



City of Goshen Board of Public Works & Safety

Regular Meeting Agenda

4:00 p.m., February 5, 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 Agenda

- 1) Fire Department request:** Accept the resignation of Firefighter/Paramedic Michael Fairfield, effective Feb. 2, 2026, and acknowledge that he has fulfilled his conditional offer obligation by paying the City \$5,000 for the remaining year as a Paramedic
- 2) Legal Department request:** Approve the agreement with Chris Russell for receivership services at 1615 West Wilden Avenue and authorize the Mayor to execute the agreement
- 3) Legal Department request:** Approve Resolution 2026-04, Interlocal Agreement with the County of Elkhart for Animal Control Services
- 4: Legal Department request:** Approve Resolution 2026-06, Declaring Surplus and Authorizing the Disposal of IT Equipment
- 5) Legal Department request:** Approve amendment 2 to the contract with Rowell Chemical Corporation for the purchase of sodium hypochlorite
- 6) Legal Department request:** Approve the contract with Colin Avila, d/b/a Yardshark for City lawn services
- 7) Legal Department request:** Approve/Accept the Uniform Conflict of Interest Disclosure Statement from Assistant City Attorney Donald Shuler
- 8) Engineering Department request:** Approve & authorize the Board to execute the agreement with Greencroft Goshen for the completion of the project at 2064 and 2066 Whispering Pines

Privilege of the Floor

Approval of Civil City and Utility Claims

Adjournment



ANTHONY D. POWELL
FIRE CHIEF, CITY OF GOSHEN
209 N. 3rd Street Goshen, Indiana 46526
Phone (574) 537-3853
Cell (574) 596-0940
Fax (574) 533-7263
anthonypowell@goshencity.com www.goshenindiana.org

February 3, 2026

Goshen City Board of Works and Safety

RE: Resignation – Michael Fairfield, Firefighter/Paramedic

Dear Members of the Board of Works and Safety,

I am writing to formally notify the Goshen City Board of Works and Safety of the resignation of **Michael Fairfield**, who was employed as a **Firefighter/Paramedic** with the Goshen Fire Department.

Mr. Fairfield has submitted a written resignation indicating he will be leaving employment to pursue a career in nursing and has accepted a position in Indianapolis. His final shift with the Goshen Fire Department will be **February 2, 2026**, and his resignation will be effective **February 2, 2026**.

Mr. Fairfield has also fulfilled his obligation under his conditional offer by paying the City **\$5,000** for the remaining year of service as a Paramedic.

On behalf of the Goshen Fire Department, I would like to thank Mr. Fairfield for his service and contributions to our department and community. We appreciate his dedication and wish him continued success in his future career.

Respectfully submitted,

Anthony Powell
Fire Chief
Goshen Fire Department

Recommended Motion

I move to accept the resignation of Michael Fairfield, Firefighter/Paramedic with the Goshen Fire Department, effective February 2, 2026, and acknowledge that he has fulfilled his conditional offer obligation by paying the City \$5,000 for the remaining year as a Paramedic.



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

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

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

February 5, 2026

To: Board of Public Works and Safety

From: Don Shuler, Assistant City Attorney

Subject: Receivership Agreement – Chris Russell – 1615 W. Wilden Avenue, Goshen

The Board previously authorized legal action seeking appointment of a receiver for 1615 W. Wilden Avenue, which was deemed an unsafe building under the Indiana Unsafe Building Law. That action is currently pending in Elkhart County Superior Court No. 2. The City recently obtained a judgment and order for receivership for the property.

Chris Russell has submitted a proposal to serve as receiver for the property and an agreement has been prepared following review and discussion with the City Building Department. Per the Agreement, Mr. Russell will serve, once appointed by the Court, as receiver for the unsafe premises at 1615 W. Wilden Avenue, secure the premises, and be responsible for developing a scope of work and costs for rehabilitation, obtain court approval of the same, and complete renovations to the unsafe premises to make it code compliant. Compensation includes a \$550.00 flat fee for a detailed scope of work, \$45.00/hour for the receiver's construction labor, a 10% project management fee (all costs excluding receiver's labor), and \$50.00/hour for receiver's administrative and court related work. The final scope of the project and all work will require court approval.

Recommendation:

It is recommended that the Board approve the Agreement with Chris Russell for receivership services at 1615 W. Wilden Avenue and authorize the Mayor to execute.

**AGREEMENT FOR
1615 W. WILDEN AVE RECEIVERSHIP**

THIS CONTRACT FOR RECEIVERSHIP (“Contract”) is entered into on February 5, 2026, which is the date of the last signature set forth on the signature page, by and between **Chris Russell** (“Receiver”), whose mailing address is P.O. Box 163, Goshen, Indiana 46527, 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.

WHEREAS, the City has determined that certain properties within its jurisdiction are unsafe under the Indiana Unsafe Building Law (I.C. § 36-7-9-1 *et seq.*) and require rehabilitation in accord with said Law;

WHEREAS, the City has filed a civil action in the Elkhart County Superior Court No. 2, Cause No. 20D02-2511-PL-217 pursuant to I.C. §§ 36-7-9-17 and -20 (the “Court Proceedings”) seeking the appointment of a receiver to take possession of and rehabilitate the property;

WHEREAS, upon Court approval, a receiver shall take possession of the properties, secure and stabilize the properties, obtain financing through receiver’s notes or certificates, and otherwise make repairs and improvements to said property;

WHEREAS, the City and Receiver desire to define their respective obligations, responsibilities, and compensation under this Agreement.

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

1. Project Description.

- (A) The property subject to this Agreement is located at 1615 W. Wilden Avenue, Goshen, Indiana, bearing Property Tax Number 20-11-05-377-001.000-015 (the “Subject Real Estate”), is located within the corporate limits of the City of Goshen, Indiana, and has been determined to have unsafe buildings and be unsafe premises under the Indiana Unsafe Building Law, I.C. § 36-7-9-1 *et seq.* The Subject Real Estate is the subject of pending Court Proceedings initiated by the City seeking the appointment of a receiver pursuant to I.C. § 36-7-9-20.
- (B) Pursuant to I.C. § 36-7-9-20, the purpose of the receivership includes, but is not limited to, the following:
 - (1) take possession of the Subject Real Estate for a period sufficient to accomplish and pay for necessary repairs and improvements;
 - (2) eliminate unsafe conditions that threaten public health, safety, and welfare; rehabilitate the unsafe buildings on the Subject Real Estate in compliance with applicable building codes, safety standards, and any Court orders; and

- (3) manage the financial, reporting, and accounting obligations as required by the Indiana Unsafe Building Law and any Court orders.
- (C) The Receiver shall undertake and oversee the repair, renovation, and improvement of each parcel within the Subject Real Estate, ensuring that all work complies with Court orders, local regulations, and applicable state laws.

2. **Definitions.**

- (A) “Project” refers to the entire scope of work, including the Receiver’s court appointment, property possession, rehabilitation, financial management, final accounting, and final disposition of the Subject Real Estate.
- (B) “Court Proceedings” refers to the civil action filed by the City under I.C. §§ 36-7-9-17 and -20 seeking the appointment of a receiver and approval of the rehabilitations scope, budget, and financing plan, in Elkhart County Superior Court No. 2 under Cause No. 20D02-2511-PL-217.
- (C) “Court Approval” refers to the necessary judicial authorization for any matter in accordance with the Indiana Unsafe Building Law.

3. **Duties of Receiver.**

- (A) Secure the Subject Real Estate.
 - (1) Take control of the Subject Real Estate, secure property against unauthorized access, and otherwise take possession and control of the Subject Real Estate. This will include, but is not limited to, installing/changing locks and securing windows.
 - (2) Obtain and maintain adequate insurance coverage for each property, including general liability and property insurance.
- (B) Scope of Work Development.
 - (1) Conduct a thorough inspection of the Subject Real Estate to identify all areas requiring rehabilitation, including structural, electrical, plumbing, and cosmetic aspects, to ensure habitability under the requirements of Goshen City Code.
 - (2) Develop a detailed and comprehensive scope of work outlining all necessary repairs, upgrades, and modifications for the Subject Real Estate.
 - (3) Develop a comprehensive budget for renovation that includes itemized costs for materials, labors, permits, and contingencies; the budget shall

include a contingency fund to address unforeseen issues that may arise during the rehabilitation process.

- (4) Develop a detailed project schedule for the Subject Real Estate outlining all phases of rehabilitation, from commencement of repair work following court approval to project completion.

(C) Court Approval Process.

- (1) Cooperate with City in seeking Court approval for the budget, scope of work, contingency allotment, and receiver's fees. This may include, but is not limited to, the following:
 - (a) Preparing reports and exhibits to document the necessity and reasonableness of proposed expenditures.
 - (b) Attending court hearings and providing evidence and testimony as required.
 - (c) Communicating with legal counsel and City officials to ensure proper documentation is presented to the Court.
- (2) Receiver acknowledges that no repair work to the Subject Real Estate will be performed except as permitted by court order approving the budget and rehabilitation scope of work.

(D) Project Management.

- (1) Following court approval, as necessary, solicit bids from qualified contractors, evaluate proposals, and enter into agreements for the completion of rehabilitation work. Ensure all contractors comply with licensing requirements and maintain appropriate insurance coverage.
- (2) Upon court approval, prepare and issue receiver's notes or certificates to finance rehabilitation work, as contemplated in Indiana Code § 36-7-9-20(a)(6). Maintain accurate records of all financial instruments issued.
- (3) Coordinate with City Building Department and other officials for all required permits, inspections, and approvals.
- (4) Promptly address any deficiencies or non-compliance issues identified during inspections or quality checks.
- (5) Oversee all rehabilitation activities, ensuring adherence to the approved scope of work and budget. Implement quality control measures to guarantee that all work meets established standards and specifications.

- (6) Maintain comprehensive records of all project-related documents, including contracts, permits, inspection reports, and communications. This shall include detailed financial records of all expenditures and revenues related to each property of the Subject Real Estate.
- (7) Provide monthly, detailed progress reports to City, including updates on budget, schedule, timeline, and any issues encountered.
- (8) Provide any required documentation, including progress reports and accountings, as may be required by the Court.
- (9) Ensure transparency and accountability through Project completion.

(E) Receiver will provide all supervision, labor, materials, equipment, services, permits, and other components necessary for the successful completion of the Project in accordance with this Agreement, including any incidentals whether or not specifically called for in these documents.

4. **Effective Date; Term.**

- (A) The Agreement shall become effective upon execution by all parties and approval by the Goshen Board of Public Works and Safety and Receiver ("Effective Date").
- (B) Upon the Effective Date, Receiver shall begin performing its duties related to seeking and obtaining Court Approval immediately upon the effective date of this Agreement. The Receiver shall begin performing all other duties under this Agreement immediately upon receipt of Court Approval.
- (C) This Agreement shall continue until the earlier of Project completion and a Court Order discharging the Receiver, or termination of this Agreement as provided herein.

5. **Compensation; Payment.**

- (A) Receiver shall be compensated as follows:
 - (1) Receiver will receive a flat fee of Five Hundred Fifty Dollars (\$550.00) for preparing a detailed scope of work and estimated renovation budget for the Subject Real Estate.
 - (2) Receiver will be compensated at a rate of Forty-Five Dollars (\$45.00) per hour for labor performed by Receiver in connection with the rehabilitation of the Subject Real Estate, said compensation to be included as part of the amount of issuance of Receiver's notes or certificates as herein contemplated.

- (3) Receiver will receive Ten Percent (10%) of the actual costs of materials, subcontractor labor, permits, and other direct project expenses (excluding Receiver's own labor as set forth in paragraph 5(A)(2) above) as the project management fee, said fee included as part of the amount of issuance of the Receiver's notes or certificates as herein contemplated.
- (4) Receiver will be compensated at a rate of Fifty Dollars (\$50.00) per hour for administrative work and court-related activities performed in connection with this receivership, including but not limited to court preparation, testimony, and other administrative duties, so long as such rate and compensation receives Court Approval as part of the amount of issuance of the Receiver's notes or certificates as herein contemplated.

- (B) The total cost of the Project, including all labor, materials, management fees, and other fees described herein, shall not exceed the amount approved by the Court.
- (C) Receiver is required to have a current W-9 form on file with the Goshen Clerk-Treasurer's Office before City will issue any payment to Receiver.

6. **Project Safety.**

- (A) Receiver 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.

7. **Independent Contractor.**

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

8. **Non-Discrimination.** In accordance with Indiana Code § 22-9-1-10, Receiver shall not discriminate against any employee or applicant for employment to be employed in the

performance of this Agreement, 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 Agreement.

9. **Employment Eligibility Verification.**

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

10. **Indemnification.** Receiver shall indemnify and hold harmless the City of Goshen and City's agents, officers, and employees from and against any and all liability, obligations, claims, actions, causes of action, judgments, liens, damages, penalties, injuries, or accidental deaths caused by any intentional, reckless, or negligent act or omission by Receiver or any of Receiver's agents, officers, and employees during the performance of this Agreement. 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 Agreement.

11. **Insurance.**

- (A) Prior to commencing work, Receiver 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 Agreement with City the certificates of proof issued by the insurance

carrier that such insurance is in full force and effect. Receiver shall specifically include coverage for the City of Goshen as an additional insured for Employer's Liability, General Liability and Automobile Liability.

- (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) Receiver 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
 - (3) Automobile Liability - Combined Bodily Injury and Property Damage, \$1,000,000 each occurrence and aggregate
 - (4) Excess Umbrella Coverage - \$1,000,000 each occurrence

12. Force Majeure.

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

13. Default.

- (A) If Receiver fails to perform the work or comply with the provisions of this Agreement, then Receiver may be considered in default.
- (B) It shall be mutually agreed that if Receiver fails to perform the work or comply with the provisions of this Agreement, 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 Receiver shall have the opportunity to cure. If the default is not cured within the time period allowed, the Agreement 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 Receiver shall be liable to the City for any excess costs incurred.

(C) Receiver may also be considered in default by the City if any of the following occur:

- (1) There is a substantive breach by Receiver of any obligation or duty owed under the provisions of this Agreement.
- (2) Receiver is adjudged bankrupt or makes an assignment for the benefit of creditors.
- (3) Receiver becomes insolvent or in an unsound financial condition so as to endanger performance under the Agreement.
- (4) Receiver 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 Receiver or any of Receiver's property.
- (6) Receiver is determined to be in violation of federal, state, or local laws or regulations and that such determination renders Receiver unable to perform the work described under these Specifications and Contract Documents.
- (7) The Agreement or any right, monies or claims are assigned by Receiver without the consent of the City.

14. Termination.

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

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

16. Amendments. Any modification or amendment to the terms and conditions of the Agreement, including a change order, shall not be binding unless made in writing and

signed by both parties. Any verbal representations or modifications concerning the Agreement shall be of no force and effect.

17. **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.

18. **Applicable Laws.**

- (A) Receiver 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 Agreement are incorporated by reference.
- (B) Receiver 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 Agreement.

19. **Miscellaneous.**

- (A) Any provision of this Agreement or incorporated documents shall be interpreted in such a way that they are consistent with all provisions required by law to be inserted into the Agreement.
- (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.
- (C) These documents shall be construed in accordance with and governed by the laws of the State of Indiana, and any suit must be brought in a court of competent jurisdiction in Elkhart County, Indiana.
- (D) In the event legal action is brought to enforce or interpret the terms and conditions of these documents, the prevailing party of such action shall be entitled to recover all costs of that action, including reasonable attorneys' fees.

20. **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.

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

Either party may also email the notice to the other party in addition to delivering personally or sending by regular first-class mail.

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

Receiver: Chris Russell
 P.O. Box 163
 Goshen, IN 46527
 Email: jeffersonyouth@gmail.com

22. **Binding Effect.** All provisions, covenants, terms and conditions of this Agreement apply to and bind the parties and their legal heirs, representatives, successors and assigns.
23. **Authority to Execute.** The undersigned affirm that all steps have been taken to authorize execution of this Agreement, and upon the undersigned's execution, bind their respective organizations to the terms of the Agreement.

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

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

Chris Russell
Receiver

Gina M. Leichty, Mayor

Chris Russell

Date: _____

Date: _____



CITY OF GOSHEN LEGAL DEPARTMENT

City Annex
204 East Jefferson Street, Suite 2
Goshen, Indiana 46528-3405
Phone (574) 537-3820 • Fax (574) 537-3817 • TDD (574) 534-3185
www.goshenindiana.org

February 5, 2026

To: Goshen Board of Public Works and Safety
From: Shannon Marks, Legal Compliance Administrator
Subject: Resolution 2026-04, Interlocal Agreement with the County of Elkhart
for Animal Control Services

Resolution 2026-04 is to approve the terms and conditions and authorize the execution of the Interlocal Agreement with the County of Elkhart for Animal Control Services. The County has entered into a Contract with The Humane Society of Elkhart County, Inc. to provide animal shelter management and animal control services for 2026 for certain areas of the county, including within the Goshen city limits. Under this Interlocal Agreement, the City would contribute \$93,940 to reimburse the County for the cost of providing animal shelter management and animal control services within the Goshen city limits. The City contributed this same amount in 2025.

Suggested Motion:

Move to adopt Resolution 2026-04, Interlocal Agreement with the County of Elkhart for Animal Control Services.

Goshen Board of Public Works and Safety
Resolution 2026-04

**Interlocal Agreement with the County of Elkhart
for Animal Control Services**

WHEREAS the County of Elkhart has negotiated a contract with The Humane Society of Elkhart County, Inc. to provide animal shelter management and animal control services for 2026 for certain areas of Elkhart County, including within the corporate boundaries of the City of Goshen.

WHEREAS the City of Goshen agrees to contribute \$93,940 to reimburse the County of Elkhart for the cost of providing animal shelter management and animal control services within the corporate boundaries of the City of Goshen.

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

NOW, THEREFORE, BE IT RESOLVED that the Goshen Board of Public Works and Safety approves the terms and conditions of the Interlocal Agreement between Elkhart County, Indiana and City of Goshen, Indiana for Animal Control Services, a copy of which is attached to and made a part of this resolution.

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

PASSED by the Goshen Board of Public Works and Safety on _____, 2026.

Gina M. Leichty, Mayor

Mary Nichols, Member

Orv Myers, Member

Michael A. Landis, Member

Barb Swartley, Member

INTERLOCAL AGREEMENT
FOR
ANIMAL CONTROL SERVICES

This Interlocal Agreement for Animal Control Services ("Agreement") is made and entered into effective as of the last party to sign below, by and between the County of Elkhart, Indiana ("County"), and the City of Goshen, Indiana ("Municipality").

RECITALS

A. County has negotiated with The Humane Society of Elkhart County, Inc. for animal shelter management and animal control services for 2026.

B. The Contract for Animal Shelter Management and Animal Control Services for 2026 ("Contract") includes the unincorporated areas of Elkhart County and may include the areas within the corporate limits of the Municipality.

C. The Contract has been entered into by County in the form attached hereto as Exhibit A.

D. County and Municipality desire to enter into this Agreement in order to provide for the Services within the Municipality and to facilitate the reimbursement to the County by the Municipality for the cost of providing Services within the Municipality for calendar year 2026;

NOW, THEREFORE in consideration of the foregoing and of the promises and commitments herein contained, the parties hereby agree as follows:

AGREEMENT

1. Definition of Services. For purposes of this Agreement, the term "Services" will refer to the animal shelter management and animal control services to be furnished by The Humane Society of Elkhart County, Inc. to the Municipality pursuant to the Contract attached hereto as Exhibit A.

2. Administration. The County will serve as the lead agency for the Services and assumes and agrees to be responsible for the overall administration of the Services to include, but not be limited to, the following:

a. Contracting with The Humane Society of Elkhart County, Inc. as required by and in compliance with the applicable statutes governing the County and contracts for public services.

b. Administering the contract with The Humane Society of Elkhart County, Inc.

c. Maintaining the documents, contracts, notices, and other records in connection with the Services, including the financial records and providing a financial summary to the Municipality for all funds expended and received in connection with the Services.

d. Providing such other general administrative services as are necessary to complete the Services.

3. Municipality Participation. Municipality will be responsible for reimbursing and contributing to County the sum of Ninety-Three Thousand Nine Hundred Forty Dollars (\$93,940.00) for the Services which will be paid in two (2) installments of Forty Six Thousand Nine Hundred Seventy Dollars (\$46,970.00) each with the first installment becoming due and payable in or before March 31, 2026, and with the second installment being payable on or before June 30, 2026. The Municipality contribution, or changes in amounts thereto, for calendar year 2026 are subject to budget approvals and appropriations by the Municipality.

4. Filing Requirements. Within thirty (30) days after the approval and execution of this Agreement, the County will have this Agreement recorded and filed with the appropriate governmental offices and agencies as required by Indiana Code.

5. Supplemental Documents. The Municipality and County agree to execute any and all supplementary documents and to take any and all supplementary steps as are reasonable and appropriate to accomplish the purposes and provisions of this Agreement.

6. Non-Discrimination. Pursuant to Indiana Code § 22-9-1-10, neither the County nor any of its contractors or subcontractors will discriminate against any employee or applicant for employment, to be employed in the performance of any work under this Agreement with respect to hire, tenure, terms or conditions or privileges of employment, or any matter directly or indirectly related to employment because of race, color, religion, sex, disability, national origin, ancestry or veteran status. Breach of this covenant may be regarded as a material breach of this Agreement.

7. Miscellaneous.

a. Amendment. This Agreement, and any exhibits attached hereto, may be amended only by the mutual written consent of the parties, by the adoption of a resolution approving said amendment as provided by law, and by the execution of said amendment by the parties.

b. No Other Agreement. Except as otherwise expressly provided herein, this Agreement supersedes all prior agreements, negotiations, and discussions relative to the subject matter hereof and is a full integration of the agreement of the parties.

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

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

e. Notice. Any notices required or permitted under this Agreement must be given to the parties at their respective mailing addresses provided below by deposit in the United States mail, certified mail, return receipt requested, with proper postage affixed thereto, and which notices will be effective three (3) days after date of mailing:

County: Board of Commissioners of the County of Elkhart, Indiana
Elkhart County Administration Building
Attn: County Administrator
117 North Second Street
Goshen, IN 46526

With required copy to: Yoder, Ainlay, Ulmer & Buckingham, LLP
Attn: Steven Olsen, Elkhart County Attorney
P.O. Box 575
130 North Main Street
Goshen, IN 46527

Municipality: City of Goshen
Attn: Goshen Legal Department
204 East Jefferson Street, Suite 2
Goshen, IN 46528

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

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

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

IN WITNESS WHEREOF, the parties have duly executed this Agreement pursuant to all requisite authorizations as of the date first above written.

BOARD OF COMMISSIONERS OF THE
COUNTY OF ELKHART, INDIANA

By Bradley D. Rogers
Bradley D. Rogers, President

By Suzanne Weirick
Suzanne Weirick, Vice-President

By Bob Barnes
Bob Barnes, Member

ATTEST:

Tiara Jackson
Tiara Jackson, Elkhart County 1st Deputy Auditor

STATE OF INDIANA)
) SS:
COUNTY OF ELKHART)

Before me, a Notary Public in and for said County and State, this 20th day of January, 2026, personally appeared Bradley D. Rogers, President, Suzanne Weirick, Vice President, and Bob Barnes, Member of the Board of Commissioners of Elkhart County, Indiana and Tiara Jackson, Elkhart County 1st Deputy Auditor, and acknowledged that as said Commissioners and 1st Deputy Auditor, they respectively executed the foregoing Interlocal Agreement for and on behalf of, and in the name of Elkhart County, for the uses and purposes therein mentioned, and that they were authorized so to do.

WITNESS my hand and notarial seal.



STEVEN J. OLSEN
NOTARY PUBLIC
State of Indiana, Elkhart County
My commission expires Sept. 25, 2026
Commission Number 0716049

My Commission Expires: September 25, 2026
Commission Number: 0716049

Steven J. Olsen
Steven J. Olsen, Notary Public
Resident of Elkhart County, Indiana

CITY OF GOSHEN, INDIANA

Gina M. Leichty, Mayor

ATTEST:

Richard R. Aguirre, Clerk-Treasurer

STATE OF INDIANA)
) SS:
COUNTY OF ELKHART)

Before me, a Notary Public in and for said County and State, this ____ day of _____, 2026, personally appeared Gina M. Leichty as Mayor of the City of Goshen and Richard R. Aguirre, as Clerk-Treasurer, and acknowledged that as said representatives, they respectfully executed the foregoing Interlocal Agreement for and on behalf of, and in the name of the City of Goshen, Indiana, for the uses and purposes therein mentioned, and that they were authorized so to do.

WITNESS my hand and notarial seal.

Notary Public
Resident of Elkhart County, Indiana

My Commission Expires: _____
Commission Number: _____

APPROVAL

The Elkhart County Council hereby approves of the above and foregoing Interlocal Agreement this _____, 2026.

ELKHART COUNTY COUNCIL

By _____
Thomas Stump, President

ATTEST:

Tiara Jackson, Elkhart County 1st Deputy Auditor

Prepared by Steven J. Olsen, 130 N. Main Street, Goshen, Indiana 46526.

I affirm, under penalties of perjury, that I have taken reasonable care to redact each social security number in this document, unless required by law.

Steven J. Olsen, 130 N. Main Street, Goshen, Indiana 46526.

Exhibit A

CONTRACT FOR ANIMAL SHELTER MANAGEMENT AND ANIMAL CONTROL SERVICES

This Contract for Animal Shelter Management and Animal Control Services ("Contract") is made effective January 20, 2026, by and between the County of Elkhart, State of Indiana ("County") and The Humane Society of Elkhart County, Inc., 54687 County Road 19, Bristol, Indiana, 46507, or its successors, executors, administrators and assignees ("Contractor").

RECITALS

A. Contractor is a not-for-profit corporation organized for the purpose of caring for and sheltering animals within Elkhart County, Indiana and has the personnel, facilities and equipment to aid the County with these services.

B. County desires to contract with Contractor for animal control and shelter services, and Contractor desires to provide County with such services.

NOW, THEREFORE, in consideration of the premises, payments, and mutual promises herein, the parties agree as follows:

AGREEMENT

1. **Priority of Law.** Where there is a conflict between the requirements of Federal, State, or local law and the requirements set forth below, the requirements of the law will take precedence and govern.

2. **Contractor Work Requirement.** It is agreed that the service to be performed under this Contract is to provide animal shelter management services and animal control services in accordance with the terms, conditions and specifications contained or referenced herein. Contractor agrees that all animal shelter management services and animal control performed for County will be performed in full compliance with all applicable laws, regulations, and guidelines for such services. Contractor agrees that it will provide the following animal shelter management services and animal control services:

a. **Operation of the Animal Shelter.** Contractor will operate and maintain the Animal Shelter located at 54687 County Road 19, Bristol, Indiana 46507 ("Shelter") as follows:

i. Contractor will abide by all laws of the State of Indiana and all local ordinances designed to prevent cruelty to animals, and to enforce those laws and ordinances where it has the lawful authority to do so. Contractor will be entitled to rely in good faith upon the opinion of its legal counsel as to whether it has such lawful authority.

ii. Subject to Section 4 below, Contractor will lawfully pick up, capture, impound, accept, care for, board, maintain and dispose of animals within the incorporated and unincorporated areas of Elkhart County, Indiana in the following instances: 1) Contractor will, during its regular business hours on Mondays through Fridays, pick up all observed or reported stray, confined, domestic animals; and 2) Contractor will, during other hours, pick up all observed or reported stray, confined, domestic animals where an animal is observed or reported as sick or injured, or where the animal is observed or reported to have bitten a human.

iii. At a minimum, Contractor will operate the Shelter and keep the Shelter open to the public from 9 a.m. through 4 p.m. Monday through Saturday, except for Federal, State and County holidays when the Shelter may be closed to the public.

iv. Contractor will provide an adequately trained animal technician staff of sufficient size to provide all the services required under this Contract.

v. Contractor will provide adequate food, water, shelter, space, care, treatment and transportation to all animals housed at the Shelter.

vi. Contractor will provide a system to monitor medical and other information on each sheltered animal.

vii. Contractor will be responsible for publicizing the hours of operation and the services of the Shelter.

b. Impoundment of Animals. Contractor will abide by each of the following as it applies to the impoundment of animals:

i. Contractor will be responsible for enforcement of the quarantine for a 10-day period of any stray domestic animal which has bitten or is suspected to have bitten a person or as directed by the Elkhart County Health Department or County officials.

ii. Contractor will maintain all necessary records and reports of animals impounded at the Shelter.

iii. Contractor will, upon request, furnish law enforcement agencies of Elkhart County and the Elkhart County Health Department all information in its possession about animals which have been impounded due to cruelty, neglect, bite cases or contagious diseases and will cooperate with the said officials in the enforcement of laws prohibiting animal cruelty and supporting public safety.

iv. Whenever the ownership of an impounded animal is ascertained, Contractor will make a reasonable effort to notify the owner of the animal's impoundment within the next business day after the animal is initially confined.

v. Contractor will collect, secure and deposit all fees, fines and costs due, including the cost of providing veterinary care for an animal, from owners of impounded animals in accordance with applicable laws. County will not be responsible for such obligations.

c. Euthanasia of Animals.

i. Contractor will be responsible for the humane euthanasia of any animal using methods approved by the State Veterinarian, if euthanasia is required for reasons of public safety or welfare. County acknowledges that nothing in this Contract will be deemed to preclude the euthanasia of any animal by the Humane Society of Elkhart County, Inc. In the event the Humane Society of Elkhart County, Inc. performs euthanasia of any animal for reasons other than public safety or welfare, or other than in satisfaction of the County's legal obligations, if any, the Humane Society of Elkhart County, Inc., will be responsible for, will defend against and will indemnify and hold County harmless against any and all suits, claims, demands, losses or actions made against County based upon, arising from, or incident to the performance of such euthanasia.

ii. Apart from animals euthanized by Contractor, Contractor will not be responsible for the collection and disposal of the carcasses of dead animals.

d. Animal Control Officers. Contractor will employ individuals to enforce the provisions of, and to perform as animal control officers ("Animal Control Officers"). Contractor will be responsible for all continuing education training of Animal Control Officers to assure their continued compliance with State and local educational and training requirements.

e. Public Service Programs. As part of the consideration of the award of this contract to Contractor, Contractor will provide at its sole cost and expense, the following services:

i. A volunteer program to encourage support for Contractor and its operations of the Shelter; provided that all volunteers will execute, as a condition of their participation, a waiver of liability, in form and content acceptable to Contractor.

ii. Events designed to promote animal adoptions and to educate the public about animal welfare.

iii. An adoption program that will be conducted to pursue humane, permanent homes for animals. Contractor must maintain a documented adoption procedure and maintain complete records of all adoption attempts and placements.

f. Cost of Operation, Expenses of Contractor and Expenses of County.

i. Contractor will maintain at all times adequate supplies for the performance of its obligations under this Contract, including without limitation, the lawful duties of the Animal Control Officers.

ii. All donations of any kind, made to the Humane Society of Elkhart County, Inc., will be considered the sole property of the Contractor, and if received by County will be promptly forwarded to Contractor.

g. Meetings and Other Requirements. County will appoint an individual to serve as liaison with Contractor for the purpose of reviewing any matters relative to this Contract. To ensure adequate communication and coordination among all County agencies, Contractor will direct all notices required or permitted under this Contract through the contract administrator. In the case of an event requiring notification of County agencies other than the Sheriff Department, Contractor will inform the contract administrator or designee in a timely manner.

3. **Period Of Contract Performance.** The term of this Contract is from January 1, 2026, through December 31, 2026. County may renew this Contract subject to the mutual agreement with the Contractor as to the Contract costs.

4. **Contract Costs.** Contractor at its own proper cost and expense will do all the work necessary to carry out its obligations set forth in this Contract to the full extent as set forth herein and to the satisfaction of the County.

For calendar year 2026, County will pay the total sum of Two Hundred Forty-Two Thousand Dollars (\$242,000.00) to Contractor to perform all services under this Contract in accordance with the terms, conditions, and specifications contained or referenced herein with respect to the unincorporated areas in Elkhart County, Indiana. Said amount will be payable by County to Contractor as follows: County will pay One Hundred Twenty-Two Thousand Dollars (\$122,000.00) to Contractor on or before February 28, 2026. The balance of One Hundred and Twenty Thousand Dollars (\$120,000.00) will be payable by County to Contractor in three (3)

quarterly installments of Forty Thousand Dollars (\$40,000.00) on April 1, 2026, July 1, 2026, and October 1, 2026. In consideration of the advancement of the One Hundred Twenty-Two Thousand Dollars (\$122,000.00) on or before February 28, 2026, Contractor agrees to provide all of the services to be performed under this Contract in accordance with the terms, conditions, and specifications contained or referenced herein both in the incorporated and unincorporated areas of Elkhart County, Indiana.

After March 31, 2026, Contractor will not be required to provide the services to be performed under this Contract in the incorporated areas of Elkhart County, Indiana unless County agrees to pay an additional amount for any or all of the following incorporated areas respectively:

<u>Municipality</u>	<u>Amount</u>
City of Elkhart	\$153,065
City of Goshen	\$93,940
Town of Middlebury	\$6,534
Town of Wakarusa	\$7,260
Town of Bristol	\$4,840
City of Nappanee	\$12,688
Town of Millersburg	\$1,900

County intends to seek Interlocal Agreements with each of these listed municipalities to cover the additional costs specified above for each municipality. If such Interlocal Agreements are entered, County will give written notice to Contractor on or before March 31, 2026, of which incorporated areas are to be covered by the services to be performed under this Contract by Contractor after March 31, 2026. County's notice may provide by its election to have Contractor provide the services under this Contract in any or all of the municipalities listed above. For each municipality to be provided the services under this Contract after March 31, 2026, County will pay to Contractor the additional amount specified above for that municipality which amounts will be payable in three (3) quarterly installments paid on April 1, 2026, July 1, 2026, and October 1, 2026. Should any of the municipalities increase or decrease the amounts specified above, the County will adjust the quarterly obligation to reflect the increase or decrease in funding from the municipalities in 2026.

The parties reserve the right to negotiate mutually agreed rates for other specified services. If the Contractor reasonably believes that any work it is requested to perform under this Contract is not, or may not be, within the scope of the Contract, or represents, or may represent a material change in the Contract, Contractor will immediately notify the Contract Administrator that the work is beyond the scope of the Contract or represents a material change in the Contract, and if County desires the work to be undertaken, then Contractor will

be fully compensated for performing the work; provided that a written change order to this Contract must have been made pursuant to Section 5(b) prior to the work being performed in order for such additional compensation to be paid to Contractor.

5. Personnel Authorized to Represent the Parties.

a. Authorized Contract Administrators.

i. Contract Administrator for the County will be:

T. Jeffery Taylor
Elkhart County Administrator
117 N. Second Street
Goshen, IN 46528
574.534.3541

ii. Contract Administrator for the Contractor will be:

Director
Humane Society of Elkhart County, Inc.
54687 County Road 19
Bristol, IN 46507
574.848.4225

b. Contracting Officer. County and Contractor's Administrator must authorize changes made to this Contract throughout the Contract period in writing.

6. State Law Provisions.

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

b. State Law Certifications.

i. Contractor is aware of the provisions under Indiana Code § 36-1-21 et seq. with respect to anti-nepotism in contractual relationships with governmental entities. Contractor certifies that none of the owners of Contractor is a relative of any elected County Commissioner, County Council Member of Elkhart County, or any other Elkhart County elected official. Contractor has further disclosed any relationship an owner of Contractor has with any member of any board reviewing the Agreement.

ii. Pursuant to Indiana Code § 5-22-16.5 et seq., Contractor certifies that Contractor is not engaged in investment activities in Iran.

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

d. Telephone Solicitation Act Compliance. Contractor certifies that, except for de minimis and non-systematic violations, it has not violated the terms of Indiana Code § 24-4.7 et seq., Indiana Code § 24-5-12 et seq., or Indiana Code § 24-5-14 et seq. in the previous 365 days, even if Indiana Code § 24-4.7 et seq. is preempted by federal law, and that Contractor will not violate the terms of Indiana Code § 24-4.7 et seq. for the duration of the Agreement, even if Indiana Code § 24-4.7 et seq. is preempted by federal law. Contractor further certifies that any affiliate or principal of Contractor and any agent acting on behalf of Contractor or on behalf of any affiliate or principal of Contractor, except for de minimis and non-systematic violations, has not violated the terms of Indiana Code § 24-4.7 et seq. in the previous 365 days, even if Indiana Code § 24-4.7 et seq. is preempted by federal law, and will not violate the terms of Indiana Code § 24-4.7 et seq. for the duration of the Agreement, even if Indiana Code § 24-4.7 et seq. is preempted by federal law.

7. **Tax Requirements.** By executing this Contract, Contractor agrees to comply with the laws, regulations, and rulings of the United States Internal Revenue Service related to the requirements for filing information statements, including IRS Form 1099.

8. **Default.**

a. Upon Contractor's failure to cure a default (i.e., non-performance or violation of contract terms) within fifteen (15) days of written notice of such default from County to Contractor (provided, if such default cannot be cured within such 15 day period, and Contractor commences the cure within such 15 day period, the cure period will be extended to 30 days after the initial written notice of such default), this Contract may be canceled or annulled by County or its designee in whole or in part by written notice of default to Contractor. Upon default, an award may be made to another contractor and Contractor will be liable to County for costs incurred in excess of the costs provided for in this Contract.

b. Rights, obligations, or liabilities of both parties, which arise prior to the suspension or termination of this Contract will survive the suspension or termination of this Contract.

9. **Assignment.** Contractor will not assign, transfer, convey or otherwise dispose of any or all of its right, title or interest in this Contract, without the prior written consent of County.

10. **Governing Law.** This Contract will be governed in all respects by the laws of the State of Indiana and the County of Elkhart.

11. **Indemnification, Limitation of Liability and Notice.**

a. Contractor will be responsible for, will defend against, and will indemnify and hold County harmless from any and all suits, claims, demands, losses or actions made against County based upon, arising from, or incident to the provision of services by Contractor under this Contract, except to the extent those claims arise from County's negligence, malfeasance, or breach of this Contract. This indemnification does not include indemnification for claims based upon the alleged unconstitutionality or invalidity of any provision of the state or county codes pursuant to which the Contractor acts or an alleged invalidity of the delegation, if any, to the Contractor under this Contract or the authority to enforce the state and county animal control laws and animal cruelty laws.

b. To the fullest extent permitted by law and only to the extent government immunity does not apply, and without limiting any other rights or remedies, County will be responsible for, will defend against, and will indemnify and hold the Contractor harmless from any, and all suits, claims, demands, losses, or actions made against the Contractor based upon or arising out of County's negligence, malfeasance, or breach of this Contract, except to the extent those claims also arise from Contractor's negligence, malfeasance, or breach of this Contract..

c. Contractor will obtain worker's compensation insurance and employer's liability insurance in such minimum amounts as required in the State of Indiana and comprehensive general and vehicular liability insurance in the minimum amount of One Million Dollars (\$1,000,000.00) each, which insurance must name County as an additional insured. Contractor warrants that it will maintain such insurance in effect during the term of this Agreement and maintain a current Certificate of such insurance in favor of County during term of this Agreement.

d. An indemnified party hereunder must notify the indemnifying party of any suit, claim, demand, loss, or action made or filed against the indemnified party within ten days after the indemnified party's receipt or learning of it.

12. **Warranties.** Each party to this Contract warrants the following:

a. This Contract constitutes a valid, binding and enforceable agreement of the party.

b. The execution of this Contract and the performance of its obligations are within the party's powers; have been authorized by all necessary action on behalf of the party; do not constitute a breach by the party of any agreement with another party; and will not cause a breach by the party of any duty arising at law or in equity.

c. The party possesses the financial capacity to perform all of its obligations under this Contract.

The parties agree that the failure of any of the above representations and warranties to be true during the term of this Contract will constitute a material breach of this Contract, and the non-breaching party will have the right, upon notice to the breaching party, to immediately terminate this Contract. All amounts outstanding hereunder will be immediately due and payable. Court costs and other costs and expenses, including reasonable attorney's fees incurred in the collection of any amounts due hereunder, may also be recovered by the non-breaching party.

13. **Severability.** Should any provision of this Contract be declared invalid for any reason, such decision will not affect the validity of any provisions, which other provisions will remain in force and effect as if this Contract had been executed with the invalid provision(s) eliminated, and it is hereby declared the intention of the parties that they would have executed the other provisions of this Contract without including therein such provision(s) which may for any reason be hereafter declared invalid.

14. **Non-Waiver.** The failure of Contractor or County to exercise any right, power or option arising under this Contract, or to insist upon strict compliance with the terms of this Contract, will not constitute a waiver of the terms and conditions of this Contract with respect

to any other or subsequent breach thereof, nor a waiver by Contractor or County of their rights at any time thereafter to require exact and strict compliance with all the terms hereof

15. Survivability of Payment Obligations, Rights and Remedies. Provided Contractor has not defaulted in the performance of its obligations under this Contract, the obligation of County to make payments as herein set forth will continue until fully performed. Any rights and remedies County or Contractor may have with respect to each other arising out of either party's performance of services or obligations hereunder will survive the expiration or termination of this Contract.

16. Contractor Relation to County. In performing services under this Contract, Contractor will be an independent contractor for County, and neither the Contractor nor its employees, will under any circumstances be considered employees, servants or agents of County. County will not be legally responsible for any negligence or other wrongdoing by Contractor, its employees, servants or agents while performing under this Contract.

COUNTY

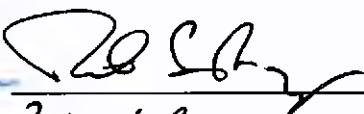
County of Elkhart, Indiana



Bradley D. Rogers, President
Elkhart County Board of Commissioners

CONTRACTOR

Humane Society of Elkhart County, Inc.



Robert L. Ray, Executive Director
HUMANE SOCIETY OF ELKHART COUNTY



CITY OF GOSHEN LEGAL DEPARTMENT

City Annex
204 East Jefferson Street, Suite 2
Goshen, Indiana 46528-3405
Phone (574) 537-3820 • Fax (574) 533-8626 • TDD (574) 534-3185
www.goshenindiana.org

February 5, 2026

To: Goshen Board of Public Works and Safety
From: Shannon Marks
Subject: Resolution 2026-06 - Declaring Surplus and Authorizing the Disposal of IT Equipment

The City's Technology Department wishes to dispose of miscellaneous IT equipment that is no longer needed or is unfit for the purpose for which it was intended. The items are worthless or of no market value.

Resolution 2026-06 is to declare the property as surplus and authorize its disposal in accordance with Indiana Code § 5-22-22-8 by demolishing or junking property that is worthless or of no market value, including recycling components where possible.

Suggested Motion:

Move to pass Resolution 2026-06 - Declaring Surplus and Authorizing the Disposal of IT Equipment.

**Goshen Board of Public Works and Safety
Resolution 2026-06**

Declaring Surplus and Authorizing the Disposal of IT Equipment

WHEREAS City of Goshen Technology Department has personal property that is no longer needed or is unfit for the purpose for which it was intended and wishes to dispose of the personal property.

WHEREAS the personal property is worthless or of no market value.

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

1. The personal property set forth in Exhibit A is declared as surplus property, hereinafter collectively referred to as "Surplus Property."
2. City staff is authorized to dispose of the Surplus Property in accordance with Indiana Code § 5-22-22-8 by demolishing or junking Surplus Property that is worthless or of no market value, including recycling components where possible.

PASSED by the Goshen Board of Public Works and Safety on February 5, 2026.

Gina M. Leichty, Mayor

Mary Nichols, Member

Orv Myers, Member

Michael A. Landis, Member

Barb Swartley, Member

EXHIBIT A

Surplus Property - Resolution 2026-06

Towers

Custom Build
Custom Build
Custom Build
Dell - 6BZ37J2
Dell - 6C087J2
Dell - 6C257J2
Dell - 6C737J2
Dell - 6BY67J2
HP - MXL9171NR0
HP - MXL0353JBB
HP - 2UA4170FPL
HP - MXL9423B0C
HP - MXL92831WH

Laptops

HP - 8CG5281JDO
Lenovo - HJE00EU0
Lenovo - 3698-6EU-PK1CTTG
Lenovo - R9-LMK76
Lenovo - LR-43CX3
HP - 5CD8509D2F
HP - 2CE41117FZ
JetBcok - A4784303X14600C7E
HP - 1588-3003
JetBcok - A4784303X14600C71
JetBcok - A4784303X14500C46
HP - EZ39M1D0HC
Acer - NXV9WAA0025251FC2D7600
Thinkpad - LR-0ALR7
HP - 5CD5444CSG
Dell - CDXDYN2
Dell - 3LLFCL2
Dell - 80XDYN2
Dell - JHXdYN2
HP - 5CD62184ZL
HP - 5CD62184S7
HP - 5CD62184N8
HP - 5CD62184NC
HP - 5CD62184QZ
HP - 5CD62184MG
HP - 5CD62184RL
HP - 5CD62184Z3
HP - 5CD6218511
HP - 5CD62184WK
HP - 5CD62184Z7
HP - 5CD62184N5
HP - 5CD62184L8
Dell - 5HPVQ72

EXHIBIT A

Surplus Property - Resolution 2026-06

Tablets

R63B667443X
Microsoft - 061695180253
Microsoft - 136425763053
Microsoft - 060879563553
FUJITSU - R7505085
FUJITSU - R7505084
Microsoft - 022236662853
Microsoft - 009647281353

Flat Screen Monitors

Acer - MMLYLA00150204ADB8502
HP - CNC403NQ86
ViewSonic - TVR1828A2139
Acer - MMLYAA00150204AE68502
Benq - ET71D05784SL0
Acer - MMLXKAA00342710A874207
Acer - MMLXTAA00231405C368500
TW-64201-W022A
Samsung - GS17H4JX901560Y
ViewSonic - UKX202602191
Acer - 13201076185
ViewSonic - UKX202602578
Samsung - GS17H4JX901570B
ACER - 00903609342
Acer - MMLXTAA00232810FAE8500
ViewSonic - S8A112340978
Sceptre - 603RN901AA4493
Acer - ETLBZ08021818051D94200
Acer - MMLXGAA00151104EDE8514
Acer - MMLXGAA00151104EE18514
HP - 3CM63705CL
HP - 3CM63705FS
ViewSonic - UD2160141313
Acer - ETLC108147133044F14203
Acer - ETLC108085929071C74233

Mice

Logitech - 810-002182
Microsoft - X0872983
HP - FCMHHOCJPAPQTV
Hp-FCMHHOCJPAPQUC

Keyboards

Microsoft - 7619800285184
Microsoft - 0065811035986
Logitech - 820-002546
Dell - CN-0644G3-71616-734-0WZ4-A03
Microsoft - 0509801064124
Microsoft - 76198-OEM-4724713-30748

EXHIBIT A

Surplus Property - Resolution 2026-06

Speakers

Bose - 035734Z02011952BP
Realistic
Dell - CN-0D3431-48220-414-00YQ
Altec Lansing Multimedia
Altec Lansing Multimedia Subwofer
Harman/Kardon - CN-04N567-48220-2A5-06PL
Logitech Misc
CA Misc
Logitech - S-120 Black
CA Misc
CA Misc
Logitech PID: A207
Logitech - S-120

Hard Drives

Western Digital - WCAZYU5875796
Western Digital - WCC6Y6CSVY47
Western Digital - WMA6R4026357
Western Digital - WCAYW1360403
Western Digital - WCAVYV1470440
Western Digital - WCC6Y0PXPLN8
Seagate - Z4Y5R807
Western Digital - WMC3F0269475
Western Digital - WCC4MRFEKVF9
Western Digital - WCAZYU9184365
Toshiba - 89QFC4DOT
Maxtor - L21VWH9C
Maxtor - L22V9H1G
Western Digital - WCAATE532580
Seagate - 5ED1NXQM
Maxtor - Y649A94E
Western Digital - WMC3F0296976
Crucial - 1632F01F84DB
Samsung - S2J5JDRB303539
Toshiba - 98LFW4FIT
Samsung - S0VFNYAB700305
Samsung - S2J5JDB303548
WD Blue - 193441806632
Samsung - S2J5JDRB303551
HGST - 150910RCF50ACE174Z6M
HGST - 140104TF0501WH0HDD0R
Western Digital - WMC3F0329868
Hitachi - JP1572FR1A46Sk

Switches

HP - CN2BFQ4387
Netgear - 7LY1455UA0D58
Netgear - 5U81395VA2DDE

EXHIBIT A

Surplus Property - Resolution 2026-06

Routers/APs

CISCO - 88810503292
CISCO - 44406132049
CISCO - 12310C67215325
Linksys - CL7C1K611122
Linksys - CDFD1F756265

Printers

HP LaserJet P2035n -S/N# CN89076368
HP LaserJet Pro M404n - PHDCH09285
HP LaserJet P2035n - CNB9D16968
HP OfficeJet Pro 8210 - CN76PET1MR
HP LaserJet P1102w - VNB4L27596
HP - CN76L3S0NF

Fax

Brother EM-430 - J28256400

Miscellaneous Equipment

Fellowes Cosmic 95 Laminator
Epson Desktop Scanner
Zotac Video Graphics
TP-Link Network Card



CITY OF GOSHEN LEGAL DEPARTMENT

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

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

February 5, 2026

To: Board of Public Works and Safety
From: Shannon Marks, Legal Compliance Administrator
Subject: Amendment 2 to Contract with Rowell Chemical Corporation

It is recommended that the Board approve and ratify the Mayor's execution of the attached Amendment 2 to the Contract with Rowell Chemical Corporation for the purchase of sodium hypochlorite. This amendment extends the Contract one year through December 31, 2026, and also provides for an automatic one-year renewal. Rowell Chemical Corporation has also agreed to reduce the price per gallon delivered for 2026 to \$1.70 per gallon.

Suggested Motion:

Approve and ratify the Mayor's execution of Amendment 2 to the Contract with Rowell Chemical Corporation for the purchase of sodium hypochlorite.

AMENDMENT NO. 2

PURCHASE OF SODIUM HYPOCHLORITE

THIS AMENDMENT is entered into on January 29, 2026, which is the last signature date set forth below, by and between **Rowell Chemical Corporation** ("Supplier"), whose mailing address is 10100 South Archer Ave., Willow Springs, IL 60480, and **City of Goshen, Indiana**, a municipal corporation and political subdivision of the State of Indiana acting through the Goshen Board of Public Works and Safety ("City").

RECITALS

- (A) City and Supplier entered into a Contract on March 21, 2024, for purchase and supply of sodium hypochlorite.
- (B) The parties wish to renew the Contract.
- (C) Supplier has agreed to offer a further reduction in the price per gallon delivered for 2026.
- (D) Any modification or amendment to the terms and conditions of the Contract shall be made in writing and signed by both parties.

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

SECTION 1. **Renewal Term**

The Contract shall be extended for an additional one (1) year term ("Renewal Term"), under the same terms and conditions, commencing January 1, 2026, and ending December 31, 2026. Thereafter, the Contract shall automatically renew for one additional Renewal Term under the same terms and conditions, except as provided by Section 2.02, unless either party notifies the other party of its intent to not renew the Contract at least thirty (30) days prior to December 31, 2026.

SECTION 2. **Compensation**

- 2.01 Beginning January 1, 2026, Supplier shall invoice City, and City agrees to compensate Supplier at the rate of \$1.70 per gallon for actual quantities delivered during the Renewal Term.
- 2.02 Supplier may modify the rate to be paid by City for the Renewal Term beginning January 1, 2027, provided that Supplier notifies City of the proposed modified rate at least thirty (30) days prior to December 31, 2026, and said modified rate does not exceed the original rate of \$1.79 per gallon as set forth in the Original Contract.

SECTION 3. **Original Contract**

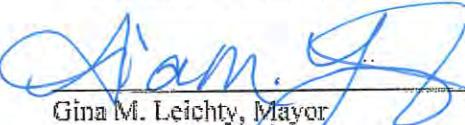
In all respects, all other provisions of the original Contract not affected by this Amendment shall remain in full force and effect.

SECTION 4. Authority to Execute

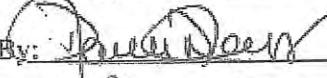
The undersigned affirm that all steps have been taken to authorize execution of this Amendment, and upon the undersigned's execution, bind their respective organizations to the terms of the Amendment.

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

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


Gina M. Leichty, Mayor
Date Signed: January 29, 2026

Rowell Chemical Corporation

By: 
Printed: Dawn Dass
Title: Acting Secretary
Date Signed: 1/26/26



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February 5, 2026

To: Goshen Board of Public Works and Safety
From: Shannon Marks, Legal Compliance Administrator
Subject: Amendment No. 2 to Contract with Colin Avila d/b/a Yardshark

The City and Colin Avila d/b/a Yardshark entered into a Contract on March 12, 2024, for Yardshark to provide lawn mowing and maintenance services for certain City of Goshen properties. This Amendment is to renew the Contract for the 2026 mowing season for mowing services to be provided to eight of the service areas. The original Contract provides for a 2% price increase in the costs for services to a location for a subsequent mowing season.

Suggested Motion:

Move to approve the terms and conditions and authorize Mayor Leichty to execute Amendment No. 2 to the Contract for City of Goshen Lawn Services with Colin Avila d/b/a Yardshark on behalf of the City of Goshen and the Goshen Board of Public Works and Safety.

AMENDMENT NO. 2

Contract for City of Goshen Lawn Services

THIS AMENDMENT is entered into on _____, 2026, which is the last signature date set forth below, by and between **Colin Avila d/b/a Yardshark** (“Contractor” or “Yardshark”), whose mailing address is PO Box 2101, Michigan City, IN 46361, and **City of Goshen, Indiana**, a municipal corporation and political subdivision of the State of Indiana acting through the Goshen Board of Public Works and Safety Redevelopment Commission (“City”).

RECITALS

- (A) City and Yardshark entered into a Contract on March 12, 2024 for Yardshark to provide City with lawn mowing and maintenance services for certain City of Goshen properties.
- (B) The Contract may be renewed for up to two additional mowing seasons.
- (C) The parties wish to renew the Contract for the 2026 mowing season which shall include 2026 fall clean up.
- (D) City wishes to remove certain Service Areas for Lawn Services.
- (E) Any modification or amendment to the terms and conditions of the Contract shall be made in writing and signed by both parties.

In consideration of the terms, conditions and mutual covenants to be kept and performed under the original Contract, and under the terms, conditions and mutual covenants of this Amendment No. 2, the parties agree as follows:

SECTION 1. Effective Date; Renewal Term

- (A) The Amendment No. 2 shall become effective on the day of execution and approval by both parties.
- (B) The Contract shall be renewed for the 2026 mowing season which shall include 2026 fall clean-up.

SECTION 2. Scope of Services

- (A) Contractor shall discontinue Lawn Services to the following Services Areas, effective the 2026 mowing season:
 - (1) Service Area 6 – Northwest Corner of North Main Street and West Wilden Avenue, and Northeast Corner of East Wilden Avenue and North Sixth Street.
 - (2) Service Area 7 – Southeast Corner of East Wilden Avenue and North Sixth Street.
 - (3) Service Area 8 – West Plymouth Avenue Stormwater Basin
 - (4) Service Area 10 – East Kercher Road Stormwater Basin, including turf surrounding, side slopes and bottom of basin.
 - (5) Service Area 11 – South Side of East Kercher Road at Pine Manor Avenue.
 - (6) Service Area 16 – River Race Drive/South Second Street, including south island.

- (7) Service Area 17 – 305 East Kercher Road.
- (8) Service Area 18 – 65719 State Road 15 (confirming the removal of this Service Area during the 2025 mowing season).

(B) Contractor shall continue providing Lawn Services to the remaining eight (8) Service Areas under the original Contract dated March 12, 2024.

SECTION 3. Compensation

The established unit costs for Lawn Services at a Service Area as set forth in the original Contract are adjusted by a 2% maximum price increase as permitted under the original Contract. The unit costs for the 2026 mowing season at each Service Area are set forth in Exhibit B attached to this Amendment.

SECTION 4. Original Contract

In all respects, all other provisions of the original Contract not affected by the Amendment No. 1 or this Amendment No. 2 shall remain in full force and effect.

SECTION 5. Authority to Execute

The undersigned affirm that all steps have been taken to authorize execution of this Amendment No. 2, and upon the undersigned's execution, bind their respective organizations to the terms of the Amendment No. 2.

IN WITNESS WHEREOF, the parties have executed this Amendment No. 2 on the dates as set forth below.

City of Goshen, Indiana

Goshen Board of Public Works and Safety

Colin Avila d/b/a Yardshark

Gina M. Leichty, Mayor

Colin Avila, Owner

Date Signed: _____

Date Signed: _____

Redevelopment Commission

Becky Hutsell, Redevelopment Director

Date Signed: _____

EXHIBIT B - 2026 Mowing Season

Service Area/Invoicing		Basis/Unit	2024 Unit Cost	2025 Unit Cost	2026 Unit Cost
1 ENG	Third Street/Madison Street from Pike Street south to Main Street, including Parking Areas (Includes Weed Control)	Lump Sum Monthly Cost	1,084.00	1,105.68	1,128.00
2 ENG	City Hall at 202 South Fifth Street, Utilities Billing Office at 203 South Fifth Street, City Annex Building at 204 East Jefferson Street, and Goshen Police & Court Building at 111 East Jefferson Street	Lump Sum Monthly Cost	690.00	Removed 2025	Removed 2025
3 DOL	Goshen Police Training Facility at 713 East Lincoln Avenue	Lump Sum Monthly Cost	125.00	Removed 2025	Removed 2025
4 DNG	Northeast Corner of East Lincoln Avenue and Olive Street	Lump Sum Monthly Cost	100.00	Removed 2025	Removed 2025
5 ENG	East Lincoln Avenue Stormwater Basin	Lump Sum Monthly Cost	260.00	265.20	271.00
6 DNG	Northwest Corner of North Main Street and West Wilden Avenue and Northeast Corner of East Wilden Avenue and North Sixth Street	Lump Sum Monthly Cost	85.00	86.70	Removed 2026
7 DNG	Southeast Corner of East Wilden Avenue and North Sixth Street	Lump Sum Monthly Cost	167.00	170.34	Removed 2026
8 DNG	West Plymouth Avenue Stormwater Basin	Lump Sum Monthly Cost	175.00	178.50	Removed 2026
9 ENG	County Road 19 Stormwater Basin and Access Drive	Unit Cost for Each Mow	50.00	51.00	52.00
10 ENG	East Kercher Road Stormwater Basin (Turf Surrounding Basin)	Lump Sum Monthly Cost	240.00	244.80	Removed 2026
10 ENG	East Kercher Road Stormwater Basin (Side Slopes and Bottom of Basin)	Unit Cost for Each Mow	250.00	255.00	Removed 2026
11 ENG	South Side of East Kercher Road at Pine Manor Avenue	Lump Sum Monthly Cost	100.00	102.00	Removed 2026

EXHIBIT B - 2026 Mowing Season

Service Area/Invoicing		Basis/Unit	2024 Unit Cost	2025 Unit Cost	2026 Unit Cost
12 RDV	600-700 Blocks of East Lincoln Avenue	Lump Sum Monthly Cost	333.00	339.66	346.00
13 RDV	400-Block West Pike Street /200-Block New Street	Lump Sum Monthly Cost	250.00	255.00	260.00
14 RDV	210 West Washington Street	Lump Sum Monthly Cost	75.00	76.50	78.00
15 RDV	200-Block of South Third Street	Lump Sum Monthly Cost	250.00	255.00	260.00
16 RDV	River Race Drive/South Second Street, including south Island	Lump Sum Monthly Cost	125.00	127.50	Removed 2026
17 RDV	305 East Kercher Road	Lump Sum Monthly Cost	100.00	102.00	Removed 2026
18 RDV	65719 State Road 15	Lump Sum Monthly Cost	160.00	163.20	Removed 2025
19 RDV	208 West Washington Street	Lump Sum Monthly Cost	NA	76.50	78.00
Cost Adjustment for Subsequent Mowing Seasons - Maximum percentage increase in Service Area Unit Cost if renew Contract in subsequent year(s):		2%			



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February 5, 2026

To: Goshen Board of Public Works and Safety

From: Shannon Marks

Subject: Uniform Conflict of Interest Disclosure Statement from Donald Shuler

The attached Uniform Conflict of Interest Disclosure Statement for Assistant City Attorney Donald Shuler is being submitted to the Board for acceptance in a public meeting. The City has an ongoing Contract for legal services with the law firm of Barkes, Kolbus, Rife & Shuler, LLP, where Don is a Partner. This Disclosure Statement is intended to cover the legal services that the law firm will provide in 2026 under the existing Contract dated November 7, 2024, as amended June 26, 2025.

Suggested Motion:

Move to accept the Uniform Conflict of Interest Disclosure Statement submitted by Donald Shuler.



UNIFORM CONFLICT OF INTEREST DISCLOSURE STATEMENT

State Form 54266 (R2 / 9-24) / Form 236
STATE BOARD OF ACCOUNTS

"A public servant who knowingly or intentionally (1) has a pecuniary interest in; or (2) derives a profit from; a contract or purchase connected with an action by the governmental entity served by the public servant commits conflict of interest, a Level 6 Felony." Ind. Code 35-44.1-1-4(b).

As defined by IC 35-31.5-2-261, "public servant" means a person who:

- (1) is authorized to perform an official function on behalf of, and is paid by, a governmental entity;
- (2) is elected or appointed to office to discharge a public duty for a governmental entity; or
- (3) with or without compensation, is appointed in writing by a public official to act in an advisory capacity to a governmental entity concerning a contract or purchase to be made by the entity.

A public servant has a pecuniary interest in a contract or purchase if the contract or purchase will result or is intended to result in an ascertainable increase in the income or net worth of the public servant or a dependent of the public servant. IC 35-44.1-1-4(a)(3).

A "dependent" means the spouse of a public servant; a child, stepchild, or adoptee of a public servant who is unemancipated and less than eighteen (18) years of age; or an individual more than one-half of whose support is provided during a year by the public servant. IC 35-44.1-1-4(a)(1).

Complete this form in its entirety. Legal counsel should be consulted.

1. Full name and address of public servant submitting this form: Donald R Shuler, 601 Sunburst Ln, Middlebury, IN 46540
2. a. Job title: Assistant City Attorney
b. Governmental entity: City of Goshen
c. County: Elkhart

FOR CONTRACTS, PLEASE COMPLETE SECTION 3.

FOR PURCHASES OF GOODS OR SERVICES (WITHOUT A CONTRACT), COMPLETE SECTION 4.

3. Identify and describe the contract involved (complete a separate Disclosure Form for each contract):
 - a. Full legal name and address of contractor: Barkes, Kolbus, Rife & Shuler, LLP, 118 N Main St, Goshen, IN 46526
 - b. Full name and address of "dependent" (if applicable): NA
 - c. Identify the governmental entity that is a party to the contract: City of Goshen
 - d. Relationship of public servant to contractor: Partner

e. Specific ownership interest (and/or job title) of the public servant (or the public servant's dependent) in contractor: Partner

f. Start date and end date of contract: 1/01/25 to 6/30/2026

g. Total dollar amount of contract: Unknown

h. Specific financial interest (and/or dollar amount) derived by the public servant (or the public servant's dependent) as a result of the contract: Unknown, but likely over \$250

i. Date of the public meeting and the name of the governmental entity that accepted the contract (Note: this date MUST be prior to any final action on the contract or purchase):
2025-2026 Contract was approved 11/07/2024, and amended 6/26/2025.

4. Identify and describe each purchase of goods or services (which does not involve a contract) in which the public servant has a pecuniary interest:

a. Describe the good or service purchased:

b. State the total dollar amount of each purchase: _____

c. Full legal name of vendor: _____

d. Name of governmental entity making the purchase of goods or services: _____

e. Specific ownership interest (and/or job title) of the public servant (or the public servant's dependent) in vendor: _____

f. Full name and address of "dependent" (if applicable): _____

g. Purchase date: _____

h. Specific financial interest (and/or dollar amount) derived by the public servant (or the public servant's dependent) as a result of the purchase: _____

i. Date of the public meeting and the name of the governmental entity that accepted the purchase of goods or services (Note: this date MUST be prior to any final action on the contract or purchase):

IF PUBLIC SERVANT IS APPOINTED, COMPLETE SECTION 5

ALL OTHER PUBLIC SERVANTS, COMPLETE SECTION 6

5. Approval of elected public servant or board of trustees of a state supported college or university that appointed the public servant:

I / WE hereby approve this Conflict of Interest Form concerning the public servant for the contract or purchase described herein on this day:

Date of Appointment: _____

Date of Approval of Conflict of Interest: _____

Signature _____

Printed Name, Job Title _____

Signature _____

Printed Name, Job Title _____

6. Approval by governmental entity at public meeting

a. Date this Conflict of Interest was submitted to the governmental entity: 01/02/26

b. Date of the public meeting this Conflict of Interest Form was accepted by the public entity (Note: this date MUST be prior to any final action on the contract or purchase): _____

7. **Affirmation of Public Servant:**

This disclosure was submitted to and accepted by the governmental entity in a public meeting (identified above) ~~prior to final action on the contract or purchase~~. This Disclosure Statement is to cover the legal services to be provided in 2026 under the existing Contract, as amended.

I affirm, under penalty of perjury, the truth and completeness of the statements made above.

Signed: _____

Printed Name: Donald R Shuler

Date: _____

Email Address: donshuler@goshencity.com

8. **Filing Requirement**

Within fifteen (15) days after final action on the contract or purchase, copies of this statement must be filed with both:

1. The Indiana State Board of Accounts by uploading at https://gateway.ifionline.org/sboa_coi/; and
2. The Clerk of the Circuit Court of the county where the governmental entity took final action on the contract or purchase.



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 CONSTRUCTION
PROJECT AT 2064 AND 2066 WHISPERING PINES**

DATE: February 5, 2026

The Stormwater Department requests the approval of an Agreement for the Completion of Construction for the homes at 2064 and 2066 Whispering Pines which have passed their final building inspections and the project is substantially complete except for stabilization of disturbed areas, and two large species of trees planted along the street. These final requirement 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 Greencroft Goshen agrees to complete all work by June 15, 2026. The expected cost of work for each address is under the \$2000 requirement, therefore no surety is required.

Requested Motion: Approve and authorize the Board to execute the Agreement with Greencroft Goshen for the Completion of the project at 2064 and 2066 Whispering Pines.

AGREEMENT FOR THE COMPLETION OF THE CONSTRUCTION PROJECT

THIS AGREEMENT is entered into on February 5, 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: Greencroft Goshen

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

Builder: _____

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: 2064 Whispering Pines, 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 2800 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: _____
One large species of tree planted along the street.

Install the hard surface driveway for the Site.

Permittee agrees to install a temporary gravel driveway, and Goshen will permit the installation of the temporary gravel driveway until such time as the permanent hard surface driveway can be installed. The temporary gravel driveway shall be installed prior to occupancy of the building, but no later than _____, 20__.

Install the hard surface parking lot for the Site.

Permittee agrees to install a temporary gravel parking lot, and Goshen will permit the installation of the temporary gravel parking lot until such time as the permanent hard surface parking lot can be installed. The temporary gravel parking lot shall be installed prior to occupancy of the building, but no later than _____, 20__.

Install all required parking lot striping for parking spaces at the Site.

Install approximately _____ square feet of concrete sidewalk and/or curbing at or adjacent to the Site parallel to the following public street: _____

Install approximately _____ of concrete sidewalk at the Site to the building entrance.

Install the following certain parts or equipment at the Site: _____

Other: _____

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 _____ Dollars (\$_____) 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: Greencroft Goshen
P.O. Box 819
Goshen IN 46527

Phone: 574-596-1081

Email: troy.handrich@greencroft.org

Property Owner: _____

Phone: _____
Email: _____

Builder: _____

Phone: _____
Email: _____

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.

Permittee¹:

Property Owner:

Signature: Troy Handrich

Printed: Troy Handrich

Title (if any): Director of Facilities

Date: 2/21/2026

Signature: _____

Printed: _____

Title (if any): _____

Date: _____

Builder: Signature: _____

Printed: _____

Title: _____

Date: _____

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: _____

¹ 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.

AGREEMENT FOR THE COMPLETION OF THE CONSTRUCTION PROJECT

THIS AGREEMENT is entered into on February 5, 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: Greencroft Goshen

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

Builder: _____

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: 2066 Whispering Pines, 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 3400 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: _____
One large species of tree planted along the street.

Install the hard surface driveway for the Site.

- Permittee agrees to install a temporary gravel driveway, and Goshen will permit the installation of the temporary gravel driveway until such time as the permanent hard surface driveway can be installed. The temporary gravel driveway shall be installed prior to occupancy of the building, but no later than _____, 20____.
- Install the hard surface parking lot for the Site.
- Permittee agrees to install a temporary gravel parking lot, and Goshen will permit the installation of the temporary gravel parking lot until such time as the permanent hard surface parking lot can be installed. The temporary gravel parking lot shall be installed prior to occupancy of the building, but no later than _____, 20____.
- Install all required parking lot striping for parking spaces at the Site.
- Install approximately _____ square feet of concrete sidewalk and/or curbing at or adjacent to the Site parallel to the following public street: _____

- Install approximately _____ of concrete sidewalk at the Site to the building entrance.
- Install the following certain parts or equipment at the Site: _____

- Other: _____

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 _____ Dollars (\$_____) 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: Greencroft Goshen
P.O. Box 819
Goshen IN 46527

Phone: 574-596-1081

Email: troy.handrich@greencroft.org

Property Owner: _____

Phone: _____
Email: _____

Builder: _____

Phone: _____
Email: _____

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.

Permittee¹:

Property Owner:

Signature: Troy Handrich

Printed: Troy Handrich

Title (if any): Director of Facilities

Date: 2/2/2026

Signature: _____

Printed: _____

Title (if any): _____

Date: _____

Builder: _____
Signature: _____

Printed: _____

Title: _____

Date: _____

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: _____

¹ 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.