



City of Goshen Board of Public Works & Safety

Agenda for Claims Review/Approval Meeting

4:00 p.m., APRIL 16, 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 Leichty

Approval of Minutes: March 26, 2026 Board meeting

Approval of Agenda

1) Engineering Department request: Sign the INDOT Notification of Contractors Award Letter and electronically sign INDOT/LPA contract for the 2026-2 CCMG award

2) Engineering Department request: Approve the contract with Niblock Excavating for the 2026 Asphalt Paving project B in the amount of \$5,979,879.30

3) Engineering Department request: Reinstate the Board's drainage plan approval for the Crossing Phase 2, with the understanding that D.R. Horton will submit revised drainage plans for Phase 3 for the City's review and future Board consideration

4) Legal Department request: Approve an amendment to an agreement between State Office of Energy Development and the City of Goshen for the City Annex Re-Roof Project

Privilege of the Floor

Approval of Civil City and Utility Claims

Adjournment

Link to the archived recordings – organized in a playlist by meeting:
<https://www.youtube.com/@cityofgoshenindiana2605/playlists>



**CITY OF GOSHEN BOARD OF PUBLIC WORKS & SAFETY
MINUTES OF MARCH 26, 2026 REGULAR MEETING**

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

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

Absent: None

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

REVIEW/APPROVE MINUTES: Mayor Leichty presented the minutes of the March 12 and March 19, 2026 Board meetings, as prepared by the Clerk-Treasurer, for approval. Board member Mary Nichols made a motion to approve the minutes as presented. Board member Orv Myer seconded the motion. The motion passed 5-0.

REVIEW/APPROVE AGENDA: Mayor Leichty presented the agenda as prepared by the Clerk-Treasurer with the addition of one item: #8, *Engineering Department request: Approve and authorize the Mayor to sign the Financial Commitment Letter to be submitted to the Indiana Department of Transportation during the Community Crossing Matching Grant application.* Board member Nichols made a motion to approve the agenda as amended. Board member Myers seconded the motion. The motion passed 5-0.

1) Rieth-Riley Construction request: Approve night-time paving and milling and other road operations on U.S. 33, from the Elkhart River to Ferndale Road, through August 2026

Garrett VanParys, a Project Manager for Rieth Riley Construction Co., Inc., asked the Board to approve night-time paving and milling and related road repair operations for an upcoming project on U.S. 33, from the Elkhart River to Ferndale Road, from March 23 through August 28, 2026.

"We are requesting to pave, at nighttime hours, due to the depth of the road we're cutting, six-inch depth, just to improve quality and safety out there. It's a very busy road there, as I think everyone knows," VanParys said. "With the size of that cut mitigating how much traffic is out there and how much disturbance we do, especially with all the businesses out there, is kind of our kind of main concern there. So, we figured the best, best route there to go is paving there at night."

In a memorandum to the Board, VanParys wrote that the six-inch milling and six-inch asphalt placement will occur from 7 p.m. to 7 a.m. He wrote, "There will be minor disruptions when the machines and equipment are running right in front of drives, but we will have flaggers and signage directing traffic."

VanParys also wrote that traffic will be restricted to one lane at a time with lane restrictions being lifted at the end of the working hours. No work will be done during federal holidays. In addition, no work will occur on Memorial Day weekend starting at noon on the Friday before, as well as July 3-July 5.

There were no questions or comments from Board members.

To perform paving and building operations for the road upgrade, Nichols/Myers made a motion to approve the U.S. 33 road projects to happen during the nighttime hours, 7 p.m. to 7 a.m. The motion passed 5-0.

2) Legal Department request: Approve agreement with the City of Elkhart for Stormwater Education Programs, through 2028, at a cost of \$750 per educational program

Shannon Marks, the Legal Compliance Administrator for the City Legal Department, recommended that the Board approve and ratify the Mayor's execution of an agreement with the City of Elkhart for Stormwater Education Programs.

Marks said Elkhart's Aquatic Biology Department has provided stormwater educational programs for the City of Goshen for several years under prior agreements.



These programs have been offered to a variety of audiences at locations such as Goshen Community Schools, Bethany Christian School, Goshen College, and other public events in Goshen.

Under this Agreement, **Marks** said the Elkhart Aquatic Biology Department will provide up to 10 educational programs each year at locations within the City. Goshen will pay Elkhart \$750 per educational program provided, which is the same rate charged in previous years.

Marks said the initial term of this agreement is from 2026 through 2028. After that, the agreement will automatically renew under the same terms and conditions unless either party provides notice of its intent to not renew and thereby terminates the agreement.

Mayor Leichty asked if the Legal Department or the Engineering Department had received an annual report on the Stormwater Education Program activities for last year.

City Director of Public Works & Utilities Dustin Sailor said **City Stormwater Coordinator Jason Kauffman** receives those reports which will be reflected in his annual. The **Mayor** asked for copies to be provided to the Board.

Nichols/Myers made a motion to approve and ratify the Mayor's execution of the agreement with the City of Elkhart for Stormwater Education Programs. The motion passed 5-0.

After the vote, **Mayor Leichty** asked if the Board could approve a two-year contract because doing so would be contingent on receiving funding for the following year. **Assistant City Attorney Don Shuler** said approval of a two-year contract is allowed and that if the budget falls short, the contract could be terminated or amended.

3) Engineering Department request: 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 (this agenda item was tabled from March 12 meeting)

City Director of Public Works & Utilities Dustin Sailor said the Board previously considered and tabled a Time and Materials proposal for the WWTP Anaerobic Digester No. 1 Dual Membrane Cover Replacement Project with a not-to-exceed amount of \$5,000.

Sailor said the language of the agreement with Mendenhall & Associates, LLC, has now been clarified with definitive wording stating that the agreement is for a total expenditure not-to-exceed \$5,000.

In a March 24, 2026 memorandum to the Board, **Sailor** requested that the Board award the Labor Standards Administration contract to Mendenhall & Associates, LLC. The services provided by Mendenhall & Associates will ensure that the City meets Davis-Bacon labor standards as required by the State Revolving Loan Fund program. Mendenhall will invoice for initial services associated with the Pre-construction meeting held this month, but the remainder of their work will not occur until the new digester cover is installed in the first quarter of 2027.

Nichols/Myers made a motion to approve an 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. The motion passed 5-0.

4) Engineering Department request: Approve signing the no cost CHANGE ORDER N0.1 to the agreement with R. Yoder Construction, Inc. for the WWTP Digester #1 Cover Replacement project

City Director of Public Works & Utilities Dustin Sailor said that on Jan. 22, 2026, the City received a proposal for an alternative Digester Cover manufactured by WesTech rather than the specified cover manufactured by Evoqua for the WWTP Digester #1 Cover Replacement project.

Sailor said the cover manufactured by WesTech is offered by R. Yoder Construction, Inc. at no increase in cost. Following a thorough engineering review, **Sailor** said project engineer, Donohue, and the City Engineering Department recommend accepting the alternate cover manufacturer.

Nichols/Myers made a motion to approve signing the no cost CHANGE ORDER N0.1 to the agreement with R. Yoder Construction, Inc. for the WWTP Digester #1 Cover Replacement project. The motion passed 5-0.



5) Engineering Department request: Approve the Professional Services consultant contract with United Consulting for the Bridge Improvements Design Work project for a not-to-exceed amount of \$64,400
City Civil Engineer Brad Minnick told the Board that the Engineering Department received proposals from two consultants in response to the Goshen Bridge Improvements Design Work RFP, due Feb. 27, 2026.

Minnick said a scoring team evaluated each proposal based upon the RFP's review process and has chosen United Consulting as the highest-scoring consultant. United Consulting has submitted a fee proposal for the estimated 1.5-year duration of the Bridge Improvements Design Work project, for a total amount not-to-exceed \$64,400.

Minnick said the anticipated cost impacts are \$34,100 for work completed on or before Oct. 15, 2026 and the remaining \$30,300 to be completed on or before Oct. 15, 2027. This contract will be paid based on negotiated labor rates, as detailed in the contract.

By way of background, **Minnick** said, "The contract that you previously approved was a predecessor and informs the design work that's before you, in terms of a sequence of operations. And then following, there'll be eventually a construction contract to execute. The inspections tell us what to do. The design tells us how to do it, and then eventually the contractor will perform that work. So, this is step two in a three-step process."

Nichols/Myers made a motion to approve the Professional Services consultant contract with United Consulting for the Bridge Improvements Design Work project for a not-to-exceed amount of \$64,400. The motion passed 5-0.

6) Engineering Department request: Approve balancing Change Order No. 2 for the College Avenue Sewer Encasement project, increasing the contract \$21,382, for a final contract amount of \$211,911

City Engineering Project Manager Andrew Lund presented Change Order No. 2 to increase the current contract price \$21,382, making the final contract amount \$211,911, a 11.2% increase over the original contract of \$190,529.

Lund said the contract price increased because groundwater levels encountered during the project were higher than what was understood at the time of bidding from soil borings and therefore additional work and time were required for dewatering beyond what was anticipated. He said Change Order No. 2 also includes costs for additional clean backfill material required due to unsuitable native soils and a wider-than-anticipated trench, which was necessary to preserve existing utilities near the proposed sanitary sewer and to provide space for welding steel casing pipe sections in the trench.

Original contract amount	\$190,529
Change Order No. 1	0.00
Change Order No. 2	\$ 21,382
Revised contract amount	\$211,911

Nichols/Myers made a motion to approve balancing Change Order No. 2 for the College Avenue Sewer Encasement project, increasing the contract \$21,382, for a final contract amount of \$211,911. The motion passed 5-0.

7) Engineering Department request: Accept the drainage plan for the HHI Kercher Road, Properties 24, LLC. Subdivision, as prepared by the developer's Indiana-licensed professional engineer, with the acknowledgment that the City does not guarantee the performance of the drainage system and assumes no liability for any failure of the design

City Director of Public Works & Utilities Dustin Sailor said that pursuant to Ordinance No. 3196, Section 512 of the Goshen Subdivision Control Ordinance, the City Engineering Department reviewed the drainage plan for the HHI Kercher Rd. Properties 24, LLC Subdivision on behalf of the Board of Public Works and Safety.



Based on this review, **Sailor** said the Engineering Department determined that the proposed drainage improvements are adequate to manage on-site runoff generated by a 1-hour, 100-year storm event, equivalent to approximately three inches of rainfall over 24 hours.

Sailor said the subdivision consists of two lots located east of Lincolnway East (U.S. 33), north of Kercher Road, and west of Supreme Court Drive. Lot 1 (4.48 acres) is proposed for development as a convenience store and fueling station and will utilize an underground infiltration gallery for stormwater management. Lot 2 (3.08 acres) is planned for clearing and redevelopment, with no initial vertical development proposed. Stormwater for Lot 2 will be managed through a retention basin. In total, the two lots will provide approximately 1.18 acre-feet of stormwater storage. The Engineering Department recommended that the Board accept the drainage plan for the proposed subdivision, with the understanding that the department's review is limited to general conformance with accepted engineering practices. **Sailor** said acceptance of the drainage plan by the City does not guarantee that the system will function as intended, nor does it imply that the City assumes any liability for design deficiencies or failures. **Sailor** said any concerns or issues related to the design or performance of the drainage improvements must be directed to the developer's licensed professional(s).

Nichols/Myers made a motion to accept the drainage plan for the HHI Kercher Rd. Properties 24, LLC. Subdivision, as prepared by the developer's Indiana-licensed professional engineer, with the acknowledgment that the City does not guarantee the performance of the drainage system and assumes no liability for any failure of the design. The motion passed 5-0.

8) Engineering Department request: Approve and authorize the Mayor to sign the Financial Commitment Letter to be submitted to the Indiana Department of Transportation (INDOT) during the Community Crossing Matching Grant application

City Civil Engineer Brad Minnick said the City of Goshen applied for the Community Crossings Matching Grant (CCMG) Fund through the Indiana Department of Transportation (INDOT) in which the City can be awarded up to \$1,000,000 on Oct. 30, 2026.

In response to INDOT's request on March 25, 2026, **Minnick** said the city of Goshen's Financial Commitment Letter has been revised to include the total estimated construction cost and a revised local share amount. He said to be eligible for the CCMG Award, a Financial Commitment Letter must be signed by **Mayor Gina Leichty** and resubmitted to INDOT, stating that Goshen will meet the financial match requested in the amount of \$1,146,445. INDOT's CCMG Award amount remains at 50% of eligible project costs, up to \$1,000,000.

Nichols/Myers made a motion to approve and authorize the Mayor to sign the Financial Commitment Letter to be submitted to INDOT during Community Crossing Matching Grant application. Motion passed 5-0.

NOTE: This was an added agenda item presented with a two-page memorandum (EXHIBIT #1).

9) Stormwater Management Department request: Accept the post-construction stormwater management plan for Dave Carter & Associates Amendment #2 as it meets the requirements of City Ordinance 5228

City Director of Public Works & Utilities Dustin Sailor said the developer of Dave Carter & Associates, affecting one (1) or more acres of land and located at 2434 Century Drive, has submitted a sufficient post-construction stormwater management plan amendment that is compliant with Ordinance 5228, "Stormwater Management."

Sailor said this amendment covers both a building addition constructed in 2021, and a parking expansion to be constructed in 2026. This is amendment #2 to the original PCSMP, which was accepted on July 22, 2013, and amendment #1, which was accepted on July 22, 2019.

Nichols/Myers made a motion to accept the post-construction stormwater management plan for Dave Carter & Associates Amendment #2 as it has been found to meet the requirements of City Ordinance 5228. The motion passed 5-0.



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

At 4:19 p.m., Mayor Leichty opened Privilege of the Floor.

City Engineering Project Manager Andrew Lund announced that earlier in the week Norfolk Southern informed City staff of the closure of some railroad crossings, including Peddler's Village Road, First Street, Lincoln Avenue and Monroe Street, starting about April 14 on the main line, which is also known as the Chicago line tracks.

Lund said the City doesn't have many details yet but said each crossing will probably be closed for three to four days each. He said that the City will be preparing a closure schedule with Norfolk Southern, especially for Lincoln and Monroe streets, and will be circulating it to residents because of the expected impact on motorists.

At 4:20 p.m., Mayor Leichty recessed the Board of Public Works & Safety meeting and convened a Compliance Review Hearing for City Building Commissioner Orders.

COMPLIANCE REVIEW HEARING FOR BUILDING COMMISSIONER ORDER

4:00 p.m., March 26, 2026

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

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

10) Compliance Review Hearing for the May 2, 2025 and Sept. 26, 2025 City Building Commissioner Orders requiring various repairs for full compliance under Goshen City Code for seven apartment units at 1705 Westplains Drive (Cecil Bontreger, property owner)

Mayor Leichty convened the hearing for agenda item #10 at 4:20 p.m.

BACKGROUND;

In a March 26, 2026 memorandum to the Board, **Assistant City Attorney Don Shuler** informed the **Board** that an unsafe building compliance review hearing was scheduled March 26 for the property located at 1705 Westplains Drive. Attached to Shuler's one-page memo was an Unsafe Building Enforcement Authority Order for Compliance Hearing for four Unsafe Building Enforcement Authority Orders issued May 2, 2026 and three Unsafe Building Enforcement Authority Orders issued Sept. 26, 2025.

Shuler wrote that, "An Order of the City of Goshen Building Commissioner was issued for seven (7) different units within the residential apartment building at 1705 Westplains Drive. The Orders for Units 5-101, 5-102, 5-201, and 5-202 were issued on May 2, 2025; the Orders for Units 5-301, 5-302, and 7-102 were issued on Sept. 26, 2025. Each of these Orders required various repairs to be made to bring each rental unit into full compliance (with) the requirements under Goshen City Code to be occupied."

Shuler wrote that the Building Commissioner issued an Order for a Compliance Hearing for all seven (7) units on March 13, 2026 and scheduling the March 26 hearing.

Shuler wrote that at the hearing, the Board could receive reports, evidence, and arguments from the Building Department, the property owner, City staff, and any other individual wishing to speak to the property and the individual units.

Based on the findings the Board could then:

- 1. Continue the matter for further review.**
- 2. Modify the Order.**
- 3. Rescind the order.**



4. **Affirm the Order and, if warranted, impose a civil penalty if the Board specifically finds that there has been a willful failure to comply.**
 5. **Take any other action permitted by law to address the unsafe premises, such as authorizing action for receivership or other legal action.**
- Shuler wrote that for any action resulting in an Order, the Board should make specific findings in support.**

On March 13, 2026, **City Building Commissioner Myron Grise issued an order for an Unsafe Building Enforcement Authority Compliance Hearing for March 26, 2026** to review compliance with the Building Commissioner's Orders issued May 2, 2025 and Sept. 26, 2025 concerning the property and unsafe building at 1705 Westplains Drive.

Grise wrote that orders were issued and served by the City of Goshen Building Commissioner on May 2, 2025, pursuant to the Indiana Unsafe Building Law, I.C. § 36-7-9-1 et seq., and the City of Goshen Neighborhood Preservation Ordinance, Goshen City Code § 6.3.1, for the following residential units within the structure located on the property:

- **1705 West Plains Drive, Unit 101**
- **1705 West Plains Drive, Unit 102**
- **1705 West Plains Drive, Unit 201**
- **1705 West Plains Drive, Unit 202**

Grise wrote that the following orders were issued and served by the City of Goshen Building Commissioner on Sept. 26, 2025, pursuant to the Indiana Unsafe Building Law, I.C. § 36-7-9-1 et seq., and the City of Goshen Neighborhood Preservation Ordinance, Goshen City Code § 6.3.1, for the following residential units within the structure located on the property:

- **1705 West Plains Drive, Unit 301**
- **1705 West Plains Drive, Unit 302**
- **1707 West Plains Drive, Unit 102**

Commissioner Grise's May 2, 2025 orders required the Property Owner to complete the necessary actions and repairs to bring the respective residential unit into compliance with the minimum housing standards that permit human habitation, occupancy, or use under the Neighborhood Preservation Ordinance. Said required actions and repairs included, among other things:

- **Repair and/ or replacement of torn and missing floor coverings;**
- **Securing and making weather tight all foundations, floors, walls, ceilings, and roofs, including all windows and doors;**
- **Repair and/ or replacement of necessary systems to provide each unit with operable electrical, mechanical, heating, and plumbing systems;**
- **Repair and/ or replacement of damaged and rotted windows and window trim; and**
- **Such additional unit-specific repairs as set forth in each respective Order.**

The May 2, 2025 Orders required completion of the above actions and repairs, or substantial progress toward completion, within 45 days of service. Following the expiration of the compliance period for the May 2, 2025 Orders without compliance, the Building Commissioner imposed civil penalties pursuant to I.C. § 36-7-9-7.5 in the amount of \$2,500 against the Property owner for each of the four units subject to those Orders, for a total of \$10,000. Said civil penalties were assessed as special assessments against the Property and collected with property taxes pursuant to I.C. §§ 36-7-9-7.5(d) and 36-7-9-13 .5. Notwithstanding the imposition and collection of said civil penalties, the Property Owner has not taken sufficient remedial action with respect to any of the units subject to the May 2, 2025 Orders.



The Sept. 26, 2025 Orders required the Property Owner to complete the necessary actions and repairs to bring each respective residential unit into compliance with the minimum housing standards that permit that human habitation, occupancy, or use under the Neighborhood Preservation Ordinance, including attaining all required permits and inspections. Said required actions and repairs included:

- Repair, replacement, and/ or restoration of operable electrical, gas, plumbing, water heating, and heating systems;
- Repair and/ or replace torn, damaged, stained, or failing flooring and subfloor materials; and
- Such additional unit-specific repairs as set forth in each respective Order.

The Sept. 26, 2025 Orders required completion of the above actions and repairs, or substantial progress toward completion, within 30 days of service. Each of the Orders became final without a hearing being requested by the Property Owner or any person holding an interest in the Property.

In addition to the units that are the subject of the Orders identified above, the Building Commissioner has inspected the Property and determined that the remaining vacant residential units within the structure at the Property being Units 202, 301, and 302 at 1707 Westplains, and Units 101, 102, 201, 202, 301, and 302 at 1709 Westplains are in substantially the same condition as the units identified above, with none of said units maintaining operable electrical, plumbing, heating, or mechanical systems, and none being maintained in a manner that would permit human habitation, occupancy, or use under the Neighborhood Preservation Ordinance.

The Property as a whole has not been maintained in compliance with the minimum standards for structures required for purposes of health and safety under I.C. § 36-7-9-4. The condition of the Property has contributed to nuisance conditions and has required the provision of local government services in excess of those required by ordinary properties.

As of the date of this Order, the Building Commissioner has determined that the Property Owner has not provided evidence of compliance with any of the Orders identified above.

Grise wrote that during the hearing the Hearing Authority may:

- (1) Confirm compliance if evidence is presented that the necessary actions and repairs have been completed;
- (2) Confirm non-compliance with the Orders and issue a continuous enforcement order pursuant to I.C. 36-7-9-7(g);
- (3) Confirm non-compliance and authorize the Building Commissioner to proceed with appropriate remedial action under Indiana Code §§ 36-7-9- 10 or -11;
- (4) Confirm non-compliance with the Orders and authorize the Building Commissioner to proceed with civil action under I.C. § 36-7-9-17, including seeking the appointment of a receiver for the entire Property pursuant to I.C. §§ 36-7-9-20 or 36-7-9-20.5;
- (5) Issue a civil penalty in an amount not to exceed \$5,000 per Order upon a finding of willful failure to comply with each such Order, pursuant to I.C. § 36-7-9-7(e), provided that any such civil penalty must be separately imposed as to each Order and the unit that is the subject thereof, upon a finding that: significant work on the premises to comply with the affirmed Building Commissioner's Order has not been accomplished; the premises have a negative effect on property values or the quality of life of the surrounding area; or the premises require the provision of services by local government in excess of the services required by ordinary properties; or
- (6) Take other actions permitted by law to resolve the unsafe conditions on the Property.

Grise directed the property owner, Cecil Bontreger, to attend this hearing or send an authorized representative on his behalf. Bontreger was informed he could present evidence and question or cross-examine any witnesses who testified at the hearing. The order for the hearing was issued March 13, 2026.



DISCUSSION AND OUTCOME OF COMPLIANCE REVIEW HEARING ON MARCH 26, 2026:

At 4:20 p.m., Mayor Leichty convened a compliance review hearing for the property at 1705 Westplains Drive. Present at the hearing were: Board members Leichty, Landis, Myers, Nichols and Swartley; Assistant City Attorney Don Shuler; City Building Commissioner Myron Grise; and Cecil J. Bontreger, the property owner.

The Mayor invited a presentation from Assistant City Attorney Don Shuler.

Shuler began by introducing, for the record and providing to the Clerk-Treasurer, an affidavit of service confirming that the Order for Compliance Hearing that was issued by the Building Commissioner on March 13, 2026, was served on the property owner, Cecil J. Bontreger, at his Goshen home (**EXHIBIT #2**).

Shuler said **Building Commissioner Myron Grise** would deliver a report about the property, which has 17 residential units, with only one occupied. He said the other 16 units are vacant, and the City has issued orders that have been grouped together for review at today's hearing.

Mayor Leichty swore in City Building Commissioner Myron Grise to give truthful and complete testimony.

Using a PowerPoint presentation (**EXHIBIT #3**), **Grise** provided the history and condition of 1705-1709 Westplains Drive. **Grise** said he would be asking the Board to take action on his seven unsafe building orders.

The property at 1705 Westplains Drive has six apartments: Units 101, 102, 201, 202, 301 and 302. **1707 West Plains also has six apartments:** Units 101 (storage) and 102, 201, 202, 301 and 302. **And 1709 has six apartments:** Units 101, 102, 201, 202, 301 and 302. **Only one unit – #201 at 1707 Westplains – is occupied.**

Grise issued orders for all six units at 1705 Westplains and one unit at 1707 West Plains.

Grise said on May 2, 2025, he issued orders on four units at 1705 West Plains – units 101, 102, 201, and 202.

"Every one of those units had no working electricity, no gas, no plumbing, or water – none of the basic systems you would need to live there," **Grise** said. "We gave the owner 45 days to get things repaired or at least make a real start. He never asked for a hearing, so each order became final when nothing happened. We imposed \$2,500 civil penalty on each of those four units – a total of \$10,000. Those got certified by the County Auditor, assessed as a special assessment, and collected off of his tax bill, and they were paid.

"So, on Sept. 26, 2025, we issued 3 more orders – units 301, 302 at 1705, and Unit 102 at 1707," **Grise** said. "Same conditions. No utilities, not livable. Those gave him 30 days. Again, no hearing requests, (and) orders became final."

Grise continued, "On Jan. 23 of this year, we did a full walk-through the entire building, looking at 16 vacant residential units; there's one unit that's occupied, with the owner present. What we found confirmed was the orders had already been documented. Every one of the seven units subject to tonight's hearing has no working electrical (systems), no gas, no plumbing, or water..

"Meters have been pulled. Water heaters and furnaces are neither not working or (we) can't tell if they do work. Floors are torn up, stained, or in some cases, the flooring is failing. Cracked walls and ceilings, moisture damage, rotted window trim. Unit 302 is missing the front door entirely."

Grise continued, "As to the other vacant residential units in the building, those nine additional units are essentially the same shape. Same four problems: no utilities, not habitable. So, this isn't just a few isolated units."

Grise said there is some good news: "Outside of the utility systems, the rehabilitation work isn't massive. Once utilities are restored, most of what's left is cosmetic – cleaning, painting, some flooring, but none of that matters until someone actually gets the systems working, which will require some work. We have no idea if any of the furnaces, water heaters, or plumbing is usable or working."

Grise also said the conditions of the property adversely impact the neighborhood. He said, "As you know, vacant structures attract unwanted activity. When a building of this size sits mostly vacant for a prolonged period, it brings down property values for everyone nearby and discourages people from investing in the surrounding area. We've seen this play out with complaints and police calls to the property."



Grise said after the January walk-through, City staff met with **Bontreger** on Feb. 12, 2026 and talked through a proposed comprehensive agreement for rehabilitation that would cover all 16 units in a phased approach, basically giving **Bontreger** a structured path to restore the entire building. On Feb. 19, **Grise** said the City sent **Bontreger** a draft of that agreement, and asked for a response by Feb. 27, but there was no response.

On March 2, **Grise** said the City followed up again and gave **Bontreger** another chance until the end of the day, March 4 to respond. However, there was no response at all. **Grise** said, "So, we issued the order for compliance hearing and maybe not surprisingly, once he got served with that, we started hearing from him. He's now saying he wants to move forward with the agreement."

Grise said he has provided options and my recommendations for the Board's considerations. He said the Board can affirm, modify them, or resend the options and recommendations.

Grise said, "The question is whether there is evidence supporting each order. We believe there clearly is. Each of those seven units subject to an order has no working utilities and is not in a condition that can be inhabited under code recommendation to affirm each order."

As for civil penalties, **Grise** said the Board has authority to impose a civil penalty of up to \$5,000 per order. For the May 2025 units, he said this would be additional civil penalties on top of the \$2,500 already collected on each of those units. And for the three September orders, **Grise** said it would be the first penalty.

To issue a penalty, **Grise** said the Board would need to find that the property has willingly failed to comply with the order and that the property has either had a negative effect on property values, or the quality of life in the surrounding area, or has required the City to respond to provide services beyond what ordinary properties need.

Grise said, "We believe both of these findings are supported and the recommendation is to impose some level of civil penalty on each unit."

As to next steps, **Grise** said the Board can set deadlines for the owner to complete work on the seven units. He said the Board can consider whether a rehabilitation agreement with the property owner is appropriate, depending on his willingness to do comply. And the board can authorize seeking a receivership for the property.

Grise concluded, "I checked with the Police Department this morning about calls to that property. They've had about five this year. They had seven or eight last year, and there was some in 2024."

Mayor Leichty asked how long **Bontreger** has owned this property. **Grise** said he was not sure.

The **Mayor** also asked how long water has been shut off to the apartment complex.

The Mayor swore in City Water & Sewer Office Manager Kelly Saenz to provide truthful and complete testimony and answer the question.

Saenz said she checked City records and learned the property has one active water meter for a unit at 1709 Westplains Drive, which is still occupied. **Saenz** said the other units don't have City water, but she has yet to determine how long that has been the case.

There were no further Board questions for Building Commissioner Grise.

Mayor Leichty swore in Cecil J. Bontreger, the property owner, to provide truthful and complete testimony.

Bontreger said most of the interior work has been done and the biggest issue is that four or five years ago, and without his knowledge, utilities services were retired, or disconnected, from the units. He said it would take several months to have services restored.

Otherwise, **Bontreger** said the exterior of the building has been maintained. He said the exterior is made of brick, it has a good roof and is not an eyesore.

Bontreger complimented City staff for the building restoration proposal, which he said was "a very good, reasonable plan." He said he has prepared a spreadsheet for dates he would commit to make the necessary repairs."



As for his delayed response to the City, **Bontreger** said his office phones were not operating for six weeks and he was unable to get in touch with **Assistant City Attorney Shuler**. While he said that he “probably should have tried harder” to get in touch, Bontreger said the best option moving forward would be for the Board to endorse the City’s proposed agreement, adding “I’ve committed to Myron (Grise) and to Don (Shuler) I will make that happen, and I think it’s the best way to go for all of us here. “

In response to a question from the **Mayor**, **Bontreger** said he has owned the property for about 30 years or maybe longer. He said because of problems, including illegal drugs, at neighboring apartments, he began having drug problems and then vacancies at this property. He said it has had many vacancies for about 10 years. Bontreger said NIPSCO disconnected utilities about five years ago, which he conceded was his fault for not renting the units. Asked by the **Mayor** what his intention was for the property, **Bontreger** said he wants to restore the utilities, complete the renovations and then rent the apartments.

Bontreger said there has been some squatters in the apartments, but that he has kept all the doors locked and visits almost daily to keep squatters out.

In response to a question from **Board member Swartley**, **Bontreger** denied there was a unit without a door. He said one missing door was replaced.

Mayor Leichty showed **Bontreger** a series of photos showing problem conditions at the until. Bontreger said the problems depicted have either been addressed or would be soon. He said he was confident he could restore the units as proposed.

In response to a question from **Board member Swartley**, **Bontreger** said he hasn’t yet contacted NIPSCO about restoring electric and gas service but would do so if the proposed agreement with the City is approved.

Board member Landis asked **Bontreger** why it has taken so long to address problems that the City informed him of in May 2025. He also asked how the Board could be sure Bontreger would now make the necessary repairs. Bontreger said because there is now a proposed agreement setting forth a timetable for repairs, adding, “All I’m saying is I will get this done.”

Board member Landis said that it could be better for all parties to have **Bontreger** repair the property as proposed by the City “but my concern is it hasn’t happened yet.” Bontreger conceded that he didn’t respond promptly to violations, leading to fines, but he insisted repairs have been made and that they would continue.

Board member Swartley reminded **Bontreger** that she brought him an offer from a party to buy the property about 25 years ago and at that time the property had a lot of problems. Bontreger said that he didn’t remember that, but said others have wanted to buy the property over the years.

Bontreger said he had a certificate, dated Oct. 29, 2024, showing all units were habitable. **Mayor Leichty** said she found that hard to believe but said that issue could be investigated. Bontreger conceded at that time the certificate was issued most of the units didn’t have operable gas or electricity.

Board member Myers said because the units have been unoccupied and not repaired for 10 years, it was hard to believe **Bontreger** would now renovate them. **Bontreger** said that he has never before had such a detailed agreement as he has now to address all of the issues that need to be repaired.

Board member Swartley said she found it hard to believe **Bontreger** would make the necessary repairs to all 17 units that need repairs and not just the seven units cited in the Building Commissioner’s orders. Bontreger praised the proposed agreement which covers all of the units, and which he said was the best step forward. And he again gave his word he would make the repairs or would face more fines and penalties.

Mayor Leichty pointed out that if the City put the property into a receivership, it would be up to a judge to appoint a receiver to complete the repair work but initially only for the seven units covered by the Building Commissioner’s orders. The other option, she said would be to approve an agreement for Bontreger to repair all the units.

Assistant City Attorney Shuler clarified the Board’s options if it opted for a receivership, including an order for control of the entire building. He also discussed the repairs that would need to be made and the possible timetable.



Mayor Leichty asked if there was a financial benefit for someone who owns a lot of property, or a corporation that owns a lot of property, to leave a property vacant. **Bontreger** said there was not. **Assistant City Attorney Shuler** said there could be a tax advantage in certain circumstances. Bontreger said any tax advantage in this situation would have elapsed years ago, but an owner could save money by not having to provide services to vacant units. **Mayor Leichty** mentioned that the City has a housing shortage. **Bontreger** said all of the units have two bedrooms each and that as he renovates the units, he would rent them to people of modest incomes.

At 4:58 p.m. the Board concluded its initial questioning of Cecil J. Bontreger.

Building Commissioner Grise then offered some responses to Bontreger's comments.

Grise said he has checked with NIPSCO and its records show that only two meters were disconnected and that was done at Bontreger's request. He added that services have not been cut to the property.

As to **Bontreger's** statement that the property is not unsafe, **Grise** responded that according to state statutes, "Anytime a property is vacant, it's considered unsafe. Just being vacant, it's unsafe."

As for **Bontreger's** statements about offers to buy the property and taxes, **Grise** said, "I did mention to him about me wanting to sell the property. I know about five contractors who are all interested. I know everybody wanted to buy it that wants some investments." **Grise** said Bontreger told him he didn't accept any of the offers because "he didn't want to pay taxes on selling it."

Grise added that he doesn't know why **Bontreger** has not rented the apartments, but suspects there may have been some tax-related reason.

As for the condition of the furnaces and water heaters in the units, **Grise** said, "I've been a licensed HVAC person for about 40 years. There are furnaces in there that are original; they're Singer. They've probably been junk for 30 years. "I mean, when they fire them, that's when we can tell. Get gas to them, check them out. They're junk ... There's some that have been replaced, they're old, but they're newer than the Singers. Singers were original.

"My uncle lived there, and I visited when I was 14 years old, so I know it's been there since then, and it was in good shape back then," **Grise** said "The water heaters, they're all pretty old ... and it's froze. We don't know how much stuff's been drained from the building. There could be issues we don't know until we get things onto the property."

In response to a question from **Board member Landis**, **Grise** said this hearing would not have been taking place had Bontreger responded to the City's repair orders last year.

Board member Landis asked **Grise** to respond to Bontreger's statement that the only work that needs to be done at the units is restoring gas and electric service. **Grise** responded, "**Mr. Shuler** and I walked through it, not too long ago and it was still in the shape it was before. Now, stuff may have been fixed since then, which I don't know. No permit's been pulled. It sounds like some of the work that was done may not have needed permits, but there's a lot of stuff that needs permits. At that time, it was not up to par."

Grise also said that according to NIPSCO, the gas and electrical services have not been retired at the units. However, he said the meters have been removed. Still, he added that the building is structurally sound.

In response, **Bontreger** insisted the utilities have been retired and it will take a while for NIPSCO to restore them.

Assistant City Attorney Shuler asked **Bontreger** if he wanted to ask any questions about **Grise's** testimony. Bontreger said he did not and that it appeared **Grise** was just "doing his job." He did comment on the delay in reaching an agreement with the City. He said he did not stall in signing an agreement and insisted he did not have home telephone service for weeks.

Mayor Leichty asked **Bontreger** how he could operate a business without phone service for six weeks. Bontreger said he lives in the country and Frontier provides terrible phone service and he has had continual phone outages.

Assistant City Attorney Shuler clarified the City's many attempts from Feb. 12 to March 4 to persuade **Bontreger** to sign a repair agreement with the City.



Shuler said Bontreger did not contact City officials and there are no records of Bontreger even attempting to call and leave messages for Shuler.

Bontreger responded, "I've procrastinated maybe on some things, but I didn't on this. There was no reason that I didn't want to sign it because I agreed with it and we all agreed with it. And I'd be willing to sign it today, or tomorrow, or whenever. I will sign it as is."

In response to a question from the **Mayor** about the size of his work crew, **Bontreger** said he does a lot of the repair work himself. He also said he has a certified person who repairs furnaces but still needs a certified plumber.

Mayor Leichthy asked Shuler to outline the next steps and options before the Board.

Shuler said there are seven units in the apartment complex that were the subject of Building Commissioner orders on today's agenda pending determinations that they are unsafe, primarily because they are vacant and have not been maintained in a manner that would allow for human habitation. That makes them unsafe based on the statute.

Shuler said there could be a finding for each of the seven units, based on the evidence submitted, that the property is unsafe. If the Board determined that was the case, the orders could then be affirmed, modified or rescinded.

If the findings were affirmed or modified, the Board could determine there had been a willful failure by the property owner to comply with the order. If so, he said the Board could impose a penalty of up to \$5,000 for the seven units.

Shuler said there were three concluding options before the Board.

First, **Shuler** said the Board could issue an order setting specific deadlines for the owner to complete required work on all seven units. And he said a Continuous Enforcement Order would remain in effect.

Shuler said the second option would be for the Board to authorize the Building Commissioner to pursue a structured rehabilitation agreement with the owner covering all 16 vacant units in phases, contingent on a firm commitment with timelines, financing, and a performance bond.

Finally, **Shuler** said a third option would be for the Board to authorize the Building Commissioner to file a civil action under I.C. § 36-7-9-17 and seek appointment of a receiver for the entire property. The Court could then appoint a receiver to rehabilitate and, if necessary, rent the property or sell it to recoup the investment

After some discussion about the next steps and options, Mayor Leichthy suggested the Board review and act on the three decisions the Board has to make.

First, the **Mayor** asked for a vote on whether the property in question is unsafe based on the fact that they've been vacant for so long and have been identified as unsafe by the Building Commissioner.

Board members voted unanimously that "Yes," the property is unsafe.

Mayor Leichthy then asked for a vote on a second question: Was there a willful failure to comply with the Building Commissioner's order of May 2025? Board members also voted "Yes" on this question.

Mayor Leichthy outlined the possibility of imposing additional fines on Bontreger for failing to comply with the Building Commissioner's orders. She then paused that discussion to discuss the ultimate decision on what to do the property – reach an agreement for repairs with Bontreger or order a receivership.

Mayor Leichthy said, "I think there's enough incentive to allow blight to continue; that there's a financial benefit to Mr. Bontreger to leave these to sit and rot. That has been a problem in our community for some time, and a detriment to our neighborhoods and particularly in that neighborhood.

"And I appreciate the fact that you're willing to do something now, but it's frustrating that it's taken 20 years for us to get here. There should be no vacant properties just sitting and rotting and falling into disrepair. We have to have cooperation. We've been willing to work with you for years and Myron (Grise) bent over backwards to work with people. I know that you have a good relationship, and I want that relationship to continue, but it requires mutual trust and good communication," the **Mayor** said.



Board member Nichols said, "I find it a little disconcerting when the property owner can't call NIPSCO ahead of time. It's Myron (Grise) calling to check. (Bontreger) should have come with that information already himself. It's the same thing with having a plan. Why does the City have to come in with a plan?"

"The long-time landlord should be able to come up with a good, solid plan to get this in order. So, that's where it's frustrating for me; that everyone else is doing all that back-end work and just giving him a ready-made plan. He should be able to come up with a plan to be completed," Nichols said.

Mayor Leichty said she also was concerned that Bontreger doesn't already have workers ready to make the repairs. Many of the units will need repairs by an established timeline and there needs to be some assurance that the work will be completed. The Mayor said, "If we're doing all the legwork and putting the plan together, and all you're doing is signing it, that's a lot of burden on City staff instead of (you) taking responsibility and accountability."

Board member Swartley said she has been concerned about all the money spent by taxpayers on the City planning the repairs for Bontreger and then ensuring they are made. "It's very frustrating," she said.

Mayor Leichty asked if Board members favored turning over the property to a receiver to make the repairs. The Mayor said there are people who would like to do this work.

After some discussion on this possibility by Board members, the **Mayor** asked for comments from **Assistant City Attorney Shuler**, who discussed receivership possibilities and similar work in process. **Board members** also discussed a possible receivership for the property.

Board members also discussed:

- The status of the utilities and how quickly NIPSCO can restore services;
- Bontreger's unwillingness or inability to respond more promptly to the Building Commissioner's orders;
- How quickly could the property be rehabilitated under a receivership;
- The process of working with Bontreger to repair the units even before utilities are fully restored;
- How the Board could get regular updates on the repairs;
- Requiring Bontreger to quickly get tenants for repaired units;
- Perhaps imposing a penalty if units are not rented;
- And continuing to hold additional unsafe property hearings if progress is not made.

Bontreger responded to the discussion by saying that he would do everything possible to comply and to make the requested apartment repairs according to the City agreement and to rent the units when they are ready.

Bontreger said, "This covers everything, and it's just, to me, the smoothest way to go. If you want to put some language in (the agreement) that every effort will be made to rent them, I have problem with that." He also said the City normally inspects apartments every two or three years, so they will be maintained.

Board member Landis said, for the record, that he would be trusting the Legal Department to abide by the agreement and not **Bontreger**. "You can say whatever you want, but it's going to be the final document as it's worded is what I'm going to depend on because if you don't follow that document, then we're going to receivership."

Board member Landis then made a motion that beginning tomorrow, the first 90-day period (of repairs) should begin for the first four units and the City will follow through with the subsequent 90-day periods, so that in a year's time, the four 90-day periods will be complete and all the work that needs to be done will be completed regardless of NIPSCO's ability to get its work done and knowing that if NIPSCO is not there in the first 90 days, Mr. Bontreger will need to move on to the next set doing the things that can be done there and then come back and backfill the work to be finished after NIPSCO is done. Further, when units are finished after NIPSCO is done, there will be occupancy permits approved and at that point a good faith effort would be made to rent the units out with the penalties under the signed document being the maximum allowed under law and that receivership would be an option if there is a failure to comply with the signed agreement. **Board member Myers** seconded the motion. The motion passed on a 5-0 vote at 5:49 p.m.



Mayor Leichty asked if the Board still needed to act on the proposed penalties for Bontreger's alleged non-compliance with the Building Commissioner's orders.

Assistant City Attorney Shuler said there were three recommended actions by the Board today – a proposed rehabilitation agreement, which was just acted upon, the affirmation of the Building Commissioner's orders and the proposed imposition of civil penalties of up to \$5,000 per unit.

Cecil Bontreger asked for a clarification of the action the Board just took.

Mayor Leichty and Assistant City Attorney Shuler said a rehabilitation agreement had just been approved, which Bontreger would need to sign in a few weeks. Shuler said it was possible the Board would need to first approve the agreement.

Mayor Leichty said the Board was now discussing the amount of fine to impose.

Bontreger said, "I've already paid a fine. The Mayor responded, "I know and then you skipped your next deadline, so the fines get worse as you skip."

Bontreger said repairs have been made already. The Mayor and Shuler said the fines were for non-compliance with the Building Commissioner's orders in a timely fashion.

Bontreger asked for leniency on the fines, noting he has already paid \$10,000. Board member Myers responded, "I think we've given you a lot of leniency for a long time on this property."

Bontreger said the units were determined by the City to be fit for occupancy in 2018. He conceded they have been vacant since then but said there shouldn't be a penalty for that. He added, "I'm saying I will sign this (agreement) the day he has it ready. I'm just asking, please go with that and hopefully not any of the penalties at this time."

Board members said the Board cannot ignore Bontreger's continual non-compliance with the City's orders. They added that if Bontreger is in compliance from now on, there will be no further fines. The Mayor added that the maximum possible fine was \$5,000 per unit and Bontreger might want to cut his losses.

Mayor Leichty then made a motion to impose a civil penalty of \$2,500 per unit for each unit that was not completed to the building inspector's requirements due to a willful failure of compliance. Board member Nichols seconded the motion. The motion passed on a 5-0 vote at 6:01 p.m.

At 6:02 p.m., Mayor Leichty recessed the Compliance Review Hearing for the City Building Commissioner's Orders and called back to order the Board of Public Works & Safety meeting.

APPROVAL OF CIVIL & UTILITY CLAIMS

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

ADJOURNMENT

Mayor Leichty then adjourned the meeting at 6:02 p.m.

Exhibit 1: A one-page memorandum by the City Engineering Department, dated March 26, for added agenda item #8, Engineering Department request: Approve and authorize the Mayor to sign the Financial Commitment Letter to be submitted to the Indiana Department of Transportation (INDOT) during the Community Crossing Matching Grant application. The memorandum was accompanied by a letter from Mayor Gina Leichty to INDOT confirming the City of Goshen's financial commitment of \$1,146,445 in support of the City's 2026-01 Community Crossings application.



Exhibit #2: *An affidavit of service confirming that the Order for Compliance Hearing that was issued by the City Building Commissioner on March 13, 2026, was served on the property owner, Cecil J. Bontreger, at his Goshen home. A copy of the affidavit was provided by Assistant City Attorney Don Shuler during the Compliance Review Hearing for the May 2, 2025 and Sept. 26, 2025 Orders requiring various repairs for full compliance under Goshen City Code for seven apartment units at 1705 Westplains Drive (Cecil Bontreger, property owner).*

Exhibit #3: *An 11-page PowerPoint presentation, titled "1705 West Plains Drive Compliance Hearing," that was prepared by Assistant City Attorney Don Shuler and presented by City Building Commissioner Myron Grise during the Board's unsafe property compliance hearing for 1705 Westplains Drive. The PowerPoint included an overview of the property, summaries of the Building Commissioner's orders of May 2, 2025 and Sept. 26, 2025, the condition of the units, the building-wide conditions, photographs of the units, the City's enforcement efforts, the enforcement options before the Board, the possible civil penalties, and next steps.*

APPROVED:

Mayor Gina Leichthy

Mike Landis, Member

Orv Myers, Member

Mary Nichols, Member



Barb Swartley, Member

ATTEST:

Richard R. Aguirre, City of Goshen Clerk-Treasurer



**Engineering Department
CITY OF GOSHEN**

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

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

MEMORANDUM

TO: Goshen Board of Public Works & Safety

FROM: Goshen Engineering

RE: **2026-2 INDOT CCMG NOTIFICATION OF CONTRACTOR AWARD &
REQUEST FOR CCMG FUNDS
(JN: 2026-0002B)**

DATE: April 16, 2026

On April 6, 2026, the Engineering Department received notification from INDOT that Goshen had been selected to receive a Community Crossing Grant for the 2026 call for projects. Once the attached Notification of Contractors Award Letter and Funding Request has been submitted to INDOT, funding will be transferred to Goshen's account after the INDOT/LPA contract has been fully executed via electronic signature.

The Engineering Department is requesting the Board of Public Works and Safety to sign the attached Notification of Contractors Award Letter and electronically sign the INDOT/LPA contract.

Requested Motion: Move to sign the INDOT Notification of Contractors Award Letter and electronically sign the INDOT/LPA contract for the 2026-2 CCMG award.



GINA M. LEICHTY

Mayor of **Goshen, Indiana**

City Hall • 202 South Fifth Street, Suite 1 • Goshen, IN 46528-3714

mayor@goshencity.com • goshenindiana.org

(574) 533-9322

Date: April 16, 2026

RE: CCMG – Notification of Contractor Award & Request for CCMG Funds

Dear INDOT:

This letter serves as notification that we have secured and awarded the Community Crossing Matching Grant project listed below to a Contractor. Our local was awarded **\$939,282.97**.

Des. Number:	2600308 Enter designation number assigned.			
Project Description:	CORRIE RD, HACKBERRY DR Enter project description for awarded road segments as written on the application.			
Contractor Name:	Niblock Excavating, Inc.		Date of Contractor's Contract:	April 16, 2025
Locations: (Add lines if needed)	Road Name	'To'	'From'	Bid Amount Per Road:
	Corrie Road	County Road 40/Woodfield Rd.	Sourwood Drive	\$804,329.35
	Hackberry Drive	0.12 miles east of Firethorn Drive	0.35 miles west of Sourwood Drive	\$1,074,236.60
				\$
				\$
				\$
				\$
				\$
				\$
				\$
Total Contract Bid Amount:	\$5,979,879.30 The total contract bid amount.			
Ineligible Costs:	\$4,101,313.35 List ineligible items: (e.g., Lighting, water line, trails, etc.) Other Goshen streets not in 2026-1 application ID # 15129			
Total Eligible Costs:	\$1,878,565.95 Total Contract Bid Amount – Ineligible Costs = Total Eligible Costs			
Local Amount:	\$939,282.98 Total Eligible Costs – Amount of Funds Requested = Local Amount 80/20 or 50/50 local split			
Amount of Funds Requested:	\$939,282.97 The total amount of funds you are requesting. <ul style="list-style-type: none"> If the bid is <u>less than the estimate</u>, the max amount of funds you can request is the 80/20 or 50/50 split of the bid. If the amount is <u>more than the estimate</u>, the max amount of funds you can request may not exceed the award amount. 			



For auditing purposes, this Local Public Agency provided the following required legible copies as supporting documentation:

CONTRACTOR bid – required supporting documents.

1. Copy of executed LPA Contractor Construction Contract, **and**
2. Copy of executed Contractor’s Bid for Public Work – Form 96, **and**
3. Copy of Detailed Cost Estimate, **or** a copy of accepted Itemized Bid Proposal **per awarded road segment.**

Sincerely,

Mayor Gina Leichy

LOCAL ROADS AND BRIDGES MATCHING GRANT AGREEMENT

Contract #00000000000000000000100666

This Grant Agreement (this "Grant Agreement"), entered into by and between the Indiana Department of Transportation (the "State") and CITY OF GOSHEN, a Local Unit, (the "Grantee"), is executed pursuant to the terms and conditions set forth herein. In consideration of those mutual undertakings and covenants, the parties agree as follows:

1. Purpose of this Grant Agreement; Funding Source. The purpose of this Grant Agreement is to enable the State to award a Grant of up to \$939,282.97 (the "Grant"), representing 50% of the eligible costs of the project (the "Project") described in Attachment A of this Grant Agreement, which is incorporated fully herein. The funds shall be used exclusively in accordance with the provisions contained in this Grant Agreement and in conformance with Indiana Code ch. 8-23-30 establishing the authority to make this Grant, as well as any rules adopted thereunder. The funds received by the Grantee pursuant to this Grant Agreement shall be used only to implement the Project or provide the services in conformance with this Grant Agreement and for no other purpose.

FUNDING SOURCE:

State Funds: Program Title: Local Road and Bridge Matching Grant Fund (I.C. ch. 8-23-30).

2. Representations and Warranties of the Grantee.

A. The Grantee expressly represents and warrants to the State that it is statutorily eligible to receive these Grant funds and that the information set forth in its Grant Application is true, complete and accurate. The Grantee expressly agrees to promptly repay all funds paid to it under this Grant Agreement should it be determined either that it was ineligible to receive the funds, or it made any material misrepresentation on its grant application.

B. The Grantee certifies by entering into this Grant Agreement that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this Grant Agreement by any federal or state department or agency. The term "principal" for purposes of this Grant Agreement is defined as an officer, director, owner, partner, key employee or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Grantee.

C. The Grantee has committed matching funds from one of the following revenue sources in accordance with Ind. Code § 8-23-30-3: (1) any money the local unit is authorized to use for a local road or bridge project; (2) special distribution of local income tax under Ind. Code § 6-3.6-9-17; or (3) local rainy day fund under Ind. Code § 36-1-8-5.1.

D. The Grantee uses an approved transportation asset management plan submitted to Purdue University's Local Technical Assistance Program (LTAP) and made available to the State.

3. Implementation of and Reporting on the Project.

The Grantee shall implement and complete the Project in accordance with Attachment A and with the plans and specifications contained in its Grant Application, which is on file with the State and is incorporated by reference. Modification of the Project shall require prior written approval of the State.

4. Term. This Grant Agreement commences on the date approved by the State Budget Agency, and shall remain in effect for two (2) years. Unless otherwise provided herein, it may be extended upon the written agreement of the parties and in conformance with Ind. Code § 5-22-17-4, and as permitted by Ind. Code ch. 8-23-30.

The Grantee understands that the Grantee must procure materials and/or a contractor for the Project no later than three (3) months from the date of the award letter, attached hereto as **Attachment B** and incorporated fully herein. If the Grantee fails to procure a contractor by three (3) months from the date of the award letter, the Grantee forfeits the Grant, the grant funds shall not be distributed to the Grantee, but shall be redistributed as all other funds under Indiana Code ch. 8-23-30.

5. Grant Funding. Pursuant to Ind. Code ch. 8-23-30, the Grantee agrees to the following:

- A. The Grantee may use the State funds only for the Project described in **Attachment A**;
- B. If the Grantee uses the grant funds for any purpose other than construction of the Project as described in **Attachment A**, the Grantee:
 - i. must immediately repay all grant funds provided to the State; and
 - ii. may not participate in the grant program during the succeeding State fiscal year.
- C. The Grantee shall provide local matching funds equal to not less than **50%** of the total contract amount;
- D. Disbursement of grant funds will not be made until the Grantee's submission of the Project Material Bid for Force Account Work or a fully executed contract with a contractor;
- E. The State's participation in the Project is strictly limited to the grant funds awarded herein. The Grantee understands and agrees that the State is under no obligation to pay for or participate in any cost increases, change orders, cost overruns or additional Project expenses of any kind.

6. Payment of Grant Funds.

- A. If advance payment of all or a portion of the Grant funds is permitted by statute or regulation, and the State agrees to provide such advance payment, advance payment shall be made only upon submission of a proper claim setting out the intended purposes of those funds. After such funds have been expended, Grantee shall provide State with a reconciliation of those expenditures. Otherwise, all payments shall be made thirty-five (35) days in arrears in conformance with State fiscal policies and procedures. As required by IC § 4-13-2-14.8, all payments will be by the direct deposit by electronic funds transfer to the financial institution designated by the Grantee in writing unless a specific waiver has been obtained from the Indiana Auditor of State.
- B. Requests for payment of grant funds will be processed only upon receipt of a Notification of Contractor Award and Funding letter and all required documentation.
- C. Pursuant to Ind. Code ch. 8-23-30, Local Road and Bridge Grant Funds made available to the Grantee by the State will be used to pay the Grantee up to **50% of the eligible Project costs based upon the accepted contractor's low bid**. The maximum amount of state funds allocated to the Project shall not exceed **\$939,282.97**.
- D. Pursuant to Ind. Code § 8-23-30, the Grantee's **50%** match shall be paid from one of the identified revenue sources. The remainder of the Project costs greater than the total of the State's grant and the Grantee's **50%** match shall be borne by the Grantee and may be paid how the Grantee chooses. In the interest of clarity and to avoid misunderstanding, the State shall not pay the Grantee for any costs relating to the Project except as specifically provided herein, unless the Parties enter into an amendment to this Grant Agreement.

7. Project Monitoring by the State. The State may conduct on-site or off-site monitoring reviews of the Project during the term of this Grant Agreement and for up to ninety (90) days after it expires or is otherwise terminated. The Grantee shall extend its full cooperation and give full access to the Project site and to relevant documentation to the State or its authorized designees for the purpose of determining, among other things:

A. whether Project activities are consistent with those set forth in **Attachment A**, the Grant Application, and the terms and conditions of the Grant Agreement;

B. that Grantee is making timely progress with the Project, and that its project management, financial management and control systems, procurement systems and methods, and overall performance are in conformance with the requirements set forth in this Grant Agreement and are fully and accurately reflected in Project reports submitted to the State.

8. Compliance with Audit and Reporting Requirements; Maintenance of Records.

A. The Grantee shall submit to an audit of funds paid through this Grant Agreement and shall make all books, accounting records and other documents available at all reasonable times during the term of this Grant Agreement and for a period of three (3) years after final payment for inspection by the State or its authorized designee. Copies shall be furnished to the State at no cost.

B. The Grantee shall file the annual financial report required by Ind. Code § 5-11-1-4 in accordance with the State Board of Accounts Uniform Compliance Guidelines for Examination of Entities Receiving Financial Assistance from Governmental Sources. All grant documentation shall be retained and made available to the State Board of Accounts if and when requested.

C. A final audit construction invoice detailing the actual costs of construction and proof of payment to the contractor must be submitted to the State within thirty (30) days of completion of the Project. If for any reason, including overpayment of grant funds to the Grantee, the Grantee is required to repay to the State the sum or sums of state funds paid to the Grantee under the terms of this Grant Agreement, then the Grantee shall repay to the State such sum or sums within forty-five (45) days after receipt of a billing from the State. Payment for any and all costs incurred by the Grantee which are not eligible for state funding shall be the sole obligation of the Grantee.

D. If for any reason the State finds noncompliance and requires a repayment of state funds previously paid to the Grantee, the Grantee is required to submit such sum or sums within thirty (30) days after receipt of a billing from the State. If the Grantee has not paid the full amount due within sixty (60) calendar days past the due date, the State may proceed in accordance with Ind. Code § 8-14-1-9 to compel the Auditor of the State of Indiana to make a mandatory transfer of funds for the Grantee's allocation of the Motor Vehicle Highway Account to the State's Local Road and Bridge Matching Grant Fund account until the amount due has been repaid.

9. Compliance with Laws.

A. The Grantee shall comply with all applicable federal, state and local laws, rules, regulations and ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference. The enactment or modification of any applicable state or federal statute or the promulgation of rules or regulations thereunder after execution of this Grant Agreement shall be reviewed by the State and the Grantee to determine whether the provisions of this Grant Agreement require formal modification.

B. The Grantee and its agents shall abide by all ethical requirements that apply to persons who have a business relationship with the State as set forth in IC § 4-2-6, *et seq.*, IC § 4-2-7, *et seq.* and the regulations promulgated thereunder. **If the Grantee has knowledge, or would have acquired knowledge with reasonable inquiry, that a state officer, employee, or special state appointee, as those terms are defined in IC 4-2-6-1, has a financial interest in the Grant, the Grantee shall ensure compliance with the disclosure requirements in IC § 4-2-6-10.5 prior to the execution of this Grant Agreement.** If the Grantee is not familiar with these ethical requirements, the Grantee should refer any questions to the Indiana State Ethics Commission, or visit the Inspector General's website at <http://www.in.gov/ig/>. If the

Grantee or its agents violate any applicable ethical standards, the State may, in its sole discretion, terminate this Grant immediately upon notice to the Grantee. In addition, the Grantee may be subject to penalties under IC §§ 4-2-6, 4-2-7, 35-44.1-1-4, and under any other applicable laws.

C. The Grantee certifies by entering into this Grant Agreement that neither it nor its principal(s) is presently in arrears in payment of taxes, permit fees or other statutory, regulatory or judicially required payments to the State. The Grantee agrees that any payments currently due to the State may be withheld from payments due to the Grantee. Additionally, payments may be withheld, delayed, or denied and/or this Grant suspended until the Grantee is current in its payments and has submitted proof of such payment to the State.

D. The Grantee warrants that it has no current, pending or outstanding criminal, civil, or enforcement actions initiated by the State, and agrees that it will immediately notify the State of any such actions. During the term of such actions, the Grantee agrees that the State may suspend funding for the Project. If a valid dispute exists as to the Grantee's liability or guilt in any action initiated by the State or its agencies, and the State decides to suspend funding to the Grantee, the Grantee may submit, in writing, a request for review to the Indiana Department of Administration (IDOA). A determination by IDOA shall be binding on the parties. Any disbursements that the State may delay, withhold, deny, or apply under this section shall not be subject to penalty or interest.

E. The Grantee warrants that the Grantee and any contractors performing work in connection with the Project shall obtain and maintain all required permits, licenses, registrations, and approvals, and shall comply with all health, safety, and environmental statutes, rules, or regulations in the performance of work activities for the State. Failure to do so may be deemed a material breach of this Grant Agreement and grounds for immediate termination and denial of grant opportunities with the State.

F. The Grantee affirms that, if it is an entity described in IC Title 23, it is properly registered and owes no outstanding reports to the Indiana Secretary of State.

G. As required by IC § 5-22-3-7:

(1) The Grantee and any principals of the Grantee certify that:

(A) the Grantee, except for de minimis and nonsystematic violations, has not violated the terms of:

(i) IC § 24-4.7 [Telephone Solicitation of Consumers];

(ii) IC § 24-5-12 [Telephone Solicitations]; or

(iii) IC § 24-5-14 [Regulation of Automatic Dialing Machines];

in the previous three hundred sixty-five (365) days, even if IC 24-4.7 is preempted by federal law; and

(B) the Grantee will not violate the terms of IC § 24-4.7 for the duration of this Grant Agreement, even if IC § 24-4.7 is preempted by federal law.

(2) The Grantee and any principals of the Grantee certify that an affiliate or principal of the Grantee and any agent acting on behalf of the Grantee or on behalf of an affiliate or principal of the Grantee, except for de minimis and nonsystematic violations,

(A) has not violated the terms of IC § 24-4.7 in the previous three hundred sixty-five (365) days, even if IC § 24-4.7 is preempted by federal law; and

(B) will not violate the terms of IC § 24-4.7 for the duration of this Grant Agreement even if IC § 24-4.7 is preempted by federal law.

10. Debarment and Suspension.

A. The Grantee certifies by entering into this Grant Agreement that it is not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this Grant by any federal agency or by any department, agency or political subdivision of the State. The term "principal" for purposes of this Grant Agreement means an officer, director, owner, partner, key employee or other person

with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Grantee.

B. The Grantee certifies that it has verified the suspension and debarment status for all subcontractors receiving funds under this Grant Agreement and shall be solely responsible for any recoupments or penalties that might arise from non-compliance. The Grantee shall immediately notify the State if any subcontractor becomes debarred or suspended, and shall, at the State's request, take all steps required by the State to terminate its contractual relationship with the subcontractor for work to be performed under this Grant Agreement.

11. Drug-Free Workplace Certification. As required by Executive Order No. 90-5, April 12, 1990, issued by the Governor of Indiana, the Grantee hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace. Grantee will give written notice to the State within ten (10) days after receiving actual notice that the Grantee, or an employee of the Grantee in the State of Indiana, has been convicted of a criminal drug violation occurring in the workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of grant payments, termination of the Grant and/or debarment of grant opportunities with the State of Indiana for up to three (3) years.

In addition to the provisions of the above paragraphs, if the total amount set forth in this Grant Agreement is in excess of \$25,000.00, the Grantee certifies and agrees that it will provide a drug-free workplace by:

A. Publishing and providing to all of its employees a statement notifying them that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Grantee's workplace and specifying the actions that will be taken against employees for violations of such prohibition; and

B. Establishing a drug-free awareness program to inform its employees of: (1) the dangers of drug abuse in the workplace; (2) the Grantee's policy of maintaining a drug-free workplace; (3) any available drug counseling, rehabilitation, and employee assistance programs; and (4) the penalties that may be imposed upon an employee for drug abuse violations occurring in the workplace; and

C. Notifying all employees in the statement required by subparagraph (A) above that as a condition of continued employment the employee will: (1) abide by the terms of the statement; and (2) notify the Grantee of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction; and

D. Notifying in writing the State within ten (10) days after receiving notice from an employee under subdivision (C)(2) above, or otherwise receiving actual notice of such conviction; and

E. Within thirty (30) days after receiving notice under subdivision (C)(2) above of a conviction, imposing the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace: (1) take appropriate personnel action against the employee, up to and including termination; or (2) require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency; and

F. Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs (A) through (E) above.

12. Employment Eligibility Verification. As a condition precedent to entering this contract, and as required by IC § 22-5-1.7 and Executive Order 25-29, the Grantee swears or affirms under the penalties of

perjury that the Grantee has not knowingly employed, and will not knowingly employ, an unauthorized alien. The Grantee further affirms that:

A. The Grantee has enrolled in and verified the work eligibility status of all his/her/its employees through the E-Verify program as defined in IC § 22-5-1.7-3. The Grantee is not required to participate should the E-Verify program cease to exist. Additionally, the Grantee is not required to participate if the Grantee is self-employed and does not employ any employees.

B. The Grantee has not knowingly employed or contracted with, and shall not knowingly employ or contract with, an unauthorized alien. The Grantee has not retained, and shall not retain, an employee, and has not contracted and shall not contract with a person that the Grantee subsequently learned or learns is an unauthorized alien.

C. The Grantee his/her/its subcontractors who perform work under this Contract to certify to the Grantee 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. The Grantee agrees to maintain this certification throughout the duration of the term of a contract with a subcontractor and to provide any and all such certifications to the State promptly upon request.

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

13. Funding Cancellation. As required by Financial Management Circular 3.3 and IC § 5-22-17-5, when the Director of the State Budget Agency makes a written determination that funds are not appropriated or otherwise available to support continuation of performance of this Grant Agreement, it shall be canceled. A determination by the Director of the State Budget Agency that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.

14. Governing Law. This Grant Agreement shall be governed, construed, and enforced in accordance with the laws of the State of Indiana, without regard to its conflict of laws rules. Suit, if any, must be brought in the State of Indiana.

15. Information Technology Accessibility Standards. Any information technology related products or services purchased, used or maintained through this Grant must be compatible with the principles and goals contained in the Electronic and Information Technology Accessibility Standards adopted by the Architectural and Transportation Barriers Compliance Board under Section 508 of the federal Rehabilitation Act of 1973 (29 U.S.C. §794d), as amended.

16. Insurance. The Grantee shall maintain insurance with coverages and in such amount as may be required by the State or as provided in its Grant Application.

17. Nondiscrimination. Pursuant to the Indiana Civil Rights Law, specifically IC § 22-9-1-10, and in keeping with the purposes of the federal Civil Rights Act of 1964, the Age Discrimination in Employment Act, and the Americans with Disabilities Act:

A. The Grantee covenants that it shall not discriminate against any employee or applicant for employment relating to this Grant with respect to the hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of the employee's or applicant's race, color, national origin, religion, sex, age, disability, ancestry, status as a veteran, or any other characteristic protected by federal, state, or local law ("Protected Characteristics"). The Grantee certifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination based on the Protected Characteristics in the provision of services. Breach of this subparagraph may be

regarded as a material breach of this Contract, including for purposes of IC 5-11-5.5-2, but nothing in this paragraph shall be construed to imply or establish an employment relationship between the State and any applicant or employee of the Grantee or any subcontractor.

B. Grantee covenants that it does not and shall not operate any programs or engage in any practices promoting Diversity, Equity, and Inclusion (DEI), or other similar goals, that violate Indiana or Federal Civil Rights Laws by treating a person differently on the basis of race or sex, such as by considering race or sex when making recruitment, hiring, disciplinary, promotion, or employment decisions; requiring employees to participate in training or educational programs that employ racial or sex stereotypes; or attempting to achieve racial or sex balancing in the Contractor's workforce. The Parties agree that a breach of this subparagraph is a material breach of this Contract, including for purposes of IC 5-11-5.5-2, but nothing in this paragraph shall be construed to imply or establish an employment relationship between the State and any applicant or employee of the Grantee or any subcontractor.

18. Notice to Parties. Whenever any notice, statement or other communication is required under this Grant, it will be sent by E-mail or first-class U.S. mail service to the following addresses, unless otherwise specifically advised.

A. Notices to the State shall be sent to:

Office of LPA/MPO and Grant Administration
Attention: Director of LPA/MPO and Grant Administration
100 North Senate Avenue, Room N758-LPA
Indianapolis, IN 46204
E-mail: indotlpampo@indot.in.gov

With a copy to:

Chief Legal Counsel/Deputy Commissioner
Indiana Department of Transportation
100 N Senate Avenue, Room N758-Legal
Indianapolis, IN 46204-2216

B. Notices to the State regarding project management shall be sent to respective District Office:

Marcia Blansett
Fort Wayne District
5333 Hatfield Rd
Fort Wayne, IN 46808
Email: mblansett@indot.in.gov

C. Notices to the Grantee shall be sent to:

City of Goshen
ATTN: Mayor Leichty
204 East Jefferson Street
Goshen, IN 46528
Email: mayor@goshencity.com

As required by IC § 4-13-2-14.8, payments to the Grantee shall be made via electronic funds transfer in accordance with instructions filed by the Grantee with the Indiana Auditor of State.

19. Order of Precedence; Incorporation by Reference. Any inconsistency or ambiguity in this Grant Agreement shall be resolved by giving precedence in the following order: (1) this Grant Agreement, (2) Exhibits prepared by the State, (3) Invitation to Apply for Grant; (4) the Grant Application; and (5) Exhibits prepared by Grantee. All of the foregoing are incorporated fully herein by reference.

20. Public Record. The Grantee acknowledges that the State will not treat this Grant as containing confidential information, and will post this Grant on the transparency portal as required by Executive Order 05-07 and IC § 5-14-3.5-2. Use by the public of the information contained in this Grant shall not be considered an act of the State.

21. Termination for Breach.

A. Failure to complete the Project and expend State, local and/or private funds in accordance with this Grant Agreement may be considered a material breach, and shall entitle the State to suspend grant payments, and to suspend the Grantee's participation in State grant programs until such time as all material breaches are cured to the State's satisfaction.

B. The expenditure of State or federal funds other than in conformance with the Project or the Budget may be deemed a breach. The Grantee explicitly covenants that it shall promptly repay to the State all funds not spent in conformance with this Grant Agreement.

22. Termination for Convenience. Unless prohibited by a statute or regulation relating to the award of the Grant, this Grant Agreement may be terminated, in whole or in part, by the State whenever, for any reason, the State determines that such termination is in the best interest of the State. Termination shall be effected by delivery to the Grantee of a Termination Notice, specifying the extent to which such termination becomes effective. The Grantee shall be compensated for completion of the Project properly done prior to the effective date of termination. The State will not be liable for work on the Project performed after the effective date of termination. In no case shall total payment made to the Grantee exceed the original grant.

23. Travel. No expenses for travel will be reimbursed unless specifically authorized by this Grant.

24. Provision Applicable to Grants with tax-funded State Educational Institutions: "Separateness" of the Parties. The State acknowledges and agrees that because of the unique nature of State Educational Institutions, the duties and responsibilities of the State Educational Institution in these Standard Conditions for Grants are specific to the department or unit of the State Educational Institution. The existence or status of any one contract or grant between the State and the State Educational Institution shall have no impact on the execution or performance of any other contract or grant and shall not form the basis for termination of any other contract or grant by either party.

25. State Boilerplate Affirmation Clause. I swear or affirm under the penalties of perjury that I have not altered, modified, changed or deleted the State's standard contract clauses (as contained in the *2022 SCM Template*) in any way except as follows: Payment of Claims; the Compliance with Audit and Reporting Requirements; Maintenance of Records were modified to include statutory and program requirements.

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Non-Collusion, Acceptance

The undersigned attests, subject to the penalties for perjury, that the undersigned is the Grantee, or that the undersigned is the properly authorized representative, agent, member or officer of the Grantee. Further, to the undersigned's knowledge, neither the undersigned nor any other member, employee, representative, agent or officer of the Grantee, directly or indirectly, has entered into or been offered any sum of money or other consideration for the execution of this Grant Agreement other than that which appears upon the face hereof. **Furthermore, if the undersigned has knowledge that a state officer, employee, or special state appointee, as those terms are defined in IC § 4-2-6-1, has a financial interest in the Grant, the Grantee attests to compliance with the disclosure requirements in IC § 4-2-6-10.5.**

Agreement to Use Electronic Signatures

I agree, and it is my intent, to sign this Grant Agreement by accessing State of Indiana Supplier Portal using the secure password assigned to me and by electronically submitting this Grant Agreement to the State of Indiana. I understand that my signing and submitting this Grant Agreement in this fashion is the legal equivalent of having placed my handwritten signature on the submitted Grant Agreement and this affirmation. I understand and agree that by electronically signing and submitting this Grant Agreement in this fashion I am affirming to the truth of the information contained therein. I understand that this Grant Agreement will not become binding on the State until it has been approved by the Department of Administration, the State Budget Agency, and the Office of the Attorney General, which approvals will be posted on the Active Contracts Database: <https://secure.in.gov/apps/idoa/contractsearch/>

In Witness Whereof, the Grantee and the State have, through their duly authorized representatives, entered into this Grant Agreement. The parties, having read and understood the foregoing terms of this Grant Agreement, do by their respective signatures dated below agree to the terms thereof.

City of Goshen

Indiana Department of Transportation

By: _____

By: _____

Title: _____

(for) Lyndsay Quist, Commissioner

Date: _____

Date: _____

Electronically Approved by:
Department of Administration

Electronically Approved by:
State Budget Agency

By: (for) Brandon Clifton, Commissioner

By: (for) Chad Ranney, Director

Approved as to Form and Legality:
*Form approval has been granted by the
Office of the Attorney General pursuant to
IC 4-13-2-14.3(e) on July 18, 2025.
FA 25-33*

**ATTACHMENT A
PROJECT DESCRIPTION**

Des. No.: 2600308
Application ID: 15129
Program: Local Roads and Bridges Matching Grants
Type of Project: Pavement Replacement
Location:

Route Name	From	To
HACKBERRY DR	0.35 miles west of Sourwood Drive	0.12 miles east of Firethorn Drive
CORRIE RD	Sourwood Drive	County Road 40/Woodfield Road

A general scope/description of the Project is as follows:

Project will consist of full depth pavement reconstruction on Hackberry Drive and Corrie Drive, both streets having reached their usable life, allowing the city to perform more in house preventative maintenance. The project will include ADA ramps as well.

The maximum amount of state funds allocated to the Project shall not exceed \$939,282.97.

ATTACHMENT B
AWARD LETTER



April 6, 2026

City of Goshen
Mayor Leichty
204 East Jefferson Street
Goshen, IN 46528

RE: Community Crossing Matching Grant Fund 2026-2 Award Letter

Dear Mayor Leichty:

The Indiana Department of Transportation (INDOT) has completed the review and selection of projects for funding in the 2026-2 Community Crossings Matching Grant Fund Program. Your community has preliminarily been awarded Community Crossings Matching Grant Funds based upon your estimates the following:

Application ID	Preliminary Awarded Amount	Location Priority
15129	\$939,282.97	All
TOTAL	\$939,282.97	

Preliminary award amounts are contingent upon the following:

- INDOT must receive a copy of the fully executed contract with a contractor or material supplier.
- Contractor/material supply contracts must be submitted no later than March 1, 2026. Failure to meet this date will result in the forfeiture of your funds. No exceptions.
- The Local Public Agency (LPA) must use DocuSign to electronically sign the Local Roads and Bridges Matching Grant Agreement. Your grant agreement has already been requested, and you should receive it soon.
- Once all documentation listed above is received, reviewed, and contracts fully executed INDOT will transfer the agreed upon contract amount into your account.

The Community Crossings Matching Grant Funds, which are administered by INDOT, will be used for funding up to 50 percent of the construction of your project or the purchase of materials. These grant dollars will enable you to help build and improve Indiana's infrastructure.

If you have any questions, please contact Marcia Blansett, (219) 325-7564 or mblansett@indot.in.gov.

The State of Indiana looks forward to partnering with all Hoosier communities, both urban and rural, to invest in road and bridge infrastructure projects. Improvement to local roads and bridges will bring about economic development, create jobs, and strengthen local transportation networks for all of Indiana.

Sincerely,

Director of Local Programs
Indiana Department of Transportation

www.in.gov/dot/
An Equal Opportunity Employer





**Engineering Department
CITY OF GOSHEN**

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

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

MEMORANDUM

TO: Goshen Board of Public Works & Safety

FROM: Goshen Engineering

RE: **2026 ASPHALT PAVING PROJECT B
(JN: 2026-0002B)**

DATE: April 16, 2026

On April 2, 2026, we received proposals for the above referenced project. Following are the results:

Niblock Excavating - \$5,979,879.30
Rieth-Riley - \$6,340,430.99

The itemized bid tab is attached for your reference.

The Engineering Department is requesting the Board of Public Works and Safety to award the contract to Niblock Excavating as the lowest responsive and responsible bidder.

Requested Motion: Approve the Contract with Niblock Excavating for the 2026 Asphalt Paving project B in the amount of \$5,979,879.30.

SECTION A - MAPLE CITY INDUSTRIAL PARK				Niblock Excavating		Phend & Brown	
Item No.	Est. Qty.	Unit	Description	Unit Price	Amount	Unit Price	Amount
1	1	LSUM	Mobilization & Demobilization	\$60,000.00	\$60,000.00	\$35,000.00	\$35,000.00
2	1	LSUM	Construction Engineering	\$10,000.00	\$10,000.00	\$8,000.00	\$8,000.00
3	1	LSUM	Temporary Maintenance of Traffic	\$2,500.00	\$2,500.00	\$100,000.00	\$100,000.00
4	1	LSUM	Erosion Control	\$4,500.00	\$4,500.00	\$25,000.00	\$25,000.00
5	23,650	SYD	Pavement Removal (All Types)	\$11.80	\$255,420.00	\$11.50	\$271,975.00
6	30	LFT	Concrete Curb Removal (All Types)	\$12.50	\$375.00	\$16.00	\$480.00
7	300	CYD	Common Excavation (Undistributed)	\$30.00	\$9,000.00	\$36.00	\$10,800.00
8	100	TON	No. 2 Limestone or Recycled Concrete (Undist)	\$80.00	\$8,000.00	\$56.00	\$5,600.00
9	100	SYD	Full Depth Patching (Undistributed)	\$85.00	\$8,500.00	\$90.00	\$9,000.00
10	2	EA	Mailbox Removal/Reinstall	\$325.00	\$650.00	\$600.00	\$1,200.00
11	1	LSUM	Linear Grading	\$65,000.00	\$65,000.00	\$23,000.00	\$23,000.00
12	30	LFT	Concrete Curb (All Types)	\$62.50	\$1,875.00	\$100.00	\$3,000.00
13	2,050	TON	1.5" HMA, Type B, Surface, 9.5 mm	\$115.00	\$235,750.00	\$92.00	\$188,600.00
14	2,735	TON	2.0" HMA, Type B, Binder, 12.5 mm	\$92.50	\$252,987.50	\$84.00	\$229,740.00
15	5,725	TON	4.0" HMA Type B, Base, 19.0 mm	\$82.50	\$472,312.50	\$78.00	\$446,550.00
16	3	TON	Tack Coat	\$0.05	\$0.15	\$650.00	\$1,950.00
17	8,585	TON	No. 53 Crushed/Recycled Concrete	\$31.50	\$270,427.50	\$44.00	\$377,740.00
18	23,650	SYD	TENSAR NX750 Geogrid or Approved Equal	\$8.10	\$191,565.00	\$7.00	\$165,550.00
19	200	TON	4.0" Aggregate Shoulder, No. 73 Limestone	\$75.00	\$15,000.00	\$96.00	\$19,200.00
21	25	TON	4.0" No. 73 Limestone (Driveway Restoration)	\$85.00	\$2,125.00	\$110.00	\$2,750.00
22	1	EA	Manhole Chimney Reconstruction	\$1,750.00	\$1,750.00	\$3,300.00	\$3,300.00
23	1	EA	Valve Box Adjustment	\$225.00	\$225.00	\$1,800.00	\$1,800.00
24	1,050	LFT	Thermoplastic, White, Single Line, 4"	\$1.75	\$1,837.50	\$2.25	\$2,362.50
25	1	LSUM	Landscape Restoration	\$3,250.00	\$3,250.00	\$53,000.00	\$53,000.00
SUBTOTAL:					\$1,873,050.15		\$1,985,597.50

SECTION B - MAPLE CITY INDUSTRIAL PARK - CORRIE							
Item No.	Est. Qty.	Unit	Description	Unit Price	Amount	Unit Price	Amount
26	1	LSUM	Mobilization & Demobilization	\$28,500.00	\$28,500.00	\$30,000.00	\$30,000.00
27	1	LSUM	Construction Engineering	\$5,000.00	\$5,000.00	\$6,500.00	\$6,500.00
28	1	LSUM	Temporary Maintenance of Traffic	\$2,500.00	\$2,500.00	\$40,000.00	\$40,000.00
29	1	LSUM	Erosion Control	\$2,500.00	\$2,500.00	\$5,500.00	\$5,500.00
30	10,055	SYD	Pavement Removal (All Types)	\$10.50	\$105,577.50	\$11.50	\$115,632.50
31	1	LSUM	Linear Grading	\$30,000.00	\$30,000.00	\$12,000.00	\$12,000.00
32	8	SYD	Concrete Sidewalk, 4"	\$82.50	\$660.00	\$380.00	\$3,040.00
33	3	SYD	Concrete ADA Ramp w/ Truncated Domes	\$550.00	\$1,650.00	\$850.00	\$2,550.00
34	875	TON	1.5" HMA, Type B, surface, 9.5 mm	\$115.00	\$100,625.00	\$92.00	\$80,500.00
35	1,165	TON	2.0" HMA, Type B, Binder, 12.5 mm	\$92.50	\$107,762.50	\$84.00	\$97,860.00
36	2,325	TON	4.0" HMA, Type B, Base, 19.0 mm	\$82.50	\$191,812.50	\$78.00	\$181,350.00
37	2	TON	Tack Coat	\$0.05	\$0.10	\$650.00	\$1,300.00
38	3,650	TON	No. 53 Crushed/Recycled Concrete	\$31.50	\$114,975.00	\$44.00	\$160,600.00
39	10,055	SYD	TENSAR NX750 Geogrid or Approved Equal	\$8.10	\$81,445.50	\$7.00	\$70,385.00
40	170	TON	4.0" Aggregate Shoulder, No. 73 Limestone	\$75.00	\$12,750.00	\$96.00	\$16,320.00
41	40	TON	4.0" No. 73 Limestone (Driveway Restoration)	\$85.00	\$3,400.00	\$110.00	\$4,400.00
42	1	EA	Manhole Chimney Reconstruction	\$1,750.00	\$1,750.00	\$3,300.00	\$3,300.00
43	6	EA	Valve Box Adjustment	\$225.00	\$1,350.00	\$1,800.00	\$10,800.00
44	5,955	LFT	Thermoplastic, White, Single Line, 4"	\$1.75	\$10,421.25	\$2.25	\$13,398.75
45	1	LSUM	Landscape Restoration	\$1,650.00	\$1,650.00	\$30,000.00	\$30,000.00
SUBTOTAL:					\$804,329.35		\$885,436.25

SECTION C - MAPLE CITY IND. PARK - HACKBERRY							
Item No.	Est. Qty.	Unit	Description	Unit Price	Amount	Unit Price	Amount
46	1	LSUM	Mobilization & Demobilization	\$27,500.00	\$27,500.00	\$15,000.00	\$15,000.00
47	1	LSUM	Construction Engineering	\$5,000.00	\$5,000.00	\$3,500.00	\$3,500.00
48	1	LSUM	Temporary Maintenance of Traffic	\$2,500.00	\$2,500.00	\$60,000.00	\$60,000.00
49	1	LSUM	Erosion Control	\$13,250.00	\$13,250.00	\$6,500.00	\$6,500.00
50	13,515	SYD	Pavement Removal (All Types)	\$10.50	\$141,907.50	\$11.50	\$155,422.50
51	1	LSUM	Linear Grading	\$40,000.00	\$40,000.00	\$10,000.00	\$10,000.00
52	1,170	TON	1.5" HMA, Type B, Surface, 9.5 mm	\$115.00	\$134,550.00	\$92.00	\$107,640.00
53	1,560	TON	2.0" HMA, Type B, Binder, 12.5 mm	\$92.50	\$144,300.00	\$84.00	\$131,040.00
55	3,270	TON	4.0" HMA, Type B, Base, 19.0 mm	\$82.50	\$269,775.00	\$78.00	\$255,060.00
56	2	TON	Tack Coat	\$0.05	\$0.10	\$650.00	\$1,300.00
57	4,905	TON	No. 53 Crushed/Recycled Concrete	\$31.50	\$154,507.50	\$44.00	\$215,820.00
58	13,515	SYD	TENSAR NX750 Geogrid or Approved Equal	\$8.10	\$109,471.50	\$7.00	\$94,605.00
59	325	TON	4.0" Aggregate Shoulder, No. 73 Limestone	\$75.00	\$24,375.00	\$96.00	\$31,200.00
60	15	TON	4.0" No. 73 Limestone (Driveway Restoration)	\$85.00	\$1,275.00	\$110.00	\$1,650.00
61	2	EA	Manhole Chimney Reconstruction	\$1,750.00	\$3,500.00	\$3,300.00	\$6,600.00
62	3	EA	Valve Box Adjustment	\$225.00	\$675.00	\$1,900.00	\$5,700.00
63	1	LSUM	Landscape Restoration	\$1,650.00	\$1,650.00	\$25,000.00	\$25,000.00
SUBTOTAL:					\$1,074,236.60		\$1,126,037.50

SECTION D - MISC. STREETS							
Item No.	Est. Qty.	Unit	Description	Unit Price	Amount	Unit Price	Amount
64	1	LSUM	Mobilization & Demobilization	\$75,000.00	\$75,000.00	\$25,000.00	\$25,000.00
65	1	LSUM	Construction Engineering	\$20,000.00	\$20,000.00	\$40,000.00	\$40,000.00
66	1	LSUM	Temporary Maintenance of Traffic	\$25,000.00	\$25,000.00	\$85,000.00	\$85,000.00
67	1	LSUM	Erosion Control	\$13,250.00	\$13,250.00	\$17,500.00	\$17,500.00
68	13,136	SYD	Pavement Removal (All Types)	\$10.50	\$137,928.00	\$13.00	\$170,768.00
69	18,318	SYD	2.5" Milling, Asphalt Pavement	\$3.00	\$54,954.00	\$4.00	\$73,272.00
70	7,969	SYD	2.5" Milling, Concrete Pavement	\$3.25	\$25,899.25	\$5.00	\$39,845.00
71	820	LFT	Concrete Curb Removal (All Types)	\$12.50	\$10,250.00	\$16.00	\$13,120.00
72	300	CYD	Common Excavation (Undistributed)	\$30.00	\$9,000.00	\$36.00	\$10,800.00
73	100	TON	No. 2 Limestone or Recycled Concrete	\$80.00	\$8,000.00	\$56.00	\$5,600.00
74	100	SYD	Full Depth Patching (Undistributed)	\$85.00	\$8,500.00	\$90.00	\$9,000.00
75	1	EA	Mailbox Removal/Reinstall (Undistributed)	\$325.00	\$325.00	\$600.00	\$600.00
76	1	LSUM	Linear Grading, Chicago Avenue	\$15,000.00	\$15,000.00	\$7,500.00	\$7,500.00
77	1	LSUM	Linear Grading, College Avenue	\$15,000.00	\$15,000.00	\$8,500.00	\$8,500.00
78	1	LSUM	Linear Grading, Monroe Street	\$20,000.00	\$20,000.00	\$7,500.00	\$7,500.00
79	820	LFT	Concrete Curb (All Types)	\$62.50	\$51,250.00	\$70.00	\$57,400.00
80	10	EA	Valve Box Adjustment	\$225.00	\$2,250.00	\$1,900.00	\$19,000.00
81	49	EA	Manhole/Catch Basin Chimney Reconstruction	\$1,750.00	\$85,750.00	\$3,300.00	\$161,700.00
82	290	SYD	Concrete Sidewalk, 4"	\$82.50	\$23,925.00	\$155.00	\$44,950.00
83	225	SYD	Concrete ADA Ramp w/ Truncated Domes	\$550.00	\$123,750.00	\$330.00	\$74,250.00
84	55	SYD	Concrete ADA Ramp w/o Truncated Domes	\$180.00	\$9,900.00	\$315.00	\$17,325.00
85	15	SYD	Sidewalk Elimination and Restoration	\$165.00	\$2,475.00	\$49.99	\$749.85
86	112	SYD	Commercial Concrete Approach, 9"	\$175.00	\$19,600.00	\$290.00	\$32,480.00
87	4,955	TON	1.5" - 2.5" HMA, Type B, Surface, 9.5 mm	\$115.97	\$574,631.35	\$99.00	\$490,545.00
88	1,525	TON	2.0" HMA, Type B, Binder, 12.5 mm	\$96.50	\$147,162.50	\$92.00	\$140,300.00
89	3,040	TON	4.0" HMA Type B, Base, 19.0 mm	\$85.00	\$258,400.00	\$77.00	\$234,080.00
90	40	TON	Tack Coat	\$0.05	\$2.00	\$650.00	\$26,000.00
91	4,770	TON	No. 53 Crushed/Recycled Concrete	\$31.50	\$150,255.00	\$44.00	\$209,880.00
92	8,136	SYD	TENSAR NX750 Geogrid or Approved Equal	\$8.10	\$65,901.60	\$7.00	\$56,952.00
93	5,000	SYD	TENSAR HX145 Geogrid or Approved Equal	\$4.00	\$20,000.00	\$10.00	\$50,000.00
94	26,287	SYD	Petromat Enviro	\$6.00	\$157,722.00	\$4.47	\$117,502.89
95	1	LSUM	Traffic Signal Loops & Boxes - Chicago & Linc.	\$12,500.00	\$12,500.00	\$9,735.00	\$9,735.00
96	1	LSUM	Traffic Signal Loops & Boxes - Chicago & Pike	\$11,500.00	\$11,500.00	\$12,900.00	\$12,900.00
97	1	LSUM	Traffic Signal Loops & Boxes - College & Main	\$11,500.00	\$11,500.00	\$12,900.00	\$12,900.00
98	14	EA	Thermoplastic, White, Arrow	\$295.00	\$4,130.00	\$200.00	\$2,800.00
100	1	EA	Thermoplastic, White, RR Crossing	\$1,350.00	\$1,350.00	\$1,000.00	\$1,000.00
101	250	LFT	Thermoplastic, White, Stop Bar, 24"	\$17.50	\$4,375.00	\$15.00	\$3,750.00
102	555	LFT	Crosswalk, Zebra, 24"	\$16.50	\$9,157.50	\$15.00	\$8,325.00
103	620	LFT	Thermoplastic, White, Single Line, 4"	\$1.75	\$1,085.00	\$2.25	\$1,395.00
104	2,300	LFT	Thermoplastic, Yellow, Single Line, 4"	\$1.75	\$4,025.00	\$2.25	\$5,175.00
105	640	LFT	Thermoplastic, White, Single Line, 6"	\$4.00	\$2,560.00	\$9.00	\$5,760.00
106	1	LSUM	Landscape Restoration	\$35,000.00	\$35,000.00	\$32,500.00	\$32,500.00
SUBTOTAL:					\$2,228,263.20		\$2,343,359.74

TOTAL of ALL SECTIONS:					\$5,979,879.30		\$6,340,430.99
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I certify that this bid tab is true and accurate, and the contractors submitted all the required bid information.

Brad Minnick 4-6-26
Civil Brad Minnick, P.E. Date
Traffic Engineer
City of Goshen, Indiana

CITY OF GOSHEN, INDIANA
CONTRACT
FOR
PROJECT: 2026 Paving Project
PROJECT NUMBER: JN 2026-0002 B

THIS CONTRACT ("Contract") is entered into on April _____, 2026, which is the date of the last signature set forth on the signature page (the "Effective Date"), by and between **Niblock Excavating** ("Contractor"), whose address is 906 Maple Street, Bristol, IN 46507, 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 and the Goshen Redevelopment Commission.

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

1. Scope of Work.

- (A) Contractor shall provide all services necessary for the above referenced project (hereinafter referred to as "Project") in accordance with the Specifications that are made a part of that are made a part of and incorporated by reference into this Contract. The Project includes full-depth pavement replacement, milling, pavement reinforcement, and paving of various city streets, including some curb, ADA ramps, sidewalk flatwork, striping, and other related work as required by the Project specifications and plans included in the Specifications and Contract Documents.
- (B) For the purposes of this Contract and the attached Specifications, all services to be performed by Contractor for the Project shall be referred to as the "Work." The Work includes, but is not limited to, providing all supervision, labor, materials, equipment, tools, transportation, services, and other components necessary for the successful completion of the Project in a timely, professional, and workmanlike manner, including any incidentals whether or not specifically called for in the Specifications.
- (C) Contractor agrees to execute the Work by following and applying at all times the highest professional and technical guidelines and standards.

2. Component Parts of this Contract.

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

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

3. **Duties of Contractor.**

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

4. **Effective Date; Term.**

- (A) The Contract shall become effective on the date of the last signature of the authorized representatives of both the Goshen Board of Public Works and Safety and Contractor. This Contract shall continue until all Work on the Project is completed to the satisfaction of City and the respective obligations of each party have been carried out in full, unless otherwise terminated in writing.
- (B) Contractor shall begin Work as soon as practical and in proper weather conditions after receiving a written notice to proceed from City.
- (C) Contractor shall carry out all Work expeditiously with adequate work forces. Mt. Vernon Drive, Yorktown Drive, Independence Drive, Hawthorne Drive, Congress Drive, Chicago Avenue, Revere Drive, Lexington Drive, Park West Drive, Park West Court, and Tanglewood Drive shall be substantially complete on or before October 15, 2026. All Maple City Industrial Park streets, College Avenue, and Monroe Street shall be substantially complete on or before June 30, 2027.

"Substantial completion" or "substantially complete" refers to the date when the Work is sufficiently complete in accordance with the Specifications and Contract Documents, as may be modified by any written and approved amendments or change orders, and the Project is available for its intended use or purpose.
- (D) If Contractor does not substantially complete the Project within the time periods set forth in paragraph (C), City will incur damages. The parties acknowledge that it will be difficult or impossible to quantify, ascertain and prove the actual damages sustained by City in the event

of and by reason of such delay. Therefore, the parties agree that, in the event that the Project is not substantially completed within the time periods set forth in paragraph (C), in lieu of actual damages, the City of Goshen shall be entitled to deduct from the amounts due to Contractor, or Contractor shall pay to the City of Goshen, the sum of Twenty Five Hundred Dollars (\$2,500) per day as liquidated damages and not as a penalty for each calendar day the substantial completion of the Project is delayed.

5. Compensation.

- (A) City shall compensate Contractor for the satisfactory performance of the Work under this Contract based on the Contractor's established unit prices for the work items as set forth in the Project Proposal Form, a copy of which is attached to this Contract. The quantities shown for each work item are estimates only and based on the best information currently available. The actual quantities needed for each work item may be higher or lower than the estimated quantities, and that compensation will be made using the established unit prices for each work item and the actual quantities used in the Project. Adjustments to the actual number of units for a work item used in the Project and resulting compensation will be done by written change order.
- (B) Total (estimated) Project cost, prior to any amendment(s) or change order(s), is Five Million Nine Hundred Seventy-Nine Thousand Eight Hundred Seventy-Nine Dollars and Thirty Cents (\$5,979,879.30).
- (C) Contractor will be responsible for all expenses incurred in the performance of Work under this Contract. Compensation paid to Contractor is in full consideration for any Work performed and any expenses incurred while performing said Work.

6. Payment and Retainage.

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

City of Goshen, Indiana
Attention: Goshen Engineering Department
204 East Jefferson St., Suite 1
Goshen, IN 46528
Email is also acceptable at Engineering@goshencity.com

- (E) In addition, Contractor shall submit proof to City that Contractor has paid all subcontractors, material suppliers, laborers, and those furnishing services for this Project before City makes final payment.
- (F) Except for a final payment as provided by subparagraph (1), City will process payment to Contractor within forty-five (45) days after receipt of a complete and detailed invoice, subject to City's review and acceptance. In the event of any dispute, City shall pay only the undisputed portion of the invoice. Payment shall be deemed made on the date of mailing the check.
 - (1) If the Project is for the construction, improvement, alteration, repair, or maintenance of a highway, street, road or alley, upon Contractor's completion of the Project in accordance with the Specifications and Contract Documents, the final inspection and acceptance by City, and provided Contractor has submitted proof that Contractor has paid all subcontractors, material suppliers, laborers, or those furnishing services under this Contract, City shall pay Contractor the final payment within one hundred twenty (120) days after such completion, inspection, acceptance, and delivery of acceptable evidence. Final payment will not be made on any amounts that are in dispute.
- (G) Any payment made by City shall not relieve the obligation of Contractor to correct any unsatisfactory or defective Work, nor shall such payment constitute acceptance of any Work not in compliance with the Specifications and Contract Documents.
- (H) Contractor shall have a current W-9 form on file with the Goshen Clerk-Treasurer's Office before City will issue payment to Contractor.

7. Payment Bond.

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

8. Performance Bond.

- (A) Contractor agrees to provide City an approved performance bond equal to the contract price within fourteen (14) days after award of the contract.
- (B) The performance bond shall guarantee the faithful and proper performance of the Work in accordance with the Specifications and Contract Documents. The performance bond must specify that a modification, omission or addition to the terms and conditions of the Contract, plans, specifications, drawings or profile; a defect in the Contract; or a defect in the

proceedings preliminary to the letting and award of the public work Contract does not discharge the surety.

- (C) The City shall not release the surety on the performance bond until one (1) year after the date of the City's final settlement with Contractor.

9. **Work/Construction Schedule.**

- (A) Contractor agrees to prepare and submit a work/construction schedule within fourteen (14) days of the Effective Date of this Contract for approval by City.
- (B) The work/construction schedule shall detail the sequence of activities and time duration(s) for the Work so that the Project is completed on or before the substantial completion date. After beginning the Work, Contractor shall update and submit to City the work/construction schedule on a weekly basis until all Work on the Project is complete.
- (C) Contractor agrees to adhere to the work/construction schedule as updated. If Contractor fails to adhere to the work/construction schedule, Contractor shall adopt other or additional means and methods of work or construction and commit additional labor, equipment and other resources as necessary to make up for the time lost and to ensure completion of the Project on or before the substantial completion date.
- (D) Contractor agrees that no modification to the work/construction schedule that will delay the completion of the Project beyond the substantial completion date will be permitted without a formal amendment to this Contract.

10. **Maintenance of Traffic Plan.**

- (A) Contractor agrees to prepare and submit a plan for maintaining traffic within fourteen (14) days of the Effective Date of this Contract for approval by City.
- (B) The maintenance of traffic plan shall include complete details including all traffic control devices to be incorporated.

11. **Project Safety.**

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

12. **Materials and Workmanship; Inspection.**

- (A) All equipment, goods, materials, and systems provided in the performance of this Contract shall be as specified in these Specifications and Contract Documents, be of the best grade and free of defects, and subject to the City's observation, inspection and testing.
- (B) In accordance with Indiana Code § 5-16-8-2 et seq., if any steel or foundry products are to be used or supplied in the performance of this Contract, Contractor shall use only steel or foundry products made in the United States unless the City has determined, in writing, that the cost of the steel or foundry products manufactured in the United States is considered unreasonable.

- (C) Upon request of City, Contractor shall furnish to City for approval full information concerning equipment, goods, materials, and systems that Contractor contemplates using in the Project.
- (D) City shall be afforded complete and unhindered access to the Work for observation, inspecting and testing. Contractor shall provide proper and safe conditions for such access.
- (E) City shall have the right to reject equipment, goods, materials, systems and/or workmanship and require the correction or replacement of equipment, goods, materials, systems or workmanship which are defective or do not conform to the requirements of the project specifications in these Specifications and Contract Documents. Contractor shall correct, at Contractor's expense, any defects, omissions or nonconformance after written notice from City.
- (F) In the event Contractor fails, refuses or neglects to correct any defects, omission or nonconformance, City may correct the same and Contractor agrees to pay on demand the cost and expense for making the correction.

13. **Warranty; Maintenance Bond.**

- (A) Contractor shall warrant all equipment, goods, materials, and systems furnished under this Contract to be new unless otherwise specified, and all workmanship to be of the highest quality, free from faults and defects, and to conform to the requirements of the project specifications in these Specifications and Contract Documents.
- (B) This warranty period shall be as specified in the project specifications, or if no warranty period is specified, the warranty period shall be a minimum of three (3) years after substantial completion of the Project. This warranty shall survive any inspection, testing, acceptance, or payment by the City.
- (C) Under this guarantee, Contractor agrees to correct or replace without delay and at Contractor's expense, the equipment, goods, materials, systems or workmanship which are defective or do not conform to the requirements of the project specifications in these Specifications and Contract Documents.
- (D) Should it become necessary, Contractor agrees to assist City with all necessary steps to file and collect on any manufacturer's warranty for any equipment, goods, materials and systems furnished under this Contract and installed by Contractor or any subcontractor.
- (E) Any work required as a result of erroneous site preparation due to the fault or negligence of Contractor shall also be provided by Contractor at no additional charge to City.
- (F) Contractor agrees to provide City an approved maintenance bond in an amount equal to ten percent (10%) of the contract price upon completion of the Project and acceptance by the City.
- (G) The maintenance bond shall guarantee that all equipment, goods, materials, and systems used and used in the Project and resulting workmanship are in accordance with the Specifications and Contract Documents. Contractor shall be responsible for removing and correcting all defects due to faulty or defective equipment, goods, materials, systems, and/or workmanship and shall pay for any damages to other work resulting therefrom which shall be discovered within the guarantee period.
- (H) The maintenance bond shall not be released until three (3) years after the acceptance of the Work by City.

14. **Independent Contractor.**

- (A) Contractor enters into this Contract, and will remain throughout the term of the Contract, as an independent contractor. This Contract does not in any way create any type of partnership,

association, joint venture, or other business relationship. Contractor agrees that Contractor and any employees, agents or subcontractors of Contractor shall be under the sole and exclusive direction and control of Contractor, and such employees, agents or subcontractors are not and will not become employees, agents or subcontractors of City while this Contract is in effect.

- (B) Contractor shall be solely responsible for injury, including death, to any persons or damages to any property arising out of the acts or omissions of Contractor and/or Contractor's employees, agents or subcontractors.
- (C) Contractor shall provide all necessary unemployment and workers' compensation insurance, and any other insurance on Contractor and Contractor's employees, agents or subcontractors. Contractor is solely responsible for compliance with all federal, state and local laws regarding the reporting of compensation earned and the payment of all income taxes. City will not withhold from any compensation paid any amounts for federal, state or local income taxes.

15. **Non-Discrimination.**

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

16. **Employment Eligibility Verification.**

- (A) In accordance with Indiana Code § 22-5-1.7 et seq., by execution of this Contract, Contractor affirms under the penalties for perjury that Contractor does not knowingly employ an unauthorized alien.
- (B) Contractor further agrees to enroll in and verify the work eligibility status of all newly hired employees through the E-Verify program as defined in Indiana Code § 22-5-1.7-3. Contractor is not required to participate in the E-Verify program should the program cease to exist.

Contractor is not required to participate in the E-Verify program if Contractor is self-employed and does not employ any employees.

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

17. **Investment Activities in Iran.** In accordance with Indiana Code § 36-1-12-23 and Indiana Code § 5-22-16.5, by execution of this Contract, Contractor certifies that Contractor does not engage in investment activities in Iran as defined by Indiana Code § 5-22-16.5-8.

18. **Employee Drug Testing Program.**

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

19. **Contractor Compliance with Other Laws.**

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

- (5) A contractor is and shall remain in compliance with the training program requirements under Indiana Code § 5-16-13-12 as applicable.
- (B) In accordance with Indiana Code § 5-16-13-13, a contractor shall preserve all payroll and related records of a contractor for a period of three (3) years after completion of the Project; and shall open such records to inspection by the department of workforce development.
- (C) This section shall also apply to a contractor in any contractor tier.

20. **Insurance.**

- (A) Prior to commencing Work, Contractor shall furnish City a certificate of insurance in accordance with the following minimum requirements, shall maintain the insurance in full force and effect, and shall keep on deposit at all times during the term of the Contract with City the certificates of proof issued by the insurance carrier that such insurance is in full force and effect.
- (B) Each certificate shall require that written notice be given to the City at least thirty (30) days prior to the cancellation or a material change in the policy.
- (C) Contractor shall 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) Excess Umbrella Coverage - \$2,000,000 each occurrence

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

22. **Force Majeure.** In the event that either party is unable to perform any of its obligations under this Contract or to enjoy any of its benefits because of natural disaster or decrees of governmental bodies not the fault of the affected party (hereinafter referred to as a "Force Majeure Event"), the affected party shall immediately or as soon as reasonably possible under the circumstances provide written notice to the other party. The notice shall provide evidence of the Force Majeure Event to the satisfaction of the other party. Upon receipt of such notice, all obligations under this Contract shall be immediately suspended. The affected party shall do everything possible to resume performance. If the period of nonperformance exceeds thirty (30) days from the receipt of notice of the Force Majeure Event, the party whose ability to perform has not been so affected may, by giving written notice, terminate this Contract and the other party shall have no recourse.

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

are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.

24. **Default.**

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

25. **Termination.**

- (A) This Contract will continue in effect until all required Work provided for in this Contract has been completed to the satisfaction of City and the respective obligations of each party have been carried out in full and shall then terminate.
- (B) The Contract may be terminated in whole or in part, at any time, by mutual written consent of both parties.
- (C) The Contract may be terminated in whole or in part, at any time, in the event a written determination is made under the Section entitled Funding Cancellation.
- (D) City may terminate this Contract, in whole or in part, in the event of default by Contractor.
- (E) Contractor shall be paid for all Work performed and expenses reasonably incurred prior to notice of termination.
- (F) The rights and remedies of the parties under this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

26. **Subcontracting or Assignment of Contract.**

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

27. **Change Orders.**

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

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

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

30. **Applicable Laws.**

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

31. **Governing Law.**

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

32. **Miscellaneous.**

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

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

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

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

with a copy to:

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

Contractor: Niblock Excavating
Attention: Chad Niblock
906 Maple Street
P.O. Box 211
Bristol, IN 46507
Email: cniblock@niblockexc.com

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

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

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

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

Gina M. Leichty, Mayor

Date: _____

Niblock Excavating



Chad Niblock, President

Date: 4/13/26

Goshen Redevelopment Commission

Becky Hutsell, Redevelopment Director

Date: _____



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

RE: **THE CROSSING SUBDIVISION, PHASE 2 - DRAINAGE APPROVAL
REINSTATEMENT (JN: 2018-2072)**

DATE: April 16, 2026

At the Board of Public Works and Safety meeting on April 2, 2026, Goshen Engineering requested, and the Board granted, the withdrawal of the approved drainage plans for Phases 2 and 3 of the Crossing Subdivision. This action was taken in response to the property owner, D.R. Horton, placing a considerable amount of fill material across Phase 3 of the development without prior evaluation of drainage impacts.

Since the Board's action, City staff has continued to communicate with representatives from D.R. Horton. The developer has confirmed that they have engaged a local engineering firm to assess the potential drainage impacts resulting from the added fill in Phase 3. According to the developer, the consultant anticipates approximately six (6) weeks to complete the necessary survey work and update the drainage evaluation. Allowing time for City review of a revised submittal, the Board of Public Works and Safety could reasonably consider reinstating drainage approval for Phase 3 in approximately eight (8) to ten (10) weeks.

D.R. Horton has expressed concern that this timeline may affect its active development commitments. In response, the developer has verbally confirmed that no excessive fill has been added—and will not be added—in Phase 2 of the subdivision.

To date, Goshen Engineering has observed excessive fill placement only within Phase 3 of the development. Based on:

- the developer's commitment to submit revised drainage plans for Phase 3,
- the absence of fill-related drainage concerns in Phase 2, and
- the assurance that excessive fill will not be placed in Phase 2,

Goshen Engineering supports reinstatement of the drainage plan approval for Phase 2 only, while Phase 3 remains under evaluation.

Requested Motion: Move to reinstate the Board's drainage plan approval for the Crossing Phase 2, with the understanding that D.R. Horton will submit revised drainage plans for Phase 3 for the City's review and future Board consideration.

City of Goshen
Board of Works & Safety

Gina Leichty, Mayor

Mike Landis, Board Member

Mary Nichols, Board Member

Barb Swartley, Board Member

Orv Myers, Board Member