



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

Regular Meeting Agenda

**4:00 p.m., Feb. 26, 2026**

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:** Jan. 29, Feb. 12 and Feb. 19, 2025 Board meetings

### **Approval of Agenda**

**1) Police Department request:** Approve the promotion of **Officer Wyatt Vicary #239** from a Probationary Patrol Officer to the rank of Patrol Officer, retroactive to Feb. 24, 2026

**2) Police Department request:** Approve the promotion of **Officer Kody Rucker #241** from a Probationary Patrol Officer to the rank of Patrol Officer, retroactive to Feb. 24, 2026

**3) Fire Department request:** Approve the resignation and retirement of **Sergeant Jeffery L. Frank** of the Goshen Fire Department, effective March 15, 2026

**4) Engineering Department request:** Reject all bids received for the 2026 Asphalt Paving Bid Package B project in their entirety, and direct staff to take any further action deemed necessary, including revising project specifications or otherwise determining the appropriate next steps for the project

**5) Engineering Department request:** Approve Change Order No. 1 for the College Avenue Phase 1 Tree Removal Project in the amount of \$6,470.52, for a final contract amount of \$51,671.90

**6) Engineering Department request:** Approve Change Order No. 3 for a 60 day time extension for a new completion date of April 30, 2026, and to increase the value of the Annex Re-Roof Project by \$8,159 for additional tiles and to correct project accounting

**7) Engineering Department request:** Approve the closure of Jefferson Street from Fifth Street to the first alley east of Fifth Street through May 1, 2026

**8) Engineering Department request:** Approve signing the agreement with Fedewa, Inc. for the Clinton Water Tower Painting project in the amount of \$143,800

**9) Engineering Department request:** Approve and authorize the Board to execute the Agreement with David Nufer LLC and Ancon Construction for the Completion of the Burton's Laundry project at 301 W Pike Street



**10) Clerk-Treasurer's Office request:** Approve \$13,396.365.49 of encumbrances from the 2025 City of Goshen budget into the 2026 budget

**Privilege of the Floor**

**Approval of Civil City and Utility Claims**

***Adjournment***



**CITY OF GOSHEN BOARD OF PUBLIC WORKS & SAFETY**  
**MINUTES OF THE JANUARY 29, 2026 REGULAR MEETING**  
*Convened in the Goshen Police & Court Building, 111 East Jefferson St., Goshen, Indiana*

**Present:** Mayor Gina Leichty, Mike Landis, Orv Myers, Mary Nichols, and Barb Swartley  
**Absent:** None

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

**REVIEW/APPROVE MINUTES:** Mayor Leichty presented the minutes of the Jan. 22, 2026 meeting as prepared by the Clerk-Treasurer. Board member Mike Landis made a motion to approve the minutes as presented. Board member Barb Swartley seconded the motion. The motion passed 5-0.

**REVIEW/APPROVE AGENDA:** Mayor Leichty presented the agenda as prepared by the Clerk-Treasurer with the addition of two items: #10, Legal Department request: *Approve agreement with EA Pro Music for Elkhart County Historic Courthouse A/V Renovation* and #11, Legal Department request: *Approve and authorize Mayor Leichty to execute the contract with Caliber Public Safety to allow the City to enter into a subscription for a new records management system (RMS) for the Goshen Fire Department.* Board member Landis made a motion to approve the agenda as amended. Board member Swartley seconded the motion. The motion passed 5-0.

**1) Bid opportunities: Open bids for the 2026 Asphalt Paving Package B project, read aloud the Total Base Bid amount and refer the bids to the Engineering Department for review**

On behalf of the Goshen Engineering Department, the City solicited sealed bids from contractors for the 2026 Asphalt Paving Package B project. All sealed bids were due by 3:45 p.m. on Jan. 29, 2025 at the Clerk-Treasurer's Office or by 4 p.m. at the Board's meeting. The Board was asked to open and announce any bids submitted and refer them to the Engineering Department for review.

Mayor Leichty asked if there were additional bids to be submitted to the Board. There were not. The Mayor then announced that the following base bids were received:

- DC Construction Services, Inc., Pendleton, IN: \$3,552,569.00
- Milestone Contractors, L.P., South Bend, IN: \$4,168,756.00
- Niblock Excavating, Inc., Bristol, IN: \$3,635,093.00
- Phend & Brown, Inc, Milford: \$3,886,730.50

**NOTE:** The City Engineering Department submitted Addendum No. 1 to the bidding documents for the 2026 Asphalt Paving Package B, which was a three-page document distributed to the Board at the meeting (EXHIBIT #1) Landis/Swartley made a motion to forward the bids to the City Engineering Department for review. The motion passed 5-0.

**2) Roxbury Park request: Approve \$75,286.85 in sewer relief for March-October 2025**

Clerk-Treasurer Aguirre summarized the background of the request and the documents submitted to the Board.

**BACKGROUND:**

On Dec. 4, 2025, a representative of Sun Communities, Inc. of Southfield, Michigan appeared before the Board and requested relief from high sewer bills for the billing period March 2025 to October 2025 for the Roxbury Park housing community at 403 Post Road in Goshen.

Jill Sinclair, Vice President for Operations and Sales for Sun Communities, said Roxbury Park experienced severe leaks at the property that started around January 2025 and were not corrected until late October 2025.



**Sinclair** requested relief from higher-than-normal sewer service charges “because the water dissipated into the ground; it wasn't used and ran through the sewer systems.” Sinclair said she was unsure of the amount of relief Sun Communities would like but wanted to hear the City's staff's response and would like to explore that issue and return with additional information and a recommendation for relief.

**Board members, City staff and Sinclair** discussed the leaks and their duration, whether the excess water flowed into the sewer system, communication between City staff and Roxbury Park about its unusually larger water usage, and how the City handles requests for sewer relief from large housing developments.

**Ultimately all parties agreed that Sinclair would submit additional information about the amount of sewer relief that would be requested and staff would analyze the request and submit a response.**

**Board members Landis and Swartley then made a motion to table the request until staff notified the Board of Public Works and Safety that the matter was ready to be considered again. The motion passed 5-0.**

#### **DISCUSSION AND DECISION BY THE BOARD ON JAN. 29, 2026:**

**Mayor Leichy invited a presentation from Jill Sinclair, Regional Vice President, Operations & Sales, Sun Communities, Inc.**

**Sinclair** said she was requesting credit for Roxbury's high sewer costs for all the water leaks the complex experienced in 2025. She said she had submitted additional information requested by the City.

**Sinclair** also submitted six pages of water and sewer bills Roxbury was issued by the City for the past two billing cycles to show that the bills have returned to normal, establishing that the water leaks have been repaired.

The first bill, dated Dec. 22, 2025, was for service from Nov. 1 to Dec. 1, 2025 and was for a total of \$27,206.32. The second bill, dated Jan. 26, 2026, was for service from Dec. 1, 2025 to Jan. 1, 2026.

In a Dec. 9, 2025 email submitted to the Board, **Sinclair** wrote that she was seeking a billing adjustment for high sewer charges at Roxbury stemming from confirmed water leaks in 2025. Lacking a precise repair date, Sinclair said she used a data-driven approach to estimate both the impacted period and the associated excess sewer charges.

**Sinclair** wrote that Sun Communities reviewed multiple years of historical data to establish normal resident rebill percentages (resident usage as a proportion of total property master-meter usage). During the impacted period, the usage rebilling percentage fell materially below historical norms for multiple consecutive months, indicating unaccounted water loss.

For context, **Sinclair** said the YTD (year to date) average rebill percentage during the impacted period was approximately 52 percent. Historically, she said the community average 70-77% usage rebill each year (2022-2024).

**Sinclair** said the most recent master meter bill showed a significant month-over-month rebound in rebill percentage (from approximately 54% to 68%), which she added was a strong indicator that the issue has materially improved.

To quantify the estimated sewer overcharge, Sinclair wrote that actual billed water usage during the impacted months was compared to historical baseline usage for the same months in prior years. This analysis identified approximately 13,914 CCF of excess water usage attributable to the leak from January to October 2025 billing periods. Applying the applicable sewer rate resulted in an estimated \$107,552.64 in excess variable sewer charges.

**Sinclair** wrote that as a conservative, good-faith measure, she applied a 70% adjustment factor to account for normal usage variability and the fact that full post-repair data was not yet available, resulting in a requested credit of \$75,286.85. **Sinclair provided a summary of the analysis (an Excel spreadsheet) to the Board.**

**After Sinclair's brief presentation, Mayor Leichy asked for a response from City staff.**

**City Water & Sewer Office Manager Kelly Saenz** summarized a Jan. 9, 2026 memorandum she submitted to the Board, which was included in the meeting agenda packet.

**Saenz** said, “While we can indicate that they likely did have leaks, unfortunately, the proper procedures were not followed. Our typical procedure is if a leak is reported, or we detect a leak and we notify the customer, we then go out to verify where that water went, normally and mostly on residential customers.”



"So, we go out, we verify that leak, and then we can determine if that leak did, in fact, go down our sanitary sewer or leaked out into the yard. If we can determine that, pictures are taken, sometimes even the customer takes pictures, sometimes plumbing results, receipts from the plumbers are provided, and then we make those determinations, and then we are able to apply sewer relief," **Saenz** said.

"However, in this situation, we weren't notified of that leak for quite some months, and so those determinations could not be made. While we can indicate that their bills were large, and then slowly started to reduce, the main reduction was, I think, in maybe the September or October bill, which would have been the usage in July," **Saenz** said.

"And then since then, their bills are back down to what I would consider even lower than they were before. But, unfortunately, we just cannot determine where that water went. So, if we follow the same protocol that we do for all of our other residential customers, the credit would be about \$75,000. But again, the utility cannot necessarily approve that because we just don't know where the water went."

**In her memorandum to the Board, Saenz** also wrote that "the repairs made to address the reported leak were not observed or verified by the City. Without this verification, the Utilities Department is unable to substantiate that the excess water usage qualifies for sewer relief consideration.

"Additionally, Roxbury Park is a multi-customer community that bulk purchases water through a single master water meter serving several hundred users. Due to this configuration, it is not possible for Goshen Utilities to accurately determine which portion of the recorded water usage represents actual customer consumption versus water lost due to a leak. With that stated, the Utility can discern a reduction in Roxbury's metered water consumption beginning in October (billed in November) of 2025.

"Given these factors, the Utilities Department cannot reliably quantify the volume of water eligible for sewer relief and therefore cannot recommend full approval of the request."

**Saenz** added in her memorandum that if the Board elects to grant sewer relief to Roxbury Park, it should not exceed \$75,104.44. In addition, if this or any other amount of money is granted as relief, **Saenz** wrote that Goshen Utilities "would prefer to refund the funds as an account credit to avoid shuffling money back and forth."

**Marvin Shepherd, Superintendent of the City Water Treatment and Sewer Department,** said City staff visited Roxbury Park after the leaks were repaired but could not determine if any of the water went into the sewer system.

**Sinclair** said Roxbury submitted documentation to show the location of leaks and what was repaired. However, she said she was unaware of the need to contact the City if there were leaks.

**Sinclair** said she has submitted "good documentation of the leaks and the fixes and ... the monies that we've spent, and \$75,000 is actually a very conservative request."

In response to a question from the **Mayor, Shepherd** said City staff believes some of the water that leaked went into the sewer system but it's impossible to calculate how much water did so.

**Mayor Leichty** that the Board would discuss the issue and determine the fair amount of sewer relief.

**Board member Landis** said that after the request was before the Board in December, he reviewed the location of the leaks and the repairs and studied the gallonage decrease and what happened each time a leak was repaired. He said he determined that nothing changed until Oct. 8. He also said he studied the issue further, including examining six years of water usage, and a major leak. He estimated that the amount that leaked was equivalent to a large swimming pool every day, and he was unwilling to believe none of it leaked into the sewer system.

**Board member Landis** said based on additional calculations he believes a lot of water leaked into the sewer system and the City shouldn't forgive all of the requested sewer relief. He said he would recommend the Board provide a credit of \$22,293.

**Board member Landis** then made a motion that regarding the Roxbury request for sewer relief for 2025, the Board approve relief of \$22,293 via a credit. Board member **Swartley** seconded the motion.



At 4:17 p.m., Mayor Leichty invited public comments on Roxbury Park's request. There was none. However, Dennis Price, 53158 Palmetto Drive in Middlebury, submitted a letter to the Board, dated Dec. 18, 2025, in which he opposed Roxbury Park's request for sewer relief. After clarifying the amount of proposed relief as a credit, and by a 5-0 vote, the Board approved the motion to grant Roxbury \$22,293 in sewer relief.

**3) Legal Department request: Approve Resolution 2026-03, Service Delivery Agreement for 2026 Elkhart County Drug-Free Community Funds**

City Attorney Bodie Stegelmann asked the Board to pass Resolution 2026-03, which would approve the terms and conditions of a Service Delivery Agreement between the Elkhart County Board of Commissioners and the Goshen Police Department for 2026 Elkhart County Drug-Free Community Funds and authorize the Mayor to execute the agreement.

Stegelmann said the Police Department was awarded \$9,245 in grant funding that will be used for the purchase of an evidence drying cabinet and standard filters, and drug testing kits and tubes.

Landis/Swartley made a motion to pass and adopt Resolution 2026-03, Service Delivery Agreement for 2026 Elkhart County Drug-Free Community Funds. The motion passed 5-0.

**4) Legal Department request: Approve and authorize the Mayor to execute Amendment 2 to the contract with PVC Technologies, Inc. for the purchase of ferric chloride**

City Attorney Bodie Stegelmann recommended that the Board approve and authorize the Mayor to execute Amendment 2 to the contract with PVC Technologies, Inc. for the purchase of ferric chloride. Stegelmann said the amendment would extend the contract through Dec. 31, 2026, and provide for an automatic one-year renewal.

Landis/Swartley made a motion to approve and authorize the Mayor to execute Amendment 2 to the Contract with PVC Technologies, Inc. for the purchase of ferric chloride. The motion passed 5-0.

**5) Water & Sewer Office request: Move \$4,819.86 in uncollected finalized accounts from active to collection, sewer liens and write-offs for the period through Nov. 10, 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 Nov. 10, 2025, was \$5,233.23. Collection letters were sent out and payments of \$413.37 were collected.

With the uncollected amount being \$4,819.86, 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, \$3,065.19 came from water accounts and \$1,754.60 came from sewer accounts.

Saenz briefly explained the reason for the higher amounts of unpaid accounts this month.

Landis/Swartley made a motion to move the Goshen Water and Sewer Office's \$4,819.86 in uncollected finalized accounts for this period from active to Collection, Sewer Liens and Write offs. The motion passed 5-0.

**6) Stormwater Department request: Approve and authorize the Board to execute the agreement with Freedom Builders for the completion of the project at 417 South 3rd Street**

City Director of Public Works & Utilities Dustin Sailor said the City Stormwater Department was asking for approval of an Agreement for the Completion of Construction of a home at 417 S. 3rd Street which has passed its final building inspection.

Sailor said the project is substantially complete except for stabilization of the disturbed areas, and two large trees that are to be planted along 3rd Street and River Race Drive. These final requirements cannot be completed at this time due to weather conditions.



The Stormwater Department submitted this Agreement for the Completion of the Construction Project for approval and authorization for the Mayor and Board Members to execute.

**Sailor** said property owner Mildred Orama and builder Freedom Builders agree to complete all work by June 15, 2026. Sailor said the expected cost of work is \$3,600) and a surety check in that amount has been remitted to the Clerk-Treasurer's Office.

**Landis/Swartley made a motion to approve and authorize the Board to execute the agreement with Freedom Builders for the Completion of the project at 417 South 3rd Street. The motion passed 5-0.**

**7) Engineering Department request: Approve Change Order No. 1 for the College Avenue Sanitary Encasement Project for an addition of 28 days to the contract**

**City Engineering Project Manager Andrew Lund** told the Board that Niblock Excavating had planned to begin work on the College Avenue Sanitary Encasement Project the week of Jan. 12, 2026.

However, **Lund** said that due to the onset of very cold weather and snow, affecting locates and the ability to safely bypass sanitary sewer, it was decided with Niblock to wait until Monday, Feb. 2 to initiate the sanitary bypass and proceed with the project.

As a result of this delay, **Lund** said Change Order No. 1 includes an additional 28 calendar days to the contract, extending the date of substantial completion from Jan. 30, 2026, to Feb. 27, 2026. Niblock estimates completion of the project prior to this date. There is no change to the contract amount as part of Change Order No. 1.

**Board member Landis** asked if the work would be delayed if the weather continued to be cold. **Lund** said Niblock staff members believe they will be able to complete the work as requested.

**Landis/Swartley made a motion to approve Change Order No. 1 for the College Avenue Sanitary Encasement Project for an addition of 28 days to the contract and include a road closure. The motion passed 5-0.**

**8) Engineering Department request: Accept the drainage plan for the Meijer - First Federal Savings Bank Out/of - Elkhart Road project**

**City Director of Public Works & Utilities Dustin Sailor** said that In accordance with the City's Subdivision Control Ordinance No. 3196 Section 512 "Drainage Plan", the City's Engineering Department has reviewed the drainage plan for Meijer - First Federal Savings Bank Outlet - Elkhart Road, located south of Elkhart Road (U.S. 33) and west of Ferndale Road.

**Sailor** said the drainage plan addresses the drainage needs of Lots 1A and 2A of the Meijer Subdivision, as well as six (6) adjacent properties with a combination of inlet structures, conveyance pipes, and a stormwater retention basin that will provide 9.35 acre-feet of storage.

After due consideration of the proposed drainage plan, **Sailor** said the City Engineering Department recommends the Board's acceptance of the subdivision's drainage plan.

**Sailor** said the record should show the City of Goshen in no way guarantees the proposed drainage improvements will adequately function as designed by the developer's licensed professional. Additionally, the City accepts no liability in conjunction with the acceptance of the drainage plan. If the drainage plan's piping and or stormwater impoundments are found to underperform following construction, the developer and/or property owner will be directed by the City to take remedial action.

**Landis/Swartley made a motion to accept the drainage plan for the Meijer - First Federal Savings Bank Out/of - Elkhart Road project, which was prepared by the developer's Indiana licensed professional engineer. The City does not warrant the drainage plan will function as intended and accepts no liability for any failures of the drainage design. The motion passed 5-0.**



**9) Planning & Zoning Department request: Accept the subdivision plat for Replat Lot 1 Meijer Subdivision**  
**City Planning & Zoning Administrator Rhonda Yoder** said Replat Lot 1 Meijer Subdivision is a two-lot major subdivision, to create a new outlot for development within the existing Meijer parking lot. The subject property is Lot 1 of Meijer Subdivision, generally located at 4522 Elkhart Road, zoned Commercial B-3PUD (Planned Unit Development).

**Yoder** said the secondary subdivision is consistent with the primary subdivision approved by the Goshen Plan Commission on Aug. 19, 2025, and meets the Zoning Ordinance and Subdivision Ordinance requirements, along with Meijer PUD requirements.

**Yoder** said the subdivision drainage plan was scheduled for the Jan. 29, 2026 Board meeting. Infrastructure is existing, so no performance bond/surety is required. The plat does not include new dedication of right of way but includes new and existing easements.

**Yoder** asked the Board to accept the subdivision plat for Replat Lot 1 Meijer Subdivision with easements and sign the plat.

**Landis/Swartzley** made a motion to accept the subdivision plat for Replat Lot 1 Meijer Subdivision. The motion passed 5-0.

**10) Legal Department request: Approve agreement with EA Pro Music for Elkhart County Historic Courthouse A/V Renovation**

**City Attorney Bodie Stegelmann** recommended that the Board approve and authorize Mayor Leichy to execute the agreement with EA Pro Music for the Elkhart County Historic Courthouse A/V renovation, which was more particularly described in Exhibit A - Contractor's Proposal, which was attached to the agreement.

**Stegelmann** said the total cost for the A/V renovation will be \$4,131.90. Payment of 50% of the equipment cost will be due prior to ordering said equipment.

According to a scope of work, the project will involve "Installing an archival recording system for court sessions, including the design, configuration, and deployment of a multichannel audio channel capture and distribution workflow that reliably records all in-room in room microphones. The system will ingest inputs, and route them through a centralized mixer, and deliver archival recordings for long-term storage, retrieval, and evidentiary use. Installation includes physical setup, signal routing, gain structure, basic system testing, and verification of recording functionality during simulated sessions."

**NOTE:** Christina M. Bonham, a paralegal with the City Legal Department provided Board members with a one-page memorandum, dated Jan. 29, 2026, an eight-page agreement and a four-page exhibit for the requested approval of an agreement with EA Pro Music for the Elkhart County Historic Courthouse A/V Renovation (**EXHIBIT #3**).

**Landis/Swartzley** made a motion to approve and authorize Mayor Leichy to execute the agreement with EA Pro Music to allow the City to enter into an agreement for the Elkhart County Historic Courthouse A/V renovation. The motion passed 5-0.

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

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

The Year 1 subscription cost will be \$9,146 and maintenance and support for \$725.20 for a total cost of \$9,871.20.

The Year 2 subscription cost: \$4,246.36 and maintenance and support of \$768.36 for a total cost of \$5,015.07.



Clerk-Treasurer Aguirre said this was a companion agreement to one approved last month for the Goshen Police Department. He said it was prepared by City Paralegal Christina Bonham.

**NOTE:** Christina M. Bonham, a paralegal with the City Legal Department provided Board members with a one-page memorandum, dated Jan. 29, 2026, a two-page quotation/order form, and a two-page memorandum of understanding to execute the contract with Caliber Public Safety to allow the City to enter into a subscription for a new records management system (RMS) for the Goshen Fire Department (**EXHIBIT #4**).

Landis/Swartley made a motion to approve and authorize Mayor Leichty to execute the contract with Caliber Public Safety to allow the City to enter into a subscription for a new records management system (RMS) for the Goshen Fire Department. The motion passed 5-0.

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

At 4:31 p.m., Mayor Leichty opened Privilege of the Floor. There were no comments.

**APPROVAL OF CIVIL & UTILITY CLAIMS**

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

**ADJOURNMENT**

Mayor Leichty adjourned the meeting at 4:32 p.m.

*Exhibit 1: The City Engineering Department submitted Addendum No. 1 to the bidding documents for the 2026 Asphalt Paving Package B, which was a three-page document distributed to the Board at the meeting. The addendum was distributed during consideration of agenda item #1, Open bids for the 2026 Asphalt Paving Package B project, read aloud the Total Base Bid amount and refer the bids to the Engineering Department for review.*

*Exhibit 2: Jill Sinclair, Vice President for Operations and Sales for Sun Communities, submitted six pages of water and sewer bills for Roxbury Park residential community, which were issued by the City for the past two billing cycles to show that the bills had returned to normal. The first bill, dated Dec. 22, 2025, was for service from Nov. 1 to Dec. 1, 2025 and was for a total of \$27,206.32. The second bill, dated Jan. 26, 2026, was for service from Dec. 1, 2025 to Jan. 1, 2026. The bills were submitted during consideration of agenda item #2, Roxbury Park request: Approve \$75,286.85 in sewer relief for March-October 2025.*

*Exhibit 3: Christina M. Bonham, a paralegal with the City Legal Department provided Board members with a one-page memorandum, dated Jan. 29, 2026, an eight-page agreement and a four-page exhibit for the requested approval of an agreement with EA Pro Music for the Elkhart County Historic Courthouse A/V Renovation.*

*Exhibit 4: Christina M. Bonham, a paralegal with the City Legal Department provided Board members with a one-page memorandum, dated Jan. 29, 2026, a two-page quotation/order form, and a two-page memorandum of understanding to execute a contract with Caliber Public Safety to allow the City to enter into a subscription for a new records management system (RMS) for the Goshen Fire Department*



APPROVED:

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Mayor Gina Leichty

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Mike Landis, Member

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Orv Myers, Member

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Mary Nichols, Member

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Barb Swartley, Member

ATTEST:

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Richard R. Aguirre, City of Goshen Clerk-Treasurer



**CITY OF GOSHEN BOARD OF PUBLIC WORKS & SAFETY  
MINUTES OF FEBRUARY 12, 2026 REGULAR MEETING**

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

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

**Absent:** None

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

**REVIEW/APPROVE MINUTES:** Mayor Leichty presented the minutes of the Feb. 5, 2026 meeting as prepared by the Clerk-Treasurer. Board member Mary Nichols made a motion to approve the minutes as presented. Board member Orv Myers seconded the motion. The motion passed 5-0.

**REVIEW/APPROVE AGENDA:** Mayor Leichty presented the agenda as prepared by the Clerk-Treasurer. Board member Nichols made a motion to approve the agenda as presented. Board member Myers seconded the motion. The motion passed 5-0.

**1) Bid opportunities: Open bids received from contractors for the Clinton Tower Painting & Repairs project, read the Bid Total amount and refer the bids to the Engineering Department for further review**

On behalf of the City Engineering Department, the City solicited sealed bids from contractors for the Clinton Tower Painting & Repairs project. All sealed bids were due by 3:45 p.m. on Feb. 12, 2025 to the Clerk-Treasurer's Office or by 4 p.m. at that day's Board's meeting. City staff asked that the Board open and announce the bids submitted and refer them to the Engineering Department for review.

Mayor Leichty asked if there are any additional bids to be submitted to the Board. There were none. The Mayor then announced that the following base bids and base bids plus alternate 1 were received:

D&M Painting Corp., Washington, Pa. -- \$414,440; \$442,440

Fedewa Inc., Hastings, Mich.: \$143,800

L.C. United Painting Co., Sterling Height, Mich.: \$217,000

L&T Painting, Inc., Shelby Township, Mich.: \$215,400

Maguire Iron, Inc., Sioux Falls, S.D.: \$227,000; \$242,000

M.W. Cole Semper Fi, LLC, The Villages, Fla.: \$267,000; \$281,000

O&J Coatings, Inc., Hurst, Texas: \$260,000; \$272,000

Seven Brothers Painting, Inc., Shelby Township, Mich.: \$196,800

Viking Painting, LLC, LaVista, Neb.: \$515,100; \$531,000

Mayor Leichty asked City Attorney Bodie Stegelmann if the City had a policy that allowed a certain amount of latitude, such as a certain percentage, to select a qualified local bidder. Stegelmann said the purchasing statute gives the City the ability to give a preference to a local company but for a public works project, like this one, the bid has to be awarded to the lowest responsive and responsible bidder.

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

**2) Legal Department request: Approve Resolution 2026-05, To Update to the Calculation of Individually Measured Impervious Area for the City Department of Stormwater Management**

City Attorney Bodie Stegelmann said Resolution 2026-05 would update the language for the calculation of individually measured impervious area within the City of Goshen as recommended by the Advisory Board for the Greater Elkhart County MS4 Partnership.



**Stegelmann** said attached to a memorandum was a redline version showing the proposed changes to Section 3, Fee Structure and Calculation, along with a clean copy of the Resolution. He said the Common Council would consider Ordinance 5252 at its meeting on Feb. 23 to amend Ordinance 4624 to update the language accordingly. **Mayor Leichy** thanked City staff for its extra effort gathering data, which she said was a challenge.

**City Stormwater Coordinator Jason Kauffman** thanked the Mayor.

**Board member Landis** asked what triggered the conversation about changes.

**Kauffman** said over the years there have been changes in how hard surface areas were measured. He said there is now an effort to switch to using machine learning that allows City staff to more quickly do what has previously been done by hand. **Kauffman** said Elkhart County government has now entered into a contract to make that switch for surface types throughout the county, so the City wants to update the language of the City ordinance to allow the Stormwater Department to utilize different technologies available instead of just hand digitizing.

**Nichols/Myers** made a motion to approve Resolution 2026-05, Update the Calculation of Individually Measured Impervious Area for the Goshen Department of Stormwater Management. The motion passed 5-0.

3) **Legal Department request: Accept Uniform Conflict of Interest Disclosure Statement from Matt Whitford**  
**City Attorney Bodie Stegelmann** told the Board the attached Uniform Conflict of Interest Disclosure Statement was being submitted to the Board for acceptance in a public meeting on behalf of **Matthew E. Whitford**, an employee of the Goshen Fire Department.

**Stegelmann** said Whitford is the owner of Infinitus Computers, LLC, dba INF Tech. The City purchases miscellaneous technology, computer parts and systems from this business.

**Nichols/Myers** made a motion to accept the Uniform Conflict of Interest Disclosure Statement submitted by **Matthew E. Whitford**. The motion passed 5-0.

4) **Engineering Department request: Approve Change Order No. 1 for the Downtown Vault Assessment & Closure Project to remove and replace the barrier curb on Main Street for the amount of \$1,500**

**City Civil Engineer Brad Minnick** said submitted to the Board for approval was Change Order No. 1 for the Downtown Vault Assessment and Closure Project.

**Minnick** said that during the construction work for the downtown vault project, it was found that the monolithic curb needed to be removed with the proposed removal of the adjacent sidewalk to properly reinstall the sidewalk and barrier curb.

He said the original contract amount was \$190,600. Change Order No. 1 would increase the total contract by \$1,500, for a revised contract amount of \$192,100, which is an increase of .79% over the original contract amount.

**Nichols/Myers** made a motion to approve Change Order No. 1 for the Downtown Vault Assessment & Closure Project to remove & replace the barrier curb on Main Street for the amount of \$1,500. The motion passed 5-0.

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

At 4:14 p.m., Mayor Leichy opened Privilege of the Floor. There were no comments.

#### APPROVAL OF CIVIL & UTILITY CLAIMS

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

#### ADJOURNMENT

Mayor Leichy adjourned the meeting at 4:14 p.m.



APPROVED:

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Mayor Gina Leichty

---

Mike Landis, Member

---

Orv Myers, Member

---

Mary Nichols, Member

---

Barb Swartley, Member

ATTEST:

---

Richard R. Aguirre, City of Goshen Clerk-Treasurer



**CITY OF GOSHEN BOARD OF PUBLIC WORKS & SAFETY**  
**MINUTES OF THE FEBRUARY 19, 2026 CLAIMS REVIEW & APPROVAL MEETING**  
*Convened in the Goshen Police & Court Building, 111 East Jefferson St., Goshen, Indiana*

**Present:** Mayor Gina Leichty, Mike Landis, Orv Myers, Mary Nichols and Barb Swartley (none absent)

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

**Review/Approve Agenda:** Mayor Leichty presented the agenda as prepared by the Clerk-Treasurer. Board members Swartley/Landis made a motion to approve the agenda as presented. The motion passed 5-0.

**Privilege of the Floor (opportunity for public comment for matters not on the agenda):**  
Mayor Leichty opened Privilege of the Floor at 3:59 p.m. There were no public comments.

**Approval of Civil City and Utility Claims**  
Mayor Leichty/Deputy and Board member Swartley made a motion to approve Civil City and Utility claims and adjourn the meeting. The motion passed 5-0.

**Adjournment**  
Mayor Leichty then adjourned the meeting at 4:00 p.m.

*NOTE: No audience members were present at the meeting, but as required by state statutes, the news media was notified of the meeting, the agenda was published on the City of Goshen's website and the agenda was posted before the meeting at City Hall and immediately outside the meeting place.*

**APPROVED:**

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Mayor Gina Leichty



---

Mike Landis, Member

---

Orv Myers, Member

---

Mary Nichols, Member

---

Barb Swartley, Member

ATTEST:

---

Richard R. Aguirre, Clerk-Treasurer



**Jose' D. Miller**

**Chief of Police**

111 E Jefferson St  
Goshen, Indiana 46528

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

Date: February 26, 2026

From: Jose' Miller, Chief of Police

Reference: The Promotion of Officer Wyatt Vicary #239 from Probationary Patrol Officer to Patrol Officer

I am requesting the Goshen Board of Public Works and Safety approve the promotion of Officer Wyatt Vicary #239 from the position of Probationary Patrol Officer to the rank of Patrol Officer, retroactive to February 24, 2026.

Officer Vicary successfully completed his twelve (12) month probationary period on February 24, 2026. Over the past year, he has demonstrated a strong work ethic, sound judgment, and a clear commitment to the mission of the Goshen Police Department. His conduct and performance have shown that he will continue to be a valuable asset to both the department and the community we serve.

Respectfully,

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

**Telephone: (574) 533-8661**

**Hearing Impaired: (574) 533-1826**

**FAX: (574) 533-1826**



**Jose' D. Miller**

**Chief of Police**

111 E Jefferson St  
Goshen, Indiana 46528

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

Date: February 26, 2026

From: Jose' Miller, Chief of Police

Reference: The Promotion of Officer Kody Rucker #241 from Probationary Patrol Officer to Patrol Officer

I am requesting the Goshen Board of Public Works and Safety approve the promotion of Officer Kody Rucker #241 from the position of Probationary Patrol Officer to the rank of Patrol Officer, retroactive to February 24, 2026.

Officer Rucker successfully completed his twelve (12) month probationary period on February 24, 2026. Over the past year, he has demonstrated a strong work ethic, sound judgment, and a clear commitment to the mission of the Goshen Police Department. His conduct and performance have shown that he will continue to be a valuable asset to both the department and the community we serve.

Respectfully,

A handwritten signature in black ink, appearing to be "J. Miller".

Jose' Miller #116

Chief of Police

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

**Telephone: (574) 533-8661**

**Hearing Impaired: (574) 533-1826**

**FAX: (574) 533-1826**



**ANTHONY D. POWELL**

**FIRE CHIEF, CITY OF GOSHEN**

209 N. 3<sup>rd</sup> Street Goshen, Indiana 46526

Phone (574) 537-3853

Cell (574) 596-0940

Fax (574) 533-7263

[anthonypowell@goshencity.com](mailto:anthonypowell@goshencity.com) [www.goshenindiana.org](http://www.goshenindiana.org)

February 24, 2026

To: Board of Works and Public Safety

RE: Request for Approval of Resignation – Sergeant Jeffery L. Frank

From: Fire Chief Anthony Powell

Dear Members of the Board of Works and Public Safety,

I respectfully request the Board's approval of the resignation and retirement of Sergeant Jeffery L. Frank of the Goshen Fire Department.

After 32 years of dedicated service to the Goshen Fire Department, the City of Goshen, and our surrounding coverage area, Sergeant Frank has submitted his intent to retire effective March 15, 2026, with his last scheduled shift being March 13, 2026.

Sergeant Frank began his career with the Goshen Fire Department on January 6, 1994, after testing in the summer of 1993 and receiving his conditional offer later that year. Throughout his career, he has demonstrated steadfast commitment to public safety and professional excellence.

He has served as a Paramedic for his entire career, including 22 years as an active Paramedic. During his tenure, he achieved the rank of EMS Sergeant and currently holds the rank of Fire Sergeant. In addition, he served as a member of the Dive Team and took the initiative to research, implement, and coordinate the Goshen Fire Department's designation as a Car Seat Inspection Station. Sergeant Frank has also played an important role in mentoring and precepting younger members of the department, leaving a lasting impact on the next generation of firefighters and paramedics.

On behalf of the Goshen Fire Department, I would like to express our sincere appreciation for Sergeant Frank's professionalism, leadership, and 32 years of faithful service to this community. We wish him the very best in his well-earned retirement and thank him for his dedication to the citizens of Goshen.

Respectfully submitted,

Anthony Powell  
Fire Chief  
Goshen Fire Department





**Engineering Department  
CITY OF GOSHEN**

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

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

## MEMORANDUM

TO: Goshen Board of Public Works & Safety

FROM: Goshen Engineering

RE: **2026 ASPHALT PAVING BID PACKAGE B PROJECT  
JN: 2026-0002B**

DATE: February 26, 2027

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The Board of Public Works and Safety advertised for sealed bids for the 2026 Asphalt Paving Bid Package B public works project in accordance with the requirements of IC 36-1-12-4, including the preparation and public filing of plans and specifications and publication of notice calling for sealed bids. On January 29<sup>th</sup>, 2026, at a duly noticed public meeting of the Board, all bids received were opened and read aloud. After further deliberation, the Engineering Department has determined that it is in the City's best interest to reject all bids, as permitted by Indiana's Public Works Law, and to add additional work to the scope of the project.

**Requested Motion: Move to reject all bids received for the 2026 Asphalt Paving Bid Package B project in their entirety, and direct staff to take any further action deemed necessary, including revising project specifications or otherwise determining the appropriate next steps for the project.**

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

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

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

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

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

\_\_\_\_\_  
Michael Landis, Member



**Engineering Department  
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## MEMORANDUM

TO: Board of Public Works and Safety

FROM: Engineering Department

RE: **CHANGE ORDER NO. 1 FOR COLLEGE AVENUE PHASE 1 TREE  
REMOVAL (JN: 2019-0022)**

DATE: February 26, 2026

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Attached please find Change Order No. 1 – a Balancing Change Order for the tree removal work, which was completed to clear right-of-way for utility relocation related to the College Avenue, Phase 1 roadway reconstruction project.

Change Order No. 1 increases the contract price by \$6,470.52, making the final contract amount \$51,671.90, a 14.31% increase over the original contract of \$45,201.38. Significant reasons for the cost increase include additional trees and one stump found within the clearing limits, as well as some trees that, upon field verification, qualified as larger-diameter work items.

The project is funded by Redevelopment, and the Commission approved Change Order No. 1 at the February 10, 2026, Redevelopment Commission meeting.

<b>Original contract amount</b>	<b>\$45,201.38</b>
<u>Change Order No. 1</u>	<u>\$ 6,470.52</u>
<b>Revised contract amount</b>	<b>\$51,671.90</b>

**Requested Motion: Approve Change Order No. 1 for the College Avenue Phase 1 Tree Removal Project in the amount of \$6,470.52, for a final contract amount of \$51,671.90.**

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

OWNER: City of Goshen  
PROJECT NAME: College Avenue Phase 1 Tree Removal  
PROJECT NUMBER: 2019-0022  
CONTRACTOR: Cut Rite Services, LLC, now known as Homer II LLC

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

Line item adjustments below serve as a balancing change order to close the project. These changes are the result of additional trees and one (1) stump added to the scope of work; several stumps and one tree that had been removed prior to the tree removal project; and trees that were re-measured and found to qualify as larger-diameter work items.

3	Tree, 6 in., Remove Note: This balances the line to close the project	-2 EA	@ \$384.78	-----	-\$769.56
4	Tree, 10 in., Remove Note: This balances the line to close the project	-4 EA	@ \$641.30	-----	-\$2,565.20
5	Tree, 18 in., Remove Note: This balances the line to close the project	7 EA	@ \$1,154.34	-----	\$8,080.38
6	Tree, 30 in., Remove Note: This balances the line to close the project	1 EA	@ \$1,923.90	-----	\$1,923.90
8	Stump Only, 10 in., Remove Note: This balances the line to close the project	-5 EA	@ \$96.00	-----	-\$480.00
9	Stump Only, 30 in., Remove Note: This balances the line to close the project	1 EA	@ \$281.00	-----	\$281.00
			Subtotal -		\$6,470.52

**II. ADJUSTMENTS IN AMOUNT OF CONTRACT**

1. Amount of original contract		\$45,201.38
2. Net (Addition/ <del>Reduction</del> ) due to all Previous Contract Supplements Numbers	0 to <u>0</u>	\$0.00
3. Amount of Contract, not including this supplement		\$45,201.38
4. Addition/ <del>Reduction</del> to Contract due to this supplement		\$6,470.52
5. Amount of Contract, including this supplemental		\$51,671.90
6. Total (Addition/ <del>Reduction</del> ) due to all Change Orders (Line 2 + Line 4)		\$6,470.52
7. Total percent of change in the original contract price Includes Change Order No.	1 to <u>1</u>	14.31%
(Line 6 divided by Line 1)		

**III. CONTRACT SUPPLEMENT CONDITIONS**

- The contract completion date established in the original contract or as modified by previous Contract Supplement(s) is hereby extended/~~reduced~~ by 0 calendar days, making the final completion date Friday, January 30, 2026.
- Any additional work to be performed under this Contract supplement will be carried out in compliance with the specifications included in the preceding Description of Work Involved, with the supplemental contract drawing designed as \_\_\_\_\_, and under the provisions of the original contract including compliance with applicable equipment specifications, general specifications and project specifications for the same type of work.
- This Contract Supplement, unless otherwise provided herein, does not relieve the contractor from strict compliance with the guarantee provisions of the original contract, particularly those pertaining to performance and operation of equipment.

**RECOMMENDED FOR ACCEPTANCE**

*Brad Minnick*

Brad Minnick, P.E.  
City Civil Engineer

**ACCEPTED:** REDEVELOPMENT  
CITY OF GOSHEN, INDIANA

BY: *Becky Hutsell*  
Becky Hutsell, Redevelopment Director

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

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

**ACCEPTED:** CONTRACTOR

\_\_\_\_\_  
Homer II LLC

BY: \_\_\_\_\_  
Signature of authorized representative

\_\_\_\_\_  
Printed

\_\_\_\_\_  
Title



**Engineering Department  
CITY OF GOSHEN**

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## MEMORANDUM

TO: Board of Works and Safety and Stormwater Board

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

RE: **ANNEX RE-ROOF PROJECT – CHANGE ORDER NO. 3  
(JN: 2024-0017)**

DATE: February 26, 2026

---

The 2025-2026 winter came early and stayed. E. Lee Construction has documented 60 weather days (attached) where they were unable to work. They are requesting these days be added back into the contract to extend the completion date to Thursday, April 30, 2026.

Additionally, E. Lee Construction found they had insufficient roof tiles to complete the project. The building's existing roof tiles are no longer manufactured; therefore, the purchase of salvage tiles was determined to be the best path forward as opposed to having a specialty tile batch run by Ludiwici at a higher cost and up to a 42-week project delay. Work Directive No. 2 was issued on December 3, 2025, to allow for the purchase of the salvage tiles.

There was a \$500.00 omission identified in Change Order No. 2 that is being corrected with Change Order No. 3.

The total cost of the items included in Change Order No. 3 is \$8,159.00. The total cost increase to the project for this and previous change orders is \$35,441.40, which represents 3.21% increase to the project.

**Requested Motion: Move to approve Change Order No. 3 for a 60 day time extension for a new completion date of April 30, 2026, and to increase the value of the project by \$8,159.00 for additional tiles and to correct project accounting.**

**CHANGE ORDER FORM**

Sheet 1 of 3

Change Order No. 3  
Date: 2/26/26

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

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

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

The 2025-2026 winter came early and stayed. E. Lee Construction has documented 60 weather days (attached) were they were unable to work. They are requesting these days be added back into the contract to extend the completion date to Thursday, April 30, 2026. Additionally, E. Lee Construction found they had insufficient roof tiles to complete the project. The building’s existing roof tiles are no longer manufactured; therefore, the purchase of salvage tiles was determined to be the best path forward as opposed to having a specialty tile batch run by Ludiwici at a higher cost and up to a 42-week project delay. Work Directive No. 2 was issued on December 3, 2025, to allow for the purchase of the salvage tiles.

<u>Item</u>	<u>Description</u>	<u>Qty.</u>	<u>Units</u>	<u>Unit Cost</u>	<u>Cost</u>
7(CO3)	Salvage Tiles Purcahse	1	LSUM	\$ 7,659.00	\$ 7,659.00
8(CO3)	Change Order No. 2 Omission Correction	1	LSUM	\$ 500.00	\$ 500.00
<b>Subtotal=</b>					<b>\$8,159.00</b>

## CHANGE ORDER FORM

Sheet 2 of 3

Change Order No. 3

### II. ADJUSTMENTS IN AMOUNT OF CONTRACT

1. Amount of original contract	\$1,359,107.00
2. Net (Addition/ <del>Reduction</del> ) due to all Previous Contract Supplements Numbers 0 to <u>2</u>	\$104,441.40
3. Amount of Contract, not including this supplement	\$1,463,548.40
4. Addition/ <del>Reduction</del> to Contract due to this supplement	\$8,159.00
5. Contract Allowance	\$69,000.00
6. Amount of Contract, including this supplemental	\$1,402,707.40
7. Total (Addition/ <del>Reduction</del> ) due to all Change Orders (Line 2 + Line 4 - Line 5)	\$43,600.40
8. Total percent of change in the original contract price Includes Change Order No. 1 to <u>3</u> (Line 6 divided by Line 1)	3.21%

### III. CONTRACT SUPPLEMENT CONDITIONS

1. The contract completion date established in the original contract or as modified by previous Contract Supplement(s) is hereby ~~extended/reduced~~ by 60 calendar days, making the final completion date **Thursday, April 30, 2026.**
2. Any additional work to be performed under this Contract supplement will be carried out in compliance with the specifications included in the preceding Description of Work Involved, with the supplemental contract drawing designed as N/A, and under the provisions of the original contract including compliance with applicable equipment specifications, general specifications and project specifications for the same type of work.
3. This Contract Supplement, unless otherwise provided herein, does not relieve the contractor from strict compliance with the guarantee provisions of the original contract, particularly those pertaining to performance and operation of equipment.
4. The contractor expressly agrees that he will place under coverage of his Performance and Payment Bonds and contractor's insurance, all work covered by this Contract Supplement. The contractor will furnish to the owner evidence of increased coverage of this Performance and Payments bonds for the accrued value of all contract supplements, which exceed the original contract price by twenty (20) percent.

**CHANGE ORDER FORM**

Sheet 3 of 3

Change Order No. 3

**RECOMMENDED FOR ACCEPTANCE**

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

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

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

**ACCEPTED:** CONTRACTOR

\_\_\_\_\_

BY: \_\_\_\_\_

Contractor's Authorized Signatory



**Engineering Department  
CITY OF GOSHEN**

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## MEMORANDUM

TO: Board of Works and Safety and Stormwater Board

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

RE: **ANNEX ROOF REPLACEMENT – ROAD CLOSURE EXTENSION REQUEST  
(JN: 2024-0017)**

DATE: February 26, 2026

---

On June 12, 2025, the original request for the closure of Jefferson Street was brought to the Board. Construction continues on the Annex Roof Replacement project, and so for the safety of the contractor and the public, Goshen Engineering requests permission to extend the closure of Jefferson Street from Fifth Street to the first alley east of Fifth Street through May 1, 2026.

**Requested Motion:** Move to approve the closure of Jefferson Street from Fifth Street to the first alley east of Fifth Street through May 1, 2026.

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

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

\_\_\_\_\_  
Mike Landis, Board Member

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

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

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



**Engineering Department  
CITY OF GOSHEN**

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## MEMORANDUM

TO: Goshen Board of Public Works & Safety

FROM: Goshen Engineering

RE: **CLINTON WATER TOWER PAINTING  
(JN: 2024-0034)**

DATE: February 26, 2026

---

On February 12, 2026, we received nine proposals for the above-referenced project. The itemized bid tab is attached for your reference.

The Engineering Department is requesting that the Board of Public Works and Safety award the contract to Fedewa, Inc., the lowest responsive and responsible bidder for an amount \$143,800.00. This amount includes the Base Bid (\$138,800.00) plus the Alternate to add the logos to the tank (\$5,000.00).

The City will hold Notice to Proceed and Contract until Fedewa, Inc. can demonstrate that they are registered to do work in Indiana.

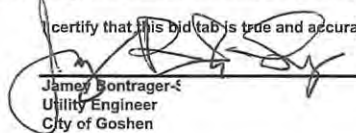
**Requested Motion: Approve signing the Agreement with Fedewa, Inc. for the Clinton Water Tower Painting project in the amount of \$143,800.00.**

CLINTON ELEVATED WATER TANK PAINTING & REPAIRS - JN: 2024-0034  
MATERIAL BID TAB  
BID DUE DATE - FEBRUARY 12, 2026

Item No.	Estimated Quantity	Unit	Description	Fedewa Inc.	Seven Bros. Painting	L&T Painting	L.C. United Painting*	Maguire Iron Inc.	O&J Coatings**	MW Cole	D&M Painting	Viking Painting
				Amount	Amount	Amount	Amount	Amount	Amount	Amount	Amount	Amount
1.01A	1	LSUM	Mobilization & Demobilization	\$1,000.00	\$10,000.00	\$4,000.00	\$5,000.00	\$5,000.00	\$10,000.00	\$10,000.00	\$8,000.00	\$14,300.00
1.01A	1	LSUM	Hazardous Waste - Removal & Hauling	\$1,000.00	\$5,000.00	\$0.00	\$500.00	\$5,000.00	\$0.00	\$0.00	\$8,000.00	\$5,100.00
1.01A	1	LSUM	Non-Hazardous Waste - Removal & Hauling	\$100.00	\$2,500.00	\$1,000.00	\$500.00	\$5,000.00	\$0.00	\$3,500.00	\$4,000.00	\$3,400.00
1.1	1	LSUM	Exterior Clean & Refinish	\$99,000.00	\$127,300.00	\$168,000.00	\$169,000.00	\$162,100.00	\$220,000.00	\$206,000.00	\$347,800.00	\$430,700.00
1.2	1	LSUM	Foundation Repair & Refinish	\$1,000.00	\$3,000.00	\$1,000.00	\$4,500.00	\$7,500.00	\$5,000.00	\$4,000.00	\$6,200.00	\$8,500.00
1.3	1	LSUM	Install Cathodic Protection	\$34,000.00	\$46,000.00	\$36,000.00	\$36,500.00	\$38,900.00	\$30,000.00	\$32,500.00	\$35,000.00	\$47,000.00
2.1	1	LSUM	Install a gasket on the wet interior roof hatch	\$200.00	\$1,000.00	\$400.00	\$500.00	\$500.00	\$500.00	\$500.00	\$800.00	\$500.00
2.2	1	LSUM	Replace the interior roof vent screen	\$500.00	\$1,000.00	\$1,000.00	\$1,000.00	\$500.00	\$500.00	\$500.00	\$1,200.00	\$400.00
2.4	1	LSUM	Adjust the loose sway rods	\$2,000.00	\$1,000.00	\$4,000.00	\$4,000.00	\$2,500.00	\$4,000.00	\$10,000.00	\$3,440.00	\$5,200.00
<b>BASE BID AMOUNT TOTAL:</b>				<b>\$138,800.00</b>	<b>\$196,800.00</b>	<b>\$215,400.00</b>	<b>\$221,500.00</b>	<b>\$227,000.00</b>	<b>\$270,000.00</b>	<b>\$267,000.00</b>	<b>\$414,440.00</b>	<b>\$515,100.00</b>
Alt. 1	1	LSUM	Addition - Logos on each side of the tank	\$5,000.00	\$11,000.00	\$12,000.00	\$13,500.00	\$15,000.00	\$12,000.00	\$14,000.00	\$28,000.00	\$16,000.00
Alt. 2	1	LSUM	Deduct - If Antennas are Removed	-\$1,000.00	-\$1,500.00	-\$1,000.00	-\$2,000.00	-\$7,500.00	-\$10,000.00	-\$1,000.00	-\$6,000.00	-\$12,700.00
<b>BID TOTAL WITH ALTERNATES:</b>				<b>\$142,800.00</b>	<b>\$206,300.00</b>	<b>\$226,400.00</b>	<b>\$233,000.00</b>	<b>\$234,500.00</b>	<b>\$272,000.00</b>	<b>\$280,000.00</b>	<b>\$436,440.00</b>	<b>\$518,400.00</b>

\* L.C. United Painting miscalculated their Base Bid Total, making their Base Bid Total \$4500 more than their written bid.

\*\*O&J Coatings miscalculated their Base Bid Total, making their Base Bid Total \$1000 more than their written bid.

I certify that this bid tab is true and accurate, and the contractors submitted all the required bid information.  
 02/23/2024  
Date  
James Bontrager -  
Utility Engineer  
City of Goshen

**CITY OF GOSHEN, INDIANA**

**CONTRACT**

**FOR**

**PROJECT: Clinton Elevated Water Tank Painting and Repairs**

**PROJECT NUMBER: 2024-0034**

THIS CONTRACT (“Contract”) is entered into on February\_\_\_\_\_, 2026, which is the date of the last signature set forth on the signature page (the “Effective Date”), by and between **Fedewa, Inc.** (“Contractor”), whose address is **4315 E. M-79 Highway, Hastings, MI 49058**, and **City of Goshen, Indiana** (“City”), a municipal corporation and political subdivision of the State of Indiana acting through the Goshen Board of Public Works and Safety.

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

**1. Scope of Work.**

- (A) Contractor shall provide all services necessary for the above referenced project (hereinafter referred to as “Project”) in accordance with the Specifications that are made a part of and attached to this Contract. The Project includes but is not limited to the painting and repair of the 500,000-gallon toro ellipse elevated water storage tank with a high-water level of 138 ft., which is located at 2502 W. Clinton St., Goshen, IN 46526, and other related work as required by the Project specifications and plans included in the Specifications and Contract Documents.
- (B) For the purposes of this Contract and the attached Specifications, all services to be performed by Contractor for the Project shall be referred to as the “Work.” The Work includes, but is not limited to, providing all supervision, labor, materials, equipment, tools, transportation, services, and other components necessary for the successful completion of the Project in a timely, professional, and workmanlike manner, including any incidentals whether or not specifically called for in the Specifications.
- (C) Contractor agrees to execute the Work by following and applying at all times the highest professional and technical guidelines and standards.

**2. Component Parts of this Contract.**

- (A) This Contract shall include the terms and conditions set forth herein, as well as the terms and conditions set forth in the following component parts which are specifically incorporated into this Contract by reference:
  - (1) City of Goshen, Indiana Specifications and Contract Documents for the Project, including addenda, if any, and the Project Manual incorporated hereto by reference.
  - (2) Contractor’s proposal to perform the Work for the Project as submitted to City, including the Project Proposal Form and all submittals and attachments prepared by Contractor.
  - (3) Notice to proceed issued by City to Contractor.
  - (4) Amendments and/or change orders that may be subsequently executed by City and Contractor.
  - (5) Contractor’s performance bond, payment bond, and maintenance bond, if any.

- (6) Contractor's certificate of insurance.
- (B) Any conflict, inconsistency or ambiguity in this Contract and any of the component parts shall be resolved by giving precedence in the following order:
  - (1) This Contract, any subsequent amendments and/or change orders;
  - (2) The City of Goshen Specifications and Contract Documents, including addenda, if any and the Project Manual incorporated hereto by reference;
  - (3) Contractor's proposal to perform the Work for the Project as submitted to City; and
  - (4) City's (and/or City's authorized representative's) written determination to resolve a conflict, inconsistency or ambiguity existing in this Contract and any of the component parts.

**3. Duties of Contractor.**

- (A) Contractor shall provide all supervision, labor, materials, equipment, tools, transportation, services, and other components necessary for the successful completion of the Project in a timely, professional, and workmanlike manner, including any incidentals whether or not specifically called for in these documents or any incorporated documents.
- (B) In accordance with Indiana Code § 5-16-13-9, Contractor, as a tier 1 contractor as defined by Indiana Code § 5-16-13-4(1), agrees that not less than fifteen percent (15%) of the total Contract price, as determined at the time the Contract is awarded, will be contributed by work performed by Contractor's employees, materials supplied directly by Contractor, and/or services supplied directly by Contractor's employees.
- (C) Contractor is responsible for ensuring that all contractors in any contractor tier that are performing some part of the work on, supplying some of the materials for, or supplying a service for the Project are also in compliance with all statutory requirements set forth in Indiana Code § 5-16-13 et seq. and all applicable provisions of the Specifications and Contract Documents and this Contract.

**4. Effective Date; Term.**

- (A) The Contract shall become effective on the date of the last signature of the authorized representatives of both the Goshen Board of Public Works and Safety and Contractor (the "Effective Date").
- (B) This Contract will remain in effect until the Contractor has satisfactorily completed all required Work. The Contract may be terminated earlier in accordance with the termination provisions.
- (C) Contractor shall begin Work within fourteen (14) calendar days after receiving a written notice to proceed from City.
- (D) Contractor shall carry out all Work expeditiously with adequate work forces and shall substantially complete the Project by May 15, 2026. The tank may only be out-of-service for a maximum of Twenty-Five (25) days. Work hours are to be Monday – Friday, 7:00 a.m. to 5:00 p.m. Contractor may work additional days/times with prior permission. Contractor is to abide by the following schedule:
  - (1) Commence work on or after April 1, 2026.
  - (2) Substantial Completion (including cure and disinfection time) by May 15, 2026.
  - (3) Final Completion by June 15, 2026.

"Substantial completion" or "substantially complete" refers to the date when the Work is sufficiently complete in accordance with the Specifications and Contract Documents, as may be modified by any written and approved amendments or change orders, and the Project is available for its intended use or purpose.

- (E) If Contractor does not substantially complete the Project within the time period and milestones set

forth in paragraph (D), City will incur damages. The parties acknowledge that it will be difficult or impossible to quantify, ascertain and prove the actual damages sustained by City in the event of and by reason of such delay. Therefore, the parties agree that, in the event the Project is not substantially completed within the time period and schedule set forth in paragraph (D), beginning either on the 26<sup>th</sup> day that the tank is out of service or after the Substantial Completion date, whichever is earlier, in lieu of actual damages, the City of Goshen shall be entitled to deduct from the amounts due to Contractor, or Contractor shall pay to the City of Goshen, the sum of One Thousand Dollars (\$1,000) per day as liquidated damages and not as a penalty for each calendar day the substantial completion of the Project is delayed.

**5. Compensation.**

- (A) City shall pay Contractor for the performance of the Work under this Contract the total Project cost of One Hundred Forty-Three Thousand, Eight Hundred Dollars (\$143,800.00) as set forth in Contractor's Project Proposal Form, a copy of which is attached to this Contract.
- (B) Contractor will be responsible for all expenses incurred in the performance of Work under this Contract. Compensation paid to Contractor is in full consideration for any Work performed and any expenses incurred while performing said Work.

**6. Payment and Retainage.**

- (A) City shall compensate Contractor as Work on the Project progresses, based on the dollar value of Work satisfactorily completed in accordance with the unit prices set forth in Section 5, Compensation. All progress payment amounts shall be subject to the City's verification of actual quantities.
- (B) In accordance with Indiana Code § 36-1-12-13.1 and 14, City shall withhold payment of money in a sufficient amount to pay the subcontractors, laborers, material suppliers, and those furnishing services or three percent (3.0%) of the dollar value of all Work satisfactorily completed, whichever is greater, until the Project is substantially complete. Upon substantial completion, if minor items remain uncompleted, an amount computed under Indiana Code § 36-1-12-14(f) shall be withheld until those items are completed. The retainage shall be held either by City or placed in an escrow account with a bank, savings and loan institution or the state as the escrow agent.
- (C) Contractor shall submit a detailed invoice(s) itemizing the Work satisfactorily completed no more frequently than once every thirty (30) days. The invoices shall be submitted to City for review and acceptance to the following address, or at such other address as City may designate in writing:

City of Goshen Engineering Department  
204 East Jefferson Street, Suite 1  
Goshen, IN 46528  
Email: [Engineering@goshencity.com](mailto:Engineering@goshencity.com)

- (D) In addition, Contractor shall submit proof to City that Contractor has paid all subcontractors, material suppliers, laborers, and those furnishing services for this Project before final payment is made.
- (E) Except for a final payment as provided by subparagraph (1), City will process payment to Contractor within forty-five (45) days after receipt of a complete and detailed invoice, subject to City's review and acceptance. In the event of any dispute, City shall pay only the undisputed portion of the invoice. Payment shall be deemed made on the date of mailing the check.

(1) If the Project is for the construction, improvement, alteration, repair, or maintenance of a highway, street, road or alley, upon Contractor's completion of the Project in accordance with the Specifications and Contract Documents, the final inspection and acceptance by City, and provided Contractor has submitted proof that Contractor has paid all subcontractors, material suppliers, laborers, or those furnishing services under this Contract, City shall pay Contractor the final payment within one hundred twenty (120) days after such completion, inspection, acceptance, and delivery of acceptable evidence.

Final payment will not be made on any amounts that are in dispute.

- (F) As a condition of payment, all Work performed under this Contract must meet the City's reasonable satisfaction and comply with all requirements of the Specifications and Contract Documents. City shall have no obligation to pay for any Work determined to be unsatisfactory, defective, or inconsistent with the terms of this Specifications and Contract Documents.
- (G) Any payment made by City shall not relieve the obligation of Contractor to correct any unsatisfactory or defective Work, nor shall such payment constitute acceptance of any Work not in compliance with the Specifications and Contract Documents.
- (H) Contractor shall have a current W-9 form on file with the Goshen Clerk-Treasurer's Office before City will issue payment to Contractor.

**7. Payment Bond.**

- (A) Contractor agrees to provide City an approved payment bond equal to the contract price within fourteen (14) days after award of the Contract.
- (B) The payment bond is binding on Contractor, and a contractor in any contractor tier, and their successors and assigns for the payment of all indebtedness to a person for labor and services performed, material furnished, or services rendered. The payment bond must state that it is for the benefit of the subcontractors, laborers, material suppliers, and those performing services. The payment bond must specify that a modification, omission or addition to the terms and conditions of the Contract, plans, specifications, drawings or profile; a defect in the public work Contract; or a defect in the proceedings preliminary to the letting and award of the public work Contract does not discharge the surety.
- (C) The surety on the payment bond shall not be released until one (1) year after the date of the City's final settlement with Contractor.

**8. Performance Bond.**

- (A) Contractor agrees to provide City an approved performance bond equal to the contract price within fourteen (14) days after award of the contract.
- (B) The performance bond shall guarantee the faithful and proper performance of the Work in accordance with the Specifications and Contract Documents. The performance bond must specify that a modification, omission or addition to the terms and conditions of the Contract, plans, specifications, drawings or profile; a defect in the Contract; or a defect in the proceedings preliminary to the letting and award of the public work Contract does not discharge the surety.
- (C) The City shall not release the surety on the performance bond until one (1) year after the date of the City's final settlement with Contractor.

**9. Construction Schedule.**

- (A) After being awarded the Contract, Contractor shall update the proposed construction schedule that was submitted with the Contractor's Project Proposal Form for approval by City. Contractor agrees to adhere to the construction schedule so that the Project is completed on or before the substantial completion date.
- (B) If Contractor fails to adhere to the construction schedule, Contractor shall adopt other or additional means and methods of construction and commit additional labor, equipment and other resources as necessary to make up for the time lost and to assure completion of the Project on or before the substantial completion date.
- (C) Contractor agrees that no modification to the construction schedule is permitted that will delay the completion of the Project by the substantial completion date without a formal amendment to this Contract.

**10. Project Safety.**

- (A) Contractor shall be responsible for initiating, maintaining, supervising and enforcing all safety precautions and programs in connection with the Project, and shall comply with any protective measures indicated in these Specifications and Contract Documents and as required by local, state and federal rules and regulations.
- (B) Pursuant to Indiana Code § 36-1-12-20, if the performance of Work for this Project requires the creation of a trench of at least five (5) feet in depth, Contractor and/or any contractor in any contractor tier shall perform such work in accordance with IOSHA regulations 29 CFR 1926, Subpart F, for trench safety systems. 29 CFR 1926, Subpart F, are incorporated into these Specifications and Contract Documents by reference. The cost for trench safety systems, if required, shall be paid for as a separate pay item, or if not a separate pay item, in the pay item of the principal work with which the safety systems are associated.

**11. Materials and Workmanship; Inspection.**

- (A) All equipment, goods, materials, and systems provided in the performance of this Contract shall be as specified in these Specifications and Contract Documents, be of the best grade and free of defects, and subject to the City's observation, inspection and testing.
- (B) In accordance with Indiana Code § 5-16-8-2 et seq., if any steel or foundry products are to be used or supplied in the performance of this Contract, Contractor shall use only steel or foundry products made in the United States unless the City has determined, in writing, that the cost of the steel or foundry products manufactured in the United States is considered unreasonable.
- (C) Upon request of City, Contractor shall furnish to City for approval full information concerning equipment, goods, materials, and systems that Contractor contemplates using in the Project.
- (D) City shall be afforded complete and unhindered access to the Work for observation, inspecting and testing. Contractor shall provide proper and safe conditions for such access.
- (E) City shall have the right to reject equipment, goods, materials, systems and/or workmanship and require the correction or replacement of equipment, goods, materials, systems or workmanship which are defective or do not conform to the requirements of the project specifications in these Specifications and Contract Documents. Contractor shall correct, at Contractor's expense, any defects, omissions or nonconformance after written notice from City.
- (F) In the event Contractor fails, refuses or neglects to correct any defects, omission or nonconformance, City may correct the same and Contractor agrees to pay on demand the cost and expense for making the correction.

**12. Warranty; Maintenance Bond.**

- (A) Contractor shall warrant all equipment, goods, materials, and systems furnished under this Contract to be new unless otherwise specified, and all workmanship to be of the highest quality, free from faults and defects, and to conform to the requirements of the project specifications in these Specifications and Contract Documents. This warranty period shall be as specified in the project specifications, or if no warranty period is specified, the warranty period shall be a minimum of two (2) years after substantial completion of the Project. This warranty shall survive any inspection, testing, acceptance, or payment by the City.
- (B) Under this guarantee, Contractor agrees to correct or replace without delay and at Contractor's expense, the equipment, goods, materials, systems or workmanship which are defective or do not conform to the requirements of the project specifications in these Specifications and Contract Documents.
- (C) Any work required as a result of erroneous site preparation due to the fault or negligence of Contractor shall also be provided by Contractor at no additional charge to City.
- (D) Contractor agrees to provide City an approved maintenance bond in an amount equal to fifty percent (50%) of the contract price upon completion of the Project and acceptance by the City.

- (E) The maintenance bond shall guarantee that all equipment, goods, materials, and systems used and used in the Project and resulting workmanship are in accordance with the Specifications and Contract Documents. Contractor shall be responsible for removing and correcting all defects due to faulty or defective equipment, goods, materials, systems, and/or workmanship and shall pay for any damages to other work resulting therefrom which shall be discovered within the guarantee period.
- (F) The maintenance bond shall not be released until two (2) years after the acceptance of the Work by City.

**13. Independent Contractor.**

- (A) Contractor enters into this Contract, and will remain throughout the term of the Contract, as an independent contractor. This Contract does not in any way create any type of partnership, association, joint venture, or other business relationship. Contractor agrees that Contractor and any employees, agents or subcontractors of Contractor shall be under the sole and exclusive direction and control of Contractor, and such employees, agents or subcontractors are not and will not become employees, agents or subcontractors of City while this Contract is in effect.
- (B) Contractor shall be solely responsible for injury, including death, to any persons or damages to any property arising out of the acts or omissions of Contractor and/or Contractor's employees, agents or subcontractors.
- (C) Contractor shall provide all necessary unemployment and workers' compensation insurance, and any other insurance on Contractor and Contractor's employees, agents or subcontractors. Contractor is solely responsible for compliance with all federal, state and local laws regarding the reporting of compensation earned and the payment of all income taxes. City will not withhold from any compensation paid any amounts for federal, state or local income taxes.

**14. Non-Discrimination.**

- (A) In accordance with Indiana Code § 22-9-1-10, Contractor and all subcontractors shall not discriminate against any employee or applicant for employment to be employed in the performance of this Contract, with respect to the employee or applicant's hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of the employee or applicant's race, religion, color, sex, disability, national origin, or ancestry. Breach of this covenant may be regarded as a material breach of the Contract.
- (B) In accordance with Indiana Code § 5-16-6-1, the Contractor agrees:
  - (1) That in the hiring of employees for the performance of work under this Contract or any subcontract hereunder, no contractor, or subcontractor, nor any person acting on behalf of such contractor or subcontractor, shall, by reason of race, religion, color, sex, national origin or ancestry, discriminate against any citizen of the state of Indiana who is qualified and available to perform the work to which the employment relates;
  - (2) That no contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of work under this Contract on account of race, religion, color, sex, national origin or ancestry;
  - (3) That there may be deducted from the amount payable to Contractor by City under this Contract, a penalty of Five Dollars (\$5.00) for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of the Contract; and
  - (4) That this Contract may be canceled or terminated by City, and all money due or to become due hereunder may be forfeited, for a second or any subsequent violation of the terms or conditions of this section of the Contract.
- (C) This section shall also apply to a contractor in any contractor tier.

**15. Employment Eligibility Verification.**

- (A) In accordance with Indiana Code § 22-5-1.7 et seq., by execution of this Contract, Contractor affirms under the penalties for perjury that Contractor does not knowingly employ an unauthorized alien.
- (B) Contractor further agrees to enroll in and verify the work eligibility status of all newly hired employees through the E-Verify program as defined in Indiana Code § 22-5-1.7-3. Contractor is not required to participate in the E-Verify program should the program cease to exist. Contractor is not required to participate in the E-Verify program if Contractor is self-employed and does not employ any employees.
- (C) Contractor shall not knowingly employ or contract with an unauthorized alien, and Contractor shall not retain an employee or continue to contract with an individual that Contractor subsequently learns is an unauthorized alien.
- (D) Contractor shall require all subcontractors that perform work under this Contract to certify to Contractor that the subcontractor does not knowingly employ or contract with an unauthorized alien and that the subcontractor has enrolled and is participating in the E-Verify program. Contractor agrees to maintain this certification throughout the duration of the term of a contract with a subcontractor.
- (E) City may terminate the Contract if Contractor fails to cure a breach of this provision no later than thirty (30) days after being notified by City of a breach.
- (F) In accordance with Indiana Code § 5-16-13-11(1), before an individual who is required to be verified under Indiana Code § 22-5-1.7 begins Work on the Project, Contractor shall submit to City the E-Verify case verification number for the individual. An individual who is required to be verified under Indiana Code § 22-5-1.7 whose final case result is final non-confirmation may not be employed on the Project.
- (G) This section shall also apply to a contractor in any contractor tier.

**16. Employee Drug Testing Program.**

- (A) Contractor must implement the employee drug testing program that complies with the requirements of Indiana Code § 4-13-18 et seq. and as described in Contractor's written plan submitted with their Project Proposal Form.
- (B) City may cancel or terminate this Contract in the event Contractor fails to implement the employee drug testing program during the term of the Contract for this Project; fails to provide information regarding the implementation of Contractor's employee drug testing program at the request of City; or provides City false information regarding the Contractor's employee drug testing program.
- (C) This section also applies to a contractor in any contractor tier, including subcontractors.

**17. Contractor Compliance with Other Laws.**

- (A) In accordance with Indiana Code § 5-16-13-11, Contractor agrees:
  - (1) A contractor shall not pay cash to any individual employed by Contractor for Work done by the individual on the Project.
  - (2) A contractor is and shall remain in compliance with the federal Fair Labor Standards Act of 1938, as amended (29 USC 201-209) and the state Minimum Wage Law of 1965 (Indiana Code § 22-2-2-1 through Indiana Code § 22-2-2-8).
  - (3) A contractor is and shall remain in compliance with the worker's compensation or occupational diseases requirements under Indiana Code § 22-3-5-1 and Indiana Code § 22-3-7-34.
  - (4) A contractor is and shall remain in compliance with the unemployment insurance under Indiana Code § 22-4-1 through Indiana Code § 22-4-39.5.
  - (5) A contractor is and shall remain in compliance with the training program requirements

under Indiana Code § 5-16-13-12 as applicable.

- (B) In accordance with Indiana Code § 5-16-13-13, a contractor shall preserve all payroll and related records of a contractor for a period of three (3) years after completion of the Project; and shall open such records to inspection by the department of workforce development.
- (C) This section shall also apply to a contractor in any contractor tier.

**18. Indemnification.** Contractor shall indemnify, defend, and hold harmless the City of Goshen and City's agents, officers, and employees from and against any and all liability, obligations, claims, actions, causes of action, judgments, liens, damages, penalties, injuries, or accidental deaths caused by any intentional, reckless, or negligent act or omission by Contractor or any of Contractor's agents, officers, employees and subcontractors during the performance of this Contract. Such indemnity shall include reasonable attorney's fees and other expenses incurred by City and shall not be limited by reason of insurance coverage required by this Contract.

**19. Insurance.**

- (A) Prior to commencing Work, Contractor shall furnish City a certificate of insurance in accordance with the following minimum requirements, shall maintain the insurance in full force and effect, and shall keep on deposit at all times during the term of the Contract with City the certificates of proof issued by the insurance carrier that such insurance is in full force and effect.
- (B) Each certificate shall require that written notice be given to the City at least thirty (30) days prior to the cancellation or a material change in the policy.
- (C) Contractor shall be solely responsible for any and all incidental occurrences, including but not limited to damage to cars and/or other personal property of local residents, buildings, landscaping, etc. due to overspray when power washing outside of tank, performing painting tasks, etc. Contractor shall be solely responsible for making any and all restitution directly to damaged party to make the party whole. Contractor owes the City the same indemnification stated in Section 18 above for any incidental occurrences referenced in this section.
- (D) Contractor shall at least include the following types of insurance with the following minimum limits of liability:
  - (1) Workers Compensation and Employer's Liability - Statutory Limits
  - (2) General Liability - Combined Bodily Injury and Property Damage, \$1,000,000 each occurrence and \$2,000,000 aggregate; Products – Completed Operations, \$2,000,000 aggregate; and Personal and Advertising Injury, \$1,000,000 each occurrence. The City of Goshen is to be named as an additional insured.
  - (3) Automobile Liability - Combined Bodily Injury and Property Damage, \$1,000,000 each occurrence and \$2,000,000 aggregate. The City of Goshen is to be named as an additional insured.
  - (4) Excess Umbrella Coverage - \$5,000,000 each occurrence and \$5,000,000 general aggregate.
  - (5) Contractor's Professional Liability - \$1,000,000 each claim and \$2,000,000 annual aggregate and must be maintained for a minimum of two (2) years after Substantial Completion.
  - (6) Builder's Risk Insurance – Contractor shall purchase and maintain builder's risk insurance upon the Work on a completed value basis, in the amount of the Work's full insurable replacement cost. The builder's risk insurance must be written on the builder's risk "all risk" policy form.

**20. Force Majeure.** In the event that either party is unable to perform any of its obligations under this Contract or to enjoy any of its benefits because of natural disaster or decrees of governmental bodies not the fault of the affected party (hereinafter referred to as a "Force Majeure Event"), the affected party shall immediately

or as soon as reasonably possible under the circumstances provide written notice to the other party. The notice shall provide evidence of the Force Majeure Event to the satisfaction of the other party. Upon receipt of such notice, all obligations under this Contract shall be immediately suspended. The affected party shall do everything possible to resume performance. If the period of nonperformance exceeds thirty (30) days from the receipt of notice of the Force Majeure Event, the party whose ability to perform has not been so affected may, by giving written notice, terminate this Contract and the other party shall have no recourse.

**21. Funding Cancellation.** When the City's Common Council makes a written determination that funds are not appropriated or otherwise available to support continuation of performance of the Work under this Contract, this Contract shall be canceled. A determination by the Common Council that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.

**22. Default.**

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

**23. Termination.**

- (A) This Contract will continue in effect until all required Work provided for in this Contract has been completed to the satisfaction of City and shall then terminate unless extended in writing by mutual agreement of both parties.
- (B) The Contract may be terminated in whole or in part, at any time, by mutual written consent of both parties.
- (C) The Contract may be terminated in whole or in part, at any time, in the event a written determination is made under Section 21, Funding Cancellation.
- (D) City may terminate this Contract, in whole or in part, in the event of default by Contractor.
- (E) Contractor shall be paid for all Work performed and expenses reasonably incurred prior to notice of termination.

- (F) The rights and remedies of the parties under this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

**24. Subcontracting or Assignment of Contract.**

- (A) Contractor shall not subcontract or assign any right or interest under the Contract, including the right to payment, without having prior written approval from City. Any attempt by Contractor to subcontract or assign any portion of the Contract shall not be construed to relieve Contractor from any responsibility to fulfill all contractual obligations.
- (B) Contractor shall provide prompt written notice to City of any changes in Contractor's legal name or legal status so that changes may be documented and payments to the successor entity may be made.

**25. Change Orders.**

- (A) If in the course of the Work it becomes necessary to change or alter the original specifications, City may issue a change order to add, delete or change an item(s) in the original Contract, with the Contract price and/or substantial completion date, being adjusted accordingly. The change order shall be prepared by the licensed architect or engineer assigned to the Project.
- (B) If the change order requires an increase or decrease in units of materials that are included in the original Contract, the cost of these units must be the same as shown in the original Contract.
- (C) Except in the case of an emergency, Contractor shall not commence any additional Work or change in scope of the work until the change order is authorized in writing and signed by both parties. Contractor shall make no claim for additional compensation in the absence of a prior written and authorized change order signed by both parties.

**26. Modifications or Amendments.** Any modification or amendment to the terms and conditions of the Contract, including a change order, shall not be binding unless made in writing and signed by both parties. Any verbal representations or modifications concerning the Contract shall be of no force and effect.

**27. Waiver of Rights.** No right conferred on either party under this Contract shall be deemed waived and no breach of this Contract excused unless such waiver or excuse shall be in writing and signed by the party claimed to have waived such right.

**28. Applicable Laws.**

- (A) Contractor agrees to comply with all applicable federal, state, and local laws, rules, regulations and ordinances, and all contractual provisions required to be included in this Contract are incorporated by reference. The enactment or modification of any applicable state or federal statute or the promulgation of rules or regulations thereunder after execution of this Contract shall be reviewed by the parties to determine whether the provisions of this Contract require formal modification.
- (B) The provisions of Indiana Code § 5-16-13 et seq., Requirement of Contractors on Public Works Projects, are specifically incorporated into this Contract by reference.
- (C) Contractor agrees to obtain and maintain all required permits, licenses, registrations, and approvals, and shall comply with all health, safety, and environmental rules or regulations in the performance of the Project. Failure to do so may be deemed a material breach of Contract.

**29. Governing Law.**

- (A) These documents shall be construed in accordance with and governed by the laws of the State of Indiana. Any suit must be brought in a court of competent jurisdiction in Elkhart County, Indiana.
- (B) In the event legal action is brought to enforce or interpret the terms and conditions of these documents, the prevailing party of such action shall be entitled to recover all costs of that action, including reasonable attorneys' fees.

**30. Miscellaneous.**

- (A) Any provision of this Contract or incorporated documents shall be interpreted in such a way that they are consistent with all provisions required by law to be inserted into the Contract.
- (B) In the event of a conflict between these documents and applicable laws, rules, regulations, or ordinances, the most stringent or legally binding requirement shall govern.

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

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

City: City of Goshen Engineering Department  
204 East Jefferson Street, Suite 1  
Goshen, IN 46528  
Email: [Engineering@goshencity.com](mailto:Engineering@goshencity.com)

with a copy to:

City of Goshen, Indiana  
Attention: Goshen Legal Department  
204 East Jefferson St., Suite 2  
Goshen, IN 46528  
Email: [Legal@goshencity.com](mailto:Legal@goshencity.com)

Contractor: Fedewa, Inc.  
4315 E. M79 Highway  
Hastings, MI 49058  
[Fedewatower@yahoo.com](mailto:Fedewatower@yahoo.com)

**33. Binding Effect.** All provisions, covenants, terms and conditions of this Contract apply to and bind the parties and their legal heirs, representatives, successors and assigns.

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

*[Signature Page Follows.]*

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

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

**Fedewa, Inc.**

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

\_\_\_\_\_  
Carl Fedewa, President

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

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

CITY OF GOSHEN, INDIANA

PROJECT: Clinton Elevated Water Tank Painting and Repairs

PROJECT NUMBER: 2024-0034

WORK ITEMS

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

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

Fedewa Inc Call John Piro

**PART 1**

**1.01 LINE ITEMS**

Bidder agrees to perform all work as described in the Contract Documents, including all labor and material for the following items.

**1.01.A. General Items:** All contract general costs (mobilization, demobilization, bonds, etc.) should be included below and the mobilization/demobilization item should not exceed 5% of the total project cost (Up to 75% of this fee can be charged for mobilization, the remainder will be for demobilization). Waste handling and hauling are separate general line items:

Mobilization/Demobilization: (Lump Sum) \$ 1000

Hazardous Waste – Removal & Hauling: (LUMP SUM) \$ 1000

Non-Hazardous Waste – Removal & Hauling: (LUMP SUM) \$ 100

**1.01.B. Major Items:**

1.1 EXTERIOR CLEAN & REFINISH: (LUMP SUM) \$ 99,000

1.2 FOUNDATION REPAIR & REFINISH: (LUMP SUM) \$ 1,000

1.3 INSTALL CATHODIC PROTECTION: (LUMP SUM) \$ 34,000

TOTAL \$ 134,000

**1.01.C. Repair Items:**

2.1 Install a gasket on the wet interior roof hatch: (LUMP SUM) \$ 200

2.2 Replace the interior roof vent screen: (LUMP SUM) \$ 500

~~2.3 Install bowl rigging couplings: (LUMP SUM) \$ \_\_\_\_\_~~

2.4 Adjust the loose sway rods: (LUMP SUM) \$ 2000

TOTAL \$ 2700

BASE BID TOTAL \$ 138,800

**PART 2 – PROPOSED CONTRACT PRICE**

The Respondent proposes to furnish all supervision, labor, materials, equipment, services, permits and any other components necessary to successfully complete the Project in accordance with the Specifications and Contract Documents, including any incidental requirements for the base bid of:

Written: one hundred thirty eight thousand eight hundred /cc Dollars  
Figures: \$ 138,800

**PLUS-ALTERNATE #1 – Logo on Each Side of Tank:**

Written: Five thousand /cc Dollars  
Figures: \$ 5000

**BID TOTAL – Base Bid plus Alternate #1:**

Written: one hundred forty three thousand eight hundred /cc Dollars  
Figures: \$ 143,800

**PART 3 – ADDENDA**

The Respondent shall ascertain prior to submitting a proposal that the Respondent has received all Addenda issued. The Respondent acknowledges receipt of the following Addenda for the Project:

       NONE. There were no Addenda issued for this Project.

Addenda Number 1 Dated 2-3-26

Addenda Number 2 Dated 2-3-26

Addenda Number \_\_\_\_\_ Dated \_\_\_\_\_

Addenda Number \_\_\_\_\_ Dated \_\_\_\_\_



**Stormwater Department  
CITY OF GOSHEN**

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

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

## MEMORANDUM

TO: Board of Works and Public Safety

FROM: Stormwater Department

**RE: AGREEMENT FOR THE COMPLETION OF THE BURTON'S LAUNDRY  
PROJECT AT 301 W PIKE STREET (JN: 2025-2013)**

DATE: February 26, 2026

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The Stormwater Department requests the approval of an Agreement for the Completion of Construction for the Burton's Laundry project located at 301 W Pike Street. The building has passed its final building inspection and the project is substantially complete except for the 7,900 sq. ft. of stabilization, required landscaping, capping and disconnecting water services in two locations, replacing removed material then stabilizing the disturbed areas, and replacing any sidewalk or curbing that was damaged during construction. These final requirements cannot be completed at this time due to weather conditions.

The Stormwater Department submits this Agreement for the Completion of the Construction Project for approval and authorization for the Mayor and Board Members to execute.

The property owner David Nufer LLC, and builder Ancon Construction, agree to complete all work by June 15, 2026. The expected cost of the work is Forty-six thousand one hundred and forty dollars (\$46,140). A surety bond in that amount has been remitted by the Cincinnati Insurance Company to the Clerk-Treasurer's Office.

**Requested Motion: Approve and authorize the Board to execute the Agreement with David Nufer LLC and Ancon Construction for the Completion of the Burton's Laundry project at 301 W Pike Street.**

**AGREEMENT FOR THE COMPLETION  
OF THE CONSTRUCTION PROJECT**

THIS AGREEMENT is entered into on February 26, 2026, between the City of Goshen, Indiana, by and through the Goshen Board of Public Works and Safety, hereinafter referred to as "Goshen," and

Property Owner: David A Nufer LLC

and, if the builder is responsible for completing the remaining work,

Builder: Ancon Construction

No Builder

hereinafter referred to individually or collectively, if applicable, as "Permittee."

Permittee obtained a building permit for the construction of a building on the real estate at

Site: 301 W Pike Street - Burtons Laundry, Goshen, Indiana, hereinafter referred to as "Site."

The construction project is substantially complete except for:

- certain exterior work that cannot be completed due to weather conditions.
- the installation of certain parts or equipment which are not currently available.

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

1. **WORK.** Permittee agrees to complete the following remaining item(s) of work, hereinafter referred to as "Work," as soon as conditions permit, but no later than June 15, 2026, unless an earlier date is specified below:

- Permanently stabilize the Site which shall include grading, adding topsoil where needed, seeding and mulching of the grounds. This shall specifically include stabilization of approximately 7,900 square feet of disturbed area with seed and a temporary stabilization measure such as anchored mulch, hydromulch, or erosion control blankets. In addition, all adjacent and/or affected inlets shall be kept covered until the Site has been completely and permanently stabilized.
- Plant all required landscaping at the Site according to the plan submitted to the Goshen Planning and Zoning Department. This shall include planting: 6 large deciduous trees, 5 small deciduous trees, 49 deciduous shrubs, and 48 evergreen shrubs.

Install the hard surface driveway for the Site.

- Permittee agrees to install a temporary gravel driveway, and Goshen will permit the installation of the temporary gravel driveway until such time as the permanent hard surface driveway can be installed. The temporary gravel driveway shall be installed prior to occupancy of the building, but no later than \_\_\_\_\_, 20\_.
- Install the hard surface parking lot for the Site.
- Permittee agrees to install a temporary gravel parking lot, and Goshen will permit the installation of the temporary gravel parking lot until such time as the permanent hard surface parking lot can be installed. The temporary gravel parking lot shall be installed prior to occupancy of the building, but no later than \_\_\_\_\_, 20\_.
- Install all required parking lot striping for parking spaces at the Site.
- Install approximately \_\_\_\_\_ square feet of concrete sidewalk and/or curbing at or adjacent to the Site parallel to the following public street: \_\_\_\_\_  
\_\_\_\_\_
- Install approximately \_\_\_\_\_ of concrete sidewalk at the Site to the building entrance.
- Install the following certain parts or equipment at the Site: \_\_\_\_\_  
Disconnect and cap water service in two locations, replace removed material, and stabilize the  
disturbed areas.
- Other: Replace any sidewalk or curbing that was damaged during construction.  
\_\_\_\_\_

2. **SURETY.** Permittee is required to provide Goshen a surety to guarantee the timely and proper completion of the Work if the cost of the Work is estimated by Goshen to be at least Two Thousand Dollars (\$2,000), or if the Work includes the installation of a driveway, parking lot, sidewalk, curbing or other hard surface improvement, regardless of cost.

- Permittee agrees to provide Goshen a surety in the amount of \_\_\_\_\_  
Forty six thousand one hundred and forty Dollars (\$ 46,140.00 )  
to guarantee the timely and proper completion of the Work under the terms of this agreement. The surety may be in the form of a surety bond, letter of credit, or cash bond, including a cashier's check or corporate check (which City Clerk-Treasurer will cash). The surety is to guarantee the timely and proper completion of the obligations under this agreement and is not intended for the benefit of any third party, including Permittee's contractors or subcontractors. Upon satisfactory completion of the Work, Goshen will release the surety. If the surety is in the form of cash or a check, the Permittee must have a current W-9 on file with the City Clerk-Treasurer so a check may be issued to refund the surety.
- Permittee is not required to provide Goshen a surety to guarantee the timely and proper completion of the Work.

3. **CERTIFICATE OF OCCUPANCY.** Except for the Work yet to be completed as set forth in Section 1 above, once the construction project complies with all applicable City ordinances

and requirements, Goshen will issue a Certificate of Occupancy for the Site on the condition that Permittee complies with the terms of this agreement. **It is Permittee's obligation to contact the Goshen Building Department to obtain the Certificate of Occupancy prior to occupying the building.**

4. **FORCE MAJEURE.** If Permittee's performance under this agreement is prevented because of an occurrence that is beyond the control of the Permittee which could not have been avoided by exercising reasonable diligence, Permittee's time for performance will be extended. Such extension shall be for no longer than necessary given the nature of the occurrence which causes the delay. Examples of such occurrences are tornadoes, floods, or more than a typical number of days where rainfall prohibits the performance required of the Permittee.

If Permittee is delayed, Permittee shall immediately notify Goshen in writing describing the nature of the event delaying performance. Permittee shall make every effort to resume performance as soon as possible.

5. **DEFAULT.** It is mutually agreed that if Permittee fails to perform or comply with the terms of this agreement, Goshen may declare the agreement to be in default without notice to Permittee.

Upon declaration of default, Goshen may take such action as is necessary to complete Permittee's obligations although Goshen is not obligated to do so. If Surety is provided under this agreement, Goshen may use the Surety to pay for the completion of any of Permittee's obligations. Goshen may seek any other remedy available at law or equity in addition to or instead of any remedy provided for in this agreement.

Goshen shall have the right to correct any defect in the Work, and Goshen shall have the right to stabilize the Site in accordance with the Goshen City Construction Site Stormwater Runoff Control Ordinance. The Surety, if required, and/or Permittee shall pay all of Goshen's costs and expenses incurred in taking such actions including, but not limited to engineering, legal and other costs, together with any damages either direct or consequential which Goshen may sustain on account of Permittee's failure to fulfill Permittee's obligations under this agreement.

6. **SUBCONTRACTING OR ASSIGNMENT OF CONTRACT.** Permittee shall not subcontract or assign any right or interest under the agreement without having prior written approval from the Goshen Board of Public Works and Safety, provided, however, that Permittee shall be permitted to independently engage any contractors, subcontractors, or laborers to perform the Work, and such engagement shall not be considered to be an impermissible subcontracting or assignment by Permittee of any right or interest under this agreement. Except as provided herein, any attempt by Permittee to subcontract or assign any portion of the agreement shall not be construed to relieve Permittee from any responsibility to fulfill Permittee's obligations.
7. **AMENDMENTS.** Any modification or amendment to the terms and conditions of the agreement shall not be binding unless made in writing and signed by both parties and such modification is approved by the Goshen Board of Public Works and Safety. Any verbal representations or modifications concerning the agreement shall be of no force and effect.
8. **WAIVER OF RIGHTS.** No right conferred on either party under this agreement shall be deemed waived and no breach of this agreement excused unless such waiver or excuse shall be in writing and signed by the party claimed to have waived such right.

9. **NOTICES.** All written notices, properly addressed and sent by U.S. mail or delivered personally to the address provided below shall constitute sufficient notice whenever written notice is required for any purpose in this agreement. Notice will be considered given five (5) days after the notice is deposited in the U.S. mail or when received at the appropriate address.

Address for Goshen: City of Goshen, Indiana  
Attention: Goshen Legal Department  
204 East Jefferson Street, Suite 2  
Goshen, IN 46528

Address for Permittee:

**Property Owner:** David A Nufer LLC  
2409 Mishawaka Aveue  
South Bend, IN 46615

Phone: 574-340-9750

Email: dauidanufer@gmail.com

**Property Owner:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

**Builder:** Ancon Construction  
2121 West Wilden Ave  
Goshen IN 46528

Phone: 574-533-9561

Email: glen@anconstruction.com

No Builder

10. **APPLICABLE LAWS.** Permittee agrees to comply with all applicable federal, state, and local laws, rules, regulations, or ordinances.

In the event of a conflict between this agreement and applicable laws, rules, regulations or ordinances, the most stringent or legally binding requirement shall govern.

This agreement shall be construed in accordance with and governed by the laws of the State of Indiana, and suit, if any, must be brought in a court of competent jurisdiction in Elkhart County, Indiana.

11. **ATTORNEY FEES.** In the event legal action is brought to enforce or interpret the terms and conditions of this agreement, the non-prevailing party will pay all costs and expenses expended or incurred by the prevailing party, including reasonable attorneys' fees.

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

13. **BINDING EFFECT.** All provisions, covenants, terms and conditions of the agreement apply to bind the parties and their legal heirs, representatives, successors and assigns.

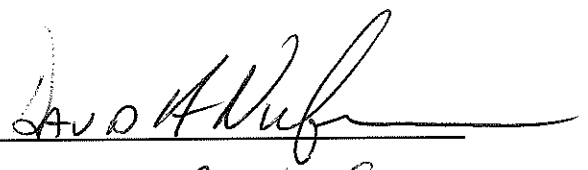
14. **ENTIRE AGREEMENT.** This agreement constitutes the entire agreement between the parties and supersedes all other agreements or understandings between Goshen and Permittee.

15. **AUTHORITY TO EXECUTE.** Each person executing this agreement represents that he or she is duly authorized and has legal authority to execute and deliver this agreement on behalf of the respective party, and upon execution and delivery of this agreement, bind the respective party to the terms and conditions of the agreement.

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

**Permittee<sup>1</sup>:**

Property Owner:

Signature:   
Printed: DAVID A NUFER  
Title (if any): Member  
Date: 2-18-26

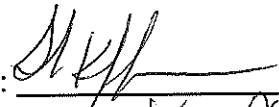
Signature: \_\_\_\_\_

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

Title (if any): \_\_\_\_\_

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

Builder:

Signature:   
Printed: Olen Kauffman  
Title: Project Manager  
Date: 2/18/2026

Goshen:

\_\_\_\_\_  
Gina Leichty, Mayor  
Date: \_\_\_\_\_

\_\_\_\_\_  
Michael Landis, Board of Works and Safety  
Date: \_\_\_\_\_

\_\_\_\_\_  
Mary Nichols, Board of Works and Safety  
Date: \_\_\_\_\_

\_\_\_\_\_  
Orv Myers, Board of Works and Safety  
Date: \_\_\_\_\_

\_\_\_\_\_  
Barb Swartley, Board of Works and Safety  
Date: \_\_\_\_\_

<sup>1</sup> The Property Owner is required to execute the agreement. If the Builder is responsible for completing the remaining work or if the Builder is providing the surety under the agreement (if required), the Builder is also required to execute the agreement.



Richard Aguirre, City Clerk-Treasurer

CITY OF GOSHEN

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

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

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

TO: Board of Public Works & Safety

FROM: Clerk-Treasurer Richard Aguirre

RE: Encumbrances from the 2025 Budget to the 2026 Budget

DATE: February 26, 2026

---

Attached for the Board's approval and execution is the list of accounts with a balance in the 2025 budget that will be encumbered into the 2026 budget.

At the end of each year, City Department Heads review any of their unspent budget and compare it to their outstanding invoices or contracts. If any 2025 unspent budget is available to pay an outstanding 2025 invoice or contract, then the amount can be encumbered into 2026, but only for the approved expense.

The attached budgeted amounts were remaining in the 2025 budget, and Department Heads requested to encumber the amounts into 2026. For each encumbrance, the Department Heads presented an invoice, purchase order, executed agreement or contract or memorandum.

The proposed encumbrances were reviewed by the Clerk-Treasurer's and Mayor's offices, and include Office Expenses, Supplies, Professional Services, Contractual Services, Other Services & Charges, Equipment, and Capital Expenditures. The final approval for these encumbrances is being submitted the Board of Public Works & Safety to review and authorize the total encumbrance amounts.

For comparison purposes, the Board approved \$14,867,021.25 of encumbrances from 2024 into the 2025 budget, \$3,401,470.62 of encumbrances from 2023 into the 2024 budget and \$14,573,893.53 of encumbrances from 2022 into the 2023 budget.

**Requested motion:**

**Move to approve \$13,396,365.49 of encumbrances from 2025 into the 2026 budget.**

**ENCUMBRANCES FROM 2025 BUDGET TO 2026**

<u>Account Number</u>	<u>Account Title</u>	<u>Encumbered Amount</u>
1101-5-05-4210500	Legal/Other Office Expenses	634.00
1101-5-05-4310000	Legal/Professional Services	2,622.00
1101-5-05-4390901	Legal/Other Services And Charges	2,240.00
1101-5-07-4390930	Board of Works/Trash Collection	174,724.52
1101-5-08-4390300	Tech/Software	120,866.00
1101-5-08-4390301	Tech/Subscriptions	14,926.68
1101-5-08-4210500	Tech/Other Office Supplies	772.22
1101-5-08-4210501	Tech/Professional Services	498.00
1101-5-11-4130704	Police/Earned Time Buy Back	30,000.00
1101-5-11-4390912	Police/Education & Promotion	22,080.00
1101-5-11-4220154	Police/Other Equipment	18,755.44
1101-5-11-4390951	Police/Other Service Charges	187,089.87
1101-5-12-4210500	Fire/Other Office Expenses	635.00
1101-5-16-4310501	Planning/Professional Services	127,040.00
1101-5-46-4310500	Env/Services Contractual	13,740.00
1101-5-46-4310501	Env/Tree Program	25,652.00
1101-5-46-4310504	Env/Stree Tree Maint/Removal	11,085.00
1101-5-46-4310506	ENV/Tree Trim removal	13,000.00
2201-5-00-4220210	MVH/Gasoline, Diesel,Propane	10,636.20
2201-5-00-4230136	MVH/Signs, Signals & Paint	18,690.44
2201-5-00-4290001	MVH/Other Operating Supplies	26,572.22
2201-5-00-4310501	MVH/Maintenance Contracts	12,120.67
2202-5-00-4310501	Local Rd & St/Signs & Signals	1,000,000.00
2203-5-00-4420000	MVH/Rest Paving	260,372.77
2203-5-00-4440402	MVH/Rest Capital Projects	61,969.00
2206-5-00-4420001	Aviation/Capital Projects	273,554.43
2209-5-00-4310101	Edit/Economic Development	80,000.00
2209-5-00-4310501	Edit/Services Contractual	69,626.00
2209-5-00-4310520	Edit/Marketing & Promotion	72,700.00
2209-5-00-4420006	Edit/Capital Projects	3,549,256.18
2228-5-00-4130500	LECE 2/Instruction	16,000.00
2500-5-00-4390930	Court/Improvements (Other Than Building)	21,813.61
2505-5-00-4310501	Stm Wtr Mgmt/Elk Co MS4	13,575.00
2505-5-00-4310502	Stm Wtr Mgmt/Svcs Contracts	23,545.90
4402-5-00-4310501	CCD/Service Contracts	21,100.00
4445-5-00-4442000	Se E.D. Tif/Capital Projects	503,175.00
4446-5-00-4310502	Cons/RR/US 33/Contractual Services	617,826.39
4446-5-00-4420000	Cons/RR/US 33/Capital Project	2,573,783.03
4502-5-00-4440000	APR/Capital Outlays	3,403,687.92
	Total	<u>\$ 13,396,365.49</u>