



City of Goshen Board of Public Works & Safety

Regular Meeting Agenda

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

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

To access online streaming of the meeting, go to <https://goshenindiana.org/calendar>

Call to Order by Mayor Gina Leichty

Approval of Minutes: Nov. 13, 2025 Regular Meeting

Approval of Agenda

1) Edible Indiana & Center for Healing & Hope request: Approve usage of a portion of the City parking lot adjacent to Goshen Brewing Company, at 315 W. Washington St., on the morning of Saturday, Dec. 20, 2025 to give out over 200 meals to families for Christmas

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

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

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

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

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



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

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

Privilege of the Floor

REVIEW/COMPLIANCE HEARINGS ON BUILDING COMMISSIONER ORDERS:

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

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

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

9) Final Review hearing: For the property at 208 Queen Street, which has been the subject of enforcement efforts by the Board (Artisan Investment Group, LLC, property owner)

Approval of Civil City and Utility Claims

Adjournment



**CITY OF GOSHEN BOARD OF PUBLIC WORKS & SAFETY
MINUTES OF THE NOVEMBER 13, 2025 REGULAR MEETING**

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

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

Absent: Barb Swartley

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

REVIEW/APPROVE MINUTES: Deputy Mayor Brinson presented the minutes of the Oct. 30, 2025 and Nov. 6, 2025 meetings as prepared by Clerk-Treasurer Aguirre. Board member Mary Nichols made a motion to approve the minutes as presented. Board member Orv Myers seconded the motion. The motion passed 4-0.

REVIEW/APPROVE AGENDA: Deputy Mayor Brinson presented the agenda as prepared by the Clerk-Treasurer. Board member Mary Nichols made a motion to approve the agenda as presented. Board member Orv Myers seconded the motion. The motion passed 4-0.

1) Bid opportunities: Open bids received for five 2026 or newer Hybrid Police Pursuit SUV(s), read the bid amount and refer the bids to the City Attorney's Office for further review

On behalf of the Goshen Police Department, the City solicited sealed bids for the purchase of Hybrid Police Pursuit SUVs in accordance with Indiana Code § 5-22-8-3. All sealed bids were due by 3:45 p.m. on Nov. 13, 2025 to the Clerk-Treasurer's Office or by 4 p.m. at the Board's meeting. The Legal Department asked that the Board open and announce any bids submitted and refer them to the Legal Department for review.

Deputy Mayor Brinson asked if there were additional bids to be submitted to the Board. There were not. Board member Mary Nichols then announced that the following bids were received:

- Vogler Motor Co., Carbondale, Ill.: \$229,865.00
- Broadway Ford, St. Louis, MO: \$233,993.15
- Eby Ford, Goshen, IN: \$229,509.00
- Jordan Automotive, Mishawaka, IN: \$232,750.00

Nichols/Myers made a motion to forward the bids to the City Legal Department for review. The motion passed 4-0.

2) Requests for proposals: Open proposals for purchase of real property at 908 N. 6th Street, read aloud the proposal's name and offer and refer the proposals to the Redevelopment Commission for further consideration

Assistant City Attorney Don Shuler said the Redevelopment Commission has issued a Request for Proposals to Purchase Real Property for the real estate generally located at 908 N. 6th Street, Goshen.

Shuler said the first deadline for full-price offers was Oct. 14, 2025, and no proposals were received. Per statute, the second deadline for any other offers was Nov. 13, 2025, by 3:30 p.m., to be opened by the Board of Public Works and Safety.

Deputy Mayor Brinson asked if there are any additional proposals to be submitted to the Board. There were not. Since there were no proposals submitted for purchase of the real property at 908 N. 6th Street, no action was taken.



3) Fire Department request: Approve the promotions of Probationary Privates Charles Holderbaum, Brian Guerra, and Ryan Rentfrow to the positions of Private 1st Class Firefighters with the Goshen Fire Department, effective to Nov.15, 2025

City Fire Chief Anthony Powell asked the Board to approve the promotions of Probationary Privates **Charles Holderbaum, Brian Guerra, and Ryan Rentfrow** to the position of Private 1st Class Firefighter with the Goshen Fire Department, effective Nov.15, 2025.

Chief Powell said, "All three have been a tremendous addition to the Goshen Fire Department. They consistently demonstrate integrity, dedication, and a strong commitment to service. Their conduct and performance reflect the values of our department and leave a positive legacy within the community we serve." **Chief Powell** thanked the firefighters and asked the Board for their approval of these promotions.

Nichols/Myers made a motion to approve the promotions of Probationary Privates Charles Holderbaum, Brian Guerra, and Ryan Rentfrow to the position of Private 1st Class Firefighter with the Goshen Fire Department, effective Nov.15, 2025.

After approval, Deputy Mayor Brinson separately swore in Charles Holderbaum, Brian Guerra, and Ryan Rentfrow into office as Private 1st Class Firefighters.

4) Kennyland Tree Works LLC request: Approval to remove a tree at 812 South 7th St., approve a closure of South 7th Street, between East Plymouth Street and the alley to the north, and the street halfway between East Plymouth Street and East Douglas Street, Nov. 18-19, 2025

Matthew Kenny of Kennyland Tree Works, LLC requested the closure of South 7th Street, between East Plymouth Street and the alley to the north, and the street halfway between East Plymouth Street and East Douglas Street, Nov. 18-19, 2025

Deputy Mayor Brinson asked for clarification on how long the closure would last. **Kenny** asked the Board for full closure of the block from 7 a.m. to 6 p.m.

Board member Landis asked if the block would be reopened at night. **Kenny** affirmed that it would be.

City Civil Engineer Brad Minnick also said that the safety protocols had been explained to **Kenny**.

Nichols/Myers made a motion to allow the closure. The motion passed 4-0.

5) Legal Department request: Approve and authorize Mayor Leichty to execute the agreement with ACM Engineering & Environmental Services for Mold Optical Air Sampling Assessment and Radon Testing in the leased spaces in the Historic County Courthouse

City Attorney Don Shuler recommended that the Board approve and authorize Mayor Leichty to execute the attached Agreement with ACM Engineering & Environmental Services to allow the City to enter into an agreement to perform Mold Optical Air Sampling Assessment and Radon Testing in the leased spaces in the Historic County Courthouse. The cost for Mold Optical Air Sampling Assessment is not to exceed \$4,600. The cost for Radon Testing is not to exceed \$4,708.

Deputy Mayor Brinson asked if there were any questions. Hearing none, the discussion concluded.

Nichols/Myers made a motion to approve and authorize Mayor Leichty to execute the agreement with ACM Engineering & Environmental Services for Mold Optical Air Sampling Assessment and Radon Testing in the leased spaces in the Historic County Courthouse. The motion passed 4-0.

6) Legal Department request: Approve and authorize Mayor Leichty to execute the agreement with KIL Architecture/Planning for Preliminary Architectural Design and Planning Services in the City Police/Court Building



City Attorney Don Shuler introduced this agreement, describing it as a preliminary planning and architectural project. The costs of this service include a limited scope remodel at 111 East Jefferson Street. Phase 1 — a schematic design verification with consultation and code study will cost \$9,000. Phase 2 — services related to paperwork around the permit and construction documents — has an estimated fee of \$65,500. Phase 3 — the bidding and construction administration — is not to exceed \$14,500.

Deputy Mayor Brinson said that this agreement was related to changes within both the City Police-Court building and the County Courthouse.

Nichols/Myers made a motion to approve and authorize the Mayor to execute the agreement. The motion passed 4-0.

7) Legal Department request: Approve & authorize the Mayor to execute Amendment No. 2 to the contract for Solid Waste Collection Services with Waste Management of Indiana, LLC.

City Attorney Don Shuler introduced the Amendment, describing it as an update to the contract and services for solid waste collection. Specifically, Waste Management provides roll-off containers for the Waste Water Treatment plant, as well as City of Goshen events and projects. The adjustments in rates are capped at 2.7 percent from the previous year, with adjustments only allowed to occur once every twelve months.

Deputy Mayor Brinson welcomed comments and questions. There were none.

Nichols/Myers made a motion to approve and authorize the Mayor to execute the amendment. The motion passed 4-0.

8) Utilities Office request: Move uncollected finalized accounts from active to collection, sewer liens and write offs – \$6,580.48 for the period through Aug. 25, 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 Aug. 25, 2025 was \$8,950.37. Collection letters were sent out and payments of \$2,369.89 were collected.

With the uncollected amount being \$6,580.48, **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, \$3,793.25 came from water accounts and \$2,787.23 came from sewer accounts.

Nichols/Myers made a motion to move the Goshen Water and Sewer Office's \$6,580.48 in uncollected finalized accounts for this period from active to Collection, Sewer Liens and Write offs. The motion passed 4-0.

9) Engineering Department request: Approve the acceptance of infrastructure of roadway, water main, sanitary and storm sewers, and sidewalk for maintenance for The Crossing Subdivision, Phase 2 and Phase 3 for a total of \$925,452.36

City Engineering Project Manager Andrew Lund introduced the request for this infrastructure project at The Crossing, specifically Phases 2 and 3, which include water main, sanitary and storm sewer, curb, sidewalk, and asphalt for total listed above. In explaining the project, **Lund** noted that the adjustment is a reduction in costs to the City of Goshen, due to changes in cost breakdown and reduction of quantity. He also thanked Sunday Van Zile for her efforts to keep the project on track and moving ahead.

Deputy Mayor Brinson reiterated that the costs were revised to remove expenses that are no longer relevant or in need of adjustment. In addition, **Lund** expressed confidence that the costs should be stable going forward.

Nichols/Myers made a motion to approve the request. The motion passed 4-0.

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

Deputy Mayor Brinson opened Privilege of the Floor at 4:27 p.m. There were no comments.



At 4:27 p.m., the Deputy Mayor opened hearings on unsafe building orders by the City Building Commissioner.

REVIEW/COMPLIANCE HEARINGS ON BUILDING COMMISSIONER ORDERS:

4:00 p.m., November 13, 2025

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

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

10) Final report for property at 322 W. Oakridge Avenue, which was the subject of prior enforcement efforts by the Board

At 4:28 p.m., Deputy Mayor Brinson opened a hearing for a final report for the property at 322 W. Oakridge Avenue, which was the subject of prior enforcement efforts by the Board

(Please refer to Slideshow for EXHIBIT #2 for a PowerPoint presentation on this property.)

BACKGROUND:

In a Nov. 13, 2025 memorandum to the Board, **Assistant City Attorney Don Shuler** wrote that this matter was before the Board, after a multitude of enforcement efforts for the property going back over 15 years, including:

- July 2009 Agreement – Complete Repairs by Dec. 31, 2009
- May 2015 Agreement – Complete Repairs by Sept. 2015
- Legal action initiated in 2016 – multiple findings of contempt and fines in 2019, 2021, and 2023.

After a Building Commissioner order requiring demolition issued in July 2024, affirmed by the Board of Works in September 2024, this resulted in sale of property in Fall 2024 to Artisan Investment Group, and then to Eduardo Pizana and Abel Pizana in January 2025. The new owners then complied with various BOW Orders by completing significant repairs to the home throughout 2025, and home passed final inspections last month. In all, it took years and changes in ownership to bring this property back into compliance, but the remediation process is complete with a fully renovated, improved, and occupied single-family home.

REPORT OF BOARD HEARING ON NOV. 13, 2025:

After convening the hearing, Deputy Mayor Brinson invited a presentation from Assistant City Attorney Don Shuler.

Shuler and City Building Commissioner Myron Grise then gave the Board a report, showing that the house and property were now in good and working order, ready for occupancy. The enforcement efforts for the property go back over 15 years, culminating in the order requiring demolition in 2024. This order resulted in the sale of the property, and then during 2025 two new owners completed significant repairs, so that the home passed inspection in October 2025.

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

Deputy Mayor Brinson thanked **Shuler** and **Grise** for their work in this process.

11) Final report for the property at 423 N. 5th Street, which was the subject of prior enforcement efforts by the Board

At 4:31 p.m. Deputy Mayor Brinson opened a hearing for a final report for the property at 423 N. 5th Street, which was the subject of prior enforcement efforts by the Board



(Please refer to Slideshow for EXHIBIT #3 for a PowerPoint presentation on this property.)

BACKGROUND:

In a Nov. 13, 2025 memorandum to the Board, **Assistant City Attorney Don Shuler** wrote that this matter was before the Board, when the property was found unsafe by Order of Building Commissioner in October 2024; affirmed by Board of Works in December 2024. After further BOW Review hearing held in February 2025, there was still no progress, so the property was referred to Legal for Receivership action. With receivership action filed in March 2025, the property was sold and transferred in July 2025 to Artisan Investment Group. In a BOW Agreement with Artisan in August 2025 involving this among other properties, 423 N. 5th Street to be completed by Dec. 31, 2025. The remediation process is complete in a little over a year from initial inspection to close out. As a rental property, across Fifth Street from Chamberlain Elementary, this is a significant improvement.

REPORT OF BOARD HEARING ON NOV. 13, 2025:

After convening the hearing, Deputy Mayor Brinson invited a presentation from Assistant City Attorney Don Shuler.

Shuler and City Building Commissioner Myron Grise then gave the Board a report, showing that the house and property were now almost completely in good and working order, ready for occupancy by year's end. This represents an improvement from its previous finding as an unsafe house, and a process that included receivership, selling and transfer of property, and an agreement with Artisan Investment Group.

Deputy Mayor Brinson said this house and property are near Chamberlain Elementary School, and that the school principal had been interested in seeing this building rehabilitated.

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

Deputy Mayor Brinson thanked **Shuler** and **Grise** for their work in this process.

12) Final Report for property at 513 N. 5th Street, which was the subject of prior enforcement efforts by the Board

At 4:33 p.m. Deputy Mayor Brinson opened a hearing for a final report for the property at 513 N. 5th Street, which was the subject of prior enforcement efforts by the Board

(Please refer to Slideshow for EXHIBIT #4 for a PowerPoint presentation on this property.)

BACKGROUND:

In a Nov. 13, 2025 memorandum to the Board, **Assistant City Attorney Don Shuler** wrote that this matter was before the Board after the property was found unsafe by Order of Building Commissioner in October 2024. The order was affirmed by the Board in December 2024. A Board review hearing was held in February 2025. There was no progress, so the case was referred to the Legal Department for receivership. Receivership action was filed in March 2025, and the property was sold and transferred in July 2025 to Artisan Investment Group, which was reported in a Board agreement with Artisan in August 2025 involving this among other properties. This property will be completed by Dec. 31, 2025, a little over a year from initial inspection to close out. As another rental property, on 5th Street north of Chamberlain Elementary, this is considered a significant improvement.

REPORT OF BOARD HEARING ON NOV. 13, 2025:

After convening the hearing, Deputy Mayor Brinson invited a presentation from Assistant City Attorney Don Shuler.

Shuler and City Building Commissioner Myron Grise then gave the Board a report, showing that the house and property were now close to completely good and working order and ready for occupancy by year's end.



This transformation represents an improvement from its previous finding as an unsafe house, and a process that included receivership, selling and transfer of property, and an agreement with Artisan Investment Group.

Because this was a final review hearing, there were no motions or votes.
Deputy Mayor Brinson thanked **Shuler** and **Grise** for their work in this process.

At 4:35 p.m., Deputy Mayor Brinson closed the review hearings on unsafe building orders by the City Building Commissioner

APPROVAL OF CIVIL & UTILITY CLAIMS

Deputy Mayor Brinson made a motion to approve Civil City and Utility claims and adjourn the meeting. Board member Mary Nichols seconded the motion. The motion passed 4-0.

ADJOURNMENT

Deputy Mayor Brinson adjourned the meeting at 4:36 p.m.

EXHIBIT #1: *Executive Order 2025-08, which was signed by Goshen Mayor Leichty on Nov. 13, 2025. It stated that Mayor Leichty would be unavailable on Nov. 13, 2025, and in her absence, Deputy Mayor Mark Brinson was empowered to exercise all duties of the Mayor, including service as a member of the Board of Public Works & Safety.*

EXHIBIT #2: *Slideshow including Final report for property at 322 W. Oakridge Avenue. Agenda Item #10.*

EXHIBIT #3: *Slideshow including Final report for the property at 423 N. 5th Street. Agenda Item #11.*

EXHIBIT #4: *Slideshow including Final Report for property at 513 N. 5th Street. Agenda Item #12.*

APPROVED:

Mayor Gina Leichty



Mike Landis, Member

Orv Myers, Member

Mary Nichols, Member

Barb Swartley, Member

ATTEST:

Gregory Imbur, City of Goshen Clerk-Treasurer's Office

November 27th, 2025

To: Goshen Board of Public Works

From: Trevor Daugherty, Edible Michiana

Request for use of portion of City Parking Lot at 315 W. Washington

To the Board of Public Works,

Edible Michiana is requesting use of a portion of the city parking lot adjacent to Goshen Brewing Company at 315 W. Washington St on the morning of Saturday, December 20th, 2025. In partnership with the Center for Healing & Hope, we are planning to give out over 200 meals to families for Christmas.

Date of Event: Saturday, December 20, 2025

Time of Event: 8am - noon

When do you want to start the lot closure? Saturday, December 20th at 8am

When do you want the lot closure to end? Saturday, December 20th at noon

Why do we want to use this portion of the lot? We are not asking for the parking lot to be closed, however, some of it will be used for parking as families walk up to the Center for Healing and Hope to get their meal. We simply want to alert the Board of Public Works of our activities.

Affected Groups: We have notified Goshen Brewing Company, Interra, and the Goshen Farmers Market of our event. All are in support and understand that our event is taking place in the furthest corner away from their respective businesses and do not anticipate any conflicts.

Do we require any barricades? No.

Will we require use of city power? No.

Are there any other events happening in the area on this date? There are no other major events in the immediate area to our knowledge.

Please let me know if I can answer any other questions.

Kindly,

Trevor Daugherty

Owner/Publisher, Edible Michiana



Richard Aguirre, City Clerk-Treasurer
CITY OF GOSHEN

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

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

richardaguirre@goshencity.com • www.goshenindiana.org

To: City of Goshen Board of Public Works & Safety
From: **Roxanne Miller, Kindred Wool Company, 108 West Washington Street**
Date: Dec. 4, 2025
Subject: **Request to place “sandwich” board sign on Main Street**

The Clerk-Treasurer received the following request on Dec. 1, 2025:

We at Kindred Wool Co., 108 W Washington, would like to get approval to place a sandwich sign on the sidewalk at the southwest corner of Washington and Main.

I am seeking an ok from the ReFind Curated Consignment store owners (201 South Main Street) to place the sign near their storefront. I will have their response at the meeting on Thursday.

See the attached files for the size and requested placement of sign.

Thank you,

Roxane Miller

Kindred Wool Company

108 West Main Street

Goshen, IN 46526

574-536-3970

**ENGINEERING & ZONING CLEARANCE – BUILDING PERMIT APPLICATION
CITY OF GOSHEN, INDIANA**

Landowner/Applicant: Kindred Wool Co. LLC Phone: 574-536-3970 Date: 11-26-25

Mailing Address: 108 W. Washington St. Goshen, IN Zip Code: 46526

PROPOSED USE/CONSTRUCTION: Sandwich Board Sign

Building Address: 108 W Washington Street Twp: Elkhart

PROPOSED CONSTRUCTION: Commercial Zoning District: B2 Commercial HD

Contractor: _____ Address: _____

Phone: _____ Email: _____ Approx. Cost: \$ 180.00

Lot No. 143 Corner ☒ Interior ☐ Through ☐ Subdivision: Original Town

Lot Width: _____ Lot Depth: _____ SF/Acres: _____ Existing Use: Retail

Public Sewer ☐ Public Water ☐ Well ☐ Septic System ☐ Flood Zone Designation: Zone X

Dedicated Road ☐ Private Road ☐ Sidewalk Required ☐ Landscaping Required ☐

Size: 2' X 3' Square Footage: 6 Coverage: _____ % Height: 40" ft/story

Setbacks measured from the furthest projection to the property line:

Front _____ Rear _____ Side _____ Side _____

Conventional ☐ Manufactured Home Type I (HUD Certified) ☐ Modular Home (PL 360 Certified) ☐ Mobile Home ☐

For Manufactured/Modular/Mobile Homes, Installer's State ID #: _____

Deck _____ sq. ft. Patio _____ sq. ft. Porch _____ sq. ft. Basement: _____ Finished ☐ _____ sq. ft.

1st story _____ sq. ft. 2nd story _____ sf Garage: Attached ☐ Detached ☐ _____ sq. ft. Total sq. ft.: _____

Subcontractors: Electrical _____ Mechanical _____ Plumbing _____

Temp electric: Yes ☐ No ☐ Central air: Yes ☐ No ☐ IPC ☐ IRC ☐ Total # plumbing fixtures _____

Principal Building ☐ Accessory Structure ☐ Addition ☐ Remodeling ☐ Rental unit: Yes ☐ No ☐

Parking required _____ Parking provided: _____

Parking/Driving aisle setbacks: Front _____ ft Rear _____ ft Side _____ ft Side _____ ft

The information on this application together with attachments thereto are true and complete. I agree that all structures and uses, as indicated, will comply with the standards and restrictions for the Zoning District in which they are located, and that any deviation there from will render this certificate null and void.

Date: 11-26-25 Signed: Ronald Mi Owner/agent

ENGINEERING CLEARANCE

The following have been approved by Goshen Engineering:

Water/Sewer ☐ Site Plan ☐ Stormwater Clearance ☐ Post-construction Plan ☐

Driveway Permit: Commercial ☐ Residential ☐ Industrial ☐ Date Issued: _____

Engineering Project Number: _____

Conditions of Approval: _____

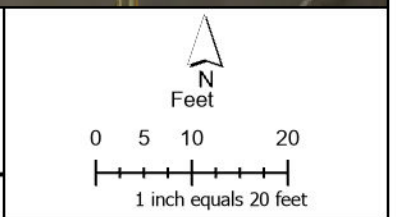
I have examined the above application for compliance with Engineering Department requirements. On the basis of the information submitted it is hereby determined that Engineering Department requirements have been met to allow a Zoning Clearance to be granted.

Date: _____ Signed: _____ By/For City Engineer

ZONING CLEARANCE



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

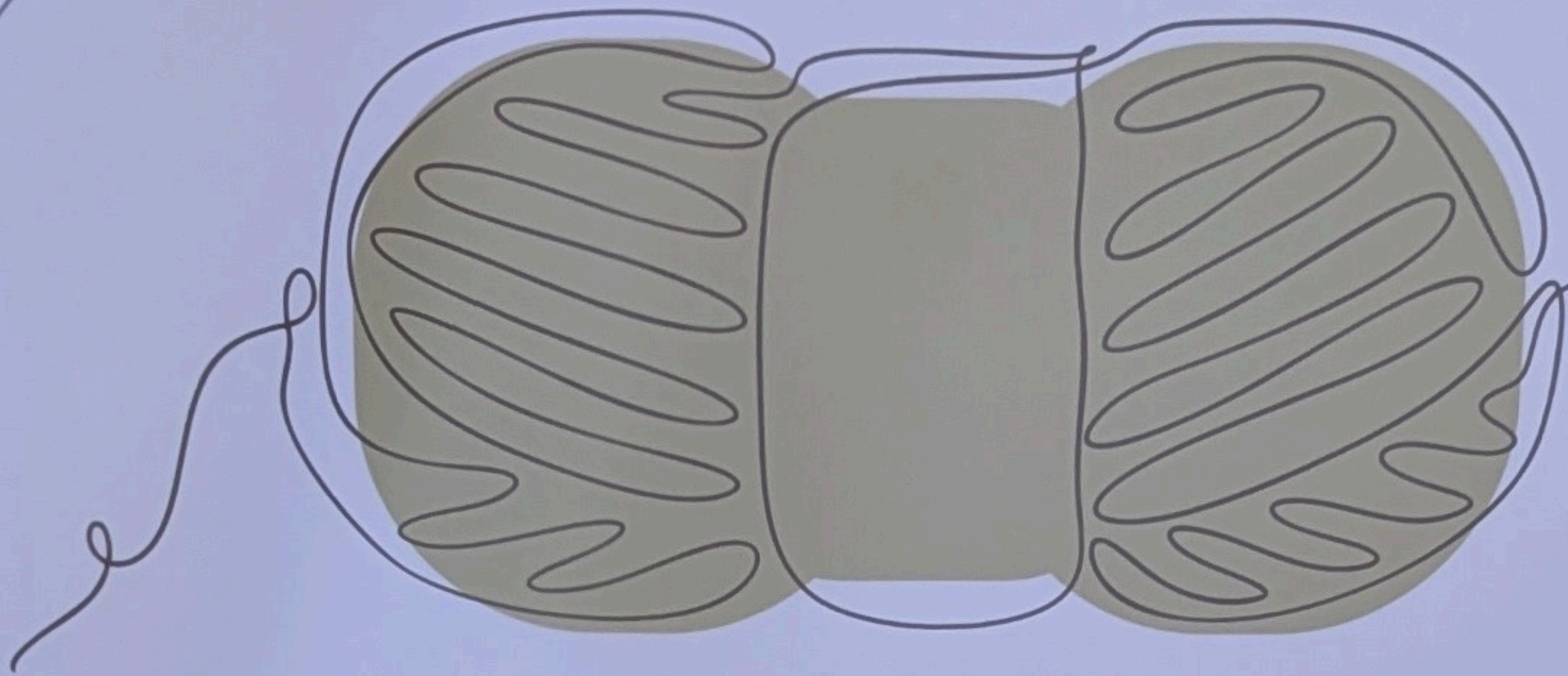


Main & Washington - SW Corner

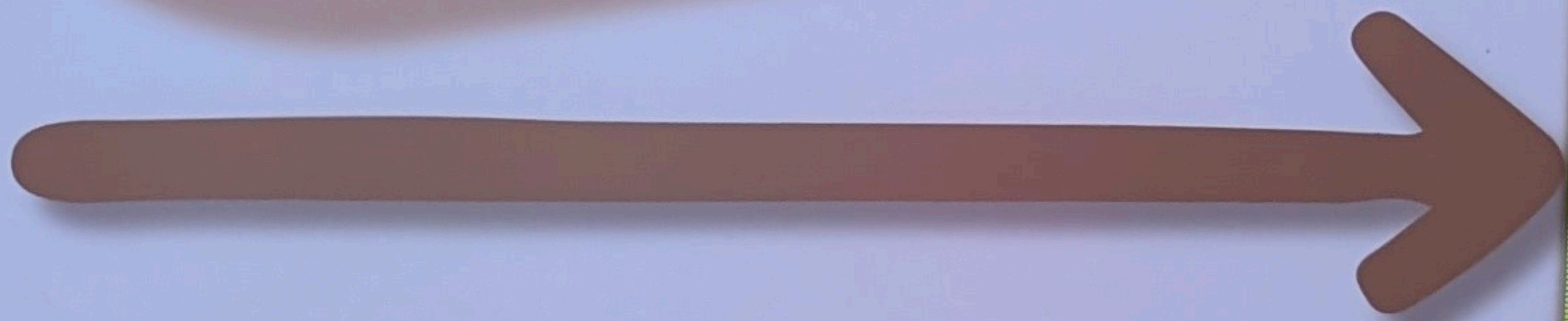
2023 Aerial
Printed on 11/26/2025

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

-open-

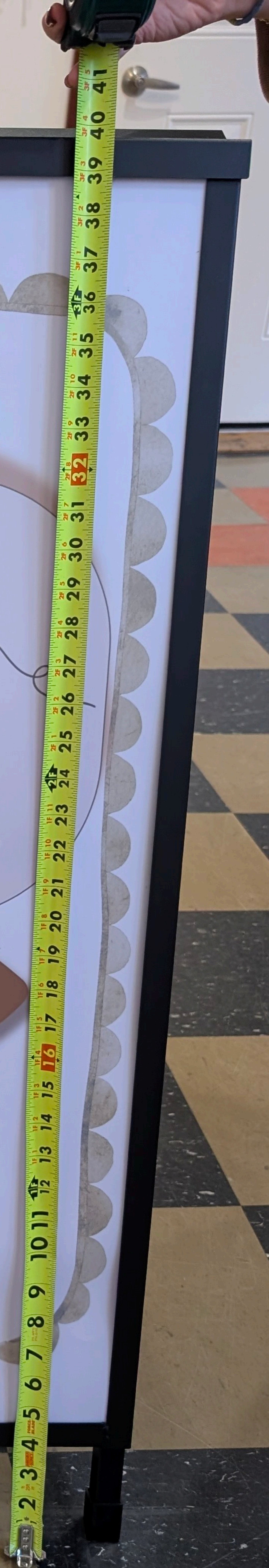


KINDRED WOOL CO.



quality yarn
gifts & more!

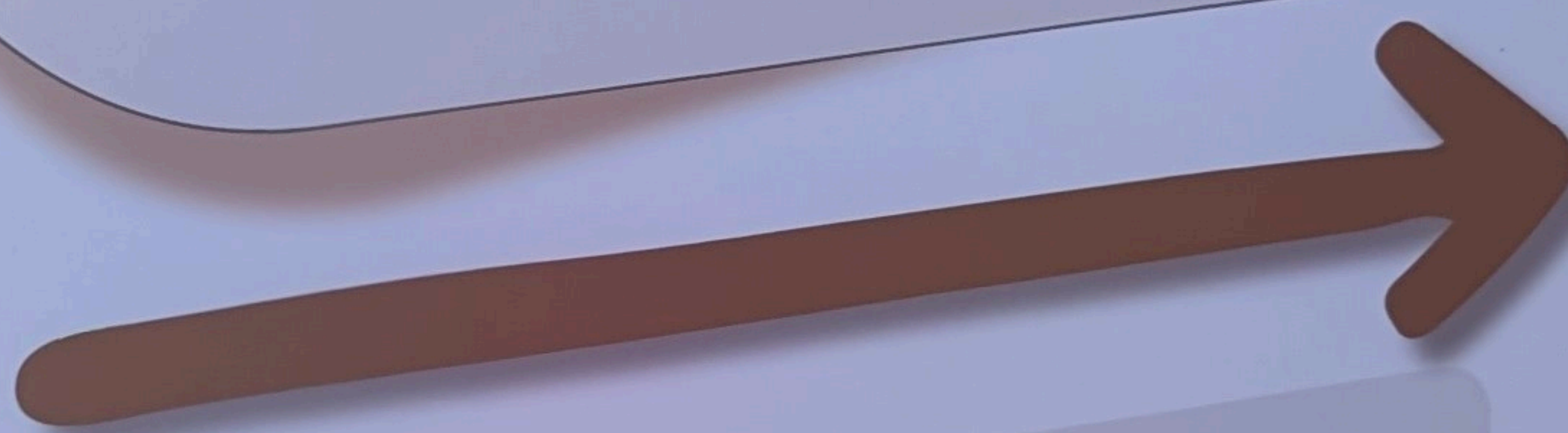
-108 west washington-



-open-



KINDRED WOOL CO.



quality yarn
gifts & more!

-108 west washington-



Richard Aguirre, City Clerk-Treasurer
CITY OF GOSHEN

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

richardaguirre@goshencity.com • www.goshenindiana.org

To: City of Goshen Board of Public Works & Safety
From: **Jill Sinclair, Sun Communities, Inc.**
Date: Nov. 20, 2025
Subject: **Request for Sewer Relief**

The Clerk-Treasurer received the following request on Dec. 1, 2025:

Dear Richard Aguirre and Board Members,

I am writing to request an adjustment to the sewer portion of my water and sewer bill for the billing period March 2025 to October 2025. During this time, our bill was significantly higher than normal due to large water leaks at our property located at 403 Post Rd Goshen, IN 46526.

The leak occurred in January 2025 and was repaired in October 2025 by a licensed plumber. I have attached documentation, including the repair invoice and photos, as evidence. The water lost during this period did not enter the sewer system, and therefore, I believe it is fair to request a credit for the sewer charges associated with this excess water usage. My account details are as follows:

* Account Number: 291-3060-00

* Billing Period: 01/2025-11/1/2025

We have always maintained timely payments and appreciate your consideration of this request. Please let me know if you require any additional documentation or information to process this adjustment.

Thank you for your time and assistance.

Attachments:

* Repair invoice

* Photos of leak and repair

* Copy of bills

Sincerely.

Jill Sinclair

Regional Vice President Operations and sales

Sun Communities, Inc. | Sun Home Services, Inc.

27777 Franklin Road #300 | Southfield, Michigan 48034

Office: 248-864-0129 | Email: jsinclair@suncommunities.com



INVOICE SUMMARY

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

BILL DATE	DUE DATE	AMOUNT DUE
12/23/2024	1/21/2025	\$28,530.31
Service Dates		TOTAL DUE AFTER DUE DATE
From	To	
11/1/2024	12/1/2024	\$31,383.36

Roxbury Mhp
C/O Engie Insight
PO Box 2440
Spokane, WA 99210-2440

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

ACCOUNT DETAIL

Account: 291-3060-00		Roxbury Mhp		Property: 403 Post Rd	
Status: A		For Service: 11/01/2024 thru 12/01/2024		SUBTOTAL	28,508.96
CURRENT	PREVIOUS	USAGE	SERVICE	METER SIZE	CHARGE
286,005	283,280	272,500	WATER	8	5,359.04
			WATER		111.12
			WATER		416.00
			SEWER		20,437.50
			SEWER		1,274.34
			HYDRANTS		910.96
					NET DUE
					28508.96
Account: 291-3070-00		Roxbury Mhp		Property: 403 Post Rd SPRK	
Status: A		For Service: 11/01/2024 thru 12/01/2024		SUBTOTAL	12.84
CURRENT	PREVIOUS	USAGE	SERVICE	METER SIZE	CHARGE
233	233	0	WATER	1.5	12.84
					NET DUE
					12.84
Account: 291-5740-00		Roxbury Mhp		Property: 403 Post Rd SPRK	
Status: A		For Service: 11/01/2024 thru 12/01/2024		SUBTOTAL	8.51
CURRENT	PREVIOUS	USAGE	SERVICE	METER SIZE	CHARGE
99,698	99,698	0	WATER	1	8.51
					NET DUE
					8.51



INVOICE SUMMARY

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

BILL DATE	DUE DATE	AMOUNT DUE
12/23/2024	1/21/2025	\$28,530.31
Service Dates		TOTAL DUE AFTER DUE DATE
From	To	
11/1/2024	12/1/2024	\$31,383.36

Roxbury Mhp
C/O Engie Insight
PO Box 2440
Spokane, WA 99210-2440

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

SERVICE SUMMARY

SERVICE	CONSUMPTION	TOTAL BILLED
HYDRANTS		910.96
SEWER		21,711.84
WATER	272,500.00	5,907.51
	CURRENT TOTAL BILLED AMOUNT:	28,530.31
	TOTAL ARREARS:	0.00
	NET TOTAL AMOUNT DUE:	28,530.31

BILL COUNT: 3



INVOICE SUMMARY

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

BILL DATE	DUE DATE	AMOUNT DUE
12/23/2024	1/21/2025	\$28,530.31
Service Dates		TOTAL DUE AFTER DUE DATE
From	To	
11/1/2024	12/1/2024	\$31,383.36

Roxbury Mhp
C/O Engie Insight
PO Box 2440
Spokane, WA 99210-2440

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

ACCOUNT SUMMARY

ACCOUNT	NAME	PROPERTY	TOTAL DUE	AFTER 01/22/2025
291-3060-00	Roxbury Mhc	403 Post Rd	28,508.96	31,359.87
291-3070-00	Roxbury Mhc	403 Post Rd SPRK	12.84	14.12
291-5740-00	Roxbury Mhc	403 Post Rd SPRK	8.51	9.37
TOTAL AMOUNT DUE:			28,530.31	31,383.36

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INVOICE SUMMARY

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

BILL DATE	DUE DATE	AMOUNT DUE
1/27/2025	2/17/2025	\$35,631.79
Service Dates		TOTAL DUE AFTER DUE DATE
From	To	
12/1/2024	1/1/2025	\$39,194.98

Roxbury Mhp
C/O Engie Insight
PO Box 2440
Spokane, WA 99210-2440

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

ACCOUNT SUMMARY

ACCOUNT	NAME	PROPERTY	TOTAL DUE	AFTER 02/18/2025
291-3060-00	Roxbury Mhc	403 Post Rd	35,610.44	39,171.49
291-3070-00	Roxbury Mhc	403 Post Rd SPRK	12.84	14.12
291-5740-00	Roxbury Mhc	403 Post Rd SPRK	8.51	9.37
TOTAL AMOUNT DUE:			35,631.79	39,194.98

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INVOICE SUMMARY

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

BILL DATE	DUE DATE	AMOUNT DUE
1/27/2025	2/17/2025	\$35,631.79
Service Dates		TOTAL DUE AFTER DUE DATE
From	To	
12/1/2024	1/1/2025	\$39,194.98

Roxbury Mhp
C/O Engie Insight
PO Box 2440
Spokane, WA 99210-2440

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

ACCOUNT DETAIL

Account: 291-3060-00		Roxbury Mhc		Property: 403 Post Rd	
Status: A		For Service: 12/01/2024 thru 01/01/2025		SUBTOTAL	35,610.44
CURRENT	PREVIOUS	USAGE	SERVICE	METER SIZE	CHARGE
289,500	286,005	349,500	WATER	8	6,685.52
			WATER		111.12
			WATER		416.00
			SEWER		26,212.50
			SEWER		1,274.34
			HYDRANTS		910.96
					NET DUE
					35,610.44
Account: 291-3070-00		Roxbury Mhc		Property: 403 Post Rd SPRK	
Status: A		For Service: 12/01/2024 thru 01/01/2025		SUBTOTAL	12.84
CURRENT	PREVIOUS	USAGE	SERVICE	METER SIZE	CHARGE
233	233	0	WATER	1.5	12.84
					NET DUE
					12.84
Account: 291-5740-00		Roxbury Mhc		Property: 403 Post Rd SPRK	
Status: A		For Service: 12/01/2024 thru 01/01/2025		SUBTOTAL	8.51
CURRENT	PREVIOUS	USAGE	SERVICE	METER SIZE	CHARGE
99,698	99,698	0	WATER	1	8.51
					NET DUE
					8.51



INVOICE SUMMARY

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

BILL DATE	DUE DATE	AMOUNT DUE
1/27/2025	2/17/2025	\$35,631.79
Service Dates		TOTAL DUE AFTER DUE DATE
From	To	
12/1/2024	1/1/2025	\$39,194.98

Roxbury Mhp
C/O Engie Insight
PO Box 2440
Spokane, WA 99210-2440

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

SERVICE SUMMARY

SERVICE	CONSUMPTION	TOTAL BILLED
HYDRANTS		910.96
SEWER		27,486.84
WATER	349,500.00	7,233.99
CURRENT TOTAL BILLED AMOUNT:		35,631.79
TOTAL ARREARS:		0.00
NET TOTAL AMOUNT DUE:		35,631.79

BILL COUNT: 3



INVOICE SUMMARY

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

BILL DATE	DUE DATE	AMOUNT DUE
2/24/2025	3/17/2025	\$44,888.26
Service Dates		TOTAL DUE AFTER DUE DATE
From	To	
1/1/2025	2/1/2025	\$49,377.12

Roxbury Mhp
C/O Engie Insight
PO Box 2440
Spokane, WA 99210-2440

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

ACCOUNT DETAIL

Account: 291-3060-00		Roxbury Mhc		Property: 403 Post Rd	
Status: A		For Service: 01/01/2025 thru 02/01/2025		SUBTOTAL	44,866.43
CURRENT	PREVIOUS	USAGE	SERVICE	METER SIZE	CHARGE
293,845	289,500	434,500	WATER	8	8,559.04
			WATER		116.63
			WATER		422.40
			SEWER		33,586.85
			SEWER		1,312.57
			HYDRANTS		868.94
					NET DUE
					44866.43
Account: 291-3070-00		Roxbury Mhc		Property: 403 Post Rd SPRK	
Status: A		For Service: 01/01/2025 thru 02/01/2025		SUBTOTAL	13.11
CURRENT	PREVIOUS	USAGE	SERVICE	METER SIZE	CHARGE
233	233	0	WATER	1.5	13.11
					NET DUE
					13.11
Account: 291-5740-00		Roxbury Mhc		Property: 403 Post Rd SPRK	
Status: A		For Service: 01/01/2025 thru 02/01/2025		SUBTOTAL	8.72
CURRENT	PREVIOUS	USAGE	SERVICE	METER SIZE	CHARGE
99,698	99,698	0	WATER	1	8.72
					NET DUE
					8.72



INVOICE SUMMARY

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

BILL DATE	DUE DATE	AMOUNT DUE
2/24/2025	3/17/2025	\$44,888.26
Service Dates		TOTAL DUE AFTER DUE DATE
From	To	
1/1/2025	2/1/2025	\$49,377.12

Roxbury Mhp
C/O Engie Insight
PO Box 2440
Spokane, WA 99210-2440

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

SERVICE SUMMARY

SERVICE	CONSUMPTION	TOTAL BILLED
HYDRANTS		868.94
SEWER		34,899.42
WATER	434,500.00	9,119.90
	CURRENT TOTAL BILLED AMOUNT:	44,888.26
	TOTAL ARREARS:	0.00
	NET TOTAL AMOUNT DUE:	44,888.26

BILL COUNT: 3



INVOICE SUMMARY

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

BILL DATE	DUE DATE	AMOUNT DUE
2/24/2025	3/17/2025	\$44,888.26
Service Dates		TOTAL DUE AFTER DUE DATE
From	To	
1/1/2025	2/1/2025	\$49,377.12

Roxbury Mhp
C/O Engie Insight
PO Box 2440
Spokane, WA 99210-2440

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

ACCOUNT SUMMARY

ACCOUNT	NAME	PROPERTY	TOTAL DUE	AFTER 03/18/2025
291-3060-00	Roxbury Mhc	403 Post Rd	44,866.43	49,353.09
291-3070-00	Roxbury Mhc	403 Post Rd SPRK	13.11	14.43
291-5740-00	Roxbury Mhc	403 Post Rd SPRK	8.72	9.60
TOTAL AMOUNT DUE:			44,888.26	49,377.12

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INVOICE SUMMARY

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

BILL DATE	DUE DATE	AMOUNT DUE
3/24/2025	4/21/2025	\$46,419.52
Service Dates		TOTAL DUE AFTER DUE DATE
From	To	
2/1/2025	3/1/2025	\$51,061.50

Roxbury Mhp
C/O Engie Insight
PO Box 2440
Spokane, WA 99210-2440

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

ACCOUNT SUMMARY

ACCOUNT	NAME	PROPERTY	TOTAL DUE	AFTER 04/22/2025
291-3060-00	Roxbury Mhc	403 Post Rd	46,397.69	51,037.47
291-3070-00	Roxbury Mhc	403 Post Rd SPRK	13.11	14.43
291-5740-00	Roxbury Mhc	403 Post Rd SPRK	8.72	9.60
TOTAL AMOUNT DUE:			46,419.52	51,061.50

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INVOICE SUMMARY

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

BILL DATE	DUE DATE	AMOUNT DUE
3/24/2025	4/21/2025	\$46,419.52
Service Dates		TOTAL DUE AFTER DUE DATE
From	To	
2/1/2025	3/1/2025	\$51,061.50

Roxbury Mhp
C/O Engie Insight
PO Box 2440
Spokane, WA 99210-2440

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

SERVICE SUMMARY

SERVICE	CONSUMPTION	TOTAL BILLED
HYDRANTS		868.94
SEWER		36,136.22
WATER	450,500.00	9,414.36
CURRENT TOTAL BILLED AMOUNT:		46,419.52
TOTAL ARREARS:		0.00
NET TOTAL AMOUNT DUE:		46,419.52

BILL COUNT: 3



INVOICE SUMMARY

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

BILL DATE	DUE DATE	AMOUNT DUE
3/24/2025	4/21/2025	\$46,419.52
Service Dates		TOTAL DUE AFTER DUE DATE
From	To	
2/1/2025	3/1/2025	\$51,061.50

Roxbury Mhp
C/O Engie Insight
PO Box 2440
Spokane, WA 99210-2440

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

ACCOUNT DETAIL

Account: 291-3060-00		Roxbury Mhc		Property: 403 Post Rd	
Status: A		For Service: 02/01/2025 thru 03/01/2025		SUBTOTAL	46,397.69
CURRENT	PREVIOUS	USAGE	SERVICE	METER SIZE	CHARGE
298,350	293,845	450,500	WATER	8	8,853.50
			WATER		116.63
			WATER		422.40
			SEWER		34,823.65
			SEWER		1,312.57
			HYDRANTS		868.94
					NET DUE
					46,397.69
Account: 291-3070-00		Roxbury Mhc		Property: 403 Post Rd SPRK	
Status: A		For Service: 02/01/2025 thru 03/01/2025		SUBTOTAL	13.11
CURRENT	PREVIOUS	USAGE	SERVICE	METER SIZE	CHARGE
233	233	0	WATER	1.5	13.11
					NET DUE
					13.11
Account: 291-5740-00		Roxbury Mhc		Property: 403 Post Rd SPRK	
Status: A		For Service: 02/01/2025 thru 03/01/2025		SUBTOTAL	8.72
CURRENT	PREVIOUS	USAGE	SERVICE	METER SIZE	CHARGE
99,698	99,698	0	WATER	1	8.72
					NET DUE
					8.72



INVOICE SUMMARY

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

BILL DATE	DUE DATE	AMOUNT DUE
4/28/2025	5/19/2025	\$44,766.31
Service Dates		TOTAL DUE AFTER DUE DATE
From	To	
3/1/2025	4/1/2025	\$49,242.96

Roxbury Mhp
C/O Engie Insight
PO Box 2440
Spokane, WA 99210-2440

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

ACCOUNT DETAIL

Account: 291-3060-00		Roxbury Mhc		Property: 403 Post Rd	
Status: A		For Service: 03/01/2025 thru 04/01/2025		SUBTOTAL	44,742.01
CURRENT	PREVIOUS	USAGE	SERVICE	METER SIZE	CHARGE
302,682	298,350	433,200	WATER	8	8,535.11
			WATER		116.63
			WATER		422.40
			SEWER		33,486.36
			SEWER		1,312.57
			HYDRANTS		868.94
					NET DUE
					44742.01
Account: 291-3070-00		Roxbury Mhc		Property: 403 Post Rd SPRK	
Status: A		For Service: 03/01/2025 thru 04/01/2025		SUBTOTAL	13.11
CURRENT	PREVIOUS	USAGE	SERVICE	METER SIZE	CHARGE
233	233	0	WATER	1.5	13.11
					NET DUE
					13.11
Account: 291-5740-00		Roxbury Mhc		Property: 403 Post Rd SPRK	
Status: A		For Service: 03/01/2025 thru 04/01/2025		SUBTOTAL	11.19
CURRENT	PREVIOUS	USAGE	SERVICE	METER SIZE	CHARGE
99,766	99,698	68	WATER	1	2.47
			WATER		8.72
					NET DUE
					11.19



INVOICE SUMMARY

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

BILL DATE	DUE DATE	AMOUNT DUE
4/28/2025	5/19/2025	\$44,766.31
Service Dates		TOTAL DUE AFTER DUE DATE
From	To	
3/1/2025	4/1/2025	\$49,242.96

Roxbury Mhp
C/O Engie Insight
PO Box 2440
Spokane, WA 99210-2440

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

SERVICE SUMMARY

SERVICE	CONSUMPTION	TOTAL BILLED
HYDRANTS		868.94
SEWER		34,798.93
WATER	433,268.00	9,098.44
	CURRENT TOTAL BILLED AMOUNT:	44,766.31
	TOTAL ARREARS:	0.00
	NET TOTAL AMOUNT DUE:	44,766.31

BILL COUNT: 3



INVOICE SUMMARY

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

BILL DATE	DUE DATE	AMOUNT DUE
4/28/2025	5/19/2025	\$44,766.31
Service Dates		TOTAL DUE AFTER DUE DATE
From	To	
3/1/2025	4/1/2025	\$49,242.96

Roxbury Mhp
C/O Engie Insight
PO Box 2440
Spokane, WA 99210-2440

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

ACCOUNT SUMMARY

ACCOUNT	NAME	PROPERTY	TOTAL DUE	AFTER 05/20/2025
291-3060-00	Roxbury Mhc	403 Post Rd	44,742.01	49,216.22
291-3070-00	Roxbury Mhc	403 Post Rd SPRK	13.11	14.43
291-5740-00	Roxbury Mhc	403 Post Rd SPRK	11.19	12.31
TOTAL AMOUNT DUE:			44,766.31	49,242.96

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INVOICE SUMMARY

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

BILL DATE	DUE DATE	AMOUNT DUE
5/27/2025	6/16/2025	\$48,464.35
Service Dates		TOTAL DUE AFTER DUE DATE
From	To	
4/1/2025	5/1/2025	\$53,310.80

Roxbury Mhp
C/O Engie Insight
PO Box 2440
Spokane, WA 99210-2440

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

ACCOUNT DETAIL

Account: 291-3060-00		Roxbury Mhp		Property: 403 Post Rd	
Status: A		For Service: 04/01/2025 thru 05/01/2025		SUBTOTAL	48,417.05
CURRENT	PREVIOUS	USAGE	SERVICE	METER SIZE	CHARGE
			WATER		422.40
			SEWER		36,454.68
			HYDRANTS		868.94
			SEWER		1,312.57
			WATER		116.63
307,398	302,682	471,600	WATER	8	9,241.83
					NET DUE
					48,417.05
Account: 291-3070-00		Roxbury Mhp		Property: 403 Post Rd SPRK	
Status: A		For Service: 04/01/2025 thru 05/01/2025		SUBTOTAL	38.58
CURRENT	PREVIOUS	USAGE	SERVICE	METER SIZE	CHARGE
			WATER		13.11
240	233	700	WATER	1.5	25.47
					NET DUE
					38.58
Account: 291-5740-00		Roxbury Mhp		Property: 403 Post Rd SPRK	
Status: A		For Service: 04/01/2025 thru 05/01/2025		SUBTOTAL	8.72
CURRENT	PREVIOUS	USAGE	SERVICE	METER SIZE	CHARGE
			WATER		8.72
99,766	99,766	0		1	
					NET DUE
					8.72



INVOICE SUMMARY

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

BILL DATE	DUE DATE	AMOUNT DUE
5/27/2025	6/16/2025	\$48,464.35
Service Dates		TOTAL DUE AFTER DUE DATE
From	To	
4/1/2025	5/1/2025	\$53,310.80

Roxbury Mhp
C/O Engie Insight
PO Box 2440
Spokane, WA 99210-2440

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

SERVICE SUMMARY

SERVICE	CONSUMPTION	TOTAL BILLED
HYDRANTS		868.94
SEWER		37,767.25
WATER	472,300.00	9,828.16
CURRENT TOTAL BILLED AMOUNT:		48,464.35
TOTAL ARREARS:		0.00
NET TOTAL AMOUNT DUE:		48,464.35

BILL COUNT: 3



INVOICE SUMMARY

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

BILL DATE	DUE DATE	AMOUNT DUE
5/27/2025	6/16/2025	\$48,464.35
Service Dates		TOTAL DUE AFTER DUE DATE
From	To	
4/1/2025	5/1/2025	\$53,310.80

Roxbury Mhp
C/O Engie Insight
PO Box 2440
Spokane, WA 99210-2440

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

ACCOUNT SUMMARY

ACCOUNT	NAME	PROPERTY	TOTAL DUE	AFTER 06/17/2025
291-3060-00	Roxbury Mhc	403 Post Rd	48,417.05	53,258.76
291-3070-00	Roxbury Mhc	403 Post Rd SPRK	38.58	42.44
291-5740-00	Roxbury Mhc	403 Post Rd SPRK	8.72	9.60
TOTAL AMOUNT DUE:			48,464.35	53,310.80

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INVOICE SUMMARY

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

BILL DATE	DUE DATE	AMOUNT DUE
6/23/2025	7/21/2025	\$48,772.43
Service Dates		TOTAL DUE AFTER DUE DATE
From	To	
5/1/2025	6/1/2025	\$53,649.69

Roxbury Mhp
C/O Engie Insight
PO Box 2440
Spokane, WA 99210-2440

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

ACCOUNT DETAIL

Account: 291-3060-00		Roxbury Mhc		Property: 403 Post Rd	
Status: A		For Service: 05/01/2025 thru 06/01/2025		SUBTOTAL	48,397.90
CURRENT	PREVIOUS	USAGE	SERVICE	METER SIZE	CHARGE
312,112	307,398	471,400	WATER	8	9,238.14
			WATER		116.63
			WATER		422.40
			SEWER		36,439.22
			SEWER		1,312.57
			HYDRANTS		868.94
NET DUE					48,397.90
Account: 291-3070-00		Roxbury Mhc		Property: 403 Post Rd SPRK	
Status: A		For Service: 05/01/2025 thru 06/01/2025		SUBTOTAL	365.81
CURRENT	PREVIOUS	USAGE	SERVICE	METER SIZE	CHARGE
373	240	13,300	WATER	1.5	352.70
			WATER		13.11
NET DUE					365.81
Account: 291-5740-00		Roxbury Mhc		Property: 403 Post Rd SPRK	
Status: A		For Service: 05/01/2025 thru 06/01/2025		SUBTOTAL	8.72
CURRENT	PREVIOUS	USAGE	SERVICE	METER SIZE	CHARGE
99,766	99,766	0	WATER	1	8.72
NET DUE					8.72



INVOICE SUMMARY

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

BILL DATE	DUE DATE	AMOUNT DUE
6/23/2025	7/21/2025	\$48,772.43
Service Dates		TOTAL DUE AFTER DUE DATE
From	To	
5/1/2025	6/1/2025	\$53,649.69

Roxbury Mhp
C/O Engie Insight
PO Box 2440
Spokane, WA 99210-2440

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

ACCOUNT SUMMARY

ACCOUNT	NAME	PROPERTY	TOTAL DUE	AFTER 07/22/2025
291-3060-00	Roxbury Mhc	403 Post Rd	48,397.90	53,237.70
291-3070-00	Roxbury Mhc	403 Post Rd SPRK	365.81	402.39
291-5740-00	Roxbury Mhc	403 Post Rd SPRK	8.72	9.60
TOTAL AMOUNT DUE:			48,772.43	53,649.69

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INVOICE SUMMARY

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

BILL DATE	DUE DATE	AMOUNT DUE
6/23/2025	7/21/2025	\$48,772.43
Service Dates		TOTAL DUE AFTER DUE DATE
From	To	
5/1/2025	6/1/2025	\$53,649.69

Roxbury Mhp
C/O Engie Insight
PO Box 2440
Spokane, WA 99210-2440

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

SERVICE SUMMARY

SERVICE	CONSUMPTION	TOTAL BILLED
HYDRANTS		868.94
SEWER		37,751.79
WATER	484,700.00	10,151.70
CURRENT TOTAL BILLED AMOUNT:		48,772.43
TOTAL ARREARS:		0.00
NET TOTAL AMOUNT DUE:		48,772.43

BILL COUNT: 3



INVOICE SUMMARY

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

BILL DATE	DUE DATE	AMOUNT DUE
8/25/2025	9/15/2025	\$50,025.91
Service Dates		TOTAL DUE AFTER DUE DATE
From	To	
7/1/2025	8/1/2025	\$55,028.53

Roxbury Mhp
C/O Engie Insight
PO Box 2440
Spokane, WA 99210-2440

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

ACCOUNT DETAIL

Account: 291-3060-00		Roxbury Mhc		Property: 403 Post Rd	
Status: A		For Service: 07/01/2025 thru 08/01/2025		SUBTOTAL	49,249.67
CURRENT	PREVIOUS	USAGE	SERVICE	METER SIZE	CHARGE
321,084	316,281	480,300	WATER	8	9,401.94
			WATER		116.63
			WATER		422.40
			SEWER		37,127.19
			SEWER		1,312.57
			HYDRANTS		868.94
					NET DUE
					<u>49249.67</u>
Account: 291-3070-00		Roxbury Mhc		Property: 403 Post Rd SPRK	
Status: A		For Service: 07/01/2025 thru 08/01/2025		SUBTOTAL	467.50
CURRENT	PREVIOUS	USAGE	SERVICE	METER SIZE	CHARGE
683	507	17,600	WATER	1.5	454.39
			WATER		13.11
					NET DUE
					<u>467.50</u>
Account: 291-5740-00		Roxbury Mhc		Property: 403 Post Rd SPRK	
Status: A		For Service: 07/01/2025 thru 08/01/2025		SUBTOTAL	308.74
CURRENT	PREVIOUS	USAGE	SERVICE	METER SIZE	CHARGE
110,838	99,766	11,072	WATER	1	300.02
			WATER		8.72
					NET DUE
					<u>308.74</u>



INVOICE SUMMARY

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

BILL DATE	DUE DATE	AMOUNT DUE
8/25/2025	9/15/2025	\$50,025.91
Service Dates		TOTAL DUE AFTER DUE DATE
From	To	
7/1/2025	8/1/2025	
		\$55,028.53

Roxbury Mhp
C/O Engie Insight
PO Box 2440
Spokane, WA 99210-2440

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

SERVICE SUMMARY

SERVICE	CONSUMPTION	TOTAL BILLED
HYDRANTS		868.94
SEWER		38,439.76
WATER	508,972.00	10,717.21
CURRENT TOTAL BILLED AMOUNT:		50,025.91
TOTAL ARREARS:		0.00
NET TOTAL AMOUNT DUE:		50,025.91

BILL COUNT: 3



INVOICE SUMMARY

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

BILL DATE	DUE DATE	AMOUNT DUE
8/25/2025	9/15/2025	\$50,025.91
Service Dates		TOTAL DUE AFTER DUE DATE
From	To	
7/1/2025	8/1/2025	\$55,028.53

Roxbury Mhp
C/O Engie Insight
PO Box 2440
Spokane, WA 99210-2440

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

ACCOUNT SUMMARY

ACCOUNT	NAME	PROPERTY	TOTAL DUE	AFTER 09/16/2025
291-3060-00	Roxbury Mhc	403 Post Rd	49,249.67	54,174.65
291-3070-00	Roxbury Mhc	403 Post Rd SPRK	467.50	514.26
291-5740-00	Roxbury Mhc	403 Post Rd SPRK	308.74	339.62
TOTAL AMOUNT DUE:			50,025.91	55,028.53

** PLEASE REMIT THIS PAGE WITH PAYMENT **



INVOICE SUMMARY

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

BILL DATE	DUE DATE	AMOUNT DUE
9/22/2025	10/20/2025	\$43,787.13
Service Dates		TOTAL DUE AFTER DUE DATE
From	To	
8/1/2025	9/1/2025	\$48,165.88

Roxbury Mhp
C/O Engie Insight
PO Box 2440
Spokane, WA 99210-2440

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

ACCOUNT DETAIL

Account: 291-3060-00		Roxbury Mhc		Property: 403 Post Rd	
Status: A		For Service: 08/01/2025 thru 09/01/2025		SUBTOTAL	
CURRENT	PREVIOUS	USAGE	SERVICE	METER SIZE	CHARGE
325,233	321,084	414,900	WATER	8	8,198.32
			WATER		116.63
			WATER		422.40
			SEWER		32,071.77
			SEWER		1,312.57
			HYDRANTS		868.94
NET DUE					42990.63
Account: 291-3070-00		Roxbury Mhc		Property: 403 Post Rd SPRK	
Status: A		For Service: 08/01/2025 thru 09/01/2025		SUBTOTAL	
CURRENT	PREVIOUS	USAGE	SERVICE	METER SIZE	CHARGE
853	683	17,000	WATER	1.5	440.20
			WATER		13.11
NET DUE					453.31
Account: 291-5740-00		Roxbury Mhc		Property: 403 Post Rd SPRK	
Status: A		For Service: 08/01/2025 thru 09/01/2025		SUBTOTAL	
CURRENT	PREVIOUS	USAGE	SERVICE	METER SIZE	CHARGE
123,367	110,838	12,529	WATER	1	334.47
			WATER		8.72
NET DUE					343.19



INVOICE SUMMARY

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

BILL DATE	DUE DATE	AMOUNT DUE
9/22/2025	10/20/2025	\$43,787.13
Service Dates		TOTAL DUE AFTER DUE DATE
From	To	
8/1/2025	9/1/2025	\$48,165.88

Roxbury Mhp
C/O Engie Insight
PO Box 2440
Spokane, WA 99210-2440

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

SERVICE SUMMARY

SERVICE	CONSUMPTION	TOTAL BILLED
HYDRANTS		868.94
SEWER		33,384.34
WATER	444,429.00	9,533.85
CURRENT TOTAL BILLED AMOUNT:		43,787.13
TOTAL ARREARS:		0.00
NET TOTAL AMOUNT DUE:		43,787.13

BILL COUNT: 3



INVOICE SUMMARY

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

BILL DATE	DUE DATE	AMOUNT DUE
9/22/2025	10/20/2025	\$43,787.13
Service Dates		TOTAL DUE AFTER DUE DATE
From	To	
8/1/2025	9/1/2025	\$48,165.88

Roxbury Mhp
C/O Engie Insight
PO Box 2440
Spokane, WA 99210-2440

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

ACCOUNT SUMMARY

ACCOUNT	NAME	PROPERTY	TOTAL DUE	AFTER 10/21/2025
291-3060-00	Roxbury Mhc	403 Post Rd	42,990.63	47,289.71
291-3070-00	Roxbury Mhc	403 Post Rd SPRK	453.31	498.65
291-5740-00	Roxbury Mhc	403 Post Rd SPRK	343.19	377.52
TOTAL AMOUNT DUE:			43,787.13	48,165.88

** PLEASE REMIT THIS PAGE WITH PAYMENT **



INVOICE SUMMARY

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

BILL DATE	DUE DATE	AMOUNT DUE
10/27/2025	11/17/2025	\$43,749.18
Service Dates		TOTAL DUE AFTER DUE DATE
From	To	
9/1/2025	10/1/2025	\$48,124.11

Roxbury Mhp
C/O Engie Insight
PO Box 2440
Spokane, WA 99210-2440

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

SERVICE SUMMARY

SERVICE	CONSUMPTION	TOTAL BILLED
HYDRANTS		868.94
SEWER		33,515.75
WATER	437,644.00	9,364.49
CURRENT TOTAL BILLED AMOUNT:		43,749.18
TOTAL ARREARS:		0.00
NET TOTAL AMOUNT DUE:		43,749.18

BILL COUNT: 3



INVOICE SUMMARY

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

BILL DATE	DUE DATE	AMOUNT DUE
10/27/2025	11/17/2025	\$43,749.18
Service Dates		TOTAL DUE AFTER DUE DATE
From	To	
9/1/2025	10/1/2025	\$48,124.11

Roxbury Mhp
C/O Engie Insight
PO Box 2440
Spokane, WA 99210-2440

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

ACCOUNT SUMMARY

ACCOUNT	NAME	PROPERTY	TOTAL DUE	AFTER 11/18/2025
291-3060-00	Roxbury Mhc	403 Post Rd	43,153.33	47,468.67
291-3070-00	Roxbury Mhc	403 Post Rd SPRK	415.47	457.02
291-5740-00	Roxbury Mhc	403 Post Rd SPRK	180.38	198.42
TOTAL AMOUNT DUE:			43,749.18	48,124.11

** PLEASE REMIT THIS PAGE WITH PAYMENT **



INVOICE SUMMARY

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

BILL DATE	DUE DATE	AMOUNT DUE
11/24/2025	12/15/2025	\$34,188.55
Service Dates		TOTAL DUE AFTER DUE DATE
From	To	
10/1/2025	11/1/2025	\$37,607.43

Roxbury Mhp
C/O Engie Insight
PO Box 2440
Spokane, WA 99210-2440

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

ACCOUNT SUMMARY

ACCOUNT	NAME	PROPERTY	TOTAL DUE	AFTER 12/16/2025
291-3060-00	Roxbury Mhc	403 Post Rd	34,166.72	37,583.40
291-3070-00	Roxbury Mhc	403 Post Rd SPRK	13.11	14.43
291-5740-00	Roxbury Mhc	403 Post Rd SPRK	8.72	9.60
TOTAL AMOUNT DUE:			34,188.55	37,607.43

** PLEASE REMIT THIS PAGE WITH PAYMENT **



INVOICE SUMMARY

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

BILL DATE	DUE DATE	AMOUNT DUE
10/27/2025	11/17/2025	\$43,749.18
Service Dates		TOTAL DUE AFTER DUE DATE
From	To	
9/1/2025	10/1/2025	\$48,124.11

Roxbury Mhp
C/O Engie Insight
PO Box 2440
Spokane, WA 99210-2440

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

ACCOUNT DETAIL

Account: 291-3060-00		Roxbury Mhc		Property: 403 Post Rd	
Status: A		For Service: 09/01/2025 thru 10/01/2025		SUBTOTAL	
				43,153.33	
CURRENT	PREVIOUS	USAGE	SERVICE	METER SIZE	CHARGE
329,399	325,233	416,600	WATER	8	8,229.61
			WATER		116.63
			WATER		422.40
			SEWER		32,203.18
			SEWER		1,312.57
			HYDRANTS		868.94
					NET DUE
					43153.33
Account: 291-3070-00		Roxbury Mhc		Property: 403 Post Rd SPRK	
Status: A		For Service: 09/01/2025 thru 10/01/2025		SUBTOTAL	
				415.47	
CURRENT	PREVIOUS	USAGE	SERVICE	METER SIZE	CHARGE
1,007	853	15,400	WATER	1.5	402.36
			WATER		13.11
					NET DUE
					415.47
Account: 291-5740-00		Roxbury Mhc		Property: 403 Post Rd SPRK	
Status: A		For Service: 09/01/2025 thru 10/01/2025		SUBTOTAL	
				180.38	
CURRENT	PREVIOUS	USAGE	SERVICE	METER SIZE	CHARGE
129,011	123,367	5,644	WATER	1	171.66
			WATER		8.72
					NET DUE
					180.38



INVOICE SUMMARY

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

BILL DATE	DUE DATE	AMOUNT DUE
11/24/2025	12/15/2025	\$34,188.55
Service Dates		TOTAL DUE AFTER DUE DATE
From	To	
10/1/2025	11/1/2025	\$37,607.43

Roxbury Mhp
C/O Engie Insight
PO Box 2440
Spokane, WA 99210-2440

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

ACCOUNT DETAIL

Account: 291-3060-00		Roxbury Mhc		Property: 403 Post Rd	
Status: A		For Service: 10/01/2025 thru 11/01/2025		SUBTOTAL	
				34,166.72	
CURRENT	PREVIOUS	USAGE	SERVICE	METER SIZE	CHARGE
332,626	329,399	322,700	WATER	8	6,501.47
			WATER		116.63
			WATER		422.40
			SEWER		24,944.71
			SEWER		1,312.57
			HYDRANTS		868.94
					NET DUE
					34166.72
Account: 291-3070-00		Roxbury Mhc		Property: 403 Post Rd SPRK	
Status: A		For Service: 10/01/2025 thru 11/01/2025		SUBTOTAL	
				13.11	
CURRENT	PREVIOUS	USAGE	SERVICE	METER SIZE	CHARGE
1,007	1,007	0	WATER	1.5	13.11
					NET DUE
					13.11
Account: 291-5740-00		Roxbury Mhc		Property: 403 Post Rd SPRK	
Status: A		For Service: 10/01/2025 thru 11/01/2025		SUBTOTAL	
				8.72	
CURRENT	PREVIOUS	USAGE	SERVICE	METER SIZE	CHARGE
129,011	129,011	0	WATER	1	8.72
					NET DUE
					8.72



INVOICE SUMMARY

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

BILL DATE	DUE DATE	AMOUNT DUE
11/24/2025	12/15/2025	\$34,188.55
Service Dates		TOTAL DUE AFTER DUE DATE
From	To	
10/1/2025	11/1/2025	\$37,607.43

Roxbury Mhp
C/O Engie Insight
PO Box 2440
Spokane, WA 99210-2440

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

SERVICE SUMMARY

SERVICE	CONSUMPTION	TOTAL BILLED
HYDRANTS		868.94
SEWER		26,257.28
WATER	322,700.00	7,062.33
CURRENT TOTAL BILLED AMOUNT:		34,188.55
TOTAL ARREARS:		0.00
NET TOTAL AMOUNT DUE:		34,188.55

BILL COUNT: 3

Leak Information

Leak 1

Date- 5-7-2025

Field notes- Leak at base of crock before meter to unit

Traffic Considerations- Dual lane

Reinstatement- Grass

Leak- customer (park)

Address- 403 Post Rd

Zip- 46526

Water visible- Yes

Pipe material- Pex

Severity- Moderate (3-5 gallons per/min)

Recommend- Repair to be carried out as required by customer



Leak Information Leak 2

Date- 5-7-2025

Field notes- Unit 53 leak at meter. Dripping under meter, meter not registering water.

Traffic consideration- Dual lane

Reinstatement- Grass

Leak- customer/ property

Address-Unit 53 Springfield Dr

Zip-46526

Water visible- Yes

Pipe material- Black Pipe

Severity- minor .5-1 gallons per/min

Recommendation-Repair to be carried out as required by customer



Leak Information

Leak 3

Date- 5-7-2025

Field notes- Leak at curb stop, water leaking out top of casing flooding side yard.

Traffic considerations - Dual lane

Reinstatement - Grass

Leak- customer/ property

Address - Unit 172 PostCourt

Zip- 46526

Water visible - Yes

Pipe material - Black Pipe

Severity- moderate - 1-3 gallons per/min

Recommendation- Repair to be carried out as required by customer



Leak Information Leak 4

Date 5-7-2025

Field Notes- Leak at base of crock before meter

Reinstatement- Grass

Leak- Customer/property

Address- Unit 31 Post Rd

Zip- 46526

Water Visible- No

Pipe Material- Pex

Severity Moderate- 1-3 gallons per/min

Recommendation- Repair to be carried out as required



Leak Information Leak 5

Date - 5-8-2025

Field notes- Leak under meter on freeze plate. Meter not registering

Traffic considerations- Dual lane

Reinstatement- Grass

Leak- Customer/property

Address- Unit 315 Mossberg Lane

Zip- 46526

Water visible- Yes

Pipe material- Metal

Severity- Minor .5 - 1 gallons per/min

Recommendation- Repair to be carried out as required by customer



Leak Information Leak 6

Date- 5-8-2025

Field notes- Leak at base of crock

Traffic considerations- Dual lane

Reinstatement- Grass

Leak- Customer/ Property

Address- Unit 280 mossberg court

Zip- 46526

Water visible- No

Pipe material- Black Pipe

Moderate- 1-3 gallons per min

Recommendation- Repair to be carried out as required by customer



Leak Information Leak 7

Date- 5-7-2025

Field notes- Leak before meter at valve

Traffic considerations- Dual lane

Reinstatement- Grass

Leak- Customer/property

Address- unit 283 mossberg court

Zip- 46526

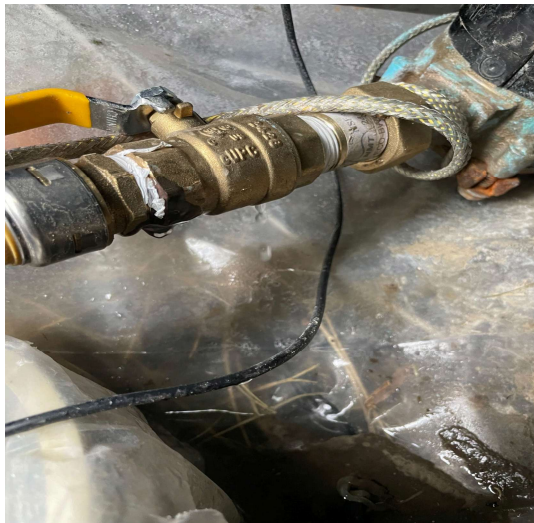
Water visible- yes

Pipe material- Pex

Pipe diameter- $\frac{3}{4}$

Severity- Severe 3-5 gallons per min

Recommendation- Repair to be carried out as required



Water Loss Summary (Gallons)

INVOICE



BURTON ENERGY GROUP, LLC
11175 Cicero Drive, STE 600
Alpharetta GA 30022
United States
tronske@burtonenergygroup.com

DATE: 05/09/2025
INVOICE#: INV35497
DUE DATE: 06/23/2025
TERMS: Net 45

BILL TO
Sun Communities
27777 Franklin Road, Suite
300
Southfield MI 48034
United States

ITEM	DESCRIPTION	AMOUNT
Demand / Engineering Services	Scope: Leak detection services at Roxbury Park, Goshen IN	\$7,363.00
AMOUNT DUE		\$7,363.00

INVOICE



AWT
5940 W Raymond St
Indianapolis IN 46241
United States
ar@astburygroup.com

DATE:

6/26/2025

INVOICE #:

INV-AWT-009716

BILL TO

kbagwell@suncommunities.com
Roxbury MHP
approcessing@suncommunities.com
403 Post Road
Goshen IN 46528
United States

SHIP TO

kbagwell@suncommunities.com
Roxbury MHP
approcessing@suncommunities.com
403 Post Road
Goshen IN 46528
United States

SALES REP	PO #	SHIPPING METHOD	DUE DATE	TERMS
			7/26/2025	Net 30

ITEM	DESCRIPTION	QTY	RATE	AMOUNT
Description	Boil Water Sampling and Analysis 5/6 & 5/7		\$0.00	\$0.00
Potability	Potability Samples	2	\$40.00	\$80.00
Labor	Labor- Special Sampling	2	\$85.00	\$170.00
Description	Boil Water Sampling and Analysis (5/30 & 6/02)		\$0.00	\$0.00
Potability	Potability	2	\$40.00	\$80.00
Labor	Labor- Special Sampling	2	\$85.00	\$170.00

SUBTOTAL \$500.00

TAX TOTAL \$0.00

TOTAL \$500.00

AMOUNT PAID \$0.00

AMOUNT DUE \$500.00

Effective immediately, a credit card convenience fee of 3% will be applied to all transactions to cover the processing costs associated with credit card payments. Please note that this fee does not apply to other payment forms such as cash, check, or ACH. Please remember to reference invoice number on payment. Thank you!

**Garrett Laboratories, Inc.**

408 N. 3RD ST.
NILES, MI 49120 US
(800) 336-3201
services@garrettlabs.com
garrettlabs.com

INVOICE

BILL TO
DANIEL ASTBURY
ASTBURY WATER TECHNOLOGY, INC.
5940 West Raymond Street
Indianapolis, IN 46241

INVOICE	W6703
DATE	06/04/2025
TERMS	Net 30
DUE DATE	07/04/2025

DESCRIPTION	AMOUNT
WATER SAMPLE FOR COLIFORMS, E. COLI, 1 @ \$34.20	34.20
A \$48 late fee will be assessed to past due invoices.	
SUBTOTAL	34.20
TOTAL	34.20
BALANCE DUE	\$34.20

Pay invoice

Abes Plumbing Company Incorporated226 S Elder St
Mishawaka, IN 46544-6324**Phone #** (574) 259-4534 **Fax #** (574) 257-0992**Invoice Date**

5/22/2025

Invoice #

51607

INVOICE**Job At:**Lot # 14
Goshen
Ten Bill Medine 524-6819**Bill To:**Roxbury MHP
403 Post Rd.
Goshen, IN 46526**PLEASE PAY
THIS AMOUNT**

\$1,500.00

Make checks payable to: **Abes Plumbing Company**☐ Please check box if address is incorrect or has changed, and indicate change(s) on reverse side.

Have E-Mail? Please write it here: _____

Abes Plumbing Company Incorporated**PLEASE DETACH AND RETURN TOP PORTION WITH PAYMENT**226 S Elder St
Mishawaka, IN 46544-6324<http://www.abesplumbinginc.com>

P.O. No.	Terms	Due Date	Rep	Project
	Net 30	6/21/2025	104	

Description	Rate	Amount
Mobilize men and equipment to job site	0.00	0.00
Excavate and locate curb stop valve		
Install new water line from curb stop to under home approximately 11ft.		
Install new ball valve on water line		
Turn on water and check for leaks		
Backfill excavation area to machine grade		
Total materials	515.00	515.00
Total labor	985.00	985.00

Thank you for your business.

Subtotal	\$1,500.00
Payments/Credits	
Total	\$1,500.00
Sales Tax (7.0%)	\$0.00
Balance Due	\$1,500.00

Billing Inquiries? Call (574) 259-4534

Abes Plumbing Company Incorporated226 S Elder St
Mishawaka, IN 46544-6324**Invoice Date**

5/27/2025

Invoice #

51723

INVOICE**Phone #** (574) 259-4534 **Fax #** (574) 257-0992**Job At:**Lot # 31
Goshen
Ten Bill Medine 524-6819**Bill To:**Roxbury MHP
403 Post Rd.
Goshen, IN 46526**PLEASE PAY
THIS AMOUNT**Make checks payable to: **Abes Plumbing Company**☐ Please check box if address is incorrect or has changed, and
indicate change(s) on reverse side.

Have E-Mail? Please write it here: _____

Abes Plumbing Company Incorporated**PLEASE DETACH AND RETURN TOP PORTION WITH PAYMENT**226 S Elder St
Mishawaka, IN 46544-6324<http://www.abesplumbinginc.com>

P.O. No.	Terms	Due Date	Rep	Project
	Net 30	6/26/2025	104	

Description	Rate	Amount
Mobilize men and equipment to job site	0.00	0.00
*Leak under home and curb stop not shutting off		
Shut off valve in front of lot #15		
*Did not shut water off completely		
Called city to shut down park main to allow work to be done		
Excavate and locate leak water line		
Leak was not at this location where it was coming up		
Excavate and chased leak approx 11ft and under home approx 2ft		
Found leak and repaired		
Installed new curb stop valve with rod and riser		
Install an 11' section new line from curb stop to new crock under home		
Reconnect to existing water line under home with new shut off valve		

Thank you for your business.

Subtotal
Payments/Credits
Total
Sales Tax (7.0%)
Balance Due

Billing Inquiries? Call (574) 259-4534

Abes Plumbing Company Incorporated226 S Elder St
Mishawaka, IN 46544-6324**Invoice Date**

5/27/2025

Invoice #

51723

 **INVOICE****Phone #** (574) 259-4534 **Fax #** (574) 257-0992**Job At:**Lot # 31
Goshen
Ten Bill Medine 524-6819**Bill To:**Roxbury MHP
403 Post Rd.
Goshen, IN 46526**PLEASE PAY
THIS AMOUNT**

\$3,375.00

Make checks payable to: **Abes Plumbing Company**☐ Please check box if address is incorrect or has changed, and
indicate change(s) on reverse side.

Have E-Mail? Please write it here: _____

Abes Plumbing Company Incorporated**PLEASE DETACH AND RETURN TOP PORTION WITH PAYMENT**226 S Elder St
Mishawaka, IN 46544-6324<http://www.abesplumbinginc.com>

P.O. No.	Terms	Due Date	Rep	Project
	Net 30	6/26/2025	104	

Description	Rate	Amount
Turn on water and check for leaks		
Backfill excavation area to machine grade		
Total materials	528.00	528.00
Total labor	2,847.00	2,847.00

Thank you for your business.

Subtotal	\$3,375.00
Payments/Credits	
Total	\$3,375.00
Sales Tax (7.0%)	\$0.00
Balance Due	\$3,375.00

Billing Inquiries? Call (574) 259-4534

Abes Plumbing Company Incorporated226 S Elder St
Mishawaka, IN 46544-6324**Invoice Date**

5/27/2025

Invoice #

51721

INVOICE**Phone #** (574) 259-4534 **Fax #** (574) 257-0992**Job At:**Lot # 53 Springfield
Goshen**Bill To:**Roxbury MHP
403 Post Rd.
Goshen, IN 46526**PLEASE PAY
THIS AMOUNT**

\$1,650.00

Make checks payable to: **Abes Plumbing Company**☐ Please check box if address is incorrect or has changed, and
indicate change(s) on reverse side.

Have E-Mail? Please write it here: _____

Abes Plumbing Company Incorporated**PLEASE DETACH AND RETURN TOP PORTION WITH PAYMENT**226 S Elder St
Mishawaka, IN 46544-6324<http://www.abesplumbinginc.com>

P.O. No.	Terms	Due Date	Rep	Project
	Net 30	6/26/2025	207	

Description	Rate	Amount
Mobilize men and equipment to job site	0.00	0.00
Excavate and locate curb stop valve		
Excavate and expose water line		
Installed new water line from curb stop to crock		
Reconnected new water line to existing water line at home		
Install new shut off valve		
Turn on water and check for leaks		
Backfill excavation area to machine grade		
Total	1,650.00	1,650.00

Thank you for your business.

Subtotal	\$1,650.00
Payments/Credits	
Total	\$1,650.00
Sales Tax (7.0%)	\$0.00
Balance Due	\$1,650.00

Billing Inquiries? Call (574) 259-4534

Abes Plumbing Company Incorporated226 S Elder St
Mishawaka, IN 46544-6324**Invoice Date**

3/26/2025

Invoice #

50913

INVOICE**Job At:**133 Winchester Ct.
Goshen, IN 46526
Justin 347-1316**Phone #** (574) 259-4534 **Fax #** (574) 257-0992**Bill To:**Roxbury MHP
403 Post Rd.
Goshen, IN 46526**PLEASE PAY
THIS AMOUNT**

\$1,875.00

Make checks payable to: **Abes Plumbing Company**☐ Please check box if address is incorrect or has changed, and
indicate change(s) on reverse side.

Have E-Mail? Please write it here: _____

Abes Plumbing Company Incorporated**PLEASE DETACH AND RETURN TOP PORTION WITH PAYMENT**226 S Elder St
Mishawaka, IN 46544-6324<http://www.abesplumbinginc.com>

P.O. No.	Terms	Due Date	Rep	Project
	Net 30	4/25/2025	207	

Description	Rate	Amount
Mobilized men and equipment to job site	0.00	0.00
Had to move A/C unit		
Excavated and locate water line and curb stop		
Installed new curb stop valve from under home next to A/C unit		
Reconnected 15ft section of water line to curb stop		
Turned on water and checked for leaks		
Total materials	526.00	526.00
Total Labor	1,349.00	1,349.00
(removed money applied.)	667.00	667.00

Thank you for your business.

Subtotal	\$2,542.00
Payments/Credits	
Total	\$2,542.00
Sales Tax (7.0%)	\$0.00
Balance Due	\$1,875.00

Billing Inquiries? Call (574) 259-4534

Abes Plumbing Company Incorporated226 S Elder St
Mishawaka, IN 46544-6324**Phone #** (574) 259-4534 **Fax #** (574) 257-0992**Invoice Date**

6/17/2025

Invoice #

51871

INVOICE**Job At:**Lot # 221 Enfield Ln
Goshen**Bill To:**Roxbury MHP
403 Post Rd.
Goshen, IN 46526**PLEASE PAY
THIS AMOUNT**Make checks payable to: **Abes Plumbing Company**☐ Please check box if address is incorrect or has changed, and
indicate change(s) on reverse side.

Have E-Mail? Please write it here: _____

Abes Plumbing Company Incorporated**PLEASE DETACH AND RETURN TOP PORTION WITH PAYMENT**226 S Elder St
Mishawaka, IN 46544-6324<http://www.abesplumbinginc.com>

P.O. No.	Terms	Due Date	Rep	Project
	Net 30	7/17/2025	207	

Description	Rate	Amount
Mobilize men and equipment to job site	0.00	0.00
Had to move shed with excavator to be able to access where water line is		
Excavate and locate curb stop valve		
Expose curb stop and crock		
Cut out old curb stop and crock		
Installed new curb stop valve with new curb stop and crock		
Installed a 10' section of 34" Pex line.		
Installed new 3/4" shut off valve		
Reconnected to existing water line		
Backfill excavation area to machine grade		
Total Materials	534.00	534.00

Thank you for your business.

Subtotal
Payments/Credits
Total
Sales Tax (7.0%)
Balance Due

Billing Inquiries? Call (574) 259-4534

226 S Elder St
Mishawaka, IN 46544-6324

Invoice Date

6/17/2025

Invoice #

51871

INVOICE

Phone # (574) 259-4534 **Fax #** (574) 257-0992

Job At:

Lot # 221 Enfield Ln
Goshen

Bill To:

Roxbury MHP
403 Post Rd.
Goshen, IN 46526

**PLEASE PAY
THIS AMOUNT**

\$2,075.00

Make checks payable to: **Abes Plumbing Company**

☐ Please check box if address is incorrect or has changed, and indicate change(s) on reverse side.

Have E-Mail? Please write it here:

Abes Plumbing Company Incorporated

PLEASE DETACH AND RETURN TOP PORTION WITH PAYMENT

226 S Elder St
Mishawaka, IN 46544-6324

<http://www.abesplumbinginc.com>

P.O. No.	Terms	Due Date	Rep	Project
	Net 30	7/17/2025	207	

Description	Rate	Amount
Total Labor	1,541.00	1,541.00

Thank you for your business.

Subtotal	\$2,075.00
Payments/Credits	
Total	\$2,075.00
Sales Tax (7.0%)	\$0.00
Balance Due	\$2,075.00

Billing Inquiries? Call (574) 259-4534

Abes Plumbing Company Incorporated226 S Elder St
Mishawaka, IN 46544-6324**Phone #** (574) 259-4534 **Fax #** (574) 257-0992**Invoice Date**

5/27/2025

Invoice #

51722

INVOICE**Job At:**Lot # 280 Mossberg
Goshen**Bill To:**Roxbury MHP
403 Post Rd.
Goshen, IN 46526**PLEASE PAY
THIS AMOUNT**

\$1,500.00

Make checks payable to: **Abes Plumbing Company**☐ Please check box if address is incorrect or has changed, and
indicate change(s) on reverse side.

Have E-Mail? Please write it here: _____

Abes Plumbing Company Incorporated**PLEASE DETACH AND RETURN TOP PORTION WITH PAYMENT**226 S Elder St
Mishawaka, IN 46544-6324<http://www.abesplumbinginc.com>

P.O. No.	Terms	Due Date	Rep	Project
	Net 30	6/26/2025	207	

Description	Rate	Amount
Mobilize men and equipment to job site	0.00	0.00
Excavate and locate curb stop valve		
Excavate and expose water line		
Installed 1' section of new water line from curb stop to crock		
Reconnected new water line to existing water line at home		
Install new shut off valve		
Turn on water and check for leaks		
Backfill excavation area to machine grade		
Total materials	515.00	515.00
Total labor	1,135.00	1,135.00
Customer received a discount.	-150.00	-150.00

Thank you for your business.

Subtotal	\$1,500.00
Payments/Credits	
Total	\$1,500.00
Sales Tax (7.0%)	\$0.00
Balance Due	\$1,500.00

Billing Inquiries? Call (574) 259-4534

Abes Plumbing Company Incorporated226 S Elder St
Mishawaka, IN 46544-6324**Invoice Date**

5/22/2025

Invoice #

51640

**INVOICE****Phone #** (574) 259-4534 **Fax #** (574) 257-0992**Job At:**Lot # 315
Goshen
Ten Bill Medine 524-6819**Bill To:**Roxbury MHP
403 Post Rd.
Goshen, IN 46526**PLEASE PAY
THIS AMOUNT**

\$1,600.00

Make checks payable to: **Abes Plumbing Company**☐ Please check box if address is incorrect or has changed, and
indicate change(s) on reverse side.

Have E-Mail? Please write it here: _____

Abes Plumbing Company Incorporated

PLEASE DETACH AND RETURN TOP PORTION WITH PAYMENT

226 S Elder St
Mishawaka, IN 46544-6324<http://www.abesplumbinginc.com>

P.O. No.	Terms	Due Date	Rep	Project
	Net 30	6/21/2025	104	

Description	Rate	Amount
Mobilize men and equipment to job site	0.00	0.00
Excavate and remove existing woodford crock.		
Install new water and check for leaks.		
Backfill excavation area to machine grade.		
Total	1,600.00	1,600.00

Subtotal	\$1,600.00
Payments/Credits	
Total	\$1,600.00
Sales Tax (7.0%)	\$0.00
Balance Due	\$1,600.00

Billing Inquiries? Call (574) 259-4534

Abes Plumbing Company Incorporated226 S Elder St
Mishawaka, IN 46544-6324**Invoice Date**

6/24/2025

Invoice #

51955

INVOICE**Job At:**Lot # 393 Spencer Ln
Goshen**Phone #** (574) 259-4534 **Fax #** (574) 257-0992**Bill To:**Roxbury MHP
403 Post Rd.
Goshen, IN 46526**PLEASE PAY
THIS AMOUNT**

\$185.00

Make checks payable to: **Abes Plumbing Company**☐ Please check box if address is incorrect or has changed, and
indicate change(s) on reverse side.

Have E-Mail? Please write it here: _____

Abes Plumbing Company Incorporated**PLEASE DETACH AND RETURN TOP PORTION WITH PAYMENT**226 S Elder St
Mishawaka, IN 46544-6324<http://www.abesplumbinginc.com>

P.O. No.	Terms	Due Date	Rep	Project
	Net 30	7/24/2025	207	

Description	Rate	Amount
Mobilize men and equipment to job site	0.00	0.00
Service call		
*Cleaned out curb stop valve		
Exercised curb stop (working properly at this time)		
*Did not need to excavate		
Total	185.00	185.00

Thank you for your business.

Subtotal	\$185.00
Payments/Credits	
Total	\$185.00
Sales Tax (7.0%)	\$0.00
Balance Due	\$185.00

Billing Inquiries? Call (574) 259-4534

Abes Plumbing Company Incorporated226 S Elder St
Mishawaka, IN 46544-6324**Phone #** (574) 259-4534 **Fax #** (574) 257-0992**Invoice Date**

5/1/2025

Invoice #

51284

INVOICE**Job At:**Lot # 402
Goshen**Bill To:**Roxbury MHP
403 Post Rd.
Goshen, IN 46526**PLEASE PAY
THIS AMOUNT**

\$1,650.00

Make checks payable to: **Abes Plumbing Company**☐ Please check box if address is incorrect or has changed, and
indicate change(s) on reverse side.

Have E-Mail? Please write it here: _____

Abes Plumbing Company Incorporated**PLEASE DETACH AND RETURN TOP PORTION WITH PAYMENT**226 S Elder St
Mishawaka, IN 46544-6324<http://www.abesplumbinginc.com>

P.O. No.	Terms	Due Date	Rep	Project
	Net 30	5/31/2025	207	

Description	Rate	Amount
Mobilize men and equipment to job site	0.00	0.00
*Found leak under home		
Excavate and locate water line		
Cut out bad section		
Install new water line under home with new shut off valve		
Turn on water and check for leaks		
Backfill excavation area to machine grade		
Total	1,650.00	1,650.00

Thank you for your business.

Subtotal	\$1,650.00
Payments/Credits	
Total	\$1,650.00
Sales Tax (7.0%)	\$0.00
Balance Due	\$1,650.00

Billing Inquiries? Call (574) 259-4534

Abes Plumbing Company Incorporated

226 S Elder St
Mishawaka, IN 46544-6324

Invoice Date

7/31/2025

Invoice #

52483

INVOICE**Phone #** (574) 259-4534 **Fax #** (574) 257-0992**Job At:**

Lot # 94
Goshen

Bill To:

Roxbury MHP
403 Post Rd.
Goshen, IN 46526

**PLEASE PAY
THIS AMOUNT**

\$11,850.00

Make checks payable to: **Abes Plumbing Company**

☐ Please check box if address is incorrect or has changed, and
indicate change(s) on reverse side.

Have E-Mail? Please write it here: _____

Abes Plumbing Company Incorporated**PLEASE DETACH AND RETURN TOP PORTION WITH PAYMENT**

226 S Elder St
Mishawaka, IN 46544-6324

<http://www.abesplumbinginc.com>

P.O. No.	Terms	Due Date	Rep	Project
	Net 30	8/30/2025	104	

Description	Rate	Amount
Mobilize men and equipment to job site	0.00	0.00
Excavate under home		
Excavate down to curb stop valve		
Bring line out from under home		
Install new 3/4" curb stop valve with rod and riser		
Install 25' of new pex piping with new crock under home with shut off valve		
Turn on water and check for leaks		
Backfill excavation area to machine grade		
Total Materials	714.00	714.00
Total Labor	11,136.00	11,136.00

Thank you for your business.

Subtotal	\$11,850.00
Payments/Credits	
Total	\$11,850.00
Sales Tax (7.0%)	\$0.00
Balance Due	\$11,850.00

Billing Inquiries? Call (574) 259-4534

Abes Plumbing Company Incorporated226 S Elder St
Mishawaka, IN 46544-6324**Invoice Date**

8/18/2025

Invoice #

52700

INVOICE**Phone #** (574) 259-4534 **Fax #** (574) 257-0992**Job At:**Across from Lot 49
Goshen**Bill To:**Roxbury MHP
403 Post Rd.
Goshen, IN 46526**PLEASE PAY
THIS AMOUNT**

\$2,485.00

Make checks payable to: **Abes Plumbing Company**☐ Please check box if address is incorrect or has changed, and
indicate change(s) on reverse side.

Have E-Mail? Please write it here: _____

Abes Plumbing Company Incorporated**PLEASE DETACH AND RETURN TOP PORTION WITH PAYMENT**226 S Elder St
Mishawaka, IN 46544-6324<http://www.abesplumbinginc.com>

P.O. No.	Terms	Due Date	Rep	Project
	Net 30	9/17/2025	207	

Description	Rate	Amount
Mobilize men and Vector to job site	0.00	0.00
Used Vector truck to vac out dirt next to electrical box and several utilities in the area		
Found leaking water line		
Cut out back section of piping		
Install new 9' section of piping with new compression couplings		
Turn on water and check for leaks		
Dump vector at our facility		
Haul in 1 load of dirt and level it out		
Materials	532.00	532.00
Total Labor	1,953.00	1,953.00

Thank you for your business.

Subtotal	\$2,485.00
Payments/Credits	
Total	\$2,485.00
Sales Tax (7.0%)	\$0.00
Balance Due	\$2,485.00

Billing Inquiries? Call (574) 259-4534

Abes Plumbing Company Incorporated226 S Elder St
Mishawaka, IN 46544-6324**Invoice Date**

10/10/2025

Invoice #

53448

INVOICE**Phone #** (574) 259-4534 **Fax #** (574) 257-0992**Job At:**Lot # 60
Goshen**Bill To:**Roxbury MHP
403 Post Rd.
Goshen, IN 46526**PLEASE PAY
THIS AMOUNT**

\$3,300.00

Make checks payable to: **Abes Plumbing Company**☐ Please check box if address is incorrect or has changed, and
indicate change(s) on reverse side.

Have E-Mail? Please write it here: _____

Abes Plumbing Company Incorporated**PLEASE DETACH AND RETURN TOP PORTION WITH PAYMENT**226 S Elder St
Mishawaka, IN 46544-6324<http://www.abesplumbinginc.com>

P.O. No.	Terms	Due Date	Rep	Project
	Net 30	11/9/2025	207	

Description	Rate	Amount
Mobilize men and equipment to job site	0.00	0.00
Began excavation at side of roadway		
Had to follow leak into roadway		
Removed asphalt and haul away		
Excavate and locate leak approx 6ft deep		
Cut out 10' section of piping		
Installed new section of piping with couplings		
Backfill excavation area to machine grade		
Stake and caution tape excavation area		
Total Labor	1,635.00	1,635.00
Total Materials	515.00	515.00
Total Asphalt	1,150.00	1,150.00

Thank you for your business.

Subtotal	\$3,300.00
Payments/Credits	
Total	\$3,300.00
Sales Tax (7.0%)	\$0.00
Balance Due	\$3,300.00

Billing Inquiries? Call (574) 259-4534

Abes Plumbing Company Incorporated226 S Elder St
Mishawaka, IN 46544-6324**Phone #** (574) 259-4534 **Fax #** (574) 257-0992**Invoice Date**

7/21/2025

Invoice #

52396

INVOICE**Job At:**Lot # 171 Post Ct
Goshen**Bill To:**Roxbury MHP
403 Post Rd.
Goshen, IN 46526**PLEASE PAY
THIS AMOUNT**

\$1,750.00

Make checks payable to: **Abes Plumbing Company**☐ Please check box if address is incorrect or has changed, and
indicate change(s) on reverse side.

Have E-Mail? Please write it here: _____

Abes Plumbing Company Incorporated**PLEASE DETACH AND RETURN TOP PORTION WITH PAYMENT**226 S Elder St
Mishawaka, IN 46544-6324<http://www.abesplumbinginc.com>

P.O. No.	Terms	Due Date	Rep	Project
	Net 30	8/20/2025	104	

Description	Rate	Amount
Mobilize men and equipment to job site	0.00	0.00
Excavate and locate water leak		
*Found water line and used crimpers to stop water		
Installed new 3/4" curb stop valve		
Install new line from curb stop to under home		
Reconnect to existing meter		
Turn on water and check for leaks		
Backfill excavation area to machine grade		
Total materials	628.00	628.00
Total Labor	1,322.00	1,322.00
Customer received a discount.	-200.00	-200.00

Thank you for your business.

Subtotal	\$1,750.00
Payments/Credits	
Total	\$1,750.00
Sales Tax (7.0%)	\$0.00
Balance Due	\$1,750.00

Billing Inquiries? Call (574) 259-4534





90971065

Sensus

729011747

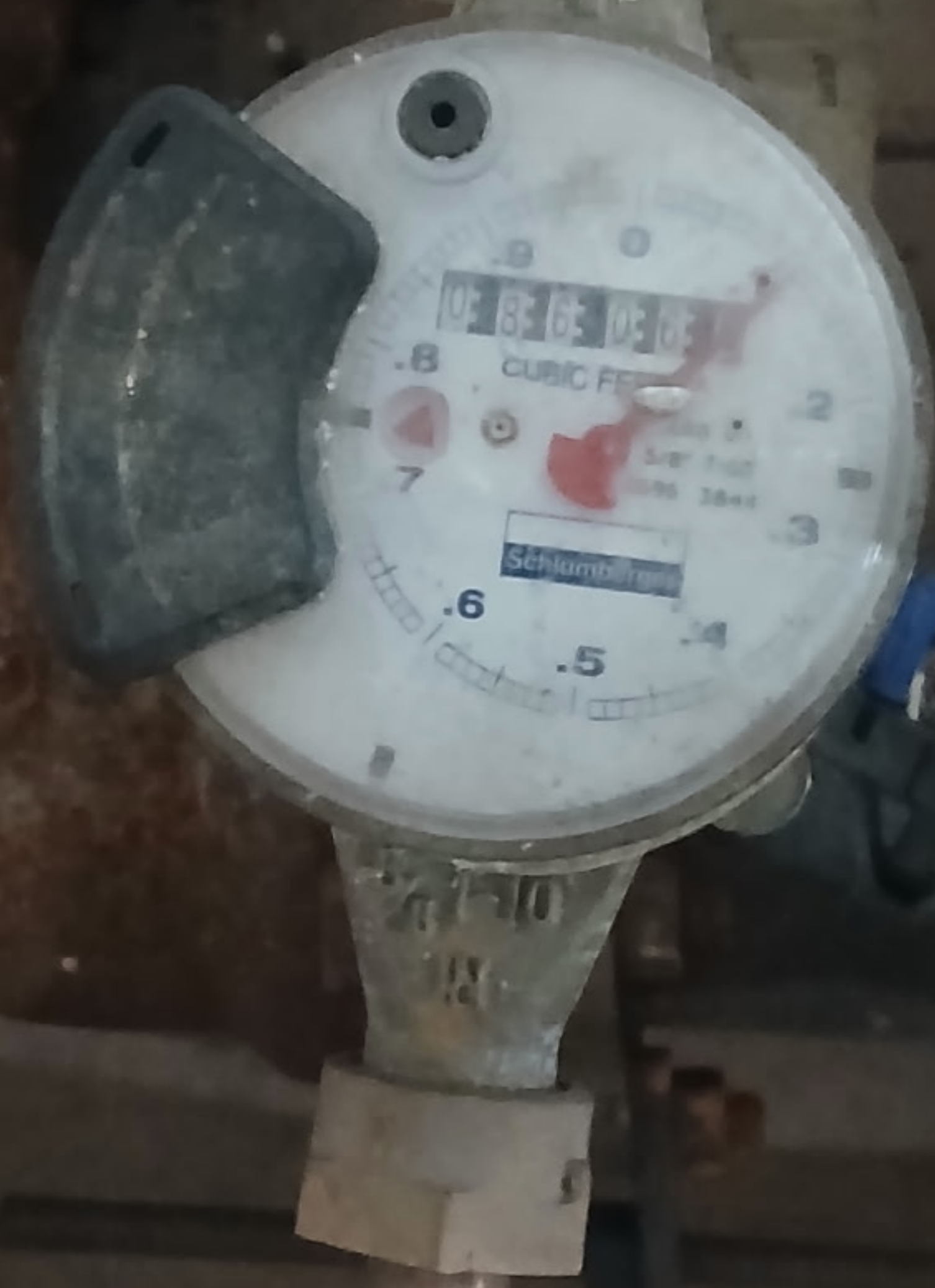
iPERL
1"

Mfg Date
11/2021
Replace by
11/2041

90971065



iPERL
1"





100%
100%
100%



Sensus
www.sensus.com
800-850-8500
1-800-850-8500

Installation Information:

Address: _____
In offer: _____
Date: _____
Old Meter ID: _____
Mtr Reading: _____
Mtr ID: _____
ding: _____

AMR
sensus
33438.9
CF X 100
OMNI™ meter
8"
Patent Pending

Modes:
AMR TOTAL TEST
TO CYCLE BETWEEN MODES,
CLOSE LID FOR 2 SECONDS & OPEN
TO RESET COUNTER IN TEST MODE,
CLOSE LID FOR 6 SECONDS & OPEN
S/N: 82294344



CITY OF GOSHEN LEGAL DEPARTMENT

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

Phone (574) 537-3820 • Fax (574) 537-3817 • TDD (574) 534-3185
www.goshenindiana.org

December 4, 2025

To: Board of Public Works and Safety

From: Christina M. Bonham, Paralegal

Subject: Award Quote for Purchase of Hybrid Police Pursuit SUVs and Agreement with Eby Ford Sales, Inc.

The City solicited sealed quotes for the purchase of five (5) 2026 or Newer Hybrid Police Pursuit SUVs in accordance with Indiana Code § 5-22-8-3.

Below is a summary of the quotes submitted:

1. Vogler Motor Company, 1170 E. Main St., Carbondale, IL 62901 / \$ 229,865.00
2. Eby Ford Sales, Inc., 2714 Elkhart Rd., Goshen, IN 46526 / \$ 229,505.00
3. Broadway Ford, 812 E. Taylor Ave., St. Louis, MO 63147 / \$ 233,993.15
4. Jordan Automotive, 609 E. Jefferson Blvd., Mishawaka, IN 46545 / \$ 232,750.00

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

It is further recommended that the Board approve and authorize Mayor Leichty to execute the agreement for the purchase of five (5) 2026 or Newer Hybrid Police Pursuit SUVs at a total cost of \$229,505.

Suggested Motions:

Move to award the quote for the purchase of five (5) 2026 or Newer Hybrid Police Pursuit SUVs to Eby Ford Sales, Inc. as the lowest responsible and responsive bidder.

Move to approve and execute the Agreement with Eby Ford Sales, Inc. for the purchase of five (5) 2026 or Newer Hybrid Police Pursuit SUVs and authorize the Mayor to execute.

PURCHASE OF 2026 OR NEWER HYBRID POLICE PURSUIT SUVs

THIS CONTRACT is made and entered into on this 4th day of December 2025, by and between the City of Goshen by its Board of Public Works and Safety, hereinafter referred to as "City," and Eby Ford Sales, Inc., hereinafter referred to as "Vendor."

WITNESSETH, that the City and Vendor mutually agree as follows:

PURCHASE.

Vendor agrees to provide the City of five (5) 2026 or Newer Hybrid Police Pursuit SUVs, which shall be in the color of Sterling Gray Metallic. Vendor shall warranty the 2026 or Newer Hybrid Police Pursuit SUVs.

TERM OF THE AGREEMENT.

This contract shall become effective on the date of execution and approval by both parties. Vendor shall provide the vehicles to the City within twenty-six (26) weeks from the date of the agreement. The vehicles to be purchase shall be delivered to the City's Central Garage, 230 Steury Avenue, Goshen, Indiana 46528.

COMPENSATION.

The City agrees to compensate Vendor for the equipment in this Purchase Contract in the amount of Two Hundred Twenty-Nine Thousand Five Hundred Five Dollars (\$229,505.00).

INDEPENDENT CONTRACTOR STATUS.

Vendor shall be deemed an independent contractor operating as a separate entity from the City of Goshen. The 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 Vendor or its agents, employees, or subcontractors of Vendor.

NON-DISCRIMINATION.

Vendor agrees that it will comply with all federal and Indiana civil rights laws, including, but not limited to Indiana Code 22-9-1-10. Vendor agrees that Vendor or any subcontractors, or any other person acting on behalf of Vendor or their subcontractor, shall not discriminate against any employee or applicant for employment to be employed in the performance of a contract 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 will be a material breach of the contract.

INDEMNIFICATION.

Vendor agrees to indemnify and hold harmless the City of Goshen, its agents, officers, and employees from any and all liability, obligations, claims, and suits, including court cost, attorney's fees, and other expenses, caused by an act or omission of Vendor and its agents, officers, and employees or resulting from or related to Vendor's performance or failure to perform as specified in this contract.

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 notification to the other party immediately. The party shall do everything possible to resume performance. The notification shall provide evidence of the force majeure event to the satisfaction of the other party. 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.

DEFAULT.

- A. If Vendor fails to deliver the equipment or comply with the provisions of this contract, then Vendor may be considered in default.
- B. It shall be mutually agreed that if Vendor fails to deliver the equipment or comply with the provisions of this contract, City shall issue a written notice of default and provide a period of time that shall not be less than fifteen (15) days in which Vendor 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 equipment in any manner deemed proper by the City, and Vendor shall be liable to the City for any excess costs incurred.
- C. Vendor may also be considered in default by the City if any of the following occur:
 - 1. There is a substantive breach by Vendor of any obligation or duty owed under the provisions of this Contract.
 - 2. Vendor is adjudged bankrupt or makes an assignment for the benefit of creditors.

3. Vendor becomes insolvent or in an unsound financial condition so as to endanger performance under the Contract.
4. Vendor 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 Vendor or any of Vendor's property.
6. Vendor is determined to be in violation of federal, state, or local laws or regulations and that such determination renders vendor unable to provide the equipment described under these Specification Documents.
7. The contract or any right, monies or claims are assigned by Vendor without the consent of the City.

TERMINATION.

- A. The contract may be terminated in whole or in part, at any time, by mutual written consent of both parties. Vendor shall be paid for all equipment provided and expenses reasonably incurred prior to notice of termination.
- B. The City may terminate this contract, in whole or in part, in the event of default by Vendor. City shall first issue written notice of default to Vendor and give Vendor the opportunity to cure.
- 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 contract.

SUBCONTRACTING OR ASSIGNMENT OF CONTRACT.

Neither party shall subcontract or assign any right or interest under the contract, including the right to payment, without having prior written approval from the other. Such approval shall not be unreasonably withheld. Any attempt by either party to subcontract or assign any portion of the contract shall not be construed to relieve that party from any responsibility to fulfill all contractual obligations.

AMENDMENTS.

No alteration or variation of the terms in this contract including the scope of purchase, provision of the purchase and compensation, and no alteration or variation of the conditions of this contract shall be binding unless specifically agreed to in writing by the parties. Any modification or amendment to the terms and conditions of the contract 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.

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.

APPLICABLE LAWS.

Vendor 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.

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. Any special conditions included with this solicitation which varies from these General Terms and Conditions shall have precedence.
- C. These documents 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.
- D. In the event legal action is brought to enforce or interpret the terms and conditions of these documents, the non-prevailing party will pay all costs and expenses expended or incurred by the prevailing party, including reasonable attorney's fees.

SEVERABILITY.

In the event that any provision of this 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.

AUTHORITY TO BIND.

Notwithstanding anything in the contract to the contrary, the signatory for the vendor submitting an offer represents that he or she has been duly authorized to execute these documents on behalf of Vendor and has obtained all necessary or applicable approvals to make the offer submitted fully binding upon Vendor when his or her signature is affixed and is not subject to further acceptance.

NOTICES.

All written notices, properly addressed and sent by U.S. mail or delivered personally to the address provided below shall constitute sufficient notice whenever written notice is required for any purpose in this contract. Notice will be considered given three (3) days after the notice is deposited in the U.S. mail or when received at the appropriate address.

City:

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

Vendor:

Eby Ford Sales, Inc.
Attention: Eric Eby, General Manager
2714 Elkhart Road
Goshen, IN 46526

NO INVESTMENT IN IRAN.

Pursuant to IC 5-22-16.5, Vendor hereby certifies they do NOT provide \$20 million dollars or more in goods or services to the energy sector of Iran. Vendor also certifies it is not a financial institution that extends \$20 million dollars or more in credit that will provide goods or services to the energy sector of Iran or extends \$20 million dollars or more in credit to a person identified on the list as a person engaging in investment activities in Iran.

CONTRACTING WITH RELATIVES.

Pursuant to IC 36-1-21, Vendor who is an individual who is a relative of an elected official of the City of Goshen or a business entity that is wholly or partially owned by a relative of an elected official of the City of Goshen hereby certifies that they have notified in writing both the elected official of the City of Goshen and the City's legal department prior to entering into this contract and has obtained all necessary or applicable approvals to make this contract fully binding upon the company/business when his or her signature is affixed and is not subject to further acceptance.

BINDING EFFECT.

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

ENTIRE AGREEMENT.

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

Remainder of page intentionally left blank

In witness whereof, the parties have executed this Agreement as set forth below.

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

Gina Leichty, Mayor

Date Signed: _____

Eby Ford Sales, Inc.

A handwritten signature in black ink, appearing to read 'Eric Eby', written over a horizontal line.

Eric Eby, General Manager

Date Signed: 12/1/2025



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

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

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

December 4, 2025

To: Board of Public Works and Safety

From: Don Shuler, Assistant City Attorney

Subject: Resolution 2025-323, Interlocal Agreement with the County of Elkhart for Funding for the Horn Ditch Maintenance, Brushing, and Stabilization Project #25-006

The attached resolution is to approve the terms and conditions of an Interlocal Agreement with the County for funding maintenance, brushing, and stabilization work on the Horn Ditch, generally north of College Avenue and east of U.S. 33. The City's sole role per the Agreement is funding 50% of the costs associated with the work. The City's portion is expected to be less than \$12,000.

Suggested Motion:

Move to adopt Resolution 2025-33, Interlocal Agreement with County of Elkhart for Funding for the Horn Ditch Maintenance, Brushing, and Stabilization Project #25-006 Reconstruction of the Bridge on College Avenue Crossing Horn Ditch.

**GOSHEN BOARD OF PUBLIC WORKS AND SAFETY
RESOLUTION 2025-33**

**INTERLOCAL AGREEMENT
WITH THE COUNTY OF ELKHART
FOR FUNDING FOR THE
HORN DITCH MAINTENANCE, BRUSHING, AND STABILIZATION PROJECT #25-006**

WHEREAS the City of Goshen and the County of Elkhart have negotiated an Interlocal Agreement so City may contribute funds to be applied to the cost of the contract for the Horn Ditch Maintenance, Brushing, and Stabilization Project #25-006.

WHEREAS pursuant to Indiana Code § 36-1-7 et seq., a power that may be exercised by one governmental entity may be exercised by one entity on behalf of another entity if the entities enter into a written agreement.

NOW, THEREFORE, BE IT RESOLVED that the Goshen Board of Public Works and Safety approves the terms and conditions of the Interlocal Agreement with the County of Elkhart for Funding for the Horn Ditch Maintenance, Brushing, and Stabilization Project #25-006 attached to and made a part of this resolution.

BE IT FURTHER RESOLVED that the Mayor is authorized to execute the Interlocal Agreement on behalf of the Goshen Board of Public Works and Safety and the City of Goshen.

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

Gina M. Leichty, Mayor

Mary Nichols, Member

Orv Myers, Member

Michael A. Landis Member

Barb Swartley, Member

**INTERLOCAL AGREEMENT
(Funding Agreement for Ditch Maintenance)**

This Interlocal Agreement (Funding Agreement for Ditch Maintenance) ("Agreement"), made and entered into effective upon the final execution of parties hereto, by and between the City of Goshen Board of Public Works and Safety, Indiana ("City") and the Elkhart County Drainage Board, ("County").

RECITALS

A. City and County have each reviewed requests for a project to be conducted on the Horn Ditch Drain, a regulated drain in Elkhart County, Indiana, a portion of which is situated within Elkhart and Clinton Townships.

B. The Elkhart County Surveyor's office has presented detailed Plans and Specifications as a part of the Notice of Public Hearing (hereinafter the "Plans and Specifications" attached hereto and made a part hereof as Exhibit A) for such project to the County and City with regard to the project (hereinafter the "Project").

C. The Project is generally north of College Avenue and east of U.S. 33 in Section of Elkhart Township. The project consists of brushing the east bank, removing the indicated obstruction in the channel, and stabilizing erosion on the west bank.

D. The County has created a "Cumulative Drainage Fund" pursuant to Indiana Code § 36-9-27-99.

E. City and County desire to enter into this Agreement for the purchase of services under Indiana Code § 36-1-7-12, with the same to be accomplished through Cumulative Drainage Funds of the Drainage Board, and funds appropriated by the City.

NOW, THEREFORE, City and County stipulate and agree as follows:

AGREEMENT

1. Project. City and County herewith agree to undertake the Project pursuant to the scope and details set forth in the Plans and Specifications.

2. Public Hearing. County, for and on behalf of itself and City, has given notice of and conducted a public hearing on May 13, 2025, with regard to the proposed Project involving the Horn Ditch Drain. The Project was approved following the public hearing, the County reviewed this Agreement for Approval. Upon conducting such public hearing and approval of such project, County entered into Findings and Order as permitted by applicable Indiana law, and publishing notice of such Findings and Order as also permitted by law.

3. Cost Estimate. The Elkhart County Surveyor's Office has estimated the cost of the Project to be \$22,900.00 ("Cost Estimate").

4. Cost Sharing. City agrees to contribute to County the sum of \$11,100.00 to be applied to the cost of contract(s) for the Project. County will send City an invoice. City agrees to make payment to County no later than 30 days of City's receipt of the invoice from County.

5. Funding. City and County hereby stipulate and acknowledge that upon execution respective party has taken all necessary steps to secure the appropriate funds for the respective party to pay and satisfy its proportionate share of the cost of the project herein stated.

6. Letting of Contract and Supervision of Contractor. County is taking the lead in advertising for, and receiving proposals from contractors for the work to be performed on the Project, consistent with the scheduling of work provided in this Section. Such proposals will be received pursuant to the terms and provisions of Indiana Code Chapter 36-9-27, and a contract will be awarded by County to the responsive and responsible bidder with the lowest appropriate bid after final execution of this Agreement. The Elkhart County Surveyor's office, under the authority and direction of Drainage Board, will supervise the Project, and the activities and work performance of the selected contractor, to ensure conformity by the contractor with the Plans and Specifications.

7. Contract and Pay Application Process. The County will select the Contractor for the Project, enter into an agreement with the Contractor, and issue the Notice to Proceed for the Project. The Elkhart County Surveyor's Office or their designees will inspect the work. Upon a recommendation by the Elkhart County Surveyors Office following inspection, the County will be responsible for approving the pay applications.

8. Change Orders. The County will be responsible for approving or rejecting any change order requests. Such requests may be approved by the County without input from the City so long as they do not exceed the amount of the Cost Estimate with Contingency.

9. Payment by City. Upon acceptance of a Bid and execution of a Contract with the Contractor, the County will submit to the City for payment an invoice in the amount of 50% of the Contract Price (up to the amount of the Cost Estimate with Contingency). The City will make payment to the County of the invoiced amount within the City's standard claims process.

10. Term of Agreement. This Agreement will persist until the designated Project herein stated has been completed, or until City and County stipulate, in writing, to terminate the same.

11. Binding Effect. This Agreement is binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

12. Real Estate and Personal Property. The Horn Ditch is a ditch owned, operated, and maintained by County and will continue to be owned, operated, and maintained by County during and after the termination of this agreement. No personal property will be acquired by any of the parties as a result of this agreement.

13. Limitations Of Liability

a. City acknowledges that County will not be liable to City for completion of or the failure to complete any activities which are an obligation of City to perform pursuant to this agreement, and City agrees to defend, indemnify, and hold harmless County and its agents, officers, and employees from all claims and suits of any nature whatsoever arising from City's performance of this agreement, from all judgments therefore, and for all expenses in defending or appealing any such claims or judgments, including without limitation court costs, attorneys' fees, and other expenses.

b. County acknowledges that City will not be liable to County for completion of or the failure to complete any activities which are an obligation of County to perform pursuant to this agreement, and County agrees to defend, indemnify, and hold harmless City and its agents, officers, and employees from all claims and suits of any nature whatsoever arising from County's performance of this agreement, from all judgments therefore, and for all expenses in defending or appealing any such claim or judgments, including without limitation court costs, attorneys' fees, and other expenses.

14. Non-Discrimination. Pursuant to Indiana Code § 22-9-1-10, the parties to this agreement each agree not to discriminate against any employee or applicant for employment to be employed in the performance of any work under this agreement, with respect to the employee's or applicant's hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of an individual's race, religion, color, sex, disability, national origin, or ancestry. Breach of this covenant may be regarded as a material breach of this agreement.

15. Employment Eligibility Verification

a. Pursuant to Indiana Code Chapter 22-5-1.7, the parties to this agreement each agree to enroll in and verify the work eligibility status of all newly hired employees of each respective party through the E-Verify program as defined by Indiana Code § 22-5-1.7-3; provided, however, the parties are not required to verify the work eligibility status of all newly hired employees after the date of the agreement through the E-Verify Program if the E-Verify Program no longer exists.

b. Each party to this agreement must not knowingly employ or contract with an unauthorized alien, or retain an employee or continue to contract with a person that the respective party subsequently learns is an unauthorized alien.

16. Anti-Nepotism. The parties to this agreement are each aware of the provisions of Indiana Code Chapter 36-1-21 with respect to anti-nepotism in contractual relationships with government entities and agree to comply with such statute.

17. Supplemental Documents. City and County agree to execute any and all supplemental documents and to take any and all supplemental steps as are reasonable and appropriate to accomplish the purposes and provisions of this agreement.

18. Notice. Any notice required or permitted under this agreement must be given in person or to the parties at their respective mailing addresses provided below by deposit in the United States mail, with proper postage affixed thereto, and which notice will be effective, if mailed, three (3) days after the date of mailing:

City: City of Goshen, Indiana
Attention: Dustin K. Sailor, P.E.,
Director of Public Works & Utilities
204 East Jefferson Street
Goshen, Indiana 46528

with a copy to: City of Goshen Legal Department
Attention: Bodie Stegelmann, City Attorney
204 East Jefferson Street, Suite 2
Goshen, Indiana 46528

COUNTY: County of Elkhart, Indiana
Attention: Elkhart County Surveyor
Public Services Building
4230 Elkhart Road
Goshen, Indiana 46526

with a copy to: Elkhart County Attorney
Yoder, Ainlay, Ulmer & Buckingham, LLP
130 North Main Street
Goshen, Indiana 46526

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

19. Amendment. This agreement may be amended only by the mutual written consent of the parties, by the adoption of a resolution approving said amendment as provided by law, and by the execution of an amendment by the parties.

20. Severability. If any provision, covenant, agreement or portion of this agreement or its application to any person, entity or property is held invalid, such invalidity will not affect the application or validity of any other provisions, covenants, agreements, or portions of this agreement, and to that end, any provisions, covenants, agreements or portions of this agreement are declared to be severable.

21. Indiana Law. This agreement will be governed by and construed in accordance with the laws of the State of Indiana.

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

23. Entire Agreement. Except as otherwise expressly provided, this agreement supersedes all prior agreements, negotiations, and discussions relative to the subject matter and is a full integration of the agreement of the parties.

24. Counterparts. This agreement may be executed in multiple counterparts and with multiple, but separate signature pages with the multiple counterparts and multiple and separate signature pages constituting one single and unified agreement when combined.

IN WITNESS WHEREOF, the parties have duly executed this agreement pursuant to all requisite authorizations as of the dates set forth below.

The City of Goshen Board of Public Works and Safety, Indiana, hereby executes the foregoing Interlocal Agreement on _____, 2025.

Gina M. Leichty, Mayor and Member

Mary Nichols, Member

Michael A. Landis, Member

Orv Myers, Member

Barb Swartley, Member

Attest:

Richard R. Aguirre, City of Goshen Clerk-Treasurer

The Elkhart County Drainage Board, on behalf of the County of Elkhart, Indiana, hereby executes the foregoing Interlocal Agreement on _____, 2025.

Lynn Loucks, Chairman

Attest:

Doris Biller, Recording Secretary

Elkhart County

SURVEYOR

April 22, 2025

Dear Bidder,

This Notice is hereby given that sealed quotes will be received for the Elkhart County Drainage Board on the **Horn Ditch Maintenance Brushing and Stabilization Project #25-006** until **9:30 AM, Friday, May 13, 2025**, by the Elkhart County Surveyors Office in the Surveyor's Office of the County Public Services Building, 4230 Elkhart Road, Goshen, Indiana (U.S. 33 @ C.R. 26). The quotes will be opened that day and a notice sent to all bidders of the action taken. **It is MANDATORY** that plans, specifications, bidding documents, Instructions to Bidders and General Conditions and Supplementary Conditions are obtained at the Surveyor's Office, to allow staff to review the project scope with potential Bidders.

The project is located on the north side of College Ave. and east of U.S.33 in Section 14 of Elkhart Twp. The project consists of brushing the east bank, removing the indicated obstructions in the channel, and stabilizing erosion on the west bank. The Standard Instructions to Bidders and General Conditions documents apply to this project and may be obtained at our Office. No Bid Bond and/or Performance Bond are required.

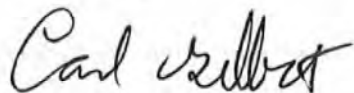
A portion of this work will coordinate with Lippert's July shutdown (May 30, 2025 – July 7, 2025) and the entire project will be completed no later than **July 7, 2025**. The awarded contractor will sign an agreement to a **\$100.00 per day charge for liquidated damages** beyond the specified completion date. The estimated cost of the project is less than **\$22,900**.

Proposals may be delivered to the Surveyor's Office at the Public Services Building prior to the specified time or may be mailed to arrive at the Office at the County Surveyor before that time. Proposals must be submitted on the forms included in the bid document.

The office needs to keep an updated record of the Contractor's Insurance Certificates on file. If you have not previously provided us with this certificate, please send a copy of your insurance coverage in accordance with item 5.3 of the General Conditions.

The Elkhart County Drainage Board reserves the right to reject any or all bids, to waive any informality in bidding, and to award a contract in the best interests of the Board, Elkhart County, and the project. No bid may be withdrawn for a period of 60 days after the date set for the opening thereof. Thank you for your consideration of this matter.

Sincerely,



Carl Gilbert, Drainage Supervisor
for Philip C. Barker, P.S.
Elkhart County Surveyor

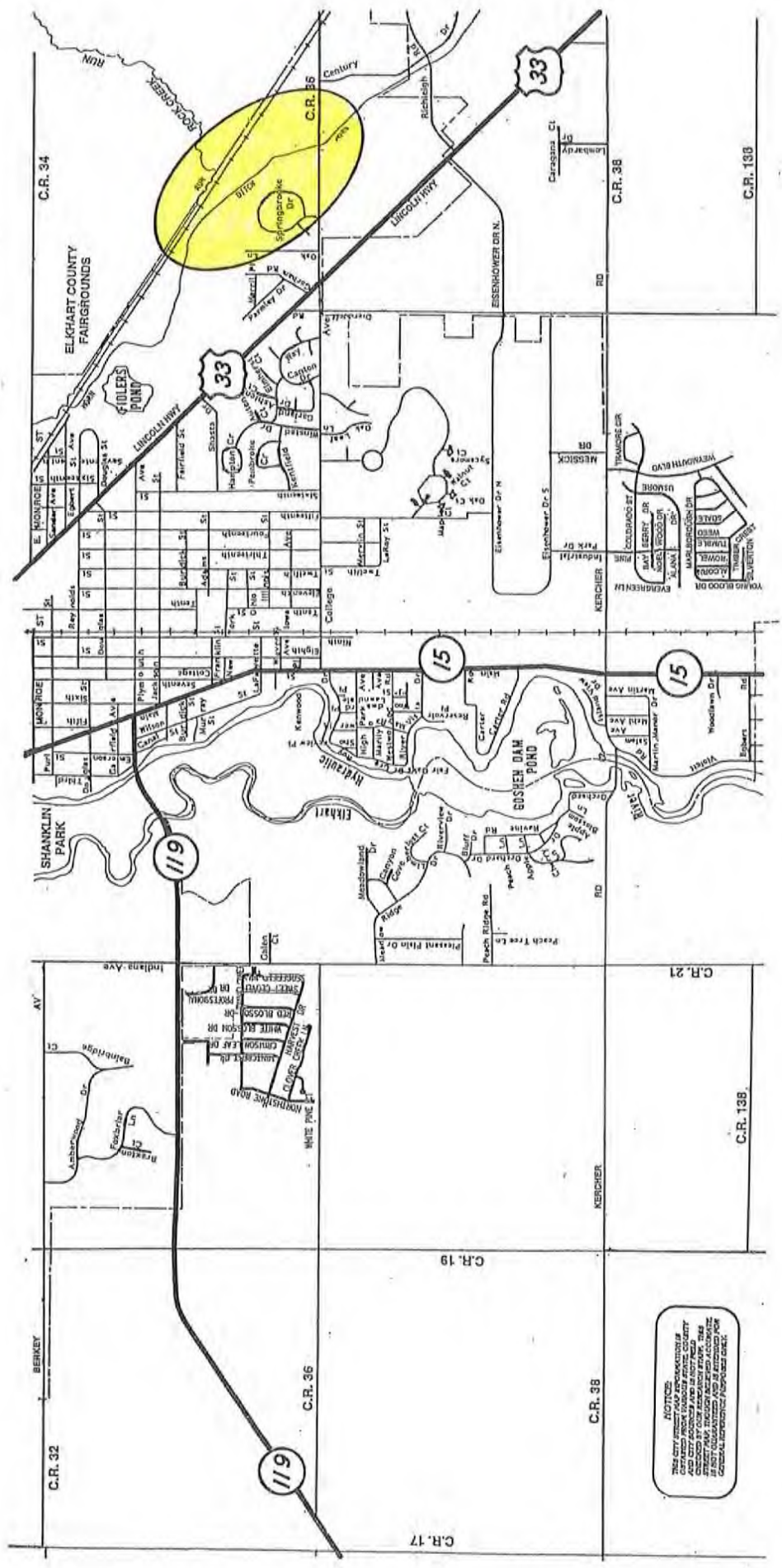


Tadd Troxell, Drainage Technician
for Philip C. Barker, P.S.
Elkhart County Surveyor

GOSHEN

ELKHART COUNTY SEAT

ELKHART TWP.



NOTICE:
 THIS CITY ENGINEER HAS REVIEWED
 CERTAIN RECORDS OF THE COUNTY
 AND HAS FOUND THAT THE CITY
 ENGINEER HAS REVIEWED THE
 RECORDS AND FOUND THAT THE
 RECORDS ARE CORRECT AND
 ACCURATE.

Horn Ditch Maintenance Brushing and Stabilization Project #25-006

Scope of Work

This work involves the removal of the obstruction caused by the designated logs, sand bars, debris, and trees that have or may impede flow. The east bank will also be brushed while riprap will be placed along the toe of the bank on the west side in designated locations. Work will be performed from both sides of the ditch.

The purpose of this project is to promote relatively unrestricted stream flows; provide some level of stream bank protection from erosion along the toe of slope.

Various project drawings and maps are included in the project specifications. Obstructions such as log jams, sand bars, spreading locations, and erosion locations are designated on these drawings and maps. These are approximate locations only.

The maintenance activities in this document will generally follow the techniques and practices outlined in the Indiana Drainage Handbook Section 5: Best Management Practices for Drainage Improvement Projects (Christopher B. Burke Engineering, 1999). More specifically, the work to be conducted will utilize the practices outlined in Section 5.4 Logjam Removal and River Restoration: Practices 401, 402, and 403 (Appendix B).

- Root wads and stumps that are firmly attached to the bank are not to be removed.
- Disturbance of the stream bank soil and vegetation is to be minimized as much as possible.

Contractors are required to have equipment in good working order. Equipment showing signs of leaking fluids or fuel will not be allowed on the work site and/or will be removed immediately upon inspection. The contractor is required to comply with Section 311 of the Federal Clean Water Act and with the 327 IAC 2-6.1 concerning spills of oil and/or hazardous materials.

Any alternate means of disposal MUST be approved by the surveyor's office ahead of time.

Access

Work will be performed from both sides of the ditch, as a result there will be multiple access points. One access point will be from the Lippert lot on the north side of College Ave. just east of the bridge. **The brushing and sandbar removal portion of this project will coordinate with Lippert's production shutdown between June 30, 2025 to July 7, 2025.** They have agreed to move obstacles near the bank during this shutdown.

The other access point will be from the north side of College Ave. on the west side of the bridge. This access is along a walking path. The path is very narrow at some points and special equipment may be necessary to transport riprap to the farthest away locations. **Please walk the project site before bidding and bid accordingly.** We have asked Spring Brooke to remove and cap off sprinkler heads along this walk path.

Horn Ditch Maintenance Brushing and Stabilization Project #25-006

Clearing Path

The contractor is responsible for accessing the site as described on the project drawings. The Spring Brooke subdivision maintains the walking path so please take care to disturb only what is necessary to complete the project. All cut trees and brush shall be placed in the burn area and burned so completely as to not cause another obstruction. Path clearing is not expected on this project, but there may be some low hanging tree limbs that need to be removed.

Any necessary tree trimming needed for access must be neatly cut and not just broken off. This applies to any tree, dead or alive, that is left standing.

Brushing

Bid Item #1

Sta. 68+00 to Sta. 45+00 = 2,300 L.F. East Side
Total = 2,300 L.F.

All trees, brush and debris are to be removed from the ditch channel and in a path 30 feet wide from the top of the bank on the working side of the ditch. This includes any trees in danger of falling into the ditch within 5 feet from the opposite TOB, any existing brush piles or piles of wood in the working area, existing log jams and addressing the removal of small saplings, brambles, and briars (mowing of these items would be acceptable). See Typical Brushing Cross Section Detail.

STUMPS in the ditch bottom, existing eroded stumps in danger of falling into the ditch, or stumps on the ditch side slopes where excavation will expose them and undermine the stump base, causing it to become susceptible to erosion and in danger of falling into the ditch, shall be removed and disposed of as part of this bid item. Stable stumps are NOT to be removed on the side slopes or on the top of the ditch bank, without prior approval of the Surveyor's Office.

All limbs or woody material of a size of two (2) inches or more in diameter or more than three (3) feet in length shall be removed and disposed of as part of this bid item. This removal will be completed by any means possible, raking, hand pick up, etc. NO raking will be allowed in designated wetland areas or on the side slopes of the ditch. The contractor shall take care to not disturb side slopes when removing fallen trees.

There is an unmaintained fence that will need to be removed. The property owner (Lippert) has agreed to provide a dumpster for disposal of the removed fence. The contractor will be responsible for removal of the fence and placement into the provided dumpster.

All of the above designated trees, brush, limbs and removed stumps are to be disposed of by burning, chipping, mulching, or hauling away. The remnants of the burn piles must be buried within 50 feet of the top of bank and with a minimum of 3 feet of cover. If method of disposal is chipping or mulching, the wood chip residue must be spread less than 1 inch deep over the 30 foot area along the top of the ditch bank (not on the ditch side slopes). This material must have a consistency that can be blended into the soil. Excessive amount of chips shall be removed from the site, the contractor will be required to haul them off of site and properly dispose of them as part of this Bid Item.

Horn Ditch Maintenance Brushing and Stabilization Project #25-006

Disposal of Material (To be included as part of Bid Items #1)

Removed material shall be burned in the designated burn area on the project drawings. Any remnants of the burn pile shall be hauled away as part of this bid item. **Absolutely no burned or unburned wood debris may remain.**

Any alternate means of disposal MUST be approved by the surveyor's office ahead of time.

NOTE: Allowed burning days will be approved by the Surveyor's Office. The Contractor shall notify the Local Fire Department thru dispatch (574-533-4151) to advise them of all burning days.

Cut trees, brush and EXISTING STUMPS shall be cut flush with the ground. On the side slopes of the ditch, they shall be cut flush with the ground at the same angle as the side slope. It may be necessary for a second cut of the tree or stump to achieve this result.

The Contractor shall notify the Surveyor's office prior to cutting any trees that are determined to be in danger of causing damage to adjacent structures or personal property. Any damages caused by the negligence of the Contractor, shall be repaired or replaced at the Contractor's expense. It is the Contractor's responsibility to address designated trees to be removed which are adjacent to overhead utility lines and contact the appropriate utility companies.

STUMP TREATMENT (To be included as part of Bid Items #1)

The contractor must supply the labels of the proposed chemicals to be used to the Surveyor's office. The chemical to be utilized must be labeled as approved by EPA for use on ditch banks for stump treatment. The rate and method of application shall be as recommended by the chemical manufacturer for the expected results. Chemicals labeled to be applied the same day trees are being cut, shall be on site and utilized each day. The contractor must notify the Surveyor's Office the days stump treatment is to be applied so the work may be inspected. The treatment of stumps must have a visible dye.

EXPECTED RESULTS: The stumps of all cut trees and brush shall be treated with a chemical treatment/application that will kill the stump. The Surveyor Office will inspect the drain one year following the application to determine if the stumps have been killed. If, in the opinion of the Surveyor's Office, the kill is less than satisfactory, the contractor shall, at his own expense, respray the area to achieve the expected results. Grinding of small trees and brush can be an alternative to stump treatment. **Note: Grinding of stumps larger than 8 inches in diameter at the base will still require stump treatment.**

Measurement and Payment will be based on the successful completion of the Brushing and other items listed above and will be paid as per bid price for **Bid Items #1** on the Bid Form.

Horn Ditch Maintenance Brushing and Stabilization Project #25-006

Removal of Sandbars (Bid Items #2 - #13)

Indicated sandbars and will be dug down to the bottom of the ditch. The banks will be sloped to match the existing bank while removed material will be hauled to the “spreading location,” as marked on the project drawing, and spread. A ditch bucket, or smooth bucket should be used so that the banks are not damaged. All sandbar removal work should be done from the east side (Lippert) of the ditch.

Please see “TYP CROSS SECTION” attachment.

The contractor is responsible for any damage cause by placing or spreading spoil outside of the designated area.

Site A, Obstruction Removal: Bid Item #2

At site “A” (see photos “SITE A”) there is an obstruction that consists of a sandbar. Work at this site will be performed from the east bank following the “Removal of Sandbars” guidelines. All spoil from this site will be hauled to and neatly spread in the indicated area on the drawing.

There is some erosion at this location but it will not be addressed in this project.

Measurement and Payment will be based on the successful **obstruction removal** as stated in the project specifications. This item will be paid at the bid price amount for **Bid Item #2** on the Bid Form.

Site B, Bank Stabilization, Bid Item #3

At site “B” (see photos “SITE B”) there is erosion that will need to be controlled. Riprap will be piled for a length of approximately 30’ (thirty feet) and the bank sloped as described in “Riprap Bank Stabilization” section. This work should be completed from the west side of the ditch.

Measurement and Payment will be based on the successful **bank stabilization** as stated in the project specifications. This item will be paid at the bid price amount for **Bid Item #3** on the Bid Form.

Site C, Bank Stabilization, Bid Item #4

At site “C” (see photos “SITE C”) there is erosion that will need to be controlled. Riprap will be piled for a length of approximately 40’ (forty feet) and the bank sloped as described in “Riprap Bank Stabilization” section. This work should be completed from the west side of the ditch.

Measurement and Payment will be based on the successful **bank stabilization** as stated in the project specifications. This item will be paid at the bid price amount for **Bid Item #4** on the Bid Form

Horn Ditch Maintenance Brushing and Stabilization Project #25-006

Site D, Bank Stabilization, Bid Item #5

At site "D" (see photos "SITE D") there is erosion that will need to be controlled. Riprap will be piled for a length of approximately 100' (one hundred feet) and the bank sloped as described in "Riprap Bank Stabilization" section. This work should be completed from the west side of the ditch.

Measurement and Payment will be based on the successful **bank stabilization** as stated in the project specifications. This item will be paid at the bid price amount for **Bid Item #5** on the Bid Form

Site E, Obstruction Removal and Bank Stabilization, Bid Item #6

At site "E" (see photos "SITE E") there is an obstruction that consists of a sandbar. Work at this site will be performed from the east bank following the "Removal of Sandbars" guidelines. All spoil from this site will be hauled to and neatly spread in the indicated area on the drawing.

At site "E" (see photos "SITE E") there is erosion that will need to be controlled. Riprap will be piled for a length of approximately 75' (seventy-five feet) and the bank sloped as described in "Riprap Bank Stabilization" section. This work should be completed from the west side of the ditch.

Measurement and Payment will be based on the successful **obstruction removal and bank stabilization** as stated in the project specifications. This item will be paid at the bid price amount for **Bid Item #6** on the Bid Form.



Horn Ditch Maintenance Brushing and Stabilization Project #25-006

Site F, Obstruction Removal and Bank Stabilization, Bid Item #7

At site "F" (see photos "SITE F") there is an obstruction that consists of a sandbar. Work at this site will be performed from the east bank following the "Removal of Sandbars" guidelines. All spoil from this site will be hauled to and neatly spread in the indicated area on the drawing.

At site "F" (see photos "SITE F") there is erosion that will need to be controlled. Riprap will be piled for a length of approximately 50' (fifty feet) and the bank sloped as described in "Riprap Bank Stabilization" section. This work should be completed from the west side of the ditch.

Measurement and Payment will be based on the successful **obstruction removal and bank stabilization** as stated in the project specifications. This item will be paid at the bid price amount for **Bid Item #7** on the Bid Form.

Site G, Obstruction Removal and Bank Stabilization, Bid Item #8

At site "G" (see photos "SITE G") there is an obstruction that consists of a sandbar. Work at this site will be performed from the east bank following the "Removal of Sandbars" guidelines. All spoil from this site will be hauled to and neatly spread in the indicated area on the drawing.

At site "G" (see photos "SITE G") there is erosion that will need to be controlled. Riprap will be piled for a length of approximately 40' (forty feet) and the bank sloped as described in "Riprap Bank Stabilization" section. This work should be completed from the west side of the ditch.

Measurement and Payment will be based on the successful **obstruction removal and bank stabilization** as stated in the project specifications. This item will be paid at the bid price amount for **Bid Item #8** on the Bid Form.

Site H, Obstruction Removal: Bid Item #9

At site "H" (see photos "SITE H") there is an obstruction that consists of a sandbar. Work at this site will be performed from the east bank following the "Removal of Sandbars" guidelines. All spoil from this site will be hauled to and neatly spread in the indicated area on the drawing.

Measurement and Payment will be based on the successful **obstruction removal** as stated in the project specifications. This item will be paid at the bid price amount for **Bid Item #9** on the Bid Form.



Horn Ditch Maintenance Brushing and Stabilization Project #25-006

Site I, Obstruction Removal and Bank Stabilization, Bid Item #10

At site “I” (see photos “SITE I”) there is an obstruction that consists of a sandbar. Work at this site will be performed from the east bank following the “Removal of Sandbar” guidelines. All spoil from this site will be hauled to and neatly spread in the indicated area on the drawing.

At site “I” (see photos “SITE I”) there is erosion that will need to be controlled. Riprap will be piled for a length of approximately 30’ (thirty feet) and the bank sloped as described in “Riprap Bank Stabilization” section. This work should be completed from the west side of the ditch.

Measurement and Payment will be based on the successful **obstruction removal and bank stabilization** as stated in the project specifications. This item will be paid at the bid price amount for **Bid Item #10** on the Bid Form.

Site J, Bank Stabilization, Bid Item #11

At site “J” (see photos “SITE J”) there is erosion that will need to be controlled. Riprap will be piled for a length of approximately 50’ (fifty feet) and the bank sloped as described in “Riprap Bank Stabilization” section. This work should be completed from the west side of the ditch.

Measurement and Payment will be based on the successful **bank stabilization** as stated in the project specifications. This item will be paid at the bid price amount for **Bid Item #11** on the Bid Form

Site K, Obstruction Removal: Bid Item #12

At site “K” (see photos “SITE K”) there is an obstruction that consists of a sandbar. Work at this site will be performed from the east bank following the “Removal of Sandbars” guidelines. All spoil from this site will be hauled to and neatly spread in the indicated area on the drawing.

Measurement and Payment will be based on the successful **obstruction removal** as stated in the project specifications. This item will be paid at the bid price amount for **Bid Item #12** on the Bid Form.

Site L, Bank Stabilization, Bid Item #13

At site “L” (see photos “SITE L”) there is erosion that will need to be controlled. Riprap will be piled for a length of approximately 20’ (twenty feet) and the bank sloped as described in “Riprap Bank Stabilization” section. This work should be completed from the west side of the ditch.

Measurement and Payment will be based on the successful **bank stabilization** as stated in the project specifications. This item will be paid at the bid price amount for **Bid Item #13** on the Bid Form

Horn Ditch Maintenance Brushing and Stabilization Project #25-006

Riprap Bank Stabilization, Bid Item #14

Riprap is to be standard INDOT revetment riprap. The gradation of the material shall be such that:

1. no individual piece weighs more than 120 lbs.
2. 90 - 100% of the material passes a 12 inch sieve
3. 20 - 40% of the material passes a 6 inch sieve
4. not more than 5% of the material passes a 3 inch sieve

Riprap will be piled 3' (three feet) high along the toe of the bank in the designated area for the specified length. Once the riprap is placed the remaining top of the bank will be knocked down behind the newly created riprap dike. This phase will result in the loss of some additional path width but will prevent any future uncontrolled loss due to erosion.

Measurement and Payment will be based on the successful delivery and installation of the Riprap as stated at each location. This item will be paid at the bid price amount for **Bid Item #14** on the Bid Form. (Weigh slips for quantities delivered to site are required.)



Horn Ditch Maintenance Brushing and Stabilization Project #25-006

CONSTRUCTION ENGINEERING

The Contractor shall provide all materials, equipment and personnel necessary to complete the detailed construction engineering, detailed staking and layout for installation of the contract work.

CONTRACTOR RESPONSIBILITIES

The Contractor shall preserve and/or reference horizontal and vertical control points, and property corner markers. The Contractor shall request field marking of all underground utilities before start of construction (Telephone 1-800-382-5544). Also, Contractor may need to contact overhead utilities and may need to take special measures when working around overhead lines.

The Contractor shall comply with any and all of O.S.H.A. Standards and Specifications. Also, the Contractor shall observe any rules or regulations of the State of Indiana.

The contractor **MUST** contact the surveyor's office at least 2 full business days prior to beginning work on this project. This is critical due to the tendency of obstructions to shift location, and because changing stream heights may conceal or expose additional portions of an obstruction. Without proper notification the surveyor's office cannot ensure that the location of the obstructions matches the locations indicated on the project drawing.

All access points shall be restored to the original condition prior to construction, including but not limited to fields, driveways, lanes, yards and pasture areas. Care shall be taken to avoid damage to adjacent properties. The contractor shall leave the work area free of all other waste generated during the course of the work by his workmen, equipment, visitors, service persons and other parties associated with the work.

The Contractor shall take care not to damage fences. It is the Contractor's responsibility to work around or remove and reset fences in project area. If they are destroyed or cannot be reset, the Contractor shall install the same type of fence at their expense.

The contractor shall notify our office of when the work has been completed so it may be inspected. The project will be considered complete **ONLY** after the surveyor's office has approved the work. If the contractor leaves before our final inspection, then they run the risk of having to remobilize at their own expense.

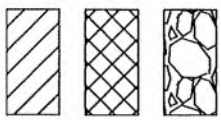
NOTE: GENERAL CONDITIONS revised 11-2000 / **09-2004**

Article 2 - PRELIMINARY MATTERS

Signing Agreement; Commencement of Contract Time; Notice to Proceed:

2.2 CONTRACTOR shall sign the Contract Agreement 14 calendar days.

Failure to comply with this requirement will result in forfeiture of being awarded this project and bids on future projects will not be accepted until the Contractor pays a 5 % penalty on the forfeited project (Per Elkhart County Drainage Board action 09-21-04).



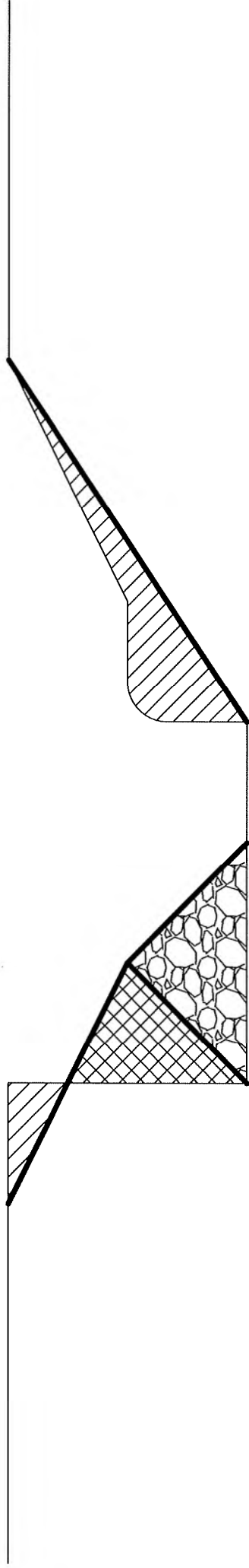
CUT

FILL

RIPRAP

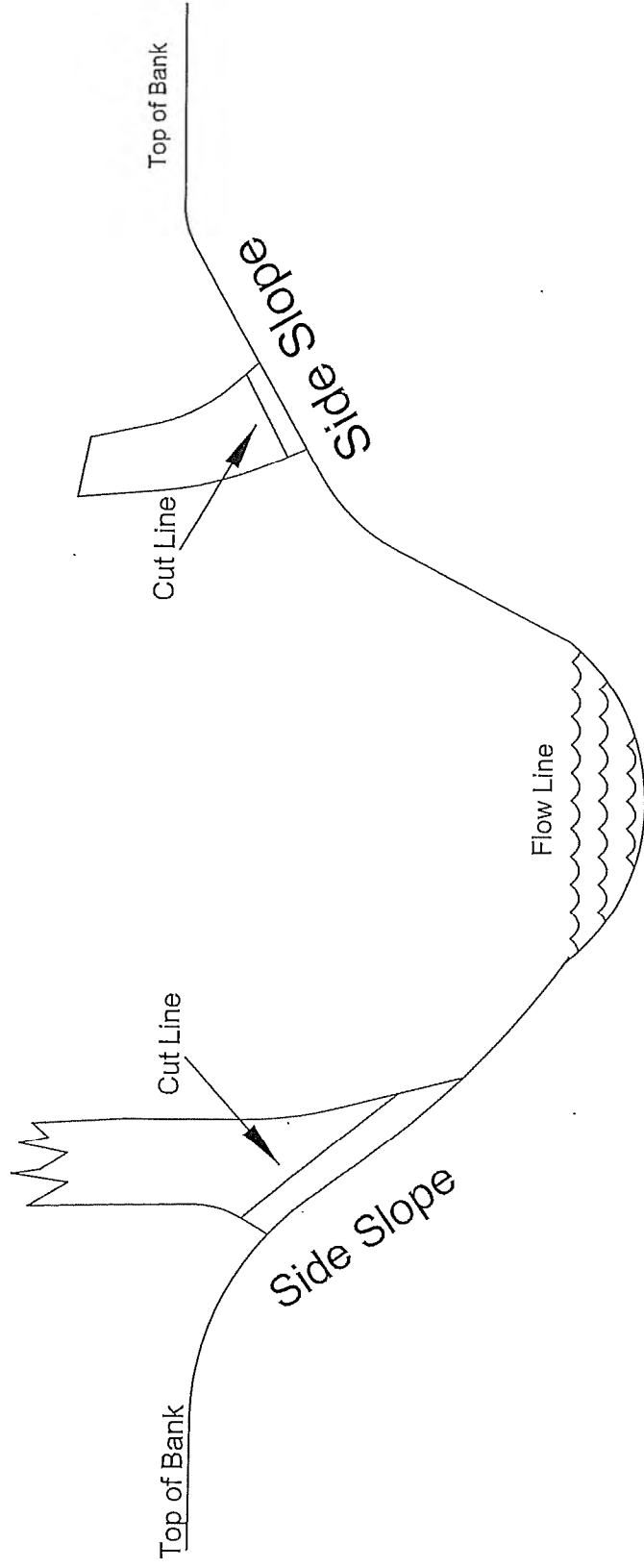
EXISTING

PROPOSED



TYP CROSS SECTION

TYPICAL STUMP CUTTING DETAIL







SITE A

Edgebrooke Ct

64+00

Kingston Ct

Elkhart

14

Horn Ditch

SITE B

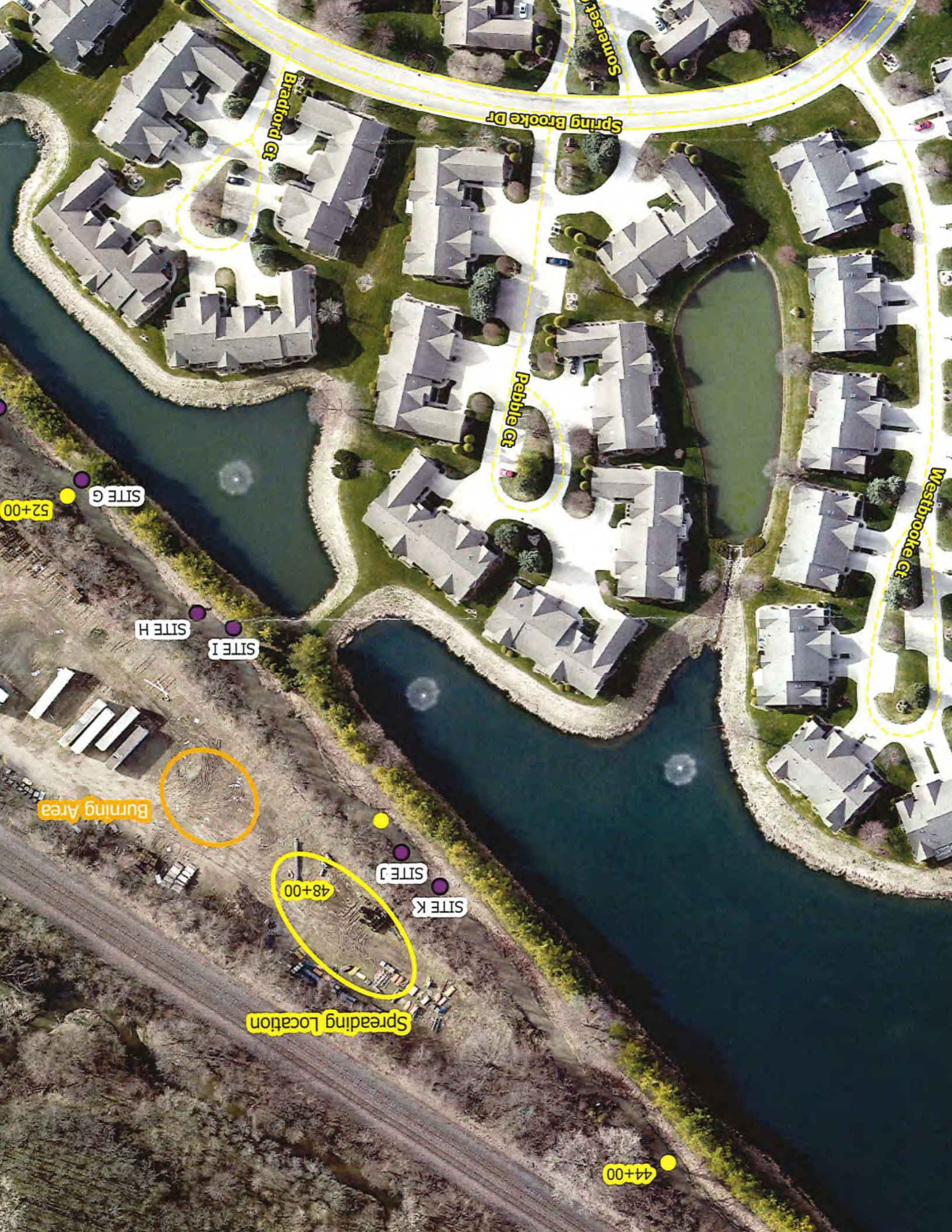
60+00

SITE C

SITE D

56+00

SITE E



Someset

Spring Brooke Dr

Bradford Ct

Pebble Ct

Westbrooke Ct

SITE G

52+00

SITE H

SITE I

Burning Area

48+00

SITE J

SITE K

Spreading Location

44+00

Provided pictures are a courtesy and not a substitute for inspecting the site in person before bidding.



SITE A Project #25-006 Horn Ditch Brushing and Maintenance Project: sandbar SITE A



SITE B Project #25-006 Horn Ditch Brushing and Maintenance Project: erosion SITE B



SITE B Project #25-006 Horn Ditch Brushing and Maintenance Project: erosion SITE B



SITE C Project #25-006 Horn Ditch Brushing and Maintenance Project: erosion SITE C



SITE D Project #25-006 Horn Ditch Brushing and Maintenance Project: erosion SITE D



SITE E Project #25-006 Horn Ditch Brushing and Maintenance project: sandbar SITE E



SITE E Project #25-006 Horn Ditch Brushing and Maintenance Project: erosion SITE E



SITE F Project #25-006 Horn Ditch Brushing and Maintenance Project: sandbar SITE F



SITE F Project #25-006 Horn Ditch Brushing and Maintenance Project: erosion SITE F



SITE F Project #25-006 Horn Ditch Brushing and Maintenance Project: erosion SITE F



SITE G Project #25-006 Horn Ditch Brushing and Maintenance Project: sandbar SITE G



SITE G Project #25-006 Horn Ditch Brushing and Maintenance Project: erosion SITE G



SITE H Project #25-006 Horn Dych Brushing and Maintenance Project: sandbar SITE H



SITE I Project #25-006 Horn Ditch Brushing and Maintenance Project: sandbar SITE I



SITE J Project #25-006 Horn Ditch Brushing and Maintenance Project: erosion SITE J



SITE K Project #25-006 Horn Ditch Brushing and Maintenance Project: sandbar SITE K



SITE L Project #25-006 Horn Ditch Brushing and Maintenance Project: erosion SITE L



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 4, 2025

To: Board of Public Works and Safety

From: Christina M. Bonham, Paralegal

Subject: Amendment to May 31, 2024, Agreement with Cathy's Cleaning Service for Cleaning Services of City Buildings

It is recommended that the Board approve and ratify Mayor Leichty's to execution of the attached Amendment to Agreement entered into on May 31, 2024 with Service Provider Cathy's Cleaning Service to now include cleaning services for certain leased spaces in the Historic County Courthouse located at 101 N. Main Street, Goshen, IN 46528, which is more particularly described in attached Exhibit A – Map of Certain Leased Areas to be Included in Cleaning Agreement, Exhibit B – Specifications for Cleaning Services and Exhibit C – Quote from Service Provider.

City agrees to compensate Service Provider the sum of Eight Thousand Three Hundred Twenty Dollars (\$8,320.)/year, which more specifically breaks down to One Hundred Sixty Dollars (\$160.)/week, for performing the Services under this Amendment. Additionally, City agrees to compensate Service Provider the sum of Two Hundred Twenty Dollars (\$220.) as a one-time charge for initial deep clean including storage room. Service Provider shall begin cleaning services in Historic County Courthouse mid-December 2025, pending completion of construction.

Suggested Motion:

Approve and ratify Mayor Leichty's execution of the attached Amendment to Agreement with Cathy's Cleaning Service to allow the City to add cleaning services to the current Agreement to include certain leased spaces in the Historic County Courthouse, which is more particularly described in Exhibits attached to the Amendment to Agreement.

AMENDMENT NO. 3

AGREEMENT WITH CATHY'S CLEANING SERVICE FOR CLEANING SERVICES OF CITY BUILDINGS

THIS AMENDMENT is entered into on November 20, 2025, which is the last signature date set forth below, by and between **Cathy's Cleaning Service** ("Service Provider"), whose mailing address is 10 EMS D24 A Lane, Syracuse, IN 46567, and **City of Goshen, Indiana**, a municipal corporation and political subdivision of the State of Indiana acting through the Goshen Board of Public Works and Safety ("City").

RECITALS

- (A) City and Service Provider entered into an Agreement on May 31, 2024, for cleaning services for certain City of Goshen properties.
- (B) The parties wish to amend the Agreement to include cleaning services for certain leased spaces in the Historic County Courthouse, more particularly described in the attached Exhibits.
- (C) Any modification or amendment to the terms and conditions of the Agreement shall be made in writing and signed by both parties.

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

SECTION 1. Scope of Services

1.01 The Agreement shall be amended by adding the following Services:

- (A) Service Provider shall provide City with cleaning services for the leased spaces at the Historic County Courthouse located at 101 N. Main Street, Goshen, IN 46528, more specifically outlined in attached Exhibit A.
- (B) Specifications for cleaning services are outlined in attached Exhibit B.
- (C) Quote from Service Provider for additional cleaning services for this amendment attached as Exhibit C.

SECTION 2. Effective Date; Term

- 2.01 The Amendment shall become effective on the day of execution and approval by both parties.
- 2.02 It is expected that cleaning services will begin mid-December 2025, pending completion of construction.

SECTION 3. Compensation

City agrees to compensate Service Provider the sum of Eight Thousand Three Hundred Twenty Dollars (\$8,320.)/year, which more specifically breaks down to One Hundred Sixty Dollars (\$160.)/week, for performing the Services under this Amendment. Additionally, City agrees to compensate Service Provider

the sum of Two Hundred Twenty Dollars (\$220.) as a one-time charge for initial deep clean including storage room.

SECTION 4. Original Agreement

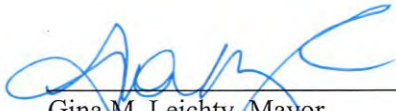
In all respects, all other provisions of the original Agreement not affected by this Amendment shall remain in full force and effect.

SECTION 5. Authority to Execute

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

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

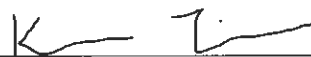
City of Goshen, Indiana
Goshen Board of Public Works and Safety



Gina M. Leichty, Mayor

Date Signed: November 20, 2025

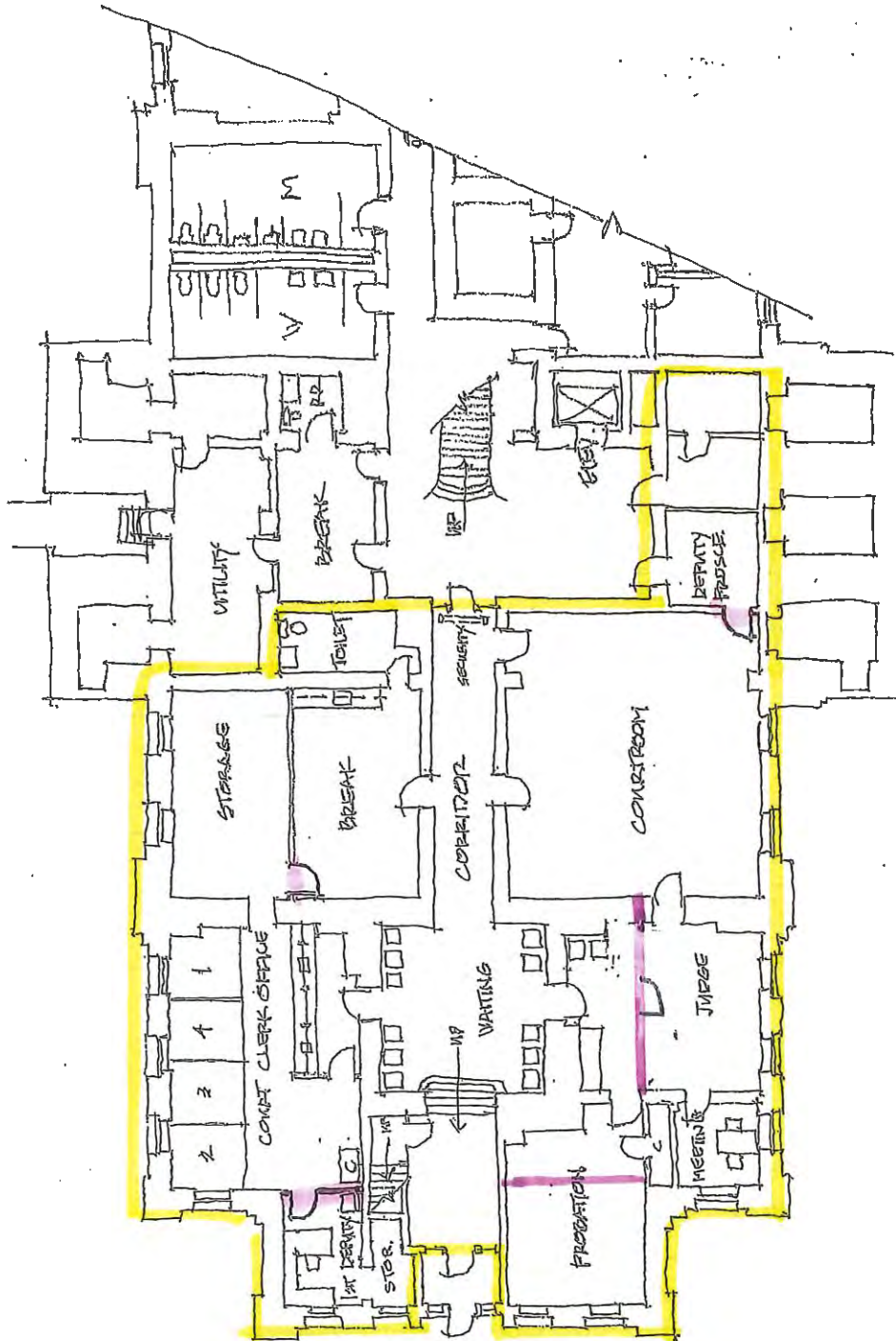
Cathy's Cleaning Service



Kara Trimmer, Owner

Date Signed: 11/18/25

EXHIBIT A



- GOSHEN CITY COURT & CLERK'S OFFICES - OPTION D

ELKHART COUNTY COURTHOUSE LOWER LEVEL - 3/24/25 - CHPE DESIGN
3/22/25 = 110'

— New walls & Doors
— County Clerk's Office

EXHIBIT B

Cleaning service quote

Goshen City Court & Clerk's Offices

101 N. Main Street

Goshen, IN. 46528

To be done each visit

Offices, court room and common areas

- Only desk to be cleaned is the Judges bench
- Office equipment to be cleaned and or dusted
- Cleaning both sides of the glass and sanitize the countertop in court
- Clean and sanitize countertops and spot clean the cupboards around coffee stations to include the sides of the units
- Floors vacuumed and or mopped to include mats
- Empty and dispose of trash and recycling, disposal location TBD

Breakroom/restrooms

- All flat surfaces dusted and or washed
- Clean and sanitize sinks, countertops, faucets and polish
- Spot check and clean cupboards as needed
- Remove cobwebs
- Clean exterior of appliances and polish (Microwaves to be cleaned inside and out)
- Floors vacuumed and mopped
- Empty and dispose of all trash and recycling
- Refill paper products and soap dispensers
- Clean baseboards especially around urinals, sink and soap dispensers
- Clean and sanitize all toilets, stall panels, doors and sinks
- Polish mirrors if required

Items to be done once weekly

- Sinks to be scrubbed to remove scale and soap scum (Comet or soft scrub type of cleaner)
- Trash can liners to be changed out
- Wipe down walls around the toilets, urinals and sinks
- Dust and or clean all flat surfaces, mirrors, woodwork, tables, chairs and courtroom counters to include polish and wall pictures

Items to be done semi-annually

- Dusting of window treatments, door frames and high ledges
- Cleaning of bathroom fan vents by dusting or vacuuming
- Dusting and or vacuuming of heating and cooling vents and lights as needed

Paper products, hand soap and trash can liners to be provided by the City of Goshen. Any cleaning solutions, equipment or other required materials are to be supplied by cleaning company. All terms and condition of the existing contract will apply.

No vinegar and water solution are to be used for cleaning purposes

Deep cleaning

Please quote separately a deep cleaning to be completed 1 time before the area is to be occupied. Once this date is given, I will notify you. The cost shall be included with the invoice sent to the address listed below.

City of Goshen

202 S. 5th Street

Goshen, IN. 46528

EXHIBIT C



October 20, 2025

101 N. Main Street
Goshen, IN 46528

Dear Mr. Halsey,

Thank you for giving us the opportunity to bid on Goshen City Courts and Clerk's Office. Cathy's Cleaning Service is an established business in Kosciusko County. Beginning with just a few residential clients over twenty years ago, our staff now services over a hundred residential and commercial clients. Cathy's Cleaning has proudly served several clients for over fifteen years.

As a thriving business, Cathy's Cleaning stays current with industry standards and procedures. We utilize floor care specialists that are IICRC certified for floor care. Our business is insured and bonded with Erie Business Insurance. We can provide copies upon request. All employees are covered under workers' compensation. The company is also a member of Cleaning for a Reason.

References:

Interra Bank: Annette Stauffer, 574-534-2506, ext.7412

Elkhart County Community Corrections: Karen Chandler 574-534-2210 ext. 20238

DJ Construction: Rem Yoder, 317-363-3830

Tippecanoe Country Club: Stephan Kostecky 574-453-4441

Thanks for the opportunity to bid on your job. Feel free to contact me with any questions.

Kara Trimmer

Kara Cleaning Inc

DBA: Cathy's Cleaning

10 EMS D24 A Lane

Syracuse, IN 46567

Office: 1-574-658-3939

Cell:1-574-536-7234

Email: ktrimmer@cleanwithcathy.com

Website: www.cleanwithcathy.com

Initial deep clean including storage room = \$220.00

Twice per week (Tuesday and Thursday after 5pm) = \$80.00 per clean

Weekly total = \$160.00

To be done each visit:

Offices, court room and common areas

- Only desk to be cleaned is the Judges bench
- Office equipment to be cleaned and or dusted
- Cleaning both sides of the glass and sanitize the countertop in court
- Clean and sanitize countertops and spot clean the cupboards around coffee stations to include the sides of the units
- Floors vacuumed and or mopped to include mats
- Empty and dispose of trash and recycling, disposal location TBD

Breakroom/restrooms

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- Clean and sanitize sinks, countertops, faucets and polish
- Spot check and clean cupboards as needed
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- Clean exterior of appliances and polish (Microwaves to be cleaned inside and out)
- Floors vacuumed and mopped
- Empty and dispose of all trash and recycling
- Refill paper products and soap dispensers
- Clean baseboards especially around urinals, sink and soap dispensers

- Clean and sanitize all toilets, stall panels, doors and sinks
- Polish mirrors if required

Items to be done once weekly

- Sinks to be scrubbed to remove scale and soap scum (Comet or soft scrub type of cleaner)
- Trash can liners to be changed out
- Wipe down walls around the toilets, urinals and sinks
- Dust and or clean all flat surfaces, mirrors, woodwork, tables, chairs and courtroom counters to include polish and wall pictures

Items to be done semi-annually

- Dusting of window treatments, door frames and high ledges
- Cleaning of bathroom fan vents by dusting or vacuuming
- Dusting and or vacuuming of heating and cooling vents and lights as needed

Paper products, hand soap and trash can liners to be provided by the City of Goshen. Any cleaning solutions, equipment or other required materials are to be supplied by cleaning company. All terms and conditions of the existing contract will apply.

No vinegar and water solution are to be used for cleaning purposes



**Engineering Department
CITY OF GOSHEN**

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

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

MEMORANDUM

TO: Board of Public Works and Safety

FROM: Goshen Engineering Department

RE: COLLEGE AVE, PHASE I – APPROVAL OF CONSTRUCTION ENGINEERING
SERVICES CONSULTANT CONTRACT WITH A&Z ENGINEERING
DES NO. 1900739, DES NO. 2101631, DES NO. 2501041
(JN 2019-0022)

DATE: December 4, 2025

INDOT re-advertised a request for proposals for Construction Engineering Services (CE or Construction Inspection) in October, on behalf of the City of Goshen. We received proposals from four (4) consultants. A scoring team evaluated each proposal based upon the established INDOT review process and chose A&Z Engineering as the highest-scoring consultant.

City staff have completed contract negotiations with A&Z Engineering and recommend approval of the attached LPA-Consulting Contract for construction inspection for the estimated three-year duration of the College Avenue, Phase I construction project, for a total amount not-to-exceed \$1,260,597. This contract is based on hourly labor rates, except for direct non-salary costs from sub-consultant work and expenses such as field equipment, supplies, and mileage, as detailed in Appendix D. Goshen Redevelopment approved the contract at their November meeting. INDOT and MACOG staff have also reviewed the contract.

Requested motion: Move to approve the Construction Engineering Services consultant contract with A&Z Engineering LLC, for the College Avenue Phase I project, for a not-to-exceed amount of \$1,260,597.

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

Gina Leichty, Mayor

Barb Swartley, Member

Mary Nichols, Member

Orv Myers, Member

Michael Landis, Member

LPA - CONSULTING CONTRACT

This Contract ("this Contract") is made and entered into effective as of _____, 20____ ("Effective Date") by and between City of Goshen, acting by and through its proper officials ("LOCAL PUBLIC AGENCY" or "LPA"), and A&Z Engineering LLC ("the CONSULTANT"), a limited liability company organized under the laws of the State of Indiana.

Des. No.'s : 1900739 (LEAD), 2101631, 2501041

Project Description: Full reconstruction of College Ave from US 33 to 450LF East of Century Dr, and full replacement of Elkhart Co Bridge #410 and new Pedestrian Bridge #106, and relocation and replacement of City of Goshen utilities within the reconstructed roadway.

RECITALS

WHEREAS, the LPA has entered into an agreement to utilize federal monies with the Indiana Department of Transportation ("INDOT") for a transportation or transportation enhancement project ("the Project"), which Project Coordination Contract is herein attached as Attachment 1 and incorporated as reference; and

WHEREAS, the LPA wishes to hire the CONSULTANT to provide services toward the Project completion more fully described in Appendix "A" attached hereto ("Services");

WHEREAS, the CONSULTANT has extensive experience, knowledge and expertise relating to these Services; and

WHEREAS, the CONSULTANT has expressed a willingness to furnish the Services in connection therewith.

NOW, THEREFORE, in consideration of the following mutual covenants, the parties hereto mutually covenant and agree as follows:

The "Recitals" above are hereby made an integral part and specifically incorporated into this Contract.

SECTION I SERVICES BY CONSULTANT. The CONSULTANT will provide the Services and deliverables described in Appendix "A" which is herein attached to and made an integral part of this Contract.

SECTION II INFORMATION AND SERVICES TO BE FURNISHED BY THE LPA. The information and services to be furnished by the LPA are set out in Appendix "B" which is herein attached to and made an integral part of this Contract.

SECTION III TERM. The term of this Contract shall be from the date of the last signature affixed to this Contract to the completion of the construction contract which is estimated to be November 2028. A schedule for completion of the Services and deliverables is set forth in Appendix "C" which is herein attached to and made an integral part of this Contract.

SECTION IV COMPENSATION. The LPA shall pay the CONSULTANT for the Services performed under this Contract as set forth in Appendix "D" which is herein attached to and made an integral part of this Contract. The maximum amount payable under this Contract shall not exceed \$1,260,597.00.

SECTION V NOTICE TO PROCEED AND SCHEDULE. The CONSULTANT shall begin the work to be performed under this Contract only upon receipt of the written notice to proceed from the LPA, and shall deliver the work to the LPA in accordance with the schedule contained in Appendix "C" which is herein attached to and made an integral part of this Contract.

SECTION VI GENERAL PROVISIONS

1. **Access to Records.** The CONSULTANT and any SUB-CONSULTANTS shall maintain all books, documents, papers, correspondence, accounting records and other evidence pertaining to the cost incurred under this Contract, and shall make such materials available at their respective offices at all reasonable times during the period of this Contract and for five (5) years from the date of final payment under the terms of this Contract, for inspection or audit by the LPA, INDOT and/or the Federal Highway Administration ("FHWA") or its authorized representative, and copies thereof shall be furnished free of charge, if requested by the LPA, INDOT, and/or FHWA. The CONSULTANT agrees that, upon request by any agency participating in federally-assisted programs with whom the CONSULTANT has contracted or seeks to contract, the CONSULTANT may release or make available to the agency any working papers from an audit performed by the LPA, INDOT and/or FHWA of the CONSULTANT and its SUB-CONSULTANTS in connection with this Contract, including any books, documents, papers, accounting records and other documentation which support or form the basis for the audit conclusions and judgments.

2. **Assignment; Successors.**
 - A. The CONSULTANT binds its successors and assignees to all the terms and conditions of this Contract. The CONSULTANT shall not assign or subcontract the whole or any part of this Contract without the LPA's prior written consent, except that the CONSULTANT may assign its right to receive payments to such third parties as the CONSULTANT may desire without the prior written consent of the LPA, provided that the CONSULTANT gives written notice (including evidence of such assignment) to the LPA thirty (30) days in advance of any payment so assigned. The assignment shall cover all unpaid amounts under this Contract and shall not be made to more than one party.

 - B. Any substitution of SUB-CONSULTANTS must first be approved and receive written authorization from the LPA. Any substitution or termination of a Disadvantaged Business Enterprise ("DBE") SUB-CONSULTANT must first be approved and receive written authorization from the LPA and INDOT's Economic Opportunity Division Director.

3. **Audit.** The CONSULTANT acknowledges that it may be required to submit to an audit of funds paid through this Contract. Any such audit shall be conducted in accordance with 48 CFR part 31 and audit guidelines specified by the State and/or in accordance with audit requirements specified elsewhere in this Contract.

4. **Authority to Bind Consultant.** The CONSULTANT warrants that it has the necessary authority to enter into this Contract. The signatory for the CONSULTANT represents that he/she has been duly authorized to execute this Contract on behalf of the CONSULTANT and has obtained all necessary or applicable approval to make this Contract fully binding upon the CONSULTANT when his/her signature is affixed hereto.

5. **Certification for Federal-Aid Contracts Lobbying Activities.**
 - A. The CONSULTANT certifies, by signing and submitting this Contract, to the best of its knowledge and belief after diligent inquiry, and other than as disclosed in writing to the LPA prior to or contemporaneously with the execution and delivery of this Contract by the CONSULTANT, the CONSULTANT has complied with Section 1352, Title 31, U.S. Code, and specifically, that:
 - i. No federal appropriated funds have been paid, or will be paid, by or on behalf of the CONSULTANT to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contracts, the making of any federal grant, the making of any federal loan, the

entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

- ii. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal Contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

- B. The CONSULTANT also agrees by signing this Contract that it shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000, and that all such sub-recipients shall certify and disclose accordingly. Any person who fails to sign or file this required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.

- 6. **Changes in Work.** The CONSULTANT shall not commence any additional work or change the scope of the work until authorized in writing by the LPA. The CONSULTANT shall make no claim for additional compensation or time in the absence of a prior written approval and amendment executed by all signatories hereto. This Contract may be amended, supplemented or modified only by a written document executed in the same manner as this Contract. The CONSULTANT acknowledges that no claim for additional compensation or time may be made by implication, oral agreements, actions, inaction, or course of conduct.

7. **Compliance with Laws.**

- A. The CONSULTANT shall comply with all applicable federal, state and local laws, rules, regulations and ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference. If the CONSULTANT violates such rules, laws, regulations and ordinances, the CONSULTANT shall assume full responsibility for such violations and shall bear any and all costs attributable to the original performance of any correction of such acts. The enactment of any state or federal statute, or the promulgation of regulations thereunder, after execution of this Contract, shall be reviewed by the LPA and the CONSULTANT to determine whether formal modifications are required to the provisions of this Contract.
- B. The CONSULTANT represents to the LPA that, to the best of the CONSULTANT'S knowledge and belief after diligent inquiry and other than as disclosed in writing to the LPA prior to or contemporaneously with the execution and delivery of this Contract by the CONSULTANT:
 - i. *State of Indiana Actions.* The CONSULTANT has no current or outstanding criminal, civil, or enforcement actions initiated by the State of Indiana pending, and agrees that it will immediately notify the LPA of any such actions. During the term of such actions, CONSULTANT agrees that the LPA may delay, withhold, or deny work under any supplement or amendment, change order or other contractual device issued pursuant to this Contract.
 - ii. *Professional Licensing Standards.* The CONSULTANT, its employees and SUBCONSULTANTS have complied with and shall continue to comply with all applicable licensing standards, certification standards, accrediting standards and any other laws, rules or regulations governing services to be provided by the CONSULTANT pursuant to this Contract.

- iii. *Work Specific Standards.* The CONSULTANT and its SUB-CONSULTANTS, if any, have obtained, will obtain and/or will maintain all required permits, licenses, registrations and approvals, as well as comply with all health, safety, and environmental statutes, rules, or regulations in the performance of work activities for the LPA.
 - iv. *Secretary of State Registration.* If the CONSULTANT is an entity described in IC Title 23, it is properly registered and owes no outstanding reports with the Indiana Secretary of State.
 - v. *Debarment and Suspension of CONSULTANT.* Neither the CONSULTANT nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from entering into this Contract by any federal agency or by any department, agency or political subdivision of the State and will immediately notify the LPA of any such actions. The term "principal" for purposes of this Contract means an officer, director, owner, partner, key employee, or 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 CONSULTANT or who has managerial or supervisory responsibilities for the Services.
 - vi. *Debarment and Suspension of any SUB-CONSULTANTS.* The CONSULTANT's SUB-CONSULTANTS are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from entering into this Contract by any federal agency or by any department, agency or political subdivision of the State. The CONSULTANT shall be solely responsible for any recoupment, penalties or costs that might arise from the use of a suspended or debarred SUBCONSULTANT. The CONSULTANT shall immediately notify the LPA and INDOT if any SUB-CONSULTANT becomes debarred or suspended, and shall, at the LPA's request, take all steps required by the LPA to terminate its contractual relationship with the SUB-CONSULTANT for work to be performed under this Contract.
- C. *Violations.* In addition to any other remedies at law or in equity, upon CONSULTANT'S violation of any of Section 7(A) through 7(B), the LPA may, at its sole discretion, do any one or more of the following:
- i. terminate this Contract; or
 - ii. delay, withhold, or deny work under any supplement or amendment, change order or other contractual device issued pursuant to this Contract.
- D. *Disputes.* If a dispute exists as to the CONSULTANT's liability or guilt in any action initiated by the LPA, and the LPA decides to delay, withhold, or deny work to the CONSULTANT, the CONSULTANT may request that it be allowed to continue, or receive work, without delay. The CONSULTANT must submit, in writing, a request for review to the LPA. A determination by the LPA under this Section 7.D shall be final and binding on the parties and not subject to administrative review. Any payments the LPA may delay, withhold, deny, or apply under this section shall not be subject to penalty or interest under IC 5-17-5.
8. **Condition of Payment.** The CONSULTANT must perform all Services under this Contract to the LPA's reasonable satisfaction, as determined at the discretion of the LPA and in accordance with all applicable federal, state, local laws, ordinances, rules, and regulations. The LPA will not pay for work not performed to the LPA's reasonable satisfaction, inconsistent with this Contract or performed in violation of federal, state, or local law (collectively, "deficiencies") until all deficiencies are remedied in a timely manner.

9. Confidentiality of LPA Information.

- A. The CONSULTANT understands and agrees that data, materials, and information disclosed to the CONSULTANT may contain confidential and protected information. Therefore, the CONSULTANT covenants that data, material, and information gathered, based upon or disclosed to the CONSULTANT for the purpose of this Contract, will not be disclosed to others or discussed with third parties without the LPA's prior written consent.
- B. The parties acknowledge that the Services to be performed by the CONSULTANT for the LPA under this Contract may require or allow access to data, materials, and information containing Social Security numbers and maintained by the LPA in its computer system or other records. In addition to the covenant made above in this section and pursuant to 10 IAC 5-3-1(4), the CONSULTANT and the LPA agree to comply with the provisions of IC 4-1-10 and IC 4-1-11. If any Social Security number(s) is/are disclosed by the CONSULTANT, the CONSULTANT agrees to pay the cost of the notice of disclosure of a breach of the security of the system in addition to any other claims and expenses for which it is liable under the terms of this Contract.

- 10. Delays and Extensions.** The CONSULTANT agrees that no charges or claim for damages shall be made by it for any minor delays from any cause whatsoever during the progress of any portion of the Services specified in this Contract. Such delays, if any, shall be compensated for by an extension of time for such period as may be determined by the LPA subject to the CONSULTANT's approval, it being understood, however, that permitting the CONSULTANT to proceed to complete any services, or any part of them after the date to which the time of completion may have been extended, shall in no way operate as a waiver on the part of the LPA of any of its rights herein. In the event of substantial delays or extensions, or change of any kind, not caused by the CONSULTANT, which causes a material change in scope, character or complexity of work the CONSULTANT is to perform under this Contract, the LPA at its sole discretion shall determine any adjustments in compensation and in the schedule for completion of the Services. CONSULTANT must notify the LPA in writing of a material change in the work immediately after the CONSULTANT first recognizes the material change.

11. DBE Requirements.

- A. Notice is hereby given to the CONSULTANT and any SUB-CONSULTANT, and both agree, that failure to carry out the requirements set forth in 49 CFR Sec. 26.13(b) shall constitute a breach of this Contract and, after notification and failure to promptly cure such breach, may result in termination of this Contract or such remedy as INDOT deems appropriate. The referenced section requires the following assurance to be included in all subsequent contracts between the CONSULTANT and any SUB-CONSULTANT:

The CONSULTANT, sub recipient or SUB-CONSULTANT shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The CONSULTANT shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the CONSULTANT to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy, as INDOT, as the recipient, deems appropriate.

- B. The CONSULTANT shall make good faith efforts to achieve the DBE percentage goal that may be included as part of this Contract with the approved DBE SUB-CONSULTANTS identified on its Affirmative Action Certification submitted with its Letter of Interest, or with approved amendments. Any changes to a DBE firm listed in the Affirmative Action Certification must be requested in writing and receive prior approval by the LPA and INDOT's Economic Opportunity Division Director. After this Contract is completed and if a DBE SUB-CONSULTANT has performed services thereon, the CONSULTANT must complete, and return, a Disadvantaged Business Enterprise Utilization Affidavit ("DBE-3 Form") to INDOT's Economic Opportunity

Division Director. The DBE-3 Form requires certification by the CONSULTANT AND DBE SUB-CONSULTANT that the committed contract amounts have been paid and received.

12. Non-Discrimination.

- A. Pursuant to I.C. 22-9-1-10, the Civil Rights Act of 1964, and the Americans with Disabilities Act, the CONSULTANT shall not discriminate against any employee or applicant for employment, to be employed in the performance of work under this Contract, with respect to hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of race, color, religion, sex, disability, national origin, ancestry or status as a veteran. Breach of this covenant may be regarded as a material breach of this Contract. Acceptance of this Contract also signifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination in the provision of services based on race, color, national origin, age, sex, disability or status as a veteran.
- B. The CONSULTANT understands that the LPA is a recipient of federal funds. Pursuant to that understanding, the CONSULTANT agrees that if the CONSULTANT employs fifty (50) or more employees and does at least \$50,000.00 worth of business with the State and is not exempt, the CONSULTANT will comply with the affirmative action reporting requirements of 41 CFR 60-1.7. The CONSULTANT shall comply with Section 202 of executive order 11246, as amended, 41 CFR 60-250, and 41 CFR 60-741, as amended, which are incorporated herein by specific reference. Breach of this covenant may be regarded as a material breach of Contract.

It is the policy of INDOT to assure full compliance with Title VI of the Civil Rights Act of 1964, the Americans with Disabilities Act and Section 504 of the Vocational Rehabilitation Act and related statutes and regulations in all programs and activities. Title VI and related statutes require that no person in the United States shall on the grounds of race, color or national origin be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. (INDOT's Title VI enforcement shall include the following additional grounds: sex, ancestry, age, income status, religion and disability.)

- C. The CONSULTANT shall not discriminate in its selection and retention of contractors, including without limitation, those services retained for, or incidental to, construction, planning, research, engineering, property management, and fee contracts and other commitments with persons for services and expenses incidental to the acquisitions of right-of-way.
- D. The CONSULTANT shall not modify the Project in such a manner as to require, on the basis of race, color or national origin, the relocation of any persons. (INDOT's Title VI enforcement will include the following additional grounds; sex, ancestry, age, income status, religion and disability).
- E. The CONSULTANT shall not modify the Project in such a manner as to deny reasonable access to and use thereof to any persons on the basis of race, color or national origin. (INDOT's Title VI enforcement will include the following additional grounds; sex, ancestry, age, income status, religion and disability.)
- F. The CONSULTANT shall neither allow discrimination by contractors in their selection and retention of subcontractors, lessors and/or material suppliers, nor allow discrimination by their subcontractors in their selection of subcontractors, lessors or material suppliers, who participate in construction, right-of-way clearance and related projects.

- G. The CONSULTANT shall take appropriate actions to correct any deficiency determined by itself and/or the Federal Highway Administration ("FHWA") within a reasonable time period, not to exceed ninety (90) days, in order to implement Title VI compliance in accordance with INDOT's assurances and guidelines.
- H. During the performance of this Contract, the CONSULTANT, for itself, its assignees and successors in interest (hereinafter referred to as the "CONSULTANT") agrees as follows:
- (1) **Compliance with Regulations:** The CONSULTANT shall comply with the Regulation relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Contract.
 - (2) **Nondiscrimination:** The CONSULTANT, with regard to the work performed by it during the Contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
 - (3) **Solicitations for SUBCONSULTANTS, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the CONSULTANT for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential SUBCONSULTANT or supplier shall be notified by the CONSULTANT of the CONSULTANT'S obligations under this Contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
 - (4) **Information and Reports:** The CONSULTANT shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the LPA or INDOT to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information the CONSULTANT shall so certify to the LPA, or INDOT as appropriate, and shall set forth what efforts it has made to obtain the information.
 - (5) **Sanctions for Noncompliance:** In the event of the CONSULTANT'S noncompliance with the nondiscrimination provisions of this contract, the LPA shall impose such contract sanctions as it or INDOT may determine to be appropriate, including, but not limited to:
 - (a) withholding of payments to the CONSULTANT under the Contract until the CONSULTANT complies, and/or
 - (b) cancellation, termination or suspension of the Contract, in whole or in part.
 - (6) **Incorporation of Provisions:** The CONSULTANT shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

The CONSULTANT shall take such action with respect to any SUBCONSULTANT procurement as the LPA or INDOT may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that, in the event a CONSULTANT becomes involved in, or is threatened with, litigation with a SUBCONSULTANT or supplier as a result of such direction, the CONSULTANT may request the LPA to enter into such litigation to protect the interests of the LPA, and, in addition, the CONSULTANT may request the United States to enter into such litigation to protect the interests of the United States.

13. Disputes.

- A. Should any disputes arise with respect to this Contract, the CONSULTANT and the LPA agree to act promptly and in good faith to resolve such disputes in accordance with this Section 13. Time is of the essence in the resolution of disputes.
- B. The CONSULTANT agrees that the existence of a dispute notwithstanding, it will continue without delay to carry out all of its responsibilities under this Contract that are not affected by the dispute. Should the CONSULTANT fail to continue to perform its responsibilities regarding all non-disputed work, without delay, any additional costs (including reasonable attorneys' fees and expenses) incurred by the LPA or the CONSULTANT as a result of such failure to proceed shall be borne by the CONSULTANT.
- C. If a party to this Contract is not satisfied with the progress toward resolving a dispute, the party must notify the other party of this dissatisfaction in writing. Upon written notice, the parties have ten (10) business days, unless the parties mutually agree in writing to extend this period, following the written notification to resolve the dispute. If the dispute is not resolved within ten (10) business days, a dissatisfied party may submit the dispute in writing to initiate negotiations to resolve the dispute. The LPA may withhold payments on disputed items pending resolution of the dispute.

14. Drug-Free Workplace Certification.

- A. The CONSULTANT hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace, and that it will give written notice to the LPA within ten (10) days after receiving actual notice that an employee of the CONSULTANT in the State of Indiana has been convicted of a criminal drug violation occurring in the CONSULTANT's workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of Contract payments, termination of this Contract and/or debarment of contracting opportunities with the LPA.
- B. The CONSULTANT certifies and agrees that it will provide a drug-free workplace by:
 - i. Publishing and providing to all of its employees a statement notifying their employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the CONSULTANT's workplace and specifying the actions that will be taken against employees for violations of such prohibition.
 - ii. Establishing a drug-free awareness program to inform its employees of (1) the dangers of drug abuse in the workplace; (2) the CONSULTANT's policy of maintaining a drug-free workplace; (3) any available drug counseling, rehabilitation, and employee assistance programs; and (4) the penalties that may be imposed upon an employee for drug abuse violations occurring in the workplace;

- iii. Notifying all employees in the statement required by subparagraph 14.B.i above that as a condition of continued employment, the employee will (1) abide by the terms of the statement; and (2) notify the CONSULTANT of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;
- iv. Notifying in writing the LPA within ten (10) days after receiving notice from an employee under subdivision 14.B.iii(2) above, or otherwise receiving actual notice of such conviction;
- v. Within thirty (30) days after receiving notice under subdivision 14.B.iii(2) above of a conviction, imposing the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace: (1) take appropriate personnel action against the employee, up to and including termination; or (2) require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency; and
- vi. Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs 14.B.i. through 14.B.v. above.

15. Employment Eligibility Verification. The CONSULTANT affirms under the penalties of perjury that he/she/it does not knowingly employ an unauthorized alien.

The CONSULTANT shall enroll in and verify the work eligibility status of all his/her/its newly hired employees through the E-Verify program as defined in IC 22-5-1.7-3. The CONSULTANT is not required to participate should the E-Verify program cease to exist. Additionally, the CONSULTANT is not required to participate if the CONSULTANT is self-employed and does not employ any employees.

The CONSULTANT shall not knowingly employ or contract with an unauthorized alien. The CONSULTANT shall not retain an employee or contract with a person that the CONSULTANT subsequently learns is an unauthorized alien.

The CONSULTANT shall require his/her/its subcontractors, who perform work under this Contract, to certify to the CONSULTANT that the SUB-CONSULTANT does not knowingly employ or contract with an unauthorized alien and that the SUB-CONSULTANT has enrolled and is participating in the E-Verify program. The CONSULTANT agrees to maintain this certification throughout the duration of the term of a contract with a SUB-CONSULTANT.

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

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 fire, natural disaster, acts of God, acts of war, terrorism, civil disorders, decrees of governmental bodies, strikes, lockouts, labor or supply disruptions or similar causes beyond the reasonable control of the affected party (hereinafter referred to as a Force Majeure Event), the party who has been so affected shall immediately give written notice to the other party of the occurrence of the Force Majeure Event (with a description in reasonable detail of the circumstances causing such Event) and shall do everything reasonably possible to resume performance. Upon receipt of such written notice, all obligations under this Contract shall be immediately suspended for as long as such Force Majeure Event continues and provided that the affected party continues to use commercially reasonable efforts to recommence performance whenever and to whatever extent possible without delay. If the period of nonperformance exceeds thirty (30) days from the receipt of written 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.

17. **Governing Laws.** This Contract shall be construed in accordance with and governed by the laws of the State of Indiana and the suit, if any, must be brought in the State of Indiana. The CONSULTANT consents to the jurisdiction of and to venue in any court of competent jurisdiction in the State of Indiana.
18. **Liability.** If the CONSULTANT or any of its SUB-CONSULTANTS fail to comply with any federal requirement which results in the LPA's repayment of federal funds to INDOT the CONSULTANT shall be responsible to the LPA, for repayment of such costs to the extent such costs are caused by the CONSULTANT and/or its SUB-CONSULTANTS.
19. **Indemnification.** The CONSULTANT agrees to indemnify the LPA, and their agents, officials, and employees, and to hold each of them harmless, from claims and suits including court costs, attorney's fees, and other expenses caused by any negligent act, error or omission of, or by any recklessness or willful misconduct by, the CONSULTANT and/or its SUB-CONSULTANTS, if any, under this Contract, provided that if the CONSULTANT is a "contractor" within the meaning of I.C. 8-3-2-12.5, this indemnity obligation shall be limited by and interpreted in accordance with I.C. 8-23-2-12-5. The LPA shall not provide such indemnification to the CONSULTANT.
20. **Independent Contractor.** Both parties hereto, in the performance of this Contract, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever. Neither party will assume liability for any injury (including death) to any persons, or damage to any property, arising out of the acts or omissions of the agents or employees of the other party. The CONSULTANT shall be responsible for providing all necessary unemployment and workers' compensation insurance for its employees.
21. **Insurance - Liability for Damages.**
 - A. The CONSULTANT shall be responsible for the accuracy of the Services performed under this Contract and shall promptly make necessary revisions or corrections resulting from its negligence, errors or omissions without any additional compensation from the LPA. Acceptance of the Services by the LPA shall not relieve the CONSULTANT of responsibility for subsequent correction of its negligent act, error or omission or for clarification of ambiguities. The CONSULTANT shall have no liability for the errors or deficiencies in designs, drawings, specifications or other services furnished to the CONSULTANT by the LPA on which the Consultant has reasonably relied, provided that the foregoing shall not relieve the CONSULTANT from any liability from the CONSULTANT'S failure to fulfill its obligations under this Contract, to exercise its professional responsibilities to the LPA, or to notify the LPA of any errors or deficiencies which the CONSULTANT knew or should have known existed.
 - B. During construction or any phase of work performed by others based on Services provided by the CONSULTANT, the CONSULTANT shall confer with the LPA when necessary for the purpose of interpreting the information, and/or to correct any negligent act, error or omission. The CONSULTANT shall prepare any plans or data needed to correct the negligent act, error or omission without additional compensation, even though final payment may have been received by the CONSULTANT. The CONSULTANT shall give immediate attention to these changes for a minimum of delay to the project.
 - C. The CONSULTANT shall be responsible for damages including but not limited to direct and indirect damages incurred by the LPA as a result of any negligent act, error or omission of the CONSULTANT, and for the LPA's losses or costs to repair or remedy construction. Acceptance of the Services by the LPA shall not relieve the CONSULTANT of responsibility for subsequent correction.

- D. The CONSULTANT shall be required to maintain in full force and effect, insurance as described below from the date of the first authorization to proceed until the LPA's acceptance of the work product. The CONSULTANT shall list both the LPA and INDOT as insureds on any policies. The CONSULTANT must obtain insurance written by insurance companies authorized to transact business in the State of Indiana and licensed by the Department of Insurance as either admitted or non-admitted insurers.
- E. The LPA, its officers and employees assume no responsibility for the adequacy of limits and coverage in the event of any claims against the CONSULTANT, its officers, employees, sub-consultants or any agent of any of them, and the obligations of indemnification in Section 19 herein shall survive the exhaustion of limits of coverage and discontinuance of coverage beyond the term specified, to the fullest extent of the law.
- F. The CONSULTANT shall furnish a certificate of insurance and all endorsements to the LPA prior to the commencement of this Contract. Any deductible or self-insured retention amount or other similar obligation under the insurance policies shall be the sole obligation of the CONSULTANT. Failure to provide insurance as required in this Contract is a material breach of Contract entitling the LPA to immediately terminate this Contract.

I. Professional Liability Insurance

The CONSULTANT must obtain and carry professional liability insurance as follows: For INDOT Prequalification **Work Types** 1.1, 12.2-12.6 the CONSULTANTS shall provide not less than \$250,000.00 professional liability insurance per claim and \$250,000.00 aggregate for all claims for negligent performance. For **Work Types** 2.2, 3.1, 3.2, 4.1, 4.2, 5.5, 5.8, 5.11, 6.1, 7.1, 8.1, 8.2, 9.1, 9.2, 10.1 – 10.4, 11.1, 13.1, 14.1 – 14.5, the CONSULTANTS shall carry professional liability insurance in an amount not less than \$1,000,000.00 per claim and \$1,000,000.00 aggregate for all claims for negligent performance. The CONSULTANT shall maintain the coverage for a period ending two (2) years after substantial completion of construction.

II. Commercial General Liability Insurance

The CONSULTANT must obtain and carry Commercial / General liability insurance as follows: For INDOT Prequalification **Work Types** 2.1, 6.1, 7.1, 8.1, 8.2, 9.1, 9.2, 10.1 – 10.4, 11.1, 13.1, 14.1 – 14.5, the CONSULTANT shall carry \$1,000,000.00 per occurrence, \$2,000,000.00 general aggregate. Coverage shall be on an occurrence form, and include contractual liability. The policy shall be amended to include the following extensions of coverage:

1. Exclusions relating to the use of explosives, collapse, and underground damage to property shall be removed.
2. The policy shall provide thirty (30) days notice of cancellation to LPA.
3. The CONSULTANT shall name the LPA as an additional insured.

III. Automobile Liability

The CONSULTANT shall obtain automobile liability insurance covering all owned, leased, borrowed, rented, or non-owned autos used by employees or others on behalf of the CONSULTANT for the conduct of the CONSULTANT's business, for an amount not less than \$1,000,000.00 Combined Single Limit for Bodily Injury and Property Damage. The term "automobile" shall include private passenger autos, trucks, and similar type vehicles licensed for use on public highways. The policy shall be amended to include the following extensions of coverage:

1. Contractual Liability coverage shall be included.
2. The policy shall provide thirty (30) days notice of cancellation to the LPA.
3. The CONSULTANT shall name the LPA as an additional insured.

IV. Watercraft Liability (When Applicable)

1. When necessary to use watercraft for the performance of the CONSULTANT's Services under the terms of this Contract, either by the CONSULTANT, or any SUB-CONSULTANT, the CONSULTANT or SUB-CONSULTANT operating the watercraft shall carry watercraft liability insurance in the amount of \$1,000,000 Combined Single Limit for Bodily Injury and Property Damage, including Protection & Indemnity where applicable. Coverage shall apply to owned, non-owned, and hired watercraft.
2. If the maritime laws apply to any work to be performed by the CONSULTANT under the terms of the agreement, the following coverage shall be provided:
 - a. United States Longshoremen & Harbor workers
 - b. Maritime Coverage - Jones Act
3. The policy shall provide thirty (30) days notice of cancellation to the LPA.
4. The CONSULTANT or SUB-CONSULTANT shall name the LPA as an additional insured.

V. Aircraft Liability (When Applicable)

1. When necessary to use aircraft for the performance of the CONSULTANT's Services under the terms of this Contract, either by the CONSULTANT or SUB-CONSULTANT, the CONSULTANT or SUB-CONSULTANT operating the aircraft shall carry aircraft liability insurance in the amount of \$5,000,000 Combined Single Limit for Bodily Injury and Property Damage, including Passenger Liability. Coverage shall apply to owned, non-owned and hired aircraft.
2. The policy shall provide thirty (30) days notice of cancellation to the LPA.
3. The CONSULTANT or SUB-CONSULTANT shall name the LPA as an additional insured.

22. **Merger and Modification.** This Contract constitutes the entire agreement between the parties. No understandings, agreements or representations, oral or written, not specified within this Contract will be valid provisions of this Contract. This Contract may not be modified, supplemented or amended, in any manner, except by written agreement signed by all necessary parties.

23. **Notice to Parties:** Any notice, request, consent or communication (collectively a "Notice") under this Agreement shall be effective only if it is in writing and (a) personally delivered; (b) sent by certified or registered mail, return receipt requested, postage prepaid; or (c) sent by a nationally recognized overnight delivery service, with delivery confirmed and costs of delivery being prepaid, addressed as follows:

Notices to the LPA shall be sent to:

City of Goshen
Engineering Department
204 East Jefferson St Suite 1, Goshen IN 46528

With copy to: City of Goshen Legal Department
204 E. Jefferson Street, Suite 2
Goshen, Indiana 46526

Notices to the CONSULTANT shall be sent to:

Mark G Voss
1220 Ruston Pass Fort Wayne 46825
mark@az-engineering.net

or to such other address or addresses as shall be furnished in writing by any party to the other party. Unless the sending party has actual knowledge that a Notice was not received by the intended recipient, a Notice shall be deemed to have been given as of the date (i) when personally delivered; (ii) three (3) days after the date deposited with the United States mail properly addressed; or (iii) the next day when delivered during business hours to overnight delivery service, properly addressed and prior to such delivery service's cut off time for next day delivery. The parties acknowledge that notices delivered by facsimile or by email shall not be effective.

24. **Order of Precedence; Incorporation by Reference.** Any inconsistency or ambiguity in this Contract shall be resolved by giving precedence in the following order: (1) This Contract and attachments, (2) RFP document, (3) the CONSULTANT's response to the RFP document, and (4) attachments prepared by the CONSULTANT. All of the foregoing are incorporated fully by reference.
25. **Ownership of Documents and Materials.** All documents, records, programs, data, film, tape, articles, memoranda, and other materials not developed or licensed by the CONSULTANT prior to execution of this Contract, but specifically developed under this Contract shall be considered "work for hire" and the CONSULTANT assigns and transfers any ownership claim to the LPA and all such materials ("Work Product") will be the property of the LPA. The CONSULTANT agrees to execute and deliver such assignments or other documents as may be requested by the LPA. Use of these materials, other than related to contract performance by the CONSULTANT, without the LPA's prior written consent, is prohibited. During the performance of this Contract, the CONSULTANT shall be responsible for any loss of or damage to any of the Work Product developed for or supplied by INDOT and used to develop or assist in the Services provided herein while any such Work Product is in the possession or control of the CONSULTANT. Any loss or damage thereto shall be restored at the CONSULTANT's expense. The CONSULTANT shall provide the LPA full, immediate, and unrestricted access to the Work Product during the term of this Contract. The CONSULTANT represents, to the best of its knowledge and belief after diligent inquiry and other than as disclosed in writing prior to or contemporaneously with the execution of this Contract by the CONSULTANT, that the Work Product does not infringe upon or misappropriate the intellectual property or other rights of any third party. The CONSULTANT shall not be liable for the use of its deliverables described in Appendix "A" on other projects without the express written consent of the CONSULTANT or as provided in Appendix "A". The LPA acknowledges that it has no claims to any copyrights not transferred to INDOT under this paragraph.
26. **Payments.** All payments shall be made in arrears and in conformance with the LPA's fiscal policies and procedures.
27. **Penalties, Interest and Attorney's Fees.** The LPA will in good faith perform its required obligations hereunder, and does not agree to pay any penalties, liquidated damages, interest, or attorney's fees, except as required by Indiana law in part, IC 5-17-5, I. C. 34-54-8, and I. C. 34-13-1.

28. **Pollution Control Requirements.** If this Contract is for \$100,000 or more, the CONSULTANT:
- i. Stipulates that any facility to be utilized in performance under or to benefit from this Contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities issued pursuant to the requirements of the Clean Air Act, as amended, and the Federal Water Pollution Control Act, as amended;
 - ii. Agrees to comply with all of the requirements of section 114 of the Clean Air Act and section 308 of the Federal Water Pollution Control Act, and all regulations and guidelines issued thereunder; and
 - iii. Stipulates that, as a condition of federal aid pursuant to this Contract, it shall notify INDOT and the Federal Highway Administration of the receipt of any knowledge indicating that a facility to be utilized in performance under or to benefit from this Contract is under consideration to be listed on the EPA Listing of Violating Facilities.
29. **Severability.** The invalidity of any section, subsection, clause or provision of this Contract shall not affect the validity of the remaining sections, subsections, clauses or provisions of this Contract.
30. **Status of Claims.** The CONSULTANT shall give prompt written notice to the LPA any claims made for damages against the CONSULTANT resulting from Services performed under this Contract and shall be responsible for keeping the LPA currently advised as to the status of such claims. The CONSULTANT shall send notice of claims related to work under this Contract to:
31. **Sub-consultant Acknowledgement.** The CONSULTANT agrees and represents and warrants to the LPA, that the CONSULTANT will obtain signed Sub-consultant Acknowledgement forms, from all SUB-CONSULTANTS providing Services under this Contract or to be compensated for Services through this Contract. The CONSULTANT agrees to provide signed originals of the Sub-consultant Acknowledgement form(s) to the LPA for approval prior to performance of the Services by any SUB-CONSULTANT.
32. **Substantial Performance.** This Contract shall be deemed to be substantially performed only when fully performed according to its terms and conditions and any modification or Amendment thereof.
33. **Taxes.** The LPA will not be responsible for any taxes levied on the CONSULTANT as a result of this Contract.
34. **Termination for Convenience.**
- A. The LPA may terminate, in-whole or in part, whenever, for any reason, when the LPA determines that such termination is in its best interests. Termination or partial termination of Services shall be effected by delivery to the CONSULTANT of a Termination Notice at least fifteen (15) days prior to the termination effective date, specifying the extent to which performance of Services under such termination becomes effective. The CONSULTANT shall be compensated for Services properly rendered prior to the effective date of termination. The LPA will not be liable for Services performed after the effective date of termination.
 - B. If the LPA terminates or partially terminates this Contract for any reason regardless of whether it is for convenience or for default, then and in such event, all data, reports, drawings, plans, sketches, sections and models, all specifications, estimates, measurements and data pertaining to the project, prepared under the terms or in fulfillment of this Contract, shall be delivered within ten (10) days to the LPA. In the event of the failure by the CONSULTANT to make such delivery upon demand, the CONSULTANT shall pay to the LPA any damage (including costs and reasonable attorneys' fees and expenses) it may sustain by reason thereof.

35. **Termination for Default.**

- A. With the provision of twenty (20) days written notice to the CONSULTANT, the LPA may terminate this Contract in whole or in part if
- (i) the CONSULTANT fails to:
 1. Correct or cure any breach of this Contract within such time, provided that if such cure is not reasonably achievable in such time, the CONSULTANT shall have up to ninety (90) days from such notice to effect such cure if the CONSULTANT promptly commences and diligently pursues such cure as soon as practicable.
 2. Deliver the supplies or perform the Services within the time specified in this Contract or any amendment or extension.
 3. Make progress so as to endanger performance of this Contract; or
 4. Perform any of the other provisions of this Contract to be performed by the CONSULTANT; or
 - (ii) if any representation or warranty of the CONSULTANT is untrue or inaccurate in any material respect at the time made or deemed to be made.
- B. If the LPA terminates this Contract in whole or in part, it may acquire, under the terms and in the manner the LPA considers appropriate, supplies or services similar to those terminated, and the CONSULTANT will be liable to the LPA for any excess costs for those supplies or services. However, the CONSULTANT shall continue the work not terminated.
- C. The LPA shall pay the contract price for completed supplies delivered and Services accepted. The CONSULTANT and the LPA shall agree on the amount of payment for manufactured materials delivered and accepted and for the protection and preservation of the property. Failure to agree will be a dispute under the Disputes clause (see Section 13). The LPA may withhold from the agreed upon price for Services any sum the LPA determine necessary to protect the LPA against loss because of outstanding liens or claims of former lien holders.
- D. The rights and remedies of the LPA in this clause are in addition to any other rights and remedies provided by law or equity or under this Contract.
- E. **Default by the LPA.** If the CONSULTANT believes the LPA is in default of this Contract, it shall provide written notice immediately to the LPA describing such default. If the LPA fails to take steps to correct or cure any material breach of this Contract within sixty (60) days after receipt of such written notice, the CONSULTANT may cancel and terminate this Contract and institute the appropriate measures to collect monies due up to and including the date of termination, including reasonable attorney fees and expenses, provided that if such cure is not reasonably achievable in such time, the LPA shall have up to one hundred twenty (120) days from such notice to effect such cure if the LPA promptly commences and diligently pursues such cure as soon as practicable. The CONSULTANT shall be compensated for Services properly rendered prior to the effective date of such termination. The CONSULTANT agrees that it has no right of termination for non-material breaches by the LPA.

36. **Waiver of Rights.** No rights conferred on either party under this Contract shall be deemed waived, and no breach of this Contract excused, unless such waiver or excuse is approved in writing and signed by the party claimed to have waived such right. Neither the LPA's review, approval or acceptance of, nor payment for, the Services required under this Contract shall be construed to operate as a waiver of any rights under this Contract or of any cause of action arising out of the performance of this Contract, and the CONSULTANT shall be and remain liable to the LPA in accordance with applicable law for all damages to the LPA caused by the CONSULTANT's negligent performance of any of the Services furnished under this Contract.
37. **Work Standards/Conflicts of Interest.** The CONSULTANT shall understand and utilize all relevant INDOT standards including, but not limited to, the most current version of the Indiana Department of Transportation Design Manual, where applicable, and other appropriate materials and shall perform all Services in accordance with the standards of care, skill and diligence required in Appendix "A" or, if not set forth therein, ordinarily exercised by competent professionals doing work of a similar nature.
38. **No Third-Party Beneficiaries.** This Agreement is solely for the benefit of the parties hereto. Other than the indemnity rights under this Contract, nothing contained in this Agreement is intended or shall be construed to confer upon any person or entity (other than the parties hereto) any rights, benefits or remedies of any kind or character whatsoever.
39. **No Investment in Iran.** As required by IC 5-22-16.5, the CONSULTANT certifies that the CONSULTANT is not engaged in investment activities in Iran. Providing false certification may result in the consequences listed in IC 5-22-16.5-14, including termination of this Contract and denial of future state contracts, as well as an imposition of a civil penalty.
40. **Assignment of Antitrust Claims.** The CONSULTANT assigns to the State all right, title and interest in and to any claims the CONSULTANT now has, or may acquire, under state or federal antitrust laws relating to the products or services which are the subject of this Contract.

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Non-Collusion.

The undersigned attests, subject to the penalties for perjury, that he/she is the CONSULTANT, or that he/she is the properly authorized representative, agent, member or officer of the CONSULTANT, that he/she has not, nor has any other member, employee, representative, agent or officer of the CONSULTANT, directly or indirectly, to the best of his/her knowledge, entered into or offered to enter into any combination, collusion or agreement to receive or pay, and that he/she has not received or paid, any sum of money or other consideration for the execution of this Contract other than that which appears upon the face of this Contract. **Furthermore, if the undersigned has knowledge that a state officer, employee, or special state appointee, as those terms are defined in IC §4-2-6-1, has a financial interest in the Contract, the Party attests to compliance with the disclosure requirements in IC §4-2-6-10.5.**

In Witness Whereof, the CONSULTANT and the LPA have, through duly authorized representatives, entered into this Contract. The parties having read and understand the forgoing terms of this Contract do by their respective signatures dated below hereby agree to the terms thereof.

CONSULTANT
A&Z Engineering LLC

LOCAL PUBLIC AGENCY
Goshen Board of Public Works and Safety

Signature

Warren Zwick, Member

Signature

Mayor Gina M. Leichty, Member

Signature

Mary Nichols, Member

Signature

Michael Landis, Member

Attest:

Signature

Barb Swartley, Member

Signature

Jamal Anabtawi, Member

Signature

Orv Myers, Member

Goshen Redevelopment Commission


Signature

Brian Garber, President


Signature

Jonathan Graber, Secretary

APPENDIX "A".

SERVICES TO BE FURNISHED BY CONSULTANT:

In fulfillment of this Contract, the CONSULTANT shall comply with the requirements of the appropriate regulations and requirements of the Indiana Department of Transportation and Federal Highway Administration.

The CONSULTANT shall be responsible for performing the following activities:

A. Engineering Personnel

For the fulfillment of all services outlined in Section B below, the CONSULTANT will provide one (1) fulltime Project Supervisor/Engineer, and Inspection personnel as required for a period of time necessary to complete the construction project and final construction records. The qualifications and experiences of personnel provided by the CONSULTANT are subject to approval by the Local Public Agency and the Indiana Department of Transportation (INDOT) and no personnel will be assigned to the project until Local Public Agency and INDOT approval is obtained. The fulltime Project Engineer/Supervisor (PE/S) will take directions from and report to the Indiana Department of Transportation's Area Engineer on all matters concerning contract compliance and administration. The fulltime Project Engineer/Supervisor will coordinate project activities with the Local Public Agency's Project Coordinator and Indiana Department of Transportation's Area Engineer.

B. Description of Services

1. Construction Schedule: Review the construction schedule prepared by the Contractor for compliance with the Contract and give to the Local Public Agency detailed documentation concerning its acceptability.
2. Conferences: Attend pre-construction conferences as directed by the Local Public Agency, arrange a schedule of bi-weekly progress meetings, and such other job conferences as required for the timely and acceptable conduct of the job, and submit such schedules prepared, to the Local Public Agency, and assist in the notification to those who are expected to attend. Record for the Local Public Agency, as directed, minutes of such meetings and distribute minutes within three (3) business days following such meetings. The CONSULTANT shall be available for conferences as requested by the Local Public Agency, State, and Federal Highway Administration to review working details of the project. The Local Public Agency, State and Federal Highway Administration may review and inspect the activities whenever desired during the life of the Agreement.
3. Liaison: Serve as the Local Public Agency's liaison with the contractor, working principally through the Contractor's field superintendent or such other person in authority as designated by the Contractor. Acting in liaison capacity, the fulltime Project Engineer/Supervisor shall be thoroughly familiar with the plans and specifications applicable to the project to ensure that all provisions therein are complied with. Any deviation observed shall be reported to the Local Public Agency and INDOT by the full-time Project Engineer/Supervisor.
4. Cooperate with the Local Public Agency in dealing with the various Federal, State and Local Agencies having jurisdiction over the project. The Project Engineer/Supervisor shall coordinate and communicate with the Elkhart County Representative regarding work related to Elkhart Co Bridge #410, providing all Records, Shop Drawings, results of on-site inspections and testing of materials, Conference notices and minutes, and any other pertinent information required by the County Representative for their oversight of the Elkhart Co Bridge #410 project work.
5. Assist the Local Public Agency and INDOT in obtaining from the Contractor a list of his proposed suppliers and sub-contractors.

6. Assist the Local Public Agency and INDOT in obtaining from the Contractor additional details or information when needed at the job site for proper execution of work.
7. Equipment – Furnish all equipment necessary to sample and test materials in accordance with INDOT's procedures.
8. Samples -- Obtain field samples of materials delivered to the site as required by the State and deliver such samples to the appropriate INDOT laboratory office.
9. Shop Drawings:
 - a. Receive shop drawings and falsework drawings. Check for completeness and then forward to INDOT personnel for approval.
 - b. Review approved shop and falsework drawings, specifications and other submissions, record receipt of this data, maintain a file of all drawings and submissions, and check construction for compliance in accordance with the Contract Documents.
 - c. Alert the Contractor's field superintendent when it is observed that materials or equipment are being or about to be used or installed before approval of shop drawings or samples, where such are required, and advise the Local Public Agency and INDOT when he believes it is necessary to disapprove work as failing to conform to the Contract Documents.
10. Review of Work, Inspection and Tests:
 - a. Conduct on-site inspections for the Local Public Agency of the work in progress as a basis for determining that the project is proceeding in accordance with the Contract Documents. The inspections will include electronic photo documentation representative of daily work activities, including work the Project Engineer / Supervisor believes does not conform to Contract Documents when photo documentation would usefully illustrate such non-conformance. Photos will include a stamp on the image displaying the date and time the picture was taken and will be accessible to the Local Public Agency. All photo documentation will be provided to the Local Public Agency at the completion of the project.
 - b. Provide on-site acceptance testing of materials in the manner and extent prescribed by the latest edition of the Indiana State Highway Commission Construction Manual and in accordance with current accepted practices.
 - c. Accompany visiting inspectors, representing Local, State or Federal Agencies having jurisdiction over the project, and report details of such inspection to the Local Public Agency and Indiana Department of Transportation.
 - d. Verify that required testing has been accomplished.
11. Modification(s): Consider and evaluate the Contractor's suggestions for modifications in drawings and/or specifications and report them with recommendations to the Local Public Agency and Indiana Department of Transportation.
12. Records:
 - a. Prepare and maintain at the job site orderly files of correspondence, reports of job conferences, shop drawings and other submissions, reproductions of original Contract Documents, including all addenda, change orders, and additional drawings subsequent to the award of the Contract, progress reports and other project related documents.
 - b. Keep a diary or logbook, recording hours on the job site, weather conditions, list of visiting officials, decisions, general observations, and specific observations with regard to test procedures. Upon request furnish copies of such a diary or logbook to the Local Public Agency.
 - c. Maintain for the Local Public Agency, a record of names, addresses and telephone numbers of all sub-contractors and major material suppliers.
 - d. Maintain a set of drawings on which authorized changes are noted, and deliver to the Local Public Agency upon request, but in any event at the completion of the project. Coordinate with the Contractor to provide one final and combined set of record drawings.
 - e. Create water / sewer cards for each property where water and/or sanitary services are altered during the project and provide to the Local Public Agency.

- f. Manage updates to the City of Goshen Lead Service Line Inventory GIS Dashboard on behalf of the Local Public Agency.
 - g. Provide as-built locations of structures, storm outfalls, water valves, hydrants, sanitary cleanouts, force main valves, and other point LPA utility data in a shapefile or other GIS-compatible format for Local Public Agency use in updating GIS records as project activity progresses. Transfer data to the Local Public Agency at regular intervals during active utility work, and upon request given reasonable notice.
 - h. Prepare the Final Construction Record and Final Estimate as required by the INDOT and the Local Public Agency.
13. Reports: Furnish to the INDOT and the Local Public Agency at periodic intervals, as required, progress reports of the project including the Contractor's compliance with the approved construction schedule:
 14. Progress Estimates: Prepare progress estimates for periodic partial payments to the Contractor and deliver to the Local Public Agency and Indiana Department of Transportation for review and processing. The payments to the Contractor will be based on estimates of the value of work performed and materials complete in place in accordance with the contract.
 15. Project Responsibility: The Project Supervisor/Engineer will be responsible for the documentation of pay quantities and estimates, and the maintenance of appropriate records related to the construction of this project.
 16. Work Schedule and Suspension: The consultant's crew will be required to regulate their work week to conform to the contractor's hours in accordance with the directions of the INDOT's Area Engineer. If work on the construction project is suspended and all matters concerning contract compliance and administration are complete, the services of the consultant may also be suspended without cost to the project.
 17. Contract Administration: The CONSULTANT will administer the contract in accordance with Indiana Department of Transportation's procedures.
 18. Coordination with the Public: Serve as the Local Public Agency's liaison with residents, property owners, homeowner's associations, businesses, local police and emergency services, local schools, mail delivery, and waste collection services regarding the project, answering questions or facilitating the resolution of concerns in cooperation with the Contractor and in consultation with the Local Public Agency and INDOT. Coordination will also include attending up to two public meetings.
 19. Coordination regarding Access and Local Public Agency Services:
 - a. Ensure changes to access and planned water and sewer utility service interruptions are organized and communicated to affected residents, businesses, homeowner's associations, local emergency services, local schools, mail delivery and waste collection services, and the Local Public Agency in a timely manner.
 - b. Monitor and assist in communication during planned utility service outages to ensure that water and sanitary mains and services are shut down and restored with minimal impact.
 - c. Update the Goshen Public Notices GIS page with road closure information.
 - d. Assist Local Public Agency staff in documenting estimated water loss during water utility work within the project.
 20. Conflict of Interest: The CONSULTANT acknowledges and agrees that the CONSULTANT, a firm associated with the CONSULTANT or an individual associated with the CONSULTANT cannot accept or perform any work (including but not limited to construction engineering, production staking, falsework drawings, shop drawings) for the contractor, material supplier of the contractor or for any of the contractor's subcontractors on this project. For purposes of this section a firm is associated with the CONSULTANT if the firm and CONSULTANT have a

common director, common officer or a common owner. For purposes of this section an individual is associated with the CONSULTANT if the individual is an employee of the CONSULTANT or an employee of a firm associated with the CONSULTANT. For purposes of this section the following definitions shall be used:

Director – Any member of the board of directors of a corporation.

Officer – The president, secretary, treasurer, or such other officers as may be prescribed by the corporation bylaws.

Owner – A sole proprietor, any partner in a partnership, or any shareholder of a corporation.

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APPENDIX "B"

INFORMATION AND SERVICES TO BE FURNISHED BY THE LPA:

The LPA shall furnish the CONSULTANT with the following:

1. Utility relocation plans
2. Contacts for businesses adjacent to the project, the Spring Brooke HOA, and the Amish community east of the project
3. Additional local specifications and standard drawings applicable to the project, upon request
4. Plans of existing bridge within the project limits, as available from Elkhart County
5. Other information pertinent to the project, as available and upon request
6. The Local Public Agency will designate an employee as Project Coordinator (or "Project Representative") to serve as the primary point of contact to coordinate activities between CONSULTANT, INDOT, and the Local Public Agency.

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APPENDIX "C"

SCHEDULE:

No work under this Contract shall be performed by the CONSULTANT until the CONSULTANT receives a written notice to proceed from the LPA.

All work by the CONSULTANT under this Contract shall be completed and delivered to the LPA for review and approval within the approximate time periods shown in the following submission schedule:

The CONSULTANT will be prepared to begin the work under this Agreement within five (5) days after a letter of notification to proceed is received from the Local Public Agency. The CONSULTANT shall complete and deliver the final construction record and final estimate to the District and LPA Project Representative within forty-five (45) working days after the contractor's last day of work.

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APPENDIX "D"

1.0 AMOUNT OF PAYMENT

- 1.1 The CONSULTANT shall receive as payment for the work performed under this Contract the total amount NOT To Exceed \$1,260,597.00 unless a supplement is executed by the parties that increases the maximum amount payable.
- 1.2 The CONSULTANT will be paid for the actual hours of work performed exclusively on this Contract in accordance with the following negotiated hourly billing rates per classification:

<u>Classification</u>	<u>Hourly Rates</u>	
	<u>Reg. Rate</u>	<u>Ovt. Rate</u>
Sr. Project Manager/Principle (Licensed PE)	\$ 259.00	-
Sr. Engineer/Sr. Designer/ Sr Const. Supervisor	\$ 123.00	-
Project Supervisor/RPR (Non-Engineer)	\$ 120.00	\$ 140.00
Inspector	\$ 106.00	\$ 124.00

- 1.3 For those services performed by the CONSULTANT, the CONSULTANT will be reimbursed the direct non-salary costs (the actual costs of such out-of-pocket expenses directly attributable to the Contract such as fares, round trip mileage from CONSULTANT'S personal place of residence to the INDOT's assigned job site including the mileage at the job site, long distance calls, equipment rentals, reproductions, etc.) as approved by INDOT. The direct non-salary costs for travel reimbursement shall not exceed the limitations on travel expenses set out in the current State of Indiana policy on travel reimbursement. The CONSULTANT shall provide personnel local to the assigned District, county, or project as published in the Request for Proposal or as otherwise agreed to and stated herein such that lodging and subsistence expenses are not incurred. Travel time will not be reimbursable for less than 50 miles commute each way from CONSULTANT'S personal residence to the assigned work location.
- 1.4 For those services performed by other than the CONSULTANT, the CONSULTANT will be reimbursed for the actual invoice for the services performed by other than the CONSULTANT, provided that each such invoice shall be subject to approval as reasonable by LOCAL PUBLIC AGENCY prior to any reimbursement thereof.
- 1.5 The CONSULTANT shall submit monthly timesheets for each employee working on this Contract to the LOCAL PUBLIC AGENCY. Hours worked by the employee shall be recorded to the nearest 0.25 hour.
- 1.6 The CONSULTANT shall not bill for overtime premium for any individual until forty hours have been worked on the Contract for the week by that individual. Holiday hours not worked on the Contract do not apply to the forty-hour weekly total.
- 1.7 The actual amount payable shall be determined in accordance with a final audit by INDOT's Division of Finance.

2.0 METHOD OF PAYMENT

- 2.1 The CONSULTANT may submit a maximum of one invoice voucher per calendar month for work covered under this Contract. The invoice vouchers shall be submitted to the LOCAL PUBLIC AGENCY. Invoices may be submitted electronically to:

City of Goshen
Engineering Department
204 East Jefferson St Suite 1, Goshen IN 46528
Email: engineering@goshencity.com

- 2.2 The invoice vouchers shall represent the value, to the LOCAL PUBLIC AGENCY, of the partially completed work as of the date of the invoice voucher. When submitting an invoice, the CONSULTANT shall furnish a copy of records showing the individuals who worked on the Contract during the month, their classification, the number of hours worked since the last invoice voucher was submitted, and the hourly rate.
- 2.3 If the LOCAL PUBLIC AGENCY does not agree with the amount claimed by the CONSULTANT on an invoice voucher, the LOCAL PUBLIC AGENCY will send the CONSULTANT a letter and list the differences between actual and claimed progress. The letter will be sent by regular mail and electronically, via email, to the CONSULTANT'S address listed in Section VI, General Provisions, item 23, Notices to Parties, of this Contract or the CONSULTANTS' last known address.
- 2.4 If, prior to the satisfactory completion of the services under this Contract, the total of costs incurred by the CONSULTANT is within ten percent (10%) of the maximum amount payable, the CONSULTANT shall notify INDOT and the LOCAL PUBLIC AGENCY and the status will be evaluated.
- 2.5 The CONSULTANT shall submit to INDOT and the LOCAL PUBLIC AGENCY a list of personnel, along with job classification and salary, the firm is planning to use on work covered by this Contract. No additions in personnel or changes in personnel salaries shall be effective for purpose of the Contract until approved by INDOT and the LOCAL PUBLIC AGENCY.

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**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: Engineering Department

**RE: BIENNIAL BRIDGE INSPECTIONS - APPROVAL OF PROFESSIONAL SERVICES
CONSULTANT CONTRACT WITH DLZ
(JN 2026-0003)**

Date: December 4, 2025

The Engineering Department received proposals from three (3) consultants in response to our 2026/2028 Goshen Biennial Bridge Inspection Program RFP, due November 5th. A scoring team evaluated each proposal based upon the RFP's review process and chose DLZ as the highest-scoring consultant.

DLZ has submitted fee proposal for the estimated 2.5-year duration of the in-service bridge inspections project, for a total amount not-to-exceed \$31,350. The anticipated cost impacts are \$21,100 for work completed on/before September 25, 2026 and the remaining \$10,250 to be completed on/before July 31, 2028.

This contract is paid based on negotiated labor rates, except for expenses such as mileage, as detailed in the attached contract.

Suggested Motion: Approve the Professional Services consultant contract with DLZ, for the Biennial Bridge Inspections project, for a not-to-exceed amount of \$31,350.

AGREEMENT WITH DLZ INDIANA, LLC

FOR BRIDGE INSPECTIONS IN 2026/2028; JN: 2026-0003

THIS AGREEMENT is entered into on _____, 2025, which is the date of the last signature set forth on the signature page, by and between **DLZ Indiana, LLC** (“Contractor”), whose mailing address is 2211 E. Jefferson Blvd., South Bend, IN 43315, and **City of Goshen, Indiana** (“City”), a municipal corporation and political subdivision of the State of Indiana acting through the Goshen Board of Public Works and Safety.

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

Section 1. Component Parts of this Agreement

- (A) This Agreement shall include these terms and conditions, as well as the terms and conditions set forth in the following documents:
 - (1) Map & Summary of Bridge Locations attached to this Agreement as Exhibit A.
 - (2) Contractor’s Negotiated Hourly Billing Rates through 2028 attached to this Agreement as Exhibit B.
 - (3) Scope of Services attached to this Agreement as Exhibit C.
- (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) Documents listed as Exhibits A, B, and C (collectively “Exhibits”) in subsection A above.

Section 2. Scope of Services

Contractor shall provide City the services for the 2026-2028 Biennial Bridge Inspection Program, which services are more particularly described in “Scope of Services” attached to this Agreement as Exhibit C (hereinafter referred to as “Duties”).

Section 3. Effective Date; Term

- (A) The agreement shall become effective on the day of execution and approval by both parties.
- (B) Contractor acknowledges that time is of the essence and that the timely performance of its Duties is an important element of this agreement. Contractor shall perform all Duties as expeditiously as is consistent with professional skill and care in the orderly progress of the Duties.
- (C) Contractor shall commence the Duties as soon as practical after receiving a notice to proceed from City.
- (D) Contractor shall complete all Duties for Phase I on or before September 25, 2026, and shall complete all Duties for Phase II on or before July 31, 2028.

Section 4. Compensation

(A) City agrees to compensate Contractor total sum not-to-exceed \$31,350.00 for performing all Duties, as further broken down in (B) below. This total includes the fees for inspection of Bridge 402, which is listed as “Alternate #1” on attached Exhibit A: Map & Summary of Bridge Locations.

(B) City agrees to compensate Contractor as follows for performing all Duties for each Phase:

Phase I Bridge Inspections.....Not-to-Exceed \$21,100.00

Phase II Bridge InspectionsNot-to-Exceed \$10,250.00

NOTE: In the event the inspection of Bridge 402 is not required, a credit of \$1,200.00 for Phase I and a credit of \$1,400.00 for Phase II will be issued to City by Contractor.

Section 5. Payment

(A) City shall pay Contractor for each phase of Duties satisfactorily completed under this agreement as Duties progress.

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

City of Goshen
c/o Goshen Engineering Department
204 East Jefferson Street, Suite 1
Goshen, IN 46528
Email is also acceptable at bradminnick@goshencity.com

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

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

Section 6. Ownership of Documents

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

Section 7. Licensing/Certification Standards

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

Section 8. Independent Contractor

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

Section 9. Non-Discrimination

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

Section 10. Employment Eligibility Verification

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

Section 11. Contracting with Relatives

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

Section 12. No Investment Activities in Iran

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

Section 13. Indemnification

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

Section 14. Insurance

- (A) Prior to commencing work, the Contractor shall furnish City a certificate of insurance in accordance with the following minimum requirements, shall maintain the insurance in full force and effect, and shall keep on deposit at all times during the term of the contract with City the certificates of proof issued by the insurance carrier that such insurance is in full force and effect.
- (B) Each certificate shall require that written notice be given to the City at least thirty (30) days prior to the cancellation or a material change in the policy.
- (C) Contractor shall at least include the following types of insurance with the following minimum limits of liability:
 - (1) Workers Compensation and Employer's Liability - Statutory Limits
 - (2) General Liability - Combined Bodily Injury and Property Damage, \$1,000,000 each occurrence and \$2,000,000 aggregate. The City of Goshen is to be named as an additional insured.
 - (3) Automobile Liability - Combined Bodily Injury and Property Damage, \$1,000,000 each occurrence and \$2,000,000 aggregate. The City of Goshen is to be named as an additional insured.
 - (4) Professional Liability - Combined Bodily Injury and Property Damage, \$1,000,000 each occurrence and aggregate
 - (5) Excess Umbrella Coverage - \$4,000,000 each occurrence

Section 15. Force Majeure

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

Section 16. Default

- (A) If Contractor fails to perform the services or comply with the provisions of this agreement, then Contractor may be considered in default.
- (B) It shall be mutually agreed that if Contractor fails to perform the services or comply with the provisions of this contract, City may issue a written notice of default and provide a period of time that shall not be less than fifteen (15) days in which Contractor shall have the opportunity to cure. If the default is not cured within the time period allowed, the contract may be terminated by the City. In the event of default and failure to satisfactorily remedy the default after receipt of written notice, the City may otherwise secure similar services in any manner deemed proper by the City, and Contractor shall be liable to the City for any excess costs incurred
- (C) Contractor may also be considered in default by the City if any of the following occur:
 - (1) There is a substantive breach by Contractor of any obligation or duty owed under the provisions of this contract.
 - (2) Contractor is adjudged bankrupt or makes an assignment for the benefit of creditors.
 - (3) Contractor becomes insolvent or in an unsound financial condition so as to endanger performance under the contract.
 - (4) Contractor becomes the subject of any proceeding under law relating to bankruptcy, insolvency or reorganization, or relief from creditors and/or debtors.
 - (5) A receiver, trustee, or similar official is appointed for Contractor or any of Contractor's property.
 - (6) Contractor is determined to be in violation of federal, state, or local laws or regulations and that such determination renders Contractor unable to perform the services described under these Specification Documents.
 - (7) The contract or any right, monies or claims are assigned by Contractor without the consent of the City.

Section 17. Termination

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

Section 18. Notice

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

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

Contractor: DLZ Indiana, LLC
Attention: Miguel Trevino, P.E.
2211 East Jefferson Blvd.
South Bend, IN 43315

Section 19. Subcontracting or Assignment

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

Section 20. Amendments

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

Section 21. Waiver of Rights

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

Section 22. Applicable Laws

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

Section 23. Miscellaneous

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

Section 24. Severability

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

Section 25. Binding Effect

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

Section 26. Entire Agreement

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

Section 27. Authority to Execute

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

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

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

DLZ Indiana, LLC

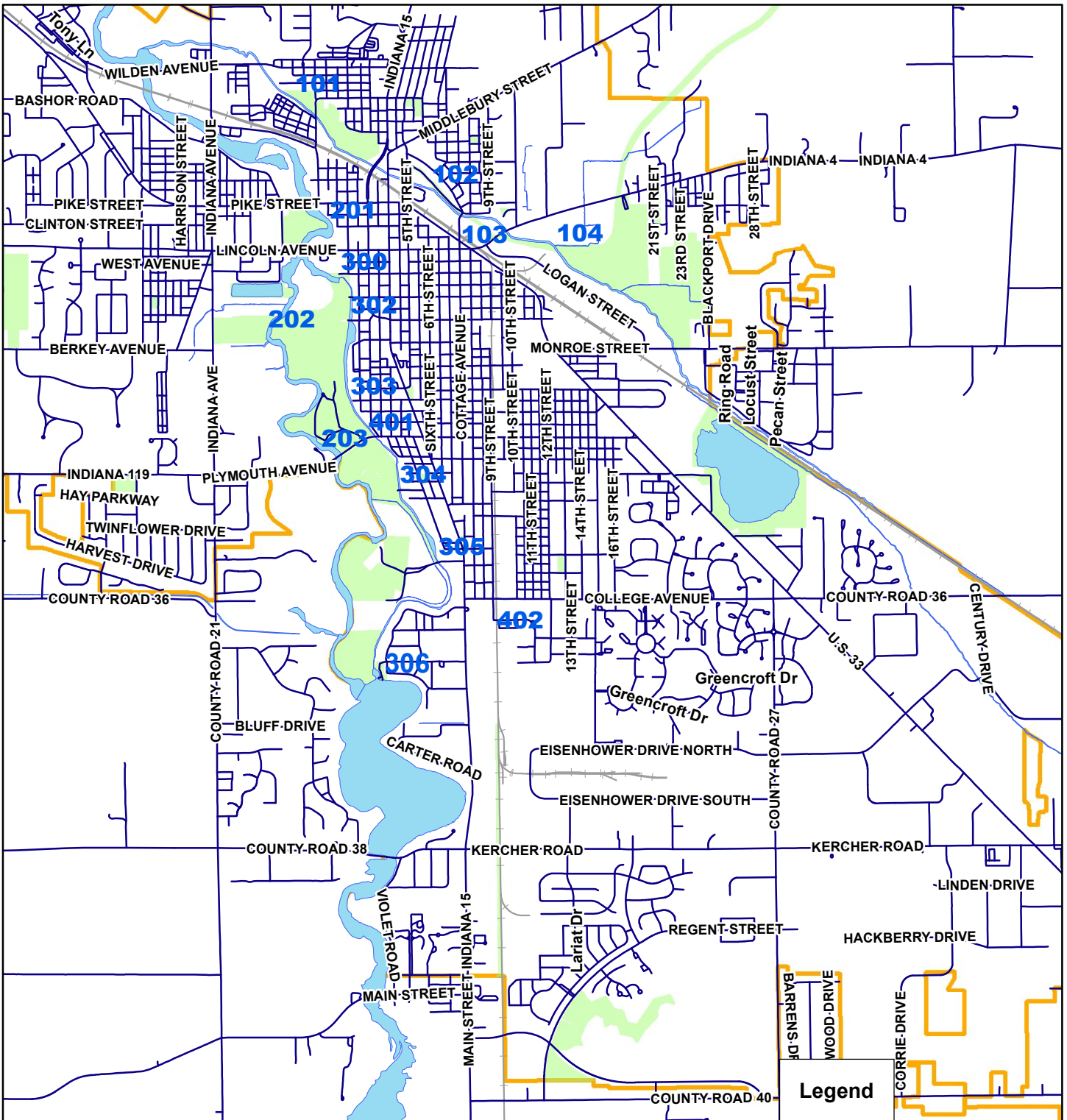
Gina M. Leichthy, Mayor

Miguel Trevino, P.E., Vice President

Date Signed: _____

Date Signed: _____

EXHIBIT A



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

Bridge Locations

Date: 2/27/2020

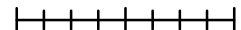
Drawn by: LNB

Legend



Feet

0 850 1,700 3,400



1 inch = 3,000 feet

The City of Goshen

Department of Public Works & Safety
Office of Engineering

204 East Jefferson Street, Goshen, Indiana 46528
Phone: 574-534-2201 Fax: 574-533-8626

Summary of Bridge Locations	
<u>Bridge Number</u>	<u>Location</u>
101	Pedestrian Bridge West of First Street over Rock Run Creek Connecting Oakridge Park to Oakridge Cemetery
102	Pedestrian Bridge at North Fifth Street Water Plant over Rock Run Creek
103	Pedestrian Bridge at Crescent Street over Rock Run Creek
104	Pedestrian Bridge South of Lincoln Avenue over Rock Run Creek
201	Pedestrian Bridge at Clinton Street over the Elkhart River into Rogers Park
202	Pedestrian Bridge over Elkhart River Connecting Shanklin Park and New Street
203	Pedestrian Bridge at Plymouth Avenue over the Elkhart River
300	Bridge at Millrace Powerhouse over the Canal
301	Bridge at Jefferson Street over the Canal
302	Bridge at Madison Street over the Canal
303	Pedestrian Bridge at Douglas Street over the Canal and into Shanklin Park
304	Pedestrian Bridge at Murray over the Canal
305	Bridge at Waverly Avenue over the Canal
306	Pedestrian Bridge over Canal @ Goshen Dam
401	Plymouth Avenue/SR119 Pedestrian Tunnel
Alternate #1	
<u>Bridge Number</u>	<u>Location</u>
402	Pedestrian Tunnel under Railroad Tracks on Goshen College Campus

NEGOTIATED HOURLY BILLING RATES DLZ - PROPOSED RATES

Bill Class Code	CLASSIFICATION	2025	2026	2027	2028
		HOURLY BILLING RATE thru 6/30/2026	HOURLY BILLING RATE thru 6/30/2026 (Projected)	HOURLY BILLING RATE thru 6/30/2027 (Projected)	HOURLY BILLING RATE thru 6/30/2027 (Projected)
			3.0%	3.0%	3.0%
001	Officer	\$ 250.12	\$ 257.62	\$ 265.35	\$ 273.31
002	Officer Part Time	\$ 250.12	\$ 257.62	\$ 265.35	\$ 273.31
003	Director	\$ 250.12	\$ 257.62	\$ 265.35	\$ 273.31
005	Division Manager	\$ 250.12	\$ 257.62	\$ 265.35	\$ 273.31
007	Department Manager	\$ 223.10	\$ 229.80	\$ 236.69	\$ 243.79
008	Senior Project Manager	\$ 223.42	\$ 230.12	\$ 237.02	\$ 244.14
041	Office Services Coordinator	\$ 111.56	\$ 114.90	\$ 118.35	\$ 121.90
042	Clerical II	\$ 64.25	\$ 66.17	\$ 68.16	\$ 70.20
043	Clerical I	\$ 62.27	\$ 64.14	\$ 66.06	\$ 68.05
106	Architectural Associate I	\$ 104.82	\$ 107.97	\$ 111.21	\$ 114.54
107	Architectural Associate II	\$ 131.94	\$ 135.89	\$ 139.97	\$ 144.17
211	Structural Engineer III	\$ 143.15	\$ 147.44	\$ 151.87	\$ 156.42
212	Structural Engineer II	\$ 132.14	\$ 136.10	\$ 140.18	\$ 144.39
213	Structural Engineer I	\$ 111.51	\$ 114.85	\$ 118.30	\$ 121.85
216	Civil Engineer III	\$ 147.01	\$ 151.42	\$ 155.96	\$ 160.64
217	Civil Engineer II	\$ 129.75	\$ 133.64	\$ 137.65	\$ 141.78
218	Civil Engineer I	\$ 113.77	\$ 117.18	\$ 120.69	\$ 124.32
220	Construction Observer Manager I	\$ 98.72	\$ 101.69	\$ 104.74	\$ 107.88
221	Construction Observer I	\$ 88.19	\$ 90.84	\$ 93.56	\$ 96.37
227	Mechanical Engineer III	\$ 153.25	\$ 157.85	\$ 162.58	\$ 167.46
228	Mechanical Engineer II	\$ 140.74	\$ 144.97	\$ 149.32	\$ 153.80
229	Mechanical Engineer I	\$ 120.81	\$ 124.44	\$ 128.17	\$ 132.01
231	Electrical Engineer III	\$ 182.87	\$ 188.35	\$ 194.00	\$ 199.82
232	Electrical Engineer II	\$ 148.92	\$ 153.39	\$ 157.99	\$ 162.73
233	Electrical Engineer I	\$ 127.76	\$ 131.60	\$ 135.54	\$ 139.61
246	Surveyor	\$ 141.40	\$ 145.64	\$ 150.01	\$ 154.51
247	Partv Chief	\$ 135.23	\$ 139.28	\$ 143.46	\$ 147.76
256	Survey/Mapping Assistant	\$ 85.59	\$ 88.15	\$ 90.80	\$ 93.52
262	Environmental Engineer I	\$ 120.59	\$ 124.21	\$ 127.94	\$ 131.78
264	Environmental Scientist III	\$ 131.53	\$ 135.48	\$ 139.54	\$ 143.73
265	Environmental Scientist II	\$ 103.89	\$ 107.00	\$ 110.21	\$ 113.52
266	Environmental Scientist I	\$ 105.71	\$ 108.88	\$ 112.15	\$ 115.51
856	Sr Project Manager PT	\$ 198.05	\$ 204.00	\$ 210.12	\$ 216.42
862	Structural Engineer III PT	\$ 154.92	\$ 159.57	\$ 164.35	\$ 169.29
864	Civil Engineer II PT	\$ 137.96	\$ 142.10	\$ 146.36	\$ 150.75
866	Division Manager PT	\$ 205.95	\$ 212.13	\$ 218.49	\$ 225.05
869	Architect III PT	\$ 140.79	\$ 145.02	\$ 149.37	\$ 153.85
900	Designer III	\$ 161.53	\$ 166.37	\$ 171.36	\$ 176.50
901	Designer II	\$ 118.62	\$ 122.18	\$ 125.84	\$ 129.62
902	Designer I	\$ 88.85	\$ 91.52	\$ 94.26	\$ 97.09
905	Technician II	\$ 73.97	\$ 76.19	\$ 78.47	\$ 80.83
906	Technician I	\$ 75.49	\$ 77.75	\$ 80.08	\$ 82.49
980	College Interns	\$ 70.82	\$ 72.94	\$ 75.13	\$ 77.38
A00	Structural Engineer IV	\$ 220.03	\$ 226.63	\$ 233.43	\$ 240.43
A10	Civil Engineer IV	\$ 188.71	\$ 194.38	\$ 200.21	\$ 206.21
A11	Civil Engineer V	\$ 217.65	\$ 224.18	\$ 230.90	\$ 237.83
A20	Mechanical Engineer IV	\$ 225.55	\$ 232.31	\$ 239.28	\$ 246.46
A60	Environmental Geo/Scientist IV	\$ 137.76	\$ 141.89	\$ 146.15	\$ 150.53
A70	Architect IV	\$ 169.65	\$ 174.74	\$ 179.98	\$ 185.38
A73	Principal Architect	\$ 250.12	\$ 257.62	\$ 265.35	\$ 273.31
A77	Landscape Architect I	\$ 106.01	\$ 109.19	\$ 112.47	\$ 115.84
A78	Landscape Architect II	\$ 122.72	\$ 126.40	\$ 130.19	\$ 134.10
A79	Landscape Architect III	\$ 128.95	\$ 132.82	\$ 136.80	\$ 140.90
B01	Surveyor III	\$ 166.91	\$ 171.91	\$ 177.07	\$ 182.38
B08	Project Manager PT	\$ 191.57	\$ 197.32	\$ 203.24	\$ 209.34
B09	Project Manager I	\$ 187.63	\$ 193.26	\$ 199.06	\$ 205.03
B10	Project Manager II	\$ 212.18	\$ 218.54	\$ 225.10	\$ 231.85
B33	Right of Way Agent II	\$ 122.42	\$ 126.09	\$ 129.87	\$ 133.77
B48	Structural Engineer VI PT	\$ 197.60	\$ 203.53	\$ 209.63	\$ 215.92
B63	Project Manager II PT	\$ 209.75	\$ 216.04	\$ 222.52	\$ 229.20
C22	Construction Observer II	\$ 96.60	\$ 99.50	\$ 102.48	\$ 105.55
C26	Construction Observer IV	\$ 105.41	\$ 108.57	\$ 111.83	\$ 115.18
C28	Construction Observer V	\$ 150.67	\$ 155.19	\$ 159.84	\$ 164.64
C29	Construction Observer V PT	\$ 114.52	\$ 117.95	\$ 121.49	\$ 125.14
C30	Construction Observer Mgr II	\$ 142.57	\$ 146.84	\$ 151.25	\$ 155.79
C32	Construction Observer Mgr III	\$ 138.44	\$ 142.59	\$ 146.87	\$ 151.28
C34	Construction Observer Mgr IV	\$ 109.58	\$ 112.87	\$ 116.26	\$ 119.74
C36	Construction Observer Mgr V	\$ 144.04	\$ 148.36	\$ 152.81	\$ 157.39
C37	Construction Observer Mgr V PT	\$ 168.51	\$ 173.57	\$ 178.78	\$ 184.14

EXHIBIT C

SCOPE OF SERVICES

Contractor shall provide all labor, equipment, materials, tools, supplies, insurance, supervision, work and all other items necessary to perform and complete in a workmanlike manner inspections and reports on fifteen (15) bridge structures with the possibility of including one (1) alternate bridge in the City of Goshen in accordance with the National Bridge Inspection Standards (NBIS) and Reports, the current American Association of State Highway and Transportation Officials (AASHTO) Manual for Condition Evaluation of Bridges, Federal Highway Administration (FHWA) and the current Recording and Coding Guide for the Structure Inventory and Appraisal (SI&A) of the Nations Bridges.

Contractor shall perform field inspections on the bridge structures listed in the table below in 2026 and 2028. Contractor's inspections performed in 2026 shall be designated as Phase I and Contractor's inspections performed in 2028 shall be designated as Phase II.

Contractor's Phase I of the City's Bridge Inspection Program shall be performed for all bridge structures listed in the table in attached Exhibit A.

Contractor's Phase II of the City's Bridge Inspection Program shall be a reinspection approximately two (2) years after the Phase I inspections on all bridge structures listed in the table below that carry vehicular traffic. If a load rating is changed during Phase II inspections on any of these bridge structures due to a change in the structure's condition, all calculations justifying the change shall be provided to the City with the inspection report.

Contractor services shall include:

- Consult with the City to obtain current available inventory and traffic data prior to initiating field inspections.
- Meet with the City to identify any priority inspection needs or bridges of concern that may require additional attention.
- Coordinate with the City to lower the water level of the canal for the inspection of the bridges spanning over the canal.
- Perform field inspections on the bridges to determine structure data, condition ratings, appraisal analysis and the proposed improvements required.
- Meet with and inform City regularly during the course of the inspection all findings and immediately notify the City if any dangerous or unsafe conditions are identified.
- Prepare a summary of findings and submit to the City within one (1) week of completion of the field work.
- Meet with the City to discuss the summary of findings and to determine the appropriate short-term action required to address critical deficiencies found during the inspection.
- Provide the City with a detailed listing of recommended improvements incorporated into the final report.
- Calculate bridge load capacities and incorporate a copy of the calculations into the Phase I inspection report submitted to the City.
- Perform updated calculations for any bridge structure that has a change in its load rating and incorporate a copy of the calculations into the Phase II report submitted to the City.

- Evaluate bridges, formulate recommendations and prepare cost estimates.
- Input data and prepare computerized SI&A Reports utilizing INDOT's Access-based Bridge Inventory Program.
- Prepare the bridge inspection/reinspection reports.
- Provide the City with a listing containing the bridge number a Microsoft Access Database file that can be used in a GIS database.

Inspection Reports

Contractor shall provide the City with five (5) copies of the Phase I inspection report with the necessary maps, evaluations, recommendations and Access Data files that can be incorporated into the City's GIS database and that shall include at minimum:

- A listing of bridges that may have historic significance.
- A listing of bridges that must be posted.
- A listing of bridges that must be closed.
- A summary of bridges with major and minor changes.
- A schedule of safety improvements needed (i.e., bridge end markers, narrow bridge signs, etc.).
- A summary of bridge types, along with a listing of bridges of each type.
- A listing of bridges requiring special in-depth inspections, such as bridges having fracture critical members, bridges requiring underwater inspection and other bridges warranting special attention and/or monitoring.
- A priority schedule for bridge replacement and repair.
- A listing of bridge inspection personnel and their qualifications.
- A list of the status of the load capacity ratings.
- All calculations developed as part of the analysis along with a bridge inspection report for each bridge structure.
- Current key map(s) identifying and locating each bridge in the report.
- Computerized SI&A Reports provided for each bridge prepared in compliance with the current edition of the *Federal Recording and Coding Guide for the Structure Inventory and Appraisal of the Nation's Bridges* and INDOT's *Bridge Inspection Manual*.
- Legible current digital photographs of the bridge alignment, elevation and areas showing deficiencies.
- Line drawing of each bridge providing general dimensions and relative configuration.
- Updated computerized City Bridge Inspection Program diskettes of the Structure Inventory & Appraisal Report for each bridge.
- The bridge inspection data in Access format with the digital photographs for use with the City's GIS database.

Contractor shall provide the City with five (5) copies of the Phase II inspection report on all vehicular bridges with each individual SI&A reports updated, Key Map(s) and the Summary Reports as identified in Inspection Reports above. Contractor's Phase II Report shall include legible current photographs of the bridge alignment, elevation, plus new photographs of areas showing deficiencies of any bridge exhibiting significant changes since the Phase I report.

Contractor's Phase II Report shall also include the structural load capacity analysis calculations and supporting data for bridge evaluations of bridges that had significant changes that warranted a new load rating.

Contractor shall obtain and maintain all required permits, licenses, registrations and approvals, as well as comply with all health, safety and environmental statutes, rules or regulations in the performance of the services for the City.



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

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

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

December 4, 2025

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

From: Don Shuler, Assistant City Attorney

Subject: 208 Queen Street, Goshen, Indiana

The unsafe building matter concerning 208 Queen Street has now been fully resolved. Following enforcement efforts in 2023 and 2024 that led to multiple transfers of the property, the current property owner – Artisan Investment Group, LLC – has completed all repairs and required renovations. All inspections have passed, and the Building Commissioner issued an Order of Rescission, as directed by prior Board action.

The property had been vacant since at least 2009 under prior ownership and is now restored to a safe and habitable conditions.

No further action by the Board is required. A final staff report with before-and-after photographs will be submitted.