



City of Goshen Board of Public Works & Safety
Regular Meeting Agenda
4:00 p.m., MARCH 12, 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 Leichthy

Approval of Minutes: None

Approval of Agenda

- 1) Saint John the Evangelist Catholic Church request: The attached letter and graphic seeks approval for a live representation of the Viacrusis on Friday April 3, 2026.
- 2) NIPSCO request: Engineering Department has issued a Right-of-Way Permit with traffic control for replacement of five (5) utility poles and related equipment, including conductors and wires. Full road closures will be in effect for Areas 9 & 12-14; single lane closures will be in effect for Areas 3, 5, & 11.
- 3) Legal Department request: Resolution 2026-07 authorizes the City to make a special purchase of road salt. This request specifically would authorize the City to request 1,300 tons of untreated road salt, thereby committing purchase between 1,040 and 1,560 tons, according to **the State of Indiana's Road Salt Program**.
- 4) Legal Department request: A Deed of Dedication from the Elkhart County 4-H & Agricultural Exposition, Inc. requests right-of-way along the 16000 block of County Road 36, on the north side of the road.
- 5) Engineering Department: Memorandum requests lane restrictions for Phend & Brown to perform casting adjustments for Asphalt Paving Project on Kercher Road 3/16-4/3/2026.
- 6) Engineering Department: Memorandum requests acceptance of the proposal from Mendenhall & Associates, LLC for Project (JN: 2024-0025) which will replace a dual membrane cover at the Wastewater Treatment Plant and is not to exceed \$5,000.00 per month.
- 7) Engineering Department: Memorandum notes Change Order No. 8 for Project (JN: 2021-0014) which reduces contract price as a balancing change order from \$4,287,837.78 to \$4,001,847.72.
- 8) Stormwater Department: Memorandum requests approval of an agreement for completion of construction project at 2058 and 2060 Whispering Pines, with costs not to exceed \$2,000.00 for each address.



Privilege of the Floor

Approval of Civil City and Utility Claims

Adjournment



St. John the Evangelist Catholic Church

422 South Main Street • Goshen, IN 46526 • 574.533.3385

March 9, 2026,

City of Goshen
Board of Public Works and Safety
Goshen, IN 46526

Dear Members of the Goshen Board of Public Works and Safety:

St. John the Evangelist Catholic Church respectfully submits for your review the following request.

Our plan is to have a live representation of the Viacrusis on Friday April 3, 2026. From 5pm to 6:30pm. This event allows our parishioners to come together for worship and fellowship, which brings spiritual growth and goodness. The Viacrusis will begin on the school parking lot, and will be taking a left turn on S. 3rd St. and then a left turn onto Monroe St and then turn left onto the alley between the Church and school. The Viacrusis will conclude in the school parking lot. This year we anticipate having around 150 parishioners join the Viacrusis on Good Friday.

I have included for your convenience a map of our planned route.

Thank you for your time and consideration.

Sincerely,

Jonathan Evangelista Rios
Pastoral Associate
Director of Religious Education
St. John the Evangelist Catholic Church
422 S. Main St. Goshen, IN 46526
574-533-3385
jevangelista@stjohncatholic.com

AQI 35

Hawks Art and
Enterprise
Center

Chase Bank

St. John the
Evangelist
Catholic Church

Parked Car

Viacris

S MAIN ST

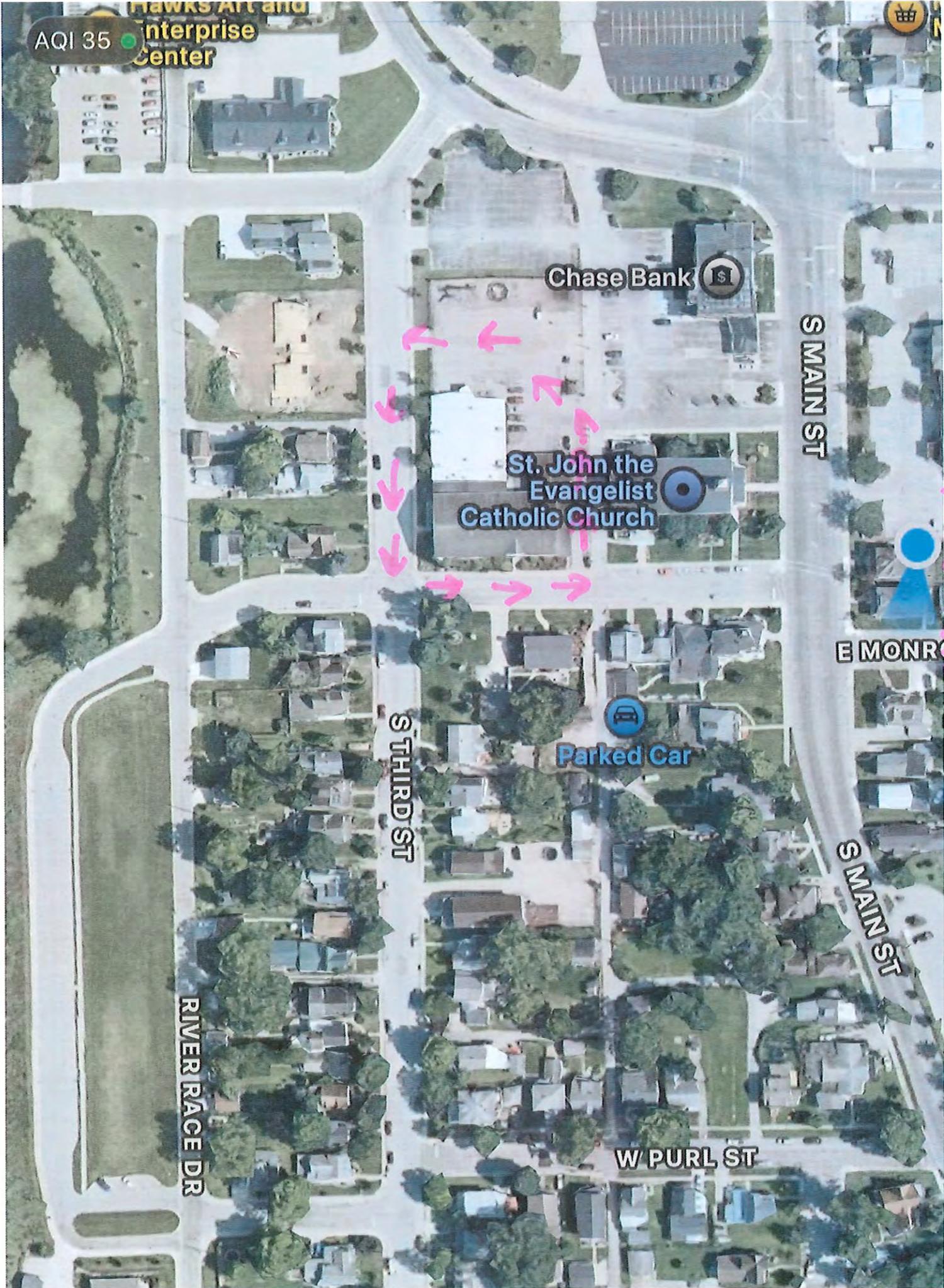
E MONROE

S THIRD ST

S MAIN ST

RIVER RACE DR

W PURL ST





**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

Right-of-Way Permit

Permit #: 20252162-ROW **Permit Type:** Right-of-Way / Excavation / Utility
Date Applied: 12/5/2025 **Date Issued:** 1/6/2026
Applicant: NIPSCO
801 E 86th Ave, Merrillville, IN 46410
(219) 433-9412, spena@nisource.com
Project Address: 1802 E Lincoln Ave **Contractor:** NIPSCO
Use Zone: R-3 **Information:** 801 E 86th Ave, Merrillville, IN 46410
Electric; NIPSCO - WO# 4000047860 - DA (PK21): Replace five (5) utility poles including the
Work Type: overhead equipment and transfer of conductors / wires to the new poles. Traffic control to
consist of full road closures for AREAS 9 & 12-14. Single lane closures for AREAS 3, 5, & 11.

<u>Street Cut Surface</u>	<u>Dimensions (ft)</u>	<u>Quantity</u>
Sod	3 x 3	5

Conditions

This permit is contingent upon the information provided, and the applicant hereby agrees to the terms outlined below under 'Right-of-Way Terms,' as well as any special conditions specified herein:

- Goshen Engineering is to be notified of the start date prior to initiating work.
- Permit drawing(s) provide additional comments to be included as part of the permit conditions.
- Proposed work is located within a right-of-ways designated as local and arterial.
- Utility is responsible for ensuring all company-owned and abandoned utility poles are removed regardless of whether subordinate utilities are on the pole.
- Utility shall obtain utility locates and maintain: 5' buried horizontal separation to public water main; 10' buried horizontal separation to sanitary & storm sewer; a minimum of 10' (preferably 15') separation from utility poles & public water or sewer lines; 18" buried vertical separation to water & sewer assets.
- Utility pole offset to the face of curb to be 1.5' (0.5 m) minimum. When no curb exists, pole offset shall be 5' (1.5 m).
- Disturbed lawn areas within a utility easement or right-of-way shall be restored with INDOT Type U seed and then stabilized with an erosion control blanket.
- Restoration of sidewalk outside of a drive approach shall be 4" of 4,000 psi Class A concrete.
- Maintenance of Traffic shall follow MUTCD, 11th Edition guidelines. Failure to implement proper traffic control measures will be grounds for a stop work order.
- Maintenance of Traffic and Pedestrians - Based on the work location, it appears the sidewalk(s) will need to be restricted or closed. MUTCD, 11th Edition, Chapter 6C guidelines for sidewalk traffic control should be followed.
- Lane restrictions and street closures on collector and arterial roadways require approval from Board of Works and Safety. The request is to be sent to the City of Goshen Engineering by Monday prior to the Thursday Board of Works and Safety meeting at 4:00 p.m. Meetings are held on the 1st, 2nd, and 4th Thursday of the month.

Approved for Issuance:


Dustin K. Sailor
Director of Public Works

Amount Due: \$140.00

Amount Paid: \$140.00

Payment Type: Check - 5059087833

Payment Date: 1/6/2026

The applicant must schedule a final inspection by contacting Goshen Engineering at (574) 534-2201 or by scheduling online.

Right-of-Way Permit Terms

The Permittee and/or all Contractors Shall:

1. All work requiring a Right-of-Way Cut Permit must be performed in accordance with the terms of this permit, the Construction Standard Details (here), and Goshen Ordinance No. 3659.
2. Work is permitted only between the hours of 7:00am to 8:00pm. No work shall be conducted outside of these designated hours.
3. The Street Commissioner, Engineering Department, or their authorized representative reserves the right to stop work at any time.
4. Permits are valid for a period of three (3) months from the date of issuance, unless an extension is granted by the Engineering Department. If work is not completed within this time frame, a new permit must be obtained.
5. If any road or sidewalk closures or restrictions are required, a traffic control plan must be submitted for review and approval by the Board of Public Works and Safety. For meeting schedules and details, please contact Goshen Engineering at 574-534-2201.
6. Within areas affecting vehicular and pedestrian traffic, install and maintain appropriate warning signs, barricades, and warning lights in accordance with the Manual on Uniform Traffic Control Devices for Construction and Maintenance Areas. Any traffic disruption requires approval from the Board of Public Works and Safety (see Term No. 5). Permit holders must also notify 911 immediately when any street is closed to emergency vehicles.
7. Any structures installed under this permit must be moved or removed at the permit holder's expense if future traffic conditions or road improvements necessitate.
8. Permit holders shall not interfere with any existing structure along or across a city street without the express permission of the structure's owner.
9. Boring under pavement is required unless deemed impractical. If a pavement cut is necessary, it must be initiated with a saw cut to a minimum depth of three inches. The cut must be at least one foot wider on each side than the trench to be excavated.
10. All pipes, conduits, and materials used must meet the specifications of the City of Goshen with respect to size and quality.
11. Backfill around pipes, conduits, and trenches must be compacted in four-inch layers using thorough tamping to ensure high compaction. Under pavement - flowable fill shall be used above the granular pipe embedment unless in water or otherwise authorized. In such cases, a granular (no organic) material may be used, and compaction must be inspected by the City prior to final pavement restoration. Other areas - Excavated material may be reused as backfill. Temporary pavement surfaces - Must consist of a minimum of six inches of crushed limestone, maintained smooth and uniform until final resurfacing, which must occur within four (4) weeks.
12. Any removed pavement, driveway, or sidewalk must be replaced with materials of equal or better quality and restored to the original condition. Sod must be restored through replacement or proper seeding.
13. Permit holders are responsible for repairing any settling that occurs within one year of project completion.
14. The permit holder/sub-contractors assume all responsibility for any injury or damage to persons or property resulting directly or indirectly from the permitted work. Pavement restoration must be completed by a contractor approved by the City. Contractors remain on the City's approved list based on performance, compliance, and proper equipment use.



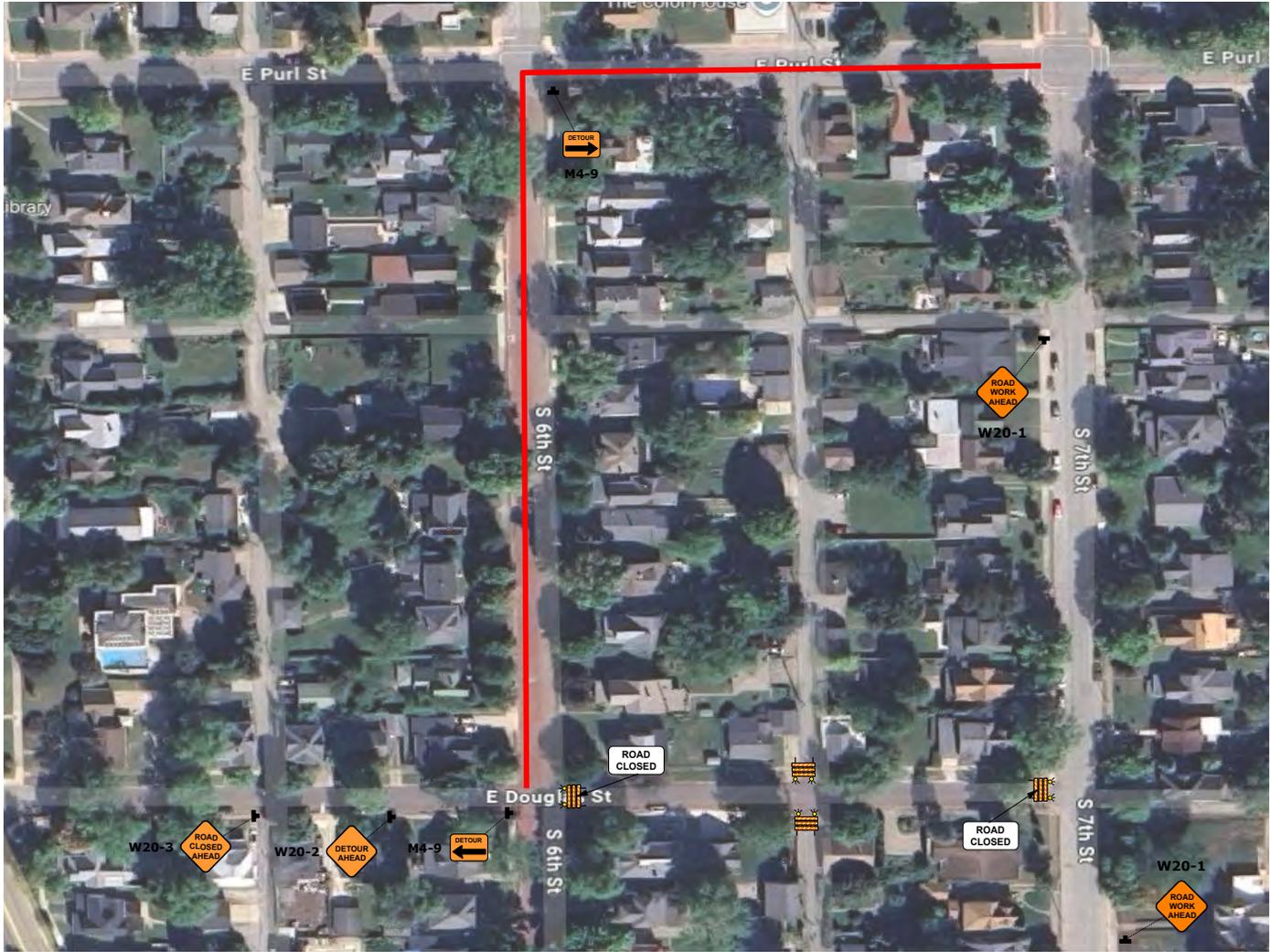
Date: 11/26/2025 Author: HighStar Traffic Project: 113 E Lincoln Ave, Goshen - Right Lane Closure
 Prepared for: Nipsco Sheet: 1 of 1 Scale: N.T.S.

Comments:
 Plan provided to meet MUTCD standards, any additional requirements may need to be approved. Plans are non signed, sealed, and are for illustration to governing agency for approval. ▲

Manifest	
42 x	Barrel
3 x	W20-1 road work ahead
1 x	W20-5 right lane closed ahead
1 x	W4-2 Lane Ends



252.727.2800 | 252.727.2800 | 252.727.2800 | 252.727.2800



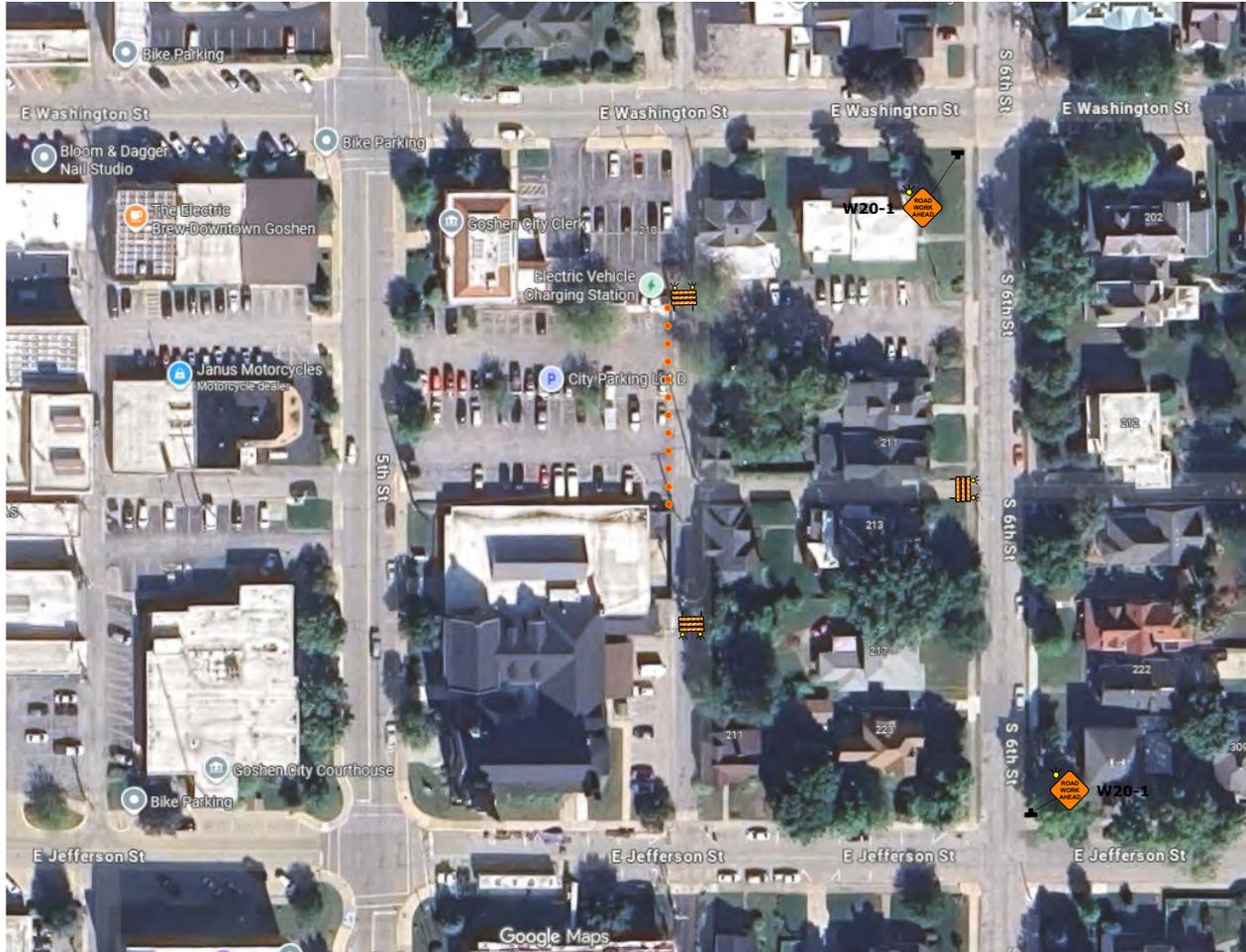
Manifest	
2 x	R11-2 road closed R11-2
2 x	W20-1 road work ahead
1 x	M4-9 detour (L)
1 x	M4-9 detour (R)
1 x	W20-2 detour ahead
1 x	W20-3 road closed ahead

Date: 11/26/2025 Author: HighStar Traffic Project: 308 E Douglas St, Goshen, IN - Closure/Detour
 Prepared for: Nipsco Sheet: 1 of 1 Scale: N.T.S.

Comments:
 Plan provided to meet MUTCD standards, any additional requirements may need to be approved. Plans are non signed, sealed, and are for illustration to governing agency for approval. ▲



224.727.9100 FAX: 765.751.0100
 5240-750-0000 P.O. Box 100, Goshen, IN 46530

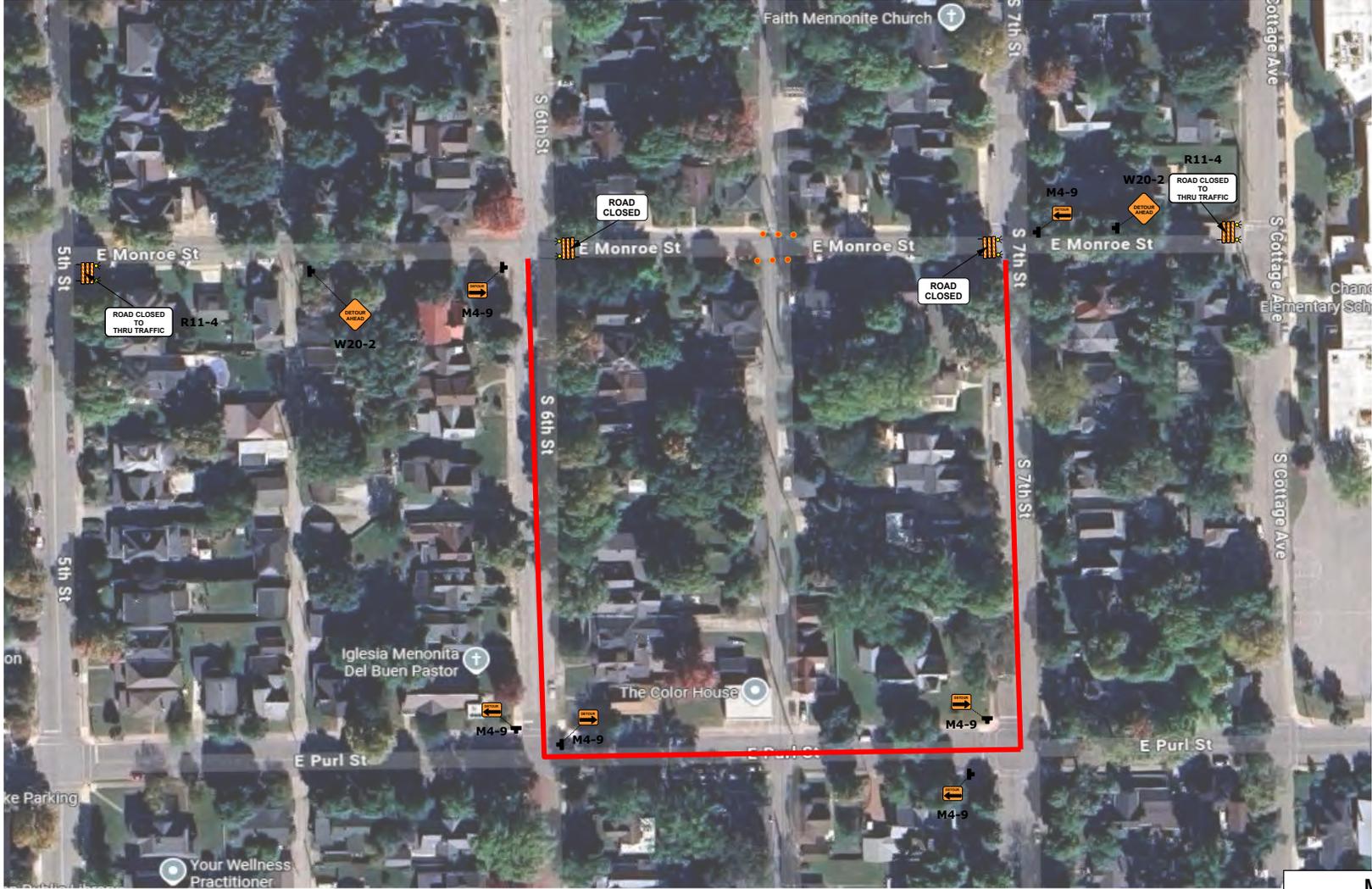


Date: 11/26/2025 **Author:** HighStar Traffic **Project:** 202 S 5th St #2, Goshen, IN - Closure
Prepared for: Nipsco **Sheet:** 1 of 1 **Scale:** N.T.S.

Comments:
 Plan provided to meet MUTCD standards, any additional requirements may need to be approved. Plans are non signed, sealed, and are for illustration to governing agency for approval. ▲

Manifest

- 12 x Barrel
- 2 x W20-1 road work ahead



Manifest
6 x Barrel
3 x M4-9 detour (L)
3 x M4-9 detour (R)
2 x R11-2 road closed R11-2
2 x R11-4 road closed to thru traffic
2 x W20-2 detour ahead

Date: 10/13/2025 Author: HighStar Traffic Project: 309 E Monroe St, Goshen Area-14 WO53001-912
 Prepared for: Nipsco Sheet: 1 of 1 Scale: N.T.S.

Comments: Plan provided to meet MUTCD standards, any additional requirements may need to be approved. Plans are non signed, sealed, and are for illustration to governing agency for approval. ▲

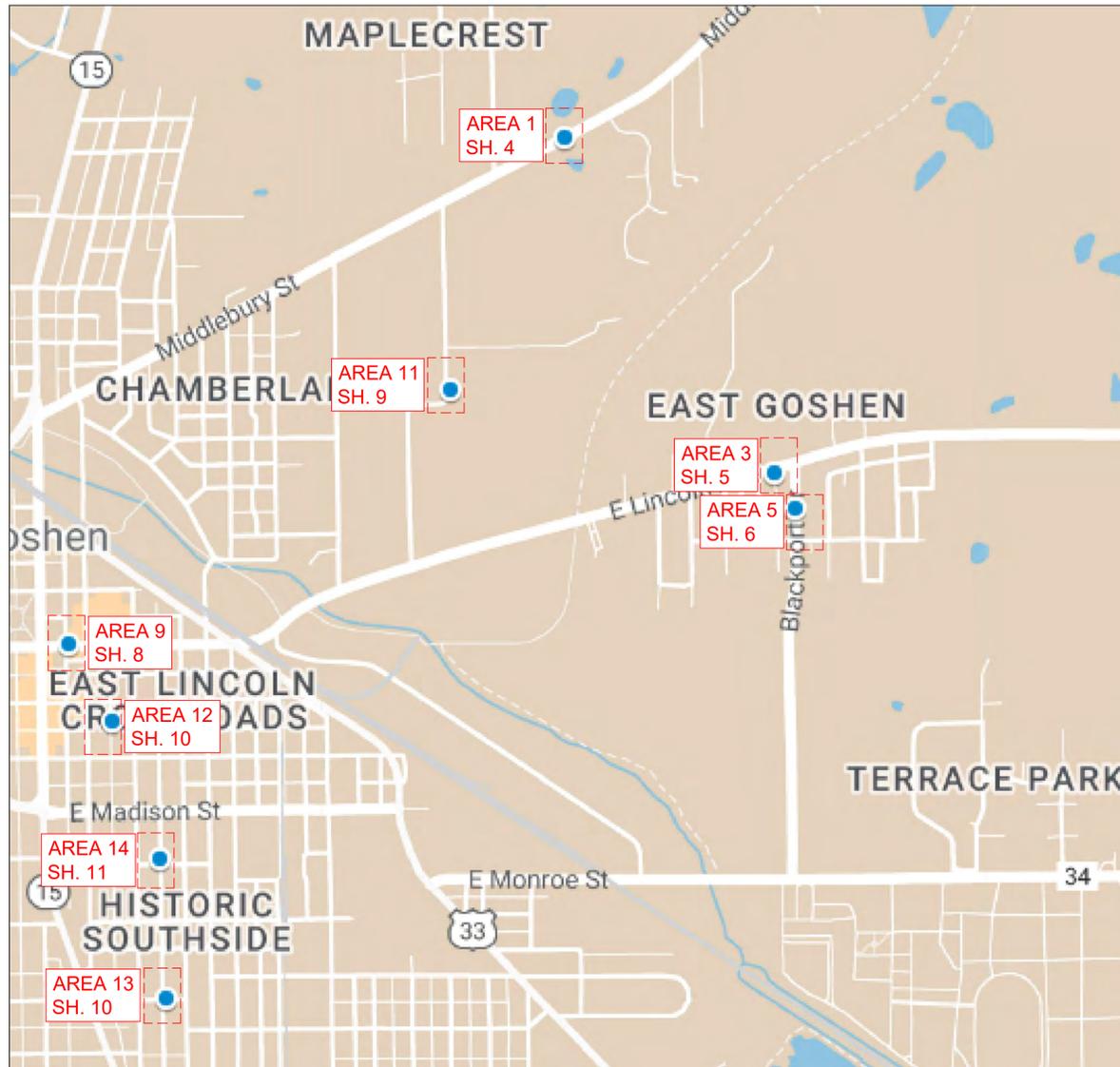
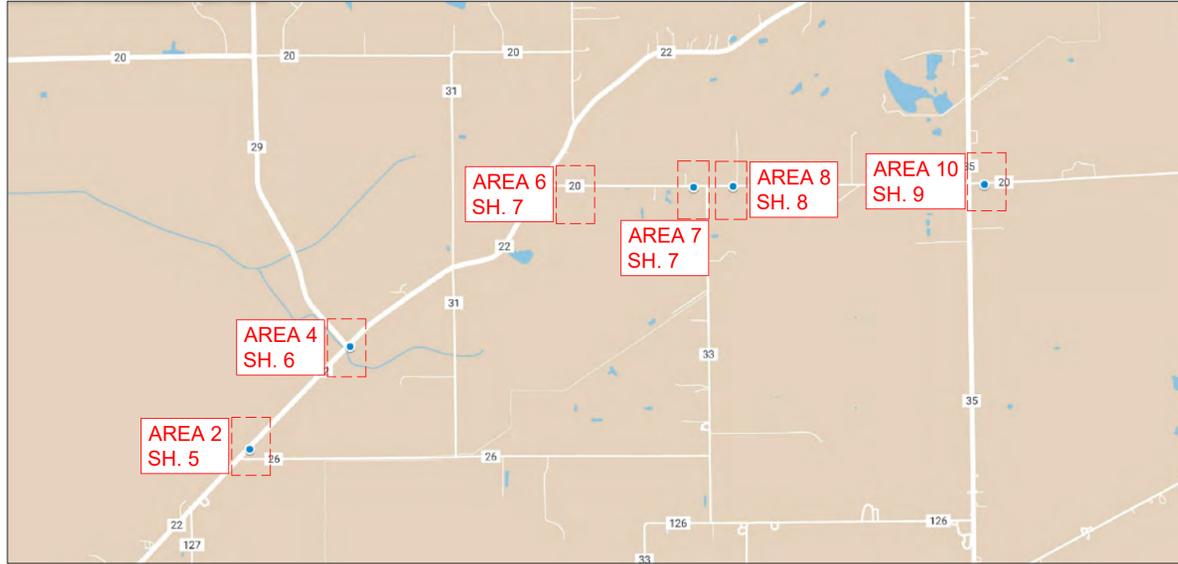


252.227.8888 www.invarion.com
 520-570-3883 P.O. Box 1000, Goshen, IN 46530

TDSIC-OTHER-OEI-VIPER RECLOSERS 2024-ROCK RUN 12-383, 12-384, 12-775, GOSHEN

GOSHEN LOA PACKET 21

VICINITY MAP



POTENTIAL SAFETY ISSUES AT JOB SITE	
<input type="checkbox"/>	CHILDREN AT PLAY (SCHOOL / PARK AREA)
<input checked="" type="checkbox"/>	RESIDENTIAL AREA
<input type="checkbox"/>	HIGH PEDESTRIAN TRAFFIC
<input type="checkbox"/>	HIGH VEHICULAR TRAFFIC
<input type="checkbox"/>	UNEVEN TERRAIN
<input checked="" type="checkbox"/>	LIMITED SPACE FOR VEHICLE PARKING/MANEUVERING
<input checked="" type="checkbox"/>	BURIED ELECTRIC/GAS IN VICINITY
<input checked="" type="checkbox"/>	OTHER: 69KV CLEARANCE NEEDED. CKTS: 6970,6976

orbital
ENGINEERING, INC.
PITTSBURGH - PHILADELPHIA - CINCINNATI - DETROIT - ST. LOUIS - HOUSTON

ISSUED FOR CONSTRUCTION

CONTRACT SERVICES		DESCRIPTION		PREPARED	REVIEWED	APPROVED	DATE
3	ISSUED FOR CONSTRUCTION	KMB	JRW	BPK			8/3/23
2	ISSUED FOR REVIEW 90%	KMB	FP	BPK			7/14/23
1	ISSUED FOR CONCEPTUAL REVIEW	KMB	DRA	BPK			3/13/23

PROJECT: HAM.22.8648

PROJECT DESCRIPTION

INSTALL

- (1) 40'-2, (1) 40'-4, (1) 45'-3, (2) 45'-2, (1) 50'-3, (1) 60'-1, (1) 65'-H2, (1) 70'-H2 (1) 75'-1, (1) 100'-1-STL, (1) 115'-1-STL, (1) 130'-1-STL
- (3) VIPER RECLOSERS

(2) 250 kVAR REGULATOR BANKS

- (1) 3-100 kVAR, (5) 3-200 kVAR CAPACITOR BANKS

RETIRE

- (3) 40'-4, (1) 45'-3, (1) 50'-3 (3) 55'-3, (1) 60'-2, (1) 75'-1
- (3) 12.5kV SWITCHES

- (1) 3-200 kVAR, (1) 3-100 kVAR CAPACITOR BANKS

(2) PHASE SWAPS

REFRAME

- (3) POLES

GENERAL INFO

- NOTIFY ENGINEER OF ANY CHANGES MADE TO THE DESIGN DURING CONSTRUCTION.
- TRAFFIC CONTROL NEEDED
- BACKFILL POLES WITH GRAVEL
- ALL EXCESS SOILS ARE TO BE TREATED AS CONTAMINATED AND DISPOSED OF .
- PRIOR TO DIGGING, LOCATE ALL EXISTING UTILITIES
- INSTALLATION SHALL CONFORM TO NIPSCO SPECIFICATIONS AND STANDARDS
- ALL GAS LINES SHOWN ARE FOR REFERENCE USE ONLY AND SHALL ONLY BE USED AS A SUPPLEMENTARY TOOL TO ASSIST DURING CONSTRUCTION. THOSE PERFORMING EXCAVATION SHALL BE RESPONSIBLE FOR ENSURING PROPER LOCATES ARE COMPLETED.
- 69KV CIRCUITS 6970 AND 6976 CLEARANCE IS REQUIRED**
- PFR # NI-23-96
- TREE TRIMMING REQUIRED IN AREA 1.

SHEET INDEX

Sheet	Description
1	Cover Sheet
2-3	Circuit Diagrams
4-11	Plan View Sheet
12-13	Pole Details

PERMIT INFORMATION	
CITY - GOSHEN	COUNTY - ELKHART
INDOT-NONE	RR-NONE
ENVIRONMENTAL-SITE SPECIFIC	

Electric System Data	
Circuit #(s): 12-775	Substation: CRYSTAL VALLEY 260

Electric System Data	
Circuit #(s): 12-383, 12-384	Substation: ROCK RUN 202

Electric System Data	
Circuit #(s): 6976,6970	Substation: GOSHEN JUNCTION 80

AS BUILT

ID#: _____ DATE: _____

SIGN: _____

COMPANY: _____

Revision	
3: IFC	

LEGEND	
	EXIST / PROP 1Ø OVH
	EXIST / PROP 2Ø OVH
	EXIST / PROP 3Ø OVH
	EXIST / PROP 69 KV
	EXIST / PROP SECONDARY
	EXIST / PROP 1Ø URG
	EXIST / PROP 2Ø URG
	EXIST / PROP 3Ø URG
	GAS UTILITIES
	CABLE TERMINATION
	CAPACITOR
	FUSE SINGLE SHOT
	FUSE SOLID BLADE
	FUSE TRIPLE SHOT
	GUY DOWN EXISTING
	GUY DOWN PROPOSED
	GUY EXISTING ADDITIONAL
	GUY PROPOSED ADDITIONAL
	OPEN POINT
	PROPOSED POLE
	CUSTOMER OWNED POLE
	NIPSCO OWNED POLE
	FOREIGN OWNED POLE
	RETIREMENT SYMBOL
	PRIMARY METERING PADMOUNT
	PRIMARY METERING POLE MOUNT
	PRIMARY PEDESTAL
	RECLOSER
	REGULATOR
	SECONDARY PEDESTAL
	SECTIONALIZER
	STREET LIGHT
	SWITCH N.C. GROUND OPERATED
	SWITCH N.C. HOOK OPERATED
	SWITCH N.C. DISTRIBUTION AUTO
	SWITCH N.O. GROUND OPERATED
	SWITCH N.O. HOOK OPERATED
	SWITCH N.O. DISTRIBUTION AUTO
	XFRM POLE 1Ø
	XFRM POLE 2Ø BANK
	XFRM POLE 3Ø BANK
	XFRM PADMOUNT



NIPSCO

SCALE: NTS

DRAWN: K. BUTALA

E-MAIL: KBUTALA@ORBITALENGR.COM

DATE: 08/03/2023

APPROVED: BPK

TOWNSHIP: VARIOUS

COUNTY: ELKHART

TDSIC-VIPER-RECLOSERS-ROCK RUN 12-383, 12-384, 12-775, GOSHEN

GOSHEN LOA PACKET 21

LOCATION: VARIOUS

WO#: 53001-912

M#: M9879029

R.WO#: 83001-912

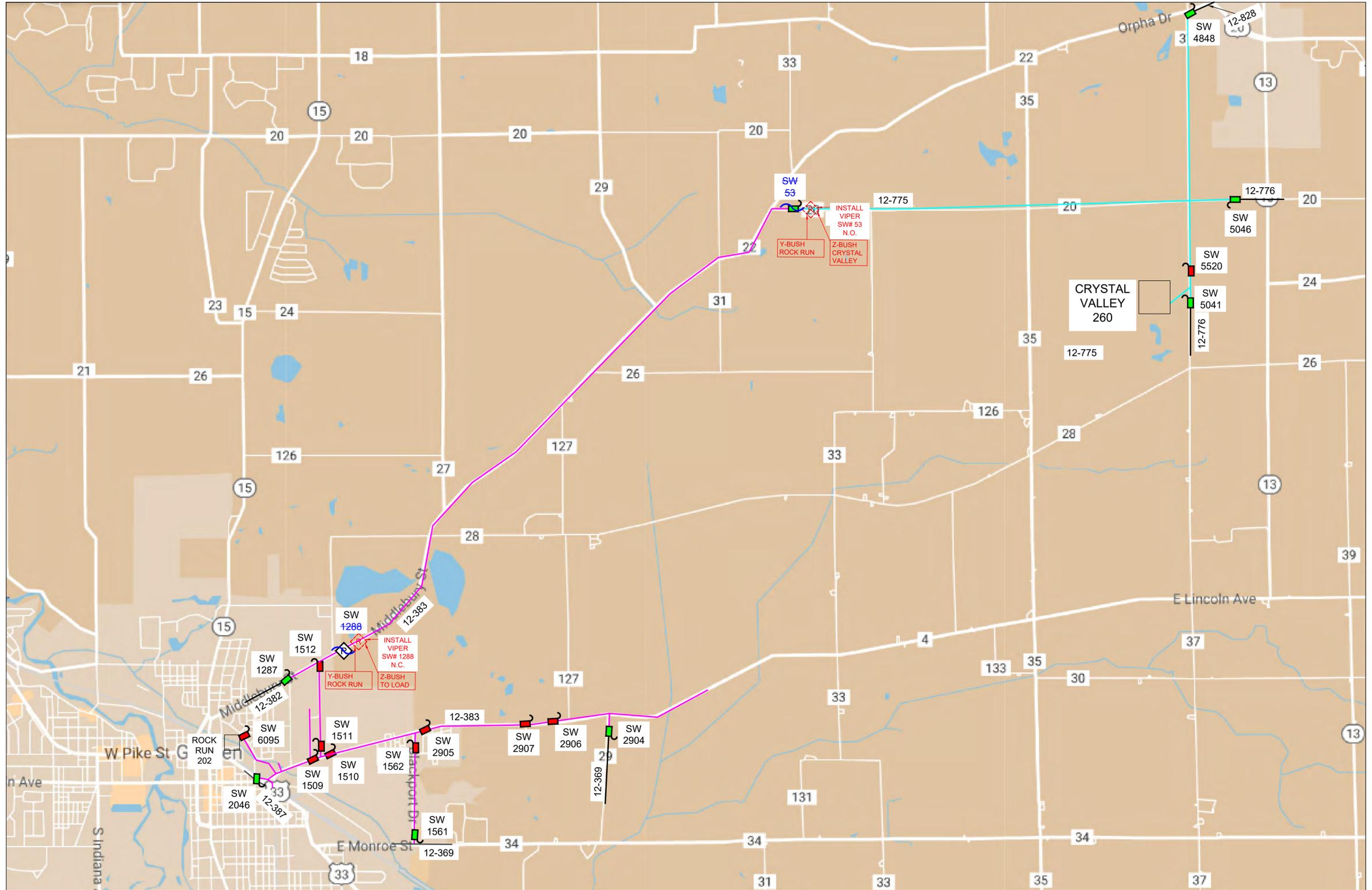
SHEET: 1 of 13

COVER SHEET

TDSIC-OTHER-OEI-VIPER RECLOSERS 2024-ROCK RUN 12-383, 12-384, 12-775, GOSHEN

GOSHEN LOA PACKET 21

CIRCUIT DIAGRAM
12-383 + 12-775



LEGEND

- 12-383
- 12-775
- OTHER



SCALE: NTS
DRAWN: K. BUTALA
E-MAIL: KBUTALA@ORBITALENGR.COM
DATE: 08/03/2023
APPROVED: BPK
NIPSCO DRAWING
N/A

ENGR.: K. BUTALA
OFFICE: (219) 989-3300
CELL: (219) 228-7205
TAXING UNIT: VARIOUS

TDSIC-VIPER-RECLOSERS-ROCK RUN 12-383, 12-384, 12-775, GOSHEN
GOSHEN LOA PACKET 21
LOCATION: VARIOUS
COUNTY: ELKHART

TOWNSHIP: ELKHART

WO#: 53001-912
M#: M9879029
R.WO#: 83001-912
SHEET: 2 of 13

CIRCUIT DIAGRAM FOR REFERENCE ON THIS PROJECT ONLY. (16FEB23) FIELD VERIFY WITH DISPATCH



ISSUED FOR CONSTRUCTION

CONTRACT SERVICES		orbital ENGINEERING, INC.			
3	ISSUED FOR CONSTRUCTION	KMB	JRW	BPK	8/3/23
2	ISSUED FOR REVIEW 90%	KMB	FP	BPK	7/14/23
1	ISSUED FOR REVIEW 30%	KMB	DRA	BPK	3/13/23
REV	DESCRIPTION	PREPARED	REVIEWED	APPROVED	DATE

PROJECT: HAM.22.8648

Revision
3: IFC

AS BUILT
ID#: _____ DATE: _____
SIGN: _____
COMPANY: _____

TDSIC-OTHER-OEI-VIPER RECLOSERS 2024-ROCK RUN 12-383, 12-384, 12-775, GOSHEN

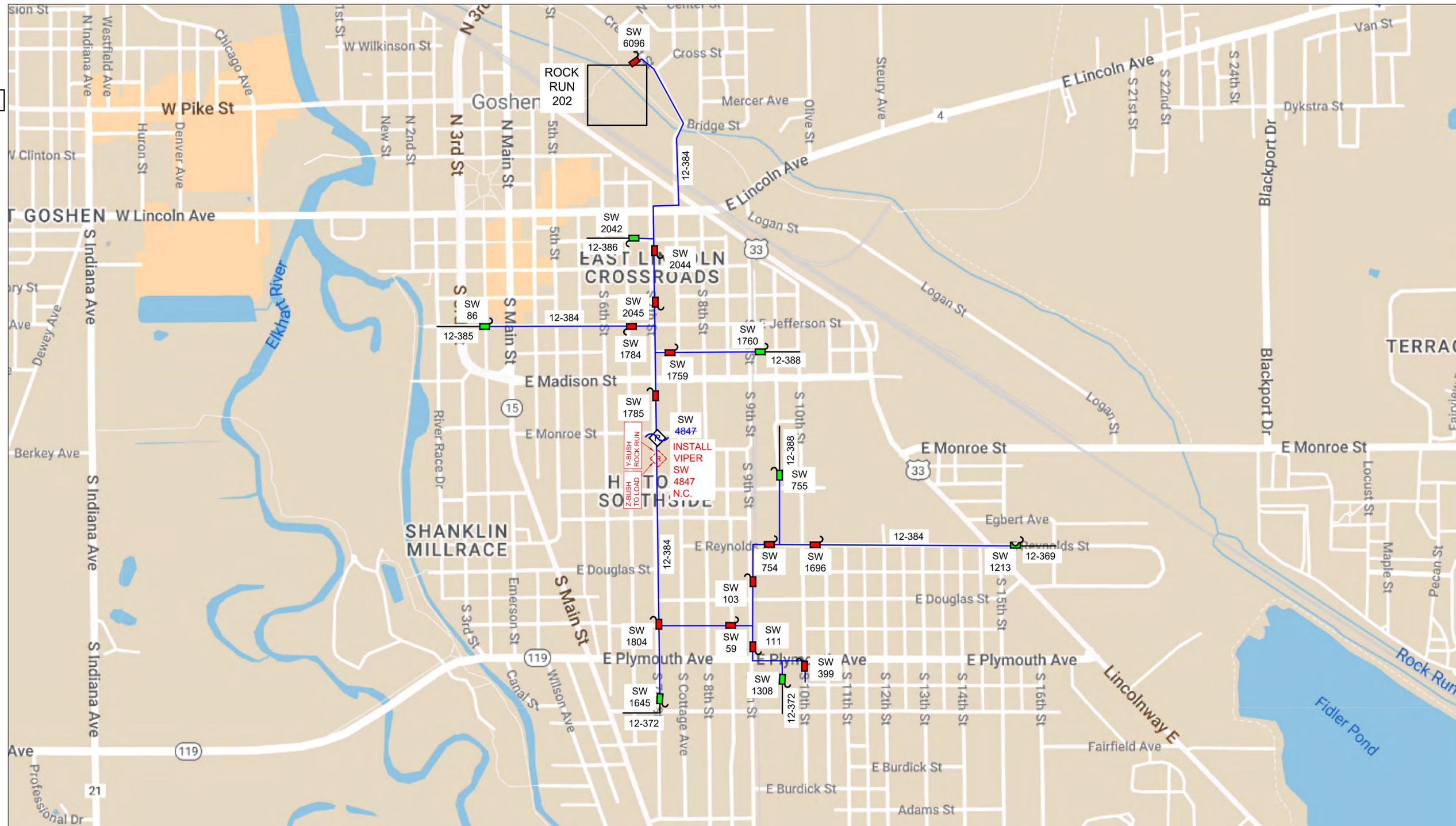
GOSHEN LOA PACKET 21

CIRCUIT DIAGRAM

13-384

LEGEND

- 12-384
- OTHER



SCALE: NTS	APPROVED: N/A
DRAWN: K. BUTALA	APPROVED: BPK
E-MAIL: K BUTALA@ORBITALENGR.COM	TAXING UNIT: VARIOUS
DATE: 08/03/2023	TOWNSHIP: ELKHART
OFFICE: (219) 989-3300	COUNTY: ELKHART
CELL: (219) 228-7205	LOCATION: VARIOUS
PROJECT: HAM.22.8648	PROJECT: HAM.22.8648

WO#: 53001-912	CONTRACT SERVICES
M#: M9879029	3 ISSUED FOR CONSTRUCTION
R.WO#: 83001-912	2 ISSUED FOR REVIEW 90%
SHEET: 3 of 13	1 ISSUED FOR REVIEW 30%



ISSUED FOR CONSTRUCTION

orbital ENGINEERING, INC.	
DESCRIPTION	DATE
ISSUED FOR CONSTRUCTION	8/3/23
ISSUED FOR REVIEW 90%	7/14/23
ISSUED FOR REVIEW 30%	3/13/23

Revision	3: IFC
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AS BUILT

ID#: _____ DATE: _____

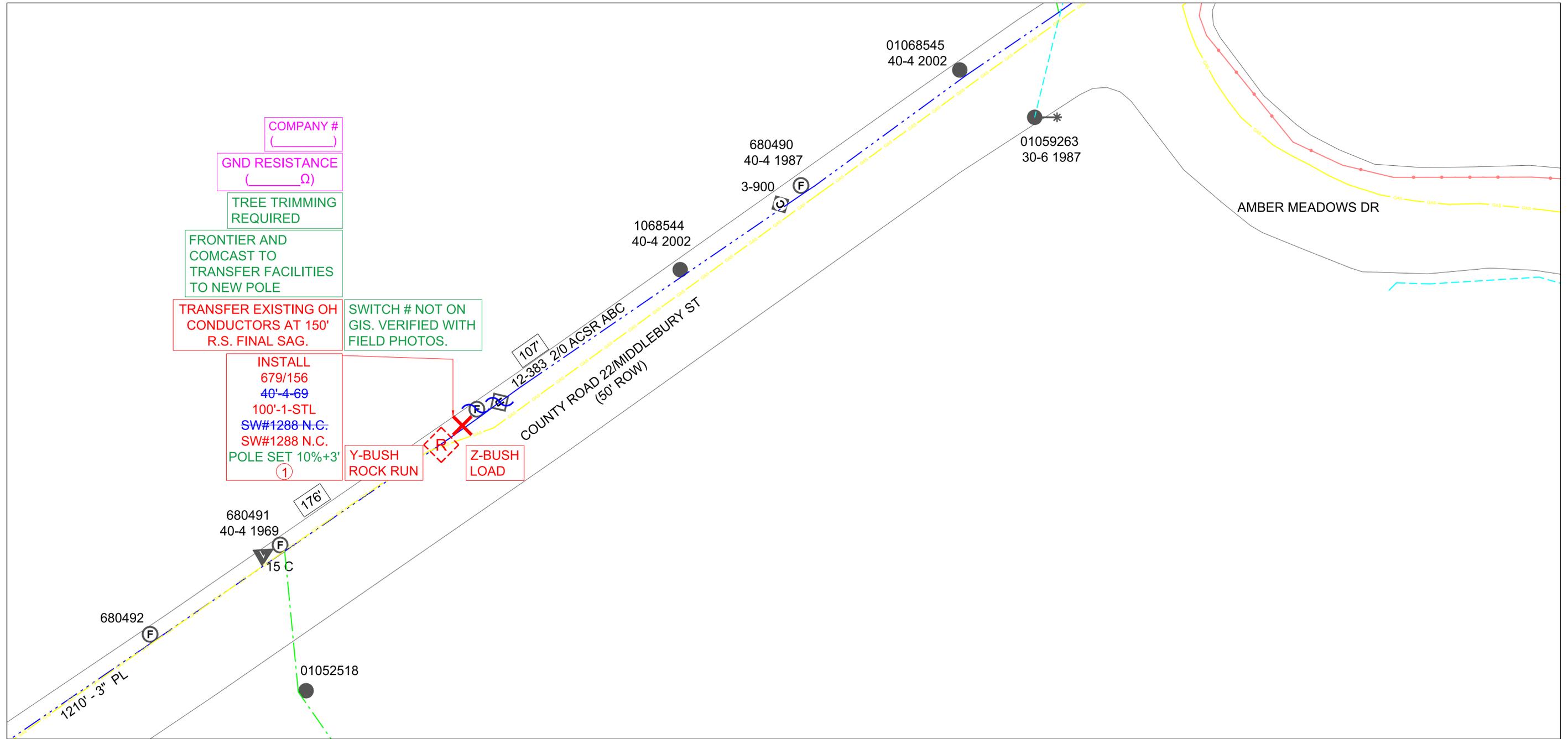
SIGN: _____

COMPANY: _____

TDSIC-OTHER-OEI-VIPER RECLOSERS 2024-ROCK RUN 12-383, 12-384, 12-775, GOSHEN

GOSHEN LOA PACKET 21

PLAN VIEW



AREA 1

8411 COUNTY RD 22, GOSHEN, IN 46528



SCALE: NTS
DRAWN: K. BUTALA
E-MAIL: KBUTALA@ORBITALENGR.COM
DATE: 08/03/2023
APPROVED: BPK
NIPSCO DRAWING
N/A

ENGR.: K. BUTALA
OFFICE: (219) 989-3300
CELL: (219) 228-7205
TAXING UNIT: G21

TDSIC-VIPER-RECLOSERS-ROCK RUN 12-383, 12-384, 12-775, GOSHEN
GOSHEN LOA PACKET 21
LOCATION: VARIOUS
COUNTY: ELKHART
TOWNSHIP: ELKHART

WO#: 53001-912
M#: M9879029
R.WO#: 83001-912
SHEET: 4 of 13



orbital
ENGINEERING, INC.
PITTSBURGH · PHILADELPHIA · CHICAGO · DETROIT · ST. LOUIS · HOUSTON

ISSUED FOR CONSTRUCTION

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PROJECT: HAM.22.8648

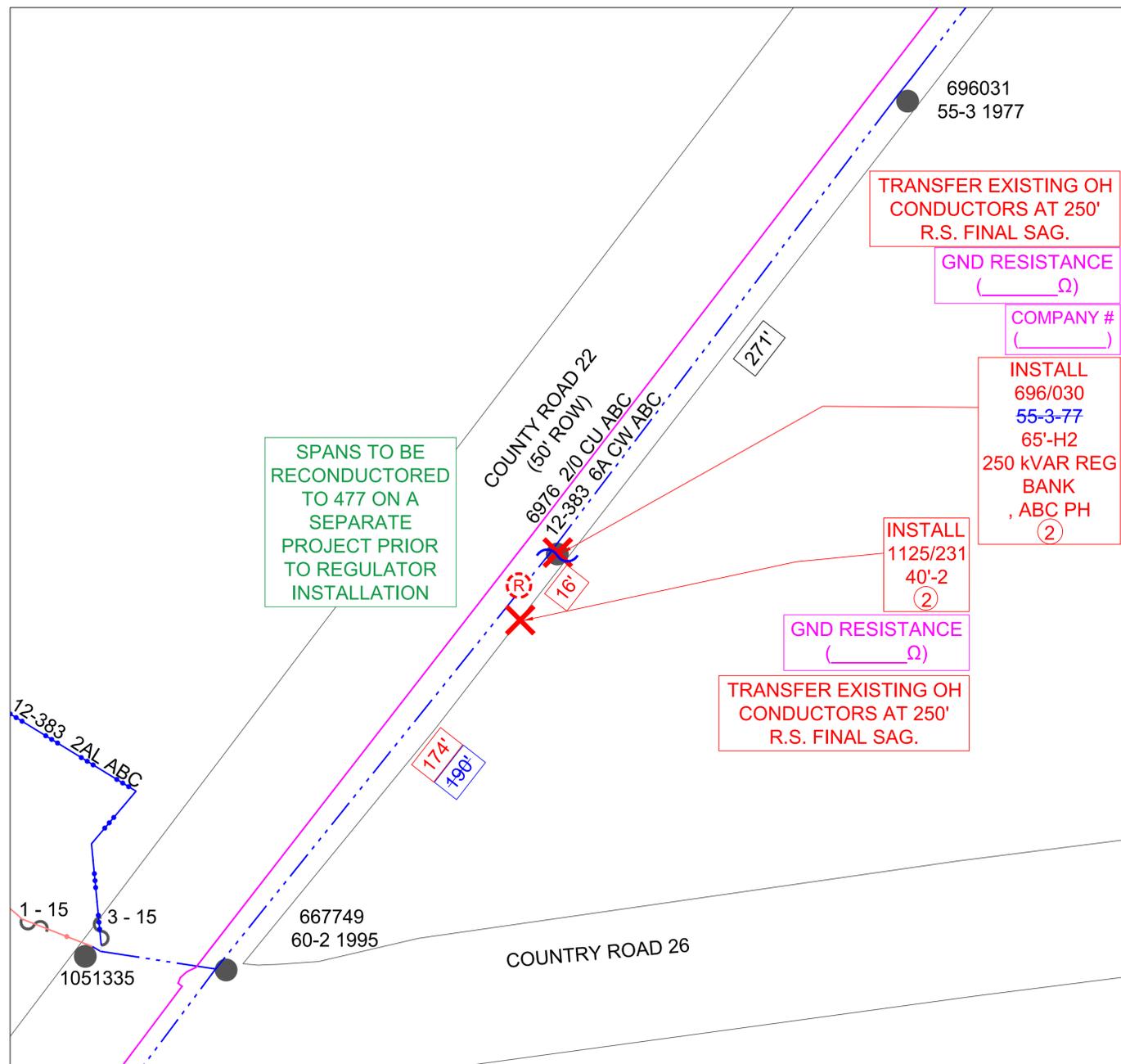
Revision
3: IFC

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SIGN: _____
COMPANY: _____

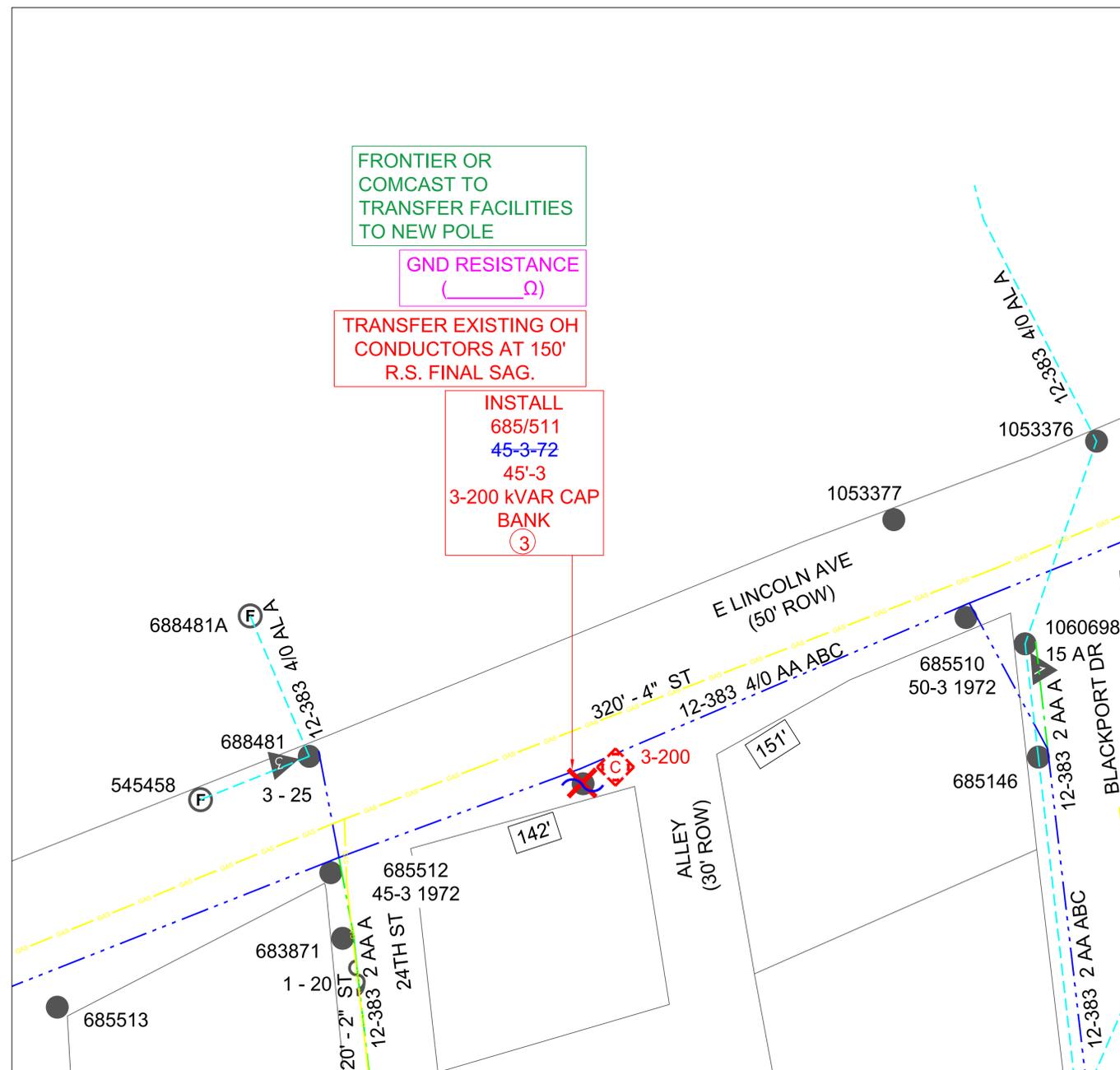
TDSIC-OTHER-OEI-VIPER RECLOSERS 2024-ROCK RUN 12-383, 12-384, 12-775, GOSHEN

GOSHEN LOA PACKET 21

PLAN VIEW



AREA 2
16805 COUNTY RD 22, GOSHEN, IN 46528



AREA 3
1802 E LINCOLN AVE, GOSHEN, IN 46528

SCALE: NTS

DRAWN: K. BUTALA

ENGR.: K. BUTALA

OFFICE: (219) 989-3300

CELL: (219) 228-7205

TOWNSHIP: ELKHART + JEFFERSON

TAXING UNIT: G24 + G20

APPROVED: BPK

E-MAIL: KBUTALA@ORBITALENGR.COM

DATE: 08/03/2023

NIPSCO DRAWING

N/A

TDSIC-VIPER-RECLOSERS-ROCK RUN 12-383, 12-384, 12-775, GOSHEN

GOSHEN LOA PACKET 21

LOCATION: VARIOUS

COUNTY: ELKHART



orbital
ENGINEERING, INC.

ISSUED FOR CONSTRUCTION

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PROJECT: HAM.22.8648

Revision
3: IFC

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ID#: _____ DATE: _____

SIGN: _____

COMPANY: _____

WO#: 53001-912

M#: M9879029

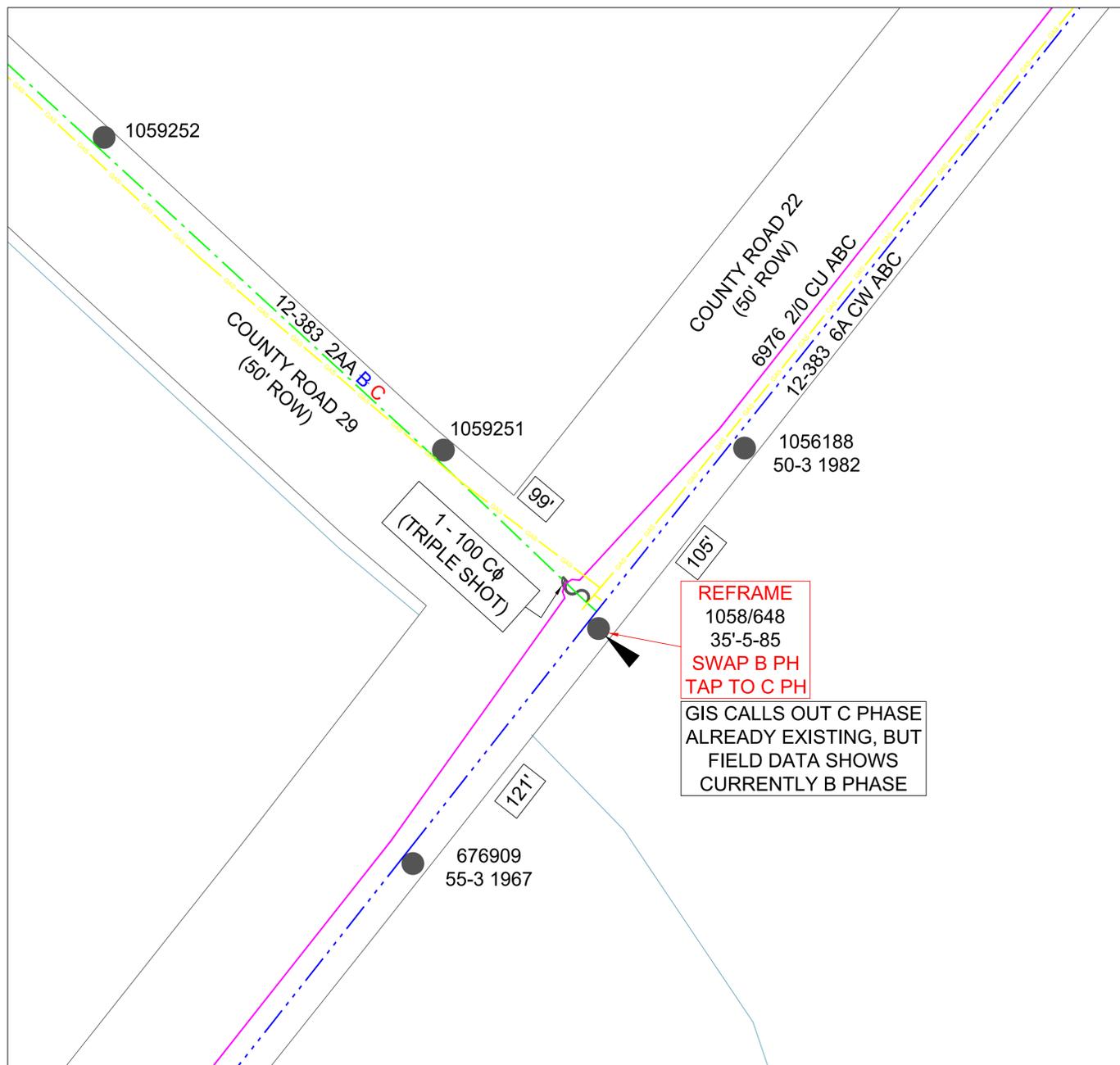
R.WO#: 83001-912

SHEET: 5 of 13

TDSIC-OTHER-OEI-VIPER RECLOSERS 2024-ROCK RUN 12-383, 12-384, 12-775, GOSHEN

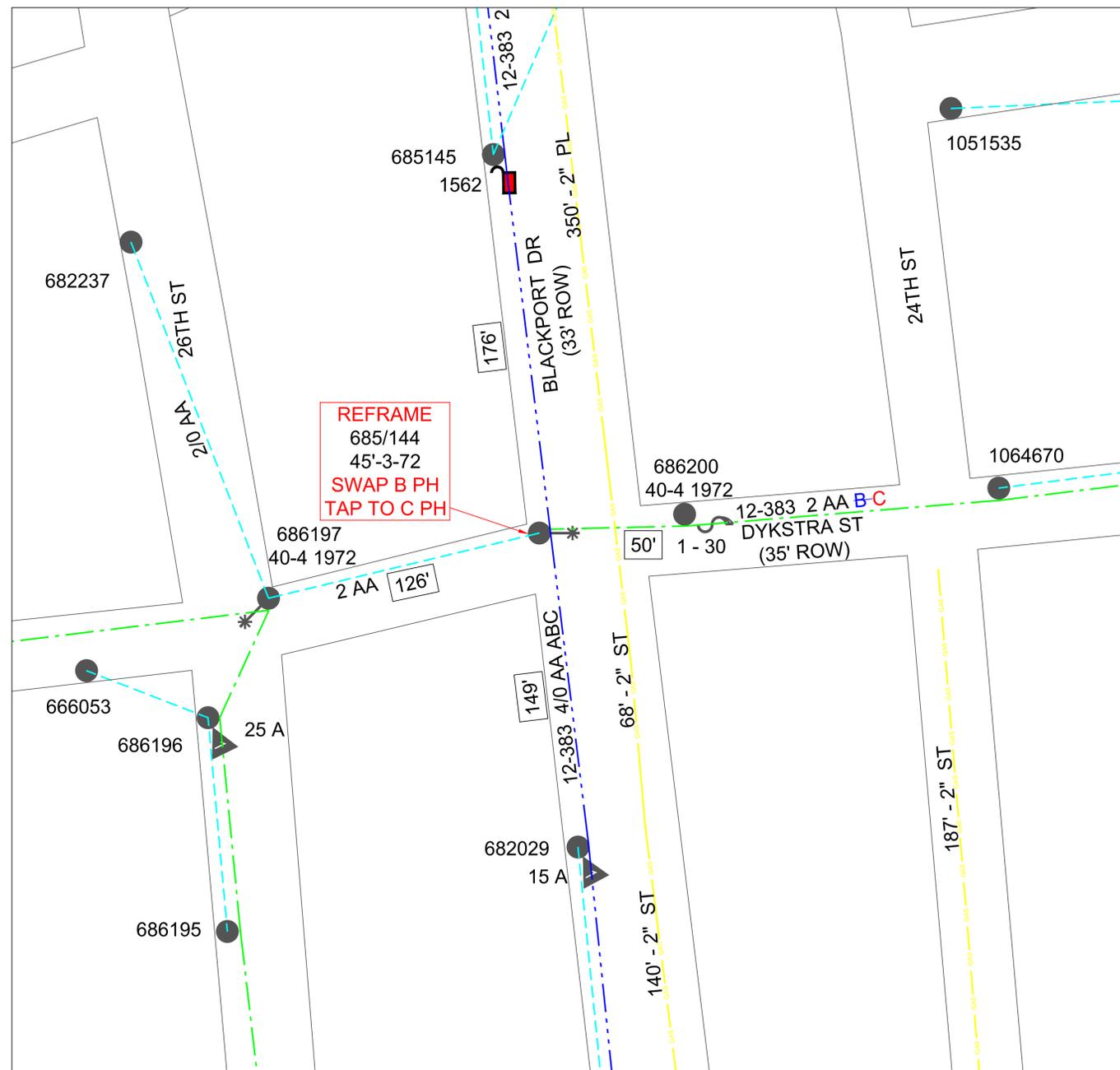
GOSHEN LOA PACKET 21

PLAN VIEW



AREA 4

16370-16378 COUNTY RD 22, GOSHEN, IN 46528



AREA 5

202 BLACKPORT DR. GOSHEN, IN 46528



8/3/2023
Brian P. Koebel

ISSUED FOR CONSTRUCTION

CONTRACT SERVICES		orbital ENGINEERING, INC.			
3	ISSUED FOR CONSTRUCTION	KMB	JRW	BPK	8/3/23
2	ISSUED FOR REVIEW 90%	KMB	FP	BPK	7/14/23
1	ISSUED FOR REVIEW 30%	KMB	DRA	BPK	3/13/23
REV	DESCRIPTION	PREPARED	REVIEWED	APPROVED	DATE

PROJECT: HAM.22.8648

Revision
3: IFC

AS BUILT
ID#: _____ DATE: _____
SIGN: _____
COMPANY: _____

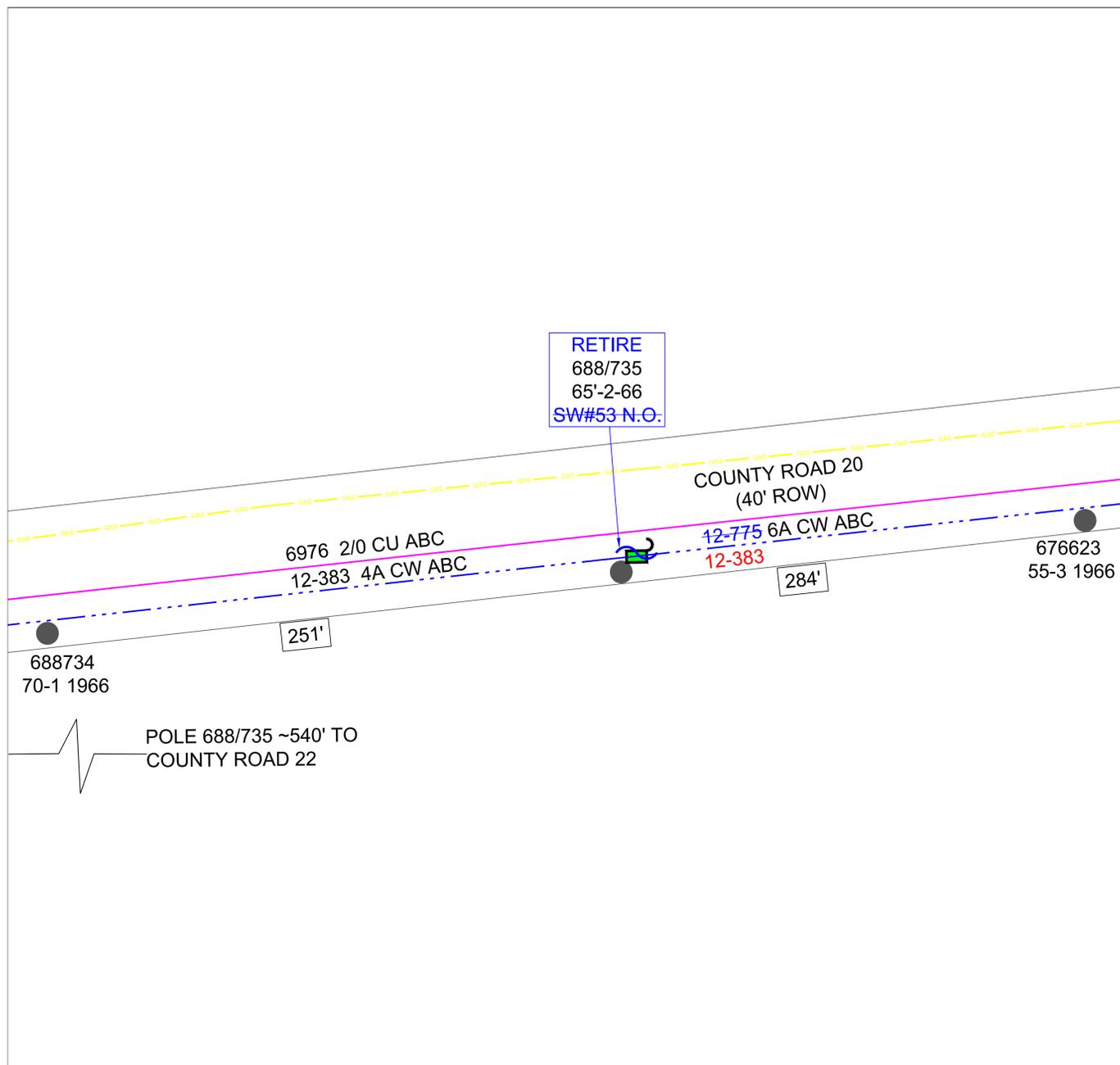
NIPSCO

W.O.#: 53001-912	SCALE: NTS
M.#: M9879029	DRAWN: K. BUTALA
R.W.O.#: 83001-912	E-MAIL: KBUTALA@ORBITALENGR.COM
SHEET: 6 of 13	DATE: 08/03/2023
	APPROVED: BPK
	TAXING UNIT: G21 + G24
	TOWNSHIP: ELKHART + JEFFERSON
	LOCATION: VARIOUS
	GOSHEN LOA PACKET 21
	TDSIC-VIPER-RECLOSERS-ROCK RUN 12-383, 12-384, 12-775, GOSHEN

TDSIC-OTHER-OEI-VIPER RECLOSERS 2024-ROCK RUN 12-383, 12-384, 12-775, GOSHEN

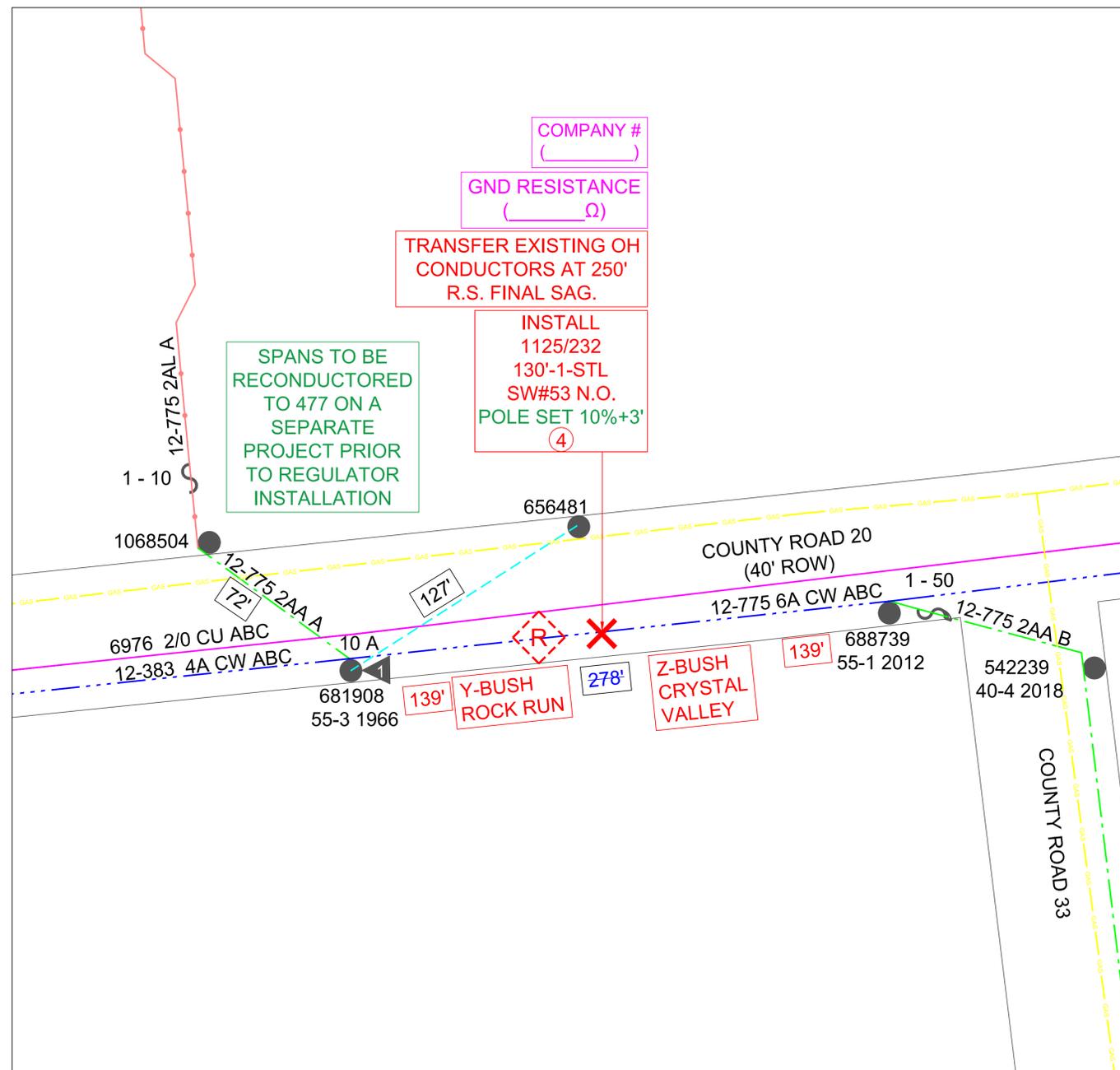
GOSHEN LOA PACKET 21

PLAN VIEW



AREA 6

15512 COUNTY RD 20, MIDDLEBURY, IN 46540



AREA 7

15133 Co Rd 20, Middlebury, IN 46540



ISSUED FOR CONSTRUCTION

CONTRACT SERVICES		orbital ENGINEERING, INC.			
3	ISSUED FOR CONSTRUCTION	KMB	JRW	BPK	8/3/23
2	ISSUED FOR REVIEW 90%	KMB	FP	BPK	7/14/23
1	ISSUED FOR REVIEW 30%	KMB	DRA	BPK	3/13/23
REV	DESCRIPTION	PREPARED	REVIEWED	APPROVED	DATE

PROJECT: HAM.22.8648

Revision
3: IFC

AS BUILT

ID#: _____ DATE: _____

SIGN: _____

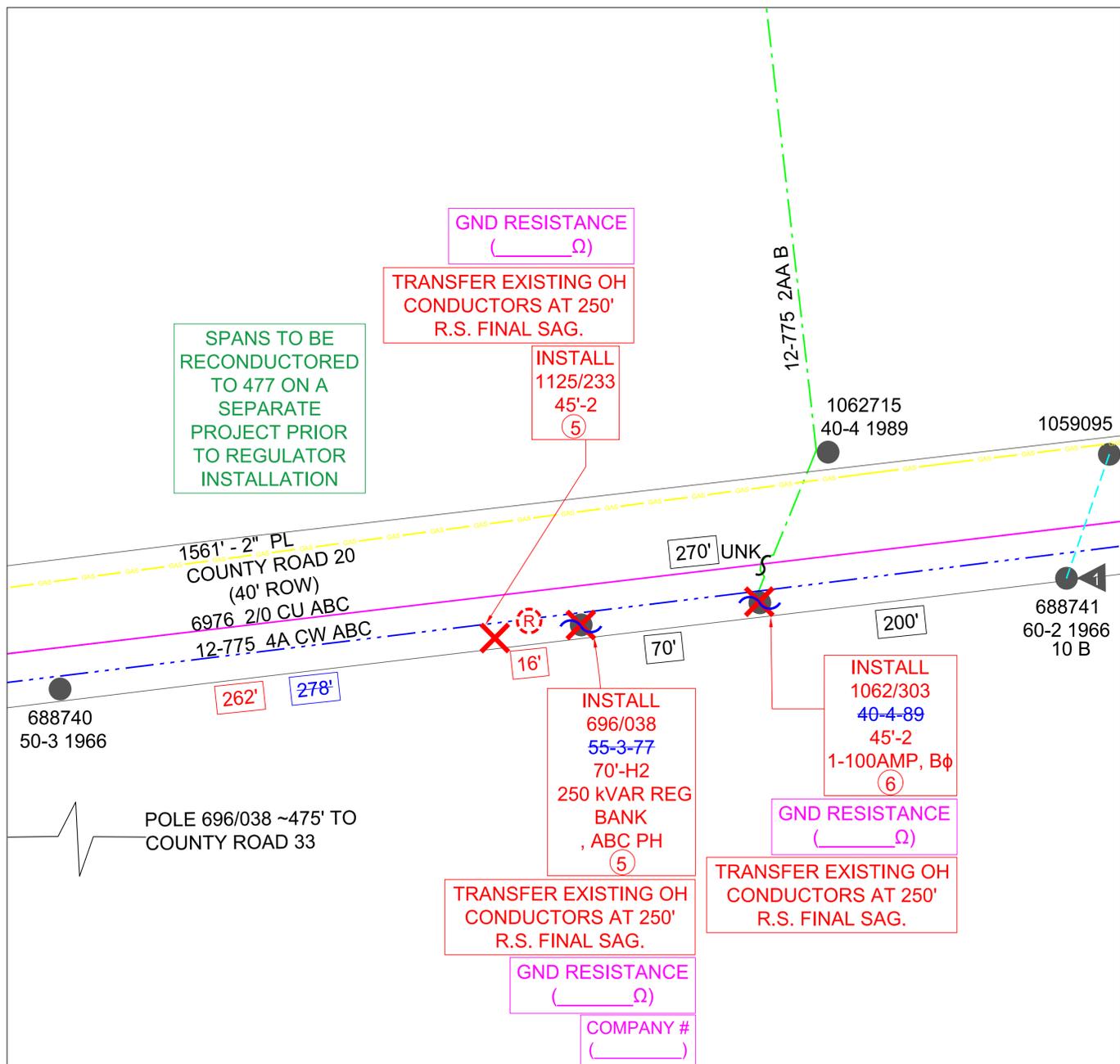
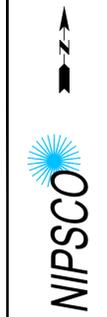
COMPANY: _____

WO#: 53001-912	TDSIC-VIPER-RECLOSERS-ROCK RUN 12-383, 12-384, 12-775, GOSHEN	SCALE: NTS
M#: M9879029	GOSHEN LOA PACKET 21	DRAWN: K. BUTALA
R.WO#: 83001-912	LOCATION: VARIOUS	E-MAIL: KBUTALA@ORBITALENGR.COM
SHEET: 7 of 13	COUNTY: ELKHART	DATE: 08/03/2023
	TOWNSHIP: MIDDLEBURY	APPROVED: BPK
		NIPSCO DRAWING
		N/A

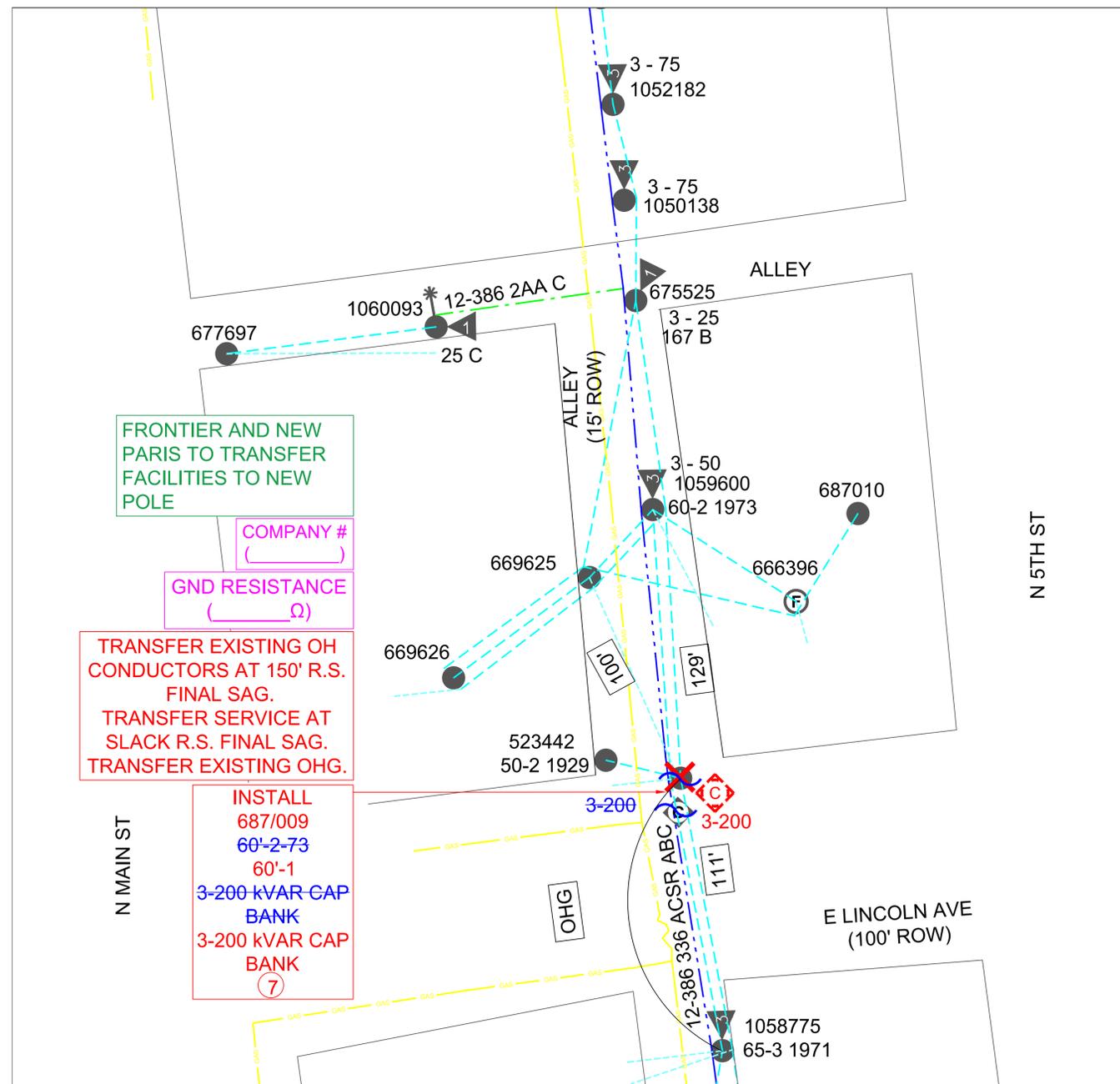
TDSIC-OTHER-OEI-VIPER RECLOSERS 2024-ROCK RUN 12-383, 12-384, 12-775, GOSHEN

GOSHEN LOA PACKET 21

PLAN VIEW



AREA 8
14844 COUNTY RD 20, MIDDLEBURY, IN 46540



AREA 9
113 E Lincoln Ave, Goshen, IN 46528

SCALE: NTS	SCALE: N/A
DRAWN: K. BUTALA	APPROVED: BPK
E-MAIL: KBUTALA@ORBITALENGR.COM	TAXING UNIT: G21 + G27
DATE: 08/03/2023	TOWNSHIP: ELKHART + MIDDLEBURY
NIPSCO DRAWING	COUNTY: ELKHART



ISSUED FOR CONSTRUCTION

CONTRACT SERVICES	<table border="1"> <tr> <td>3</td> <td>ISSUED FOR CONSTRUCTION</td> <td>KMB</td> <td>JRW</td> <td>BPK</td> <td>8/3/23</td> </tr> <tr> <td>2</td> <td>ISSUED FOR REVIEW 90%</td> <td>KMB</td> <td>JP</td> <td>BPK</td> <td>7/14/23</td> </tr> <tr> <td>1</td> <td>ISSUED FOR REVIEW 30%</td> <td>KMB</td> <td>DRA</td> <td>BPK</td> <td>3/13/23</td> </tr> <tr> <td>REV</td> <td>DESCRIPTION</td> <td>PREPARED</td> <td>REVIEWED</td> <td>APPROVED</td> <td>DATE</td> </tr> </table>	3	ISSUED FOR CONSTRUCTION	KMB	JRW	BPK	8/3/23	2	ISSUED FOR REVIEW 90%	KMB	JP	BPK	7/14/23	1	ISSUED FOR REVIEW 30%	KMB	DRA	BPK	3/13/23	REV	DESCRIPTION	PREPARED	REVIEWED	APPROVED	DATE
3	ISSUED FOR CONSTRUCTION	KMB	JRW	BPK	8/3/23																				
2	ISSUED FOR REVIEW 90%	KMB	JP	BPK	7/14/23																				
1	ISSUED FOR REVIEW 30%	KMB	DRA	BPK	3/13/23																				
REV	DESCRIPTION	PREPARED	REVIEWED	APPROVED	DATE																				
PROJECT: HAM.22.8648																									

Revision	3: IFC
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AS BUILT
ID#: _____ DATE: _____
SIGN: _____
COMPANY: _____

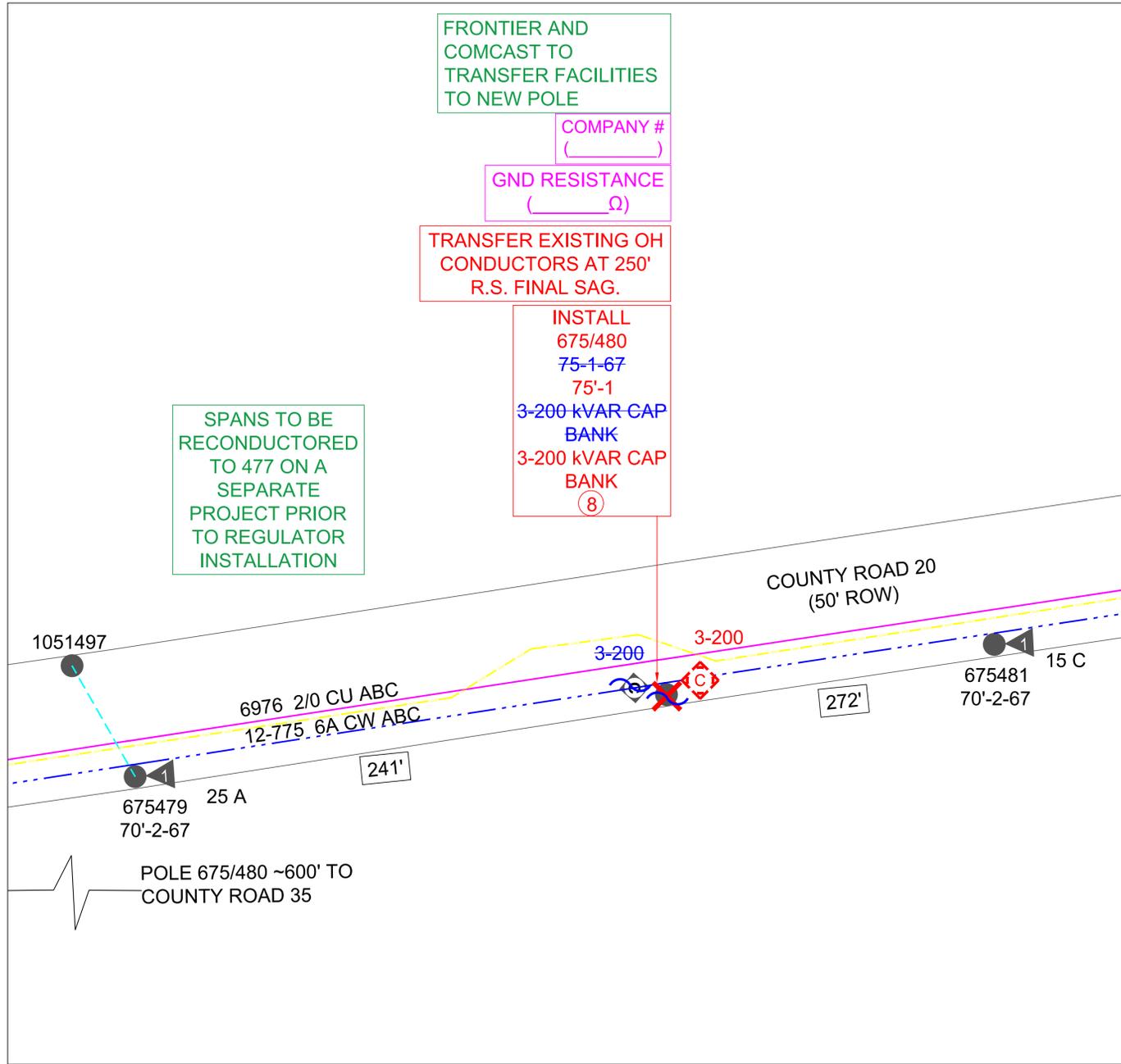
WO#: 53001-912
M#: M9879029
R.WO#: 83001-912
SHEET: 8 of 13

PLAN VIEW

TDSIC-OTHER-OEI-VIPER RECLOSERS 2024-ROCK RUN 12-383, 12-384, 12-775, GOSHEN

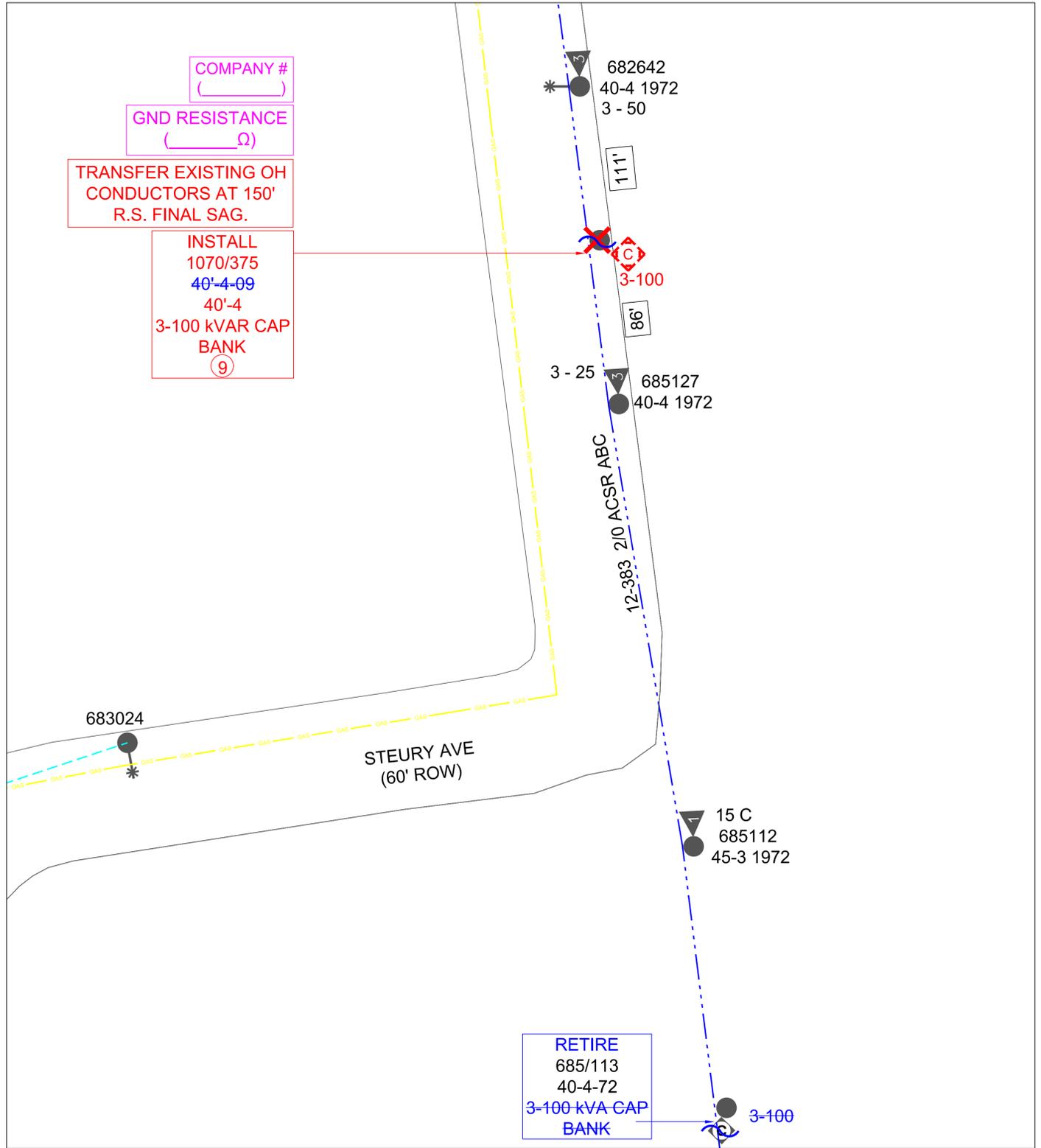
GOSHEN LOA PACKET 21

PLAN VIEW



AREA 10

13951 Co Rd 20, Middlebury, IN 46540



AREA 11

416 Steury Ave, Goshen, IN 46528



ISSUED FOR CONSTRUCTION

CONTRACT SERVICES	
3	ISSUED FOR CONSTRUCTION
2	ISSUED FOR REVIEW 90%
1	ISSUED FOR REVIEW 30%
REV	DESCRIPTION
	PROJECT: HAM.22.8648

Revision	
3: IFC	

AS BUILT

ID#: _____ DATE: _____

SIGN: _____

COMPANY: _____



SCALE: NTS
DRAWN: K. BUTALA
E-MAIL: KBUTALA@ORBITALENGR.COM
DATE: 08/03/2023
APPROVED: BPK

ENGR.: K. BUTALA
OFFICE: (219) 989-3300
CELL: (219) 228-7205
TAXING UNIT: G27, G21

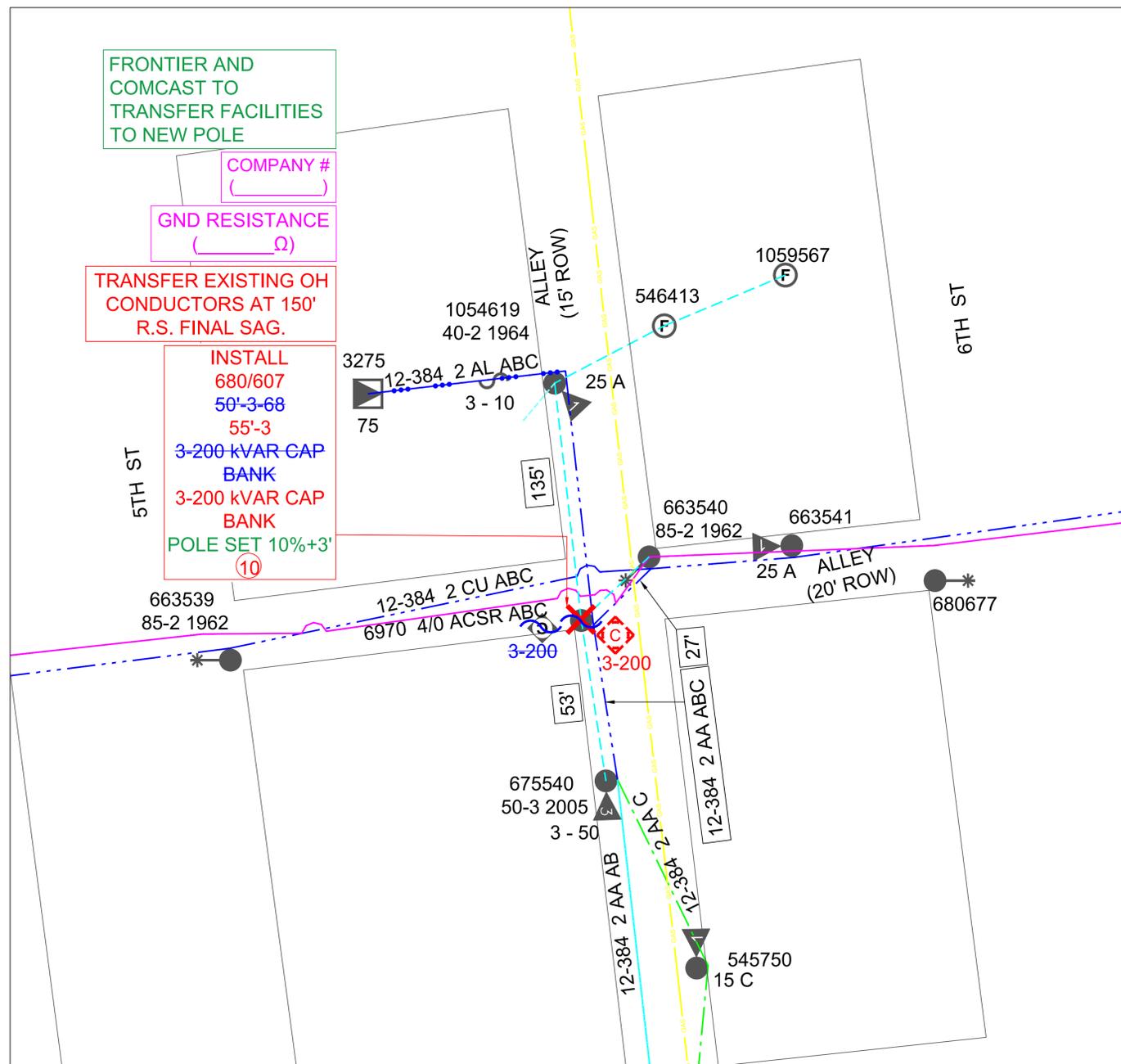
TDSIC-VIPER-RECLOSERS-ROCK RUN 12-383, 12-384, 12-775, GOSHEN
GOSHEN LOA PACKET 21
LOCATION: VARIOUS
COUNTY: ELKHART

WO#: 53001-912
M#: M9879029
R.WO#: 83001-912
SHEET: 9 of 13

TDSIC-OTHER-OEI-VIPER RECLOSERS 2024-ROCK RUN 12-383, 12-384, 12-775, GOSHEN

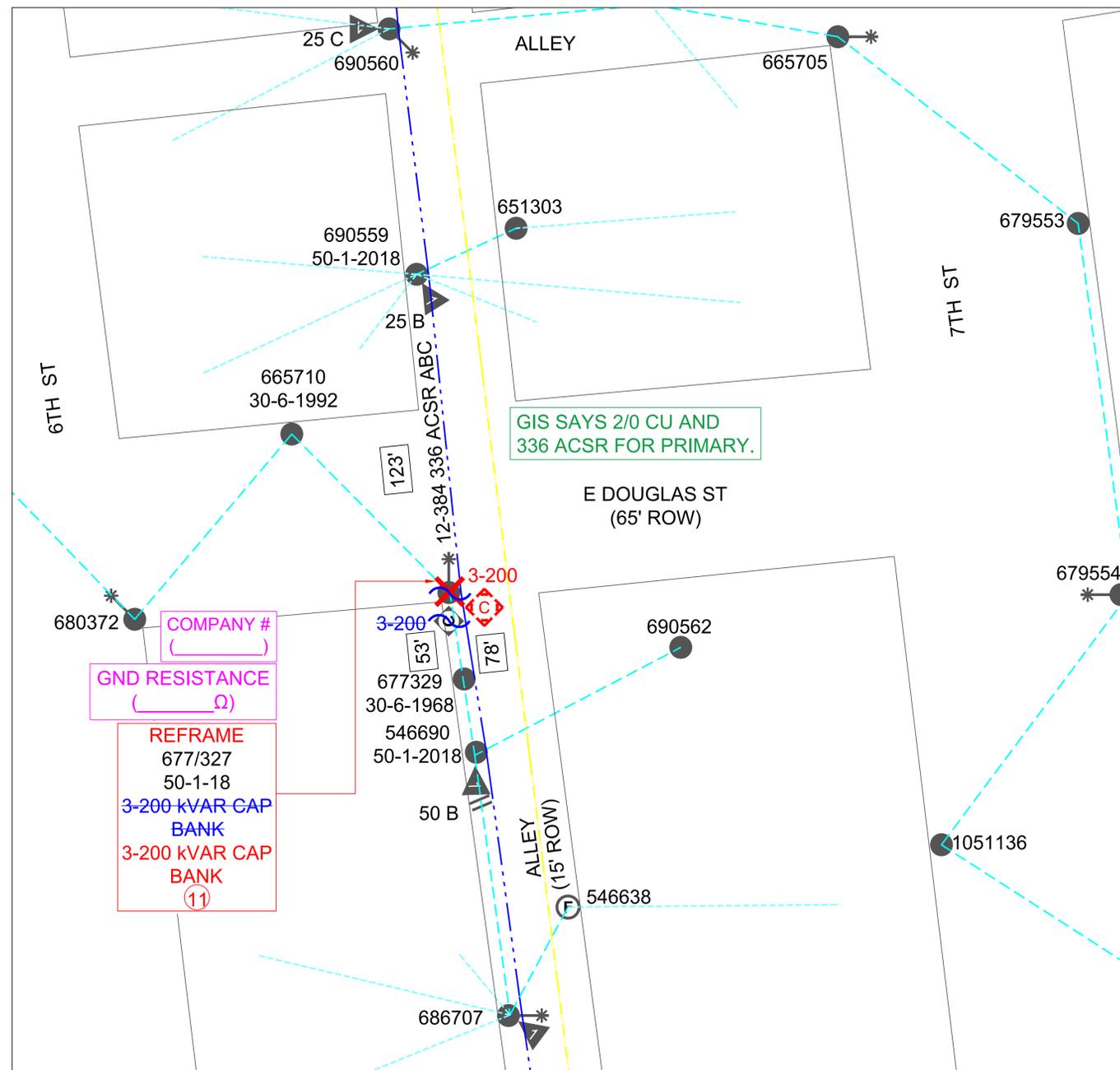
GOSHEN LOA PACKET 21

PLAN VIEW



AREA 12

202 S 5th St #2, Goshen, IN 46528



AREA 13

308 E Douglas St, Goshen, IN 46526



ISSUED FOR CONSTRUCTION

CONTRACT	ISSUED FOR CONSTRUCTION
SERVICES	ISSUED FOR REVIEW 90%
1	ISSUED FOR REVIEW 30%
2	
3	
PREPARED BY	KMB
REVIEWED BY	JRW
APPROVED BY	BPK
DATE	8/3/23
DATE	7/14/23
DATE	3/13/23
PROJECT:	HAM.22.8648

Revision
3: IFC

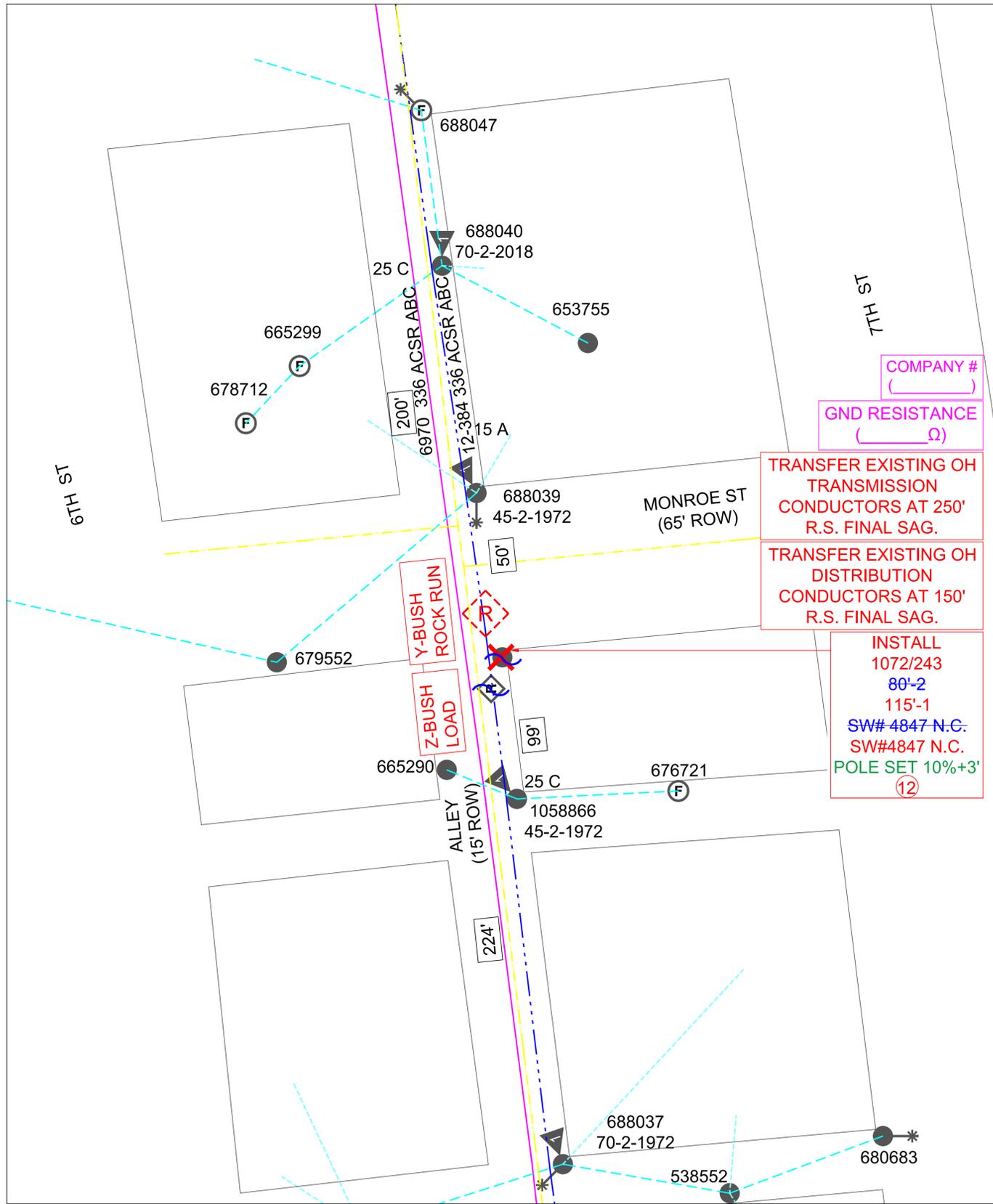
AS BUILT
 ID#: _____ DATE: _____
 SIGN: _____
 COMPANY: _____

WO#: 53001-912	ENGR.: K. BUTALA	SCALE: NTS
M#: M9879029	E-MAIL: KBUTALA@ORBITALENGR.COM	NIPSCO DRAWING
R.WO#: 83001-912	DATE: 08/03/2023	N/A
SHEET: 10 of 13	TAXING UNIT: G20, G21	APPROVED: BPK
TOWNSHIP: ELKHART		
TDSIC-VIPER-RECLOSERS-ROCK RUN 12-383, 12-384, 12-775, GOSHEN		
GOSHEN LOA PACKET 21		
LOCATION: VARIOUS		
COUNTY: ELKHART		

TDSIC-OTHER-OEI-VIPER RECLOSERS 2024-ROCK RUN 12-383, 12-384, 12-775, GOSHEN

GOSHEN LOA PACKET 21

PLAN VIEW



AREA 14
309 E Monroe St, Goshen, IN 46526

COMPANY #
 ()

GND RESISTANCE
 () Ω

TRANSFER EXISTING OH TRANSMISSION CONDUCTORS AT 250' R.S. FINAL SAG.

TRANSFER EXISTING OH DISTRIBUTION CONDUCTORS AT 150' R.S. FINAL SAG.

INSTALL
 1072/243
 80'-2
 115'-1
 SW# 4847 N.C.
 SW#4847 N.C.
 POLE SET 10%+3'
 (12)



ISSUED FOR CONSTRUCTION

CONTRACT SERVICES		orbital ENGINEERING, INC.			
3	ISSUED FOR CONSTRUCTION	KMB	JRW	BPK	8/3/23
2	ISSUED FOR REVIEW 90%	KMB	FP	BPK	7/14/23
1	ISSUED FOR REVIEW 30%	KMB	DRA	BPK	3/13/23
REV	DESCRIPTION	PREPARED	REVIEWED	APPROVED	DATE

PROJECT: HAM.22.8648

Revision
3: IFC

AS BUILT

ID#: _____ DATE: _____

SIGN: _____

COMPANY: _____

NIPSCO

SCALE: NTS

DRAWN: K. BUTALA

E-MAIL: KBUTALA@ORBITALENGR.COM

DATE: 08/03/2023

APPROVED: BPK

NIPSCO DRAWING

N/A

ENGR.: K. BUTALA

OFFICE: (219) 989-3300

CELL: (219) 228-7205

TAXING UNIT: G20, G21

TOWNSHIP: ELKHART

COUNTY: ELKHART

W.O#: 53001-912

M#: M9879029

R.W.O#: 83001-912

SHEET: 11 of 13

TDSIC-VIPER-RECLOSERS-ROCK RUN 12-383, 12-384, 12-775, GOSHEN

GOSHEN LOA PACKET 21

LOCATION: VARIOUS

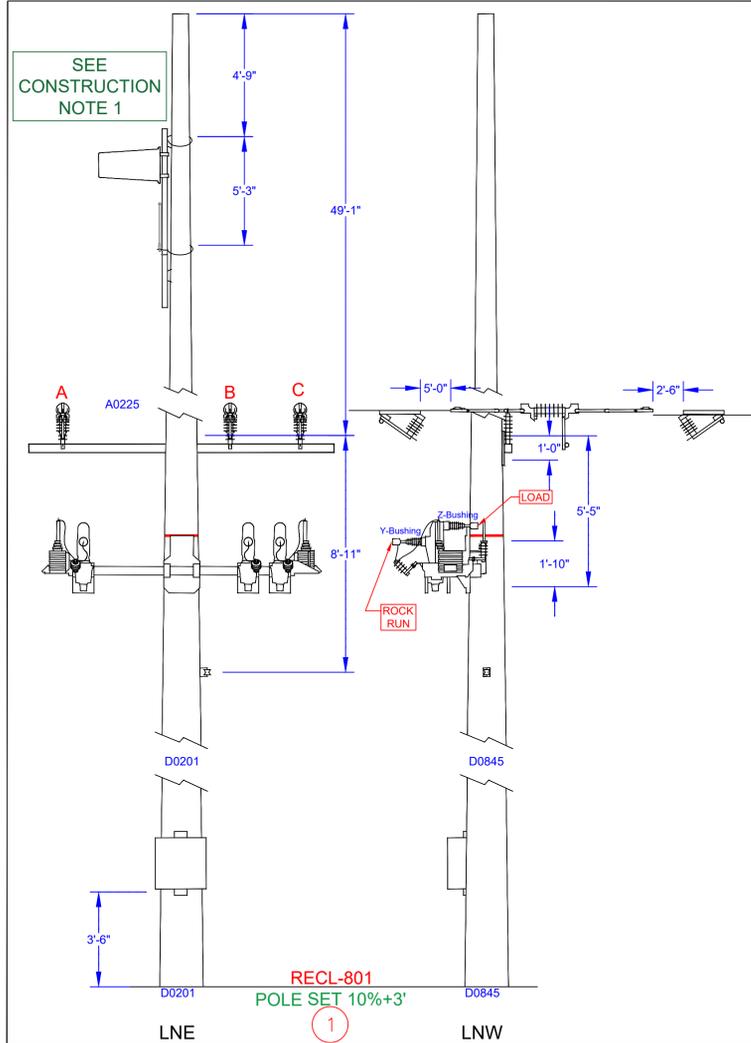
TDSIC-OTHER-OEI-VIPER RECLOSERS 2024-ROCK RUN 12-383, 12-384, 12-775, GOSHEN

GOSHEN LOA PACKET 21 POLE DETAILS

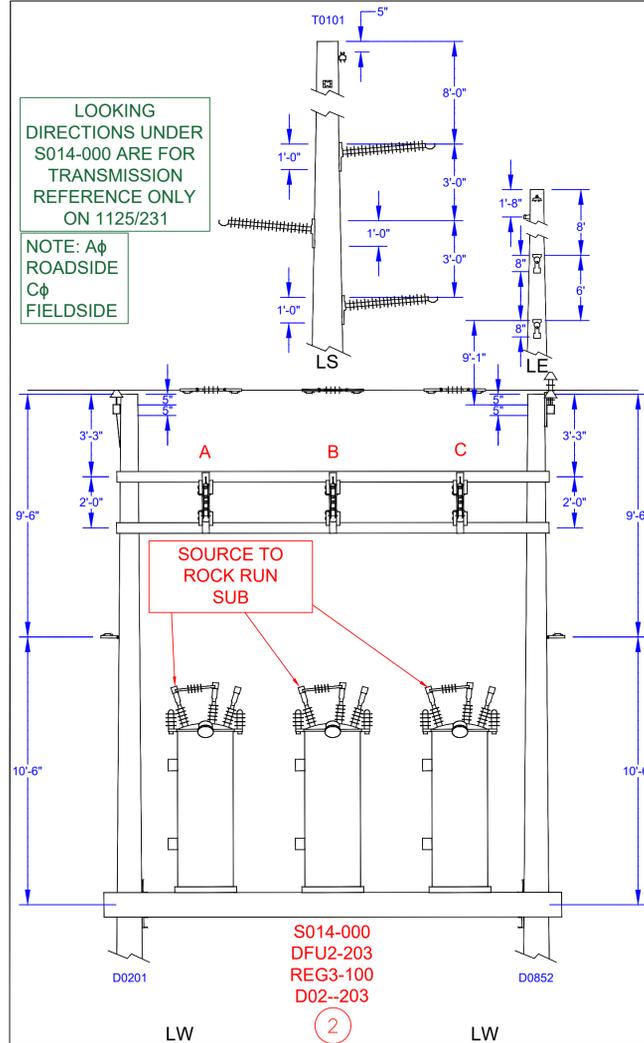
CONSTRUCTION NOTES

- REFER TO COMMUNICATION ENGINEERING PRINTS FOR ANTENNA ORIENTATION

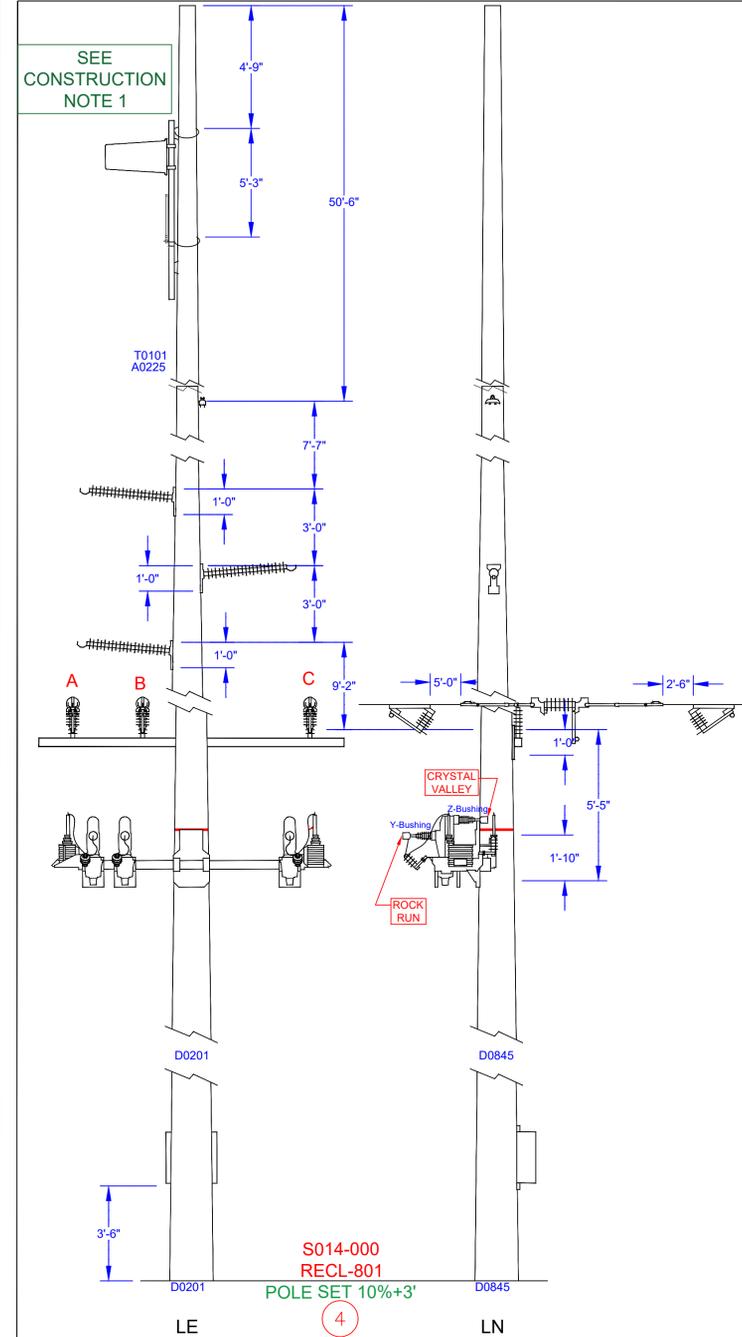
SWITCH 1288 POLE 679/156



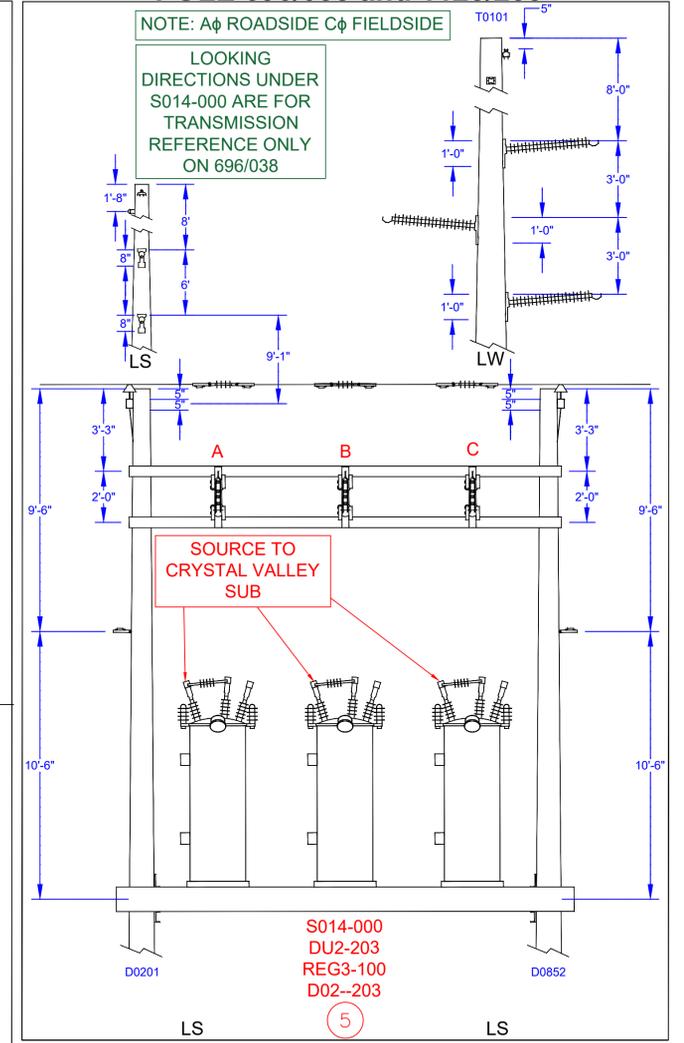
POLE 1125/231 and 696/030



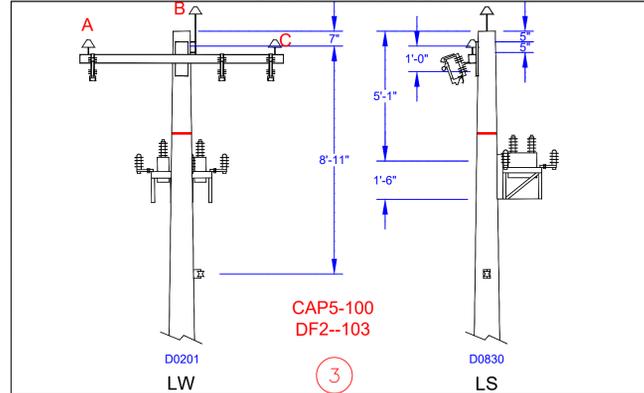
SWITCH 53 POLE 1125/232



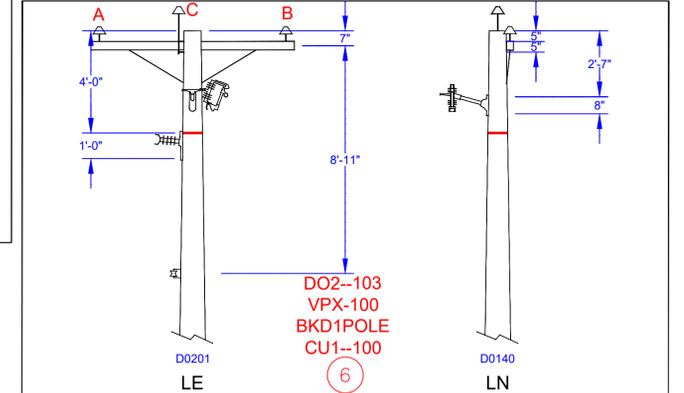
POLE 696/038 and 1125/233



POLE 685/511



POLE 1062/303



NOTE:
ALL PHASING CALLOUTS WERE DETERMINED THROUGH MATCHING NEARBY TAPS/TRANSFORMERS WITH GIS DATA AND FIELD CONDITIONS. PHASING SHALL BE VERIFIED AT THE TIME OF CONSTRUCTION.



ISSUED FOR CONSTRUCTION

CONTRACT SERVICES	DESCRIPTION	PREPARED	REVIEWED	APPROVED	DATE
3	ISSUED FOR CONSTRUCTION	KMB	JRW	BPK	8/3/23
2	ISSUED FOR REVIEW 90%	KMB	FP	BPK	7/14/23
1	ISSUED FOR REVIEW 30%	KMB	DRA	BPK	3/13/23

Revision
3: IFC

AS BUILT
ID#: _____ DATE: _____
SIGN: _____
COMPANY: _____

NIPSCO

SCALE: NTS

DRAWN: K. BUTALA

ENGR.: K. BUTALA

OFFICE: (219) 989-3300

CELL: (219) 228-7205

TAXING UNIT: VARIOUS

TOWNSHIP: GOSHEN

COUNTY: ELKHART

WO#: 53001-912

M#: M9879029

R.WO#: 83001-912

SHEET: 12 of 13

DATE: 08/03/2023

APPROVED: BPK

N/A

TDSIC-VIPER-RECLOSERS-ROCK RUN 12-383, 12-384, 12-775, GOSHEN

GOSHEN LOA PACKET 21

LOCATION: VARIOUS

PROJECT: HAM.22.8648

TDSIC-OTHER-OEI-VIPER RECLOSERS 2024-ROCK RUN 12-383, 12-384, 12-775, GOSHEN

CONSTRUCTION NOTES

- REFER TO COMMUNICATION ENGINEERING PRINTS FOR ANTENNA ORIENTATION

GOSHEN LOA PACKET 21



SCALE: NTS
DRAWN: K. BUTALA
E-MAIL: KBUTALA@ORBITALENGR.COM
DATE: 08/03/2023
APPROVED: BPK

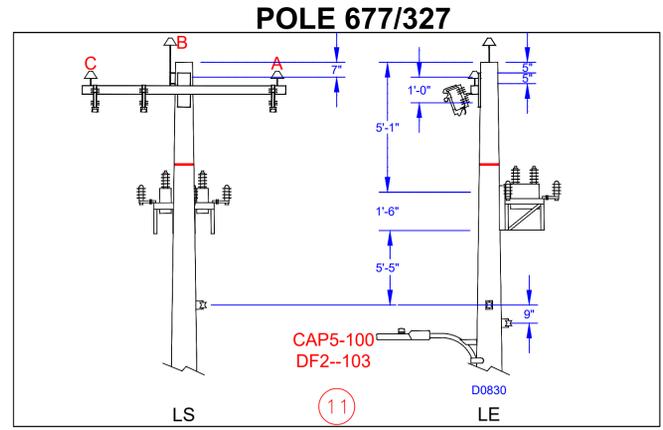
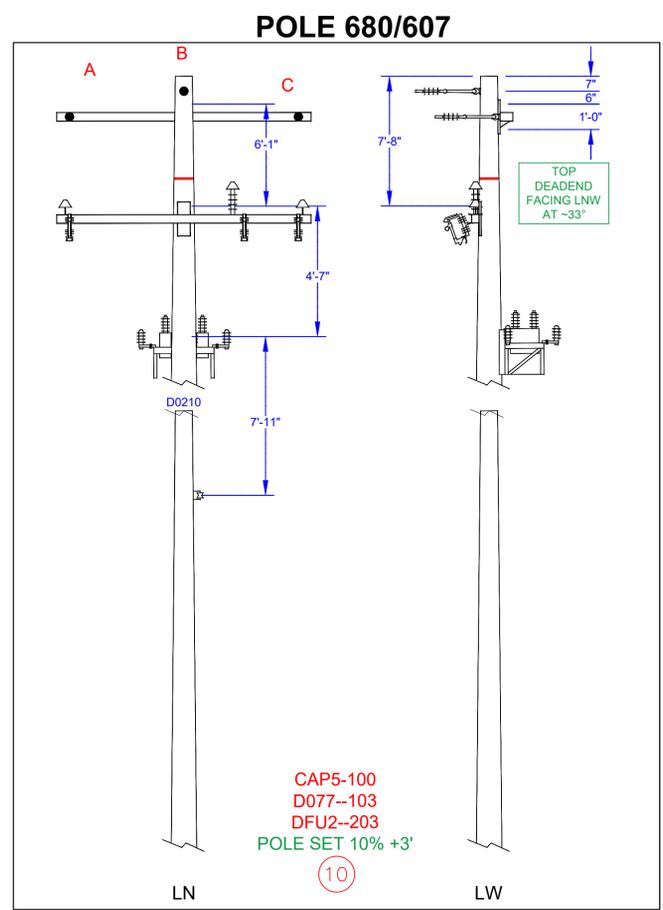
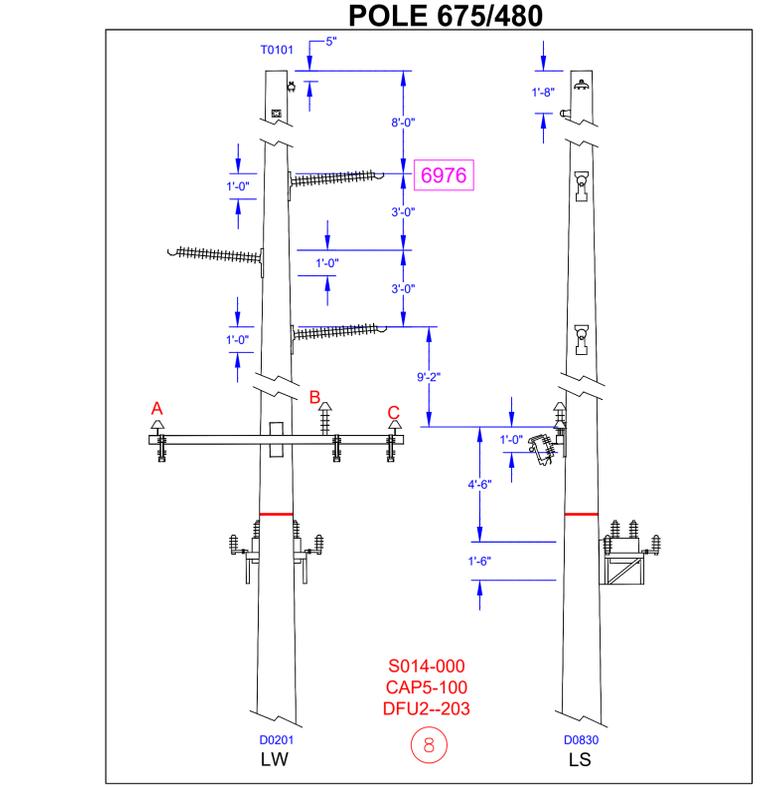
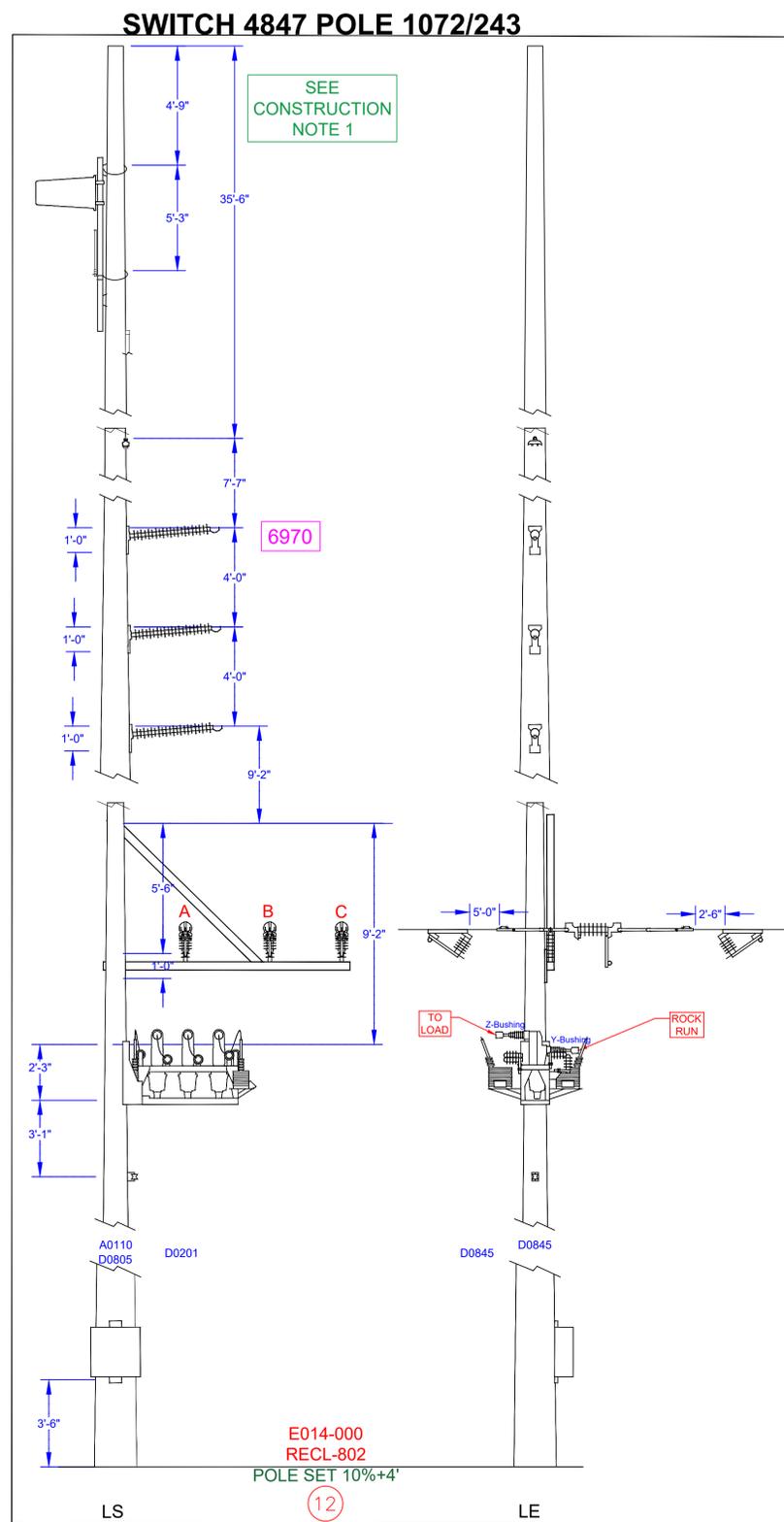
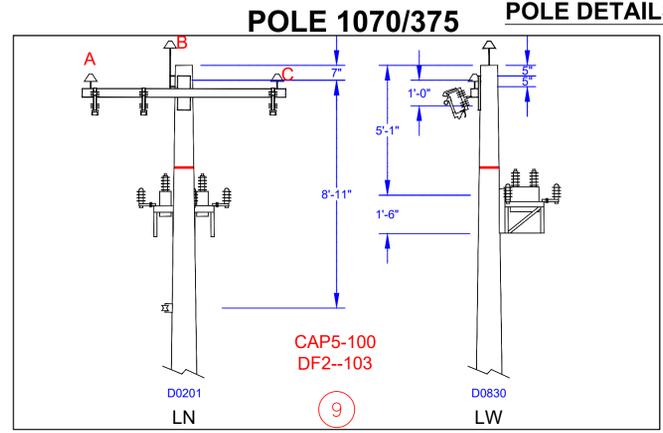
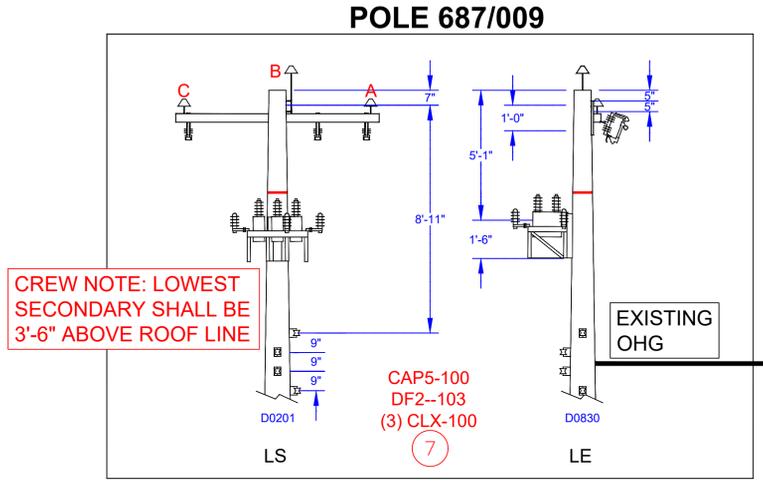
ENGR.: K. BUTALA
OFFICE: (219) 989-3300
CELL: (219) 228-7205
TAXING UNIT: VARIOUS

TOWNSHIP: GOSHEN
COUNTY: ELKHART

TDSIC-VIPER-RECLOSERS-ROCK RUN 12-383, 12-384, 12-775, GOSHEN
GOSHEN LOA PACKET 21
LOCATION: VARIOUS

WO#: 53001-912
M#: M9879029
R.WO#: 83001-912
SHEET: 13 of 13

POLE DETAIL



NOTE:
ALL PHASING CALLOUTS WERE DETERMINED THROUGH MATCHING NEARBY TAPS/TRANSFORMERS WITH GIS DATA AND FIELD CONDITIONS. PHASING SHALL BE VERIFIED AT THE TIME OF CONSTRUCTION.

ISSUED FOR CONSTRUCTION

CONTRACT SERVICES	DESCRIPTION	PREPARED BY	REVIEWED BY	APPROVED BY	DATE
3	ISSUED FOR CONSTRUCTION	KMB	JRW	BPK	8/3/23
2	ISSUED FOR REVIEW 90%	KMB	FP	BPK	7/14/23
1	ISSUED FOR REVIEW 30%	KMB	DRA	BPK	3/13/23

PROJECT: HAM.22.8648



8/3/2023

Brian P. Koebel

AS BUILT

ID#: _____ DATE: _____

SIGN: _____

COMPANY: _____



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

March 12, 2026

To: Goshen Board of Public Works and Safety
From: Shannon Marks, Legal Compliance Administrator
Subject: Resolution 2026-07, Special Purchase of Road Salt

The City of Goshen has participated in the State of Indiana's Road Salt Program for several years. The State is currently developing the 2026-2027 road salt bid, and political subdivisions that wish to participate in the program must provide the State with the tonnage of road salt that it will commit to purchase under the State's quantity purchase agreement. Resolution 2026-07 authorizes the City to make a special purchase by participating in the State's program and authorizes the City to request 1,300 tons of untreated road salt thereby committing to purchase a minimum of 1,040 tons and up to 1,560 tons. The City will purchase untreated road salt from the contractor to be awarded the quantity purchase agreement by the State of Indiana based on the contract unit price per ton.

Suggested Motion:

Move to adopt Resolution 2026-07, Special Purchase of Road Salt.

**GOSHEN BOARD OF PUBLIC WORKS AND SAFETY
RESOLUTION 2026-07**

Special Purchase of Road Salt

WHEREAS the City may make a special purchase under Indiana Code § 5-22-10 if it determines the basis for the special purchase and the selection of a particular contractor.

WHEREAS Indiana Code § 5-22-10-15(b) allows a political subdivision to make a special purchase of equipment, goods or materials if the purchase is made from a person that has a contract with a state agency and the person's contract with the state requires the person to make the equipment, goods or materials available to political subdivisions.

WHEREAS political subdivisions may elect to participate in the State of Indiana Road Salt Program which permits the political subdivisions to purchase road salt under the State's quantity purchase agreement.

WHEREAS the State of Indiana is currently developing the 2026-2027 road salt bid. A political subdivision that elects to participate in the Road Salt Program must provide the Indiana Department of Administration the tonnage of road salt that the political subdivision will commit to purchase under the State's quantity purchase agreement. A participating political subdivision will be required to purchase a minimum of 80% of the tonnage requested and may purchase up to a maximum of 120% of the tonnage requested.

WHEREAS on behalf of the City of Goshen, the Goshen Street Department requests authorization to participate in the State of Indiana's 2026-2027 Road Salt Program.

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

- (1) On behalf of the City of Goshen, the Goshen Street Department is authorized to make a special purchase pursuant to Indiana Code § 5-22-10-15(b) by participating in the State of Indiana's 2026-2027 Road Salt Program.
- (2) The City of Goshen is authorized to request 1,300 tons of untreated road salt thereby committing to purchase a minimum of 1,040 tons and up to 1,560 tons of road salt under the State's quantity purchase agreement.
- (3) The actual purchase will be from the contractor to be awarded the quantity purchase agreement by the State of Indiana based on the contract unit price per ton.
- (4) The contract records for the special purchase authorized by this resolution shall be maintained by the Goshen Board of Public Works and Safety in a separate file in the Clerk-Treasurer's Office for a minimum of five (5) years in accordance with Indiana Code § 5-22-10-3.

PASSED by the Goshen Board of Public Works and Safety on March 12, 2026.

Gina M. Leichthy, Mayor

Mary Nichols, Member

Orv Myers, Member

Michael A. Landis, Member

Barb Swartley, Member



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

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

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

March 12, 2026

To: Board of Public Works and Safety

From: Don Shuler, Assistant City Attorney

Subject: Acceptance of Deed of Dedication for 16000 Blk CR 36, Goshen, Indiana

It is recommended that the Board accept the attached Deed of Dedication from the Elkhart County 4-H & Agricultural Exposition, Inc. and authorize the Mayor to execute the acceptance. This dedication is for right-of-way along the 16000 block of County Road 36, on the north side of the road.

Suggested Motion:

Move to accept the Deed of Dedication from the Elkhart County 4-H & Agricultural Exposition, Inc., and authorize the Mayor to execute the Acceptance.

DEED OF DEDICATION

THIS INDENTURE WITNESSETH, that Elkhart County 4-H & Agricultural Exposition, Inc., an Indiana non-profit corporation ("Grantor"), dedicates and conveys to City of Goshen, Indiana, a municipal corporation and political subdivision of the State of Indiana, whose mailing address is 202 South Fifth Street, Goshen, Indiana 46528, for good and valuable consideration, the receipt whereof is hereby acknowledged, real estate situated in Elkhart County, State of Indiana, as more particularly described in the legal description attached as Exhibit A and depicted upon the drawing attached as Exhibit B for public right-of-way purposes, including, but not limited to the placement and maintenance of a public road and public utilities.

The public right-of-way is part of the real estate more located on County Road 36, Goshen, Indiana, and part of Parcel Number 20-11-13-300-004.000-014.

Grantor certifies that no Indiana Gross Income Tax is due or payable in respect to the transfer made by this transaction.

The undersigned represents and certifies that such person is a duly authorized representative of Grantor and has been fully empowered to execute this Deed of Dedication on behalf of Grantor; that the Grantor has full capacity to grant the Deed of Dedication described; and that all necessary action for granting this Deed of Dedication has been taken.

IN WITNESS WHEREOF, the undersigned has executed this Deed of Dedication on February 6th, 2026.

Elkhart County 4-H & Agricultural Exposition,
Inc., an Indiana non-profit corporation

By: 

Printed: Jason P. Wogoman

Title: President

STATE OF INDIANA)
) SS:
COUNTY OF ELKHART)



Before me, the undersigned Notary Public, on FEBRUARY 6, 2026, personally appeared JASON P. WOODMAN (Name) as PRESIDENT (Title) of Elkhart County 4-H & Agricultural Exposition, Inc., an Indiana non-profit corporation, being known to me or whose identity has been authenticated by me to be the person who acknowledged the execution of the foregoing instrument as the person's voluntary act for the purpose stated therein.

Robin K. Tahara Miller
Printed Name: ROBIN K. TAHARA MILLER
Notary Public of ELKHART County, IN
My Commission Expires: 04-19-2031
Commission Number: 666829

EXHIBIT "A"

PREPARED BY ABONMARCHE CONSULTANTS

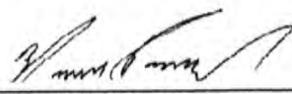
DES NO: N/A
PARCEL: 2 – FEE SIMPLE

WD-1
SHEET 1 OF 1

A PART OF LOT 2 OF THE PLAT OF THE ELKHART COUNTY 4-H FAIR & AGRICULTURAL EXPO D.P.U.D. AS RECORDED IN PLAT BOOK 39, PAGE 35, IN THE RECORDER'S OFFICE OF ELKHART COUNTY; BEING A PART OF THE SOUTHWEST QUARTER OF SECTION 13, TOWNSHIP 36 NORTH, RANGE 6 EAST, ELKHART TOWNSHIP, ELKHART COUNTY, INDIANA, AS DEPICTED ON THE ATTACHED RIGHT-OF-WAY PARCEL PLAT OF PARCEL 2 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWESTERLY MOST CORNER OF LOT 2 OF SAID PLAT, DESIGNATED AS POINT "201" ON SAID PARCEL PLAT AND THE POINT OF BEGINNING; THENCE NORTH 00°40'21" WEST ALONG THE WESTERLY LINE OF SAID LOT, 4.96 FEET TO POINT "202" AS DESIGNATED ON SAID PARCEL PLAT; THENCE NORTH 89°33'09" EAST, 43.39 FEET TO POINT "203" AS DESIGNATED ON SAID PARCEL PLAT; THENCE NORTH 82°30'11" EAST, 57.01 FEET TO POINT "204", BEING A POINT ON THE EASTERLY LINE OF SAID LOT; THENCE SOUTH 00°40'21" EAST ALONG SAID EASTERLY LINE, 11.95 FEET TO POINT "205" AS DESIGNATED ON SAID PARCEL PLAT, BEING THE SOUTHEASTERLY MOST CORNER OF SAID LOT; THENCE SOUTH 89°33'09" WEST ALONG THE SOUTHERLY LINE OF SAID LOT, 100.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.02 ACRE, MORE OR LESS.

THIS DESCRIPTION WAS PREPARED BY MICHAEL J. ROZYCKI, INDIANA REGISTERED LAND SURVEYOR, LICENSE NUMBER 20500010, ON THE 23RD DAY OF FEBRUARY, 2022.


MICHAEL J. ROZYCKI, PS 2/23/22
DATE

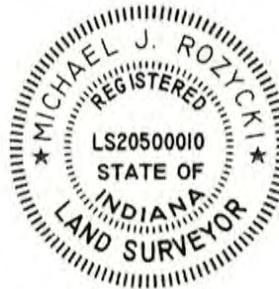
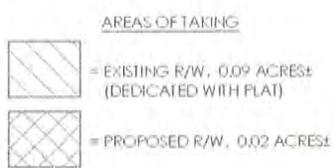
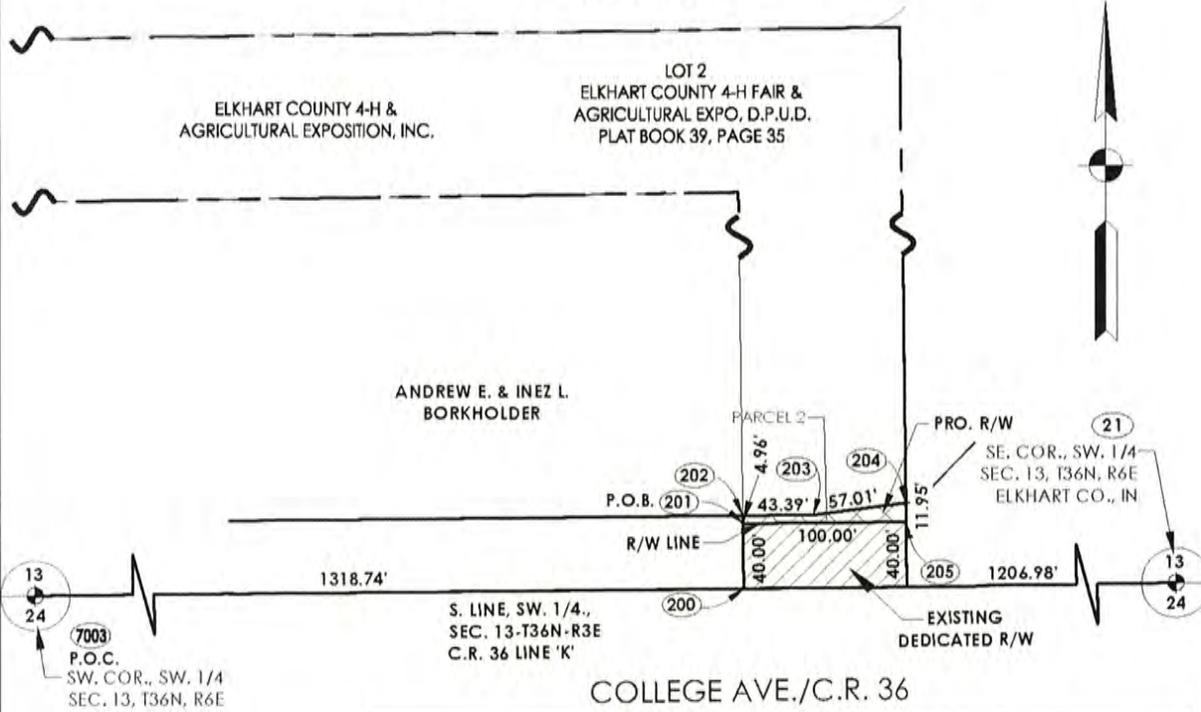


EXHIBIT "B"
RIGHT-OF-WAY PARCEL PLAT

SHEET 1 OF 1

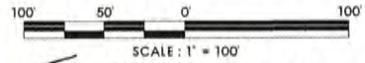
PREPARED BY ABONMARCHE CONSULTANTS, INC. FOR ELKHART COUNTY, INDIANA
JOB #21-0453



NOTE:
SEE LOCATION CONTROL ROUTE SURVEY FOR ADDITIONAL POINTS.*

STATIONS AND OFFSETS CONTROL OVER BOTH NORTH & EAST COORDINATES AND BEARINGS & DISTANCES.

COORDINATE CHART (U.S. SURVEY FEET)					
POINT	CENTERLINE	STATION	OFFSET	NORTHING	EASTING
7003*	K	36+42.64	0.00'	452006.1898	803785.6940
21*	K	62+68.35	0.00'	452026.6974	806411.3305
200	K	49+61.38	0.00'	452016.4896	805104.3931
201	K	49+61.22	40.00' L	452056.4871	805103.9235
202	K	49+61.20	45.00' L	452061.4426	805103.8653
203	K	50+04.59	45.00' L	452061.7815	805147.2533
204	K	50+61.17	52.00' L	452069.2203	805203.7795
205	K	50+61.22	40.00' L	452057.2681	805203.9198



LAND SURVEYOR'S STATEMENT
TO THE BEST OF MY KNOWLEDGE AND BELIEF, THIS PLAT, TOGETHER WITH THE "LOCATION CONTROL ROUTE SURVEY" RECORDED AS DOCUMENT NO. 2021-33297 IN THE OFFICE OF THE RECORDER OF ELKHART COUNTY, INDIANA, (INCORPORATED HEREIN AND MADE A PART HEREOF BY REFERENCE) COMPRISE A ROUTE SURVEY, EXECUTED IN ACCORDANCE WITH INDIANA ADMINISTRATIVE CODE 865 IAC 1-12 (RULE 12).

Michael J. Rozycki
MICHAEL J. ROZYCKI, P.S. DATE: 2/23/22
INDIANA REGISTERED LAND SURVEYOR NO. LS20500010

OWNER: ELKHART CO. 4-H & AGRICULTURAL EXPOSITION, INC.
PARCEL: 2
PARCEL ROAD: CO. RD. 36
COUNTY: ELKHART
SECTION: 13 PROJECT: N/A
TOWNSHIP: 36 NORTH DES. NO.: N/A
RANGE: 6 EAST CODE: N/A

ABONMARCHE
303 River Road Drive, Unit 206 33516 Crest South Bend
Oshtemo, IN 46526 Benton Harbor Hobart
1-574-520-9913 Akron/Ste LaPorte
1-574-523-9911 South Haven South Bend
abonmarche.com South Haven Valparaiso

DRAWN BY: IRM DATE: 11-16-2021
CHECKED BY: MJR DATE: 12-10-2021
QA/QC BY: HJCW DATE: 12-03-2021
REVISED: DATE: 02-23-2022

WARRANTY DEED 2020-02475
TAX KEY NO.: 20-11-13-300-004.000-014 TAKING: 0.02 AC. +/-

ACCEPTANCE

The City of Goshen, Indiana, by the Goshen Board of Public Works and Safety, acknowledges the receipt of this Deed of Dedication from Elkhart County 4-H & Agricultural Exposition, Inc., an Indiana non-profit corporation, and accepts the Deed of Dedication on _____, 2026.

Gina M. Leichty, Mayor

STATE OF INDIANA)
) SS:
COUNTY OF ELKHART)

Before me, the undersigned Notary Public, on _____, 2026, personally appeared Gina M. Leichty, Mayor of the City of Goshen, Indiana on behalf of the Goshen Board of Public Works and Safety, being known to me or whose identity has been authenticated by me to be the person who acknowledged the execution of the foregoing instrument as the person's voluntary act for the purpose stated therein.

Printed Name: _____
Notary Public of _____ County, IN
My Commission Expires: _____
Commission Number: _____

This instrument was prepared by Donald R. Shuler, Attorney No. 26587-71, City of Goshen Legal Department, 204 East Jefferson Street, Suite 2, Goshen, Indiana 46528, (574) 537-3820.

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each social security number in this document, unless required by law (Donald R. Shuler).



**Engineering Department
CITY OF GOSHEN**

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

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

MEMORANDUM

TO: Board of Works Public and Safety

FROM: Engineering

RE: **ASPHALT PAVING PROJECT
B (JN: 2024-0002)**

DATE: March 12, 2026

Phend & Brown is requesting lane restrictions to perform casting adjustments for the Asphalt Paving Project on Kercher Road from Violet Road to US 33 with Phend & Brown providing traffic control. The lane restrictions will shift in areas from day to day. Phend & Brown will maintain open access for the businesses and residents on Kercher Road. The partial lane restrictions will occur between March 16 through April 3, 2026.

Requested motion: Move to approve the Kercher Road lane restrictions from March 16 through April 3, 2026.

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

Gina Leichty, Mayor

Orv Myers, Member

Mary Nichols, Member

Michael Landis, Member

Barb Swartley, Member



**Engineering Department
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engineering@goshencity.com • www.goshenindiana.org

MEMORANDUM

TO: Goshen Board of Public Works & Safety

FROM: Goshen Engineering

RE: **WWTP ANAEROBIC DIGESTER NO. 1
DUAL MEMBRANE COVER REPLACEMENT
LABOR STANDARDS SERVICES
(JN: 2024-0025)**

DATE: March 12, 2026

On March 6, 2026, the Engineering Department received a Time and Materials proposal for the above-referenced project, with a not-to-exceed amount of \$5,000.00.

We respectfully request that the Board of Public Works and Safety award the attached Labor Standards Administration contract to Mendenhall & Associates, LLC. The services provided by Mendenhall & Associates will ensure that we meet the State Revolving Loan Fund program requirements for this project.

The City of Goshen Engineering Department, with the assistance of Donohue & Associates, Inc. will oversee the construction-phase contract with R. Yoder Construction, Inc. to complete the WWTP Anaerobic Digester No. 1 Dual Membrane Cover Replacement Project. However, the department does not possess the specialized expertise needed to ensure full compliance with Davis-Bacon labor requirements as mandated by our SRF grant and loan agreements. Mendenhall will provide this critical support to ensure compliance on the City's behalf.

Requested Motion: Approve agreement with Mendenhall & Associates, LLC for Labor Standards Services on the WWTP Anaerobic Digester No. 1 Dual Membrane Cover Replacement Project in the amount of \$5,000.00.

**AGREEMENT WITH MENDENHALL & ASSOCIATES LLC
FOR LABOR STANDARDS ADMINISTRATION**

**WWTP ANAEROBIC DIGESTER NO. 1 DUAL MEMBRANE
COVER REPLACEMENT; CITY PROJECT NO. 2024-0025**

THIS AGREEMENT is entered into on March _____, 2026, which is the date of the last signature set forth on the signature page, by and between **Mendenhall & Associates, LLC** (“Contractor”), whose mailing address is P.O. Box 428, Arcadia, IN 46030, and **City of Goshen, Indiana** (“City”), a municipal corporation and political subdivision of the State of Indiana acting through the Goshen Board of Public Works and Safety.

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

Section 1. Component Parts of this Agreement

- (A) This Agreement shall include these terms and conditions, as well as the terms and conditions set forth in the Contractor’s Proposal dated March 6, 2026, and attached to this Agreement as Exhibit A.
- (B) Any inconsistency or ambiguity in this Contract shall be resolved by giving precedence in the following order:
 - (1) This Agreement, and Amendments; and
 - (2) Contractor’s Proposal.

Section 2. Scope of Services

Contractor shall provide City services to ensure this project is compliant with federal regulations concerning all aspects of Labor Standards to meet the Indiana Finance Authority’s SRF program requirements, which services are more particularly described in Contractor’s March 6, 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 receiving a fully executed copy of this Agreement.

Section 4. Compensation

- (A) City agrees to compensate Contractor the sum of Five Thousand Dollars (\$5,000.00) for performing all Duties. This is an estimate to be billed monthly, as needed, with project services estimated for twelve (12) months ending approximately March 2027. (See attached Exhibit A for further explanation.)

Section 5. Payment

- (A) City shall pay Contractor for all Duties satisfactorily completed under this agreement.
- (B) Contractor shall submit to City a detailed monthly invoice for Duties performed to the following address, or at such other address as City may designate in writing:

City of Goshen
c/o Engineering Department
204 East Jefferson Street, Suite 1
Goshen, IN 46528
Email is also acceptable at engineering@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, including electronic files, as instruments of professional service, (collectively “Documents”) prepared by Contractor or Contractor’s employees, agents or subcontractors under this agreement, shall become and remain the property of and may be used by City. Contractor may retain a copy of the Documents for its records.

Section 7. Licensing/Certification Standards

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

Section 8. Independent Contractor

- (A) Contractor shall operate as a separate entity and independent contractor of the City of Goshen. Any employees, agents or subcontractors of Contractor shall be under the sole and exclusive direction and control of Contractor and shall not be considered employees, agents or subcontractors of City. City shall not be responsible for injury, including death, to any

persons or damages to any property arising out of the acts or omissions of Contractor and/or Contractor's employees, agents or subcontractors.

- (B) Contractor understands that City will not carry worker's compensation or any other insurance on Contractor and/or Contractor's employees or subcontractors.
- (C) Contractor is solely responsible for compliance with all federal, state and local laws regarding reporting of compensation earned and payment of taxes. City will not withhold federal, state or local income taxes or any other payroll taxes.

Section 9. Non-Discrimination

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

Section 10. Employment Eligibility Verification

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

Section 11. Contracting with Relatives

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

Section 12. No Investment Activities in Iran

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

Section 13. Indemnification

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

Section 14. Insurance

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

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: Mendenhall & Associates, LLC
Attention: Tina M. Henderson
P.O. Box 428
Arcadia, IN 46030

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) Contractors agree to comply with all applicable federal, state, and local laws, rules, regulations, or ordinances. All contractual provisions legally required to be included are incorporated by reference.

- (B) Contractor agrees to obtain and maintain all required permits, licenses, registrations, and approvals, and shall comply with all health, safety, and environmental rules or regulations in the performance of the services. Failure to do so may be deemed a material breach of agreement.

Section 23. Miscellaneous

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

Section 24. Severability

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

Section 25. Binding Effect

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

Section 26. Entire Agreement

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

Section 27. Authority to Execute

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

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

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

Mendenhall & Associates, LLC

Gina M. Leichty, Mayor

Tina M. Henderson, President

Date Signed: _____

Date Signed: _____

**GOSHEN WWTP ANAEROBIC DIGESTER NO. 1 DUAL MEMBRANE COVER
REPLACEMENT PROJECT**

SCOPE OF WORK

Labor Standards Administration- \$5,000 to be billed monthly:

Mendenhall and Associates will ensure this project is compliant with federal regulations concerning all aspects of Labor Standards to meet the Indiana Finance Authority's SRF program requirements. We have based our fee on the total project cost of \$678,915.00 for the Goshen WWTP Anaerobic Digester No. 1 Dual Membrane Cover Replacement project, with an estimated total Labor Administrative Fee of \$5,000.00. This will be billed monthly, as needed, with project services estimated for 12 months (March 2027). Below is the scope work to be performed under labor standards administration services:

Scope of Work:

- Determine/ Review correct Wage Decision applicable to project.
- Request Conformance Rates from US Department of Labor, when applicable.
- Assist with and Attend Pre-Construction and/or Progress Meetings as needed or as requested.
- Obtain and review all required documentation related to Davis Bacon and help contractors and subcontractors to stay in compliance.
- Obtain and review all necessary State and Federal Forms from the Prime Contractor and all Subcontractors throughout the project.
- Distribute applicable job site posters to the prime contractor (Davis-Bacon poster, etc. as applicable).
- Validate all Prime/Sub-Contractors through www.Sam.gov to confirm federally funded project eligibility.
- Verify Fringe Benefit Funds of all contractors.
- Monitor weekly Contractor and Sub-Contractor Certified Payrolls.
- Resolve unsatisfactory payroll findings and report violations to Owner and SRF.
- Verify all apprentices on jobsite
- Conduct on-site employee interviews with at least 10% of each worker classification from each contractor.
- Provide frequent updates to the Owner, including certified payrolls, to comply with Internal Control requirements.
- Copy/supply complete project file to the owner at the end of the project.
- Attend any Audits/Inspections performed by State or Federal Agencies that may benefit from our attendance.
- Complete all reports or sections thereof regarding Davis-Bacon required by funding agency, including SRF Inspection Reports and Final Davis-Bacon Compliance report.

DBE/WBE Certification and Insurance Policy will be submitted upon Successful Award



**Engineering Department
CITY OF GOSHEN**

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

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

MEMORANDUM

TO: Board of Works and Safety and Stormwater Board

FROM: Goshen Engineering

RE: **COUNTY COURTS CONSOLIDATION PROJECT ROADWAY IMPROVEMENTS
(JN: 2021-0014)**

DATE: March 12, 2026

Attached please find Change Order No. 8 – A Balancing Change Order.

Change Order No. 8 reduces the amended contract price by \$285,990.06 making the final contract amount \$4,001,847.72. This amount is 3.93% under the bid amount of \$4,287,837.78 due to the previous change orders.

Contract amount as previously amended	\$4,287,837.78
Change Order No. 8	\$ -285,990.06
Revised contract amount	\$4,001,847.72

Suggested Motion: Move to approve the balancing Change Order No. 8 reducing the contract by \$285,990.06, for a final contract amount of \$4,001,847.72.

CHANGE ORDER FORM

Pg 1 of 11

Change Order No. 8

Date: 3/12/2026

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

OWNER: City of Goshen
PROJECT NAME: County Courts Consolidation Project Roadway Improvements
PROJECT NUMBER: 2021-0014
CONTRACTOR: Niblock Excavating, Inc.

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

Line item adjustments to serve as a balancing change order to close the project.

5	Concrete Pavement, Remove (Note: This balances the line item out)	-111.5 SYD	@ \$6.50	-----	-\$724.87
6	Curb Concrete, Remove (Note: This balances the line item out)	-15.5 LFT	@ \$6.50	-----	-\$100.79
7	Curb & Gutter, Concrete, Remove (Note: This balances the line item out)	109.2 LFT	@ \$6.50	-----	\$709.61
8	Abandonment of Sewers (Note: This balances the line item out)	-41.00 LFT	@ \$35.00	-----	-\$1,435.00
9	Sidewalk Concrete, Remove (Note: This balances the line item out)	313.87 SYD	@ \$7.50	-----	\$2,354.00
13	Manhole, Remove (Note: This balances the line item out)	1 EA	@ \$1,100.00	-----	\$1,100.00
14	Pipe, Remove (Note: This balances the line item out)	-23.5 LFT	@ \$30.00	-----	-\$705.00
15	End Section, Remove (Note: This balances the line item out)	-1 EA	@ \$250.00	-----	-\$250.00
17	Excavation, Unclassified (Note: This balances the line item out)	-1436 CYD	@ \$1.00	-----	-\$1,436.28
18	Borrow (Note: This balances the line item out)	-6163 CYD	@ \$1.00	-----	-\$6,163.00
19	Subgrade Treatment, Type II (Note: This balances the line item out)	-1587 SYD	@ \$13.75	-----	-\$21,817.14
20	Subgrade Treatment, Type III (Note: This balances the line item out)	-1012 SYD	@ \$1.00	-----	-\$1,012.00
				=	-\$29,480.48

CHANGE ORDER FORM

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Change Order No. 8
Date: 3/12/2026

22	Structure Backfill, Type 2 (Note: This balances the line item out)	-1126 CYD @ \$80.00	-----	-\$90,080.00
23	Flowable Backfill, Non-Removable (Note: This balances the line item out)	-18 CYD @ \$550.00	-----	-\$9,900.00
24	Geogrid, Type 1B (Note: This balances the line item out)	-3424 SYD @ \$1.00	-----	-\$3,423.87
25	Dense Graded Subbase (Note: This balances the line item out)	-18.2 CYD @ \$82.50	-----	-\$1,502.08
26	Compacted Aggregate, No. 53 (Note: This balances the line item out)	-278 TON @ \$37.50	-----	-\$10,408.43
27	Compacted Aggregate, No. 73 (Note: This balances the line item out)	-11 TON @ \$65.00	-----	-\$715.00
28	No. 5 Stone (Note: This balances the line item out)	-2162 TON @ \$1.00	-----	-\$2,161.86
29	Milling Asphalt, Scarification/Profile (Note: This balances the line item out)	326 SYD @ \$6.50	-----	\$2,116.54
30	HMA Surface, Type C (Note: This balances the line item out)	118 TON @ \$97.00	-----	\$11,467.34
31	HMA Intermediate, Type C (Note: This balances the line item out)	-224 TON @ \$83.50	-----	-\$18,675.61
32	HMA Base, Type C (Note: This balances the line item out)	316 TON @ \$78.50	-----	\$24,831.12
33	Joint Adhesive, Surface (Note: This balances the line item out)	-8134 LFT @ \$0.70	-----	-\$5,693.69
34	Joint Adhesive, Intermediate (Note: This balances the line item out)	-6858 LFT @ \$0.70	-----	-\$4,800.51
35	Liquid Asphalt Sealant (Note: This balances the line item out)	-9289 LFT @ \$0.15	-----	-\$1,393.35
36	Asphalt for Tack Coat (Note: This balances the line item out)	-8 TON @ \$1.00	-----	-\$7.86
37	PCCP for Roundabout Truck Apron, 10" (Note: This balances the line item out)	-15.3 SYD @ \$125.00	-----	-\$1,908.50
38	D-1 Contraction Joint (Note: This balances the line item out)	-327 LFT @ \$20.00	-----	-\$6,535.84
			=	-\$118,791.60

CHANGE ORDER FORM

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Change Order No. 8
Date: 3/12/2026

39	Sidewalk, Concrete, 4" (Note: This balances the line item out)	-3 SYD	@	\$62.50	_____	-\$164.88
40	Curb Ramp, Concrete (Note: This balances the line item out)	8 SYD	@	\$95.00	_____	\$758.77
41	Detectable Warning Surface (Note: This balances the line item out)	-2 SYD	@	\$485.00	_____	-\$773.09
42	Curb, Concrete 6" (Note: This balances the line item out)	6.29 LFT	@	\$35.00	_____	\$220.12
43	Curb & Gutter, Concrete (Note: This balances the line item out)	-292 LFT	@	\$30.00	_____	-\$8,760.00
44	Curb & Gutter, Concrete, Modified (Note: This balances the line item out)	170 LFT	@	\$35.00	_____	\$5,961.45
45	Concrete Center Curb, Type D, Modified (Note: This balances the line item out)	2 SYD	@	\$165.00	_____	\$303.93
47	Curb & Gutter, Concrete, Rolled Curb (Note: This balances the line item out)	1 LFT	@	\$35.00	_____	\$20.27
48	HMA for Drive Approaches, Type B (Note: This balances the line item out)	-49.11 TON	@	\$125.00	_____	-\$6,138.75
49	HMA for Approaches, Type C (Note: This balances the line item out)	-21 TON	@	\$125.00	_____	-\$2,600.00
50	PCCP for Approaches, 6" (Note: This balances the line item out)	406 SYD	@	\$82.50	_____	\$33,468.35
51	PCCP for Approaches, 9" (Note: This balances the line item out)	54 SYD	@	\$105.00	_____	\$5,689.74
52	Mailbox Assembly, Remove (Note: This balances the line item out)	-1 EA	@	\$75.00	_____	-\$75.00
54	Replacement Mailbox (Note: This balances the line item out)	-1 EA	@	\$195.00	_____	-\$195.00
55	Mailbox Post (Note: This balances the line item out)	-1 EA	@	\$215.00	_____	-\$215.00
58	Monument, B (Note: This balances the line item out)	-10 EA	@	1,400.00	_____	-\$14,000.00
59	Monument, C (Note: This balances the line item out)	-1 EA	@	\$925.00	_____	-\$925.00
					=	\$12,575.90

CHANGE ORDER FORM

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Change Order No. 8
Date: 3/12/2026

60	Monument, D (Note: This balances the line item out)	12 EA	@	\$270.00	-----	\$3,240.00
61	Riprap Revetment (Note: This balances the line item out)	-51 TON	@	\$80.00	-----	-\$4,093.60
62	Mobilization & Demob for Seeding (Note: This balances the line item out)	-1 EA	@	\$850.00	-----	-\$850.00
64	Mulch Seeding, U (Note: This balances the line item out)	7979 SYD	@	\$1.75	-----	\$13,963.01
66	Topsoil, 2 in. (Note: This balances the line item out)	-0.26 CYD	@	\$65.00	-----	-\$16.58
67	Sodding Nursery (Note: This balances the line item out)	-2 SYD	@	\$8.50	-----	-\$14.95
68	Detention Basin Seed Mix (Note: This balances the line item out)	-4 LBS	@	\$240.00	-----	-\$993.36
69	4' x 4' Scour Stop Transition Mat (Note: This balances the line item out)	15 EA	@	\$560.00	-----	\$8,168.72
70	Field Office, B (Note: This balances the line item out)	-18 MOS	@	\$3,850.00	-----	-\$69,300.00
71	Water Service, Adjust to Grade (Note: This balances the line item out)	-2 EA	@	\$950.00	-----	-\$1,900.00
72	Water Service, Remove & Plug Service (Note: This balances the line item out)	6 EA	@	\$435.00	-----	\$2,610.00
73	Pipe, A2000, PVC, 8" (Note: This balances the line item out)	-4 LFT	@	\$50.00	-----	-\$185.00
74	Pipe, A2000, PVC, 12" (Note: This balances the line item out)	-201 LFT	@	\$50.00	-----	-\$10,050.00
75	Pipe, C900, PVC, 12" (Note: This balances the line item out)	2 LFT	@	\$80.00	-----	\$171.68
76	Pipe, RCP, 12" (Note: This balances the line item out)	167 LFT	@	\$65.00	-----	\$10,850.32
77	Pipe, A2000, PVC, 15" (Note: This balances the line item out)	-12 LFT	@	70.00	-----	-\$840.00
78	Pipe, RCP, 15" (Note: This balances the line item out)	-28 LFT	@	\$70.00	-----	-\$1,944.46
					=	-\$51,184.22

CHANGE ORDER FORM

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Change Order No. 8
Date: 3/12/2026

79	Pipe, C900, PVC, 16" (Note: This balances the line item out)	19 LFT	@ \$95.00	-----	\$1,766.62
80	Pipe, RCP, 18" (Note: This balances the line item out)	-10 LFT	@ \$75.00	-----	-\$720.00
82	Pipe, RCP, 24" (Note: This balances the line item out)	2 LFT	@ \$95.00	-----	\$199.03
83	HMA for Structure Installation, Type C (Note: This balances the line item out)	-3 TON	@ \$350.00	-----	-\$1,050.00
84	Geotextile for Riprap, Type 1A (Note: This balances the line item out)	-30 SYD	@ \$6.00	-----	-\$180.00
85	Pipe End Section, Diameter 12" (Note: This balances the line item out)	4 EA	@ \$750.00	-----	\$3,000.00
86	Pipe End Section, Diameter 15" (Note: This balances the line item out)	-1 EA	@ \$850.00	-----	-\$850.00
89	Casting, Inlet, Adjust to Grade (Note: This balances the line item out)	-3 EA	@ \$1,950.00	-----	-\$5,850.00
90	Casting, Manhole, Adjust to Grade (Note: This balances the line item out)	-2 EA	@ \$1,950.00	-----	-\$3,900.00
91	Casting, Water Valve, Adjust to Grade (Note: This balances the line item out)	-9 EA	@ \$850.00	-----	-\$7,650.00
92	Inlet Type E-7 (Note: This balances the line item out)	-1 EA	@ \$2,500.00	-----	-\$2,500.00
94	Manhole Type C-8 (Note: This balances the line item out)	-1 EA	@ \$3,500.00	-----	-\$3,500.00
97	30" Round Inlet with 24" Sol. Storm Casting (Note: This balances the line item out)	1 EA	@ \$2,000.00	-----	\$2,000.00
101	30" Catch Basin with 24" Sol. Storm Casting (Note: This balances the line item out)	-1 EA	@ \$2,000.00	-----	-\$2,000.00
102	48" Catch Basin with 24" Sol. Storm Casting (Note: This balances the line item out)	1 EA	@ \$3,500.00	-----	\$3,500.00
103	48" Catch Basin with Curb Casting (Note: This balances the line item out)	1 EA	@ 4,500.00	-----	\$4,500.00
104	48" Manhole with 24" Sol. Storm Casting (Note: This balances the line item out)	-3 EA	@ \$3,500.00	-----	-\$10,500.00
				=	-\$23,734.36

CHANGE ORDER FORM

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Change Order No. 8
Date: 3/12/2026

105	Core Structure (Note: This balances the line item out)	-1 EA	@ \$750.00	-----	-\$750.00
106	Water Main, DI, CL 50, 6" (Note: This balances the line item out)	15 LFT	@ \$95.00	-----	\$1,395.27
107	Water Main, DI, CL 50, 8" (Note: This balances the line item out)	-40 LFT	@ \$105.00	-----	-\$4,200.00
108	Pipe Plug (Note: This balances the line item out)	-1 EA	@ \$275.00	-----	-\$275.00
109	Fire Hydrant Assembly, Remove & Reloc. (Note: This balances the line item out)	-1 EA	@ \$4,500.00	-----	-\$4,500.00
110	Fire Hydrant Assembly, Adjust to Grade (Note: This balances the line item out)	-1 EA	@ \$1,500.00	-----	-\$1,500.00
111	Casting, Gate Valve Box, Adjust to Grade (Note: This balances the line item out)	1 EA	@ \$850.00	-----	\$850.00
112	Road Closure Sign Assembly (Note: This balances the line item out)	-2 EA	@ \$350.00	-----	-\$700.00
113	Temp. Pavement Marking, Removable 4" (Note: This balances the line item out)	-2380 LFT	@ \$1.50	-----	-\$3,570.00
114	Temp. Transv. Pavement Mkg., Rem. 24" (Note: This balances the line item out)	76 LFT	@ \$11.25	-----	\$852.73
115	Detour Route Marker Assembly (Note: This balances the line item out)	-48 EA	@ \$165.00	-----	-\$7,920.00
116	Construction Sign, A (Note: This balances the line item out)	-15 EA	@ \$285.00	-----	-\$4,275.00
117	Construction Sign, B (Note: This balances the line item out)	-2 EA	@ \$115.00	-----	-\$230.00
118	Flashing Arrow Sign (Note: This balances the line item out)	-5 DAY	@ \$16.00	-----	-\$80.00
121	Sign, Sheet, Remove (Note: This balances the line item out)	-4 EA	@ \$90.00	-----	-\$360.00
122	Sign Post, Sq., Type 1, Rein. Anchor Base (Note: This balances the line item out)	-60 LFT	@ 32.50	-----	-\$1,950.00
123	Sign Post, Sq., Type 2, Rein. Anchor Base (Note: This balances the line item out)	-28 LFT	@ \$30.00	-----	-\$840.00
				=	-\$28,052.01

CHANGE ORDER FORM

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Change Order No. 8
Date: 3/12/2026

124	Sign, Sheet, Relocate (Note: This balances the line item out)	-3 EA	@	\$300.00	-----	-\$900.00
125	Sheet Sign with Legend 0.080 in. (Note: This balances the line item out)	27 SFT	@	\$29.50	-----	\$796.50
126	Sheet Sign with Legend, Dbl Faced, 0.1 in. (Note: This balances the line item out)	-7 SFT	@	\$43.50	-----	-\$304.50
127	Sheet Sign with Legend, 0.1 in. (Note: This balances the line item out)	27 SFT	@	\$32.00	-----	\$876.16
133	Conduit, PVC, 2 in., Schedule 80 (Note: This balances the line item out)	288 LFT	@	\$21.50	-----	\$6,195.81
135	Conduit, PVC, 2 in., Schedule 40 (Note: This balances the line item out)	41 LFT	@	\$15.25	-----	\$625.25
141	Signal Cable, Service, Copper, 3c/8 GA (Note: This balances the line item out)	15 LFT	@	\$4.35	-----	\$65.25
142	Signal Cable, Rdwy Loop, Copper, 1c/14 GA (Note: This balances the line item out)	-18 LFT	@	\$0.60	-----	-\$10.80
143	Signal Cable, Control, Copper, 3c/14 GA (Note: This balances the line item out)	170 LFT	@	\$3.25	-----	\$552.50
144	Signal Cable, Control, Copper, 5c/14 GA (Note: This balances the line item out)	195 LFT	@	\$4.35	-----	\$848.25
145	Signal Cable, Control, Copper, 7c/14 GA (Note: This balances the line item out)	123 LFT	@	\$4.85	-----	\$596.55
146	Signal Cable, Control, Copper, 9c/14 GA (Note: This balances the line item out)	24 LFT	@	\$5.45	-----	\$130.80
147	Signal Cable, Detect Lead-In, Cu, 2c-16 GA (Note: This balances the line item out)	2628 LFT	@	\$2.60	-----	\$6,832.80
149	Saw Cut for Roadway Loop Det & Sealant (Note: This balances the line item out)	26 LFT	@	\$10.95	-----	\$279.84
152	Line, Remove (Note: This balances the line item out)	500 LFT	@	\$1.25	-----	\$625.00
153	Line, Multi-Comp, Solid, White, 4 in. (Note: This balances the line item out)	231.64 LFT	@	0.60	-----	\$138.98
154	Line, Multi-Comp, Solid, Yellow, 4 in. (Note: This balances the line item out)	366 LFT	@	\$0.60	-----	\$219.67
					=	\$17,568.06

CHANGE ORDER FORM

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Change Order No. 8
Date: 3/12/2026

155	Line, Multi-Comp, Broken, Yellow, 4 in. (Note: This balances the line item out)	-6 LFT	@ \$1.15	-----	-\$6.58
156	Transverse Mkg., Crosshatch, Yellow, 12 in. (Note: This balances the line item out)	93 LFT	@ \$11.25	-----	\$1,041.59
157	Line, Multi-Comp, Solid, White, 6 in. (Note: This balances the line item out)	410 LFT	@ \$1.05	-----	\$430.50
158	Transverse Mkg., Stop Line, White, 24 in. (Note: This balances the line item out)	-3 LFT	@ \$14.50	-----	-\$45.43
159	Line, Multi-Comp, Solid, Yellow, 6 in (Note: This balances the line item out)	-26 LFT	@ \$1.05	-----	-\$27.30
160	Line, Multi-Comp., Broken, White, 6 in. (Note: This balances the line item out)	-20 LFT	@ \$1.40	-----	-\$28.00
161	Pavement Mkg., Multi-Comp Lane Arrow (Note: This balances the line item out)	-2 EA	@ \$285.00	-----	-\$570.00
162	Transverse Mkg., Crosswalk Line, White 24 (Note: This balances the line item out)	-12 LFT	@ \$14.50	-----	-\$173.10
163	Line, Multi-Comp, Dotted, White, 4 in. (Note: This balances the line item out)	-119 LFT	@ \$2.65	-----	-\$315.35
164	Transverse Mkg., Yield Line, White, 24 in. (Note: This balances the line item out)	-11 LFT	@ \$32.00	-----	-\$355.14
165	Grooving for Pavement Markings (Note: This balances the line item out)	3308 LFT	@ \$0.60	-----	\$1,984.82
166	Line, Multi-Comp, Broken, Yellow, 6 in. (Note: This balances the line item out)	-40 LFT	@ \$1.40	-----	-\$56.00
167	Snowplowable Raised Pavement Marker (Note: This balances the line item out)	-40 EA	@ \$60.00	-----	-\$2,400.00
169	Construction Notice Board (Note: This balances the line item out)	-1 EA	@ \$350.00	-----	-\$350.00
171	Fiber Optic Conduit, HDPE, 1.5 in. (Note: This balances the line item out)	-349 LFT	@ \$7.65	-----	-\$2,671.14
172	Junction Box (Note: This balances the line item out)	-1 EA	@ 1,165.00	-----	-\$1,165.00
173	4 ft Pedestal Pole and Foundation (Note: This balances the line item out)	1 EA	@ \$3,266.76	-----	\$3,266.76
				=	-\$1,439.35

CHANGE ORDER FORM

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Change Order No. 8
Date: 3/12/2026

175	Land Fill Tipping Fees (Note: This balances the line item out)	-4022 Hrs	@ \$13.50	-----	-\$54,302.40
176	Equipment and Labor to push material at (Note: This balances the line item out)	-20 TON	@ \$250.00	-----	-\$5,000.00
190	Red Concrete Color Additive- Truck Apron (Note: This balances the line item out)	-15 SYD	@ \$23.45	-----	-\$358.53
210	Water Service Line, 1 in. (Note: This balances the line item out)	-31 LFT	@ \$64.00	-----	-\$1,990.08
220	Pipe, Sanitary Sewer, Diameter 6 in. (Note: This balances the line item out)	-20.0 LFT	@ 90.00	-----	-\$1,800.99
				=	-\$63,452.00

Total of Pages 1-9 -\$285,990.06

CHANGE ORDER FORM

II. ADJUSTMENTS IN AMOUNT OF CONTRACT

1. Amount of original contract	\$4,165,762.30
2. Net (Addition/ Reduction) due to all Previous Contract Supplements Numbers 1 to <u>7</u>	\$122,075.48
3. Amount of Contract, not including this supplement	\$4,287,837.78
4. Addition /Reduction to Contract due to this supplement	(\$285,990.06)
5. Amount of Contract, including this supplemental	\$4,001,847.72
6. Total (Addition/ Reduction) due to all Change Orders (Line 2 + Line 4)	(\$163,914.58)
7. Total percent of change in the original contract price Includes Change Order No. 1 to <u>8</u> (Line 6 divided by Line 1)	-3.93%

III. CONTRACT SUPPLEMENT CONDITIONS

1. The contract completion date established in the original contract or as modified by previous Contract Supplement(s) is hereby **extended/reduced** by 0 calendar days, making the final completion date N/A.

2. Any additional work to be performed under this Contract supplement will be carried out in compliance with the specifications included in the preceding Description of Work Involved, with the supplemental contract drawing designed as X-2431, and under the provisions of the original contract including compliance with applicable equipment specifications, general specifications and project specifications for the same type of work.

3. This Contract Supplement, unless otherwise provided herein, does not relieve the contractor from strict compliance with the guarantee provisions of the original contract, particularly those pertaining to performance and operation of equipment.

4. The contractor expressly agrees that he will place under coverage of his Performance and Payment Bonds and contractor's insurance, all work covered by this Contract Supplement. The contractor will furnished to the owner evidence of increased coverage of this Performance and Payments bonds for the accrued value of all contract supplements, which exceed the original contract price by twenty (20) percent.

CHANGE ORDER FORM

RECOMMENDED FOR ACCEPTANCE

Dustin Sailor, P.E.
Director of Public Works

ACCEPTED: REDEVELOPMENT
CITY OF GOSHEN, INDIANA

BY: _____
Becky Hutsell, Redevelopment Director

ACCEPTED: BOARD OF PUBLIC WORKS
CITY OF GOSHEN, INDIANA

Mayor

Member

Member

Member

Member

Member

ACCEPTED: CONTRACTOR

Niblock Excavating, Inc.

BY: _____
Signature of authorized representative

Printed

Title



**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 2058 AND 2060 WHISPERING PINES**

DATE: March 12, 2026

The Stormwater Department requests the approval of an Agreement for the Completion of Construction for the homes at 2058 and 2060 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 Whiping Pines.

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

THIS AGREEMENT is entered into on March 12, 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: 2058 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 being a different species than adjacent unit.

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:

Greencroft Garden

Signature: *Troy Handrich*

Printed: Troy Handrich

Title (if any): Dir of Facilities

Date: 3/9/2026

Signature: _____

Printed: _____

Title (if any): _____

Date: _____

Builder:

Signature: _____

Printed: _____

Title: _____

Date: _____

Goshen:

Gina Leichthy, 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 March 12, 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: 2060 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 2700 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 being a different species than adjacent unit.

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.

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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

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Permittee¹:

Property Owner:
Greencraft Goshen

Signature: Troy Handrich
Printed: Troy Handrich
Title (if any): Dir of Facilities
Date: 3/9/2028

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.