LF | \$ 208.00 | \$ 6,656.00 |
| 10 | 33 05 37-B | Casing Pipe, 18", with 12" DR 25 C900 Certa-Lok RJIB PVC Carrier Pipe | 170 | LF | \$ 503.00 | \$ 85,510.00 |
| 11 | 33 05 37-C | Sanitary Connection to Existing Manhole | 2 | EA | \$ 6,476.00 | \$ 12,952.00 |
| 12 | 33 05 37-D | Removal of Existing 12" Sanitary Sewer | 202 | LF | \$ 9.00 | \$ 1,818.00 |
| Total (Estimated) Project Cost: | | | | | | \$ 190,529.00 |

- (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.**

- (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) 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.

- (C) Contractor shall submit 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, Indiana
c/o Goshen Engineering Department
204 East Jefferson Street, Suite 1
Goshen, IN 46528
Email is also acceptable at 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 City makes final payment.
- (E) 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.
- (F) 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.
- (G) 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. **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.

8. **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.

9. **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.

10. **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.

11. **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.

12. **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.

13. **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.
14. **Investment Activities in Iran.** In accordance with Indiana Code § 36-1-12-23 and Indiana Code § 5-22-16.5, by execution of this Contract, Contractor certifies that Contractor does not engage in investment activities in Iran as defined by Indiana Code § 5-22-16.5-8.
15. **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.
16. **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. 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 - \$2,000,000 each occurrence
- 17. **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.
- 18. **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.
- 19. **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.
- 20. **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 seven (7) 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.

21. 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 the respective obligations of each party have been carried out in full and shall then terminate.
- (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 the Section entitled 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.

22. 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.

23. 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.

24. **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.
25. **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.
26. **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.
27. **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.
28. **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.
29. **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.
30. **Notice.** Any notice required or desired to be given under this Contract shall be deemed sufficient if it is made in writing and delivered personally or sent by regular first-class mail to the parties at the following addresses, or at such other place as either party may designate in writing from time to time. Notice will be considered given three (3) days after the notice is deposited in the US mail or when received at the appropriate address. Either party may also email the notice to the other party in addition to delivering personally or sending by regular first-class mail.

City: City of Goshen, Indiana
Attention: Goshen Engineering Department
204 East Jefferson Street, Suite 1
Goshen, IN 46528
Email: 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

Contractor: Niblock Excavating
Attention: Marcus King
P.O. Box 211
Bristol, IN 46507
Email: mking@niblockexc.com

31. **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.
32. **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.

[Signature Page Follows.]

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

Niblock Excavating

Gina M. Leichty, Mayor

Date: _____

Printed: _____

Title: _____

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: Goshen Board of Public Works & Safety

FROM: Goshen Engineering

RE: **2025 COMMUNITY SIDEWALK IMPROVEMENT PROJECT**
JN: 2025-0001

DATE: December 18, 2025

On December 11, 2025, we received proposals for the 2025 Community Sidewalk Improvement project. Following are the results:

DC Construction - \$1,171,800.00
TX Concrete - \$1,294,208.53
Premium Concrete - \$1,587,290.00
Phend & Brown - \$1,751,097.00
C&E Excavating - \$2,243,615.00

The itemized bid tab is attached for your reference.

The Engineering Department is requesting the Board of Public Works and Safety to award the contract to DC Construction as the lowest responsive and responsible bidder.


Requested Motion: Approve the Agreement with DC Construction for the 2025 Community Sidewalk Improvement project in the amount of \$1,171,800.00.

2025 COMMUNITY SIDEWALK IMPROVEMENT PROJECT - JN: 2025-0001
MATERIAL BID TAB
BID DUE DATE - December 11, 2025

| BASE BID | | | | DC Construction | | TX Concrete * | | Premium Concrete | | Phend & Brown | | C&E Excavating | |
|------------------|-----------|------|--|-----------------|----------------|---------------|----------------|------------------|----------------|---------------|----------------|----------------|----------------|
| Item No. | Est. Qty. | Unit | Description | Unit Price | Amount | Unit Price | Amount | Unit Price | Amount | Unit Price | Amount | Unit Price | Amount |
| 1 | 1 | LSUM | Mobilization & Demobilization (5% Max) | \$50,000.00 | \$50,000.00 | \$43,779.03 | \$43,779.03 | \$75,000.00 | \$75,000.00 | \$55,000.00 | \$55,000.00 | \$111,900.00 | \$111,900.00 |
| 2 | 1 | LSUM | Traffic Control | \$25,000.00 | \$25,000.00 | \$9,750.00 | \$9,750.00 | \$45,000.00 | \$45,000.00 | \$145,000.00 | \$145,000.00 | \$84,500.00 | \$84,500.00 |
| 3 | 41 | EA | 50/50 Sidewalk Program Site Visit Allowance | \$100.00 | \$4,100.00 | \$290.00 | \$11,890.00 | \$500.00 | \$20,500.00 | \$175.00 | \$7,175.00 | \$135.00 | \$5,535.00 |
| 4 | 1 | LSUM | Sidewalk Replacement Program Allowance | \$50,000.00 | \$50,000.00 | \$50,000.00 | \$50,000.00 | \$50,000.00 | \$50,000.00 | \$50,000.00 | \$50,000.00 | \$50,000.00 | \$50,000.00 |
| 5 | 5,532 | SYD | Concrete Sidewalk Removal | \$30.00 | \$165,960.00 | \$20.00 | \$110,640.00 | \$26.00 | \$143,832.00 | \$20.00 | \$110,640.00 | \$57.00 | \$315,324.00 |
| 6 | 150 | SYD | Concrete Pavement Removal | \$30.00 | \$4,500.00 | \$20.00 | \$3,000.00 | \$28.00 | \$4,200.00 | \$34.00 | \$5,100.00 | \$42.00 | \$6,300.00 |
| 7 | 180 | SYD | Sidewalk Elimination w/ Yard Restoration | \$55.00 | \$9,900.00 | \$135.00 | \$24,300.00 | \$58.00 | \$10,440.00 | \$40.00 | \$7,200.00 | \$108.00 | \$19,440.00 |
| 8 | 942 | SYD | Drive Approach Removal (All Types) | \$40.00 | \$37,680.00 | \$35.00 | \$32,970.00 | \$28.00 | \$26,376.00 | \$34.00 | \$32,028.00 | \$40.00 | \$37,680.00 |
| 9 | 1,345 | LFT | Concrete Curb Removal | \$15.00 | \$20,175.00 | \$20.00 | \$26,900.00 | \$16.00 | \$21,520.00 | \$20.00 | \$26,900.00 | \$25.00 | \$33,625.00 |
| 10 | 100 | LFT | Retaining Wall Removal (All Types) | \$50.00 | \$5,000.00 | \$35.00 | \$3,500.00 | \$16.00 | \$1,600.00 | \$24.00 | \$2,400.00 | \$30.25 | \$3,025.00 |
| 11 | 1 | EA | Concrete Foundation Removal (Light Base) | \$1,200.00 | \$1,200.00 | \$400.00 | \$400.00 | \$450.00 | \$450.00 | \$600.00 | \$600.00 | \$580.00 | \$580.00 |
| 12 | 300 | CYD | Common Excavation (Undistributed) | \$50.00 | \$15,000.00 | \$60.00 | \$18,000.00 | \$40.00 | \$12,000.00 | \$50.00 | \$15,000.00 | \$30.00 | \$9,000.00 |
| 13 | 100 | CYD | INDOT B-Borrow (Undistributed) | \$58.00 | \$5,800.00 | \$60.00 | \$6,000.00 | \$51.00 | \$5,100.00 | \$110.00 | \$11,000.00 | \$60.00 | \$6,000.00 |
| 14 | 100 | LFT | Tree Root Removal Under Sidewalk Trench | \$25.00 | \$2,500.00 | \$29.00 | \$2,900.00 | \$20.00 | \$2,000.00 | \$27.00 | \$2,700.00 | \$45.00 | \$4,500.00 |
| 15 | 3,075 | SYD | Concrete Sidewalk, 4" | \$60.00 | \$184,500.00 | \$84.00 | \$258,300.00 | \$80.00 | \$246,000.00 | \$100.00 | \$307,500.00 | \$130.00 | \$399,750.00 |
| 16 | 2,461 | SYD | Concrete Sidewalk with Monolithic Curb, 4" | \$60.00 | \$147,660.00 | \$85.00 | \$209,185.00 | \$118.00 | \$290,398.00 | \$114.00 | \$280,554.00 | \$170.00 | \$418,370.00 |
| 17 | 770 | SYD | Concrete Curb Ramp with Truncated Domes | \$220.00 | \$169,400.00 | \$198.75 | \$153,037.50 | \$190.00 | \$146,300.00 | \$250.00 | \$192,500.00 | \$216.00 | \$166,320.00 |
| 18 | 160 | SYD | Concrete Curb Ramp without Truncated Domes | \$175.00 | \$28,000.00 | \$170.00 | \$27,200.00 | \$128.00 | \$20,480.00 | \$250.00 | \$40,000.00 | \$151.00 | \$24,160.00 |
| 19 | 120 | LFT | Concrete Barrier Curb | \$40.00 | \$4,800.00 | \$34.00 | \$4,080.00 | \$70.00 | \$8,400.00 | \$65.00 | \$7,800.00 | \$85.00 | \$10,200.00 |
| 20 | 1,192 | LFT | Concrete Curb & Gutter | \$35.00 | \$41,720.00 | \$38.50 | \$45,892.00 | \$77.00 | \$91,784.00 | \$65.00 | \$77,480.00 | \$53.00 | \$63,176.00 |
| 21 | 600 | SYD | Concrete Drive Approach, 6" | \$110.00 | \$66,000.00 | \$79.50 | \$47,700.00 | \$98.00 | \$58,800.00 | \$200.00 | \$120,000.00 | \$96.00 | \$57,600.00 |
| 22 | 550 | SYD | Concrete Drive Approach, 9" | \$125.00 | \$68,750.00 | \$123.50 | \$67,925.00 | \$119.00 | \$65,450.00 | \$220.00 | \$121,000.00 | \$117.00 | \$64,350.00 |
| 23 | 100 | TON | Gravel Driveway Restoration, INDOT #53 Limestone | \$50.00 | \$5,000.00 | \$58.00 | \$5,800.00 | \$85.00 | \$8,500.00 | \$80.00 | \$8,000.00 | \$84.00 | \$8,400.00 |
| 24 | 270 | SYD | Roadway Patch (Undistributed) | \$50.00 | \$13,500.00 | \$89.50 | \$24,165.00 | \$175.00 | \$47,250.00 | \$96.00 | \$25,920.00 | \$180.00 | \$48,600.00 |
| 25 | 20 | SYD | Brick Paver Removal and Re-Setting (Undistributed) | \$90.00 | \$1,800.00 | \$125.00 | \$2,500.00 | \$180.00 | \$3,600.00 | \$250.00 | \$5,000.00 | \$140.00 | \$2,800.00 |
| 26 | 2 | EA | Rebuild Manhole Chimney | \$1,600.00 | \$3,200.00 | \$600.00 | \$1,200.00 | \$1,240.00 | \$2,480.00 | \$3,100.00 | \$6,200.00 | \$3,500.00 | \$7,000.00 |
| 27 | 1 | EA | Concrete Trench Drain w/ Casting | \$2,500.00 | \$2,500.00 | \$600.00 | \$600.00 | \$4,650.00 | \$4,650.00 | \$4,500.00 | \$4,500.00 | \$5,180.00 | \$5,180.00 |
| 28 | 5,700 | SYD | Landscape Restoration | \$4.50 | \$25,650.00 | \$15.75 | \$89,775.00 | \$28.00 | \$159,600.00 | \$12.00 | \$68,400.00 | \$45.00 | \$256,500.00 |
| 29(1) | 20 | LFT | Corrugated Metal Pipe and Pipe Connection, 12" | \$85.00 | \$1,700.00 | \$30.00 | \$600.00 | \$68.00 | \$1,360.00 | \$120.00 | \$2,400.00 | \$120.00 | \$2,400.00 |
| 30(1) | 1 | EA | Metal End Section, 12" | \$325.00 | \$325.00 | \$100.00 | \$100.00 | \$620.00 | \$620.00 | \$700.00 | \$700.00 | \$500.00 | \$500.00 |
| 31(1) | 200 | TON | INDOT #53 Gravel (Undistributed) | \$50.00 | \$10,000.00 | \$60.00 | \$12,000.00 | \$62.00 | \$12,400.00 | \$55.00 | \$11,000.00 | \$90.00 | \$18,000.00 |
| 32(1) | 2 | TON | Mason Sand for Paver Bedding (Undistributed) | \$140.00 | \$280.00 | \$0.00 | \$0.00 | \$125.00 | \$250.00 | \$350.00 | \$700.00 | \$700.00 | \$1,400.00 |
| 33(1) | 10 | BAGS | Polymeric Joint Snad for Pavers (Undistributed) | \$20.00 | \$200.00 | \$12.00 | \$120.00 | \$95.00 | \$950.00 | \$70.00 | \$700.00 | \$150.00 | \$1,500.00 |
| TOTAL BID AMOUNT | | | | | \$1,171,800.00 | | \$1,294,208.53 | | \$1,587,290.00 | | \$1,751,097.00 | | \$2,243,615.00 |

*The Unit Price for Line Item 32 in TX Concrete's bid was not visible, therefore their bid is \$400 less than their written bid.

I certify that this bid tab is true and accurate, and the contractors submitted all the required bid information.

 12.12.25
Dustin Sailor, P.E.
Director of Public Works
City of Goshen, Indiana

Date



CITY OF GOSHEN, INDIANA
CONTRACT
FOR
PROJECT: 2025 Community Sidewalk Improvement Project
PROJECT NUMBER: JN 2025-0001

THIS CONTRACT ("Contract") is entered into on _____, 2025, which is the date of the last signature set forth on the signature page (the "Effective Date"), by and between **DC Construction Services, Inc.** ("Contractor"), whose address is 9598 Brookes Way, Pendleton, IN 46240, 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 incorporated into this Contract. The Project includes, but is not limited to all work, materials, and disposal cost necessary to install new sidewalk, curb, driveway approaches, other amenities, including restoration at designated locations, as well as the installation of new or replacement of sidewalk under the City's 50/50 Sidewalk Replacement Program, and other related work as required.
- (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.
 - (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;
 - (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.

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. This Contract shall continue until all Work on the Project is completed to the satisfaction of City and the respective obligations of each party have been carried out in full, unless otherwise terminated in writing.
- (B) Contractor shall begin Work as soon as practical and in proper weather conditions after receiving a written notice to proceed from City.
- (C) Contractor shall carry out all Work expeditiously with adequate work forces and shall substantially complete the Project as follows:
 - (1) Work on sidewalks in Goshen School Area and Berkey Avenue Area shall be performed no earlier than June 15, 2026 and completed no later than August 7, 2026.
 - (2) The entire Project shall be substantially complete by October 30, 2026.

"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.
- (D) If Contractor does not substantially complete the Project within the time periods set forth in paragraph (C)(1) and (C)(2), 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 periods set forth in paragraph (C)(1) and (C)(2), 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 Hundred Dollars (\$100) 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 compensate Contractor for the satisfactory performance of the Work under this Contract based on the Contractor's established unit prices for the work items as set forth in the Project Proposal Form, a copy of which is attached to this Contract. The quantities shown for each work item are estimates only and based on the best information currently available. The actual quantities needed for each work item may be higher or lower than the estimated quantities, and that compensation will be made using the established unit prices for each work item and the actual quantities used in the Project. Adjustments to the actual number of units for a work item used in the Project and resulting compensation will be done by written change order.
- (B) Total (estimated) Project cost, prior to any amendment(s) or change order(s), is One Million One Hundred Seventy-one Thousand Eight Hundred and 00/100 Dollars (\$1,171,800.00).
- (C) 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) 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.
- (C) 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.
- (D) Contractor shall submit detailed invoices 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, Indiana
Attention: Goshen Engineering Department
204 East Jefferson St., Suite 1
Goshen, IN 46528
Email is also acceptable at Engineering@goshencity.com.

- (E) 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 City makes final payment.
- (F) 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.

- (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 prepare a construction schedule 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. Upon beginning the Work, Contractor shall update the schedule on a weekly basis until all Work on the Project is complete.
- (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 one (1) year 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. **Investment Activities in Iran.** In accordance with Indiana Code § 36-1-12-23 and Indiana Code § 5-22-16.5, by execution of this Contract, Contractor certifies that Contractor does not engage in investment activities in Iran as defined by Indiana Code § 5-22-16.5-8.

17. **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.

18. **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.
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. 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 - \$2,000,000 each occurrence
20. **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.
21. **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.
22. **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.

23. **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.

24. **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 the respective obligations of each party have been carried out in full, and shall then terminate.
- (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 the Section entitled 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.

25. **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.

26. **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.

27. **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.

28. **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.

29. **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.

30. **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.

31. **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.

32. **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.

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

City: City of Goshen, Indiana
Attention: Goshen Engineering Department
204 East Jefferson St., Suite 1
Goshen, IN 46528
Email: 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

Contractor: DC Construction Services, Inc.
Attention: Caity Robbins, Operations
9598 Brookes Way
Pendelton, IN 46240
Email: caity@dcpaving.com

with a copy to:

DC Construction Services, Inc.
Attention: Dustin Calhoun, President and Registered Agent
9598 Brookes Way
Pendelton, IN 46240

34. **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.

35. **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.

[Signature page follows.]

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

DC Construction Services, Inc.

Gina M. Leichty, Mayor

Date: _____

Printed: _____

Title: _____

Date: _____

CITY OF GOSHEN, INDIANA

PROJECT: 2025 Community Sidewalk Improvement Project PROJECT NUMBER: JN 2025-0001

| WORK ITEMS | |
|---|--|
| <p>This completed form must be included with the Project Proposal Form for the above referenced Project. The Respondent should transfer the sum of the work items for the Base Proposal and Alternates, if any, to PART 2-PROPOSED CONTRACT PRICE.</p> | |
| <p>Respondent Name: DC Construction Services Inc.</p> | |

| Item No. | Estimated Quantity | Unit | Description | Unit Price | Total Price |
|----------|--------------------|------|---|--------------|---------------|
| 1 | 1 | LSUM | Mobilization and Demobilization (5% Max. of Contract) | \$ 50,000.00 | \$ 50,000.00 |
| 2 | 1 | LSUM | Traffic Control | \$ 25,000.00 | \$ 25,000.00 |
| 3 | 41 | EA | 50/50 Sidewalk Program Site Visit Allowance | \$ 100.00 | \$ 4,100.00 |
| 4 | 1 | LSUM | Sidewalk Replacement Program Allowance (Undistributed) | \$ 50,000.00 | \$ 50,000.00 |
| 5 | 5,532 | SYD | Concrete Sidewalk Removal | \$ 30.00 | \$ 165,960.00 |
| 6 | 150 | SYD | Concrete Pavement Removal | \$ 30.00 | \$ 4,500.00 |
| 7 | 180 | SYD | Sidewalk Elimination w/ Yard Restoration | \$ 55.00 | \$ 9,900.00 |
| 8 | 942 | SYD | Drive Approach Removal (All Types) | \$ 40.00 | \$ 37,680.00 |
| 9 | 1,345 | LFT | Concrete Curb Removal | \$ 15.00 | \$ 20,175.00 |
| 10 | 100 | LFT | Retaining Wall Removal (All Types) | \$ 50.00 | \$ 5,000.00 |
| 11 | 1 | EA | Concrete Foundation Removal (Light Base) | \$ 1,200.00 | \$ 1,200.00 |
| 12 | 300 | CYD | Common Excavation (Undistributed) | \$ 50.00 | \$ 15,000.00 |
| 13 | 100 | CYD | INDOT B-Borrow (Undistributed) | \$ 58.00 | \$ 5,800.00 |
| 14 | 100 | LFT | Tree Root Removal Under Sidewalk Trench (Undistributed) | \$ 25.00 | \$ 2,500.00 |
| 15 | 3,075 | SYD | Concrete Sidewalk, 4" | \$ 60.00 | \$ 184,500.00 |
| 16 | 2,461 | SYD | Concrete Sidewalk with Monolithic Curb, 4" | \$ 60.00 | \$ 147,660.00 |

| Item No. | Estimated Quantity | Unit | Description | Unit Price | Total Price |
|----------------------|--------------------|------|--|-------------|---------------|
| 17 | 770 | SYD | Concrete Curb Ramp with Truncated Domes | \$ 220.00 | \$ 169,400.00 |
| 18 | 160 | SYD | Concrete Curb Ramp without Truncated Domes | \$ 175.00 | \$ 28,000.00 |
| 19 | 120 | LFT | Concrete Barrier Curb | \$ 40.00 | \$ 4,800.00 |
| 20 | 1,192 | LFT | Concrete Curb and Gutter | \$ 35.00 | \$ 41,720.00 |
| 21 | 600 | SYD | Concrete Drive Approach, 6" | \$ 110.00 | \$ 66,000.00 |
| 22 | 550 | SYD | Concrete Drive Approach, 9" | \$ 125.00 | \$ 68,750.00 |
| 23 | 100 | TONS | Gravel Driveway Restoration, INDOT #53 Limestone | \$ 50.00 | \$ 5,000.00 |
| 24 | 270 | SYD | Roadway Patch (Undistributed) | \$ 50.00 | \$ 13,500.00 |
| 25 | 20 | SYD | Brick Paver Removal and Re-Setting (Undistributed) | \$ 90.00 | \$ 1,800.00 |
| 26 | 2 | EA | Rebuild Manhole Chimney | \$ 1,600.00 | \$ 3,200.00 |
| 27 | 1 | EA | Concrete Trench Drain w/ Casting | \$ 2,500.00 | \$ 2,500.00 |
| 28 | 5,700 | SYD | Landscape Restoration | \$ 4.50 | \$ 25,650.00 |
| 29(1) | 20 | LFT | Corregated Metal Pipe and Pipe Connection, 12" | \$ 85.00 | \$ 1,700.00 |
| 30(1) | 1 | EA | Metal End Section, 12" | \$ 325.00 | \$ 325.00 |
| 31(1) | 200 | TONS | INDOT #53 Gravel (Undistributed) | \$ 50.00 | \$ 10,000.00 |
| 32(1) | 2 | TONS | Mason Sand for Paver Bedding (Undistributed) | \$ 140.00 | \$ 280.00 |
| 33(1) | 10 | BAGS | Polymeric Joint Sand for Pavers (Undistributed) | \$ 20.00 | \$ 200.00 |
| Total Base Proposal: | | | | \$ | 1,171,800.00 |



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: **2026 ASPHALT PAVING PROJECT**
(JN: 2026-0002)

DATE: December 18, 2025

On December 11, 2025, we received proposals for the above referenced project. Following are the results:

DC Construction - \$1,575,674.63
Niblock Excavating - \$1,722,369.00
Rieth-Riley - \$1,763,684.74

The itemized bid tab is attached for your reference.

The Engineering Department is requesting the Board of Public Works and Safety to award the contract to DC Construction as the lowest responsive and responsible bidder.

Requested Motion: Approve the Contract with DC Construction for the 2026 Asphalt Paving project in the amount of \$1,575,674.63.

2026 ASPHALT PAVING PROJECT - JN: 2026-0002
MATERIAL BID TAB
BID DUE DATE - December 11, 2025

| BASE BID | | | | DC Paving | | Niblock Excavating | | Rieth-Riley | |
|------------------------------|-----------|------|---|-------------|-----------------------|--------------------|-----------------------|-------------|-----------------------|
| Item No. | Est. Qty. | Unit | Description | Unit Price | Amount | Unit Price | Amount | Unit Price | Amount |
| 1 | 1 | LSUM | Mobilization & Demobilization | \$65,000.00 | \$65,000.00 | \$55,000.00 | \$55,000.00 | \$88,000.00 | \$88,000.00 |
| 2 | 1 | LSUM | Construction Engineering | \$10,000.00 | \$10,000.00 | \$5,500.00 | \$5,500.00 | \$76,000.00 | \$76,000.00 |
| 3 | 1 | LSUM | Temporary Maintenance of Traffic | \$30,000.00 | \$30,000.00 | \$25,000.00 | \$25,000.00 | \$76,000.00 | \$76,000.00 |
| 4 | 1 | LSUM | Erosion Control | \$5,000.00 | \$5,000.00 | \$9,500.00 | \$9,500.00 | \$76,000.00 | \$76,000.00 |
| 5 | 1 | LSUM | Traffic Loops and HH boxes | \$14,000.00 | \$14,000.00 | \$16,500.00 | \$16,500.00 | \$18,900.00 | \$18,900.00 |
| 6 | 13,584 | SYD | Pavement Removal (All Types) | \$14.94 | \$202,944.96 | \$8.00 | \$108,672.00 | \$16.10 | \$218,702.40 |
| 7 | 240 | LFT | Concrete Removal, Curb & Gutter | \$15.00 | \$3,600.00 | \$9.00 | \$2,160.00 | \$32.50 | \$7,800.00 |
| 8 | 300 | CYD | Common Excavation (Undistributed) | \$60.00 | \$18,000.00 | \$45.00 | \$13,500.00 | \$34.00 | \$10,200.00 |
| 9 | 100 | TON | No. 2 Limestone or Recycled Concrete (Undist) | \$25.00 | \$2,500.00 | \$65.00 | \$6,500.00 | \$68.00 | \$6,800.00 |
| 10 | 31 | EA | Mailbox Removal/Reinstall | \$300.00 | \$9,300.00 | \$500.00 | \$15,500.00 | \$400.00 | \$12,400.00 |
| 11 | 1 | LSUM | Linear Grading | \$7,500.00 | \$7,500.00 | \$105,000.00 | \$105,000.00 | \$55,815.00 | \$55,815.00 |
| 12 | 240 | LFT | Concrete Curb & Gutter | \$30.00 | \$7,200.00 | \$48.00 | \$11,520.00 | \$70.00 | \$16,800.00 |
| 13 | 30 | SYD | Concrete Sidewalk, 4" | \$100.00 | \$3,000.00 | \$90.00 | \$2,700.00 | \$250.00 | \$7,500.00 |
| 14 | 130 | SYD | Concrete ADA Ramp w/ Truncated Domes | \$175.00 | \$22,750.00 | \$200.00 | \$26,000.00 | \$280.00 | \$36,400.00 |
| 15 | 7,805 | SYD | Milling, 2.0" | \$2.28 | \$17,795.40 | \$3.00 | \$23,415.00 | \$3.50 | \$27,317.50 |
| 16 | 1,176 | TON | HMA, Type B, Surface, 9.5 mm | \$112.64 | \$132,464.64 | \$116.00 | \$136,416.00 | \$94.50 | \$111,132.00 |
| 17 | 903 | TON | HMA, Type B, Surface, 9.5 mm w/ Fibers | \$132.31 | \$119,475.93 | \$145.00 | \$130,935.00 | \$116.00 | \$104,748.00 |
| 18 | 1,569 | TON | HMA, Type B, Binder, 12.5 mm | \$107.50 | \$168,667.50 | \$100.00 | \$156,900.00 | \$88.00 | \$138,072.00 |
| 19 | 3,137 | TON | HMA, Type B, Base, 19.0 mm | \$103.15 | \$323,581.55 | \$90.00 | \$282,330.00 | \$82.50 | \$258,802.50 |
| 20 | 35 | TON | Tack Coat | \$600.00 | \$21,000.00 | \$1,350.00 | \$47,250.00 | \$0.01 | \$0.35 |
| 21 | 5,685 | TON | No. 53 Crushed/Recycled Concrete | \$34.65 | \$196,985.25 | \$43.00 | \$244,455.00 | \$35.00 | \$198,975.00 |
| 22 | 13,720 | SYD | TENSAR NX750 Geogrid | \$6.00 | \$82,320.00 | \$9.50 | \$130,340.00 | \$6.82 | \$93,570.40 |
| 23 | 235 | TON | Aggregate Shoulder, No. 73 Limestone (12" wide) | \$60.00 | \$14,100.00 | \$92.00 | \$21,620.00 | \$86.00 | \$20,210.00 |
| 24 | 120 | TON | No. 73 Limestone (Driveway Restoration) | \$40.00 | \$4,800.00 | \$82.00 | \$9,840.00 | \$120.00 | \$14,400.00 |
| 25 | 100 | SYD | Full Depth Patching (Undistributed) | \$60.00 | \$6,000.00 | \$98.00 | \$9,800.00 | \$130.00 | \$13,000.00 |
| 26 | 22 | EA | Manhole Chimney Reconstruction | \$1,200.00 | \$26,400.00 | \$2,400.00 | \$52,800.00 | \$1,200.00 | \$26,400.00 |
| 27 | 6 | EA | Catch Basin/Inlet Casting Adjustment | \$250.00 | \$1,500.00 | \$1,750.00 | \$10,500.00 | \$840.00 | \$5,040.00 |
| 28 | 19 | EA | Valve Box Adjustment | \$250.00 | \$4,750.00 | \$650.00 | \$12,350.00 | \$540.00 | \$10,260.00 |
| 29 | 110 | LFT | Thermoplastic, White, Stop Bar, 24" | \$22.00 | \$2,420.00 | \$16.50 | \$1,815.00 | \$13.41 | \$1,475.10 |
| 30 | 5,600 | LFT | Thermoplastic, White, Single Line, 4" (Grooved) | \$4.20 | \$23,520.00 | \$1.75 | \$9,800.00 | \$1.37 | \$7,672.00 |
| 31 | 2,282 | LFT | Thermoplastic, Yellow, Single Line, 4" | \$4.20 | \$9,584.40 | \$1.75 | \$3,993.50 | \$1.37 | \$3,126.34 |
| 32 | 320 | LFT | Thermoplastic, White, Single Line, 6" | \$6.30 | \$2,016.00 | \$1.25 | \$400.00 | \$0.93 | \$297.60 |
| 33 | 8 | EA | Thermoplastic, White, Arrow | \$210.00 | \$1,680.00 | \$275.00 | \$2,200.00 | \$219.00 | \$1,752.00 |
| 34 | 63 | LFT | Thermoplastic, White, Single Line, 12" | \$13.00 | \$819.00 | \$2.50 | \$157.50 | \$1.85 | \$116.55 |
| 35 | 1 | LSUM | Landscape Restoration | \$15,000.00 | \$15,000.00 | \$32,000.00 | \$32,000.00 | \$20,000.00 | \$20,000.00 |
| TOTAL BASE BID AMOUNT | | | | | \$1,575,674.63 | | \$1,722,369.00 | | \$1,763,684.74 |

| ALTERNATE No. 1 | | | | DC Paving | | Niblock Excavating | | Rieth-Riley | |
|--|-----------|------|----------------------|------------|-----------------------|--------------------|-----------------------|-------------|-----------------------|
| Item No. | Est. Qty. | Unit | Description | Unit Price | Amount | Unit Price | Amount | Unit Price | Amount |
| 36 | 13,720 | SYD | TENSAR NX650 Geogrid | \$5.50 | \$75,460.00 | \$8.25 | \$113,190.00 | \$6.18 | \$84,789.60 |
| TOTAL BASE BID WITH ALTERNATE ITEM 36 REPLACING ITEM 22 | | | | | \$1,568,814.63 | | \$1,705,219.00 | | \$1,754,903.94 |

I certify that this bid tab is true and accurate, and the contractors submitted all the required bid information.

 12-12-25
 Brad Minnick, P.E.
 Civil City Engineer
 City of Goshen, Indiana

CITY OF GOSHEN, INDIANA
CONTRACT
FOR
PROJECT: 2026 Paving Project
PROJECT NUMBER: JN 2026-0002

THIS CONTRACT ("Contract") is entered into on _____, 2025, which is the date of the last signature set forth on the signature page (the "Effective Date"), by and between **DC Construction Services, Inc.** ("Contractor"), whose address is 9598 Brookes Way, Pendleton, IN 46240, 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 incorporated by reference into this Contract. The Project includes full-depth pavement replacement, milling, pavement reinforcement, and paving of various city streets, including some curb, ADA ramps, sidewalk flatwork, striping, and other related work as required by the Project specifications and plans.
- (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.
 - (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.
 - (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;
 - (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.

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. This Contract shall continue until all Work on the Project is completed to the satisfaction of City and the respective obligations of each party have been carried out in full, unless otherwise terminated in writing.
- (B) Contractor shall begin Work as soon as practical and in proper weather conditions after receiving a written notice to proceed from City.
- (C) Contractor shall carry out all Work expeditiously with adequate work forces and shall substantially complete the Project as follows:
- (1) All Work on 15th Street between College Avenue and Eisenhower Drive shall be substantially complete by May 20, 2026, or within forty-five (45) calendar days after the date of the notice to proceed, whichever is later.
 - (2) All other Work shall be substantially complete by June 30, 2026, or within ninety (90) calendar days after the date of the notice to proceed, whichever is later.

"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.

- (D) If Contractor does not substantially complete the Project within the time periods set forth in paragraph (C), 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 periods set forth in paragraph (C), 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 Five Hundred Dollars (\$500) 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 compensate Contractor for the satisfactory performance of the Work under this Contract based on the Contractor's established unit prices for the work items as set forth for the base bid in the Project Proposal Form, a copy of which is attached to this Contract. The quantities shown for each work item are estimates only and based on the best information currently available. The actual quantities needed for each work item may be higher or lower than the estimated quantities, and that compensation will be made using the established unit prices for each work item and the actual quantities used in the Project. Adjustments to the actual number of units for a work item used in the Project and resulting compensation will be done by written change order.
- (B) Total (estimated) Project cost for the base bid, prior to any amendment(s) or change order(s), is One Million Five Hundred Seventy-five Thousand Six Hundred Seventy-four and 63/100 Dollars (\$1,575,674.63).
- (C) 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) 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.
- (C) 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.
- (D) Contractor shall submit detailed invoices 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, Indiana
Attention: Goshen Engineering Department
204 East Jefferson St., Suite 1
Goshen, IN 46528
Email is also acceptable at Engineering@goshencity.com.
- (E) 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 City makes final payment.
- (F) Except for a final payment as provided by subparagraph (I), 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.
- (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 prepare a construction schedule 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. Upon beginning the Work, Contractor shall update the schedule on a monthly basis until all Work on the Project is complete.
- (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 three (3) years after substantial completion of the Project. This warranty shall survive any inspection, testing, acceptance, or payment by the City.
- (B) Under this guarantee, Contractor agrees to correct or replace without delay and at Contractor's expense, the 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. **Investment Activities in Iran.** In accordance with Indiana Code § 36-1-12-23 and Indiana Code § 5-22-16.5, by execution of this Contract, Contractor certifies that Contractor does not engage in investment activities in Iran as defined by Indiana Code § 5-22-16.5-8.
- 17. **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.
- 18. **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.
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. 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 - \$2,000,000 each occurrence
20. **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.
21. **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.

22. **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.

23. **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.

24. **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 the respective obligations of each party have been carried out in full, and shall then terminate.
- (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 the Section entitled 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.

25. **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.

26. **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.

27. **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.

28. **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.

29. **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.

30. **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.

31. **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.

32. **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.

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

City: City of Goshen, Indiana
Attention: Goshen Engineering Department
204 East Jefferson St., Suite 1
Goshen, IN 46528
Email: 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

Contractor: DC Construction Services, Inc.
Attention: Caity Robbins, Operations
9598 Brookes Way
Pendelton, IN 46240
Email: caity@dcpaving.com

with a copy to:

DC Construction Services, Inc.
Attention: Dustin Calhoun, President and Registered Agent
9598 Brookes Way
Pendelton, IN 46240

34. **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.

35. **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.

[Signature page follows.]

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

DC Construction Services, Inc.

Gina M. Leichty, Mayor

Date: _____

Printed: _____

Title: _____

Date: _____

CITY OF GOSHEN, INDIANA
PROJECT: 2026 Paving Project PROJECT NUMBER: JN 2026-0002

WORK ITEMS

Streets Included: 15th Street from Eisenhower Drive to College Avenue (Full Depth), 15th Street from College Avenue to Plymouth Avenue (2.0" Mill and Pave), and 15th Street from Plymouth Avenue to US 33 (Full Depth)

This completed form must be included with the Project Proposal Form for the above referenced Project. The Respondent should transfer the sum of the work items for the Base Proposal and Alternates, if any, to **PART 2-PROPOSED CONTRACT PRICE.**

| Respondent Name: | | | | | |
|------------------|--|--------------------|------|--------------|---------------|
| Item No. | Description | Estimated Quantity | Unit | Unit Cost | Total |
| 1 | Mobilization and Demobilization | 1 | LSUM | \$ 65,000.00 | \$ 65,000.00 |
| 2 | Construction Engineering | 1 | LSUM | \$ 10,000.00 | \$ 10,000.00 |
| 3 | Temporary Maintenance of Traffic | 1 | LSUM | \$ 30,000.00 | \$ 30,000.00 |
| 4 | Erosion Control | 1 | LSUM | \$ 5,000.00 | \$ 5,000.00 |
| 5 | Traffic Loops, HH boxes and Other Components | 1 | LSUM | \$ 14,000.00 | \$ 14,000.00 |
| 6 | Pavement Removal (All Types) | 13,584 | SYD | \$ 14.94 | \$ 202,944.96 |
| 7 | Concrete Removal, Curb & Gutter | 240 | LFT | \$ 15.00 | \$ 3,600.00 |
| 8 | Common Excavation (Undistributed) | 300 | CYD | \$ 60.00 | \$ 18,000.00 |
| 9 | No. 2 Limestone or Recycled Concrete (Undistributed) | 100 | TONS | \$ 25.00 | \$ 2,500.00 |
| 10 | Mailbox Removal/Reinstall | 31 | EA | \$ 300.00 | \$ 9,300.00 |
| 11 | Linear Grading | 1 | LSUM | \$ 7,500.00 | \$ 7,500.00 |
| 12 | Concrete Curb & Gutter | 240 | LFT | \$ 30.00 | \$ 7,200.00 |
| 13 | Concrete Sidewalk, 4" | 30 | SYD | \$ 100.00 | \$ 3,000.00 |
| 14 | Concrete ADA Ramp w/ Truncated Domes | 130 | SYD | \$ 175.00 | \$ 22,750.00 |
| 15 | Milling, 2.0" | 7,805 | SYD | \$ 2.28 | \$ 17,795.40 |

| | | | | | |
|--|--|--------|------|--------------|-----------------|
| 16 | HMA, Type B, Surface, 9.5 mm | 1,176 | TONS | \$ 112.64 | \$ 132,464.64 |
| 17 | HMA, Type B, Surface, 9.5 mm w/ Fibers | 903 | TONS | \$ 132.31 | \$ 119,475.93 |
| 18 | HMA, Type B, Binder, 12.5 mm | 1,569 | TONS | \$ 107.50 | \$ 168,667.50 |
| 19 | HMA Type B, Base, 19.0 mm | 3,137 | TONS | \$ 103.15 | \$ 323,581.55 |
| 20 | Tack Coat | 35 | TONS | \$ 600.00 | \$ 21,000.00 |
| 21 | No. 53 Crushed/Recycled Concrete | 5,685 | TONS | \$ 34.65 | \$ 196,985.25 |
| 22 | TENSAR NX750 Geogrid | 13,720 | SYD | \$ 6.00 | \$ 82,320.00 |
| 23 | Aggregate Shoulder, No. 73 Limestone (12" Wide) | 235 | TONS | \$ 60.00 | \$ 14,100.00 |
| 24 | No. 73 Limestone (Driveway Restoration) | 120 | TONS | \$ 40.00 | \$ 4,800.00 |
| 25 | Full Depth Patching (Undistributed) | 100 | SYD | \$ 60.00 | \$ 6,000.00 |
| 26 | Manhole Chimney Reconstruction | 22 | EA | \$ 1,200.00 | \$ 26,400.00 |
| 27 | Catch Basin/Inlet Casting Adjustment | 6 | EA | \$ 250.00 | \$ 1,500.00 |
| 28 | Valve Box Adjustment | 19 | EA | \$ 250.00 | \$ 4,750.00 |
| 29 | Thermoplastic, White, Stop Bar, 24" | 110 | LFT | \$ 22.00 | \$ 2,420.00 |
| 30 | Thermoplastic, White, Single Line, 4" (Grooved) | 5,600 | LFT | \$ 4.20 | \$ 23,520.00 |
| 31 | Thermoplastic, Yellow, Single Line, 4" (Grooved) | 2,282 | LFT | \$ 4.20 | \$ 9,584.40 |
| 32 | Thermoplastic, White, Single Line, 6" | 320 | LFT | \$ 6.30 | \$ 2,016.00 |
| 33 | Thermoplastic, White, Arrow | 8 | EA | \$ 210.00 | \$ 1,680.00 |
| 34 | Thermoplastic, White, Single, Line, 12" | 63 | LFT | \$ 13.00 | \$ 819.00 |
| 35 | Landscape Restoration | 1 | LSUM | \$ 15,000.00 | \$ 15,000.00 |
| Total Base Proposal: (Transfer Total to PART 2.) | | | | | \$ 1,575,674.63 |
| | ALTERNATE ITEM | | | | |
| 36 | TENSAR NX650 Geogrid | 13,720 | SYD | \$ 5.50 | \$ 75,460.00 |
| Total Base Proposal with Alternate Item 36 Replacing Item 22: (Transfer Total to PART 2.) | | | | | \$ 1,568,814.63 |



**Engineering Department
CITY OF GOSHEN**

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

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

MEMORANDUM

TO: Board of Works and Safety and Stormwater Board

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

RE: **PROPOSED 2026 BUDGET FOR THE GOSHEN WATER AND WASTEWATER UTILITIES
(JN: UTILITIES - BUDGET)**

DATE: December 18, 2025

Goshen Utilities is pleased to present its proposed 2026 budget for the Water and Wastewater Utilities.

The proposed Wastewater Utility operating budget totals \$7.39 million, while the Water Utility operating budget totals \$5.16 million, exclusive of capital expenditures funded through depreciation reserves, state revolving loan programs, and Redevelopment Commission resources.

Both utilities maintain strong depreciation fund balances—approximately \$9.9 million for Wastewater and \$6.39 million for Water—in alignment with established reserve targets to support multi-year capital plans and emergency preparedness. In 2026, planned capital investments are significant, totaling approximately \$5.26 million for Wastewater and \$12.2 million for Water, with major projects including the replacement of digester infrastructure, sewer lining, lead and copper compliance work, wellfield development, and water tower rehabilitation. These investments are essential to maintaining regulatory compliance, system reliability, and long-term asset sustainability.

Representatives from both utilities will be present at the meeting to answer questions. After the presentation and discussion, Goshen Water and Wastewater requests the Board of Works and Safety's approval of both budgets.

Requested Motion: Move to approve Goshen Water and Goshen Wastewater's proposed 2026 budgets as presented.

City of Goshen
Board of Works & Safety

Gina Leichty, Mayor

Mike Landis, Board Member

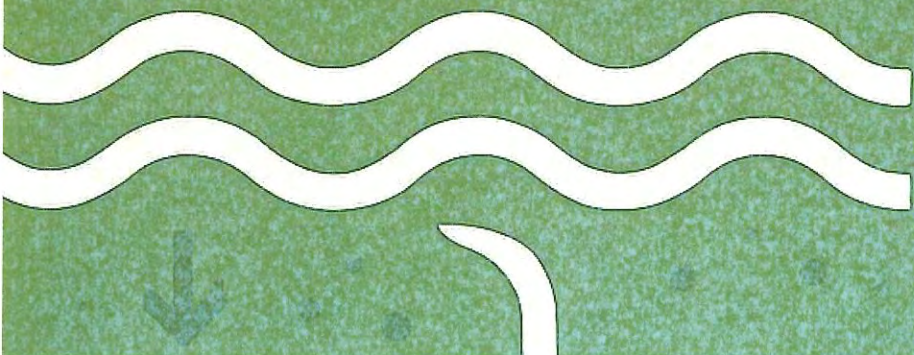
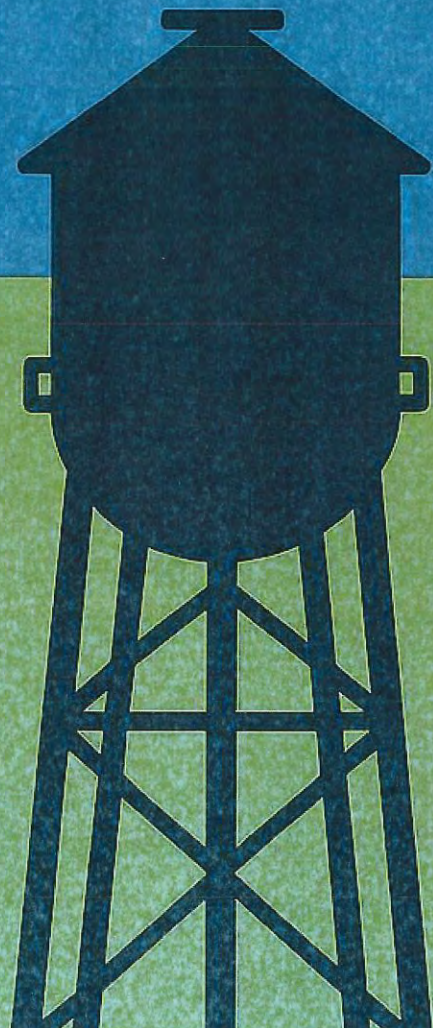
Mary Nichols, Board Member

Barb Swartley, Board Member

Orv Myers, Board Member

GOSHEN WATER AND WASTEWATER UTILITIES

PROPOSED 2026
BUDGET



GOSHEN UTILITIES

2026 PROPOSED BUDGET

Prepared For:

Goshen Board of Public Works & Safety

City of Goshen, Indiana

Prepared By:

Goshen Utilities Department

Fiscal Year:

January 1, 2026 – December 31, 2026

Date Submitted:

December 18, 2025

This document presents the proposed operating and capital budget for Goshen Utilities, outlining financial plans, priorities, and resource allocations for the 2026 fiscal year.

Executive Summary

2026 Water and Wastewater Utility Operating Budgets

The City of Goshen's 2026 proposed operating budgets for the Water and Wastewater Utilities reflect a continued focus on maintaining reliable service, addressing inflationary pressures, and advancing critical infrastructure investments. The proposed Wastewater Utility operating budget totals \$7.39 million, while the Water Utility operating budget totals \$5.16 million, exclusive of capital expenditures funded through depreciation reserves, state revolving loan programs, and Redevelopment Commission resources.

Both utilities maintain strong depreciation fund balances—approximately \$9.9 million for Wastewater and \$6.39 million for Water—in alignment with established reserve targets to support multi-year capital plans and emergency preparedness. In 2026, planned capital investments are significant, totaling approximately \$5.26 million for Wastewater and \$12.2 million for Water, with major projects including digester infrastructure replacement, sewer lining, lead and copper compliance work, wellfield development, and water tower rehabilitation. These investments are essential to maintaining regulatory compliance, system reliability, and long-term asset sustainability.

Revenue trends over the past three years indicate relative stability for both utilities, despite notable changes such as the closure of Dairy Farmers of America in early 2025, which reduced wastewater revenues but also produced operational cost savings. Scheduled rate increases implemented since 2023 have helped offset inflationary pressures. However, with the conclusion of previously approved rate schedules, new rate increases are proposed for 2026—\$8.19 per 100 cubic feet for Wastewater and \$3.67 per 100 cubic feet for Water—to ensure continued operational viability and support ongoing capital needs.

Residential Water and Wastewater Protection Funds continue to provide assistance to customers facing service line repairs. However, balances—particularly in the Water Utility—have been strained by increased costs associated with lead and copper compliance requirements. Fee adjustments for 2026 will be evaluated and presented to the Board of Works and Safety.

Looking ahead, both utilities face emerging operational challenges, including potential utility relocations associated with the planned U.S. Highway 33 widening project, increased system demands from new development, and evolving federal and state regulatory requirements related to lead and copper, and long-term water production capacity. Proactive planning, sustained capital investment, and prudent rate adjustments position the City of Goshen's utilities to manage these risks while continuing to provide safe, reliable, and cost-effective services to the community.

Wastewater Utility

2026 Operating Budget

The proposed operating budget for the Goshen Wastewater Utility in 2026 is \$7,385,068.29. This figure does not include capital expenditures highlighted under Depreciation Funding & Capital Planning.

Depreciation Funding & Capital Planning

The current Wastewater Depreciation fund sits at \$9,900,448. It is recommended that the fund contain sufficient funds to cover the average annual capital improvements value for the next five years. As a rule, the Utility attempts to maintain \$5,000,000 in reserve for its capital plan and for emergencies.

In 2026, the Wastewater Utility anticipates spending \$5.26 million in capital improvements, including funds obtained from the State Revolving Loan Fund program and the Goshen Redevelopment Commission. Some of the larger planned capital improvements for 2026 are:

1. Replacement of the Wastewater Digester No. 1 Cover, \$678,915 (\$382,500 will be covered by remaining SRF bond funds, and \$296,415 in depreciation funds)
2. 2026 Cured in Place Sewer Lining Project, which will line portions of the gravity sewer on Eighth Street and Wilson Avenue, \$1,200,000 in depreciation funds
3. Northside Neighborhood Lead & Copper Project, which includes wastewater pipe replacement, \$934,400
4. Manhole 3458 Replacement, \$225,000
5. Northside Neighborhood Lead & Copper Project, which includes wastewater pipe replacement, \$934,400

Revenue Projections

Goshen Utilities does not project its annual revenues. These figures are provided by the City's financial consultant, Baker Tilly & Associates. Revenue trends over the past three years are provided in Table 1.0.

| Table 1.0 – Wastewater Utility Revenue Trends | | |
|---|--------------|--------------|
| 2023 | 2024 | 2025* |
| \$11,179,245 | \$11,435,533 | \$11,266,338 |
| <i>*Note: The 2025 revenue figure through November 2025 is unaudited.</i> | | |

It should be noted that at the beginning of 2025, the Wastewater Utility lost Dairy Farmers of America (DFA) after it closed operations in January. DFA was one of the Utility's top ten (10) customers. Although the facility closure resulted in significant funding losses, the Utility realized operational savings in energy, chemical use, waste disposal, and personnel time.

Since 2023, the Wastewater Utility's usage rates have had a scheduled increase to address inflation. The wastewater utility's usage rates over the past three years are provided in Table 1.1.

| Table 1.1 – Wastewater Utility Rates per 100 cft | | |
|--|--------|--------|
| 2023 | 2024 | 2025 |
| \$7.28 | \$7.50 | \$7.73 |

The full schedule of rates and charges can be found in Ordinance 5107, “Goshen Sewer Utility Schedule of Rates and Charges”, which is available on the Goshen Utility Business Office’s webpage.

The 2025 rate increase was the last scheduled increase. To maintain operations in line with inflation and the system’s needed capital improvements, a rate increase has been proposed for 2026. The first reading of the rate increase takes place on December 15, 2025. A second reading will occur in January 2026. The wastewater rate for 2026, proposed under Ordinance 5247, is \$8.19.

Residential Wastewater Protection Fund

The Wastewater Utility operates a residential sewer protection under Ordinance 4531, “Schedule of Rates and Charges for Services of the Goshen Water and Goshen Sewer Utility Building Line Repair Program.” The fund was established to generate a shared \$1.10 per residential customer per month. Annually, the \$1.10 amount is evaluated annually based on the protection fund balances in the water and wastewater utility account. A summary of the funds generated for the wastewater utility is provided in Table 1.2.

| Table 1.2 – Wastewater Utility Protection Fund Revenue, Expenses, and Customers Assisted | | | |
|--|-------------------|-------------------|-------------------|
| | 2023 | 2024 | 2025* |
| Assessment | \$0.70 Assessment | \$0.70 Assessment | \$0.70 Assessment |
| Claims | \$77,439.23 | \$102,524 | \$63,082 |
| Fund Balance | \$23,137 | (\$8,090) | \$4,634 |
| Customers Assisted | | 14 | 10 |
| <i>*Note: The 2025 revenue figure through November 2025 is unaudited.</i> | | | |

The anticipated revenue for 2026 will be established in January 2026, when the division of the repair line fee is presented to the Board of Works and Safety.

Potential Operational Issues

1. INDOT, U.S. Hwy. 33 Widening from Monroe Street to Kercher Road. INDOT has notified the City that it plans to widen U.S. Hwy. 33. The wastewater utility has parallel pipelines and multiple lift stations along the corridor that will be impacted by the proposed project. With the assistance of the Goshen Redevelopment Commission, planning and design for utility relocations are currently taking place. Utility relocation work could begin as early as 2027.
2. Cherry Creek Development. As this large development comes to fruition, the Wastewater Utility will need to closely watch the generated flows and their impact on the Dierdorff Lift Station, located at Dierdorff Road and U.S. Hwy. 33. Note this lift station is one that is scheduled to be replaced with a larger trunkline sewer.

Water Utility

2026 Operating Budget

The proposed operating budget for the Goshen Water Utility in 2026 is \$5,160,572.23. This figure does not include capital expenditures highlighted under Depreciation Funding & Capital Planning.

Depreciation Funding & Capital Planning

The current Water Depreciation fund sits at \$6,390,097. It is recommended that the fund contain sufficient funds to cover the average annual capital improvements value for the next five years. As a rule, the Utility attempts to maintain \$3,500,000 in reserve for its capital plan and for emergencies.

In 2026, the Water Utility anticipates spending \$12.2 million in capital improvements, including funds obtained from a State Revolving Fund program and the Goshen Redevelopment Commission. Some of the larger planned capital improvements for 2026 are:

1. Kercher Wellfield. In 2026, the Water Utility plans to perform a pre-wellsite survey on the property to be purchased at 1711 N. Eisenhower Drive, \$155,000
2. Northside Neighborhood Lead & Copper Project, \$10,000,000
3. Clinton Water Tower Repainting and Cathodic Protection, \$351,000

Revenue Projections

Goshen Utilities does not project its annual revenues. These figures are provided by the City's financial consultant, Baker Tilly & Associates. Revenue trends over the past three years are provided in Table 1.0.

| Table 1.0 – Water Utility Revenue Trends | | |
|---|-------------|-------------|
| 2023 | 2024 | 2025* |
| \$5,859,318 | \$5,949,100 | \$6,692,608 |
| <i>*Note: The 2025 revenue figure through November 2025 is unaudited.</i> | | |

Since 2023, the Water Utility's usage rates have been scheduled to increase to address inflation. The water Utility's usage rates over the past three years are provided in Table 1.1.

| Table 1.1 – Water Utility Rates per 100 cft under 3,000 cft | | |
|---|--------|--------|
| 2023 | 2024 | 2025 |
| \$3.09 | \$3.24 | \$3.40 |

The full schedule of rates and charges can be found in Ordinance 5106, "Goshen Water Utility Schedule of Rates and Charges", which is available on the Goshen Utility Business Office's webpage.

The 2025 rate increase is the last scheduled increase. To maintain operations in line with inflation and required capital improvements, a rate increase has been proposed for 2026. The first reading of the rate increase takes place on December 15, 2025. A second reading will occur in January 2026. The water rate for 2026, proposed under Ordinance 5247 is \$3.67.

Residential Water Protection Fund

The Water Utility operates a residential water protection program under Ordinance 4531, "Schedule of Rates and Charges for Services of the Goshen Water and Goshen Sewer Utility Building Line Repair Program." The fund was established to generate a shared \$1.10 per residential customer per month. Annually, the \$1.10 amount is evaluated annually based on the protection fund balances in the water and wastewater utility account. A summary of the funds generated for the Water Utility is provided in Table 1.2.

| Table 1.2 – Water Utility Protection Fund Revenue, Expenses, and Customers Assisted | | | |
|---|-----------|------------|------------|
| | 2023 | 2024 | 2025* |
| Assessment | \$0.40 | \$0.40 | \$0.40 |
| Claims | \$68,113 | \$66,475 | |
| Fund Balance | (\$3,431) | (\$22,312) | (\$19,415) |
| Customers Assisted | | 31 | 24 |
| <i>*Note: The 2025 revenue figure through November 2025 is unaudited.</i> | | | |

The Water Fund has taken on a heavier burden because of lead and copper requirements. When a galvanized line is exposed, the entire water service is replaced from the water main to the inside water meter. The anticipated revenue for 2026 will be established in January 2026, when the division of the repair line fee is presented to the Board of Works and Safety.

Potential Operational Issues

1. INDOT, U.S. Hwy. 33 Widening from Monroe Street to Kercher Road. INDOT has notified the City that it plans to widen U.S. Hwy. 33. The water utility has parallel pipelines along the corridor that the proposed project will impact. With assistance from the Goshen Redevelopment Commission, planning and design for utility relocations are currently underway. Utility relocation work could begin as early as 2027.
2. Lead & Copper. Goshen Water demonstrated that it does not have any fully lead service lines. Under the current rules, the City will not be required to follow a service line replacement program. If the rules were to change, about 1200 water services within the water system are believed to have lead goosenecks and galvanized lines. Replacing all these lines is estimated to cost \$14.4 million in today's dollars.
3. Water Production Capacity. The Water Utility needs to continue developing and maintaining its water production capacity. Because the community pulls water from the aquifer, the Utility needs to serve as a steward in protecting the resource.

Exhibit 1
2026 Budget



City of Goshen, IN

Budget Report Account Summary

For Fiscal: 2026 Period Ending: 12/31/2026

| | | Original Total Budget | Current Total Budget | Period Activity | Fiscal Activity | Variance Favorable (Unfavorable) | Percent Used |
|--|--------------------------------|--------------------------|-------------------------|--------------------|--------------------|--|-----------------|
| Fund: 6101 - WATER OPERATING FUND | | | | | | | |
| Department: 00 - NON-DEPARTMENTAL | | | | | | | |
| <u>6101-4-00-3670100</u> | W-INSPECTION PERMITS | -3,900.00 | -3,900.00 | 0.00 | 0.00 | 3,900.00 | 0.00 % |
| <u>6101-4-00-3900000</u> | W-MISC. REVENUES | -10,000.00 | -10,000.00 | 0.00 | 0.00 | 10,000.00 | 0.00 % |
| <u>6101-4-00-3920100</u> | SALE USED ASSETS-W | -5,000.00 | -5,000.00 | 0.00 | 0.00 | 5,000.00 | 0.00 % |
| <u>6101-4-00-3950000</u> | 203 S.5TH-LEASE PYMT FROM CITY | -6,917.00 | -6,917.00 | 0.00 | 0.00 | 6,917.00 | 0.00 % |
| Department: 00 - NON-DEPARTMENTAL Total: | | -25,817.00 | -25,817.00 | 0.00 | 0.00 | 25,817.00 | 0.00% |
| Department: 10 - ENGINEERING | | | | | | | |
| <u>6101-5-10-4110110</u> | ENGINEERING WAGES | 49,000.00 | 49,000.00 | 0.00 | 0.00 | 49,000.00 | 0.00 % |
| <u>6101-5-10-4210000</u> | SUPPLIES-ENGINEERING | 10,000.00 | 10,000.00 | 0.00 | 0.00 | 10,000.00 | 0.00 % |
| <u>6101-5-10-4220210</u> | GAS - VEHICLES-ENGINEERING | 500.00 | 500.00 | 0.00 | 0.00 | 500.00 | 0.00 % |
| <u>6101-5-10-4390905</u> | MISC. EXPENSE-ENGINEERING | 20,000.00 | 20,000.00 | 0.00 | 0.00 | 20,000.00 | 0.00 % |
| Department: 10 - ENGINEERING Total: | | 79,500.00 | 79,500.00 | 0.00 | 0.00 | 79,500.00 | 0.00% |
| Department: 22 - WATER TREATMENT | | | | | | | |
| <u>6101-5-22-4110110</u> | SAL. SUPERVISION-WATER | 75,000.00 | 75,000.00 | 0.00 | 0.00 | 75,000.00 | 0.00 % |
| <u>6101-5-22-4110130</u> | MAINT. LABOR WATER | 210,000.00 | 210,000.00 | 0.00 | 0.00 | 210,000.00 | 0.00 % |
| <u>6101-5-22-4110131</u> | W/S PLANT OFFICE WAGES | 30,000.00 | 30,000.00 | 0.00 | 0.00 | 30,000.00 | 0.00 % |
| <u>6101-5-22-4110150</u> | WATER MISC. LABOR-P.T. | 7,600.00 | 7,600.00 | 0.00 | 0.00 | 7,600.00 | 0.00 % |
| <u>6101-5-22-4210500</u> | OFFICE EQUIPMENT | 3,000.00 | 3,000.00 | 0.00 | 0.00 | 3,000.00 | 0.00 % |
| <u>6101-5-22-4230135</u> | CHEMICALS | 7,000.00 | 7,000.00 | 0.00 | 0.00 | 7,000.00 | 0.00 % |
| <u>6101-5-22-4230201</u> | MAINTENANCE OF WELLS | 180,000.00 | 180,000.00 | 0.00 | 0.00 | 180,000.00 | 0.00 % |
| <u>6101-5-22-4230300</u> | W-TOOLS | 12,000.00 | 12,000.00 | 0.00 | 0.00 | 12,000.00 | 0.00 % |
| <u>6101-5-22-4310501</u> | LAB ANALYSIS | 38,000.00 | 38,000.00 | 0.00 | 0.00 | 38,000.00 | 0.00 % |
| <u>6101-5-22-4350901</u> | UTILITIES-HILL/SHRK/CLTN | 70,000.00 | 70,000.00 | 0.00 | 0.00 | 70,000.00 | 0.00 % |
| <u>6101-5-22-4350922</u> | NORTH PLANT-GAS | 11,000.00 | 11,000.00 | 0.00 | 0.00 | 11,000.00 | 0.00 % |
| <u>6101-5-22-4350933</u> | KERCHER PLANT - ELECTRIC | 165,000.00 | 165,000.00 | 0.00 | 0.00 | 165,000.00 | 0.00 % |
| <u>6101-5-22-4350934</u> | KERCHER PLANT - GAS | 5,500.00 | 5,500.00 | 0.00 | 0.00 | 5,500.00 | 0.00 % |
| <u>6101-5-22-4350944</u> | NORTH PLANT-ELECTRIC | 165,000.00 | 165,000.00 | 0.00 | 0.00 | 165,000.00 | 0.00 % |
| <u>6101-5-22-4360502</u> | MAINT OF EQUIP & BLDG | 50,000.00 | 50,000.00 | 0.00 | 0.00 | 50,000.00 | 0.00 % |
| <u>6101-5-22-4390902</u> | MISC. EXPENSE-WATER | 35,000.00 | 35,000.00 | 0.00 | 0.00 | 35,000.00 | 0.00 % |
| Department: 22 - WATER TREATMENT Total: | | 1,064,100.00 | 1,064,100.00 | 0.00 | 0.00 | 1,064,100.00 | 0.00% |
| Department: 23 - DISTRIBUTION SYSTEM | | | | | | | |
| <u>6101-5-23-4110110</u> | SALARY SUPERVISION W/S | 208,000.00 | 208,000.00 | 0.00 | 0.00 | 208,000.00 | 0.00 % |
| <u>6101-5-23-4110130</u> | MAINT. LABOR-DISTRIBUTION | 458,000.00 | 458,000.00 | 0.00 | 0.00 | 458,000.00 | 0.00 % |
| <u>6101-5-23-4110150</u> | W/S MISC. PART-TIME | 10,000.00 | 10,000.00 | 0.00 | 0.00 | 10,000.00 | 0.00 % |
| <u>6101-5-23-4220210</u> | GAS - VEHICLES | 34,000.00 | 34,000.00 | 0.00 | 0.00 | 34,000.00 | 0.00 % |
| <u>6101-5-23-4220250</u> | VEHICLES MAINT/REPAIR | 35,000.00 | 35,000.00 | 0.00 | 0.00 | 35,000.00 | 0.00 % |
| <u>6101-5-23-4230205</u> | WATER SCADA MAINTENANCE | 75,000.00 | 75,000.00 | 0.00 | 0.00 | 75,000.00 | 0.00 % |
| <u>6101-5-23-4230301</u> | MAINTENANCE OF LINES | 240,000.00 | 240,000.00 | 0.00 | 0.00 | 240,000.00 | 0.00 % |
| <u>6101-5-23-4230302</u> | LEAD SERVICE REPLACEMENT COSTS | 75,000.00 | 75,000.00 | 0.00 | 0.00 | 75,000.00 | 0.00 % |
| <u>6101-5-23-4390903</u> | MISC. EXPENSE W/S | 9,000.00 | 9,000.00 | 0.00 | 0.00 | 9,000.00 | 0.00 % |
| Department: 23 - DISTRIBUTION SYSTEM Total: | | 1,144,000.00 | 1,144,000.00 | 0.00 | 0.00 | 1,144,000.00 | 0.00% |
| Department: 24 - CUSTOMER ACCOUNTS | | | | | | | |
| <u>6101-5-24-4230100</u> | METERS | 8,000.00 | 8,000.00 | 0.00 | 0.00 | 8,000.00 | 0.00 % |
| <u>6101-5-24-4230105</u> | HYDRANTS | 35,000.00 | 35,000.00 | 0.00 | 0.00 | 35,000.00 | 0.00 % |
| <u>6101-5-24-4290100</u> | POSTAGE | 55,000.00 | 55,000.00 | 0.00 | 0.00 | 55,000.00 | 0.00 % |
| <u>6101-5-24-4310502</u> | LARGE METER TESTING | 50,000.00 | 50,000.00 | 0.00 | 0.00 | 50,000.00 | 0.00 % |
| <u>6101-5-24-4310504</u> | CONTRACTED BILLING FEES | 12,000.00 | 12,000.00 | 0.00 | 0.00 | 12,000.00 | 0.00 % |
| <u>6101-5-24-4390901</u> | BAD DEBT EXPENSE | 1,000.00 | 1,000.00 | 0.00 | 0.00 | 1,000.00 | 0.00 % |
| Department: 24 - CUSTOMER ACCOUNTS Total: | | 161,000.00 | 161,000.00 | 0.00 | 0.00 | 161,000.00 | 0.00% |

Budget Report

For Fiscal: 2026 Period Ending: 12/31/2026

| | | Original Total Budget | Current Total Budget | Period Activity | Fiscal Activity | Variance Favorable (Unfavorable) | Percent Used |
|---|----------------------------------|--------------------------|-------------------------|--------------------|--------------------|--|-----------------|
| Department: 25 - ADMINISTRATIVE | | | | | | | |
| <u>6101-5-25-4110131</u> | UTILITY OFFICE WAGES | 175,000.00 | 175,000.00 | 0.00 | 0.00 | 175,000.00 | 0.00 % |
| <u>6101-5-25-4110152</u> | SALARIES-INCREMENTAL PAY | 16,100.00 | 16,100.00 | 0.00 | 0.00 | 16,100.00 | 0.00 % |
| <u>6101-5-25-4130100</u> | FICA TAXES | 90,000.00 | 90,000.00 | 0.00 | 0.00 | 90,000.00 | 0.00 % |
| <u>6101-5-25-4130300</u> | PERF | 155,000.00 | 155,000.00 | 0.00 | 0.00 | 155,000.00 | 0.00 % |
| <u>6101-5-25-4130500</u> | HEALTH INSURANCE | 377,000.00 | 377,000.00 | 0.00 | 0.00 | 377,000.00 | 0.00 % |
| <u>6101-5-25-4130700</u> | UNIFORMS-W/S | 9,000.00 | 9,000.00 | 0.00 | 0.00 | 9,000.00 | 0.00 % |
| <u>6101-5-25-4210500</u> | UB- OFFICE SUPPLIES & EXP. | 5,000.00 | 5,000.00 | 0.00 | 0.00 | 5,000.00 | 0.00 % |
| <u>6101-5-25-4230302</u> | UB- MAINT. OFFICE BLDG & EQUI... | 5,000.00 | 5,000.00 | 0.00 | 0.00 | 5,000.00 | 0.00 % |
| <u>6101-5-25-4310503</u> | PROFESSIONAL FEES | 400,000.00 | 400,000.00 | 0.00 | 0.00 | 400,000.00 | 0.00 % |
| <u>6101-5-25-4310504</u> | SHARED SERVICES | 1,038,803.26 | 1,038,803.26 | 0.00 | 0.00 | 1,038,803.26 | 0.00 % |
| <u>6101-5-25-4310505</u> | ADP PAYROLL FEES | 6,660.00 | 6,660.00 | 0.00 | 0.00 | 6,660.00 | 0.00 % |
| <u>6101-5-25-4340200</u> | GEN. INS./GENERAL INSURANCE | 79,009.70 | 79,009.70 | 0.00 | 0.00 | 79,009.70 | 0.00 % |
| <u>6101-5-25-4340300</u> | WORKMAN'S COMP EXPENSES | 26,082.27 | 26,082.27 | 0.00 | 0.00 | 26,082.27 | 0.00 % |
| <u>6101-5-25-4350901</u> | UTILITIES-UB OFFICE BLDG | 4,500.00 | 4,500.00 | 0.00 | 0.00 | 4,500.00 | 0.00 % |
| <u>6101-5-25-4390100</u> | CUST DAMAGE REIMBURSE | 5,000.00 | 5,000.00 | 0.00 | 0.00 | 5,000.00 | 0.00 % |
| <u>6101-5-25-4390904</u> | SOLID WASTE | 16,000.00 | 16,000.00 | 0.00 | 0.00 | 16,000.00 | 0.00 % |
| <u>6101-5-25-4390910</u> | EDUCATION PROMOTION | 20,000.00 | 20,000.00 | 0.00 | 0.00 | 20,000.00 | 0.00 % |
| <u>6101-5-25-4590000</u> | PAYMENT IN LIEU OF TAXES- PILOT | 258,000.00 | 258,000.00 | 0.00 | 0.00 | 258,000.00 | 0.00 % |
| Department: 25 - ADMINISTRATIVE Total: | | 2,686,155.23 | 2,686,155.23 | 0.00 | 0.00 | 2,686,155.23 | 0.00% |
| Fund: 6101 - WATER OPERATING FUND Surplus (Deficit): | | -5,160,572.23 | -5,160,572.23 | 0.00 | 0.00 | 5,160,572.23 | 0.00% |

Budget Report

For Fiscal: 2026 Period Ending: 12/31/2026

| | | Original Total Budget | Current Total Budget | Period Activity | Fiscal Activity | Variance Favorable (Unfavorable) | Percent Used |
|--|--------------------------------|--------------------------|-------------------------|--------------------|--------------------|--|-----------------|
| Fund: 6201 - SEWER OPERATING FUND | | | | | | | |
| Department: 00 - NON-DEPARTMENTAL | | | | | | | |
| <u>6201-4-00-3620200</u> | CITY CATCH BASIN RENT | -56,826.00 | -56,826.00 | 0.00 | 0.00 | 56,826.00 | 0.00 % |
| <u>6201-4-00-3920100</u> | SALE USED ASSETS-S | -5,000.00 | -5,000.00 | 0.00 | 0.00 | 5,000.00 | 0.00 % |
| <u>6201-4-00-3950000</u> | 203 S.5TH-LEASE PYMT FROM CITY | -6,917.00 | -6,917.00 | 0.00 | 0.00 | 6,917.00 | 0.00 % |
| <u>6201-4-00-3990100</u> | S - MISC. REVENUES | -10,000.00 | -10,000.00 | 0.00 | 0.00 | 10,000.00 | 0.00 % |
| Department: 00 - NON-DEPARTMENTAL Total: | | -78,743.00 | -78,743.00 | 0.00 | 0.00 | 78,743.00 | 0.00% |
| Department: 10 - ENGINEERING | | | | | | | |
| <u>6201-5-10-4110110</u> | ENGINEERING WAGES | 49,000.00 | 49,000.00 | 0.00 | 0.00 | 49,000.00 | 0.00 % |
| <u>6201-5-10-4210000</u> | SUPPLIES-ENGINEERING | 7,000.00 | 7,000.00 | 0.00 | 0.00 | 7,000.00 | 0.00 % |
| <u>6201-5-10-4220210</u> | GAS - VEHICLES-ENGINEERING | 500.00 | 500.00 | 0.00 | 0.00 | 500.00 | 0.00 % |
| <u>6201-5-10-4390905</u> | MISC. EXPENSE-ENGINEERING | 16,000.00 | 16,000.00 | 0.00 | 0.00 | 16,000.00 | 0.00 % |
| Department: 10 - ENGINEERING Total: | | 72,500.00 | 72,500.00 | 0.00 | 0.00 | 72,500.00 | 0.00% |
| Department: 32 - COLLECTION SYSTEM | | | | | | | |
| <u>6201-5-32-4110110</u> | SALARIED SUPERVISION-W/S | 208,000.00 | 208,000.00 | 0.00 | 0.00 | 208,000.00 | 0.00 % |
| <u>6201-5-32-4110130</u> | MAINT. LABOR-DISTRIBUTION | 525,000.00 | 525,000.00 | 0.00 | 0.00 | 525,000.00 | 0.00 % |
| <u>6201-5-32-4110131</u> | W/S PLANT OFFICE WAGES | 30,000.00 | 30,000.00 | 0.00 | 0.00 | 30,000.00 | 0.00 % |
| <u>6201-5-32-4210500</u> | W/S OFFICE EQUIPMENT | 5,000.00 | 5,000.00 | 0.00 | 0.00 | 5,000.00 | 0.00 % |
| <u>6201-5-32-4220210</u> | GAS - VEHICLES | 60,000.00 | 60,000.00 | 0.00 | 0.00 | 60,000.00 | 0.00 % |
| <u>6201-5-32-4220250</u> | REPAIRS&MAINT-VEHICLES | 45,000.00 | 45,000.00 | 0.00 | 0.00 | 45,000.00 | 0.00 % |
| <u>6201-5-32-4230110</u> | MAINT.- BUILDING | 25,000.00 | 25,000.00 | 0.00 | 0.00 | 25,000.00 | 0.00 % |
| <u>6201-5-32-4230136</u> | MAINT OF LINES | 14,000.00 | 14,000.00 | 0.00 | 0.00 | 14,000.00 | 0.00 % |
| <u>6201-5-32-4230300</u> | WATER/SEWER TOOLS | 1,000.00 | 1,000.00 | 0.00 | 0.00 | 1,000.00 | 0.00 % |
| <u>6201-5-32-4350902</u> | UTILITIES WATER & SEWER | 6,000.00 | 6,000.00 | 0.00 | 0.00 | 6,000.00 | 0.00 % |
| <u>6201-5-32-4350923</u> | NORTH PLANT - GAS | 11,000.00 | 11,000.00 | 0.00 | 0.00 | 11,000.00 | 0.00 % |
| <u>6201-5-32-4390902</u> | MISC. EXPENSE-W/S | 35,000.00 | 35,000.00 | 0.00 | 0.00 | 35,000.00 | 0.00 % |
| Department: 32 - COLLECTION SYSTEM Total: | | 965,000.00 | 965,000.00 | 0.00 | 0.00 | 965,000.00 | 0.00% |
| Department: 33 - WWTP | | | | | | | |
| <u>6201-5-33-4110110</u> | SALARIED SUPERVISION- WWTP | 252,000.00 | 252,000.00 | 0.00 | 0.00 | 252,000.00 | 0.00 % |
| <u>6201-5-33-4110130</u> | MAINTENANCE LABOR-WWTP | 354,000.00 | 354,000.00 | 0.00 | 0.00 | 354,000.00 | 0.00 % |
| <u>6201-5-33-4110131</u> | SALARIED WAGES-INDUS. | 80,000.00 | 80,000.00 | 0.00 | 0.00 | 80,000.00 | 0.00 % |
| <u>6201-5-33-4110135</u> | SALARIED-WWTP OFFICE | 127,000.00 | 127,000.00 | 0.00 | 0.00 | 127,000.00 | 0.00 % |
| <u>6201-5-33-4130700</u> | UNIFORMS-WWTP | 6,000.00 | 6,000.00 | 0.00 | 0.00 | 6,000.00 | 0.00 % |
| <u>6201-5-33-4210500</u> | WWTP - OFFICE EQUIPMENT | 3,000.00 | 3,000.00 | 0.00 | 0.00 | 3,000.00 | 0.00 % |
| <u>6201-5-33-4220210</u> | WWTP GAS-VEHICLES | 20,000.00 | 20,000.00 | 0.00 | 0.00 | 20,000.00 | 0.00 % |
| <u>6201-5-33-4220350</u> | INDUSTRIAL LAB | 60,000.00 | 60,000.00 | 0.00 | 0.00 | 60,000.00 | 0.00 % |
| <u>6201-5-33-4230110</u> | MAINT. BLDGS. & EQUIPT. | 210,000.00 | 210,000.00 | 0.00 | 0.00 | 210,000.00 | 0.00 % |
| <u>6201-5-33-4230135</u> | WWTP CHEMICALS | 320,000.00 | 320,000.00 | 0.00 | 0.00 | 320,000.00 | 0.00 % |
| <u>6201-5-33-4230140</u> | CHEMICALS- LIFT STATIONS (H2S) | 25,000.00 | 25,000.00 | 0.00 | 0.00 | 25,000.00 | 0.00 % |
| <u>6201-5-33-4230145</u> | WWTP CHEMICALS- POLYMER | 170,000.00 | 170,000.00 | 0.00 | 0.00 | 170,000.00 | 0.00 % |
| <u>6201-5-33-4230205</u> | WWTP SCADA MAINTENANCE | 40,000.00 | 40,000.00 | 0.00 | 0.00 | 40,000.00 | 0.00 % |
| <u>6201-5-33-4230301</u> | REPAIR&MAINT.-VEHICLES | 50,000.00 | 50,000.00 | 0.00 | 0.00 | 50,000.00 | 0.00 % |
| <u>6201-5-33-4230302</u> | WWTP - TOOLS | 10,000.00 | 10,000.00 | 0.00 | 0.00 | 10,000.00 | 0.00 % |
| <u>6201-5-33-4230303</u> | MAINT. LIFT STATIONS | 160,000.00 | 160,000.00 | 0.00 | 0.00 | 160,000.00 | 0.00 % |
| <u>6201-5-33-4310500</u> | WWTP LAB ANALYSIS | 35,000.00 | 35,000.00 | 0.00 | 0.00 | 35,000.00 | 0.00 % |
| <u>6201-5-33-4320500</u> | LANDFILL FEES | 110,000.00 | 110,000.00 | 0.00 | 0.00 | 110,000.00 | 0.00 % |
| <u>6201-5-33-4350900</u> | WWTP UTILITIES | 60,000.00 | 60,000.00 | 0.00 | 0.00 | 60,000.00 | 0.00 % |
| <u>6201-5-33-4350902</u> | WWTP - GAS | 80,000.00 | 80,000.00 | 0.00 | 0.00 | 80,000.00 | 0.00 % |
| <u>6201-5-33-4350903</u> | WWTP - ELECTRIC | 560,000.00 | 560,000.00 | 0.00 | 0.00 | 560,000.00 | 0.00 % |
| <u>6201-5-33-4390800</u> | NPDES PERMIT | 12,400.00 | 12,400.00 | 0.00 | 0.00 | 12,400.00 | 0.00 % |
| <u>6201-5-33-4390903</u> | WWTP MISC. EXPENSE | 30,000.00 | 30,000.00 | 0.00 | 0.00 | 30,000.00 | 0.00 % |
| <u>6201-5-33-4390904</u> | LIFT STATION- GAS | 20,000.00 | 20,000.00 | 0.00 | 0.00 | 20,000.00 | 0.00 % |
| <u>6201-5-33-4390905</u> | LIFT STATION- ELECTRIC | 100,000.00 | 100,000.00 | 0.00 | 0.00 | 100,000.00 | 0.00 % |
| <u>6201-5-33-4390906</u> | LIFT STATION-UTILITIES | 2,000.00 | 2,000.00 | 0.00 | 0.00 | 2,000.00 | 0.00 % |
| <u>6201-5-33-4390907</u> | 1402 W WILDEN- UTILITIES | 1,000.00 | 1,000.00 | 0.00 | 0.00 | 1,000.00 | 0.00 % |
| <u>6201-5-33-4390908</u> | 1402 W WILDEN- GAS | 3,500.00 | 3,500.00 | 0.00 | 0.00 | 3,500.00 | 0.00 % |

Budget Report

For Fiscal: 2026 Period Ending: 12/31/2026

| | | Original Total Budget | Current Total Budget | Period Activity | Fiscal Activity | Variance Favorable (Unfavorable) | Percent Used |
|--|----------------------------------|--------------------------|-------------------------|--------------------|--------------------|--|-----------------|
| <u>6201-5-33-4390909</u> | 1402 W WILDEN- ELECTRIC | 3,000.00 | 3,000.00 | 0.00 | 0.00 | 3,000.00 | 0.00 % |
| Department: 33 - WWTP Total: | | 2,903,900.00 | 2,903,900.00 | 0.00 | 0.00 | 2,903,900.00 | 0.00% |
| Department: 34 - CUSTOMER ACCOUNTS | | | | | | | |
| <u>6201-5-34-4230300</u> | METERS | 8,000.00 | 8,000.00 | 0.00 | 0.00 | 8,000.00 | 0.00 % |
| <u>6201-5-34-4290100</u> | POSTAGE | 55,000.00 | 55,000.00 | 0.00 | 0.00 | 55,000.00 | 0.00 % |
| <u>6201-5-34-4310500</u> | LARGE METER TESTING | 50,000.00 | 50,000.00 | 0.00 | 0.00 | 50,000.00 | 0.00 % |
| <u>6201-5-34-4310504</u> | CONTRACTED BILLING FEES | 12,000.00 | 12,000.00 | 0.00 | 0.00 | 12,000.00 | 0.00 % |
| <u>6201-5-34-4390901</u> | BAD DEBT EXPENSE | 1,000.00 | 1,000.00 | 0.00 | 0.00 | 1,000.00 | 0.00 % |
| Department: 34 - CUSTOMER ACCOUNTS Total: | | 126,000.00 | 126,000.00 | 0.00 | 0.00 | 126,000.00 | 0.00% |
| Department: 35 - ADMINISTRATIVE | | | | | | | |
| <u>6201-5-35-4110131</u> | UTILITY OFFICE WAGES | 175,000.00 | 175,000.00 | 0.00 | 0.00 | 175,000.00 | 0.00 % |
| <u>6201-5-35-4110151</u> | LONGEVITY BONUS | 2,000.00 | 2,000.00 | 0.00 | 0.00 | 2,000.00 | 0.00 % |
| <u>6201-5-35-4110152</u> | SEWER-INCREMENTAL PAY | 27,850.00 | 27,850.00 | 0.00 | 0.00 | 27,850.00 | 0.00 % |
| <u>6201-5-35-4130100</u> | FICA TAXES | 135,000.00 | 135,000.00 | 0.00 | 0.00 | 135,000.00 | 0.00 % |
| <u>6201-5-35-4130300</u> | PERF | 237,000.00 | 237,000.00 | 0.00 | 0.00 | 237,000.00 | 0.00 % |
| <u>6201-5-35-4130500</u> | HEALTH INSURANCE | 554,000.00 | 554,000.00 | 0.00 | 0.00 | 554,000.00 | 0.00 % |
| <u>6201-5-35-4130700</u> | UNIFORMS-W/S | 7,000.00 | 7,000.00 | 0.00 | 0.00 | 7,000.00 | 0.00 % |
| <u>6201-5-35-4210500</u> | UB-OFFICE SUPPLIES & EXP. | 5,000.00 | 5,000.00 | 0.00 | 0.00 | 5,000.00 | 0.00 % |
| <u>6201-5-35-4230501</u> | UB-MAINT. OFFICE BLDG & EQUIP... | 5,000.00 | 5,000.00 | 0.00 | 0.00 | 5,000.00 | 0.00 % |
| <u>6201-5-35-4310503</u> | PROFESSIONAL FEES | 350,000.00 | 350,000.00 | 0.00 | 0.00 | 350,000.00 | 0.00 % |
| <u>6201-5-35-4310504</u> | SHARED SERVICES | 1,038,803.26 | 1,038,803.26 | 0.00 | 0.00 | 1,038,803.26 | 0.00 % |
| <u>6201-5-35-4310505</u> | ADP PAYROLL FEES | 8,220.00 | 8,220.00 | 0.00 | 0.00 | 8,220.00 | 0.00 % |
| <u>6201-5-35-4340200</u> | GEN. INS./GENERAL INSURANCE | 137,370.00 | 137,370.00 | 0.00 | 0.00 | 137,370.00 | 0.00 % |
| <u>6201-5-35-4340300</u> | WORKMAN'S COMP. EXPENSES | 13,682.03 | 13,682.03 | 0.00 | 0.00 | 13,682.03 | 0.00 % |
| <u>6201-5-35-4350901</u> | UTILITIES- UB OFFICE BLDG | 5,000.00 | 5,000.00 | 0.00 | 0.00 | 5,000.00 | 0.00 % |
| <u>6201-5-35-4390100</u> | CUST DAMAGE REIMBURSE | 6,000.00 | 6,000.00 | 0.00 | 0.00 | 6,000.00 | 0.00 % |
| <u>6201-5-35-4390904</u> | SOLID WASTE | 35,000.00 | 35,000.00 | 0.00 | 0.00 | 35,000.00 | 0.00 % |
| <u>6201-5-35-4390908</u> | MAYOR'S OFFICE EXPENSES | 3,500.00 | 3,500.00 | 0.00 | 0.00 | 3,500.00 | 0.00 % |
| <u>6201-5-35-4390910</u> | EDUCATION PROMOTION | 15,000.00 | 15,000.00 | 0.00 | 0.00 | 15,000.00 | 0.00 % |
| <u>6201-5-35-4590000</u> | PAYMENT LIEU OF TAXES- PILOT | 350,000.00 | 350,000.00 | 0.00 | 0.00 | 350,000.00 | 0.00 % |
| <u>6201-5-35-4590100</u> | SEWER LIEN EXPENSES | 1,000.00 | 1,000.00 | 0.00 | 0.00 | 1,000.00 | 0.00 % |
| Department: 35 - ADMINISTRATIVE Total: | | 3,111,425.29 | 3,111,425.29 | 0.00 | 0.00 | 3,111,425.29 | 0.00% |
| Department: 36 - CSO FACILITY | | | | | | | |
| <u>6201-5-36-4230136</u> | CSO - MAINTENANCE | 60,000.00 | 60,000.00 | 0.00 | 0.00 | 60,000.00 | 0.00 % |
| <u>6201-5-36-4350900</u> | CSO - Utilities | 500.00 | 500.00 | 0.00 | 0.00 | 500.00 | 0.00 % |
| <u>6201-5-36-4350902</u> | CSO - Purchased Gas | 12,000.00 | 12,000.00 | 0.00 | 0.00 | 12,000.00 | 0.00 % |
| <u>6201-5-36-4350903</u> | CSO - Purchased Electric | 55,000.00 | 55,000.00 | 0.00 | 0.00 | 55,000.00 | 0.00 % |
| Department: 36 - CSO FACILITY Total: | | 127,500.00 | 127,500.00 | 0.00 | 0.00 | 127,500.00 | 0.00% |
| Fund: 6201 - SEWER OPERATING FUND Surplus (Deficit): | | -7,385,068.29 | -7,385,068.29 | 0.00 | 0.00 | 7,385,068.29 | 0.00% |
| Report Surplus (Deficit): | | -12,545,640.52 | -12,545,640.52 | 0.00 | 0.00 | 12,545,640.52 | 0.00% |

Group Summary

| | Original Total Budget | Current Total Budget | Period Activity | Fiscal Activity | Variance Favorable (Unfavorable) | Percent Used |
|---|--------------------------|-------------------------|--------------------|--------------------|--|-----------------|
| Fund: 6101 - WATER OPERATING FUND | | | | | | |
| Department: 00 - NON-DEPARTMENTAL | | | | | | |
| | -25,817.00 | -25,817.00 | 0.00 | 0.00 | 25,817.00 | 0.00% |
| Department: 00 - NON-DEPARTMENTAL Total: | -25,817.00 | -25,817.00 | 0.00 | 0.00 | 25,817.00 | 0.00% |
| Department: 10 - ENGINEERING | | | | | | |
| | 79,500.00 | 79,500.00 | 0.00 | 0.00 | 79,500.00 | 0.00% |
| Department: 10 - ENGINEERING Total: | 79,500.00 | 79,500.00 | 0.00 | 0.00 | 79,500.00 | 0.00% |
| Department: 22 - WATER TREATMENT | | | | | | |
| | 1,064,100.00 | 1,064,100.00 | 0.00 | 0.00 | 1,064,100.00 | 0.00% |
| Department: 22 - WATER TREATMENT Total: | 1,064,100.00 | 1,064,100.00 | 0.00 | 0.00 | 1,064,100.00 | 0.00% |
| Department: 23 - DISTRIBUTION SYSTEM | | | | | | |
| | 1,144,000.00 | 1,144,000.00 | 0.00 | 0.00 | 1,144,000.00 | 0.00% |
| Department: 23 - DISTRIBUTION SYSTEM Total: | 1,144,000.00 | 1,144,000.00 | 0.00 | 0.00 | 1,144,000.00 | 0.00% |
| Department: 24 - CUSTOMER ACCOUNTS | | | | | | |
| | 161,000.00 | 161,000.00 | 0.00 | 0.00 | 161,000.00 | 0.00% |
| Department: 24 - CUSTOMER ACCOUNTS Total: | 161,000.00 | 161,000.00 | 0.00 | 0.00 | 161,000.00 | 0.00% |
| Department: 25 - ADMINISTRATIVE | | | | | | |
| | 2,686,155.23 | 2,686,155.23 | 0.00 | 0.00 | 2,686,155.23 | 0.00% |
| Department: 25 - ADMINISTRATIVE Total: | 2,686,155.23 | 2,686,155.23 | 0.00 | 0.00 | 2,686,155.23 | 0.00% |
| Fund: 6101 - WATER OPERATING FUND Surplus (Deficit): | -5,160,572.23 | -5,160,572.23 | 0.00 | 0.00 | 5,160,572.23 | 0.00% |

Budget Report

For Fiscal: 2026 Period Ending: 12/31/2026

| | Original Total Budget | Current Total Budget | Period Activity | Fiscal Activity | Variance Favorable (Unfavorable) | Percent Used |
|--|--------------------------|-------------------------|--------------------|--------------------|--|-----------------|
| Fund: 6201 - SEWER OPERATING FUND | | | | | | |
| Department: 00 - NON-DEPARTMENTAL | | | | | | |
| | -78,743.00 | -78,743.00 | 0.00 | 0.00 | 78,743.00 | 0.00% |
| Department: 00 - NON-DEPARTMENTAL Total: | -78,743.00 | -78,743.00 | 0.00 | 0.00 | 78,743.00 | 0.00% |
| Department: 10 - ENGINEERING | | | | | | |
| | 72,500.00 | 72,500.00 | 0.00 | 0.00 | 72,500.00 | 0.00% |
| Department: 10 - ENGINEERING Total: | 72,500.00 | 72,500.00 | 0.00 | 0.00 | 72,500.00 | 0.00% |
| Department: 32 - COLLECTION SYSTEM | | | | | | |
| | 965,000.00 | 965,000.00 | 0.00 | 0.00 | 965,000.00 | 0.00% |
| Department: 32 - COLLECTION SYSTEM Total: | 965,000.00 | 965,000.00 | 0.00 | 0.00 | 965,000.00 | 0.00% |
| Department: 33 - WWTP | | | | | | |
| | 2,903,900.00 | 2,903,900.00 | 0.00 | 0.00 | 2,903,900.00 | 0.00% |
| Department: 33 - WWTP Total: | 2,903,900.00 | 2,903,900.00 | 0.00 | 0.00 | 2,903,900.00 | 0.00% |
| Department: 34 - CUSTOMER ACCOUNTS | | | | | | |
| | 126,000.00 | 126,000.00 | 0.00 | 0.00 | 126,000.00 | 0.00% |
| Department: 34 - CUSTOMER ACCOUNTS Total: | 126,000.00 | 126,000.00 | 0.00 | 0.00 | 126,000.00 | 0.00% |
| Department: 35 - ADMINISTRATIVE | | | | | | |
| | 3,111,425.29 | 3,111,425.29 | 0.00 | 0.00 | 3,111,425.29 | 0.00% |
| Department: 35 - ADMINISTRATIVE Total: | 3,111,425.29 | 3,111,425.29 | 0.00 | 0.00 | 3,111,425.29 | 0.00% |
| Department: 36 - CSO FACILITY | | | | | | |
| | 127,500.00 | 127,500.00 | 0.00 | 0.00 | 127,500.00 | 0.00% |
| Department: 36 - CSO FACILITY Total: | 127,500.00 | 127,500.00 | 0.00 | 0.00 | 127,500.00 | 0.00% |
| Fund: 6201 - SEWER OPERATING FUND Surplus (Deficit): | -7,385,068.29 | -7,385,068.29 | 0.00 | 0.00 | 7,385,068.29 | 0.00% |
| Report Surplus (Deficit): | -12,545,640.52 | -12,545,640.52 | 0.00 | 0.00 | 12,545,640.52 | 0.00% |

Fund Summary

| Fund | Original Total Budget | Current Total Budget | Period Activity | Fiscal Activity | Variance Favorable (Unfavorable) |
|-----------------------------|--------------------------|-------------------------|--------------------|--------------------|--|
| 6101 - WATER OPERATING FUND | -5,160,572.23 | -5,160,572.23 | 0.00 | 0.00 | 5,160,572.23 |
| 6201 - SEWER OPERATING FUND | -7,385,068.29 | -7,385,068.29 | 0.00 | 0.00 | 7,385,068.29 |
| Report Surplus (Deficit): | -12,545,640.52 | -12,545,640.52 | 0.00 | 0.00 | 12,545,640.52 |

Exhibit 2
5-Year Capital Plan

Goshen Sewer Utility Depreciation Schedule

| | | | | | | | | | | | | |
|----|---|--|--|--|--------------|------------------|-----------------|-----------------|---------------|---------------|---------------|--|
| | Legend | | | | | | | | | | | |
| | Professional Services | | | | | | | | | | | |
| | Cost per Bid or Quote | | | | | | | | | | | |
| | Engineer's Design Estimate | | | | | | | | | | | |
| | Budgetary Place Holder | | | | | | | | | | | |
| | Outside Funding | | | | | | 2026 | 2027 | 2028 | 2029 | 2030 | |
| | Project Description | | | | Function | Funded by Others | Wastewater | Wastewater | Wastewater | Wastewater | Wastewater | |
| 1 | Cured In-place Sewer Repair Contracts | | | | Collection | | \$ 1,200,000.00 | \$ 400,000.00 | \$ 400,000.00 | \$ 400,000.00 | \$ 400,000.00 | |
| 2 | College Avenue Bridge Replacement - Utility Relocation | | | | Collection | | \$ 400,000.00 | | | | | |
| 3 | College Avenue, Phase I LPA Participation Cost | | | | | | | | | | | |
| | Construction | | | | Distribution | Redevelopment | | | | | | |
| 4 | Northside Neighborhood Reconstruction | | | | | | | | | | | |
| | Construction Engineering | | | | Collection | | \$ 50,000.00 | | | | | |
| | Construction | | | | Collection | SRF | \$ 934,000.00 | | | | | |
| 5 | Indiana Avenue Reconstruction | | | | | | | | | | | |
| | Design | | | | | | \$ 20,000.00 | | | | | |
| | Construction | | | | Collection | | | \$ 390,000.00 | | | | |
| 6 | US 33 - Sewer Trunk Line & Dierdorff LS Abandonment | | | | | | | | | | | |
| | Design | | | | Collection | Redevelopment | \$ 250,000.00 | | | | | |
| | Construction of 3130 ft of trunkline sewer (Payment to INDOT) | | | | Collection | | | \$ 2,500,000.00 | | | | |
| 7 | US 33 - Plymouth Avenue Trunk Line Extension | | | | | | | | | | | |
| | Design | | | | Collection | Redevelopment | \$ 120,000.00 | | | | | |
| | Construction of 1200 ft of trunkline sewer | | | | Collection | | | \$ 500,000.00 | | | | |
| 8 | Manhole No. 3458 Reconstruction, Behind Burlington | | | | | | | | | | | |
| | Design | | | | Collection | | \$ 25,000.00 | | | | | |
| | Construction | | | | Collection | | \$ 200,000.00 | | | | | |
| 9 | Sixth Street Reconstruction | | | | | | | | | | | |
| | Design | | | | Collection | | \$ 45,000.00 | | | | | |
| | Construction | | | | Collection | | | \$ 300,000.00 | | | | |
| 10 | Prairie Avenue Sewer & Water Replacement | | | | | | | | | | | |
| | Design | | | | Collection | | \$ 50,000.00 | | | | | |
| | Construction | | | | Collection | | | \$ 300,000.00 | | | | |
| 11 | Hickory Street Water Main Replacement | | | | | | | | | | | |
| | Design | | | | Distribution | | | \$ 9,800.00 | | | | |
| | Construction - 1200 ft | | | | Distribution | | | | \$ 65,000.00 | | | |
| | | | | | | | | | | | | |

Goshen Sewer Utility Depreciation Schedule

| | | | | | | | | | |
|----|--|----------------------------|-------------------------|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|
| | Legend | | | | | | | | |
| | | Professional Services | | | | | | | |
| | | Cost per Bid or Quote | | | | | | | |
| | | Engineer's Design Estimate | | | | | | | |
| | | Budgetary Place Holder | | | | | | | |
| | | Outside Funding | | | | | | | |
| | | | | | 2026 | 2027 | 2028 | 2029 | 2030 |
| | Project Description | Function | Funded by Others | Wastewater | Wastewater | Wastewater | Wastewater | Wastewater | Wastewater |
| 11 | Weaver Woods Sewer Relocation | | | | | | | | |
| | Land Purchase | Collection | | \$ 40,000.00 | | | | | |
| | Design | Collection | | \$ 45,000.00 | | | | | |
| | Construction | | | | \$ 300,000.00 | | | | |
| 12 | Wilson Avenue Reconstruction | | | | | | | | |
| | Design | Collection | | | \$ 75,000.00 | | | | |
| | Construction, Phase I (Hartzler to SR 119) | Collection | | | | \$ 300,000.00 | | | |
| | Construction, Phase II (Hartzler to Lafayette Street) | Collection | | | | | \$ 300,000.00 | | |
| 13 | North Fifth Street, Phase I | | | | | | | | |
| | Design | Collection | | | \$ 37,500.00 | | | | |
| | Construction | Collection | | | | \$ 250,000.00 | | | |
| 14 | North Fifth Street, Phase II | | | | | | | | |
| | Design | Collection | | | | | \$ 37,500.00 | | |
| | Construction | Collection | | | | | | \$ 250,000.00 | |
| 15 | Annual Sanitary Sewer Repair & Replacement Fund | | | | | | | | |
| | Construction | Collection | | \$ 50,000.00 | \$ 50,000.00 | \$ 50,000.00 | \$ 50,000.00 | \$ 50,000.00 | \$ 50,000.00 |
| 16 | W/S 50/50 Vehicles & Equipment | | | | | | | | |
| | Combination (Vactor) Truck, Vehicle 435 (5 yr. Lease) | Collection / Distrubution | | \$ 37,470.00 | \$ 37,470.00 | \$ 37,470.00 | \$ 37,470.00 | \$ 37,470.00 | \$ 37,470.00 |
| | W/S Vehicle 604, Truck | Collection / Distrubution | | \$ 18,000.00 | | | | | |
| | W/S Vehicle 802, Truck | Collection / Distrubution | | \$ 35,000.00 | | | | | |
| 17 | Vehicles & Equipment | | | | | | | | |
| | W/S Vehicle 607, Van | Treatment | | | \$ 30,000.00 | | | | |
| 18 | Water Meters (50/50) | Collection/Distribution | | \$ 90,000.00 | \$ 95,400.00 | \$ 101,100.00 | \$ 107,200.00 | \$ 113,600.00 | |
| | 1" and Smaller | Collection/Distribution | | \$ 50,000.00 | \$ 53,000.00 | \$ 56,200.00 | \$ 59,600.00 | \$ 63,200.00 | |
| | 1.5" and Larger | | | | | | | | |
| 19 | WWTP | | | | | | | | |
| | Digester Cover No. 1 Replacement | | | | | | | | |
| | Cash | Treatment | | \$ 296,415.00 | | | | | |
| | Remaining SRF Funds | Treatment | SRF | \$ 382,500.00 | | | | | |
| | Fill WWTP Lagoon | Treatment | | \$ 300,000.00 | | | | | |
| | Power Panel, Structure 140 | Treatment | | | \$ 8,500.00 | | | | |
| | North Secondary Drive Assembly | Treatment | | | | | \$ 311,000.00 | | |
| | South Secondary Drive Assembly | Treatment | | | | | \$ 311,000.00 | | |

Goshen Sewer Utility Depreciation Schedule

| | | | | | | | | | |
|----|---|----------------------------|------------------|---------------|---------------|-----------------|---------------|---------------|------|
| | | | | | | | | | |
| | Legend | | | | | | | | |
| | | Professional Services | | | | | | | |
| | | Cost per Bid or Quote | | | | | | | |
| | | Engineer's Design Estimate | | | | | | | |
| | | Budgetary Place Holder | | | | | | | |
| | | Outside Funding | | | 2026 | 2027 | 2028 | 2029 | 2030 |
| | Project Description | Function | Funded by Others | Wastewater | Wastewater | Wastewater | Wastewater | Wastewater | |
| | Blower Bldg MCC Panel, Structure 135 | Treatment | | | | \$ 193,000.00 | | | |
| | Headworks Bldg, MCC Panel, Structure 110 | Treatment | | | | \$ 136,000.00 | | | |
| | Headworks Bldg., Heating and Vent Unit, Structure 110 | Treatment | | | | \$ 150,000.00 | | | |
| | Upflow Clarifiers, East Drive Assembly, Structure 160 | Treatment | | | | \$ 90,000.00 | | | |
| | Upflow Clarifiers, East Drive Assembly, Structure 161 | Treatment | | | | \$ 90,000.00 | | | |
| | Old Effluent Building MCC Panel, Structure 160 | Treatment | | | | \$ 74,000.00 | | | |
| | Old Effluent Building MCC Panel, Structure 160 | Treatment | | | | \$ 74,000.00 | | | |
| | Blower No. 1 MCC Control Center | Treatment | | | | \$ 4,000.00 | | | |
| | WWTP Influent Gate No. 1 | Treatment | | | | | \$ 20,000.00 | | |
| | WWTP Influent Gate No. 2 | Treatment | | | | | \$ 18,000.00 | | |
| | Aeration Tank Pass A Gate | Treatment | | | | | \$ 18,000.00 | | |
| | Aeration Tank Pass B Gate | Treatment | | | | | \$ 18,000.00 | | |
| | Ferric Chloride Tank Replacements | Treatment | | \$ 20,000.00 | | | | | |
| | Hypochlorite Chloride Holding Tank | Treatment | | \$ 20,000.00 | | | | | |
| | Gravity Belt Filter Press Replacement | Treatment | | | | | \$ 300,000.00 | | |
| | Switchgear Replacement | Treatment | | | | | | | |
| | Study Layout and Preliminary Costs for Work | Treatment | | | \$ 50,000.00 | | | | |
| | Replacement of Switch Gear | Treatment | | | | \$1,000,000 | | | |
| | ADA Compliance | Treatment | | \$ 40,000.00 | | | | | |
| | | | | | | | | | |
| 20 | WWTP Lift Stations | | | | | | | | |
| | Maplecrest Lift Station Replacment | Collection | | | \$ 900,000.00 | | | | |
| | Burdick Lift Station Replacement | Collection | | | | \$ 1,300,000.00 | | | |
| | Lincoln Ave. Lift Station Rehilitation | Collection | | | | | \$ 400,000.00 | | |
| | Carter Road LS Force Main Replacement | Collection | | | | | \$ 400,000.00 | | |
| | Second Street Lift Station - Force Main Replacement | Collection | | | | | | \$ 250,000.00 | |
| | Re-route Briarwood Force Main & Upgrade Pumps | Collection | | | | | | | |
| | Lift Station Pump Replacement | Collection | | \$ 50,000.00 | \$ 51,500.00 | \$ 53,045.00 | \$ 54,636.35 | \$ 56,275.44 | |
| | Lift Station Control Panel Replacement | Collection | | \$ 500,000.00 | \$ 500,000.00 | \$ 500,000.00 | \$ 500,000.00 | \$ 500,000.00 | |
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Goshen Sewer Utility Depreciation Schedule

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Goshen Water Utility Depreciation Schedule

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|----|---|----------------------------|------------------------|------------------|-----------------|---------------|---------------|-------|-------|
| | | | | | | | | | |
| | Legend | | | | | | | | |
| | | Professional Services | | | | | | | |
| | | Cost per Bid or Quote | | | | | | | |
| | | Engineer's Design Estimate | | | | | | | |
| | | Budgetary Place Holder | | | | | | | |
| | | Outside Funding | | | 2026 | 2027 | 2028 | 2029 | 2030 |
| | Project Description | Function | Funded by Others | Water | Water | Water | Water | Water | Water |
| 1 | College Avenue, Phase I LPA Participation Cost | | | | | | | | |
| | Construction | Distribution | Redevelopment | | | | | | |
| 2 | Northside Neighborhood Reconstruction | | | | | | | | |
| | Construction Engineering | Distribution | | \$ 50,000.00 | | | | | |
| | Construction | Distribution | SRF | \$ 10,000,000.00 | | | | | |
| 3 | Indiana Avenue Reconstruction | | | | | | | | |
| | Construction | Distribution | Redevelopment | | \$ 450,000.00 | | | | |
| 4 | US Hwy 33 Reconstruction - Utility Impacts | | | | | | | | |
| | Design | Distribution | Redevelopment | \$ 400,000.00 | | | | | |
| | Construction | Distribution | Anticipate SRF Funding | | \$ 4,000,000.00 | | | | |
| | Ninth Street Water Main Replacement & Extension | | | | | | | | |
| | Design | Distribution | | \$ 30,000.00 | | | | | |
| | Construction | Distribution | | \$ 200,000.00 | | | | | |
| 5 | Sixth Street Reconstruction | | | | | | | | |
| | Design | Distribution | | \$ 22,500.00 | | | | | |
| | Construction | Distribution | | | \$ 150,000.00 | | | | |
| 6 | Prairie Avenue Sewer & Water Replacement | | | | | | | | |
| | Design | Distribution | | \$ 45,000.00 | | | | | |
| | Construction - 1200 ft | Distribution | | | \$ 300,000.00 | | | | |
| 7 | Hickory Street Water Main Replacement | | | | | | | | |
| | Design | Distribution | | | \$ 45,000.00 | | | | |
| | Construction - 1200 ft | Distribution | | | | \$ 300,000.00 | | | |
| 8 | Weaver Woods Chlorine Station | | | | | | | | |
| | Property Purchase | Distribution | | \$ 40,000.00 | | | | | |
| | Shed with CL2 Injection System | Distribution | | | \$ 40,000.00 | | | | |
| 9 | Wilson Avenue Reconstruction | | | | | | | | |
| | Design | Distribution | | | \$ 30,000.00 | | | | |
| | Construction, Phase I (Hartzler to SR 119) | Distribution | | | | \$ 200,000.00 | | | |
| | Construction, Phase II (Hartzler to Lafayette Street) | Distribution | | | | | \$ 200,000.00 | | |
| 10 | North Fifth Street, Phase I | | | | | | | | |
| | Design | Distribution | | | \$ 22,500.00 | | | | |
| | Construction | Distribution | | | | \$ 150,000.00 | | | |

Goshen Water Utility Depreciation Schedule

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| | | | | | | | | | |
| | Legend | | | | | | | | |
| | | Professional Services | | | | | | | |
| | | Cost per Bid or Quote | | | | | | | |
| | | Engineer's Design Estimate | | | | | | | |
| | | Budgetary Place Holder | | | | | | | |
| | | Outside Funding | | | 2026 | 2027 | 2028 | 2029 | 2030 |
| | Project Description | Function | Funded by Others | Water | Water | Water | Water | Water | Water |
| 11 | North Fifth Street, Phase II | | | | | | | | |
| | Design | Distribution | | | | | \$ 22,500.00 | | |
| | Construction | Distribution | | | | | | | \$ 150,000.00 |
| 12 | Annual Water Sys. Repair & Replacement Fund | | | | | | | | |
| | Construction | Distribution | | \$ 200,000.00 | \$ 200,000.00 | \$ 200,000.00 | \$ 200,000.00 | \$ 200,000.00 | \$ 200,000.00 |
| 13 | Water Meters (50/50) | | | | | | | | |
| | 1" and Smaller | Collection/Distribution | | \$ 90,000.00 | \$ 95,400.00 | \$ 101,100.00 | \$ 107,200.00 | \$ 113,600.00 | \$ 113,600.00 |
| | 1.5" and Larger | Collection/Distribution | | \$ 50,000.00 | \$ 53,000.00 | \$ 56,200.00 | \$ 59,600.00 | \$ 63,200.00 | \$ 63,200.00 |
| 14 | W/S 50/50 Vehicle & Equipment | | | | | | | | |
| | Combination (Vactor) Truck, Proposed (5 yr. Lease) | Collection / Distrubution | | \$ 37,470.00 | \$ 37,470.00 | \$ 37,470.00 | \$ 37,470.00 | \$ 37,470.00 | \$ 37,470.00 |
| | W/S Vehicle 604, Truck | Collection / Distrubution | | \$ 18,000.00 | | | | | |
| | W/S Vehicle 802, Truck | Collection / Distrubution | | \$ 35,000.00 | | | | | |
| 15 | Vehicle & Equipment | | | | | | | | |
| | Water Vehicle 844, Light Duty | Distribution | | \$ 30,000.00 | | | | | |
| | Water Vehicle 845, Light Duty | Distribution | | \$ 30,000.00 | | | | | |
| | | Distribution | | | | | | | |
| 16 | WTP - North | | | | | | | | |
| | Floor Repair | Treatment | | \$ 200,000.00 | | | | | |
| | Well No. 5A Replacement | Treatment | | | | \$ 300,000.00 | | | |
| | Gradual Decommissioning | Treatment | | | | | \$ 236,000.00 | | |
| | Windows | Treatment | | \$ 35,000.00 | | | | | |
| 17 | WTP - Kercher | | | | | | | | |
| | Clean Well 14 | Treatment | | | \$ 80,000.00 | | | | |
| | Property Purchase, 1711 Eisenhower Drive North | Treatment | | | | | | | |
| | Pre-well Site Survey | | | \$ 150,000.00 | | | | | |
| | Well No. 15 Development and Piping Connection | Treatment | | | \$ 400,000.00 | | | | |
| | Increase Capacity | Treatment | SRF | | | | | | \$ 17,635,000.00 |
| 18 | WTP - New South Wellfield | | | | | | | | |
| | Test Production Well | Treatment | | | | | | | |
| | SRF Funding Application & Design | Treatment | | | | | | | |
| | Construction | Treatment | SRF | | \$ 45,400,000.00 | | | | |
| 19 | Hilltop Booster Station | | | | | | | | |
| | SRF Funding Application & Design | Distribution | SRF | | | | | | |
| | Hilltop Booster Pumping | Distribution | | | \$ 7,335,000.00 | | | | |
| | Property Purchase | | | \$ 200,000.00 | | | | | |

Goshen Water Utility Depreciation Schedule

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| | Legend | | | | | | | | |
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| | Professional Services | | | | | | | | |
| | Cost per Bid or Quote | | | | | | | | |
| | Engineer's Design Estimate | | | | | | | | |
| | Budgetary Place Holder | | | | | | | | |
| | Outside Funding | | | | | | | | |
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