



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

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

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

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

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

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

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

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

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

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

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

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

BACKGROUND:

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

Marvin Shepherd, Superintendent of the City Water Treatment and Sewer Department, said City staff visited Roxbury Park after the leaks were repaired but could not determine if any of the water went into the sewer system. Sinclair said Roxbury submitted documentation to show the location of leaks and what was repaired. However, she said she was unaware of the need to contact the City if there were leaks.

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

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

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

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

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

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



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

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

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

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

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

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

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

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

5) Water & Sewer Office request: Move \$4,819.86 in uncollected finalized accounts from active to collection, sewer liens and write-offs for the period through Nov. 10, 2025

Kelly Saenz, Manager of the Goshen City Utilities Office, told the Board that the original amount of unpaid final Water/Sewer accounts, for the period through Nov. 10, 2025, was \$5,233.23. Collection letters were sent out and payments of \$413.37 were collected.

With the uncollected amount being \$4,819.86, Saenz asked the Board to move the office's uncollected final accounts from active to Collection, Sewer Liens and Write offs for the period. Of the uncollected amounts, \$3,065.19 came from water accounts and \$1,754.60 came from sewer accounts.

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

The Year 1 subscription cost will be \$9,146 and maintenance and support of \$725.20 for a total cost of \$9,871.20. The Year 2 subscription cost: \$4,246.36 and maintenance and support of \$768.36 for a total cost of \$5,015.07.



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

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

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

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

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

APPROVAL OF CIVIL & UTILITY CLAIMS

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

ADJOURNMENT

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

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

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

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

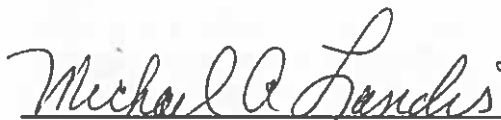
Exhibit 4: Christina M. Bonham, a paralegal with the City Legal Department provided Board members with a one-page memorandum, dated Jan. 29, 2026, a two-page quotation/order form, and a two-page memorandum of understanding to execute a contract with Caliber Public Safety to allow the City to enter into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



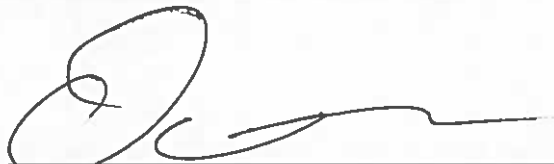
APPROVED:



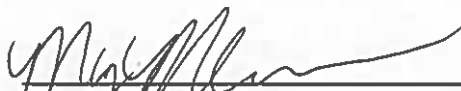
Mayor Gina Leichty




Mike Landis, Member



Orv Myers, Member



Mary Nichols, Member



Barb Swartley, Member

ATTEST:

Richard R. Aguirre, City of Goshen Clerk-Treasurer

Exhibit #1



Engineering Department
CITY OF GOSHEN
204 East Jefferson Street, Suite 1 • Goshen, IN 46528-3405

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

**ADDENDUM NO. 1
TO THE
BIDDING DOCUMENTS
FOR
2026 Paving Project
Issued: January 22, 2026**

City Project No. 2026-0002 B

The following amendments to the plan documents for the above-mentioned project are hereby included with the original plan documents, (plans and specifications). The contract shall be bid based on the above-mentioned plans and specifications as amended by the following addendum. The contractor shall indicate on the bid that this and any other specific addenda are received and reflected in the bid.

I. Submitted, written Questions and Answers

Contractor Question: Due to the large quantity, for the project, and low supply Concrete #53's, in the area, would INDOT Gravel #53's be allowed for Item #19?

Answer: INDOT Compacted Aggregate, No. 53 will be allowed as an approved alternate for Item #19.

Contractor Question: What is the Maintenance of Traffic/Traffic Control phasing plan for the project?

Answer: The project will require numerous phases to reasonably accommodate the movement of products to and from local businesses as well as providing access for employees and vendors. These accommodations could potentially include night and/or weekend work by the Contractor and will be considered incidental to other work items. Attached Plan sheet X-3665-12B offers potential phasing suggestions for Contractor consideration. Corrie Drive is particularly critical to local businesses, including Keystone and Lippert operations. The Contractor is encouraged to coordinate phasing for Corrie Drive work with the anticipated shutdown of Keystone and Lippert operations. Official dates and duration of the shutdown are yet to be determined but are currently expected to occur between June 29th and July 5th, 2026. Additionally, the Contractor must supply two changeable message boards, for communication of road closures, throughout the duration of the project.

- END ADDENDUM-

CITY OF GOSHEN

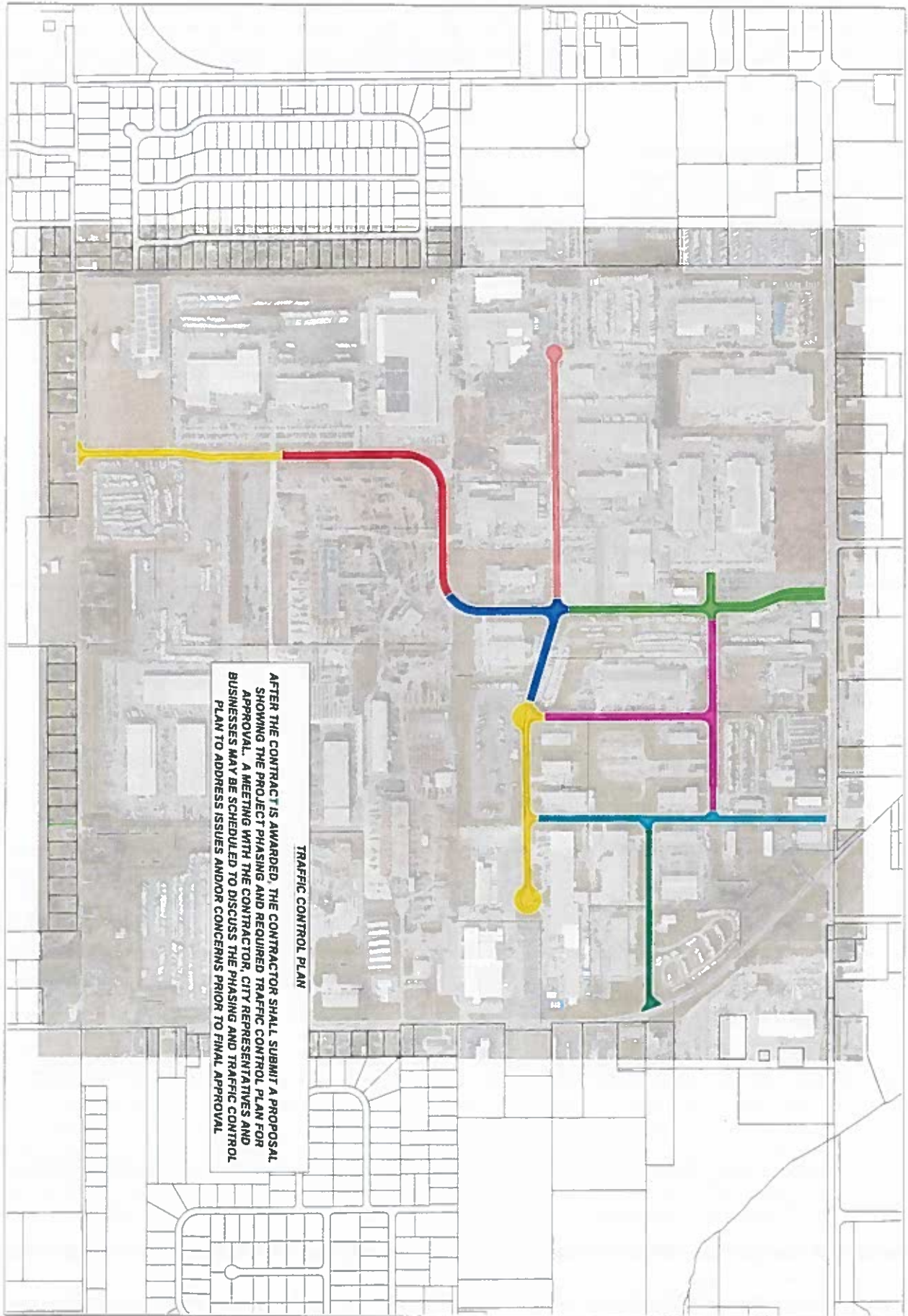


Brad B. Minnick, P.E. (IN)
City Civil Engineer

A signed copy of this addendum shall be submitted with the proposal.

Acknowledged by: 
Signature of Bidder

Date: 1/29/25



TRAFFIC CONTROL PLAN

AFTER THE CONTRACT IS AWARDED, THE CONTRACTOR SHALL SUBMIT A PROPOSAL SHOWING THE PROJECT PHASING AND REQUIRED TRAFFIC CONTROL PLAN FOR APPROVAL. A MEETING WITH THE CONTRACTOR, CITY REPRESENTATIVES AND BUSINESSES MAY BE SCHEDULED TO DISCUSS THE PHASING AND TRAFFIC CONTROL PLAN TO ADDRESS ISSUES AND/OR CONCERNS PRIOR TO FINAL APPROVAL

Exhibit #2

INVOICE SUMMARY

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



BILL DATE	DUE DATE	AMOUNT DUE
12/22/2025	1/19/2026	\$24,732.99
Service Dates		TOTAL DUE AFTER DUE DATE
From	To	
11/1/2025	12/1/2025	\$27,206.32

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

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

ACCOUNT DETAIL

Account: 291-3060-00		Roxbury Mhc		Property: 403 Post Rd			
Status: A		For Service: 11/01/2025 thru 12/01/2025		SUBTOTAL			24,711.16
CURRENT	PREVIOUS	USAGE	SERVICE	METER SIZE	CHARGE		
334,865	332,626	223,900	WATER	8	4,683.15		
			WATER		116.63		
			WATER		422.40		
			SEWER		17,307.47	NET DUE	24,711.16
			SEWER		1,312.57		
			HYDRANTS		868.94		
Account: 291-3070-00		Roxbury Mhc		Property: 403 Post Rd # SPRK			
Status: A		For Service: 11/01/2025 thru 12/01/2025		SUBTOTAL			13.11
CURRENT	PREVIOUS	USAGE	SERVICE	METER SIZE	CHARGE		
1,007	1,007	0	WATER	1.5	13.11		
						NET DUE	13.11
Account: 291-5740-00		Roxbury Mhc		Property: 403 Post Rd SPRK			
Status: A		For Service: 11/01/2025 thru 12/01/2025		SUBTOTAL			8.72
CURRENT	PREVIOUS	USAGE	SERVICE	METER SIZE	CHARGE		
129,011	129,011	0	WATER	1	8.72		
						NET DUE	8.72



INVOICE SUMMARY

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

BILL DATE	DUE DATE	AMOUNT DUE
12/22/2025	1/19/2026	\$24,732.99
Service Dates		TOTAL DUE AFTER DUE DATE
From	To	
11/1/2025	12/1/2025	\$27,206.32

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

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

SERVICE SUMMARY

SERVICE	CONSUMPTION	TOTAL BILLED
HYDRANTS		868.94
SEWER		18,620.04
WATER	223,900.00	5,244.01
CURRENT TOTAL BILLED AMOUNT:		24,732.99
TOTAL ARREARS:		0.00
NET TOTAL AMOUNT DUE:		24,732.99

BILL COUNT: 3



INVOICE SUMMARY

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

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12/22/2025	1/19/2026	\$24,732.99
Service Dates		TOTAL DUE AFTER DUE DATE
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11/1/2025	12/1/2025	\$27,206.32

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

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

ACCOUNT SUMMARY

ACCOUNT	NAME	PROPERTY	TOTAL DUE	AFTER 01/20/2026
291-3060-00	Roxbury Mhc	403 Post Rd	24,711.16	27,182.29
291-3070-00	Roxbury Mhc	403 Post Rd # SPRK	13.11	14.43
291-5740-00	Roxbury Mhc	403 Post Rd SPRK	8.72	9.60
TOTAL AMOUNT DUE:			24,732.99	27,206.32

**** PLEASE REMIT THIS PAGE WITH PAYMENT ****



INVOICE SUMMARY

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

BILL DATE	DUE DATE	AMOUNT DUE
1/26/2026	2/16/2026	\$30,101.99
Service Dates		TOTAL DUE AFTER DUE DATE
From	To	
12/1/2025	1/1/2026	\$33,112.22

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

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

ACCOUNT DETAIL

Account: 291-3060-00		Roxbury Mhc		Property: 403 Post Rd		
Status: A		For Service: 12/01/2025 thru 01/01/2026		SUBTOTAL		30,080.16
CURRENT	PREVIOUS	USAGE	SERVICE	METER SIZE	CHARGE	
337,665	334,865	280,000	WATER	8	5,715.62	
			WATER		116.63	
			WATER		422.40	
			SEWER		21,644.00	NET DUE
			SEWER		1,312.57	
			HYDRANTS		868.94	
						<u>30080.16</u>
Account: 291-3070-00		Roxbury Mhc		Property: 403 Post Rd # SPRK		
Status: A		For Service: 12/01/2025 thru 01/01/2026		SUBTOTAL		13.11
CURRENT	PREVIOUS	USAGE	SERVICE	METER SIZE	CHARGE	
1,007	1,007	0	WATER	1.5	13.11	
						NET DUE
						<u>13.11</u>
Account: 291-5740-00		Roxbury Mhc		Property: 403 Post Rd SPRK		
Status: A		For Service: 12/01/2025 thru 01/01/2026		SUBTOTAL		8.72
CURRENT	PREVIOUS	USAGE	SERVICE	METER SIZE	CHARGE	
129,011	129,011	0	WATER	1	8.72	
						NET DUE
						<u>8.72</u>



INVOICE SUMMARY

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

BILL DATE	DUE DATE	AMOUNT DUE
1/26/2026	2/16/2026	\$30,101.99
Service Dates		TOTAL DUE AFTER DUE DATE
From	To	
12/1/2025	1/1/2026	\$33,112.22

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

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

SERVICE SUMMARY

SERVICE	CONSUMPTION	TOTAL BILLED
HYDRANTS		868.94
SEWER		22,956.57
WATER	280,000.00	6,276.48
CURRENT TOTAL BILLED AMOUNT:		30,101.99
TOTAL ARREARS:		0.00
NET TOTAL AMOUNT DUE:		30,101.99

BILL COUNT: 3



INVOICE SUMMARY

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

BILL DATE	DUE DATE	AMOUNT DUE
1/26/2026	2/16/2026	\$30,101.99
Service Dates		TOTAL DUE AFTER DUE DATE
From	To	
12/1/2025	1/1/2026	\$33,112.22

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

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

ACCOUNT SUMMARY

ACCOUNT	NAME	PROPERTY	TOTAL DUE	AFTER 02/17/2026
291-3060-00	Roxbury Mhc	403 Post Rd	30,080.16	33,088.19
291-3070-00	Roxbury Mhc	403 Post Rd # SPRK	13.11	14.43
291-5740-00	Roxbury Mhc	403 Post Rd SPRK	8.72	9.60
TOTAL AMOUNT DUE:			30,101.99	33,112.22

**** PLEASE REMIT THIS PAGE WITH PAYMENT ****

Exhibit #3



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

January 29, 2026

To: Board of Public Works and Safety

From: Christina M. Bonham, Paralegal

Subject: Agreement with EA Pro Music for Elkhart County Historic Courthouse A/V Renovation

It is recommended that the Board approve and authorize Mayor Leichthy to execute the attached Agreement with EA Pro Music to allow the City to enter into an agreement for the Elkhart County Historic Courthouse A/V renovation, which is more particularly described in attached Exhibit A - Contractor's Proposal.

The total cost for the A/V renovation will be Four Thousand One Hundred Thirty-One Dollars and 90/100 (\$4,131.90). Payment of 50% of the equipment cost will be due prior to ordering said equipment.

Suggested Motion:

Approve and authorize Mayor Leichthy to execute the attached Agreement with EA Pro Music to allow the City to enter into an agreement for the Elkhart County Historic Courthouse A/V renovation.

**AGREEMENT WITH EA PRO MUSIC
FOR ELKHART COUNTY HISTORIC COURTHOUSE A/V RENOVATION**

THIS AGREEMENT is entered into on _____, 2026, which is the date of the last signature set forth on the signature page, by and between **EA Pro Music** ("Contractor"), whose mailing address is 115 N. 21st Street, Goshen, IN 46528, and **City of Goshen, Indiana** ("City"), a municipal corporation and political subdivision of the State of Indiana acting through the Goshen Board of Public Works and Safety.

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

Section 1. Component Parts of this Agreement

- (A) This Agreement shall include these terms and conditions, as well as the terms and conditions set forth in Contractor's January 8, 2026, proposal attached as Exhibit A.
- (B) Any inconsistency or ambiguity in this Contract shall be resolved by giving precedence in the following order:
 - (1) This Agreement, and Amendments; and
 - (2) Contractor's Proposal dated January 8, 2026.

Section 2. Scope of Services

Contractor shall provide City the services for the Historic Elkhart County audio/visual renovation, which services are more particularly described in Contractor's January 8, 2026, proposal attached as Exhibit A (hereinafter referred to as "Duties").

In the event of any conflict between the terms of this agreement and the terms contained in the proposal attached as Exhibit A, the terms set forth in this agreement shall prevail.

Section 3. Effective Date; Term

- (A) The agreement shall become effective on the day of execution and approval by both parties.
- (B) Contractor acknowledges that time is of the essence and that the timely performance of its Duties is an important element of this agreement. Contractor shall perform all Duties as expeditiously as is consistent with professional skill and care in the orderly progress of the Duties.
- (C) Contractor shall commence the Duties as soon as practical after Agreement is fully executed.
- (D) Contractor shall complete all Duties as soon as practical after project commences.

Section 4. Compensation

- (A) City agrees to compensate Contractor the sum of Four Thousand One Hundred Thirty-One Dollars and 90/100 (\$4,131.90) for performing all Duties.
- (B) City agrees to compensate Contractor more particularly as follows for performing all Duties:
Equipment Costs: 50% prior to ordering equipment & 50% at installation..... Lump Sum of \$3,631.90
Labor Costs Lump Sum of \$500.00

Section 5. Payment

- (A) City shall pay Contractor for 50% of the above stated Equipment Costs prior to the equipment being ordered with the remaining 50% and all Labor Costs being due after Duties are satisfactorily completed under this agreement.
- (B) Contractor shall submit to City a detailed invoice upon completion of the Duties to the following address, or at such other address as City may designate in writing:

City of Goshen
c/o Goshen Parks Department
524 East Jackson Street
Goshen, IN 46526
Email is also acceptable at tanyaheyde@goshencity.com

- (C) Provided there is no dispute on amounts due, payment will be made to Contractor within forty-five (45) days following City's receipt of a detailed invoice for all Duties satisfactorily completed. If any dispute arises, the undisputed amount will be paid. Payment is deemed to be made on the date of mailing the check.
- (D) Contractor is required to have a current W-9 form on file with the Goshen Clerk-Treasurer's Office before City will issue payment.

Section 6. Ownership of Documents

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

Section 7. Licensing/Certification Standards

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

Section 8. Independent Contractor

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

Section 9. Non-Discrimination

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

Section 10. Employment Eligibility Verification

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

Section 11. Contracting with Relatives

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

Section 12. No Investment Activities in Iran

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

Section 13. Indemnification

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

Section 14. Insurance

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

Section 15. Force Majeure

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

Section 16. Default

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

Section 17. Termination

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

Section 18. Notice

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

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

Contractor: EA Pro Music
Attention: William Frisbie
115 N 21st Street
Goshen, IN 49528

Section 19. Subcontracting or Assignment

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

Section 20. Amendments

Any modification or amendment to the terms and conditions of the agreement shall not be binding unless made in writing and signed by both parties. Any verbal representations or modifications concerning the agreement shall be of no force and effect.

Section 21. Waiver of Rights

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

Section 22. Applicable Laws

- (A) Contractor agrees to comply with all applicable federal, state, and local laws, rules, regulations, or ordinances. All contractual provisions legally required to be included are incorporated by reference.
- (B) Contractor agrees to obtain and maintain all required permits, licenses, registrations, and approvals, and shall comply with all health, safety, and environmental rules or regulations in the performance of the services. Failure to do so maybe deemed a material breach of agreement.

Section 23. Miscellaneous

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

Section 24. Severability

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

Section 25. Binding Effect

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

Section 26. Entire Agreement

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

Section 27. Authority to Execute

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

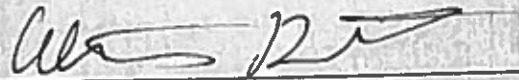
IN WITNESS WHEREOF, the parties have executed this agreement on the dates as set forth below.

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

EA Pro Music

Gina M. Leichy, Mayor

Date Signed: _____



William Frisbie

Title: Owner

Date Signed: 1/27/26

INTEGRATION SERVICES AGREEMENT

EXHIBIT A

Integrator: EA Pro Music ("Integrator")
Address: 115 N 21st st, Goshen, IN 46528
Phone: 574-312-0665
Email: William@eapromusic.com

Customer: City of Goshen ("Customer")

Project Name / Site: Courthouse AV renovation

Effective Date: Monday, Jan 8, 2026

PAYMENT TERMS

Equipment Costs: \$3,631.90

50% of total equipment costs are due prior to equipment being ordered. The remaining 50% of equipment costs are due on the installation date.

Labor Costs: \$500.00

All labor costs will be invoiced upon project completion.

Total Costs: \$4,131.90

Total project cost consists of equipment costs plus labor costs, as outlined above.

SCOPE OF WORK

Scope Version/Freeze: This Scope is binding as of **01/08/2026** and is considered the "Approved Scope" unless modified by a written Change Order (Section E3).

1) Scope Description (what we are doing):

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

2) Included Equipment / Materials (if applicable):

QTY	Item Name
1	Radial Engineering ProAV1 Passive DI Box
1	Furman M-8x2 Merit Series 8 Outlet Power Conditioner
1	Allen & Heath Rackmount Kit for CQ Series
1	Allen & Heath CQ-20B Ultracompact Digital Mixer
3	Shure A412B Base for Microflex Desktop Gooseneck
1	Pearstone Stereo Mini Male to Dual XLR Adapter

QTY	Item Name
1	Kendall Howard V-Line Wall Mount Rack
1	Pearstone USB 2.0 Type-A Male to Type-B Cable
2	Audio-Technica U851Rb Cardioid Boundary Microphone
3	Shure MX412C 12" Cardioid Gooseneck Microphone
1	All needed cables/connectors

3) Defined Outcomes & Acceptance Criteria (what "done" means):

The mixer supports inputs from

- the 5 mics (3 gooseneck, 2 boundaries for the desks)
- zoom from a laptop controlling the recording equipment and otherwise running the meeting
- the Cisco Webex video conferencing equipment (in hopes that it integrates nicely)

And outputs for

- 4 feeds to a BIS(DCR) recording box (which then usb connects to the meeting laptop)
- 1 to the zoom session
- 1 to the Cisco Webex conference equipment (in hopes that it integrates nicely)

Recording works and interfaces with the above purchased equipment and an attempt has been made to integrate the existing cisco system.

It is possible that we learn to integrate the cisco system we need to purchase more equipment and/or spend more labor than accounted for in this quote. if so a change order will be drafted and proposed.

4) Exclusions / Not Included (project-specific):

A guaranteed integration of Cisco system into the new system is excluded

I. GENERAL

1. **Design Phase Responsibilities.** If design services are included in the Approved Scope, Integrator will develop and coordinate drawings, equipment selections, and installation details reasonably required to execute the Systems described in the Approved Scope.
2. **Coordination with Other Trades.** Customer acknowledges the project may require coordination with other trades (e.g., GC, EC, IT, structural). Integrator is not responsible for the performance, workmanship, code compliance, scheduling, or deliverables of other trades.
3. **Quality Standards.** Integrator will use commercially reasonable methods, quality equipment, and trained personnel consistent with industry standards. Integrator does not warrant aesthetic preference or subjective satisfaction beyond the Approved Scope and acceptance criteria.
4. **Progress Payments.** Integrator will invoice according to the payment terms associated with the Approved Scope. Customer agrees to pay invoices by the due date. Late or missed payments may pause work, delay ordering/shipping, and/or delay commissioning and handoff.
5. **Training and First Use Support.** Basic training and first-use support (if included) will be provided as described in the

3. **Financial Dependencies and Delays.** Schedule and pricing assume timely payments and readiness by Customer and/or other trades. Delays caused by Customer or third parties may require rescheduling and may result in additional labor/travel/return-trip charges via Change Order.
7. **Site Access and Storage.** Customer will provide safe, reasonable access to the site and work areas, including after-hours access if agreed. If installation spans multiple days, Customer will provide a secure, lockable space for equipment and Integrator tools/materials.
3. **Marketing / Demonstration Rights.** ~~Unless Customer opts out in writing, Customer grants Integrator permission to photograph/video the installed Systems and reference the project (name/logo optional) for portfolio, marketing, and demonstration purposes.~~ Integrator is not to use any photographic or video content, including but not limited to name and logo, for Marketing/Demonstration Rights without prior written permission from Customer.

3. TAXES

1. **Tax Collection and Exemption Handling.** Unless Customer provides a valid and applicable exemption certificate before invoicing, Integrator will invoice and collect all applicable taxes in accordance with state and local law. Customer is responsible for seeking any credit/refund from the applicable taxing authority.

4. CUSTOMER RESPONSIBILITY FOR SPACE MODIFICATIONS

1. Customer is responsible for contracting and paying for any building modifications required to support the Systems unless expressly included in the Approved Scope. This may include (as applicable): electrical work, conduit/cable paths, structural supports, backing/blocking, HVAC/environmental requirements, patch/paint, ceilings/walls/penetrations, permits, lifts/scaffolding, and other construction trades.

5. SCOPE IS DELIVERED ON THE BASIS OF THE FOLLOWING

1. **Site Conditions and Readiness.** Customer will ensure the site matches provided drawings/plans (if any) and is ready for integration: areas accessible, construction substantially complete, and work areas reasonably clean and safe. Integrator may verify readiness via site visit and/or customer-provided photos before scheduling installation.
2. **Network and Infrastructure Prerequisites.** All required network/internet, switching, cabling, VLANs, IP plans, credentials, and technical power must be installed, operational, and available before integration begins, unless included in the Approved Scope. Integrator is not responsible for testing or warranting Customer's LAN/WAN/ISP performance or third-party IT services.
3. **Change Orders and Approvals.** After the Approved Scope is frozen, any change in equipment, layout, infrastructure, timeline, or deliverables must be documented in a written Change Order signed/approved by Customer's authorized representative. Field-direction requests are not binding until captured in writing (email acceptable) and approved.
4. **Design Assumptions and Change in Staff Impacts.** Designs and pricing are based on assumptions about the facility and conditions available at the time of proposal/design. If site conditions differ materially, or if Customer changes key stakeholder who request design changes, Integrator and Customer will pause to review impacts and may require a Change Order (including potential redesign/engineering time).

6. INTEGRATION PROJECT MANAGEMENT PROCESS

1. **Site Surveys.** If included in the Approved Scope, Integrator will perform site surveys as needed to validate conditions, cable paths, mounting considerations, and infrastructure assumptions.
2. **Kickoff and Status Meetings.** Integrator may conduct a kickoff meeting and periodic status meetings (phone/video/in-person) as appropriate to project size/complexity. The meeting cadence and attendees will be mutually agreed.

7. COMMISSIONING

1. **System Tuning.** Where applicable, Integrator will tune/optimize the system(s) at project close. Customer will provide conditions reasonably required for tuning (e.g., quiet/empty room, access, time window). If conditions are not available, tuning may be rescheduled via Change Order.
2. **Training.** Integrator will provide training described in the Approved Scope. Training is intended for operators and covers normal workflows. Extended training, additional sessions, or training scheduled separate from commissioning may incur additional charges.

3. **System Handoff.** Handoff occurs when the system meets the acceptance criteria in the Approved Scope and Customer has been given reasonable opportunity to participate in training and verify core functionality. Minor punch-list items may be documented for completion, without delaying handoff, unless they materially prevent the acceptance criteria from being met.

I. INTEGRATOR RESPONSIBILITIES

1. **Equipment Provision.** Provide equipment/materials listed in the Approved Scope, subject to availability and substitution rules (if any) stated in the Approved Scope or Change Orders.
2. **Installation and Configuration.** Install and integrate equipment per the Approved Scope and applicable best practices.
3. **Testing and Documentation.** Perform checkout and functional testing for the system workflows described in the acceptance criteria. Provide manufacturer documentation as available and any agreed deliverables.
4. **Training and As-Builts.** Provide training per Section G and deliver as-built drawings and/or documentation if included in the Approved Scope.

J. CUSTOMER RESPONSIBILITIES

1. **Facility Prep and Construction.** Ensure building readiness, structural supports, pathways, and construction deliverables not included in the Approved Scope are completed and compliant.
2. **Network and Power Provisioning.** Provide required technical power, circuits, outlets, grounding, and network infrastructure unless included in the Approved Scope.
3. **Access and Scheduling.** Provide site access, keys/codes, escorts (if required), and coordinate schedules with other trades. Notify integrator of any site-use conflicts that could impact installation.
4. **Warranty Registration.** Unless otherwise stated in the Approved Scope, Customer is responsible for product registration and related paperwork to activate/extend manufacturer warranties.

K. SYSTEM SUPPORT SERVICES (If Included)

Support services apply only if explicitly included in the Approved Scope or sold as a support plan.

1. **Equipment Eligibility.** Support applies only to equipment purchased through Integrator and/or explicitly covered under a support plan. Non-covered or third-party equipment may be supported on a time-and-materials basis if available.
2. **Support Response Times.** Integrator will use commercially reasonable efforts to respond within the timeframe stated in the support plan or Approved Scope (if any). Response time means initial contact/triage, not resolution.
3. **Remote Diagnostics.** Where feasible and where Customer provides required access, Integrator may provide remote diagnostics to identify issues and recommend remedies.
4. **Warranty Handling.** Integrator may shall assist with warranty claims per manufacturer policies. Manufacturer policies may require troubleshooting, shipment, bench evaluation, exchange/repair processes, and may exclude labor for removal/reinstall.
5. **Software Updates.** Integrator may shall notify Customer of relevant updates; installation/configuration of updates is included only if stated in the support plan or Approved Scope.

Customer Authorized Representative: City of Goshen

By: Gina M. Leichty, Mayor

Signature: _____

Date: _____

Project Contact:

Email: tanyaheyde@goshencity.com

Name: Tanya Heyde, Superintendent, City of Goshen Parks & Recreation Dept

Integrator Authorized Representative: EA Pro Music

By: William Frisbie

Title: Owner

Signature: [Handwritten Signature]

Date: 11/27/17

Exhibit #4



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

January 29, 2026

To: Board of Public Works and Safety

From: Christina M. Bonham, Paralegal

Subject: Contract Documents with Caliber Public Safety (Colossus, Inc.) Regarding Subscription for Records Management System (RMS) for the Goshen Fire Department

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

Year 1:

Subscription: \$9,146.00 & Maintenance and Support: \$725.20 for a total cost of \$9,871.20.

Year 2:

Subscription: \$4,246.36 & Maintenance and Support: \$768.36 for a total cost of \$5,015.07.

Suggested Motion:

Approve and authorize Mayor Leichy to execute the attached contract documents with Caliber Public Safety to allow the City to enter into a subscription for a new records management system (RMS) for the Goshen Fire Department.



Quotation | Order Form

Quote For: City of Goshen, IN
 Goshen Fire Department
 209 N 3rd St (Central Station)
 Goshen, IN 46526

Contact: Anthony Powell
Phone: 574.533.7878
Mobile:
Email: fireambulance@goshencity.com

Quote #: Q-05755 - 1
Create Date:
 11/18/2025, 1:49 PM
Expires On:
 2/17/2026
Payment Terms: Net 30

Sales Rep: Deidre Chaney
Phone: (225) 717-5290
Email: dchaney@caliberpublicsafety.com
Orders Fax: (866) 368-8602

Product Code	Product Description	Location	Qty	Price Each	Extended
Mobile					
MC-CLNT-SAAS	Mobile Annual Subscription NLETS Host (includes soft token)		14.00	\$264.00	\$3,696.00
MC-MOBMAP	Mobile Mapping Client Software (per client)		14.00	\$240.00	\$3,360.00
PC-CLNT-SAAS	PocketCop Annual Subscription NLETS Host (includes soft token)(pending approval of the State)		1.00	\$310.00	\$310.00
PS-MC-PSAddOn	Mobile Professional Services Add On		10.00	\$178.00	\$1,780.00
Mobile TOTAL:					\$9,146.00

Annual Maint & Support: \$725.20

Order Total: \$9,871.20

Year 2 Total Annual Maint, Support & Subscription: \$5,015.07

BREAKDOWN OF YEAR 2 COSTS:

- * \$4,246.36 - Mobile subscription costs covering 14 Mobile units installed in fire apparatus & 1 Pocket Rescue license for the Fire Chief
- * \$768.36 - Maintenance on the 14 Esri licenses

Acceptance:

Colossus, Incorporated

City of Goshen, Indiana

Signature: Chris Faircloth

Signature: _____

Name (Print): Chris Faircloth

Name (Print): Gina M. Leichty

Title: VP of Sales and Marketing

Title: Mayor

Date: 1/28/2026

Date: January 29, 2026

Please sign and email to Deidre Chaney at dchaney@caliberpublicsafety.com or fax to (866) 368-8602.

Terms & Conditions

- 1) This Quotation incorporates by reference the following signed document(s) between COLOSSUS INCORPORATED (herein referred to as "Caliber Public Safety") and Customer: i) Master Purchase, License & Services Agreement; ii) RMS Software as a Service Agreement; iii) End User License Agreement, iv) Software Maintenance terms; and/or v) Statement of Work, as applicable.
- 2) Upon signing of this Quotation or Caliber's receipt of Customer's purchase order, Customer shall be invoiced 100% for all products and services set forth on this Quotation, which invoice shall be payable net-30 days from the date of invoice.
- 3) Applicable taxes, shipping and handling are not included unless specifically stated and will be added to the invoice at the time of issuance.
- 4) Any purchase order provided by Customer is valid only for purposes of identifying the "bill to" and "ship to" addresses. No additional terms contained within the purchase order shall be binding on Caliber Public Safety.
- 5) The parties agree that should there be a conflict between the terms of this Quotation and the terms of one or more of the Agreements set forth in Section 1 herein, the terms of this Quotation shall govern.
- 6) Each party executing this Quotation acknowledge and warrant that [he][she] is duly authorized by Caliber Public Safety and/or the Customer to execute this Quotation on Caliber Public Safety's and/or the Customer's behalf.
- 7) Transmission of images of signed Quotation by facsimile, e-mail or other electronic means shall have the same effect as the delivery in person of manually signed documents.
- 8) Estimated Travel Expenses are included up to \$0.00. Anything above this amount will be handled via change order.

Memorandum of Understanding
Mobile Data Sharing iLEDDS Host/User Guidelines
for Colossus/CJIS/NLETS/State CJIS System Agency Networks

Indiana Data and Communications System (IDACS)

(If Applicable) State CJIS System Agency ("State CSA") Name

Once executed by all parties, this MOU must remain on file with the Host, User, NLETS and if applicable, State CSA. This Memorandum of Understanding ("MOU") is an agreement entered into this 29 day of January, 2026 by and between Colossus, Incorporated ("Colossus"), an internet Law Enforcement Data Delivery Service ("iLEDDS"), hereafter referred to as the "iLEDDS Host" and Goshen Fire Department, IN, a Criminal Justice Agency, hereafter referred to as the "User."
(City of Goshen, Indiana)

I. Purpose & Scope:

This MOU entered into between the iLEDDS Host and User is intended to define the terms, conditions, and mutual responsibilities of the parties hereto, for the purpose of enabling User access, via the User's mobile data terminals/devices to the Criminal Justice Information System ("CJIS"), National Crime Information Center ("NCIC"), and the National Law Enforcement Telecommunications Systems ("NLETS") and if applicable the State CSA network, utilizing the Host's iLEDDS server and other hardware and software based equipment necessary to operate wireless devices. The Colossus' hosted iLEDDS server is located at the NLETS Network Operations Center ("NOC") in Phoenix, Arizona. The Host and User agree to adhere to 1) Schedule 2 to Exhibit A – Software License Agreement and Schedule 4 to Exhibit A – Software Maintenance Agreement of the State of Indiana Professional Services Agreement EDS# H28-10-1 between the State of Indiana and Colossus signed September 16, 2009, 2) InterAct Law Enforcement Hosting Security Policy, Attachment 2, and 3) NLETS Information Security Policy, FBI CJIS Security Policy, and if applicable the State CSA CJIS Security Policy available from the State of Indiana, collectively referred hereinafter as "NLETS/FBI CJIS /State CSA CJIS Security Policy", Exhibit A of Attachment 3, each attached hereto and made a part hereof by reference.

The iLEDDS Host and User hereby agree:

1. To be bound by the conditions of this MOU and to notify each other in the event that any of the conditions stated in this MOU change in the future;
2. To notify the iLEDDS Host of pending termination, as provided in the final paragraph of this MOU;
3. To develop and maintain a written agreement that includes a procedural statement that clearly identifies the responsibilities of each user agency when access to the iLEDDS server is not functioning, and which the Host is responsible for managing the user response process from the iLEDDS server. This agreement should detail the maintenance process, including who (User) is responsible for contacting the iLEDDS Host for connection service issues and costs associated with the iLEDDS Host server and usage;
4. That all calls for service to the iLEDDS Host must be made by the User agency; and
5. Per Section 1.1.4 of the InterAct Law Enforcement Hosting Security Policy, a violation of this MOU shall be considered a violation of the NLETS/FBI /State CSA CJIS Security Policies and Colossus, Incorporated End User License Agreement between the violating party and the iLEDDS Host.

II. iLEDDS Host's Responsibilities under this MOU:

The iLEDDS Host understands that use of the iLEDDS Host server by criminal justice agencies is standard protocol where such access is necessary to aid the User criminal justice agency in the performance of the User's official criminal justice duties.

The iLEDDS Host hereby agrees:

1. To allow the User to utilize the iLEDDS Host system for access to any and all information on CJIS/NLETS/State CSA networks, via approved wireless devices, which will aid in the performance of the User's official criminal justice duties, provided the dissemination of information not be in violation of any laws or regulations of the United States and is in compliance with CJIS, NLETS, State CSA and iLEDDS security policies and procedures. To

facilitate the lawful exchange of information between the User and CJIS/NLETS/State CSA networks and data repositories for the purpose of performing official criminal justice duties;

2. To provide assistance as may be requested in the furtherance of criminal justice information processing and communications through record inquiry, message transmittals, or record entries in keeping with all standards; and further agrees to limit access to such information to authorized, CJIS certified employees of the User;
3. To maintain a log of inquiries or transactions, by electronic or other means, made to the Host's system by any of the User's wireless devices. Specifically the log must include, for at least one year, the department and the date from which the inquiry was made, the operator of the device, the operator's department and the date and time of the inquiry or transaction;
4. This log must be available and provided to FBI CJIS, NLETS or State CSA upon request.

III. User's Responsibilities under this MOU

The User hereby acknowledges understanding of, and shall advise its employees with access, of the use and dissemination guidelines, and penalties relating to unauthorized access or dissemination of criminal justice information as found in US Title Code 28 CFR, Chapter 1 – Department of Justice, Part 20 – Criminal Justice Information Systems.

The User hereby agrees:

1. To abide by all laws of the United States and the rules and regulations of the responsible administrative agencies, including NLETS, FBI CJIS, State CSA, and if applicable, the standards and conditions of the CJIS User Agreement entered into by the User and FBI CJIS concerning the security, entry, collection, storage, verification, retrieval, access, and dissemination of criminal justice information;
2. That all its personnel with access to the iLEDDS Host server abide by Attachment 1, the InterAct Law Enforcement Hosting Security Policy; and also the current versions of both the FBI CJIS Security Policy and if applicable, the appropriate State CSA CJIS Security Policy.
3. That the Host's system will be used for inquiries only, and that the responsibility for updating or validating records required by any and all laws of the United States and the rules and regulations of the responsible administrative agencies, including Colossus, NLETS, State CSA and the CJIS User Agreement, are the responsibility of the User;
4. That all its personnel with access to wireless devices utilizing the iLEDDS Host system have been trained, tested and certified for access to CJIS information as approved by both NLETS, FBI CJIS and State CSA; and that all its personnel will be re-certified on a bi-annual basis. Prior to accessing the iLEDDS system, the User will provide to Colossus all training records and certifications upon request.


IV. It is Mutually Understood and Agreed by and between the Parties that:

Either the iLEDDS Host or User may, upon thirty (30) days written notice to either Party, cancel this MOU in its entirety. Cancellation will immediately terminate the User's access to the Colossus' iLEDDS/NCIC/Nlets/State CSA Networks. Upon determination that the User has violated any law, rule, or regulation concerning criminal justice information or violated the terms of this MOU, the iLEDDS Host in cooperation with NLETS, NCIC and State CSA, reserves the right to terminate this MOU with or without notice.

IN WITNESS WHEREOF, the Parties hereto have executed this MOU on the dates set forth below.

HOST: COLOSSUS, INCORPORATED

USER: City of Goshen, Indiana

BY: 

*BY: _____

Title: VP of Sales and Marketing

Title: Gina M. Leichty, Mayor