



City of Goshen Board of Public Works & Safety

Regular Meeting Agenda

4:00 p.m., APRIL 23, 2026

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

To access online streaming of the meeting, go to <https://goshen.in.gov/events/>

Call to Order by Deputy Mayor Gina Leichty

Approval of Minutes: April 16, 2026 meeting

Approval of Agenda

- 1) Legal Department request:** Approve and authorize Mayor Leichty to execute an agreement with Aquatic Weed Control for pond care at Shanklin Park for the 2026 season
- 2) Legal Department request:** Approve and authorize Mayor Leichty to execute an agreement with Borntrager, Inc. for complete re-roof of Water Tower Park
- 3) Legal Department request:** Adopt Resolution 2026-08, Rounding the Total Transaction Amount of Cash Transactions *(for all payments made to the city in cash, the total transaction amount for a transaction with a number other than 0 or 5 in the second decimal place shall be rounded upward to the next amount divisible by 5 cents)*
- 4) Legal Department request:** Adopt Resolution 2026-10, Interlocal Memorandum of Understanding for 2025 Edward Byrne Memorial Justice Assistance Grant Formula Program Award
- 5) Legal Department request:** Approve and authorize the Mayor to execute a contract with Traffic Control Specialists, LLC, DBA HighStar Traffic for the 2026 Line Striping Project
- 6) Legal Department request:** Adopt Resolution 2026-12, Interlocal Agreement with the County of Elkhart for Paving of County Road 17
- 7) Legal Department request:** Adopt Resolution 2026-11, Interlocal Agreement with the County of Elkhart for Paving of County Road 40
- 8) Legal Department request:** Approve and authorize the Mayor to execute an agreement with ACM Engineering & Environmental Services for Asbestos & XRF Lead Paint Inspections at Shanklin Park
- 9) Legal Department request:** Approve and authorize the Mayor to execute an agreement with Family Value Flooring for flooring at Schrock Pavilion



10) Legal Department request: Approve and authorize the Mayor Leichty to execute an agreement with The Grounds Guys for the maintenance of the fountain located at the southeast corner of South Main Street and East Washington Street

11) Legal Department request: Approve and authorize Mayor Leichty to execute the attached Agreement with ESRI for Subscriptions for all ArcGIS Products

12) Legal Department request: Approve and authorize Mayor Leichty to execute an agreement with Cathy's Cleaning Service for cleaning services for the Goshen Fire Department Administrative Offices located in the Historic Elkhart County Courthouse.

13) Water Treatment & Sewer Collection Department request: Approve Scope of Services for subsurface soil investigation at the Hilltop Booster Station, to evaluate site geology and groundwater conditions, by Roberts Environmental, LLC

14) Engineering Department request: Approve the three phases of 15th Street road closure to local traffic only between Eisenhower Drive and US 33 from April 27 through June 30

15) Engineering Department request: Approve Mayor Leichty's signing of the City of Goshen's 2025 Municipal Separate Storm Sewer System General Permit Annual Report form that was submitted to the Indiana Department of Environmental Management on April 1, 2026

16) Engineering Department request: Authorize the Mayor to sign the State permit's Hold Harmless indemnity form for the Elkhart County 4H Fair Parade

17) Engineering Department request: Accept Venturi's Temporary Outdoor Seating in Public Right-of-way application for 123 E. Lincoln Ave. and approve it until Oct.30, 2026

18) Engineering Department request: Approve the installation of two "No Trucks" signs per the attached exhibit on Lighthouse Lane, at County Road 19, and Sturgeon Point

19) Engineering Department request: Presentation on the City of Goshen's partnership with the City of Elkhart Aquatic Biology Program

Privilege of the Floor

Approval of Civil City and Utility Claims

Adjournment



**CITY OF GOSHEN BOARD OF PUBLIC WORKS & SAFETY
MINUTES OF THE APRIL 16, 2026 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 26 and April 2, 2026 meetings as prepared by the Clerk-Treasurer. Board member Mary Nichols made a motion to approve the minutes as presented. Board member Orv Myers seconded the motion. The motion passed 5-0.

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

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

City Civil Engineer Brad Minnick said that on April 6, 2026, the Engineering Department received notification from the Indiana Department of Transportation (INDOT) that the City of Goshen had been selected to receive a Community Crossing Grant for the 2026 call for projects. He said once a 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.

Minnick requested that the Board sign the provided Notification of Contractors Award Letter and electronically sign the INDOT/LPA contract.

Nichols/Myers made a motion to sign the INDOT Notification of Contractors Award Letter and electronically sign the INDOT/LPA contract for the 2026-2 CCMG award. The motion passed 5-0.

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

City Civil Engineer Brad Minnick said that on April 2, 2026, the City of Goshen received proposals for the 2026 Asphalt Paving project B. The following are the results:

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

The itemized bid tab was included in the meeting packet for the Board's reference.

Minnick requested that the Board award the contract to Niblock Excavating as the lowest responsive and responsible bidder.

Clerk-Treasurer Aguirre asked Minnick for an explanation about why the City received higher bids than in the initial call for bids. Minnick said the project would now require more work, so the bids were expected to be higher. In addition, he said the costs of some materials have increased in the past few months.

Nichols/Myers made a motion to approve the Contract with Niblock Excavating for the 2026 Asphalt Paving project B in the amount of \$5,979,879.30. The motion passed 5-0.



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

Director of Public Works & Utilities Dustin Sailor said that on April 2, 2026, the Board approved the Engineering Department's request to withdraw the approved drainage plans for Phases 2 and 3 of the Crossing Subdivision.

Sailor said 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, **Sailor** said City staff communicated with D.R. Horton representatives who have engaged a local engineering firm to assess the potential drainage impacts resulting from the added fill in Phase 3.

Sailor said 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 could reasonably consider reinstating drainage approval for Phase 3 in eight to ten weeks.

Sailor said D.R. Horton expressed concern that this timeline may affect its development commitments. In response, the developer has confirmed that no excessive fill has been added-and will not be added-in Phase 2 of the subdivision. To date, City staff has observed excessive fill placement only within Phase 3 of the development.

Sailor said that 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 won't be placed in Phase 2, City staff now supports reinstatement of the drainage plan approval for Phase 2 only, while Phase 3 remains under evaluation.

Board members Landis and Swartley asked about the work on site and the fill material, which **Sailor** addressed.

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

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

Shannon Marks, the Legal Compliance Administrator for the Legal Department, said the City of Goshen and the Indiana Office of Energy Development entered into a grant agreement, dated May 22, 2024, for \$200,000 in funds to be used for eligible costs to upgrade the roof on the City Annex building.

Marks said included in the meeting packet for Board's approval and authorization for the Mayor to execute was Amendment 1 to this Grant Agreement. Amendment 1 will increase the total grant funding to \$261,587.15 and extend the contract through Oct. 31, 2026.

Nichols/Myers made a motion to approve the terms and conditions and authorize Mayor Leichty to execute Amendment 1 to the Grant Agreement with Indiana Office of Energy Development on behalf of the City of Goshen. The motion passed 5-0.

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

Mayor Leichty opened Privilege of the Floor at 4:08 p.m. There were no comments

APPROVAL OF CIVIL & UTILITY CLAIMS

Mayor Leichty made a motion to approve Civil City and Utility claims and adjourn the meeting. Board member Myers seconded the motion. The motion passed 5-0.

ADJOURNMENT

Mayor Leichty adjourned the meeting at 4:09 p.m.



APPROVED:

Mayor Gina Leichty

Mike Landis, Member

Orv Myers, Member

Mary Nichols, Member

Barb Swartley, Member

ATTEST:

Richard R. Aguirre, City of Goshen Clerk-Treasurer



CITY OF GOSHEN LEGAL DEPARTMENT

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

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

April 23, 2026

To: Board of Public Works and Safety
From: Christina M. Bonham, Paralegal
Subject: Agreement with Aquatic Weed Control for Pond Care at Shanklin Park

It is recommended that the Board approve and authorize Mayor Leichty to execute the attached Agreement with Aquatic Weed Control to allow the City to enter into an agreement for pond care at Shanklin Park for the 2026 season. This Agreement shall be in effect from late April through September 2026.

The total cost for the pond care will be One Thousand Eight Hundred Twenty Dollars (\$1,820.00), the breakdown of which is as follows:

- \$1,580.00 for 10-12 visits for the season-long pond care service; and
- \$240.00 for blue pond dye.

Suggested Motion:

Approve and authorize Mayor Leichty to execute the attached Agreement with Aquatic Weed Control for pond care at Shanklin Park for the 2026 season.

AGREEMENT WITH AQUATIC WEED CONTROL FOR POND CARE AT SHANKLIN PARK

THIS AGREEMENT is entered into on _____, 2026, which is the date of the last signature set forth on the signature page, by and between **Aquatic Weed Control** (“Contractor”), whose mailing address is P.O. Box 325, Syracuse, IN 46567, and **City of Goshen, Indiana** (“City”), a municipal corporation and political subdivision of the State of Indiana acting through the Goshen Board of Public Works and Safety.

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

Section 1. Component Parts of this Agreement

- (A) This Agreement shall include these terms and conditions, as well as the terms and conditions set forth in Contractor’s Proposal dated November 11, 2025, and attached to this Agreement as Exhibit A.
- (B) Any inconsistency or ambiguity in this Contract shall be resolved by giving precedence in the following order:
 - (1) This Agreement, and Amendments; and
 - (2) Contractor’s Proposal dated November 11, 2025.

Section 2. Scope of Services

Contractor shall provide City the services for the season-long (late April through September 2026) pond care and blue pond dye, which services are more particularly described in Contractor’s November 11, 2025, proposal attached as Exhibit A (hereinafter referred to as “Duties”). In the event of any conflict between the terms of this agreement and the terms contained in the proposal attached as Exhibit A, the terms set forth in this agreement shall prevail.

Section 3. Effective Date; Term

- (A) The agreement shall become effective on the day of execution and approval by both parties.
- (B) This agreement shall be effective from late April through September 2026.
- (C) Contractor acknowledges that time is of the essence and that the timely performance of its Duties is an important element of this agreement. Contractor shall perform all Duties as expeditiously as is consistent with professional skill and care in the orderly progress of the Duties.
- (D) Contractor shall commence the Duties as soon as practical after receiving a copy of this fully executed Agreement.

Section 4. Compensation

City agrees to compensate Contractor the total sum of One Thousand Eight Hundred Twenty Dollars (\$1,820.00) for performing all Duties as follows:

Season-Long Pond Care Service			
10-12 visits	\$1,580.00	Total:	\$1,580.00
Blue Pond Dye			
1 visit	\$240.00	Total:	\$240.00
		Contract Total:	\$1,820.00

Section 5. Payment

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

City of Goshen
c/o Goshen Parks & Recreation
524 East Jackson Street
Goshen, IN 46528
Email is also acceptable at goshenparks@goshencity.com

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

Section 6. Licensing/Certification Standards

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

Section 7. Independent Contractor

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

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

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

Section 8. Non-Discrimination

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

Section 9. Employment Eligibility Verification

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

Section 10. Contracting with Relatives

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

Section 11. No Investment Activities in Iran

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

Section 12. Indemnification

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

Section 13. Insurance

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

Section 14. Force Majeure

- (A) Except for payment of sums due, neither party shall be liable to the other or deemed in default under this contract if and to the extent that such party's performance under this contract is

prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the party and could not have been avoided by exercising reasonable diligence. Examples of force majeure are natural disasters or decrees of governmental bodies not the fault of the affected party.

- (B) If either party is delayed by force majeure, the party affected shall provide written notice to the other party immediately. The notice shall provide evidence of the force majeure event to the satisfaction of the other party. The party shall do everything possible to resume performance. If the period of non-performance exceeds thirty (30) calendar days, the party whose ability to perform has not been affected may, by giving written notice, terminate the contract and the other party shall have no recourse.

Section 15. Default

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

Section 16. Termination

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

Section 17. Notice

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

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

Contractor: Aquatic Weed Control
Attention: Jim Donahoe
P.O. Box 325
Syracuse, IN 46567

Section 18. Subcontracting or Assignment

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

Section 19. Amendments

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

Section 20. Waiver of Rights

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

Section 21. Applicable Laws

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

Section 22. Miscellaneous

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

Section 23. Severability

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

Section 24. Binding Effect

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

Section 25. Entire Agreement

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

Section 26. Authority to Execute

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

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

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

Aquatic Weed Control

Gina M. Leichty, Mayor



Jim Donahoe, Owner/Operator

Date Signed: _____

Date Signed: 4/17/26



Contract for Pond Care
Shanklin Park - 2026
411 W Plymouth Ave, Goshen, IN

Description of Season-Long Pond Care Service

- ✓ Regular pond inspections every 2 to 3 weeks from late April through September (10 to 12 visits).
- ✓ Applications for control of submersed weeds as needed throughout the season.
- ✓ Applications for control of non-resistant algae as needed throughout the season.

*Water Use Restrictions: There are no water use restrictions after algae treatments. Weed treatments may result in irrigation restrictions of 3 to 30 days, but only if you use pond water to irrigate. If you have concerns about irrigation, please give us a call.

Cost for Season-Long Pond Care: \$1,580.00

Optional Services (Please check box if desired)

Phosphorus Reduction Treatment: Phosphorus is the main nutrient causing excessive plant and algae growth in ponds. It enters ponds through runoff, leaves, grass clippings, etc. We can use phosphorus removal products that help offset inputs of phosphorus and results in less problems with excessive algae. This is usually a once per year application early in the treatment season.

\$500.00

Blue Pond Dye: Dying the pond blue reflects sunlight which helps reduce weed and algae growth in the pond. \$240.00

Customer Approval

*All work is accomplished by trained, licensed, fully insured biologists and technicians in accordance with guidelines set forth by the state of Indiana. Aquatic Weed Control uses best management practices associated with chemical and mechanical control. Aquatic Weed Control cannot be held responsible or liable for consequences resulting from circumstances beyond reasonable control (i.e. vandalism, unforeseen weather conditions, disregard of posted signs, etc.).

Payment Terms: Payment is due 30 days from the customers receipt of the invoice. The first half of the contracted amount will be billed in spring and will be due on or before April 1. The second half of the contracted amount will be billed in summer and due by August 1.

Signed:
Owner/Operator - Aquatic Weed Control

Signed **SIGNATURE ON AGREEMENT** _____ Date: _____
Customer/Authorized Agent

We offer several other services as well. Check any boxes below if you would like us to contact you with more information.

- Sediment Removal and dredging
- Fountain sales, installation and service
- Aeration sales, installation and service
- Weed control in rocks and on pond banks
- Cattail and water lily control

P.O. Box 325
Syracuse, Indiana
4 6 5 6 7
574-533-2597
Fax 574-534-8230
jim@aquaticweedcontrol.com



CITY OF GOSHEN LEGAL DEPARTMENT

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

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

April 23, 2026

To: Board of Public Works and Safety

From: Christina M. Bonham, Paralegal

Subject: Agreement with Borntreger, Inc. for Complete Reroof of Water Tower Park

It is recommended that the Board approve and authorize Mayor Leichy to execute the attached Agreement with Borntreger, Inc. to allow the City to enter into an agreement for the complete reroof of Water Tower Park.

The total cost for the project will be Four Thousand Seven Hundred Forty-Six Dollars (\$4,746.00), with 50% of the contract due prior to commencement of work on the project upon receipt of invoice for materials and balance of contract due upon receipt of progress invoices.

Suggested Motion:

Approve and authorize Mayor Leichy to execute the attached Agreement with Borntreger, Inc. for complete reroof of Water Tower Park.

**AGREEMENT WITH BORNTRAGER, INC.
FOR COMPLETE REROOF AT WATER TOWER PARK**

THIS AGREEMENT is entered into on _____, 2026, which is the date of the last signature set forth on the signature page, by and between **Borntrager, Inc.** (“Contractor”), whose mailing address is 1715 E. Monroe, Goshen, IN 46528, and **City of Goshen, Indiana** (“City”), a municipal corporation and political subdivision of the State of Indiana acting through the Goshen Board of Public Works and Safety.

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

Section 1. Component Parts of this Agreement

- (A) This Agreement shall include these terms and conditions, as well as the terms and conditions set forth in the Contractor’s Proposal dated March 30, 2026, and attached to this Agreement as Exhibit A.
- (B) Any inconsistency or ambiguity in this Contract shall be resolved by giving precedence in the following order:
 - (1) This Agreement, and Amendments; and
 - (2) Contractor’s Proposal dated March 30, 2026.

Section 2. Scope of Services

Contractor shall provide City the services for the complete reroof of Water Tower Park using Duro-Last PVC, which services are more particularly described in Contractor’s March 30, 2026, proposal attached as Exhibit A (hereinafter referred to as “Duties”).

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

Section 3. Effective Date; Term

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

Section 4. Compensation

City agrees to compensate Contractor the sum of Four Thousand Seven Hundred Forty-Six Dollars (\$4,746.00) for performing all Duties. Fifty percent (50%) of contract due prior to commencement of work on project upon receipt of invoice for materials and balance of contract due upon receipt of progress invoices.

Section 5. Payment

(A) After City pays Contractor fifty percent (50%) of the contract for materials prior to commencement of work on project, City shall pay Contractor for Duties satisfactorily completed under this agreement as Duties progress.

(B) Contractor shall submit to City a detailed invoice upon completion of the Duties to the following address, or at such other address as City may designate in writing:

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

(C) Provided there is no dispute on amounts due, payment will be made to Contractor within forty-five (45) days following City's receipt of a detailed invoice for all Duties satisfactorily completed. If any dispute arises, the undisputed amount will be paid. Payment is deemed to be made on the date of mailing the check.

(D) Contractor is required to have a current W-9 form on file with the Goshen Clerk-Treasurer's Office before City will issue payment.

Section 6. Ownership of Documents

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

Section 7. Licensing/Certification Standards

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

Section 8. Warranty

See attached Exhibit A for specifics on warranty.

Section 9. Independent Contractor

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

Section 10. Non-Discrimination

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

Section 11. Employment Eligibility Verification

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

Section 12. Contracting with Relatives

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

Section 13. No Investment Activities in Iran

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

Section 14. Indemnification

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

Section 15. Insurance

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

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

Section 16. Force Majeure

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

Section 17. Default

- (A) If Contractor fails to perform the services or comply with the provisions of this agreement, then Contractor may be considered in default.
- (B) It shall be mutually agreed that if Contractor fails to perform the services or comply with the provisions of this contract, City may issue a written notice of default and provide a period of time that shall not be less than fifteen (15) days in which Contractor shall have the opportunity to cure. If the default is not cured within the time period allowed, the contract may be terminated by the City. In the event of default and failure to satisfactorily remedy the default after receipt of written notice, the City may otherwise secure similar services in any manner deemed proper by the City, and Contractor shall be liable to the City for any excess costs incurred
- (C) Contractor may also be considered in default by the City if any of the following occur:
 - (1) There is a substantive breach by Contractor of any obligation or duty owed under the provisions of this contract.
 - (2) Contractor is adjudged bankrupt or makes an assignment for the benefit of creditors.
 - (3) Contractor becomes insolvent or in an unsound financial condition so as to endanger performance under the contract.
 - (4) Contractor becomes the subject of any proceeding under law relating to bankruptcy, insolvency or reorganization, or relief from creditors and/or debtors.
 - (5) A receiver, trustee, or similar official is appointed for Contractor or any of Contractor's property.

- (6) Contractor is determined to be in violation of federal, state, or local laws or regulations and that such determination renders Contractor unable to perform the services described under these Specification Documents.
- (7) The contract or any right, monies or claims are assigned by Contractor without the consent of the City.

Section 18. Termination

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

Section 19. Notice

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

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

Contractor: Borntrager, Inc.
Attention: Margo Searfoss
1715 E. Monroe
Goshen, IN 46528

Section 20. Subcontracting or Assignment

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

Section 21. Amendments

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

Section 22. Waiver of Rights

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

Section 23. Applicable Laws

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

Section 24. Miscellaneous

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

Section 25. Severability

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

Section 26. Binding Effect

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

Section 27. Entire Agreement

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

Section 28. Authority to Execute

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

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

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

Borntrager, Inc.

Gina M. Leichty, Mayor

Margo Searfoss

Margo Searfoss, Commercial Sales

Date Signed: _____

Date Signed: 4-14-2026

March 30, 2026

EXHIBIT A

City of Goshen
204 E. Jefferson St.
Goshen, IN 46528
Attn: Jeff
Phone: 574-206-3111
Email: jeffhalsey@goshencity.com

Project: Water Tower Park
524 E. Jackson St.
Goshen, IN 46526

SCOPE OF WORK: COMPLETE REROOF USING DURO-LAST PVC

Area: Deck – 21'10" x 15'10"

1. Remove and dispose of existing roofing, debris, skylight and roof drain.
2. Inspect existing decking for any water damage. Replacement of any damaged decking will be done at an additional cost of \$10.50 per sqft. upon prior inspection and approval from owner/owner's representative.
3. Install .050 white Duro-Tuff single-ply roofing over 1" (R-5.7) rigid Isocyanurate insulation board; mechanically fastened to existing deck per manufacturer's specifications and details.
4. Install Duro-Last prefabricated flashing on all vent stacks, curbs, drains and other penetrations as needed.
5. Install 24-gauge prefinished Kynar coated metal fascia around the exterior perimeter.
6. Install all necessary termination bar and accessories as needed.
7. Install a total of one (1) Josam 22010 roof drain per plans and specifications.

8. Clean premises of all roofing scraps and debris created by this project.

WARRANTY: A twenty-(20) year non-prorated manufacturer's warranty on all materials and labor will be furnished to owner(s) within thirty-(30) days after completion of project.

PRICE.....\$ 4,746.00

TERMS: 50% of contract upon receipt of invoice for materials (due prior to commencement of project). Balance of contract upon receipt of progress invoices.

Respectfully Submitted,

Margo Searfoss
Commercial Sales

****Price cannot be guaranteed beyond 15 days****



CITY OF GOSHEN LEGAL DEPARTMENT

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

Phone (574) 537-3820 • Fax (574) 533-8626 • TDD (574) 534-3185
www.goshen.in.gov

April 23, 2026

To: Board of Public Works and Safety
From: Shannon Marks, Legal Compliance Administrator
Subject: Resolution 2026-08, Rounding the Total Transaction Amount of Cash Transactions

Attached for the Board's approval is Resolution 2026-08, Rounding the Total Transaction Amount of Cash Transactions. This resolution establishes that, for all payments made to the City in cash, the total transaction amount for a transaction with a number other than zero (0) or five (5) in the second decimal place shall be rounded upward to the next amount divisible by five cents (\$0.05).

Suggested Motion:

Move to adopt Resolution 2026-08, Rounding the Total Transaction Amount of Cash Transactions.

**GOSHEN BOARD OF PUBLIC WORKS AND SAFETY
RESOLUTION 2026-08**

Rounding the Total Transaction Amount of Cash Transactions

WHEREAS the General Assembly of the State of Indiana enacted Senate Enrolled Act No. 243, which Governor Braun signed on March 5, 2026, to address the Federal phase out of the penny.

WHEREAS Senate Enrolled Act No. 243 added Indiana Code 23-15-13 as a new Chapter, which requires the City of Goshen to round the total transaction amount payable to the city in any cash transaction to an amount with either a zero (0) or five (5) in the second decimal place.

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

It shall be the policy of the City of Goshen that for all payments made to the City of Goshen in cash, the total transaction amount for a transaction with a number other than zero (0) or five (5) in the second decimal place shall be rounded upward to the next amount divisible by five cents (\$0.05). This policy applies exclusively to cash transactions. All payments made by check, debit card, credit card, or other non-cash methods shall be for the actual total transaction amount.

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

Gina M. Leichty, Mayor

Mary Nichols, Member

Orv Myers, Member

Michael A. Landis, Member

Barb Swartley, Member



CITY OF GOSHEN LEGAL DEPARTMENT

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April 23, 2026

To: Goshen Board of Public Works and Safety

From: Shannon Marks, Legal Compliance Administrator

Subject: Resolution 2026-10, Interlocal Memorandum of Understanding for 2025 Edward Byrne Memorial Justice Assistance Grant Formula Program Award

The County of Elkhart, City of Elkhart, and City of Goshen jointly applied for and were awarded funding under the Edward Byrne Memorial Justice Assistance Grant Program. Each entity will receive \$23,745.33 for fiscal year 2025, to be used for eligible criminal justice purposes. The attached resolution is to approve the terms and conditions of the Interlocal Memorandum of Understanding (MOU) between the three entities, and authorize Mayor Leichty to execute the MOU on behalf of the Board of Public Works and Safety and the City.

Suggested Motion:

Move to adopt Resolution 2026-10, Interlocal Memorandum of Understanding for 2025 Edward Byrne Memorial Justice Assistance Grant Formula Program Award.

**GOSHEN BOARD OF PUBLIC WORKS AND SAFETY
RESOLUTION 2026-10**

**Interlocal Memorandum of Understanding for
2025 Edward Byrne Memorial Justice Assistance Grant Formula Program Award**

WHEREAS in accordance with the Edward Byrne Memorial Justice Assistance Grant (JAG) Program, the County of Elkhart, City of Elkhart and City of Goshen have submitted a joint application for fiscal year 2025 JAG funding to be used for permissible criminal justice purposes;

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

WHEREAS the attached Interlocal Memorandum of Understanding between the three participating units of local government identifies the County of Elkhart as the fiscal agent for the JAG funding, and sets forth the amount of funding to be distributed to each unit.

NOW, THEREFORE, BE IT RESOLVED that the Goshen Board of Public Works and Safety approves the terms and conditions of the Interlocal Memorandum of Understanding for 2025 Edward Byrne Memorial Justice Assistance Grant Formula Program Award between County of Elkhart, City of Elkhart, and City of Goshen attached to and made a part of this resolution.

BE IT FURTHER RESOLVED that the Board authorizes the execution of the Interlocal Memorandum of Understanding by Mayor Gina M. Leichty on behalf of the Goshen Board of Public Works and Safety and the City of Goshen.

PASSED and ADOPTED by the Goshen Board of Public Works and Safety on April 23, 2026.

Gina M. Leichty, Mayor

Mary Nichols, Member

Orv Myers, Member

Michael A. Landis, Member

Barb Swartley, Member

THE STATE OF INDIANA
COUNTY OF ELKHART

KNOW ALL BY THESE PRESENT

INTERLOCAL MEMORANDUM OF UNDERSTANDING (MOU) FOR
2025 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) FORMULA
PROGRAM AWARD

This Interlocal Memorandum of Understanding (MOU) is made and entered into effective this 15th day of April, 2026 by and between the County of Elkhart, Indiana acting by and through its governing body the Board of Commissioners of the County of Elkhart, Indiana for and on behalf of the Elkhart County Sheriff's Office, hereinafter referred to as "COUNTY", the City of Elkhart, Indiana acting by and through its Mayor for and on behalf of the Elkhart Police Department, hereinafter referred to as "ELKHART;" and the City of Goshen, Indiana acting by and through Board of Public Works and Safety with the approval of the Goshen Common Council on behalf of the Goshen Police Department, hereinafter referred to as "GOSHEN;"

WITNESSETH:

WHEREAS each governing body, in performing governmental functions or in paying for the performance of governmental functions hereunder, shall do so in a manner in compliance with applicable law from current funds legally available to that party;

WHEREAS COUNTY, ELKHART and GOSHEN believe it to be in the best interests of the community to reallocate the JAG funds as provided herein;

WHEREAS each governing body finds that the terms, provisions, and performance of this MOU with respect to the 2025 Byrne Justice Assistance Grant (JAG) Program Award is in the best interests of the parties, that the undertaking will benefit the public, and that the allocation of funds fairly compensates the performing parties for the services or functions contemplated herein;

NOW, THEREFORE, in consideration of the premises and the terms and provisions contained herein, COUNTY, ELKHART, and GOSHEN agree as follows:

Section 1 The COUNTY agrees to be the fiscal agent for the joint funds and submit a joint application for the aggregate funds allocated.

Section 2 The COUNTY assumes the responsibility for the administration of the funds including distribution of the funds, monitoring the award, submitting reports including performance measurements and program assessment data, and providing ongoing assistance to ELKHART and GOSHEN.

Section 3 The JAG funds must be used to supplement existing funds for program activities and cannot replace, or supplant, non-federal funds that have been appropriated for the same purpose. JAG funds cannot be used, directly or indirectly, for security enhancements or equipment to non-governmental entities not engaged in criminal justice or public safety.

Section 4 The COUNTY will establish a non-interest-bearing trust fund in which to deposit the JAG funds and will be responsible for assuring that all award monies are expended within the 4-year grant period.

Section 5 All parties agree that ELKHART and GOSHEN shall each utilize their full individual allocation amounts – twenty-three thousand seven hundred forty-five dollars and thirty-three cents (\$23,745.33) each of the aggregate JAG funds allocated herein for officer and community safety in activities of prevention and crime control. ELKHART and GOSHEN shall each timely submit one or more appropriately completed and executed claim forms to COUNTY for processing of a distribution or distributions of the aggregate JAG funds allocated herein for them.

Section 6 All parties agree that the COUNTY shall utilize their full individual allocation amount of the twenty-three thousand seven hundred forty-five dollars and thirty-four cents (\$23,745.34) of the aggregate JAG funds allocated herein for officer and community safety in activities of prevention and crime control.

Section 7 ELKHART and GOSHEN agree to provide timely and appropriate data to assist the COUNTY in monitoring the award and submitting reports.

Section 8 ELKHART and GOSHEN agree to maintain open communications with the COUNTY in regard to the expenditure of JAG funds.

Section 9 ELKHART and GOSHEN agree that any program adjustments must be approved by the Bureau of Justice Assistance Program compliance personnel through the COUNTY and that they will provide the COUNTY a minimum of thirty (30) days' notice of program changes allowing the COUNTY to obtain approval of the program adjustment.

Section 10 Each party to this MOU will be responsible for its own actions in providing services or in receiving funding herein and shall not be responsible for any civil liability that may arise from the furnishing of the services or the receipt of funding by the other parties.

Section 11 By entering into this MOU, the parties do not intend to create any obligations, express or implied, other than those set out herein. Further this MOU shall not create any rights in any party, not a signatory hereto.

Section 12 All parties understand that all activities related to the JAG Program are bound by and compliance must be made with Title II ~ Improving the Department of Justices Grant Programs; Subtitle A ~ Assisting Law Enforcement and Criminal Justice Agencies Sec 500 ~ 508 and the Justice Assistance Grant Application submitted to the Bureau of Justice Assistance, in addition to requirements that may be later added. COUNTY, ELKHART and GOSHEN each respectfully agree to defend, indemnify, and hold harmless that other parties hereto from any claims, demands, damages, liabilities, fines and penalties arising from each party's own respective violation of or failure to comply with these legal requirements.

Section 13 This MOU shall be binding upon the parties hereto and their respective successors. This MOU may be executed in multiple counterparts and separate signature pages with the multiple counterparts and separate signature pages constituting but one single, complete and entire document.

OJP/USDOJ OPPORTUNITY NUMBER O-BJA-2025-172542

COUNTY:

BOARD OF COMMISSIONERS OF THE
COUNTY OF ELKHART, INDIANA

By _____
Bradley Rogers, President

Attest: _____

Title: _____

Date: _____

ELKHART CITY
ELKHART:

By: _____
Title: Rod Roberson, Mayor of Elkhart

Attest: _____

Title: _____

Date: _____

GOSHEN:

BOARD OF PUBLIC WORKS

By: _____
Title: Gina Leichty, Mayor of Goshen

Attest: _____

Title: _____

Date: _____



CITY OF GOSHEN LEGAL DEPARTMENT

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

Phone (574) 537-3820 • Fax (574) 533-8626 • TDD (574) 534-3185
www.goshen.in.gov

April 23, 2026

To: Goshen Board of Public Works and Safety

From: Shannon Marks, Legal Compliance Administrator

Subject: Contract for 2026 Line Striping Project with
Traffic Control Specialists, LLC, DBA HighStar Traffic

The City solicited proposals for the 2026 Line Striping Project in accordance with I.C. § 36-1-12-4.9 and I.C. § 5-22-6. Solicitations were sent to four contractors, and two proposals were received which are summarized on the attached table.

It is recommended that the Board approve and authorize the Mayor to execute the attached Contract with Traffic Control Specialists, LLC, DBA HighStar Traffic. Payment to the contractor will be based on the unit prices for the work items and the actual number of units used for each work item.

Suggested motion:

Move to approve and authorize the Mayor to execute the Contract with Traffic Control Specialists, LLC, DBA HighStar Traffic for 2026 Line Striping Project.

Proposals Received April 10, 2026		C E Hughes Milling, Inc. DBA The Airmarking Co. 1544 N. SR 25 Rochester, IN 46975		Traffic Control Specialists, LLC DBA HighStar Traffic 1810 Pacific Ave. Knox, IN 46534			
Item No.	Description	Estimated Quantity	Unit	Unit Cost	Total	Unit Cost	Total
1	Line, Traffic Paint, Solid, Yellow, 4 inch *	232,072	LFT	0.26	60,338.72	0.17	39,452.24
2	Line, Traffic Paint, Broken, Yellow, 4 inch	1	LFT	0.30	0.30	0.17	0.17
3	Line, Traffic Paint, Solid, Yellow, 6 inch	1	LFT	0.36	0.36	0.19	0.19
4	Line, Traffic Paint, Broken, Yellow, 6 inch	1	LFT	0.41	0.41	0.19	0.19
5	Line, Traffic Paint, Solid, Yellow, 8 inch	1	LFT	0.47	0.47	0.43	0.43
6	Line, Traffic Paint, Broken, Yellow, 8 inch	1	LFT	0.52	0.52	0.43	0.43
7	Line, Traffic Paint, Solid, White, 4 inch *	165,246	LFT	0.26	42,963.96	0.17	28,091.82
8	Line, Traffic Paint, Broken, White, 4 inch	1	LFT	0.30	0.30	0.17	0.17
9	Line, Traffic Paint, Solid, White, 6 inch	1	LFT	0.36	0.36	0.19	0.19
10	Line, Traffic Paint, Broken, White, 6 inch	1	LFT	0.41	0.41	0.19	0.19
11	Line, Traffic Paint, Solid, White, 8 inch	1	LFT	0.47	0.47	0.43	0.43
12	Line, Traffic Paint, Broken, White, 8 inch	1	LFT	0.52	0.52	0.43	0.43
13	Retro-Reflectivity Testing	1	LS	3,000.00	3,000.00	7,500.00	7,500.00
Total Base Proposal:					106,306.80		75,046.88

*** NOTE:** City does not have a breakdown of the estimated linear footage between the solid lines and broken lines for the yellow and white traffic paint. The entire estimated linear footage has been placed under the solid, yellow and white, 4 inch lines. Please also provide a unit cost for the other work item numbers. Payment to the Contractor will be based on the unit prices for the work items and the actual number of units used for that work item.

CITY OF GOSHEN, INDIANA
CONTRACT
FOR
PROJECT: 2026 Line Striping
PROJECT NUMBER: 2026-0100

THIS CONTRACT (“Contract”) is entered into on _____, 2026, which is the date of the last signature set forth on the signature page (the “Effective Date”), by and between **Traffic Control Specialists, LLC, DBA HighStar Traffic** (“Contractor”), whose address is 1810 Pacific Avenue, Knox, IN 46534, and **City of Goshen, Indiana** (“City”), a municipal corporation and political subdivision of the State of Indiana acting through the Goshen Board of Public Works and Safety.

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

1. Scope of Work.

- (A) Contractor shall provide all services necessary for the above referenced project (hereinafter referred to as “Project”). The Project includes the installation of permanent pavement marking upon designated City of Goshen roadways, in accordance with the Specifications for such work that are made a part of and attached to this Contract.
- (B) For the purposes of this Contract:
 - (1) The term “Specifications” are the documents that include a detailed description physical characteristics, functional characteristics, extent, or nature of the public work. The Specifications describe the Work to be performed and the requirements for the materials, equipment, systems, standards, and workmanship as applied to the Work for the Project, and may include, but not limited to the standard specifications and general provisions, supplemental specifications, special provisions, detailed specifications, project specifications, plans, drawings, maps, reports, and any addenda.
 - (2) The term “Work” shall mean all services to be performed by Contractor for the Project. 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) 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.
 - (2) Amendments and/or change orders that may be subsequently executed by City and Contractor.
 - (3) 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 Specifications for the Project, 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 any conflict, inconsistency or ambiguity existing in this Contract and any of the component parts.

3. **Effective Date; Term.**

- (A) The Contract shall become effective on the date of the last signature of the authorized representatives of both the Goshen Board of Public Works and Safety and Contractor (the "Effective Date").
- (B) This Contract 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.
- (C) Contractor shall carry out all Work expeditiously with adequate work forces and shall complete the Project by October 15, 2026.

4. **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 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 Seventy-five Thousand Forty-six and 88/100 Dollars (\$75,046.88).
- (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.

5. **Payment.**

- (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 4, 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. City shall have no obligation to pay for any Work determined to be unsatisfactory, defective, or inconsistent such requirements.
- (C) Contractor shall submit a detailed invoice itemizing the Work satisfactorily completed no more frequently than once every thirty (30) days. The invoice 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
c/o Goshen Street Department
475 Steury Avenue
Goshen, IN 46528

- (D) In addition, Contractor shall submit proof to City that Contractor has paid all subcontractors, material suppliers, laborers, and those furnishing services for this Project before City makes final payment.
- (E) 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.
- (F) 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.
- (G) Contractor shall have a current W-9 form on file with the Goshen Clerk-Treasurer's Office before City will issue payment to Contractor.

6. **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 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 completion date.
- (D) Contractor agrees that no modification to the work/construction schedule that will delay the completion of the Project beyond the completion date will be permitted without a formal amendment to this Contract.

7. **Materials and Workmanship; Inspection.**

- (A) All equipment, goods, materials, and systems provided in the performance of this Contract shall be as specified in the Specifications, be of the best grade and free of defects, and subject to the City's observation, inspection and testing.
- (B) 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.
- (C) 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.
- (D) 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 Specifications. Contractor shall correct, at Contractor's expense, any defects, omissions or nonconformance after written notice from City.
- (E) 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.

8. **Warranty.**

- (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 Specifications.
- (B) This warranty period shall be as specified in the Specifications, or if no warranty period is specified, the warranty period shall be a minimum of one (1) year after 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 Specifications.
- (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.

9. **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.

10. **Non-Discrimination.** 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.

11. **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 any subcontractor.
12. **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.
13. **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 any subcontractor.
14. **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

15. **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.

16. **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.

17. **Funding Cancellation.** Should the City's Common Council make 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.

18. **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 ten (10) 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 Contract documents.
- (7) The Contract or any right, monies or claims are assigned by Contractor without the consent of the City.

19. **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.

20. **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.

21. **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 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.

22. **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.

23. **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.
24. **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.
25. **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.
26. **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.
27. **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.
28. **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 Street Department
475 Steury Avenue
Goshen, IN 46528

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: Traffic Control Specialists, LLC, DBA HighStar Traffic
1810 Pacific Avenue
Knox, IN 46534

- 29. **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.
- 30. **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

Traffic Control Specialists, LLC
DBA HighStar Traffic

Gina M. Leichty, Mayor

Date: _____

By: _____

Printed: _____

Title: _____

Date: _____

GENERAL PROVISIONS

Line Striping Project

1. **Work Included.** The Work shall include all supervision, labor, materials, equipment, services, and other components necessary for, or incidental to, the successful completion of the Project in a timely, professional, and workmanlike manner.
2. **Work Schedule.**
 - a. Contractor shall submit to the Goshen Street Commissioner for acceptance a proposed Work schedule detailing the timeframe(s) and order of Work. The proposed Work schedule shall be submitted within two (2) weeks following the Contract award. The Work schedule shall show sequence, including the start date(s), duration(s), and completion date(s), and it shall demonstrate an orderly and timely progress of Work so that the Project is completed on or before the completion date.
 - b. Once the Contactor mobilizes on the Project, a progressive effort shall be maintained to complete the Work in accordance with the approved Work schedule and to complete the entire Project on or before the completion date.
3. **Hours of Work.**
 - a. Contractor shall perform all Work on this Project between the hours of 7:00 a.m. and 6:00 p.m., Monday through Friday, excluding legal holidays.
 - b. City shall be notified and shall approve in advance if Contractor intends to work on a Saturday and/or a Sunday. Weekend work shall not require City staff to be present to observe or inspect the Work.
4. **Traffic Control & Accessibility.**
 - a. Traffic control for this Project shall be performed in accordance with the Manual on Uniform Traffic Control Devices for streets and highways. Traffic control shall be specific and applicable to the Project.
 - b. Contractor shall be totally responsible for the maintenance of and orderly flow of traffic. Construction engineering and any flagmen, signs, and barricades needed for the Project shall be furnished by the Contractor, and the cost shall be considered incidental to the Project.
 - c. Contractor may, at his own expense, close one or more lanes of traffic or close a street and detour traffic during construction, provided the following conditions are met:
 - i. If the street is not closed, adequate driving lanes shall be left open to allow traffic passage around the Work.
 - ii. If the street is closed and traffic detoured, notification shall be given to affected residents and businesses at least 24 hours prior to closing.
 - iii. Sufficient flagmen, flashers, barricades, warning devices, or other equipment shall be provided to ensure the safety of the traveling public.
 - iv. The restricted traffic lanes or closed streets shall be reopened, if feasible, when Work is not taking place.

- v. Prior approval from the Goshen Street Department of proposed lane closings, street closings, and detour routes shall be obtained, and the Contractor shall give proper notification of such to the police and fire communication center (574-533-4151), Goshen Community Schools (574-533-7176), and Borden Waste-Away Services (574-293-5001).
- vi. Contractor shall be responsible for any damage to pavement, curb, or structures caused by the Contractor, Contractor's agents, or by traffic which was diverted during the Work.

5. Materials and Workmanship.

- a. All workmanship, equipment, materials, and/or articles incorporated in the Work shall be as specified in the project specifications, be of the best grade of the respective kinds of for the purpose intended. Materials and Work called for in this Contract shall be furnished and performed in accordance with well known, established practice and standards as recognized in the industry.
- b. Contractor shall submit the manufacturer's product data, instructions, recommendations, and certifications to the City for review and approval prior to the start of Work.

6. Inspections. City shall have the right to reject equipment, materials, articles, and/or workmanship and require the correction or replacement of equipment, materials, articles, or workmanship which are defective or do not conform to the requirements of the project specifications. Contractor shall correct, at Contractor's expense, any defects, omissions or nonconformance after written notice from City. 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.

7. 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 as required by local, state and federal rules and regulations.
- b. None of the specifications, conditions, plans, or terms of the Contract between the City and the Contractor shall be construed to impose any responsibility upon the City of Goshen, its employees, inspectors, or other agents for the review, determination and/or supervision of all safety precautions and programs. The means, manner and methods of performing the Work remain the sole responsibility of the Contractor. During the performance of the Work for this Project, the City shall not be responsible for the failure of the Contractor to provide a safe workplace for the employees, employees of other Contractors, or the general public.
- c. The wearing of suitable reflective safety vests and hardhats by all workers on the Project shall be mandatory. The requirements shall apply to truck drivers, suppliers, and equipment operators who are outside of their vehicles within the Project limits.

PROJECT SPECIFICATIONS

2026 LINE STRIPING

The Work for this Project shall consist of furnishing and installing, or removing, pavement traffic markings in accordance with the Manual on Uniform Traffic Control Devices (MUTCD), the latest edition of the Indiana Department of Transportation (INDOT) Standard Specifications, and these Project Specifications. The MUTCD and INDOT Standard Specifications are incorporated into these Project Specifications by reference. A copy of INDOT Standard Specifications, Section 808, Pavement Traffic Markings, is attached hereto. If any provision of the Project Specifications conflict with the MUTCD or the INDOT Standard Specifications, then the Project Specifications shall control.

When the INDOT Standard Specifications make reference to the “District Traffic Engineer” or “Engineer,” the phrase “Goshen Street Commissioner” shall be substituted.

When the INDOT Standard Specifications make reference to the “District Traffic Section” or “Department,” the phrase “Goshen Street Department” shall be substituted.

For the purposes of this Project, all Work is being performed on local City of Goshen roadways under the City of Goshen’s jurisdiction. No Work is being performed on the state highway system which is under the jurisdiction of INDOT. Control points are required with paint markings to identify separation between City of Goshen roadway markings and any INDOT approaches. The City is not responsible for INDOT approach pavement markings.

All Work involves the installation of permanent pavement markings upon the City roadways within the striping limits listed in **EXHIBIT 1**. For this Project, the Work includes the painting over existing center lines, gore area outlines, edge lines, and turn lane lines.

The pavement marking materials shall consist of traffic paint and beads. The color and durability requirements shall be met for a minimum of ninety (90) days after application.

This Project does NOT include durable pavement marking materials; the removal of pavement markings; and the installation or removal of snowplowable raised pavement markers.

All Work for this Project is to be completed on or before **October 15, 2026**.

Basis of Proposals

- (1) A Respondent’s proposal for the Project shall be based on established unit prices for the work items. The quantities for each work item stated on the proposal form are estimates only. The estimated quantities for a work item in which unit prices are requested are based on the best information available, however, such estimates are not guaranteed and are solely for the purpose of comparing proposals and determining the lowest cost. A Respondent shall extend unit prices where required. In the event there is an error in the extension of prices, the unit price shall govern.

*** NOTE:** City does not have a breakdown of the estimated linear footage between the solid lines and broken lines for the yellow and white traffic paint. The entire estimated linear footage has been placed under the solid, yellow and white, 4 inch lines. Please also provide a unit cost for the other work item numbers.

- (2) The actual number of units used in the Project may be more or less than the estimated quantities. Payment to Contractor will be based on the unit prices for the work items and the actual number of units used for

that work item. 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.

- (3) The price(s) include all costs necessary to provide for all supervision, labor, materials, equipment, services, and other components necessary for, or incidental to, the successful completion of the Project in a timely, professional, and workmanlike manner. The City of Goshen is exempt from federal excise and state sales taxes. Prices shall not include any tax for which the City is exempt.

**EXHIBIT 1
2026 LINE STRIPING**

ROAD NAME	STRIPING LIMITS	Lin Ft. YELLOW	Lin Ft. WHITE
Midway Rd.	US33 to CR113	7,564	812
Ferndale Rd.	US33 to Willows Way	5,502	1,296
County Home Rd.	Midway to Ferndale	7,398	1,572
Peddler's Village Rd.	Wilden to Reliance Rd.	2,483	5,000
Peddler's Village Rd.	CR17 to Weaver Woods Dr.	2,051	4,000
Green Rd.	Wilden To SR 119	22,000	700
Berkey	Dewey to West City Limits	7,100	0
Beaver Lane	Wilden Ave. to Bashor Rd.	1,012	818
Bashor Rd.	Chicago Ave. to Old CR17	5,402	5,211
Wilden Ave.	Main St. to Wakefield Dr.	19,993	22,755
Indiana Ave.	Chicago Ave. to CR36	2,800	5,200
Lincoln Ave. 1	Greene Rd. East to Railroad	18,422	6,954
Olive	Lincoln to Middlebury	2,578	0
Clinton St. 1	Green to Riverside Dr.	3,750	7,000
Clinton St. 2	2nd St. to 6th St.	2,600	0
Washington St.	2nd St. to 6th St.	2,532	52
2nd St.	Washington St. to Wilkinson St.	3,037	366
Jefferson St.	3rd St. to 6th St.	2,030	0
Madison St.	Main St. to US33	6,000	600
Middlebury St.	Main St. to Zollinger Rd.	2,599	71
Blackport Dr.	Lincoln Ave. to Monroe St.	4,751	7,218
Monroe St.	US33 to Fair Grounds Gate 5	6,751	12,176
Purl St.	5th to 9th	5,000	0
South 8th St.	Lincoln Ave. to College Ave.	15,000	75
College Ave.	Main St. to Railroad East of Century Dr.	17,299	17,257
Eisenhower Dr. North	US33 to Dierdorff Dr.	3,106	3,112
Eisenhower Dr.	US33 to Century Dr.	3,844	6,294
Industrial Park Dr.	Eisenhower Dr. to Kercher Dr.	2,000	0
Messick Dr.	Eisenhower Dr. to Kercher Dr.	700	0
Dierdorff Rd.	College Ave. to Waterford Mills Pkwy.	14,297	17,995
CR27	CR42 to 90' curve North side of Airport	2,560	6,858
CR42	US33 to CR27	5,856	16,187
Regent St.	Dierdorff Rd. to CR40	11,042	472
Weymouth Blvd.	Kercher Rd. to Regent St.	3,712	50
Waterford Mills Pkwy.	Main St. to Dierdorff Rd.	9,301	15,145
		232,072	165,246

The cost of snap-on coverings in light pole bases and waterproof coverings in underground handholes shall be included in the cost of multiple compression fitting.

920 The cost of maintaining highway illumination during the life of the contract and the preparation and transmittal of as-built drawings shall be included in the cost of other pay items.

SECTION 808 – PAVEMENT TRAFFIC MARKINGS

808.01 Description

5 This work shall consist of furnishing and installing, or removing, pavement traffic markings and snowplowable raised pavement markers in accordance with the MUTCD, these specifications, and as shown on the plans.

10 Markings shall be installed as required unless written approval is obtained from the District Traffic Engineer to make modifications at specific locations.

MATERIALS

808.02 Materials

15 Materials shall be in accordance with the following:

15	Beads	921.02(e)
	Cones	801.08
	Multi-Component	921.02(c)
	Preformed Plastic	921.02(b)
20	Snowplowable Raised Pavement Markers	921.02(d)1
	Thermoplastic.....	921.02(a)

25 A Certification, Other, in accordance with 916, shall be provided by the manufacturer that certifies the paint meets all IDEM and EPA regulatory requirements for VOC levels and lead, chromium or other heavy metals.

CONSTRUCTION REQUIREMENTS

808.03 General Requirements

30 Permanent pavement markings shall be placed on the surface course in a standard pavement marking pattern. Center lines shall be placed on two-way two-lane roadway. Lane lines shall be placed on multi-lane divided roads. Both center lines and lane lines shall be placed on multi-lane undivided roads.

35 The pavement shall be cleaned of all dirt, oil, grease, excess sealing material, excess pavement marking material and all other foreign material prior to applying new pavement traffic markings. New paint pavement markings may be placed over sound existing markings of the same color. New thermoplastic, preformed plastic, or

40 multi-component markings may be applied over sound existing markings of a compatible type if allowed by manufacturer's recommendations, a copy of which shall be supplied to the Engineer prior to placement. Existing markings shall be removed in accordance with 808.10 prior to placement of the new markings. Removal of pavement marking material shall be in accordance with 808.10. The pavement surface shall be dry prior to applying pavement traffic markings.

45 Control points required as a guide for pavement traffic markings or groovings shall be spotted with paint for the full length of the road prior to being permanently marked or grooved. Control points along tangent sections shall be spaced at a maximum interval of 100 ft. Control points along curve sections shall be spaced to ensure the accurate location of the pavement traffic markings or groovings. The location of control points will be subject to approval prior to the pavement traffic marking or grooving applications.

55 **808.04 Longitudinal Markings and Milled Corrugations**

55 All longitudinal lines shall be clearly and sharply delineated, straight and true on tangent, and form a smooth curve where required. Lines shall be square at both ends, without mist, drip or spatter.

60 A solid line shall be continuous. A broken line shall consist of 10 ft line segments with 30 ft gaps. A dotted line shall consist of 3 ft line segments with 9 ft gaps unless otherwise indicated on the plans.

All lines shall be gapped at intersections unless otherwise specified or directed.

65 The actual repainting limits for no-passing zone markings will be determined by the Engineer.

70 A new broken line placed over an existing broken line shall laterally match the existing broken line, and the new line segments shall not extend longitudinally more than 10% beyond either end of the existing line segments. A new dotted line placed over an existing dotted line shall laterally match the existing dotted line, and the new line segments shall not extend longitudinally more than 6 in. beyond either end of the existing line segments.

75 **(a) Center Lines**

80 Center lines shall be used to separate lanes of traffic moving in opposite directions. All center line markings shall be yellow in color and 6 in. in width on the state highway system, and 4 in. wide on all other roads. They shall be placed such that the edge of the marking, nearest to the geometric centerline of the roadway, shall be offset 3 in. from the geometric centerline on the state highway system and 3 in. on all other roads unless a different offset is approved by the Engineer.

85 The center line of a multi-lane roadway shall be marked with a double solid line. The two lines forming the double solid line shall be spaced 6 in. apart on the state highway system, 6 in. apart on all other roads, and shall be equally offset on opposite

sides of the geometric centerline unless a different spacing is approved by the Engineer.

90 The center line of a two-lane two-way roadway, where passing is allowed in both directions, shall be marked with a broken line.

95 The center line of a two-lane two-way roadway, where passing is allowed in one direction only, shall be marked with a double line consisting of a broken line and a solid line. The broken line and the solid line shall be spaced 6 in. apart on the state highway system, 6 in. apart on all other roads, and shall be equally offset on opposite sides of the geometric centerline unless a different spacing is approved by the Engineer. The solid line shall be offset toward the lane where passing is prohibited. The broken line shall be offset toward the lane where passing is allowed.

100 The center line shall be placed within the milled corrugation when center line rumble stripes are specified. Placement of the center line marking in the milled corrugation does not alter the pavement marking performance requirements of 808.07.

(b) Lane Lines

105 Lane lines shall be used to separate lanes of traffic moving in the same direction. Normal width lane line markings shall be white in color and shall be 6 in. wide on the state highway system, and 4 in. wide on all other roads. They shall be offset 4 in. to the right of longitudinal pavement joints or divisions between traffic lanes.

110 Wide lane lines for lane drops, route splits, or auxiliary lanes shall be white in color and shall be 10 in. wide on the state highway system, and 8 in. wide on all other roads. White solid lines shall be used to mark lane lines only when specified or directed.

115 (c) Edge Lines

Edge lines shall be used to outline and separate the edge of pavement from the shoulder.

120 Edge line markings shall be 6 in. in width on the state highway system, and 4 in. wide on all other roads. The edge lines shall be placed such that the edge of the marking nearest the edge of the pavement shall be offset 4 in. from the edge of the pavement except as otherwise directed. Right edge lines shall be marked with a white solid line and left edge lines shall be marked with a yellow solid line.

125 The edge line shall be placed in the milled corrugation when edge line rumble stripes are specified. Placement of the edge line marking in the milled corrugation does not alter the pavement marking performance requirements of 808.07.

(d) Barrier Lines

130 Barrier lines shall be used as specified or directed. Barrier line markings shall be solid lines of the size and color specified or as directed.

(e) Markings in Retrofitted Corrugations

135 In sections where corrugations are being placed in the existing surface, all existing pavement markings shall be removed in accordance with 808.10 and any existing sealants shall be removed by routing or grinding. Temporary pavement markings placed in accordance with 801.12 shall be offset a sufficient distance from the longitudinal joint so as not to obstruct the installation of the corrugations.

140 The Contractor shall make a record of the existing pavement marking locations so that such markings may be replicated later with the appropriate adjustments for edge line rumble stripes. This record shall show longitudinal and transverse dimensions. The record shall be submitted to, and is subject to approval by the District Traffic Engineer prior to the removal of existing pavement markings.

145 The District Traffic Section shall be notified two weeks prior to applying pavement markings to allow the District Traffic Section time to verify the pavement marking plan.

150 **808.05 Transverse Markings and Pavement Message Markings**

(a) Transverse Markings

155 Transverse marking lines shall be used as specified or directed to delineate channelizing lines, stop lines, crosswalk lines, and parking lines. Parking lines for ADA accessible parking spaces shall be 4 in. wide and blue in color. Unless otherwise specified or directed, all other parking lines shall be 4 in. wide and white in color. All other transverse markings shall consist of all necessary lines, of the width specified or directed and shall be in accordance with the MUTCD.

160 **(b) Pavement Message Markings**

165 Pavement message markings shall be used as specified or directed for railroad crossing approaches, intersection approaches, crosswalk approaches, ADA accessible parking space symbols, and other messages applied to the pavement with pavement marking material. The markings shall consist of all necessary lines, words, and symbols as specified or directed, and shall be in accordance with the MUTCD.

808.06 Curb Markings

170 Curb markings shall consist of reflectorized paint which shall cover the face and top of the curb. The existing curb and gutter area shall be cleaned of dirt, dust, oil, grease, moisture, curing compound, and unsound layers of other materials before paint is applied to the curb surface.

808.07 Pavement Marking Material Application, Equipment, and Performance Requirements

175 All double line markings, such as a no-passing zone or the center line of an undivided multi-lane roadway, shall be applied in one pass. When a hand-propelled

machine is used, the single pass application of double line markings will not be required and control points shall be spaced at a maximum of 10 ft longitudinally.

180 For contracts with completion dates when conditions do not allow application of the specified marking materials or grooving for durable marking materials, other materials may be substituted with an appropriate unit price adjustment if approved by the Engineer.

185 Markings shall be installed in accordance with the manufacturer's recommendations, except that the minimum requirements stated herein shall also apply. Products specifically designed for application temperatures below the stated minimums herein are not required but may be used if approved by the Engineer.

190 When directed, the Contractor shall provide the Department with original copies of all necessary current manufacturer's installation manuals prior to beginning installation work. No installation work shall begin prior to the Department's receipt of these manuals. These manuals shall become the property of the Department.

195 The markings shall be protected from traffic until dry to eliminate tracking. The markings shall meet or exceed the following performance criteria:

200 1. Color. The daytime and nighttime color of the applied markings shall be in accordance with ASTM D6628 when determined in accordance with ASTM E811 and ASTM E1349.

2. Durability. The pavement markings shall have a minimum resistance to wear of 97% in accordance with ASTM D913.

205 3. Dry retro-reflectivity. Contracts with 50,000 lft or more of longitudinal paint line or 10,000 lft or more for thermoplastic or 10,000 lft or more for multi-component longitudinal durable marking line applied shall have retro-reflectivity measured, except black markings and markings placed on seal coat pavements placed in accordance with 404.
210 Longitudinal lines shall meet required minimum initial and retained average retro-reflectivity measurements.

215 Quality adjustments will apply to preformed plastic longitudinal lines should the Department decide to test for initial retro-reflectivity. All other contracts and markings, except parking lines, shall meet the required longitudinal line minimum measurements and will be measured by the Department at the discretion of the Engineer, except that quality adjustments will not apply. Retained retro-reflectivity is the value at the time of the warranty expiration in accordance with
220 808.09 and will be measured by the Department at the discretion of the Engineer.

4. Wet retro-reflectivity. Contracts with longitudinal durable marking

225 line applied on the state highway system shall meet the required longitudinal line minimum measurements for initial wet retro-reflectivity and will be measured by the Department in accordance with ASTM E2177 at the discretion of the Engineer.

230 The testing period will be not less than 14 days to not more than 30 days after the durable longitudinal lines are applied. The initial wet recovery retro-reflectivity for white markings shall exceed 275 mcd/m²/lx and yellow shall exceed 175 mcd/m²/lx. Sampling zones that do not meet these wet retro-reflectivity levels for white or yellow markings shall be replaced or receive an additional layer of durable marking material and wet reflective optics at no additional cost.

240 Retro-reflectivity testing equipment shall be furnished, calibrated, and operated in accordance with ITM 931. The markings shall be tested in a period of not less than 14 days to not more than 30 days after the materials are applied. The retro-reflectivity equipment shall remain the property of the Contractor.

245 The measurement of retro-reflectivity shall be supervised or performed at all times by an operator trained and certified by the unit's manufacturer. A report as described in the ITM and including the specified test results and calculations shall be prepared and provided to the Engineer within three days of each day of testing.

250 Quality adjustments will be applied to the payment of markings as indicated in the table below. The required minimum initial and retained average retro-reflectivity values for longitudinal line measured in mcd/m²/lx are as follows:

Material Type	White	Yellow	Quality Adjustment*	Retained White	Retained Yellow
Paint	≥ 250	≥ 175	1.00	n/a	n/a
Required Minimum	150 to 249	125 to 174	0.70		
Thermoplastic	≥ 300	≥ 200	1.00	see 808.09	see 808.09
Required Minimum	250 to 299	150 to 199	0.70		
Multi-Component	≥ 300	≥ 200	1.00	see 808.09	see 808.09
Required Minimum	250 to 299	150 to 199	0.70		
Preformed Plastic	≥ 650	≥ 450	1.00	see 808.09	see 808.09
Required Minimum	550 to 649	350 to 449	0.70		
* Quality Adjustments do not apply to the retained retro-reflectivity values.					

(a) Traffic Paint**1. Application**

255 Traffic paint shall be applied only when the ambient air and pavement temperature is 40°F or higher and will remain 40°F or higher for 2 h after application.

The markings shall be protected from traffic until dry to eliminate tracking.

260 The wet film thickness of the traffic paint shall be a minimum of 15 mils. Painted lines and markings shall be immediately reflectorized by applying beads at a uniform minimum rate of 6 lb/gal. of traffic paint. Only standard or modified standard beads shall be used for paint markings.

2. Equipment

265 Traffic paint shall be applied with a spray type machine capable of applying the traffic paint under pressure through a nozzle directly onto the pavement. The truck-mounted machine shall be equipped with the following:

- 270 a. air blast device for cleaning the pavement ahead of the application,
- b. guide pointer to keep the machine on an accurate line,
- 275 c. spray guns which can be operated individually or simultaneously,
- d. agitator or recirculation system as appropriate,
- 280 e. control device to maintain uniform flow and application,
- f. capability of heating the material to application temperatures,
- 285 g. automatic device which will provide a line of the required pattern,
- h. automatic bead dispenser which is synchronized with the marking application.

290 A hand-propelled machine may be used to apply markings. A brush may be used if approved to apply some markings.

3. Performance Requirements

295 The color and durability requirements shall be met for a minimum of 90 days after application.

Pavement marking segments which are found to have an average retro-reflectivity reading below the minimum required shall be re-stripped with no additional payment.

300 Pavement markings segments which have more than four of 16 individual readings below the minimum required shall be re-stripped with no additional payment. The re-stripping shall begin within 14 calendar days of the completion of the retro-reflectivity measurement. Line segments may be re-stripped with no additional payment. Following each re-stripping, additional retro-reflectivity measurements shall

305 be made with no additional payment. Quality adjustments will be based on the final retro-reflectivity measurements. The alignment of all re-stripped pavement markings shall be placed within $\pm 1/4$ in. in width and ± 2 in. in length of the original placed markings. Re-stripping will not be allowed more than two times, after which removal and replacement of the markings will be required.

310

(b) Durable Pavement Marking Material

Durable pavement marking material consists of thermoplastic, preformed plastic, or multi-component markings.

315 Durable pavement marking materials used for center lines, lane lines, or edge lines shall be installed within a groove in the pavement unless otherwise shown on the plans.

Durable pavement marking materials used for barrier lines, pavement messages, and transverse markings shall be surface applied unless otherwise indicated on the

320 plans.

1. Grooving for Durable Pavement Markings

a. Application

325 The pavement shall be grooved prior to the placement of longitudinal durable pavement markings, excluding bridge decks and approach slabs. The location of the groove or recess will be subject to approval and shall be established by any of the following methods:

330

(1) by control points in accordance with 808.03,

(2) by placing a guide line using paint without glass beads as a template for the grooving operation,

335

(3) from temporary markings placed in the final pattern,

(4) from an automated layout and restriping system,

340

(5) by use of the adjacent longitudinal joint with approval from the Engineer, or

(6) by written documentation from the District Traffic Engineer in accordance with 808.01.

345 The groove shall be installed in a single pass using dry cut equipment that utilizes gang-stacked diamond or polycrystalline diamond cutting blades or a blade type that is approved by the pavement marking manufacturer. The groove shall be at least 1 in. and no more than 2 in. wider than the pavement marking to be placed.

350 The Contractor may leave a gap in the grooving for longitudinal lines that delineate the radii of lane usage transitions, driveways, intersections, or adjacent to curb that does not have a curb offset to the marking of at least 12 in. The circulatory roadway of a roundabout intersection shall be considered an intersection. Grooving of longitudinal lines on loop ramps with a radius of less than 100 ft may also be omitted.

355 The depth of the groove shall be in accordance with the manufacturer's recommendations and shall be, at minimum, 5 mils greater than the thickness of the marking material, including exposed glass beads and a maximum of 25 mils greater than the thickness of the marking material including exposed glass beads. A
360 continuous groove shall not be allowed for broken or dotted lane lines. The groove may extend up to 3 in. at either end of a lane line. Grooves shall be no closer than 2 in. to the edge of a longitudinal joint. The groove depth shall be measured with a micrometer depth gauge or depth plate a minimum of every 2,600 ft during installation to verify the groove cutter alignment is stable and the groove depth is correct. The
365 Contractor shall send a copy of the groove depth measurements to the Engineer.

b. Groove Finish and Cleaning

The grooved surface shall be cleaned with vacuuming equipment immediately following the grooving operation. The finished groove surface shall have a smooth or
370 fine corduroy-like appearance with a maximum variation in depth of 10 mils. The surface shall be clean and dry prior to pavement marking installation.

2. Thermoplastic

375 a. Application

Thermoplastic marking shall be applied in molten form by conventional extrusion, by ribbon type extrusion, or spray when the pavement and ambient air temperatures are 50°F and rising. Heat bonded preformed thermoplastic may be used for transverse or message markings. The average final thickness of the thermoplastic marking shall
380 be no less than 90 mils and no more than 125 mils. Immediately following the application of the thermoplastic markings, retro-reflectorization shall be provided by applying pavement marking beads to the surface of the molten material.

385 For longitudinal markings on the state highway system, pavement marking beads shall be from the QPL and shall be applied in accordance with the manufacturer's recommendations to meet both dry and wet retro-reflectivity requirements. Other markings shall be retro-reflectorized with pavement marking beads applied to the molten material at a uniform minimum rate of 8 lb/100 sq ft of marking. Individual passes of markings shall not overlap or be separated by gaps greater than 1/4 in.
390 longitudinally.

b. Equipment

The equipment used for the application of thermoplastic markings shall consist of a kettle for melting the material and an applicator for applying the markings. All of the equipment required for melting and applying the material shall maintain a uniform material temperature within the manufacturer specified limits, without scorching, discoloring, or overheating any portion of the material.

A truck-mounted machine shall be equipped with the following:

- (1) an air blast device for cleaning the pavement ahead of the marking operation,
- (2) a guide pointer to keep the machine on an accurate line,
- (3) at least two spray guns which can be operated individually or simultaneously,
- (4) agitators,
- (5) a control device to maintain uniform flow and application,
- (6) an automatic device which will provide a broken line of the required length, and
- (7) an automatic bead dispenser which is synchronized with the marking application.

A hand-propelled machine may be used to apply markings.

The equipment for applying heat bonded preformed plastic shall be in accordance with the manufacturer's recommendations. An open flame shall not come into direct contact with the pavement.

c. Performance Requirements

When the initial average retro-reflectivity measurement is below the required minimum the segment of line shall be removed and replaced with no additional payment. Pavement markings segments which have more than four of 16 individual readings below the minimum required shall be removed and replaced with no additional payment.

3. Preformed Plastic

a. Application

The markings shall be applied by technicians certified by the manufacturer. The markings shall be applied when the pavement and ambient air temperature is a

440 minimum of 40°F and rising and at least 24 hours since the last rain event. A primer
is required if the ambient air or pavement temperature is below 50°F or the location is
not an interstate, freeway, or expressway. The primer shall be applied in accordance
with the preformed plastic manufacturer's recommendations.

b. Performance Requirements

445 When the initial average retro-reflectivity measurement is below the required
minimum the segment of line shall be removed and replaced with no additional
payment. Pavement markings segments which have more than four of 16 individual
readings below the minimum required shall be removed and replaced with no
additional payment.

450

4. Multi-Component

a. Application

455 This material shall be applied only when the pavement and ambient air
temperatures are 40°F and rising. The wet film thickness of the marking material shall
be a minimum of 25 mils. Immediately following the application of the markings,
retro-reflectorization shall be provided by applying pavement marking beads to the
surface of the wet marking.

460 For longitudinal markings on the state highway system, all pavement marking
beads shall be from the QPL and shall be applied in accordance with the
manufacturer's recommendations to meet both dry and wet retro-reflectivity
requirements. Other markings shall be retro-reflectorized with pavement marking
beads applied to the surface of the wet marking at a uniform minimum rate of 20 lb/gal.
465 of marking.

b. Equipment

470 The machine used to apply the marking material shall precisely meter each
component, and produce and maintain the necessary mixing head temperature within
the required tolerances. The machine shall be equipped in accordance with 808.07(a)2.

c. Performance Requirements

Pavement marking segments which are found to have an average retro-reflectivity
reading below the required minimum shall be re-stripped with no additional payment.
475 Pavement markings segments which have more than four of 16 individual readings
below the minimum required shall be re-stripped with no additional payment. The re-
stripping shall begin within 14 calendar days of the completion of the retro-reflectivity
measurement. Line segments may be re-stripped with no additional payment. Following
each re-stripping, additional retro-reflectivity measurements shall be made with no
480 additional payment.

Quality adjustments will be based on the final retro-reflectivity measurements.
The alignment of all re-stripped markings shall be placed within $\pm 1/4$ in. in width and

485 ±2.0 in. in length of the original placed markings. Re-striping will not be allowed more than two times, after which removal and replacement of the markings will be required.

808.08 Marking Protection and Maintenance of Traffic

490 Protection of the traveling public, of the pavement marking crews, and of the pavement markings shall be provided during the marking operation through the use of proper equipment, traffic control devices, safety devices, and proper procedures.

Traffic control devices shall be placed in accordance with 107.12. Flaggers shall be provided for traffic control as directed.

495 **(a) Vehicle Signs**

Each vehicle in the marking operation shall display the slow moving vehicle emblem when operating at speeds of 25 mph or less. The slow moving emblems shall be removed when the vehicles are operating at speeds greater than 25 mph. The paint crew signs shall be 24 in. high by 96 in. wide, with 12 in. series C black letters on an orange encapsulated lens reflective background.

Type A and Type C flashing arrow signs shall be in accordance with 923.04.

(b) Vehicle Warning Lights

505 All amber flashing warning lights and amber strobe lights mounted on vehicles used in the marking operation shall be in accordance with 801.14(d). All vehicles used in the marking operation shall have a minimum of one flashing amber warning light or amber strobe light which is visible in all directions.

(c) Cones

510 Cones shall be used to protect marking material which requires more than 60 s drying time. Cones shall remain in place until the marking material is dry or firm enough not to track or deform under traffic. Cones shall be removed as soon as possible and shall never be left in place overnight. Edge lines shall not require protection with cones.

The maximum spacing of cones shall be as follows:

	40 mph or less	over 40 mph
Broken Lines	every line segment	every fifth line segment
Solid Lines	20 ft to 30 ft	--

(d) Front Escort Vehicles

520 A front escort vehicle shall be used if the marking vehicle extends across the center line while operating. This front escort vehicle shall be equipped with a forward facing paint crew sign, a rear facing slow moving vehicle emblem, and a red flag mounted at least 10 ft above the pavement.

525

(e) Marking Application Vehicles

530 Marking application vehicles such as edgeline or centerline trucks shall have a rear facing Type A or Type C flashing arrow sign, an amber flashing warning light mounted near the center of the truck bed, and an amber strobe light mounted on each rear corner of the truck bed. The amber flashing warning light and the amber strobe lights shall be mounted on retractable supports and shall be operated at a height of 12 ft above the pavement unless otherwise directed.

(f) Rear Escort Vehicles

535 If cones are not required, a rear escort vehicle shall follow a marking application vehicle at a distance of 100 to 500 ft. If an additional rear escort vehicle is required due to drying time or heavy traffic volume, it shall follow the first rear escort vehicle at a maximum distance of 1,000 ft, and may operate in the travel lane or on the paved shoulder.

540

If cones are required, the cone setting truck shall follow the marking application vehicle and shall be followed by a rear escort vehicle. The cone pickup truck shall be followed by another rear escort vehicle.

545 All rear escort vehicles shall be equipped with a rear facing Type C flashing arrow sign mounted above a rear facing paint crew sign. On two-lane two-way roads, this Type C flashing arrow sign shall be operated with the arrowhead turned off. The supply truck may be used as a rear escort vehicle providing it is empty and is equipped with the required traffic control devices.

550

808.09 Warranty for Durable Pavement Marking Material

555 Durable pavement marking material shall be warranted against failure resulting from material defects or method of application, or the result of snowplowing and deicing activities. The material shall be warranted to retain its color, adherence to the pavement, and shall be free of other obvious defects or failures. Grooved durable pavement markings shall also be warranted to retain retroreflectivity as specified below.

560 All pavement traffic markings which have failed to meet the warranted conditions shall be replaced with no additional payment.

For the terms of the warranty a unit shall be defined as a 1,000 ft section of line of specified width in any combination or pattern.

(a) Surface Applied Durable Pavement Marking Warranty

565 The warranty period for surface applied durable markings shall be 180 days beginning with the substantial completion date for the contract as defined in 101.66, but not prior to November 1 of the calendar year in which the last pavement markings were installed. If more than 3% of a unit or 3% of the total of any one intersection or set of transverse markings fails, the failed portion shall be replaced. All pavement

570

markings required to be replaced under the terms of this warranty shall be replaced within 60 days of the notification of failure.

(b) Grooved Durable Pavement Marking Warranty

575 The warranty period for durable markings placed in a groove shall be two years beginning with the substantial completion date for the contract as defined in 101.66, but not prior to November 1 of the calendar year in which the last pavement markings were installed.

580 The retained retro-reflectivity, mcd/m²/lx, as determined by ITM 931 shall meet or exceed the minimum values at all times during the warranty period as follows:

Material	Year	White	Yellow
Thermoplastic	1	225	150
	2	175	125
Multi-Component	1	225	150
	2	175	125
Preformed Plastic	1	400	300
	2	300	200

585 If more than 3% of a unit or 3% of the total fails, the failed portion shall be replaced. All pavement markings required to be replaced under the terms of this warranty shall be replaced within 60 days of the notification of failure.

808.10 Removal of Pavement Markings

590 Pavement markings which conflict with revised traffic patterns and may confuse motorists shall be removed immediately before, or immediately following, any change in traffic patterns as directed or approved.

595 Removal of pavement markings shall be to the fullest extent possible without materially damaging the pavement surface. Pavement marking removal shall be by self-propelled truck-mounted removal equipment approved by the Engineer, a hand cart equivalent, or by waterblasting, or other approved mechanical means. Grooving will not be allowed.

Grinding will only be allowed under the following conditions:

- 600 (a) when removing durable pavement markings, or
 - (b) when removing non-durable markings where another course of material is to be placed on the existing course.
- 605

Painting over existing pavement markings to obliterate them will not be allowed.

610 The removal equipment shall be capable of eliminating airborne dust while operating and of continuously vacuuming up the debris. If the debris generated during the removal process is greater than the vacuuming capability of the removal truck, or if a hand cart is used, a self-propelled sweeper operating behind the removal truck or hand cart shall be used so that all debris is immediately removed.

615 When a blast method is used to remove pavement markings, the residue, including sand, dust, and marking material, shall be vacuumed concurrently with the blasting operation or removed by other approved methods. Accumulation of sand, dust, or other residual material, which might interfere with drainage or constitute a traffic hazard, will not be allowed.

620 All damage to the pavement caused by pavement marking removal shall be repaired by approved methods with no additional payment.

808.11 Snowplowable Raised Pavement Markers

625 Snowplowable raised pavement markers shall be used as supplemental delineation at the locations shown on the plans or as directed.

(a) Surface Preparation

630 The pavement or bridge deck surface shall be cleaned of dirt, dust, oil, grease, moisture, curing compound, and loose or unsound layers of all materials which would interfere with the proper bonding of the marker to the pavement or bridge deck.

(b) Location

635 Marker locations shall be accurately laid out and will be subject to approval prior to the installation operation.

640 Markers shall not be located on surfaces that show visible evidence of cracking, checking, spalling, or failure of underlying materials. Markers shall not be located within the intersection of a public road. Any marker location which falls on any of the restricted areas shall be moved a longitudinal distance not to exceed 10% of the required marker spacing. If this adjusted location still falls within a restricted area, that marker location shall be deleted. Marker locations shall be as shown on the plans.

(c) Reflector Color

645 The color combinations of the reflectors shall be as shown on the plans unless otherwise directed.

When replacement prismatic reflectors are specified, such reflectors shall not be ordered until the quantity and color combinations have been determined and approved.

650

(d) Installation

Marker installation shall be in accordance with the manufacturer's recommendations.

655 The pavement surface temperature and the ambient air temperature shall be at
least 50°F. The pavement surface shall be dry at the time of marker installation. The
installation slot shall be clean and dry before the adhesive is applied. The slot shall be
filled with sufficient adhesive to provide a watertight seal between the marker base
660 and the pavement, and to fill all voids between the marker base and the surfaces of the
slot. The marker shall be placed in the slot so that the tips of the snowplow deflecting
surfaces are below the pavement surface.

If the pavement surface is newly placed HMA, the pavement shall be allowed to
cure for two days prior to installing the markers.

665 Installation of markers on new concrete pavement, bridge decks, or on newly
overlaid bridge decks shall not be performed until after the pavement or bridge deck
is ready to be opened to traffic as specified elsewhere herein.

670 The number of slots cut in one day shall not exceed the number of markers which
will be installed in that day. No slots shall be left open overnight.

(e) Removal of Markers

675 Markers designated for removal shall be as located on the plans or as otherwise
specified or directed.

If the pavement surface or bridge deck surface is to be removed, the markers shall
be removed prior to any surface removal operation.

680 The markers shall be removed with a jackhammer or other approved equipment.
The area of the pavement or bridge deck disturbed by the marker removal shall not
exceed 3 in. in depth or extend more than 3 in. out from any side of the marker base.

685 The marker removal operation shall stop if it is determined that excessive damage
is occurring to the pavement or bridge deck. The resulting holes shall be filled with
the appropriate patching material as described herein or as otherwise directed.

690 Concrete pavement which is to be overlaid as part of the contract and HMA
pavement shall be patched with HMA intermediate materials.

Concrete pavement which is not to be overlaid as part of the contract and concrete
bridge decks shall be patched with concrete patching material from the QPL of Rapid
Setting Patch Materials.

695 Overlaid bridge decks and bridge decks which are to be overlaid as part of the
contract shall be patched with patching material which is compatible with the deck
overlay material.

700 All patching material shall be placed in accordance with the appropriate
specifications for the patching material.

Removed markers shall become the property of the Contractor and removed from the jobsite prior to the completion of the work.

705 **(f) Replacement of Prismatic Reflectors**

710 Reflectors designated for replacement shall be as shown on the plans or as otherwise directed. Prior to placement of the new reflector, the castings shall be cleaned of all remaining butyl pad materials. All loose or foreign material shall be satisfactorily removed by sandblasting, wire brush, or other approved mechanical means. Removed reflectors shall be disposed of properly off the project site.

808.12 Method of Measurement

715 Broken or dotted lines, placed or removed, will be measured by counting the number of broken or dotted lines placed and multiplying the number of counted lines by the length of the broken or dotted line.

Solid lines will be measured as the total distance in linear feet of solid lines placed or removed.

720 The material, type, color, or width of broken, dotted, or solid lines to be removed will not be considered when measuring such lines for payment.

725 Except as otherwise specified, transverse marking lines will be measured as the total distance in linear feet of lines placed or removed. Transverse marking yield lines will be measured transversely including the entire extent of the marking line and gaps.

Curb markings will be measured by the linear feet along the front face of the curb.

730 Grooving for pavement markings will be measured as the total distance of grooving for each pavement marking line in linear feet.

Pavement message markings will be measured by the total number of each type placed.

735 A railroad crossing pavement message marking shall include the two R's, the X, and the three stop lines per traffic lane. Railroad crossing pavement message markings will be measured by the total number of each marking place.

740 Lane indication arrow pavement message markings will be measured by the number of lane indication arrowheads placed.

745 Removal of pavement message markings will be measured in square yards using areas shown in the following table. The material will not be considered when measuring such markings for pavement.

PAVEMENT MESSAGE MARKINGS			
Description	Area	Description	Area
"Ahead"	3.1 SYS	"RXR"	7.7 SYS
Combo Arrow	3.1 SYS	"School"	3.9 SYS
"Exit"	2.5 SYS	"Stop"	2.6 SYS
"Left"	2.5 SYS	Straight Arrow	1.4 SYS
"Only"	2.5 SYS	"Turn"	2.6 SYS
Railroad "R"	0.6 SYS	Turn Arrow	1.7 SYS
"Right"	3.2 SYS	"XING"	2.5 SYS

750 Snowplowable raised pavement markers will be measured by the number of units placed or removed. Prismatic reflectors will be measured by the number of units furnished and installed. Each two-way prismatic reflector will be measured as one reflector. No measurement will be made for the adhesive or the hole patching material used in the placement or removal of snowplowable raised pavement markers.

808.13 Basis of Payment

755 Lines and transverse markings placed will be paid for at the contract unit price per linear foot for the material, type, color, and width specified. Grooving for pavement markings will be paid for at the contract unit price per linear foot. Curb markings will be paid for at the contract unit price per linear foot for curb painting, of the color specified. Pavement message markings placed will be paid for at the contract unit price per each, for the material and message specified. Lines and transverse markings
760 removed will be paid for at the contract unit price per linear foot. Pavement message markings removed will be paid for at the contract unit price per square yard.

765 Snowplowable raised pavement markers, furnished and installed, or removed will be paid for at the contract unit price per each. Prismatic reflectors will be paid for at the contract unit price per each. Each two-way prismatic reflector will be paid for as one reflector.

770 Payment for furnishing, calibrating, and operating retro-reflectivity testing equipment will be paid for at the contract price for lump sum. The cost of report preparation shall be included in the cost of retro-reflectivity testing. Adjustments to the contract payment with respect to retro-reflectivity of performance based pavement markings will be included in a quality adjustment in accordance with 109.05.1. The Engineer may waive retro-reflectivity testing due to weather limitations. Retro-reflectivity testing will be waived for markings applied after October 31 and
775 before April 1. If retro-reflectivity testing is waived, no payment will be made for retro-reflectivity testing.

780 If retro-reflectivity testing is not waived by the Engineer due to weather or waived by the seasonal time restriction and retro-reflectivity testing is not performed, no payment will be made for retro-reflectivity testing and payment for the marking items will be made at 70% of the unit price.

**PROJECT PROPOSAL FORM
FOR
CITY OF GOSHEN, INDIANA
PROJECT: 2026 Line Striping
PROJECT NUMBER: 2026-0100**

A Respondent shall complete this Project Proposal Form for the above referenced Project in its entirety.

RESPONDENT/CONTRACTOR INFORMATION
--

Respondent's Name: Traffic Control Specialists, LLC DBA HighStar Traffic

Business Address: 1810 Pacific Ave

City: Knox State: IN Zip Code: 46534

Mailing Address (if different): _____

City: _____ State: _____ Zip Code: _____

Contact Person: Rik Ritzler Title: Knox Branch Manager

Telephone Number: 574-772-7001

Fax Number: 574-772-7002

Email Address: estimating@highstartraffic.com

[Continued next page.]

PROPOSED CONTRACT PRICE

The Respondent proposes to furnish all supervision, labor, materials, equipment, services, permits and any other components necessary to successfully complete the Project in accordance with the Specifications, including any incidental requirements. The contract price for the Project will be based on established unit prices for the work items listed below. The sum of the unit prices for the work items are as follows:

Item No.	Description	Estimated Quantity	Unit	Unit Cost	Total	<i>Corrected Total</i>
1	Line, Traffic Paint, Solid, Yellow, 4 inch *	232,072	LFT	0.17	39,452.24	39,452.24
2	Line, Traffic Paint, Broken, Yellow, 4 inch	1	LFT	0.17		0.17
3	Line, Traffic Paint, Solid, Yellow, 6 inch	1	LFT	0.19		0.19
4	Line, Traffic Paint, Broken, Yellow, 6 inch	1	LFT	0.19		0.19
5	Line, Traffic Paint, Solid, Yellow, 8 inch	1	LFT	0.43		0.43
6	Line, Traffic Paint, Broken, Yellow, 8 inch	1	LFT	0.43		0.43
7	Line, Traffic Paint, Solid, White, 4 inch *	165,246	LFT	0.17	28,091.82	28,091.82
8	Line, Traffic Paint, Broken, White, 4 inch	1	LFT	0.17		0.17
9	Line, Traffic Paint, Solid, White, 6 inch	1	LFT	0.19		0.19
10	Line, Traffic Paint, Broken, White, 6 inch	1	LFT	0.19		0.19
11	Line, Traffic Paint, Solid, White, 8 inch	1	LFT	0.43		0.43
12	Line, Traffic Paint, Broken, White, 8 inch	1	LFT	0.43		0.43
13	Retro-Reflectivity Testing	1	LS	7,500.00	7,500.00	7,500.00
Total Base Proposal:					75,044.06	75,046.88

*** NOTE:** City does not have a breakdown of the estimated linear footage between the solid lines and broken lines for the yellow and white traffic paint. The entire estimated linear footage has been placed under the solid, yellow and white, 4 inch lines. Please also provide a unit cost for the other work item numbers. Payment to the Contractor will be based on the unit prices for the work items and the actual number of units used for that work item.

The Respondent acknowledges that proposals shall be evaluated based on the sum(s) provided above. The Respondent also understands that the quantities listed for each work item are estimates only and are provided for the purpose of comparing proposals to determine the Respondent submitting the lowest proposal. (City shall verify all calculations.) If awarded a contract for this Project, the Respondent understands that 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.

BUSINESS CERTIFICATION

A Respondent must complete this page to certify the form of business organization the Respondent is operating under.

A limited partnership, limited liability partnership, limited liability company, and corporation is required to be registered with the Indiana Secretary of State to do business in the state of Indiana and with the City of Goshen in order to be considered responsible. If the business entity is not currently registered with the Indiana Secretary of State, the business entity must agree to become registered as a contingency of being awarded a contract. Failure to register with the Indiana Secretary of State within a reasonable period of time may result in a determination that the business entity is non-responsible, and a contract, if awarded, may be cancelled. This registration requirement DOES NOT apply to a sole proprietorship or general partnership.

Information concerning registration with the Indiana Secretary of State may be obtained by contacting the Indiana Secretary of State, Business Services Division, 200 W. Washington Street, Room 201, Indianapolis, IN 46204; (317) 232-6531; or <https://inbiz.in.gov/BOS/Home/Index>.

By submitting this proposal and signing this Project Proposal Form, Respondent certifies that the Respondent is operating as a (check one):

- SOLE PROPRIETORSHIP
- GENERAL PARTNERSHIP
- LIMITED PARTNERSHIP
- LIMITED LIABILITY PARTNERSHIP
- LIMITED LIABILITY COMPANY
- CORPORATION

The Respondent, excluding a sole proprietorship or general partnership, is organized under the laws of the (complete one):

State of Indiana and **IS** currently registered with the Indiana Secretary of State.

The Business ID number for the Respondent is 2004120800073.

State of _____ but **IS NOT** currently registered with the Indiana Secretary of State. By submitting this proposal, the Respondent agrees to register with the Indiana Secretary of State as a contingency of being awarded a contract.

E-VERIFY PROGRAM CERTIFICATION

In accordance with Indiana Code § 22-5-1.7 et seq., by submitting this proposal and signing this Project Proposal Form, Respondent certifies the following:

- Yes Respondent **IS** currently enrolled in the E-Verify Program as defined in Indiana Code § 22-5-1.7-3.
- _____ Respondent **IS NOT** currently enrolled in the E-Verify Program as defined in Indiana Code § 22-5-1.7-3. By submitting this proposal, the Respondent agrees to enroll in the E-Verify Program as a contingency of being awarded a contract.
- _____ Respondent is self-employed and does not have any employees, and therefore, Respondent **IS NOT** required to enroll in the E-Verify Program as defined in Indiana Code § 22-5-1.7-3.

NON-COLLUSION

In accordance with Indiana Code § 36-1-12-4, by submitting this proposal and signing this Project Proposal Form, Respondent affirms under the penalties for perjury that:

- (1) The Respondent has not entered into a combination or an agreement: (A) relative to the price to be offered by a person; (B) to prevent a person from making an offer; or (C) to induce a person to refrain from making an offer; and
- (2) The Respondent's proposal is made without reference to any other proposal.

NEPOTISM DISCLOSURE

For the purpose of complying with Indiana Code § 36-1-21, identify below whether:

- Yes Respondent **IS NOT** a relative of a City of Goshen elected official.
- _____ Respondent **IS** a relative of a City of Goshen elected official. This includes an individual who is a relative of a City of Goshen elected official, or a business entity that is wholly or partially owned by a relative of a City of Goshen elected official. Please identify:
- Name of City of Goshen elected official: _____
- Relationship to Respondent: _____

INVESTMENT ACTIVITIES IN IRAN

In accordance with Indiana Code § 5-22-16.5, et seq, by submitting this proposal and signing this Project Proposal Form, Respondent certifies the following:

- Yes Respondent **IS NOT** engaged in investment activities in Iran as further defined in Indiana Code § 5-22-16.5-8.
- _____ Respondent **IS** engaged in investment activities in Iran as further defined in Indiana Code § 5-22-16.5-8.

[Continued next page.]



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

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

donshuler@goshencity.com • goshen.in.gov
Phone (574) 537-3855 • Fax (574) 533-8626 • TDD (574) 534-3185

April 23, 2026

To: Board of Public Works and Safety

From: Don Shuler, Assistant City Attorney

Subject: Resolution 2026-12: Interlocal Agreement with the County of Elkhart for Paving of County Road 17

The attached resolution is to approve the terms and conditions of the Interlocal Agreement for the paving of County Road 17 from County Road 28 (Peddler's Village Road) to County Road 30 (Bashor Road). Under the Agreement, the County will serve as lead agency and will bid, award, and administer the construction contract for the project. The project will involve milling and overlay of the roadway, pavement markings, and related improvements. The project is locally funded, with costs allocated 25% to the City and 75% to the County, with the City's contribution capped at \$550,000.

Suggested Motion:

Move to adopt Resolution 2026-12, Interlocal Agreement with the County of Elkhart for Paving of County Road 17.

**Goshen Board of Public Works and Safety
Resolution 2026-12**

**Interlocal Agreement with the County of Elkhart for
Paving of County Road 17**

WHEREAS, the City of Goshen and the County of Elkhart have negotiated an interlocal agreement for the paving of County Road 17 from County Road 28 (Peddler's Village Road) to County Road 30 (Bashor Road);

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

NOW, THEREFORE, BE IT RESOLVED that the Goshen Board of Public Works and Safety approves the terms and conditions of the Interlocal Agreement with the County of Elkhart For Paving of County Road 17 attached to and made a part of this resolution.

PASSED by the Goshen Board of Public Works and Safety on April 23, 2026.

Gina M. Leichty, Mayor

Mary Nichols, Member

Orv Myers, Member

Michael A. Landis, Member

Barb Swartley

Interlocal Agreement
For Paving of County Road 17

THIS AGREEMENT is made and entered into effective as of the last date of signature hereon by and between the City of Goshen, Indiana (hereinafter referred to as "City"), by and through the City of Goshen Board of Public Works and Safety, and with the approval of the Goshen Common Council, and the County of Elkhart, Indiana (hereinafter referred to as "County"), by and through the Board of Commissioners of Elkhart County, Indiana and the County Council of Elkhart County, Indiana.

Recitals:

WHEREAS, County Road 17 (hereinafter "CR 17") is a north-south road running from CR 28 (Peddler's Village Road) to CR 30 (Bashor Road);

WHEREAS, portions of CR 17 are located within both the County and within the corporate limits of the City;

WHEREAS, the parties desire to mill and overlay CR 17 from CR 28 (Peddler's Village Road) south to CR 30 (Bashor Road) (the "Project") through a joint effort to efficiently deliver the Project with shared costs;

WHEREAS, the parties have reviewed the preliminary cost estimate for the Project totaling approximately One Million Eight Hundred Forty Thousand Five Hundred One Dollars and Fifty-Two Cents (\$1,840,501.52), inclusive of Ten Percent (10%) contingency;

WHEREAS, both City and County intend to apply for Community Crossings Matching Grant funding from the Indiana Department of Transportation to support construction of the Project, but the Project is not contingent upon application for nor the receipt of such grant funding;

WHEREAS, City and County enter into this Agreement to set forth their respective roles, responsibilities, and funding for the Project;

NOW, THEREFORE, in consideration of the following terms, conditions, and commitments, the parties agree as follows:

1. Purpose.

- 1.1. This Agreement sets forth the parties' respective roles, responsibilities, and funding obligations for the mill and overlay of CR 17 from CR 28 (Peddler's Village Road) to CR 30 (Bashor Road). This Agreement constitutes the complete and current understanding of the parties regarding roles, responsibilities, and funding for the Project.
- 1.2. The Project will include milling, asphalt paving, joint adhesive application, painting of pavement markings, and related improvements as described in Exhibit A (Preliminary Cost Estimate) and Exhibit B (Project Location Map), both dated January 7, 2026, attached hereto and incorporated herein by reference. The preliminary cost estimate is for planning purposes only, and the actual Project costs will be determined by the bid results and final accounting as provided in Section 3 herein.
- 1.3. The parties acknowledge this is a locally funded project with no federal participation in Project costs. The parties may pursue state grant funding through the Community Crossings Matching Grant program, but the Project will proceed regardless of whether such grant funding is awarded.

2. Lead Agency.

- 2.1. The County will serve as the lead agency and will bid, award, and administer the construction contract for the Project.
- 2.2. The County's responsibilities include, but are not necessarily limited to, the following:
 - 2.2.1. Preparing bid documents and specifications for the Project, with the engineering and design standards for the Project subject to approval of both County and City;
 - 2.2.2. Advertising, receiving, and reviewing bids for the Project;
 - 2.2.3. Awarding the construction contract;
 - 2.2.4. Providing construction inspection services and project management throughout construction;
 - 2.2.5. Maintaining complete Project documentation and accounting of all Project costs;
 - 2.2.6. Providing the City, upon request and following Project completion, a final project cost accounting showing the City's proportional share of actual costs;
 - 2.2.7. Managing the Community Crossings Matching Grant application process for the County's portion of the Project, if the County elects to apply for such funding;and

- 2.2.8. Keeping the City informed of material developments affecting the scope, cost, or schedule of the Project.
- 2.2.9. Meeting all applicable Community Crossings Matching Grant project requirements and deadlines, if either the County or the City elect to apply for such funding.
- 2.2.10. Providing the City final project quantity, invoice, payment and any other documentation within a timeframe that will allow the City to complete the Community Crossings Matching Grant closeout process within the required 30 days after final payment, if the City elects to apply for such funding.

2.3. The City's responsibilities include, but are not necessarily limited to, the following:

2.3.1. Designating a City Representative (CR) to:

- 2.3.1.1. be available to answer, in a reasonable time, requests for information or questions related to the Project that require City input;
- 2.3.1.2. review proposed Change Orders as described in Section 4 below and to acquire necessary approvals for said Change Orders in a timely manner;
- 2.3.1.3. represent the City's interest during the construction phase; and
- 2.3.1.4. attend key meetings related to the Project upon reasonable notice from the County.

2.3.2. Managing the Community Crossings Matching Grant application process for the City's portion of the Project, if the City elects to apply for such funding;

2.3.3. Reviewing and approving any Change orders affecting the City's proportional share of Project costs in accordance with Section 4 below; and

2.3.4. Providing funding for the City's proportional share of Project costs as set forth in Section 3 below.

3. Funding.

3.1. Based on the preliminary estimated dated January 7, 2026, the estimated total Project cost is One Million Eight Hundred Forty Thousand Five Hundred One Dollars and Fifty-Two Cents (\$1,840,501.52). The cost allocation based on the proportional Project length is as follows:

3.1.1. City Share (25%)

3.1.2. County Share (75%)

3.2. City will appropriate and transfer its share, up to a maximum of Five Hundred Fifty Thousand Dollars (\$550,000.00), to the County following receipt of all bids and in the first quarter of 2027, prior to the contractor's start of work. The County must use these funds solely for eligible Project costs, including construction pay items, construction inspection services, Change Order items, and other Project-related costs.

- 3.3. City's actual funding obligation will be twenty-five percent (25.00%) of the documented cost increase resulting from work completed within City limits within forty-five (45) days after receiving the final accounting and supporting documentation from County. However, the City's funding obligation will not exceed Five Hundred Fifty Thousand Dollars (\$550,000.00).
- 3.4. County must maintain separate accounting for Project costs and provide the City with periodic updates upon request.

4. Change Orders.

- 4.1. County, as the contracting party, will have authority to approve and execute Change Orders for the Project; provided, however, any Change Order that will increase the City's costs require approval by City.
- 4.2. For Change Orders requiring City approval:
 - 4.2.1. If City does not need to seek an additional appropriation, the City Representative will provide written action on Change Order requests within fourteen (14) business days after receipt.
 - 4.2.2. If City needs to seek an additional appropriation, the City Representative will provide written action on Change Order requests within a reasonable time after the City takes action on the appropriation request.
- 4.3. County will provide City with copies of all executed Change Orders within five (5) business days of execution.

5. Ownership and Maintenance.

- 5.1. Following Project completion and final acceptance, each party will own and maintain those portions of CR 17 within their respective jurisdictional boundaries; provided, however, that County, as contracting authority, will administer and enforce all warranty claims related to the Project, including work located within the City's jurisdiction.
- 5.2. County will provide City with final project documentation within sixty (60) days after final acceptance, except for any documentation required sooner for Community Crossings Matching Grant project closeout.

6. Filing Requirements.

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

7. Supplemental Documents.

7.1. The Parties agree to execute any and all supplementary documents and to take any and all supplementary steps as are reasonable and appropriate to accomplish the purposes and provisions of this Agreement.

8. Indemnification.

8.1. City acknowledges that County will not be liable to City for completion of or the failure to complete any activities that are an obligation of City to perform pursuant to this Agreement, and City agrees to defend, indemnify, and hold harmless County and its agents, officers, and employees from all claims and suits of any nature whatsoever arising from City's performance of this Agreement, from all judgments therefore, and for all expenses in defending or appealing any such claims or judgments, including without limitation court costs, attorney's fees, and other expenses.

8.2. County acknowledges that City will not be liable to County for completion of or the failure to complete any activities that are an obligation of County to perform pursuant to this Agreement, and County agrees to defend, indemnify, and hold harmless City and its agents, officers, and employees from all claims and suits of any nature whatsoever arising from County's performance of this Agreement, from all judgments therefore, and for all expenses in defending or appealing any such claim or judgments, including without limitation court costs, attorney's fees, and other expenses.

9. Non-Discrimination.

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

10. Anti-Nepotism.

10.1. City and County are aware of the provisions under Indiana Code Chapter 36-1-21 with respect to anti-nepotism in contractual relationships with governmental entities, and will comply with such statute.

11. Investment Activity.

11.1. Pursuant to Indiana Code § 5-22-16.5, City and County each certify that it is not engaged in investment activities in Iran.

12. E-Verify Program.

12.1. Pursuant to Indiana Code § 22-5-1.7-11, County agrees to and will enroll in and verify the work eligibility status of all newly hired employees of County after the date of the Agreement through the E-Verify Program as defined in Indiana Code § 22-5-1.7-3. County further represents and certifies subject to the pains and penalties of perjury that it does not knowingly employ an unauthorized alien.

13. Amendment.

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

14. No Other Agreement.

14.1. Except as otherwise expressly provided herein, this Agreement supersedes all prior agreements, negotiations, and discussions relative to the subject matter hereof and is a full integration of the agreement of the Parties.

15. Severability.

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

16. Indiana Law.

16.1. This Agreement is governed by and construed in accordance with the laws of the State of Indiana.

17. Notice.

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

County: County of Elkhart, Indiana
c/o Jeff Taylor, County Administrator
Elkhart County Administration Building
117 North Second Street
Goshen, Indiana 46526
jtaylor@elkhartcounty.com

with a required copy to:

Yoder Ainlay Ulmer & Buckingham, LLP
Attn: County Attorney
130 North Main Street
Goshen, Indiana 46526
steven.olsen@ya.law

City: City of Goshen, Indiana
Board of Public Works and Safety
c/o Mayor Gina M. Leichy
202 South Fifth Street
Goshen, Indiana 46528
mayor@goshencity.com

with a required copy to:

Donald R. Shuler, Assistant City Attorney
City of Goshen Legal Department
204 East Jefferson Street, Suite 2
Goshen, Indiana 46528
donshuler@goshencity.com

The parties may change their respective mailing addresses by providing written notice of the new address in accordance with the terms and provisions of this paragraph. Email addresses have been provided above only to provide a means of sending courtesy copies of documents sent via mail.

18. Binding Effect.

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

19. Counterparts.

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

20. Term of Agreement.

20.1. This Agreement will persist until the designated Project herein stated has been completed, or until City and County stipulate, in writing, to terminate the same.

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

[Signatures start on the following page].

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

Gina M. Leichty

Michael A. Landis

Mary Nichols

Barb Swartley

Orv Myers

STATE OF INDIANA)
) SS:
COUNTY OF ELKHART)

Before me, the undersigned Notary Public in and for said County and State, this ____ day of _____, 2026, personally appeared Gina M. Leichty, Michael A. Landis, Mary Nichols, Barb Swartley, and Orv Myers of the Goshen Board of Public Works and Safety of the City of Goshen, Indiana, being known to me or whose identity have been authenticated by me to be the persons who acknowledged the execution of the foregoing Interlocal Agreement for and on behalf of the City of Goshen, Indiana for the purpose stated therein.

Witness my hand and Notarial Seal.

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

APPROVAL

The Goshen Common Council of the City of Goshen, Indiana hereby approves of the above and foregoing Interlocal Agreement this ____ day of _____, 2026.

Goshen Common Council
City of Goshen, Indiana

Gina M. Leichty, Mayor & Presiding Officer

ATTEST:

Richard R. Aguirre, Clerk-Treasurer
City of Goshen, Indiana

STATE OF INDIANA)
) SS:
COUNTY OF ELKHART)

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

Witness my hand and Notarial Seal.

Printed Name: _____
Notary Public of _____ County, Indiana
My Commission Expires: _____
Commission Number: _____
Board of Commissioners of the
County of Elkhart, Indiana

Bradley D. Rogers, President

ATTEST:

Tiara Jackson, First Deputy Auditor
County of Elkhart, Indiana

STATE OF INDIANA)
) SS:
COUNTY OF ELKHART)

Before me, the undersigned Notary Public in and for said County and State, this ____ day of _____, 2026, personally appeared Bradley D. Rogers, President of the Board of Commissioners of the County of Elkhart, Indiana, and Tiara Jackson, First Deputy Auditor of the County of Elkhart, Indiana, being known to me or whose identity have been authenticated by me to be the persons who acknowledged the execution of the foregoing Interlocal Agreement for and on behalf of the County of Elkhart, Indiana for the purpose stated therein.

Witness my hand and Notarial Seal.

Steven J. Olsen
Notary Public of Elkhart County, Indiana
My Commission Expires: Sept. 25, 2026
Commission Number: 0716049

County Council of the
County of Elkhart, Indiana

Adam M. Bujalski

Steven E. Clark

Douglas S. Graham

David L. Hess

Darryl J. Riegsecker

Thomas W. Stump

Randall Yohn

ATTEST:

Tiara Jackson, First Deputy Auditor
County of Elkhart, Indiana

STATE OF INDIANA)
) SS:
COUNTY OF ELKHART)

Before me, the undersigned Notary Public in and for said County and State, this ____ day of _____, 2026, personally appeared Adam M. Bujalski, Steven E. Clark, Douglas S. Graham, David L. Hess, Darryl J. Riegsecker, Thomas W. Stump, and Randall Yohn, of the County Council of the County of Elkhart, Indiana, and Tiara Jackson, First Deputy Auditor of the County of Elkhart, Indiana, being known to me or whose identity have been authenticated by me to be the persons who acknowledged the execution of the foregoing Interlocal Agreement for and on behalf of the County of Elkhart, Indiana for the purpose stated therein.

Witness my hand and Notarial Seal.

Steven J. Olsen
Notary Public of Elkhart County, Indiana
My Commission Expires: Sept. 25, 2026
Commission Number: 0716049

This instrument was prepared by Donald R. Shuler, Attorney No. 26587-71, City of Goshen Legal Department, 204 E. Jefferson Street, Suite 2, Goshen, Indiana 46528.

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



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

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

donshuler@goshencity.com • goshen.in.gov
Phone (574) 537-3855 • Fax (574) 533-8626 • TDD (574) 534-3185

April 23, 2026

To: Board of Public Works and Safety

From: Don Shuler, Assistant City Attorney

Subject: Resolution 2026-11: Interlocal Agreement with the County of Elkhart for Paving of County Road 40

The attached resolution is to approve the terms and conditions of the Interlocal Agreement for the paving of County Road 40 from Dierdorff Road to U.S. Highway 33. Under the Agreement, the County will serve as the lead agency and will bid, award, and administer the construction contract for the project. The project will involve milling and overlay of the roadway, pavement markings, and related improvements. The project is locally funded, with costs allocated 48% to the City and 52% to the County, with the City's contribution capped at \$170,000.

Suggested Motion:

Move to adopt Resolution 2026-11, Interlocal Agreement with the County of Elkhart for Paving of County Road 40.

**Goshen Board of Public Works and Safety
Resolution 2026-11**

**Interlocal Agreement with the County of Elkhart for
Paving of County Road 40**

WHEREAS, the City of Goshen and the County of Elkhart have negotiated an interlocal agreement for the paving of County Road 40 from Dierdorff Road to U.S. Highway 33;

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

NOW, THEREFORE, BE IT RESOLVED that the Goshen Board of Public Works and Safety approves the terms and conditions of the Interlocal Agreement with the County of Elkhart For Paving of County Road 40 attached to and made a part of this resolution.

PASSED by the Goshen Board of Public Works and Safety on April 23, 2026.

Gina M. Leichty, Mayor

Mary Nichols, Member

Orv Myers, Member

Michael A. Landis, Member

Barb Swartley

Interlocal Agreement
For Paving of County Road 40

THIS AGREEMENT is made and entered into effective as of the last date of signature hereon by and between the City of Goshen, Indiana (hereinafter referred to as "City"), by and through the City of Goshen Board of Public Works and Safety, the City of Goshen Redevelopment Commission, and with the approval of the Goshen Common Council, and the County of Elkhart, Indiana (hereinafter referred to as "County"), by and through the Board of Commissioners of Elkhart County, Indiana and the County Council of Elkhart County, Indiana.

Recitals:

WHEREAS, County Road 40 (hereinafter "CR 40") is an east-west road running from Dierdorff Road to U.S. Highway 33 (also known as Lincolnway East in the corporate limits of Goshen);

WHEREAS, portions of CR 40 are located within both the County and within the corporate limits of the City;

WHEREAS, the parties desire to mill and overlay CR 40 from Dierdorff Road to U.S. Highway 33 (the "Project") through a joint effort to efficiently deliver the Project with shared costs;

WHEREAS, the parties have reviewed the preliminary cost estimate for the Project totaling approximately Two Hundred Ninety-Four Thousand One Hundred Forty-Four Dollars and Seventy-Five Cents (\$294,144.75);

WHEREAS, City and County enter into this Agreement to set forth their respective roles, responsibilities, and funding for the Project;

NOW, THEREFORE, in consideration of the following terms, conditions, and commitments, the parties agree as follows:

1. Purpose.

- 1.1. This sets forth the parties respective roles, responsibilities, and funding obligations for the mill and overlay of CR 40 from Dierdorff Road to U.S. Highway 33. This Agreement constitutes the complete and current understanding of the parties regarding roles, responsibilities, and funding for the Project.
- 1.2. The Project will include milling, asphalt paving, joint adhesive application, painting of pavement markings, and related improvements as described in Exhibit A (Preliminary Cost Estimate) and Exhibit B (Project Location Map), both dated January 7, 2026, attached hereto and incorporated herein by reference. The preliminary cost estimate is for planning purposes only, and the actual Project costs will be determined by the bid results and final accounting as provided in Section 3 herein.
- 1.3. The parties acknowledge this is a locally funded project with no federal or state participation in Project costs.

2. Lead Agency.

- 2.1. The County will serve as the lead agency and will bid, award, and administer the construction contract for the Project.
- 2.2. The County's responsibilities include, but are not necessarily limited to, the following:
 - 2.2.1. Preparing bid documents and specifications for the Project, with the engineering and design standards for the Project subject to approval of both County and City;
 - 2.2.2. Advertising, receiving, and reviewing bids for the Project;
 - 2.2.3. Awarding the construction contract;
 - 2.2.4. Providing construction inspection services and project management throughout construction;
 - 2.2.5. Maintaining complete Project documentation and accounting of all Project costs;
 - 2.2.6. Providing the City, upon request and following Project completion, a final project cost accounting showing the City's proportional share of actual costs; and
 - 2.2.7. Keeping the City informed of material developments affecting the scope, cost, or schedule of the Project.
- 2.3. The City's responsibilities include, but are not necessarily limited to, the following:
 - 2.3.1. Designating a City Representative (CR) to:

- 2.3.1.1. be available to answer, in a reasonable time, requests for information or questions related to the Project that require City input;
 - 2.3.1.2. review proposed Change Orders as described in Section 4 below and to acquire necessary approvals for said Change Orders in a timely manner;
 - 2.3.1.3. represent the City's interest during the construction phase; and
 - 2.3.1.4. attend key meetings related to the Project upon reasonable notice from the County.
- 2.3.2. Reviewing and approving any Change orders affecting the City's proportional share of Project costs in accordance with Section 4 below; and
- 2.3.3. Providing funding for the City's proportional share of Project costs as set forth in Section 3 below.

3. Funding.

- 3.1. Based on the preliminary estimated dated January 7, 2026, the estimated total Project cost is Two Hundred Ninety-Four Thousand One Hundred Forty-Four Dollars and Seventy-Five cents (\$294,144.75). The cost allocation is as follows:
- 3.1.1. City Share (48.00%)
 - 3.1.2. County Share (52.00%)
- 3.2. City will appropriate and transfer its share, up to a maximum of One Hundred Seventy Thousand Dollars (\$170,000.00), to the County following receipt of all bids and prior to Project award. The County must use these funds solely for eligible Project costs, including construction pay items, construction inspection services, Change Order items, and other Project-related costs.
- 3.3. City's actual funding obligation will be forty-eight percent (48.00%) of the documented cost increase resulting from work completed within City limits within forty-five (45) days after receiving the final accounting and supporting documentation from County. However, the City's funding obligation will not exceed One Hundred Seventy Thousand Dollars (\$170,000.00).
- 3.4. County must maintain a separate accounting for Project costs and provide the City with periodic updates upon request.

4. Change Orders.

- 4.1. County, as the contracting party, will have authority to approve and execute Change Orders for the Project; provided, however, any Change Order that will increase the City's cost require approval by City.
- 4.2. For Change Orders requiring City approval:

4.2.1. If City does not need to seek an additional appropriation, the City Representative will provide written action on Change Order requests within fourteen (14) business days after receipt.

4.2.2. If City needs to seek an additional appropriation, the City Representative will provide written action on Change Order requests within a reasonable time after the Goshen Redevelopment Commission takes action on the appropriation request.

4.3. County will provide City with copies of all executed Change Orders within five (5) business days of execution.

5. Ownership and Maintenance.

5.1. Following Project completion and final acceptance, each party will own and maintain those portions of CR 40 within their respective jurisdictional boundaries; provided, however, that County, as contracting authority, will administer and enforce all warranty claims related to the Project, including work located within the City's jurisdiction.

5.2. County will provide City with final project documentation, including final pay quantities and project accounting for City's portion of the Project, within sixty (60) days after final acceptance.

6. Filing Requirements.

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

7. Supplemental Documents.

7.1. The Parties agree to execute any and all supplementary documents and to take any and all supplementary steps as are reasonable and appropriate to accomplish the purposes and provisions of this Agreement.

8. Indemnification.

8.1. City acknowledges that County will not be liable to City for completion of or the failure to complete any activities that are an obligation of City to perform pursuant to this Agreement, and City agrees to defend, indemnify, and hold harmless County and its agents, officers, and employees from all claims and suits of any nature whatsoever arising from City's performance of this Agreement, from all judgments therefore, and for all expenses in defending or appealing any such claims or judgments, including without limitation court costs, attorney's fees, and other expenses.

8.2. County acknowledges that City will not be liable to County for completion of or the failure to complete any activities that are an obligation of County to perform pursuant to this Agreement, and County agrees to defend, indemnify, and hold harmless City and its agents, officers, and employees from all claims and suits of any nature whatsoever arising from County's performance of this Agreement, from all judgments therefore, and for all expenses in defending or appealing any such claim or judgments, including without limitation court costs, attorney's fees, and other expenses.

9. Non-Discrimination.

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

10. Anti-Nepotism.

10.1. City and County are aware of the provisions under Indiana Code Chapter 36-1-21 with respect to anti-nepotism in contractual relationships with governmental entities, and will comply with such statute.

11. Investment Activity.

11.1. Pursuant to Indiana Code § 5-22-16.5, City and County each certify that it is not engaged in investment activities in Iran.

12. E-Verify Program.

12.1. Pursuant to Indiana Code § 22-5-1.7-11, County agrees to and will enroll in and verify the work eligibility status of all newly hired employees of County after the date of the Agreement through the E-Verify Program as defined in Indiana Code § 22-5-1.7-3. County further represents and certifies subject to the pains and penalties of perjury that it does not knowingly employ an unauthorized alien.

13. Amendment.

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

14. No Other Agreement.

14.1. Except as otherwise expressly provided herein, this Agreement supersedes all prior agreements, negotiations, and discussions relative to the subject matter hereof and is a full integration of the agreement of the Parties.

15. Severability.

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

16. Indiana Law.

16.1. This Agreement is governed by and construed in accordance with the laws of the State of Indiana.

17. Notice.

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

County: County of Elkhart, Indiana
c/o Jeff Taylor, County Administrator
Elkhart County Administration Building
117 North Second Street
Goshen, Indiana 46526
jtaylor@elkhartcounty.com

with a required copy to:

Yoder Ainlay Ulmer & Buckingham, LLP
Attn: County Attorney
130 North Main Street
Goshen, Indiana 46526
steven.olsen@ya.law

City: City of Goshen, Indiana
Board of Public Works and Safety
c/o Mayor Gina M. Leichty

202 South Fifth Street
Goshen, Indiana 46528
mayor@goshencity.com

with a required copy to:

Donald R. Shuler, Assistant City Attorney
City of Goshen Legal Department
204 East Jefferson Street, Suite 2
Goshen, Indiana 46528
donshuler@goshencity.com

The parties may change their respective mailing addresses by providing written notice of the new address in accordance with the terms and provisions of this paragraph. Email addresses have been provided above only to provide a means of sending courtesy copies of documents sent via mail.

18. Binding Effect.

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

19. Counterparts.

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

20. Term of Agreement.

20.1. This Agreement will persist until the designated Project herein stated has been completed, or until City and County stipulate, in writing, to terminate the same.

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

[Signatures start on the following page].

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

Gina M. Leichty

Michael A. Landis

Mary Nichols

Barb Swartley

Orv Myers

STATE OF INDIANA)
) SS:
COUNTY OF ELKHART)

Before me, the undersigned Notary Public in and for said County and State, this ____ day of _____, 2026, personally appeared Gina M. Leichty, Michael A. Landis, Mary Nichols, Barb Swartley, and Orv Myers of the Goshen Board of Public Works and Safety of the City of Goshen, Indiana, being known to me or whose identity have been authenticated by me to be the persons who acknowledged the execution of the foregoing Interlocal Agreement for and on behalf of the City of Goshen, Indiana for the purpose stated therein.

Witness my hand and Notarial Seal.

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

Goshen Redevelopment Commission
City of Goshen, Indiana

Brian Garber, President

Jonathan Graber, Secretary

STATE OF INDIANA)
) SS:
COUNTY OF ELKHART)

Before me, the undersigned Notary Public in and for said County and State, personally appeared Brian Garber, President, and Jonathan Graber, Secretary, of the Goshen Redevelopment Commission of the City of Goshen, Indiana, being known to me or whose identity have been authenticated by me to be the persons who acknowledged the execution of the foregoing Interlocal Agreement for and on behalf of the City of Goshen, Indiana for the purpose stated therein.

Witness my hand and Notarial Seal this _____ day of _____, 2026.

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

APPROVAL

The Goshen Common Council of the City of Goshen, Indiana hereby approves of the above and foregoing Interlocal Agreement this ____ day of _____, 2026.

Goshen Common Council
City of Goshen, Indiana

Gina M. Leichty, Mayor & Presiding Officer

ATTEST:

Richard R. Aguirre, Clerk-Treasurer
City of Goshen, Indiana

STATE OF INDIANA)
) SS:
COUNTY OF ELKHART)

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

Witness my hand and Notarial Seal.

Printed Name: _____
Notary Public of _____ County, Indiana
My Commission Expires: _____
Commission Number: _____
Board of Commissioners of the
County of Elkhart, Indiana

Bradley D. Rogers, President

ATTEST:

Tiara Jackson, First Deputy Auditor
County of Elkhart, Indiana

STATE OF INDIANA)
) SS:
COUNTY OF ELKHART)

Before me, the undersigned Notary Public in and for said County and State, this ____ day of _____, 2026, personally appeared Bradley D. Rogers, President of the Board of Commissioners of the County of Elkhart, Indiana, and Tiara Jackson, First Deputy Auditor of the County of Elkhart, Indiana, being known to me or whose identity have been authenticated by me to be the persons who acknowledged the execution of the foregoing Interlocal Agreement for and on behalf of the County of Elkhart, Indiana for the purpose stated therein.

Witness my hand and Notarial Seal.

Steven J. Olsen
Notary Public of Elkhart County, Indiana
My Commission Expires: Sept. 25, 2026
Commission Number: 0716049

County Council of the
County of Elkhart, Indiana

Adam M. Bujalski

Steven E. Clark

Douglas S. Graham

David L. Hess

Darryl J. Riegsecker

Thomas W. Stump

Randall Yohn

ATTEST:

Tiara Jackson, First Deputy Auditor
County of Elkhart, Indiana

STATE OF INDIANA)
) SS:
COUNTY OF ELKHART)

Before me, the undersigned Notary Public in and for said County and State, this ____ day of _____, 2026, personally appeared Adam M. Bujalski, Steven E. Clark, Douglas S. Graham, David L. Hess, Darryl J. Riegsecker, Thomas W. Stump, and Randall Yohn, of the County Council of the County of Elkhart, Indiana, and Tiara Jackson, First Deputy Auditor of the County of Elkhart, Indiana, being known to me or whose identity have been authenticated by me to be the persons who acknowledged the execution of the foregoing Interlocal Agreement for and on behalf of the County of Elkhart, Indiana for the purpose stated therein.

Witness my hand and Notarial Seal.

Steven J. Olsen
Notary Public of Elkhart County, Indiana
My Commission Expires: Sept. 25, 2026
Commission Number: 0716049

This instrument was prepared by Donald R. Shuler, Attorney No. 26587-71, City of Goshen Legal Department, 204 E. Jefferson Street, Suite 2, Goshen, Indiana 46528.

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



CITY OF GOSHEN LEGAL DEPARTMENT

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

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

April 23, 2026

To: Board of Public Works and Safety

From: Christina M. Bonham, Paralegal

Subject: Agreement with ACM Engineering & Environmental Services for Asbestos & XRF Lead Paint Inspections at Shanklin Park

It is recommended that the Board approve and authorize Mayor Leichty to execute the attached Agreement with ACM Engineering & Environmental Services to allow the City to enter into an agreement for Asbestos & XRF Lead Paint Inspections of three (3) buildings at Shanklin Park as marked on map attached to Agreement.

The total cost for the project will be Five Thousand Eight Hundred Eighty Dollars (\$5,880.00), the breakdown of which is as follows:

- Asbestos Inspection = Lump Sum of \$3,390.00; and
- XRF Lead Paint Inspection = Lump Sum of \$2,490.00.

Suggested Motion:

Approve and authorize Mayor Leichty to execute the attached Agreement with ACM Engineering & Environmental Services for Asbestos & XRF Lead Paint Inspections at Shanklin Park.

AGREEMENT WITH ACM ENGINEERING & ENVIRONMENTAL SERVICES FOR ASBESTOS & XRF LEAD PAINT INSPECTIONS AT SHANKLIN PARK

THIS AGREEMENT is entered into on April _____, 2026, which is the date of the last signature set forth on the signature page, by and between **ACM Engineering & Environmental Services** (“Contractor”), whose mailing address is 26598 U.S. 20 West, South Bend, IN 46628, and **City of Goshen, Indiana** (“City”), a municipal corporation and political subdivision of the State of Indiana acting through the Goshen Board of Public Works and Safety.

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

Section 1. Component Parts of this Agreement

- (A) This Agreement shall include these terms and conditions, as well as the terms and conditions set forth in the following documents:
 - (1) Contractor’s Proposal dated March 20, 2026, and attached to this Agreement as Exhibit A.
 - (2) Map noting three (3) buildings to be inspected/tested created by Goshen Buildings & Grounds created March 30, 2026, and attached to this Agreement as Exhibit B.
- (B) Any inconsistency or ambiguity in this Contract shall be resolved by giving precedence in the following order:
 - (1) This Agreement, and Amendments;
 - (2) Contractor’s Proposal dated March 20, 2026, and attached to this Agreement as Exhibit A; and
 - (3) Map noting three (3) buildings to be inspected/tested created by Goshen Buildings & Grounds created March 30, 2026, and attached to this Agreement as Exhibit B.

Section 2. Scope of Services

Contractor shall provide City the services for the three (3) Shanklin Park buildings to be inspected/tested for asbestos & XRF lead paint, which services are more particularly described in Contractor’s March 20, 2026, proposal attached as Exhibit A (hereinafter referred to as “Duties”).

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

Section 3. Effective Date; Term

- (A) The agreement shall become effective on the day of execution and approval by both parties.

- (B) Contractor acknowledges that time is of the essence and that the timely performance of its Duties is an important element of this agreement. Contractor shall perform all Duties as expeditiously as is consistent with professional skill and care in the orderly progress of the Duties.
- (C) Contractor shall commence the Duties as soon as practical after receiving a notice to proceed from Goshen Buildings and Grounds Department.

Contractor will take approximately one (1) day to complete all onsite inspection Duties. Unrestricted access to the inspection areas is required. Final report(s) will follow the field portion of the inspection.

Section 4. Compensation

- (A) City agrees to compensate Contractor the total sum of Five Thousand Eight Hundred Eighty Dollars (\$5,880.00) for performing all Duties.
- (B) City agrees to compensate Contractor more particularly as follows for performing all Duties:
 - Asbestos Inspection..... Lump Sum of \$3,390.00
 - XRF Lead Paint Inspection..... Lump Sum of \$2,490.00

Section 5. Payment

- (A) City shall pay Contractor for Duties satisfactorily completed under this agreement as Duties progress.
- (B) Contractor shall submit to City a detailed invoice upon completion of the Duties to the following address, or at such other address as City may designate in writing:
 - City of Goshen
 - c/o Goshen Parks & Recreation
 - 524 East Jackson Street
 - Goshen, IN 46526
 - Email is also acceptable at goshenparks@goshencity.com
- (C) Provided there is no dispute on amounts due, payment will be made to Contractor within forty-five (45) days following City’s receipt of a detailed invoice for all Duties satisfactorily completed. If any dispute arises, the undisputed amount will be paid. Payment is deemed to be made on the date of mailing the check.
- (D) Contractor is required to have a current W-9 form on file with the Goshen Clerk-Treasurer’s Office before City will issue payment.

Section 6. Ownership of Documents

All documents, records, applications, plans, drawings, specifications, reports, and other materials, regardless of the medium in which they are fixed, (collectively “Documents”) prepared by Contractor

or Contractor's employees, agents or subcontractors under this agreement, shall become and remain the property of and may be used by City. Contractor may retain a copy of the Documents for its records.

Section 7. Licensing/Certification Standards

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

Section 8. Independent Contractor

Contractor shall operate as a separate entity and independent contractor of the City of Goshen. Any employees, agents or subcontractors of Contractor shall be under the sole and exclusive direction and control of Contractor and shall not be considered employees, agents or subcontractors of City. City shall not be responsible for injury, including death, to any persons or damages to any property arising out of the acts or omissions of Contractor and/or Contractor's employees, agents or subcontractors.

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

Section 9. Non-Discrimination

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

Section 10. Employment Eligibility Verification

- (A) Contractor shall enroll in and verify the work eligibility status of all Contractor's newly hired employees through the E-Verify program as defined in Indiana Code § 22-5-1.7-3. Contractor is not required to participate in the E-Verify program should the program cease to exist. Contractor is not required to participate in the E-Verify program if Contractor is self-employed and does not employ any employees.
- (B) Contractor shall not knowingly employ or contract with an unauthorized alien, and contractor shall not retain an employee or continue to contract with a person that the Contractor subsequently learns is an unauthorized alien.

- (C) Contractor shall require their subcontractors, who perform work under this contract, to certify to the Contractor that the subcontractor does not knowingly employ or contract with an unauthorized alien and that the subcontractor has enrolled and is participating in the E-Verify program. Contractor agrees to maintain this certification throughout the duration of the term of a contract with a subcontractor.
- (D) City may terminate the contract if Contractor fails to cure a breach of this provision no later than thirty (30) days after being notified by City of a breach.

Section 11. Contracting with Relatives

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

Section 12. No Investment Activities in Iran

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

Section 13. Indemnification

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

Section 14. Insurance

- (A) Prior to commencing work, the Contractor shall furnish City a certificate of insurance in accordance with the following minimum requirements, shall maintain the insurance in full force and effect, and shall keep on deposit at all times during the term of the contract with City the certificates of proof issued by the insurance carrier that such insurance is in full force and effect.
- (B) Each certificate shall require that written notice be given to the City at least thirty (30) days prior to the cancellation or a material change in the policy.
- (C) Contractor shall at least include the following types of insurance with the following minimum limits of liability:

- (1) Workers Compensation and Employer's Liability - Statutory Limits
- (2) General Liability - Combined Bodily Injury and Property Damage, \$1,000,000 each occurrence and \$2,000,000 aggregate. The City of Goshen is to be named as an additional insured.
- (3) Automobile Liability - Combined Bodily Injury and Property Damage, \$1,000,000 each occurrence and \$2,000,000 aggregate. The City of Goshen is to be named as an additional insured.
- (4) Professional Liability - Combined Bodily Injury and Property Damage, \$1,000,000 each occurrence and aggregate
- (5) Excess Umbrella Coverage - \$4,000,000 each occurrence

Section 15. Force Majeure

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

Section 16. Default

- (A) If Contractor fails to perform the services or comply with the provisions of this agreement, then Contractor may be considered in default.
- (B) It shall be mutually agreed that if Contractor fails to perform the services or comply with the provisions of this contract, City may issue a written notice of default and provide a period of time that shall not be less than fifteen (15) days in which Contractor shall have the opportunity to cure. If the default is not cured within the time period allowed, the contract may be terminated by the City. In the event of default and failure to satisfactorily remedy the default after receipt of written notice, the City may otherwise secure similar services in any manner deemed proper by the City, and Contractor shall be liable to the City for any excess costs incurred
- (C) Contractor may also be considered in default by the City if any of the following occur:
 - (1) There is a substantive breach by Contractor of any obligation or duty owed under the provisions of this contract.
 - (2) Contractor is adjudged bankrupt or makes an assignment for the benefit of creditors.

- (3) Contractor becomes insolvent or in an unsound financial condition so as to endanger performance under the contract.
- (4) Contractor becomes the subject of any proceeding under law relating to bankruptcy, insolvency or reorganization, or relief from creditors and/or debtors.
- (5) A receiver, trustee, or similar official is appointed for Contractor or any of Contractor's property.
- (6) Contractor is determined to be in violation of federal, state, or local laws or regulations and that such determination renders Contractor unable to perform the services described under these Specification Documents.
- (7) The contract or any right, monies or claims are assigned by Contractor without the consent of the City.

Section 17. Termination

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

Section 18. Notice

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

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

Contractor: ACM Engineering & Environmental Services
Attention: Patrick T. Griffin, P.E.
26598 U.S. 20 West
South Bend, IN 46628

Section 19. Subcontracting or Assignment

Contractor shall not subcontract or assign any right or interest under the agreement, including the right to payment, without having prior written approval from City. Any attempt by Contractor to

subcontract or assign any portion of the agreement shall not be construed to relieve Contractor from any responsibility to fulfill all contractual obligations.

Section 20. Amendments

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

Section 21. Waiver of Rights

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

Section 22. Applicable Laws

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

Section 23. Miscellaneous

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

Section 24. Severability

In the event that any provision of the agreement is found to be invalid or unenforceable, then such provision shall be reformed in accordance with applicable law. The invalidity or unenforceability of

any provision of the agreement shall not affect the validity or enforceability of any other provision of the agreement.

Section 25. Binding Effect

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

Section 26. Entire Agreement

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

Section 27. Authority to Execute

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

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

City of Goshen, Indiana

Goshen Board of Public Works and Safety

**ACM Engineering &
Environmental Services**

Gina M. Leichty, Mayor

Date Signed: _____

Patrick T. Griffin

Patrick T. Griffin, P.E., President/CEO

Date Signed: 4/20/26

EXHIBIT A



ENGINEERING &
ENVIRONMENTAL
SERVICES

ACM ENGINEERING & ENVIRONMENTAL SERVICES

*SOUTH BEND, INDIANA • FORT WAYNE, INDIANA • ELMHURST, ILLINOIS
TAMPA, FLORIDA • FORT LAUDERDALE, FLORIDA*

ASBESTOS & XRF LEAD PAINT INSPECTIONS PROPOSAL

FOR:

**CITY OF GOSHEN
PARKS, BUILDINGS AND GROUNDS DEPARTMENTS
524 EAST JACKSON STREET
GOSHEN, INDIANA 46526**

LOCATION:

**SHANKLIN POOL
SHANKLIN PARK
411 WEST PLYMOUTH AVENUE
GOSHEN, INDIANA 46526**

MARCH 20, 2026

ASBESTOS & XRF LEAD PAINT BUILDING INSPECTION

ACM Engineering & Environmental Services (ACM) will conduct asbestos and X-Ray Fluorescence (XRF) lead paint inspections on three structures associated with the Shanklin Pool located within the grounds of Shanklin Park at 411 West Plymouth Avenue in Goshen, Indiana for the City of Goshen's Parks, Building and Grounds Department.

The inspections will begin with a review of the existing building conditions and will include a detailed visual inspection of all accessible areas. These areas include those that can be accessed through hatches, pop-up ceilings, crawl spaces, tunnels or mechanical system chases.

It will be required to break through sealed walls, ceilings, floors or any chases in order to perform the inspections. Destructive testing will not be performed during the inspections.



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The proposed inspections will result in the identification and evaluation of the three structures associated with the Shanklin Pool with respect to asbestos and lead paint content.

1. INSPECTION REPORTS

Separate reports will be generated for the asbestos and lead paint inspections that detail the project background, data analysis of the laboratory analytical results and any recommended response actions that may be needed to be undertaken.

2. ASBESTOS INSPECTION

ACM will provide all labor, materials, and services to perform an asbestos containing building material survey to determine the absence or presence of asbestos containing building materials (ACBM) within the three structures associated with the Shanklin Pool located on the grounds of three structures associated with the Shanklin Park at 411 West Plymouth Avenue in Goshen, Indiana in accordance with the State of Indiana guidelines. ACM will provide a State of Indiana licensed asbestos inspector who will review all existing reports, findings, and statements pertinent to this inspection. The licensed individual will visit the site to inspect the and document all relative findings.

The asbestos inspection will begin with a review of the existing building records and drawings as well as include a detailed inspection of all accessible areas. These areas include those that can be accessed through hatches, pop-up ceilings and in open crawl spaces or pipe chases.

It will be required to break through sealed walls, ceilings, floors and pipe chases in order to perform the asbestos inspection.

The proposed inspection shall result in the identification and evaluation of the ACBM that are observed. The inspection shall also evaluate the condition of the ACBM so that a risk evaluation and priority for action can be developed in subsequent proposed tasks.

Any suspect materials that cannot be definitively identified as asbestos through existing building records of past inspections shall be scheduled for bulk sampling.



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3. BULK SAMPLING

ACM will conduct bulk sampling of all suspect asbestos materials. A minimum of 28 samples will be collected and analyzed.

4. ASBESTOS LABORATORY

All bulk samples will be analyzed by our in-house laboratory, which is accredited by the United States Environmental Protection Agency (US EPA) in accordance with 40 CFR, Part 763, Subpart F, Appendix A of the Asbestos Hazard Emergency Response Act (AHERA). Our laboratory microscopists are graduates of the 5-day Microscopical Identification of Asbestos program given by McCrone Research Institute. All bulk samples are analyzed under polarized light microscopes utilizing the US EPA's recommended "central stop dispersion staining" technique. Results include the type and percentage of asbestos fibers identified, non-asbestos fibers identified and other non-fibrous materials, such as rocks, binder, filler, etc.

The US EPA and the National Voluntary Laboratory Accreditation Program (NVLAP) accredit ACM's laboratory.

5. ASBESTOS INSPECTION REPORT

An asbestos inspection report will be generated identifying each homogenous material that is sampled, noting the material type, location(s), condition and whether or not asbestos was present. In addition, each sample site will include an assessment sheet noting sample location and laboratory analysis.

6. ASBESTOS RISK ASSESSMENT

As a result of the inspection and bulk sampling tasks, ACM will assemble and document information on the relative degree of risk resulting from the types of ACBM and their condition.

7. ASBESTOS BULK SAMPLE ANALYSIS PROCEDURE

Bulk samples will be analyzed utilizing the following methods to comply with Federal and State OSHA regulations.

- a. A minimum of three (3) bulk samples will be collected from each homogeneous material.



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- b. Bulk samples will be analyzed for each homogeneous material until a sample is determined to be asbestos.
- c. If a bulk sample is analyzed and is determined to be ACM, then the homogeneous material will be classified as such.
- d. If all bulk samples are analyzed and determined to be Non-Asbestos Containing Building Material (NON-ACBM), then the homogeneous material will be classified as such.

8. ASBESTOS MATERIAL QUANTIFICATION

Quantification of asbestos materials will be developed by ACM for all asbestos containing materials that are identified during the inspection.

This will assist the abatement contractor in developing removal cost of ACM.

9. XRF LEAD PAINT INSPECTION

ACM will provide a State of Indiana and US EPA certified and licensed lead inspector to perform the lead paint (LP) inspection on the three structures associated with the Shanklin Pool located at the Shanklin Park at 411 West Plymouth Avenue in Goshen, Indiana.

An on-site LP inspection of exterior and interior painted surfaces will be conducted by a Lead Inspector, currently certified by the US EPA and the State of Indiana. The inspector will list all painted surfaces that are tested and will identify those surfaces that contain lead in excess of the US EPA and United States Department of Housing and Urban Development (HUD) standard of 1.00 mg/cm² and occupational Health and Safety Administration level (OSHA) of 0.00 mg/cm². Detailed descriptions of their locations will be provided, as required by HUD and US EPA.

A surface by surface investigation to determine the presence of LP and damaged or loose paint chips (at the discretion of the lead inspector) shall be performed using documented methodologies that incorporate adequate quality control procedures and protocol.

Testing of all painted surfaces will be accomplished through the use of an X-Ray Fluorescence (XRF) Analyzer for determining the presence of lead in paint. The testing will be conducted in accordance with US EPA and HUD guidelines.



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10. XRF LEAD PAINT REPORT

Following completion of the field portion of the LP inspection, the final report will be provided to the client. The report will contain the LP inspection data in the format prescribed by the US EPA and HUD. Specifically, the report will include the following:

- Sequential Report – lists results in order of testing;
- Summary Report – only lists results where paint tested positive for lead;
- Detailed Report – lists the results on a room-by-room and structure by structure basis;
- Distribution Report – lists results in terms of percentage positive and negative.

Additionally, the final report will include identifications of paint conditions on a sample-by-sample basis, recommendations and copies of the inspector's certifications.

11. ON-SITE INSPECTION SCHEDULE

On-site activities for the asbestos and lead paint inspections will take approximately one (1) day.

Unrestricted access to the inspection areas are required.

The final reports will be developed after all data has been received, completed and analyzed.

12. FEE FOR THESE SERVICES

The total professional fee for the asbestos and lead paint inspections at the Shanklin Pool located on the ground of Shanklin Park at 411 West Plymouth Avenue in Goshen, Indiana for City of Goshen Indiana is Five Thousand Eight Hundred Eighty Dollars (\$5,880.00).

Description	Unit Rate
1. Asbestos Inspection	\$3,390.00
2. XRF Lead Paint Inspection	\$2,490.00
3. Total fee for asbestos and XRF lead paint inspections	\$5,880.00



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No additional fee will be charged for bulk sample analysis for additional samples collected over the 28 samples to complete the asbestos inspection due to utilization of ACM's in-house NVLAP accredited laboratory.

Goshen, 411 W. Plymouth Ave.
Shanklin Pool Buildings

Created by: Goshen Buildings & Grounds





CITY OF GOSHEN LEGAL DEPARTMENT

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

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

April 23, 2026

To: Board of Public Works and Safety
From: Christina M. Bonham, Paralegal
Subject: Agreement with Family Value Flooring for Flooring at Schrock Pavilion

It is recommended that the Board approve and authorize Mayor Leichty to execute the attached Agreement with Family Value Flooring to allow the City to enter into an agreement for flooring at Schrock Pavilion.

The total cost for the project will be Nineteen Thousand Five Hundred Eighty-Five and 30/100 Dollars (\$19,585.30).

Suggested Motion:

Approve and authorize Mayor Leichty to execute the attached Agreement with Family Value Flooring for flooring at Schrock Pavilion.

AGREEMENT WITH FAMILY VALUE FLOORING FOR FLOORING AT SCHROCK PAVILION

THIS AGREEMENT is entered into on _____, 2026, which is the date of the last signature set forth on the signature page, by and between **Family Value Flooring** (“Contractor”), whose mailing address is 926 E. Lincoln Ave., Goshen, IN 46528, and **City of Goshen, Indiana** (“City”), a municipal corporation and political subdivision of the State of Indiana acting through the Goshen Board of Public Works and Safety.

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

Section 1. Component Parts of this Agreement

- (A) This Agreement shall include these terms and conditions, as well as the terms and conditions set forth in Contractor’s Proposal # 115253 dated March 11, 2026, and attached to this Agreement as Exhibit A.
- (B) Any inconsistency or ambiguity in this Contract shall be resolved by giving precedence in the following order:
 - (1) This Agreement, and Amendments; and
 - (2) Contractor’s Proposal # 115253 dated March 11, 2026.

Section 2. Scope of Services

Contractor shall provide City the services for flooring to be purchased and labor to install flooring at the Schrock Pavilion, which services are more particularly described in Contractor’s proposal # 115253 dated March 11, 2026, attached as Exhibit A (hereinafter referred to as “Duties”). In the event of any conflict between the terms of this agreement and the terms contained in the proposal attached as Exhibit A, the terms set forth in this agreement shall prevail.

Section 3. Effective Date; Term

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

Section 4. Compensation

City agrees to compensate Contractor the total sum of Nineteen Thousand Five Hundred Eighty-Five and 30/100 Dollars (\$19,585.30) for performing all Duties.

Section 5. Payment

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

City of Goshen
c/o Buildings & Grounds Department
524 East Jackson Street
Goshen, IN 46528
Email is also acceptable at jeffhalsey@goshencity.com
- (C) Provided there is no dispute on amounts due, payment will be made to Contractor within forty-five (45) days following City's receipt of a detailed invoice for all Duties satisfactorily completed. If any dispute arises, the undisputed amount will be paid. Payment is deemed to be made on the date of mailing the check.
- (D) Contractor is required to have a current W-9 form on file with the Goshen Clerk-Treasurer's Office before City will issue payment.

Section 6. Licensing/Certification Standards

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

Section 7. Warranty

Contractor agrees to assist City with any warranty issues/claims associated with materials installed by Contractor.

Section 8. Independent Contractor

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

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

Section 9. Non-Discrimination

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

Section 10. Employment Eligibility Verification

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

Section 11. Contracting with Relatives

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

Section 12. No Investment Activities in Iran

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

Section 13. Indemnification

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

Section 14. Insurance

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

Section 15. Force Majeure

- (A) Except for payment of sums due, neither party shall be liable to the other or deemed in default under this contract if and to the extent that such party's performance under this contract is

prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the party and could not have been avoided by exercising reasonable diligence. Examples of force majeure are natural disasters or decrees of governmental bodies not the fault of the affected party.

- (B) If either party is delayed by force majeure, the party affected shall provide written notice to the other party immediately. The notice shall provide evidence of the force majeure event to the satisfaction of the other party. The party shall do everything possible to resume performance. If the period of non-performance exceeds thirty (30) calendar days, the party whose ability to perform has not been affected may, by giving written notice, terminate the contract and the other party shall have no recourse.

Section 16. Default

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

Section 17. Termination

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

Section 18. Notice

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

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

Contractor: Family Value Flooring
Attention: Tyler Smith
926 E Lincoln Ave.
Goshen, IN 46528

Section 19. Subcontracting or Assignment

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

Section 20. Amendments

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

Section 21. Waiver of Rights

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

Section 22. Applicable Laws

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

Section 23. Miscellaneous

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

Section 24. Severability

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

Section 25. Binding Effect

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

Section 26. Entire Agreement

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

Section 27. Authority to Execute

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

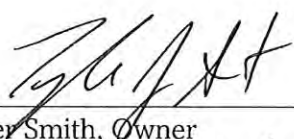
IN WITNESS WHEREOF, the parties have executed this agreement on the dates as set forth below.

City of Goshen, Indiana

Goshen Board of Public Works and Safety

Family Value Flooring

Gina M. Leichty, Mayor



Tyler Smith, Owner

Date Signed: _____

Date Signed: 4/18/26



EXHIBIT A

Estimate

TROYER CARPETS
926 E Lincoln Ave.
Goshen, IN 46528
574.534.5633

QUALITY FLOOR
3565 S 600 W
Topeka, IN 46571
260.593.2213

Date
3/11/2026
Estimate #
115253

Name / Address

City of Goshen Parks & Rec
524 E. Jackson St.
Goshen, IN 46526

Job Location	Project
411 W. Plymoth Ave Goshen	

phone #	cell phone #	Email	fax #
574-536-4229 (Frank)		jeffhalsey@goshencity.com	

Description	Qty	Cost	Total
Metroflor DejaNew New Oak DN39391 Mist Gray (91 ctns)	2,810	3.89	10,930.90T
(Attic Stock) Commercial 30mil Glue Down Luxury Vinyl Plank	100	3.89	389.00T
Adhesive	2,810	0.25	702.50T
Floor Leveler	2	29.99	59.98T
Johnsonite 4" Clay Vinyl Cove Base	300	1.20	360.00T
Doorway Thresholds - Clay	36	3.25	117.00T
Labor		7,025.92	7,025.92
NOTE Any Unforeseen Floor Prep Would Be A Charge Of \$30/ Hour. Floor Prep Currently Included Based on Jeff & Tyler's On-Site Conversation			

<p>Buyer understands that there may be a dye-lot variation from sample. Seller is not responsible for manufacturer or shipper delays. Not responsible for customers measurements. Merchandise held for 60 days only, after which time is returned to stock, deposit forfeited unless notified. All merchandise must be paid in full before pick-up. Deliveries made to location dropped at door or garage. All sales final on Carpet and Vinyl. A FINANCE CHARGE of 1-1/2% (18% PER ANNUM) will be charged to accounts past 30 days. In the event Buyer defaults under the terms of this agreement, Buyer agrees to pay reasonable attorney fees, if the sums due are collected by or through an attorney. This estimate is valid for 30 days. CREDIT CARD payments are accepted by VISA or Mastercard ONLY. Removal of existing flooring will cause dust, and trim work may cause repair, depending on original installation method. I, the Buyer, Hereby Accept the Above Terms and Conditions:</p>	Subtotal	\$19,585.30
	Sales Tax (0.0%)	\$0.00
	Total	\$19,585.30

Signature SIGNATURE ON AGREEMENT



CITY OF GOSHEN LEGAL DEPARTMENT

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

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

April 23, 2026

To: Board of Public Works and Safety

From: Christina M. Bonham, Paralegal

Subject: Agreement with The Grounds Guys for the Maintenance of the Fountain Located at the Southeast Corner S. Main Street and E. Washington Street

It is recommended that the Board approve and authorize Mayor Leichty to execute the attached Agreement with The Grounds Guys to allow the City to enter into an agreement for the maintenance of the fountain located at the southeast corner S. Main Street and E. Washington Street.

This is a three (3) year contract effective late April 2026 through December 2028. The total cost for the project will be Six Thousand Three Hundred Seventy-Five Dollars (\$6,375.00), breakdown of which is as follows:

Fountain Cleanout & Startup			
3 visits (1 per year)	\$375.00 per visit	Total:	\$1,125.00
Biweekly Fountain Maintenance			
42 visits (14 per year)	\$125.00 per visit	Total:	\$5,250.00
		Contract Total:	\$6,375.00

Suggested Motion:

Approve and authorize Mayor Leichty to execute the attached Agreement with The Grounds Guys for the maintenance of the fountain located at the southeast corner S. Main Street and E. Washington Street.

AGREEMENT WITH THE GROUNDS GUYS FOR FOUNTAIN MAINTENANCE

THIS AGREEMENT is entered into on _____, 2026, which is the date of the last signature set forth on the signature page, by and between **The Grounds Guys** (“Contractor”), whose mailing address is 61236 County Road 21, Goshen, IN 46528, and **City of Goshen, Indiana** (“City”), a municipal corporation and political subdivision of the State of Indiana acting through the Goshen Board of Public Works and Safety.

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

Section 1. Component Parts of this Agreement

- (A) This Agreement shall include these terms and conditions, as well as the terms and conditions set forth in Contractor’s Proposal dated March 20, 2026 (EST3659315), and attached to this Agreement as Exhibit A.
- (B) Any inconsistency or ambiguity in this Contract shall be resolved by giving precedence in the following order:
 - (1) This Agreement, and Amendments; and
 - (2) Contractor’s Proposal dated March 20, 2026 (EST3659315).

Section 2. Scope of Services

Contractor shall provide City the services for the initial cleanout and startup and then continued biweekly maintenance of the fountain on the southeast corner of S. Main Street and E. Washington Street, Downtown Goshen, which services are more particularly described in Contractor’s March 20, 2026 proposal (EST3659315) attached as Exhibit A (hereinafter referred to as “Duties”). In the event of any conflict between the terms of this agreement and the terms contained in the proposal attached as Exhibit A, the terms set forth in this agreement shall prevail.

Section 3. Effective Date; Term

- (A) The agreement shall become effective on the day of execution and approval by both parties.
- (B) This agreement shall be effective through and including December 2028.
- (C) Contractor acknowledges that time is of the essence and that the timely performance of its Duties is an important element of this agreement. Contractor shall perform all Duties as expeditiously as is consistent with professional skill and care in the orderly progress of the Duties.
- (D) Contractor shall commence the Duties as soon as practical once both parties have executed this Agreement.

Section 4. Compensation

City agrees to compensate Contractor the total sum of Six Thousand Three Hundred Seventy-Five Dollars (\$6,375.00) for performing all Duties as follows:

Fountain Cleanout & Startup			
3 visits (1 per year)	\$375.00 per visit	Total:	\$1,125.00
Biweekly Fountain Maintenance			
42 visits (14 per year)	\$125.00 per visit	Total:	\$5,250.00
		Contract Total:	\$6,375.00

Section 5. Payment

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

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

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

Section 6. Licensing/Certification Standards

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

Section 7. Inspection

Contractor agrees to provide to City bi-weekly checklists of services performed to Parks and Recreations c/o Kevin Yoder via email at kevinyoder@goshencity.com and City reserves the right to inspect and verify the services performed. The City reserves the right to have any unsatisfactory

services remedied by Contractor at no additional cost to City until such services are brought to satisfactory status.

Section 8. Independent Contractor

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

Section 9. Non-Discrimination

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

Section 10. Employment Eligibility Verification

- (A) Contractor shall enroll in and verify the work eligibility status of all Contractor's newly hired employees through the E-Verify program as defined in Indiana Code § 22-5-1.7-3. Contractor is not required to participate in the E-Verify program should the program cease to exist. Contractor is not required to participate in the E-Verify program if Contractor is self-employed and does not employ any employees.
- (B) Contractor shall not knowingly employ or contract with an unauthorized alien, and contractor shall not retain an employee or continue to contract with a person that the Contractor subsequently learns is an unauthorized alien.
- (C) Contractor shall require their subcontractors, who perform work under this contract, to certify to the Contractor that the subcontractor does not knowingly employ or contract with an unauthorized alien and that the subcontractor has enrolled and is participating in the E-Verify program. Contractor agrees to maintain this certification throughout the duration of the term of a contract with a subcontractor.

- (D) City may terminate the contract if Contractor fails to cure a breach of this provision no later than thirty (30) days after being notified by City of a breach.

Section 11. Contracting with Relatives

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

Section 12. No Investment Activities in Iran

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

Section 13. Indemnification

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

Section 14. Insurance

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

- (3) Automobile Liability - Combined Bodily Injury and Property Damage, \$1,000,000 each occurrence and \$2,000,000 aggregate. The City of Goshen is to be named as an additional insured.
- (4) Professional Liability - Combined Bodily Injury and Property Damage, \$1,000,000 each occurrence and aggregate
- (5) Excess Umbrella Coverage - \$1,000,000 each occurrence

Section 15. Force Majeure

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

Section 16. Default

- (A) If Contractor fails to perform the services or comply with the provisions of this agreement, then Contractor may be considered in default.
- (B) It shall be mutually agreed that if Contractor fails to perform the services or comply with the provisions of this contract, City may issue a written notice of default and provide a period of time that shall not be less than fifteen (15) days in which Contractor shall have the opportunity to cure. If the default is not cured within the time period allowed, the contract may be terminated by the City. In the event of default and failure to satisfactorily remedy the default after receipt of written notice, the City may otherwise secure similar services in any manner deemed proper by the City, and Contractor shall be liable to the City for any excess costs incurred
- (C) Contractor may also be considered in default by the City if any of the following occur:
 - (1) There is a substantive breach by Contractor of any obligation or duty owed under the provisions of this contract.
 - (2) Contractor is adjudged bankrupt or makes an assignment for the benefit of creditors.
 - (3) Contractor becomes insolvent or in an unsound financial condition so as to endanger performance under the contract.
 - (4) Contractor becomes the subject of any proceeding under law relating to bankruptcy, insolvency or reorganization, or relief from creditors and/or debtors.

- (5) A receiver, trustee, or similar official is appointed for Contractor or any of Contractor's property.
- (6) Contractor is determined to be in violation of federal, state, or local laws or regulations and that such determination renders Contractor unable to perform the services described under these Specification Documents.
- (7) The contract or any right, monies or claims are assigned by Contractor without the consent of the City.

Section 17. Termination

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

Section 18. Notice

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

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

Contractor: The Grounds Guys
Attention: Clayton Decker
61236 County Road 21
Goshen, IN 46528

Section 19. Subcontracting or Assignment

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

Section 20. Amendments

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

Section 21. Waiver of Rights

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

Section 22. Applicable Laws

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

Section 23. Miscellaneous

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

Section 24. Severability

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

Section 25. Binding Effect

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

Section 26. Entire Agreement

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

Section 27. Authority to Execute

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

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

City of Goshen, Indiana

Goshen Board of Public Works and Safety

The Grounds Guys

Gina M. Leichty, Mayor

Glenn Friesen, Owner

Date Signed: _____

Date Signed: _____



Fountain Maintenance

CITY OF GOSHEN
524 EAST JACKSON STREET
GOSHEN, INDIANA 46526

Sales: Clayton Decker
City of Goshen-Fountain Maintenance
Goshen, Indiana 46528

Est ID: EST3659315

Date: Mar-20-2026

We appreciate your Trust in The Grounds Guys!

Over the years, we have built a strong reputation for excellence. Our commitment goes beyond landscaping. We strive to build strong relationships with our customers to ensure you get the best service we can provide, aiming to exceed your expectations with every project.

The Ground Guys stands out with several unique qualities:

- Clean, branded vehicles
- Professional, uniformed staff
- Timely responses to all calls and texts
- Safe, reliable equipment maintained daily

We actively gather customer feedback, provide ongoing employee training and safety, ensure environmental stewardship, and foster a team that CARES.

Comprehensive grounds care
Artistry of custom solutions
Real results by friendly, local experts
Elevated customer experience
Service that is dependable and professional

If you have questions or need more information, please don't hesitate to contact us. We are always here to help and look forward to building a lasting business relationship.

Best,
Glenn Friesen
and the Awesome Team at
The Grounds Guys of Elkhart and Goshen

CONTRACT SERVICES	Visits	Billing Type	Visit Price	Season Price
Fountain Cleanout & Startup	3	Per Season	\$375.00	\$1,125.00

This includes cleaning out the pond around the fountain, a complete inspection and testing of all system components, and getting the fountain started and running.

This will be in conjunction with our first maintenance visit, so it will also include the necessary chemicals and treatments to calibrate and get the doser operational.

We will position and test the lights as well.

If repairs are needed to the equipment, parts and labor to fix that will be priced and discussed separately.

Fountain Maintenance	42	Per Season	\$125.00	\$5,250.00
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Fountain biweekly maintenance includes 14 visits per year (April through November) for three year (2026, 2027, 2028). We will clean the filters; check the pump, water flow rate, and operation; and refill the water treatment system.

This also includes trimming spent plant blooms and dead-heading plants.

SubTotal (All Contract Services)	\$6,375.00
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Taxes	\$0.00
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Total (All Contract Services)	\$6,375.00
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The total price of all seasonal services is \$6,375.00 collected in 24 payments of \$265.63 per payment (\$265.63 after tax).

CONTRACT PAYMENT SUMMARY

Contract Start Date April 1, 2026

PO #

Contract End Date November 30, 2028

Contract #

01-Apr-2026	Monthly Contract Services [April - 2026]	\$265.63
01-May-2026	Monthly Contract Services [May - 2026]	\$265.63
01-Jun-2026	Monthly Contract Services [June - 2026]	\$265.63
01-Jul-2026	Monthly Contract Services [July - 2026]	\$265.63
01-Aug-2026	Monthly Contract Services [August - 2026]	\$265.63
01-Sep-2026	Monthly Contract Services [September - 2026]	\$265.63
01-Oct-2026	Monthly Contract Services [October - 2026]	\$265.63
01-Nov-2026	Monthly Contract Services [November - 2026]	\$265.63

01-Apr-2027	Monthly Contract Services [April - 2027]	\$265.63
01-May-2027	Monthly Contract Services [May - 2027]	\$265.63
01-Jun-2027	Monthly Contract Services [June - 2027]	\$265.63
01-Jul-2027	Monthly Contract Services [July - 2027]	\$265.63
01-Aug-2027	Monthly Contract Services [August - 2027]	\$265.63
01-Sep-2027	Monthly Contract Services [September - 2027]	\$265.63
01-Oct-2027	Monthly Contract Services [October - 2027]	\$265.63
01-Nov-2027	Monthly Contract Services [November - 2027]	\$265.63
01-Apr-2028	Monthly Contract Services [April - 2028]	\$265.63
01-May-2028	Monthly Contract Services [May - 2028]	\$265.63
01-Jun-2028	Monthly Contract Services [June - 2028]	\$265.63
01-Jul-2028	Monthly Contract Services [July - 2028]	\$265.63
01-Aug-2028	Monthly Contract Services [August - 2028]	\$265.63
01-Sep-2028	Monthly Contract Services [September - 2028]	\$265.51
01-Oct-2028	Monthly Contract Services [October - 2028]	\$265.63
01-Nov-2028	Monthly Contract Services [November - 2028]	\$265.63

GROUNDS MAINTENANCE TERMS & CONDITIONS

Invoicing and Payment Schedule

We will email your invoices to the address you have on file with us. Please let us know in writing if your email address changes so you don't miss any important billing updates.

For recurring services (e.g., mowing or basic turf care), we send invoices on the first day of every month. Payment is in advance of the monthly services being performed. Your contract is a set monthly fee regardless of the actual number of visits that are needed for us to perform the service as professional groundskeepers. We price according to an estimated number of visits per season, but rain, lack of rain, or other weather factors may change the actual number of visits. This does not change your contract price.

To keep things simple and ensure uninterrupted service, all recurring contracts require automatic payments (autopay) via credit card or ACH bank transfer, unless alternative payment arrangements have been agreed upon in writing by both parties. We will automatically process your payment on the invoice date. If an autopay transaction is declined, the balance remains due immediately, and late fees may apply.

Billing for Materials: Some services require extra materials, like mulch installations or seasonal plantings. Depending on the project, we will bill for these material costs in one of three ways:

- Included in your first month's invoice.
- Spread evenly across the term of your contract.
- Billed during the specific month the work is performed.

We will clearly outline the exact billing method for your materials in the payment schedule in your proposal or contract addendum so there are no surprises.

Accepted Payment Methods

We accept checks, ACH bank transfers, and credit cards. Please note that credit card payments may be subject to a processing fee of up to 3.5%. For recurring services, you will just need to provide a valid credit card or ACH authorization when you sign your contract so we can get your autopay set up. There is no fee for ACH or Bank check transactions.

Late Payments & Accounts in Arrears

Invoices are past due if not paid upon receipt. We offer a 10-day grace period, but after that, a late fee of 1.5% per month (or \$25, whichever is greater) may be added to your outstanding balance. These fees will continue to accrue until the account is paid in full.

We hope it never comes to this, but if your account falls past due, we reserve the right to pause all services and hold onto any uninstalled materials or equipment until the balance is cleared. To protect our business, Indiana law (IC § 32-28-3) also allows us to file a mechanic's lien against the property for unpaid amounts, and we may pursue legal remedies to recover the funds, including reasonable attorney and collection fees.

Bill Disputes

If you think there is an error on your invoice, please let us know in writing within 10 days of receiving it. We ask that you still pay the undisputed portion of your bill on time while we will happily work with you to sort out the rest.

Compliance and Insurance

~~Work done by the Contractor will conform to local codes and applicable government regulations. The Contractor's employees have been trained to work safely and are aware of local labor regulations. The Contractor is insured for public liability and property damage. Copy of certificate available upon request. The Contractor is covered with workers' compensation insurance. Copy of certificate available upon request.~~

Indemnification

~~Any and all incidents resulting in actual, apparent, or potential damage or injury must be reported to the Contractor as promptly as possible. The Client will hold harmless and indemnify the Contractor for any and all claims, actions, liabilities, obligations, costs, expenses, fees, etc., as a result of failure to report within a reasonable time frame.~~

~~The Client will hold harmless and indemnify the Contractor for any and all claims, actions, liabilities, obligations, costs, expenses, fees, etc., arising from the following incidents resulting in actual, apparent, or potential damage or injury: in any and all cases in which the Contractor is restricted by the Owner from determining necessary services at its discretion; In any and all cases in which the damages or injuries to persons or property or claims, actions, obligations, liabilities, costs, expenses, and fees arise as the result of incidents occurring on areas of the property not serviced by the Contractor; In any and all cases in which the damages or injuries to persons or property or claims, actions, obligations, liabilities, costs, expenses, and fees arise as the result of incidents occurring during times in which the Contractor is restricted from accessing the property to perform its duties.~~

~~Any property, including fences, light posts, patios, etc., damaged by the Contractor will be restored as close as feasible to its original condition at our expense.~~

Procedure for Extra Work and Changes

Extra work will not be done without prior authorization and costing provided. Upon proper authorization, any and all extra work that is not covered in this estimate will be billed as an additional service when completed.

Cancellation

~~It is understood and agreed upon that either party may terminate this Contract, without cause, upon delivery of thirty (30) days' written notice of termination to the other party.~~

Amendments

~~All aspects of these specifications may be amended upon mutual agreement. Any such changes shall be in writing only and shall form part of this Contract.~~

Estimate authorized by: Clayton Decker
Clayton Decker

~~Estimate approved by:~~ _____

Signature Date: 03/20/2026

~~Signature Date:~~ _____

Email: clayton.decker@groundsguys.com

GroundsGuys® is part of Neighborly, your source for local home service professionals.



Services in your area:

Visit [Neighborly.com](https://www.neighborly.com) or call 833-461-1306 today.

- Appliance Repair
- Garage Door Services
- Home and Business Improvement
- Mosquito and Pest Control
- Window Cleaning
- Auto Glass Repair and Replacement
- Glass Repair and Installation
- Home Inspection
- Painting
- Windows and Doors
- Dryer Vent Cleaning Services
- Glide Out Shelving
- Junk Removal
- Plumbing & Drain
- Electrical
- Handyman Services
- Landscaping & Lawn Care
- Plumbing and Drain
- Fire and Water Damage
- Holiday Lighting
- Landscaping and Lawn Care
- Power Washing

Services performed by independently owned and operated franchises. Services vary by location. For available service providers in your area, visit [Neighborly.com](https://www.neighborly.com) ©2021 Neighborly Franchising LLC



CITY OF GOSHEN LEGAL DEPARTMENT

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

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

April 23, 2026

To: Board of Public Works and Safety

From: Christina M. Bonham, Paralegal

Subject: Agreement with Environmental Systems Research Institute, Inc. ("ESRI") for Subscriptions for all ArcGIS Products

It is recommended that the Board approve and authorize Mayor Leichty to execute the attached Agreement with ESRI to allow the City to enter into an agreement for subscriptions for all ArcGIS products.

This is a three (3) year contract effective May 20, 2026 to May 20, 2029. The total cost for the project will be One Hundred Twenty-Six Thousand Six Hundred Dollars (\$126,600.00), which breaks down to Forty-Two Thousand Two Hundred Dollars (\$42,200.00) per year.

In comparison, the previous three-year contract was \$38,500.00/year for a total contract price of \$115,500.00.

Suggested Motion:

Approve and authorize Mayor Leichty to execute the attached Agreement with ESRI for Subscriptions for all ArcGIS Products.



Environmental Systems Research Institute, Inc.
 380 New York St
 Redlands, CA 92373-8100
 Phone: (909) 793-2853
 DUNS Number: 06-313-4175 CAGE Code: OAMS3

Quotation # Q-569569

Date: March 9, 2026

Customer # 323575 Contract # ENTERPRISE AGREEMENT

City of Goshen
 Innovation and Technology
 205 S 5th St
 Goshen, IN 46528-3713

ATTENTION: Mattie Lehman
 PHONE: 574-537-3818
 EMAIL: mattielehman@goshencity.com

To expedite your order, please attach a copy of this quotation to your purchase order.
Quote is valid from: 3/9/2026 To: 6/7/2026

Material	Qty	Term	Unit Price	Total
193205	1	Year 1	\$42,200.00	\$42,200.00
Populations of 25,001 to 50,000 Small Government Enterprise Agreement Annual Subscription				
193205	1	Year 2	\$42,200.00	\$42,200.00
Populations of 25,001 to 50,000 Small Government Enterprise Agreement Annual Subscription				
193205	1	Year 3	\$42,200.00	\$42,200.00
Populations of 25,001 to 50,000 Small Government Enterprise Agreement Annual Subscription				

Subtotal:	\$126,600.00
Sales Tax:	\$0.00
Estimated Shipping and Handling (2 Day Delivery):	\$0.00
Contract Price Adjust:	\$0.00
Total:	\$126,600.00

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

For questions contact: Addison Scufsa	Email: ascufsa@esri.com	Phone: (909) 793-2853
<p>The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at https://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at https://go.esri.com/MAPS apply to your purchase of that item. If any item is quoted with a multi-year payment schedule, Esri may invoice at least 30 days in advance of each anniversary date without the issuance of a Purchase Order, and Customer is required to make all payments without right of cancellation. Third-party data sets included in a quotation as separately licensed items will only be provided and invoiced if Esri is able to provide such data and will be subject to the applicable third-party's terms and conditions. If Esri is unable to provide any such data set, Customer will not be responsible for any further payments for the data set. US Federal government entities and US government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at https://www.esri.com/en-us/legal/terms/state-supplemental apply to some US state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin for customers located in the USA.</p>		

Esri Use Only:

Cust. Name _____
 Cust. # _____
 PO # _____
 Esri Agreement # _____



**SMALL ENTERPRISE AGREEMENT
 COUNTY AND MUNICIPALITY GOVERNMENT
 (E214-2)**

This Agreement is by and between the organization identified in the Quotation (“**Customer**”) and **Environmental Systems Research Institute, Inc. (“Esri”)**.

This Agreement sets forth the terms for Customer’s use of Products and incorporates by reference (i) the Quotation and (ii) the Master Agreement. Should there be any conflict between the terms and conditions of the documents that comprise this Agreement, the order of precedence for the documents shall be as follows: (i) the Quotation, (ii) this Agreement, and (iii) the Master Agreement. This Agreement shall be governed by and construed in accordance with the laws of the state in which Customer is located without reference to conflict of laws principles, and the United States of America federal law shall govern in matters of intellectual property. The modifications and additional rights granted in this Agreement apply only to the Products listed in Table A.

**Table A
 List of Products**

Uncapped Quantities (annual subscription)

ArcGIS Enterprise Software and Extensions ArcGIS Enterprise (Advanced and Standard) ArcGIS Monitor ArcGIS Enterprise Extensions: ArcGIS 3D Analyst, ArcGIS Spatial Analyst, ArcGIS Geostatistical Analyst, ArcGIS Network Analyst, ArcGIS Data Reviewer	ArcGIS Enterprise Additional Capability Servers ArcGIS Image Server ArcGIS Online User Types ArcGIS Online Viewer User Type ArcGIS Enterprise User Types ArcGIS Enterprise Viewer User Type
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Capped Quantities (annual subscription)

ArcGIS Online User Types		ArcGIS Enterprise User Types	
ArcGIS Online Contributor User Type	20	ArcGIS Enterprise Contributor User Type	20
ArcGIS Online Mobile Worker User Type	125	ArcGIS Enterprise Mobile Worker User Type	125
ArcGIS Online Creator User Type	125	ArcGIS Enterprise Creator User Type	125
ArcGIS Online Professional User Type	30	ArcGIS Enterprise Professional User Type	30
ArcGIS Online Professional Plus User Type	30	ArcGIS Enterprise Professional Plus User Type	30
ArcGIS Pro (Add-on Apps) for ArcGIS Online Creator or Professional User Type		ArcGIS Pro (Add-on Apps) for ArcGIS Enterprise Creator or Professional User Type	
ArcGIS 3D Analyst, ArcGIS Data Reviewer, ArcGIS Geostatistical Analyst, ArcGIS Network Analyst, ArcGIS Publisher, ArcGIS Spatial Analyst, ArcGIS Workflow Manager, ArcGIS Image Analyst	30 each	ArcGIS 3D Analyst, ArcGIS Data Reviewer, ArcGIS Geostatistical Analyst, ArcGIS Network Analyst, ArcGIS Publisher, ArcGIS Spatial Analyst, ArcGIS Workflow Manager, ArcGIS Image Analyst	30 each
ArcGIS Online Apps and Other		ArcGIS Enterprise Apps and Other	
ArcGIS Location Sharing for ArcGIS Online	30	ArcGIS Location Sharing for ArcGIS Enterprise	30
ArcGIS Online Service Credits	75,000	ArcGIS Advanced Editing User Type Extension for ArcGIS Enterprise	20

Other Benefits

Number of Esri User Conference registrations provided annually	3
Number of Tier 1 Help Desk individuals authorized to call Esri	3
Five percent (5%) discount on all individual commercially available instructor-led training classes at Esri facilities purchased outside this Agreement	

Customer may accept this Agreement by signing and returning the whole Agreement with (i) the Quotation attached, (ii) a purchase order, or (iii) another document that matches the Quotation and references this Agreement (“**Ordering Document**”). **ADDITIONAL OR CONFLICTING TERMS IN CUSTOMER’S PURCHASE ORDER OR OTHER DOCUMENT WILL NOT APPLY, AND THE TERMS OF THIS AGREEMENT WILL GOVERN.** This Agreement is effective as of the date of Esri’s receipt of an Ordering Document, unless otherwise agreed to by the parties (“**Effective Date**”).

Term of Agreement: Three (3) years

This Agreement supersedes any previous agreements, proposals, presentations, understandings, and arrangements between the parties relating to the licensing of the Products. Except as provided in Article 4—Product Updates, no modifications can be made to this Agreement.

Accepted and Agreed:

City of Goshen, Indiana
(Customer)

By: _____
Authorized Signature

Printed Name: Gina M. Leichty

Title: Mayor

Date: April 23, 2026

CUSTOMER CONTACT INFORMATION

Contact: Mattie Lehman

Telephone: (574) 537-3818

Address: 202 S. 5th St.

Fax: _____

City, State, Postal Code: Goshen, IN 46528

E-mail: mattielehman@goshencity.com

Country: U.S.A.

Quotation Number (if applicable): Q-569569

1.0—ADDITIONAL DEFINITIONS

In addition to the definitions provided in the Master Agreement, the following definitions apply to this Agreement:

“**Case**” means a failure of the Software or Online Services to operate according to the Documentation where such failure substantially impacts operational or functional performance.

“**Deploy**”, “**Deployed**” and “**Deployment**” mean to redistribute and install the Products and related Authorization Codes within Customer’s organization(s).

“**Fee**” means the fee set forth in the Quotation.

“**Maintenance**” means Tier 2 Support, Product updates, and Product patches provided to Customer during the Term of Agreement.

“**Master Agreement**” means the applicable master agreement for Esri Products incorporated by this reference that is (i) found at <https://www.esri.com/en-us/legal/terms/full-master-agreement> and available in the installation process requiring acceptance by electronic acknowledgment or (ii) a signed Esri master agreement or license agreement that supersedes such electronically acknowledged master agreement.

“**Product(s)**” means the products identified in Table A—List of Products and any updates to the list Esri provides in writing.

“**Quotation**” means the offer letter and quotation provided separately to Customer.

“**Technical Support**” means the technical assistance for attempting resolution of a reported Case through error correction, patches, hot fixes, workarounds, replacement deliveries, or any other type of Product corrections or modifications.

“**Tier 1 Help Desk**” means Customer’s point of contact(s) to provide all Tier 1 Support within Customer’s organization(s).

“**Tier 1 Support**” means the Technical Support provided by the Tier 1 Help Desk.

“**Tier 2 Support**” means the Esri Technical Support provided to the Tier 1 Help Desk when a Case cannot be resolved through Tier 1 Support.

2.0—ADDITIONAL GRANT OF LICENSE

2.1 Grant of License. Subject to the terms and conditions of this Agreement, Esri grants to Customer a personal, nonexclusive, nontransferable license solely to use, copy, and Deploy quantities of the Products listed in Table A—List of Products for the Term of Agreement (i) for the applicable Fee and (ii) in accordance with the Master Agreement.

2.2 Consultant Access. Esri grants Customer the right to permit Customer’s consultants or contractors to use the Products exclusively for Customer’s benefit. Customer will be solely responsible for compliance by consultants and contractors with this Agreement and will ensure that the consultant or contractor discontinues use of Products upon completion of work for Customer. Access to or use of Products by consultants or contractors not exclusively for Customer’s benefit is prohibited. Customer may not permit its consultants or contractors to install Software or Data on consultant, contractor, or third-party computers or remove Software or Data from Customer locations, except for the purpose of hosting the Software or Data on Contractor servers for the benefit of Customer.

3.0—TERM, TERMINATION, AND EXPIRATION

3.1 Term. This Agreement and all licenses hereunder will commence on the Effective Date and continue for the duration identified in the Term of Agreement, unless this Agreement is terminated earlier as provided herein. Customer is only authorized to use Products during the Term of Agreement. For an Agreement with a limited term, Esri does not grant Customer an indefinite or a perpetual license to Products.

3.2 No Use upon Agreement Expiration or Termination. All Product licenses, all Maintenance, and Esri User Conference registrations terminate upon expiration or termination of this Agreement.

3.3 Termination for a Material Breach. Either party may terminate this Agreement for a material breach by the other party. The breaching party will have thirty (30) days from the date of written notice to cure any material breach.

3.4 Termination for Lack of Funds. For an Agreement with government or government-

owned entities, either party may terminate this Agreement before any subsequent year if Customer is unable to secure funding through the legislative or governing body's approval process.

3.5 Follow-on Term. If the parties enter into another agreement substantially similar to this Agreement for an additional term, the effective date of the follow-on agreement will be the day after the expiration date of this Agreement.

4.0—PRODUCT UPDATES

4.1 Future Updates. Esri reserves the right to update the list of Products in Table A—List of Products by providing written notice to Customer. Customer may continue to use all Products that have been Deployed, but support and upgrades for deleted items may not be available. As new Products are incorporated into the standard program, they will be offered to Customer via written notice for incorporation into the Products schedule at no additional charge. Customer's use of new or updated Products requires Customer to adhere to applicable additional or revised terms and conditions in the Master Agreement.

4.2 Product Life Cycle. During the Term of Agreement, some Products may be retired or may no longer be available to Deploy in the identified quantities. Maintenance will be subject to the individual Product Life Cycle Support Status and Product Life Cycle Support Policy, which can be found at <https://support.esri.com/en/other-resources/product-life-cycle>. Updates for Products in the mature and retired phases may not be available. Customer may continue to use Products already Deployed, but Customer will not be able to Deploy retired Products.

5.0—MAINTENANCE

The Fee includes standard maintenance benefits during the Term of Agreement as specified in the most current applicable Esri Maintenance and Support Program document (found at <https://www.esri.com/en-us/legal/terms/maintenance>). At Esri's sole discretion, Esri may make patches, hot fixes, or updates available for download. No Software other

than the defined Products will receive Maintenance. Customer may acquire maintenance for other Software outside this Agreement.

a. Tier 1 Support

1. Customer will provide Tier 1 Support through the Tier 1 Help Desk to all Customer's authorized users.
2. The Tier 1 Help Desk will be fully trained in the Products.
3. At a minimum, Tier 1 Support will include those activities that assist the user in resolving how-to and operational questions as well as questions on installation and troubleshooting procedures.
4. The Tier 1 Help Desk will be the initial point of contact for all questions and reporting of a Case. The Tier 1 Help Desk will obtain a full description of each reported Case and the system configuration from the user. This may include obtaining any customizations, code samples, or data involved in the Case.
5. If the Tier 1 Help Desk cannot resolve the Case, an authorized Tier 1 Help Desk individual may contact Tier 2 Support. The Tier 1 Help Desk will provide support in such a way as to minimize repeat calls and make solutions to problems available to Customer's organization.
6. Tier 1 Help Desk individuals are the only individuals authorized to contact Tier 2 Support. Customer may change the Tier 1 Help Desk individuals by written notice to Esri.

b. Tier 2 Support

1. Tier 2 Support will log the calls received from Tier 1 Help Desk.
2. Tier 2 Support will review all information collected by and received from the Tier 1 Help Desk including preliminary documented troubleshooting provided by the Tier 1 Help Desk when Tier 2 Support is required.
3. Tier 2 Support may request that Tier 1 Help Desk individuals provide verification of information, additional information, or answers to additional questions to

supplement any preliminary information gathering or troubleshooting performed by Tier 1 Help Desk.

4. Tier 2 Support will attempt to resolve the Case submitted by Tier 1 Help Desk.
5. When the Case is resolved, Tier 2 Support will communicate the information to Tier 1 Help Desk, and Tier 1 Help Desk will disseminate the resolution to the user(s).

6.0—ENDORSEMENT AND PUBLICITY

This Agreement will not be construed or interpreted as an exclusive dealings agreement or Customer's endorsement of Products. Either party may publicize the existence of this Agreement.

7.0—ADMINISTRATIVE REQUIREMENTS

7.1 OEM Licenses. Under Esri's OEM or Solution OEM programs, OEM partners are authorized to embed or bundle portions of Esri products and services with their application or service. OEM partners' business model, licensing terms and conditions, and pricing are independent of this Agreement. Customer will not seek any discount from the OEM partner or Esri based on the availability of Products under this Agreement. Customer will not decouple Esri products or services from the OEM partners' application or service.

7.2 Annual Report of Deployments. At each anniversary date and ninety (90) calendar days prior to the expiration of this Agreement, Customer will provide Esri with a written report detailing all Deployments. Upon request, Customer will provide records sufficient to verify the accuracy of the annual report.

8.0—ORDERING, ADMINISTRATIVE PROCEDURES, DELIVERY, AND DEPLOYMENT

8.1 Orders, Delivery, and Deployment

- a. Upon the Effective Date, Esri will invoice Customer and provide Authorization Codes to activate the nondestructive copy protection program that enables Customer to download,

operate, or allow access to the Products. If this is a multi-year Agreement, Esri may invoice the Fee up to thirty (30) calendar days before the annual anniversary date for each year.

- b. Undisputed invoices will be due and payable within thirty (30) calendar days from the date of invoice. Esri reserves the right to suspend Customer's access to and use of Products if Customer fails to pay any undisputed amount owed on or before its due date. Esri may charge Customer interest at a monthly rate equal to the lesser of one percent (1.0%) per month or the maximum rate permitted by applicable law on any overdue fees plus all expenses of collection for any overdue balance that remains unpaid ten (10) days after Esri has notified Customer of the past-due balance.

- c. Esri's federal ID number is 95-2775-732.

- d. If requested, Esri will ship backup media to the ship-to address identified on the Ordering Document, FOB Destination, with shipping charges prepaid. Customer acknowledges that should sales or use taxes become due as a result of any shipments of tangible media, Esri has a right to invoice and Customer will pay any such sales or use tax associated with the receipt of tangible media.

8.2 Order Requirements. Esri does not require Customer to issue a purchase order. Customer may submit a purchase order in accordance with its own process requirements, provided that if Customer issues a purchase order, Customer will submit its initial purchase order on the Effective Date. If this is a multi-year Agreement, Customer will submit subsequent purchase orders to Esri at least thirty (30) calendar days before the annual anniversary date for each year.

- a. All orders pertaining to this Agreement will be processed through Customer's centralized point of contact.

- b. The following information will be included in each Ordering Document:

- (1) Customer name; Esri customer number, if known; and bill-to and ship-to addresses
- (2) Order number
- (3) Applicable annual payment due

9.0—MERGERS, ACQUISITIONS, OR DIVESTITURES

If Customer is a commercial entity, Customer will notify Esri in writing in the event of (i) a consolidation, merger, or reorganization of Customer with or into another corporation or entity; (ii) Customer's acquisition of another entity; or (iii) a transfer or sale of all or part of Customer's organization (subsections i, ii, and iii, collectively referred to as "**Ownership Change**"). There will be no decrease in Fee as a result of any Ownership Change.

- 9.1** If an Ownership Change increases the cumulative program count beyond the maximum level for this Agreement, Esri reserves the right to increase the Fee or terminate this Agreement and the parties will negotiate a new agreement.
- 9.2** If an Ownership Change results in transfer or sale of a portion of Customer's organization, that portion of Customer's organization will transfer the Products to Customer or uninstall, remove, and destroy all copies of the Products.
- 9.3** This Agreement may not be assigned to a successor entity as a result of an Ownership Change unless approved by Esri in writing in advance. If the assignment to the new entity is not approved, Customer will require any successor entity to uninstall, remove, and destroy the Products. This Agreement will terminate upon such Ownership Change.



CITY OF GOSHEN LEGAL DEPARTMENT

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

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

April 23, 2026

To: Board of Public Works and Safety
From: Christina M. Bonham, Paralegal
Subject: Agreement with Cathy's Cleaning Service Regarding the Goshen Fire Department Administrative Offices in the Historic Elkhart County Courthouse

It is recommended that the Board approve and authorize Mayor Leichty to execute the attached Agreement with Cathy's Cleaning Service to allow the City to enter into an agreement for cleaning services for the Goshen Fire Department Administrative Offices located in the Historic Elkhart County Courthouse.

The cost for this project breaks down as follows:

Offices	Location	Per Cleaning Price	Weekly Cost	Monthly Cost *
Fire Dept. Admin. Offices	Historic Elkhart County Courthouse	\$115.00	\$230.00	\$996.67

* Monthly Cost based on a calculation of weekly cost multiplied by 52 calendar weeks, then divided by 12 calendar months. Monthly Cost is approximate.

City will also compensate Contractor Two Hundred Dollars (\$200.00) for interior window cleaning twice a year at the cost of \$100.00/cleaning.

Suggested Motion:

Approve and authorize Mayor Leichty to execute the attached Agreement with Cathy's Cleaning Service for cleaning services for the Goshen Fire Department Administrative Offices located in the Historic Elkhart County Courthouse.

**AGREEMENT WITH CATHY’S CLEANING SERVICE FOR
FIRE DEPT. ADMIN. OFFICES IN HISTORIC ELKHART CO. COURTHOUSE**

THIS AGREEMENT is entered into on _____, 2026, which is the date of the last signature set forth on the signature page, by and between **Cathy’s Cleaning Service** (“Contractor”), whose mailing address is 10 EMS D24 A Lane, Syracuse, IN 46567, and **City of Goshen, Indiana** (“City”), a municipal corporation and political subdivision of the State of Indiana acting through the Goshen Board of Public Works and Safety.

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

Section 1. Component Parts of this Agreement

- (A) This Agreement shall include these terms and conditions, as well as the terms and conditions set forth in the Contractor’s Proposal dated April 19, 2026, and attached to this Agreement as Exhibit A.
- (B) Any inconsistency or ambiguity in this Contract shall be resolved by giving precedence in the following order:
 - (1) This Agreement, and Amendments; and
 - (2) Contractor’s Proposal dated April 19, 2026.

Section 2. Scope of Services

Contractor shall provide City the services for the cleaning services for Goshen Fire Department Administrative Offices located in the Historic Elkhart County Courthouse, which services are more particularly described in Contractor’s April 19, 2026, proposal attached as Exhibit A (hereinafter referred to as “Duties”). In the event of any conflict between the terms of this agreement and the terms contained in the proposal attached as Exhibit A, the terms set forth in this agreement shall prevail.

Section 3. Effective Date; Term

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

Section 4. Compensation

(A) City agrees to compensate Contractor as follow for satisfactorily performing all Duties:

Offices	Location	Per Cleaning Price	Weekly Cost	Monthly Cost *
Fire Dept. Admin. Offices	Historic Elkhart County Courthouse	\$115.00	\$230.00	\$996.67

* Monthly Cost based on a calculation of weekly cost multiplied by 52 calendar weeks, then divided by 12 calendar months. Monthly Cost is approximate.

(B) City will also compensate Contractor Two Hundred Dollars (\$200.00) for interior window cleaning twice a year at the cost of \$100.00/cleaning.

Section 5. Payment

(A) City shall pay Contractor for Duties satisfactorily completed under this agreement as Duties progress.

(B) Contractor shall submit to City a detailed invoice upon completion of the Duties to the following address, or at such other address as City may designate in writing:

City of Goshen
c/o Buildings & Grounds Department
524 East Jackson Street
Goshen, IN 46528
Email is also acceptable at jeffhalsey@goshencity.com

(C) Provided there is no dispute on amounts due, payment will be made to Contractor within forty-five (45) days following City’s receipt of a detailed invoice for all Duties satisfactorily completed. If any dispute arises, the undisputed amount will be paid. Payment is deemed to be made on the date of mailing the check.

(D) Contractor is required to have a current W-9 form on file with the Goshen Clerk-Treasurer’s Office before City will issue payment.

Section 6. Licensing/Certification Standards

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

Section 7. Independent Contractor

(A) Contractor shall operate as a separate entity and independent contractor of the City of Goshen. Any employees, agents or subcontractors of Contractor shall be under the sole and

exclusive direction and control of Contractor and shall not be considered employees, agents or subcontractors of City. City shall not be responsible for injury, including death, to any persons or damages to any property arising out of the acts or omissions of Contractor and/or Contractor's employees, agents or subcontractors.

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

Section 8. Non-Discrimination

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

Section 9. Employment Eligibility Verification

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

Section 10. Contracting with Relatives

Pursuant to Indiana Code § 36-1-21, if the Contractor is a relative of a City of Goshen elected official or a business entity that is wholly or partially owned by a relative of a City of Goshen elected official,

the Contractor certifies that Contractor has notified both the City of Goshen elected official and the City of Goshen Legal Department of the relationship prior to entering into this agreement.

Section 11. No Investment Activities in Iran

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

Section 12. Indemnification

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

Section 13. Insurance

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

Section 14. Force Majeure

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

Section 15. Default

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

Section 16. Termination

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

Section 17. Notice

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

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

Contractor: Cathy’s Cleaning Service
Attention: Kara Trimmer
10 EMS D24 A Lane
Syracuse, IN 46567

Section 18. Subcontracting or Assignment

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

Section 19. Amendments

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

Section 20. Waiver of Rights

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

Section 21. Applicable Laws

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

Section 22. Miscellaneous

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

Section 23. Severability

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

Section 24. Binding Effect

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

Section 25. Entire Agreement

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

Section 26. Authority to Execute

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

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

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

Cathy's Cleaning Service

Gina M. Leichty, Mayor

Kara S. Z
Kara Trimmer, Owner

Date Signed: _____

Date Signed: 4/22/26

EXHIBIT A



April 19, 2026

Goshen Fire Department
101 N. Main St.
Goshen, IN 46528

Dear Mr. Halsey,

Thank you for giving us the opportunity to bid on Goshen Fire Department. Cathy's Cleaning Service is an established business in Kosciusko County. Beginning with just a few residential clients over twenty years ago, our staff now services over a hundred residential and commercial clients. Cathy's Cleaning has proudly served several clients for over fifteen years. As a thriving business, Cathy's Cleaning works on staying current with industry standards and procedures. We utilize floor care specialists that are IICRC certified for floor care. Our business is insured and bonded with Erie Business Insurance. We can provide copies upon request. All employees are covered under workers' compensation. The company is also a member of Cleaning for a Reason.

References:

Inova Federal Credit Union: Joseph Messenger 574-612-7944
Elkhart County Community Corrections: Karen Chandler 574-534-2210 ext. 20238
DJ Construction: Adam Miller, 574-340-0621
Tippecanoe Country Club: Stephan Kostecky 574-453-4441

Thanks for the opportunity to bid on your job. Feel free to contact me with any questions.

Kara Trimmer
Kara Cleaning Inc
DBA: Cathy's Cleaning
10 EMS D24 A Lane
Syracuse, IN 46567
Office: 1-574-658-3939
Cell: 1-574-536-7234
Email: ktrimmer@cleanwithcathy.com
Website: www.cleanwithcathy.com

Amount per clean = \$115.00

Amount per week = \$230.00

Scope of Work to Include:

Entrance

- Clean glass entry doors
- Vacuum mats
- Sweep and mop floor

Offices 6

- Dust flat surfaces (Please note, we will dust cleared areas only due to privacy issues)
- Empty trash
- Vacuum carpets

Restroom

- Clean mirrors
- Clean and disinfect sinks, countertops, door handles, light switches, faucets, partition doors, urinals and toilets
- Wipe walls under dispensers and around toilets and urinals as needed
- Refill hand soap, paper towels, and toilet paper
- Empty trash
- Sweep and mop floors

Breakroom

- Sanitize countertops and sink
- Clean tables, chairs, and outside of the refrigerator
- Clean inside and outside of the microwave
- Clean coffee maker
- Wipe wall around trash can as needed
- Empty trash
- Sweep and mop floor

Conference Room

- Dust flat surfaces (Please note, we will dust cleared areas only due to privacy issues)
- Clean table and chairs
- Empty trash
- Sweep and mop floor

Interior Window cleaning will be done twice a year included in price. Cost to add additional window cleaning at \$100.00 per cleaning

Cleaning will take place twice a week on a decided upon time. Goshen Fire Department agrees to provide all paper products, trash bags, and hand soaps needed. Cathy's Cleaning will provide all cleaning supplies.

Window washing and carpet cleaning are also available at an additional cost.

Anything beyond the cleaning specified in the bid/estimate would be billed at a rate of \$45.00 per man hour.



Marv Shepherd, Superintendent
Water Treatment & Sewer Collection Department

308 North Fifth Street • Goshen, IN 46528-2802

Phone (574) 534-5306 • TDD (574) 534-3185

marvshepherd@goshencity.com • www.goshenindiana.org

Soil Boring and Possible Monitoring Well
Hilltop Booster Station
City of Goshen Water & Sewer Department

The City of Goshen Water & Sewer Department proposes to conduct a subsurface soil investigation at the Hilltop Booster Station to evaluate site geology and groundwater conditions. The scope includes advancement of a soil boring with the option to install monitoring well if subsurface conditions warrant.

Scope of Services

1. Soil Boring and Sampling
 - Advance one (1) 2.25-inch diameter soil boring to approximately 60 feet using a Geoprobe drilling rig.
 - Utilize 3.25-inch dual-tube continuous sampling, as appropriate, to approximately 5 feet below the static groundwater table.
 - Collect continuous soil samples from ground surface to the bottom of the boring.
 - Visually classify soils in general accordance with ASTM D2488.
 - Prepare and submit boring and geologic logs to the City.
 - Retain soil samples at intervals not exceeding 5 feet and at all formation changes.
2. Laboratory Testing
 - Perform grain size analysis on all granular soil intervals in accordance with ASTM D422 (hydrometer analysis not required).
3. Borehole Backfilling
 - Backfill the initial boring using bentonite slurry or chips, or allow natural collapse, as dictated by subsurface conditions.
4. Monitoring Well Installation (If required)
 - Redrill the boring using 3.25-inch rods with expendable point to a depth suitable for monitoring well installation.
 - Target monitoring well depth is approximately 25 feet, subject to subsurface conditions and the presence of a suitable granular interval.
 - Install one (1) 1.5-inch diameter prepacked monitoring well consisting of:
 - 10-foot Schedule 40 PVC well screen (0.010-inch slot), and
 - Schedule 40 PVC casing with threaded joints.
 - Seal the remaining annulus with bentonite slurry or chips, as appropriate.



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Deliverables

- Soil boring log(s)
- Laboratory grain size results
- Monitoring well construction details (if installed)

Assumptions

- Installation of the monitoring well will be determined based on field observations, subsurface conditions encountered, and evaluation of existing dewatering wells.



**Engineering Department
CITY OF GOSHEN**

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

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

MEMORANDUM

TO: Board of Works Public and Safety

FROM: Engineering

RE: **ASPHALT PAVING PROJECT A 15TH STREET
(JN: 2026-0002)**

DATE: April 23, 2026

DC Construction is requesting a road closure to local traffic only to perform full depth pavement replacement and a section of mill and pave for the Asphalt Paving Project on 15th Street from Eisenhower Drive to US 33. The road closure will be phased in 3 sections. Eisenhower to College Avenue is phase one and is full depth roadway replacement. DC Construction will open this section and move to phase two. Phase two is a partial mill and pave and partial full depth roadway replacement between College Avenue and Plymouth Avenue. Phase three is full depth roadway replacement between Plymouth Avenue and U.S. 33. DC Construction will maintain open access for the businesses and residents on 15th Street. The three phases of the road closure will occur between Monday, April 27 through Tuesday, June 30 2026.

Requested motion: Move to approve the three phases of 15th Street road closure to local traffic only between Eisenhower Drive and US 33 from April 27 through June 30.

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

Gina Leichty, Mayor

Orv Myers, Member

Mary Nichols, Member

Michael Landis, Member

Barb Swartley, Member



**STORMWATER DEPARTMENT
CITY OF GOSHEN**

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

Phone (574) 534-2201 • Fax (574) 533-8626

stormwater@goshencity.com • www.goshenindiana.org

MEMORANDUM

TO: Board of Public Works and Safety and Stormwater Board

FROM: Stormwater Department

RE: **IDEM MS4 GENERAL PERMIT ANNUAL REPORT CERTIFICATION AND SIGNATURE APPROVAL (JN: 2002-0039)**

DATE: April 23, 2026

The City of Goshen Department of Stormwater must submit an annual report to the Indiana Department of Environmental Management describing the accomplishments and activities covered by the City's Municipal Separate Stormwater Sewer System (MS4) General Permit (MS4GP) (Permit Number: INR040176) by April 1st of each year.

To submit on time, the Department of Stormwater Management had Mayor Leichty sign the Report on March 27th. The Department of Stormwater Management is requesting the City of Goshen Board of Public Works and Safety for retroactive approval of the Mayor's signing of the Report.

The following are a few key points from the 2025 MS4GP Annual Report, with the full report attached for your review:

- This is the fifth year of the MS4GP, and IDEM is working on updating the MS4GP and will release a new MS4GP by the end of 2026.
- The Department of Stormwater and its partners at the Elkhart County Soil and Water Conservation District (SWCD) and the City of Elkhart Aquatic Biology Program held 45 educational events and reached a total of 100,094 unique individuals.
- 21 illicit discharges were reported/detected, investigated, and eliminated.
- There were 37 active construction projects with a construction stormwater general permit (CSGP), and 230 site inspections were conducted (199 by the Department of Stormwater and 31 by the Elkhart County SWCD).
 - o 15 Notice of Violations were issued against 12 construction projects, and two fines were issued for non-compliance.
- The Street Department's street sweeping program collected and disposed of 1,285.84 tons of debris.
- The Water & Sewer Department's storm drain cleaning program collected and disposed of 1,712 cubic yards of debris.

2025 IDEM MS4GP Annual Report

April 23, 2026

Page 2

Any questions or comments can be directed to the City's Stormwater Coordinator, Jason Kauffman.

Requested Motion: Approve Mayor Leichty's signing of the City of Goshen's 2025 Municipal Separate Storm Sewer System General Permit Annual Report form that was submitted to the Indiana Department of Environmental Management on April 1, 2026.



**Municipal Separate Storm Sewer System
General Permit (MS4GP)
Annual Report**

State Form 51278 (R8 / 2-25)

INDIANA DEPARTMENT OF ENVIRONMENTAL MANAGEMENT

For questions regarding this form, contact:

IDEM Office of Water Quality Stormwater Program
100 North Senate Avenue
Indianapolis, IN 46204-2251

Telephone: (317) 234-1601 or
(800) 451-6027

Web Access: <http://www.IN.gov/idem/4900>

- NOTE:**
- Annual reports must be submitted to the Indiana Department of Environmental Management. Failure to submit the annual report is considered a violation of permit coverage.
 - Please type or print in ink.
 - Please answer all questions thoroughly and return the form in accordance with the MS4GP or as directed by IDEM.
 - Return this form and any required attachments to the IDEM Stormwater Program, MS4 Program at the address listed in the box on the upper-right.

Reporting Year

Permit Year:

- (1)
- (2)
- (3)
- (4)
- (5)

SECTION 1: GENERAL PERMITTEE INFORMATION

- (1) MS4 Entity: City of Goshen (4) Type of MS4: City
 Town
 (2) Primary County: Elkhart County
 Non-traditional:
 (3) MS4 Permit Number: INR040176

- (5) MS4 Operator (Individual): Gina Leichy
- Title: Mayor
 - Telephone Number: 574-533-9322
 - Email Address; mayor@goshencity.com
 - Mailing Address:
202 South Fifth Street, Suite 1
City: Goshen State: IN Zip Code: 46528
 - Physical Address (if different from mailing address):

City: State: IN Zip Code:

- (6) MS4 Coordinator (Individual): Jason Kauffman
- Title: Stormwater Coordinator
 - Telephone Number: 574-537-3832 Cell Phone: 574-606-4064
 - Email Address; jasonkauffman@goshencity.com
 - Mailing Address:
204 E Jefferson Street, Suite 1
City: Goshen State: IN Zip Code: 46528
 - Physical Address (if different from mailing address):

City: State: IN Zip Code:

- (7) Application Preparer (if different from above):
- Title: Name of Company (if applicable):
 - Telephone Number: Cell Phone:
 - Email Address;
 - Mailing Address:

City: State: Zip Code:
 - Physical Address (if different from mailing address):

City: State: Zip Code:

SECTION 2: PUBLIC EDUCATION, OUTREACH AND PUBLIC PARTICIPATION – MINIMUM CONTROL MEASURES 1 AND 2

(1) Status of measurable goals, program requirements, compliance schedules, and timetables for this MCM. If Objectives are not met for a specific program element, explain the implementation problems encountered, and changes made to resolve problems identified [4.3 (h)(1)]:

(a) On Target: Yes No

(b) If No, provide an explanation in Section 7.

(2) List of public participation and outreach events and activities conducted, a description of the activity, an estimate of the number of attendees, and an assessment if the goals and objectives were met [4.3 (h)(2)]:

(a) Total number of public participation and outreach events: 45 Of the total reported, identify the number by audience:

- General Public: 98,402
- Commercial/Industrial: 95,163
- Construction: 1,692
- Other: 5,000 (calendar outreach)

(b) Stormwater program updates were provided to local officials and/or an advisory board during the reporting period [4.3 (e)]: Yes No

(c) Identify the targeted audience/constituents for this reporting period: Residential Constituents; School-Aged Students and their Parents; Contractors; and Plan Preparers

(d) Briefly describe changes or effects observed due to the outreach event(s): This year's Pay Dirt Event was even bigger and tied together construction and agriculture in unique ways that made it clear how both types of industries are similar. The Elkhart County SWCD significantly increased public outreach through a booth at the County 4-H Fair.

(e) Delivery Method: In-Person, Virtual, and in Print

(f) The MS4 must maintain a list of the public participation/outreach event, including a short description of the activity, number of attendees, and if the goals and objectives were met.

Do not submit this information. Upon review of the annual report IDEM may request the information or evaluate the information as part of an audit of the MS4 Program.

(3) The number and types of construction and/or post-construction stormwater training opportunities that were provided to contractors, developers and builders, property owners (commercial, industrial, residential, homeowner associations, and other targeted entities during the reporting period [4.3 (h)(3)]:

(a) Number of training events:

- Construction only: 7
- Post-construction only: 2
- Both Construction and Post-construction: 1

(b) The event or events were conducted with another MS4(s): Yes No

- If Yes, list the MS4(s): City of Elkhart, Elkhart County, and Town of Bristol

(4) Document that presentations (or reports provided) were made to local officials [4.3 (h)(4)]:

(a) Yes No

(b) Number of presentations: 2 Date or Dates: April 3, July 28, September 4

(5) Provide a list of educational materials used during the reporting period [4.3 (h)(6)]:

(a) Number of new materials developed: 2

(b) The MS4 must maintain a list of public educational materials.

(c) If the materials are maintained on a webpage – please provide the link:

<https://goshen.in.gov/government/departments/stormwater-management/> and <https://www.elkcoswcd.org/stormwater-partnership/>

Do not submit the list of materials at his time. Upon review of the annual report IDEM may request the information or evaluate the information as part of an audit of the MS4 Program.

SECTION 3: ILLICIT DISCHARGE DETECTION AND ELIMINATION - MINIMUM CONTROL MEASURE 3

(1) Status of measurable goals, program requirements, compliance schedules, and timetables for this MCM If Objectives are not being met for a specific program element, explain the implementation problems encountered, and changes made to resolve problems identified [4.4 (k)(1)]:

(a) On Target: Yes No

(b) If No, provide an explanation in Section 7.

(2) A summary of any storm sewer system mapping changes to the outfall and/or conveyance maps [4.4 (k)(3)]:

(a) The map is current: Yes No

(b) The map was last updated on:
December 31

(3) Number of new outfalls mapped [4.4 (k)(4)]:

3

(4) Number and location of dry weather outfalls screened for illicit discharges [4.4 (k)(5)]:

(a) Number of dry weather outfalls screened: 22

(b) The MS4 has completed dry weather screening on all outfalls: Yes No
If Yes, identify the number of outfalls that were screened during the reporting period:

(c) The number of dry weather outfalls that need to be screened before the end of the permit cycle:
60

(d) The MS4 must maintain information that contains the "location" of the dry weather outfalls screened.

Do not submit this information. Upon review of the annual report IDEM may request the information or evaluate the information as part of an audit of the MS4 Program.

(5) Number and location of illicit discharges detected [4.4 (k)(6)]:

(a) Number detected:

1

(b) The MS4 must maintain information that contains the "location" of the illicit discharges.

Do not submit this information. Upon review of the annual report IDEM may request the information or evaluate the information as part of an audit of the MS4 Program.

(6) Number and location of illicit discharges and/or spills reported [4.4 (k)(8)]:

(a) Number reported:

20

(b) The MS4 must maintain information that contains the "location" of the illicit discharges and/or spills reported.

Do not submit this information. Upon review of the annual report IDEM may request the information or evaluate the information as part of an audit of the MS4 Program.

(7) Illicit discharges eliminated for those that were detected and/or reported [4.4 (k)(7) and (9)]:

(a) Number eliminated: 21

(b) Number that required no corrective action: 1

(c) Number of enforcement actions taken: 2

(8) The MS4 has reviewed and assessed the minimum control measure in accordance with MS4GP [4.4 (i)]:

Yes No

(9) The MS4 documents annual training attended by staff specific to their responsibilities in accordance with the MS4GP [4.4 (g)]:

Yes No

(10) The MS4 revised and adopted or adopted a new IDDE ordinance [8.1 (a)(4)]:

Yes No

Last updated on: The Stormwater Management Ordinance was updated on July 28, 2025, but not the IDDE section.

SECTION 4: CONSTRUCTION SITE STORMWATER RUN-OFF CONTROL - MINIMUM CONTROL MEASURE 4

(1) Status of measurable goals, program requirements, compliance schedules, and timetables for this MCM. If objectives are not being met for a specific program element, explain the implementation problems encountered, and changes made to resolve problems identified [4.5 (m)(1)]:

(a) On Target: Yes No

(b) If No, provide an explanation in Section 7.

(2) The number of construction projects owned and/or operated by the MS4 entity that were active at the time of submission of this report [4.5 (m)(2)]:

7

(3) The number of construction sites obtaining a MS4 entity-issued stormwater run-off permit or authorization to discharge during the reporting period [4.5 (m)(3)]:

9

(4) The number of construction sites inspected during the reporting period [4.5 (m)(4)]: 230

(a) The MS4 has completed the inspections as required by the MS4GP [4.5 (d)(3)]:

• On Target: Yes No

• If No, provide an explanation in Section 7.

(5) The number and type of enforcement actions taken during the reporting period [4.5 (m)(5)]: 17

(a) Check the Appropriate Type of Action:

Stop work Orders

Monetary Penalties

Other (Describe):

Notice of Violations

(6) The number of public information requests and/or complaints received [4.5 (m)(6)]:

(a) Public Information Requests (Freedom of Information Request): 0

(b) Complaints Received: 2

(7) The MS4 has reviewed and assessed the minimum control measure in accordance with MS4GP [4.5 (i)]:

Yes No

(8) The MS4 documents annual training attended by staff specific to their responsibilities in accordance with the MS4GP [4.5 (j)]:

Yes No

(9) The MS4 maintains an inventory of all construction site projects in accordance with MS4GP [4.5 (l)]:

Yes No

(10) The MS4 revised and adopted or adopted a new construction stormwater run-off ordinance or regulatory mechanism during the reporting year [8.1 (a)(4)]:

Yes No

Last Updated on: July 28, 2025

SECTION 5: POST-CONSTRUCTION STORMWATER RUN-OFF CONTROL - MINIMUM CONTROL MEASURE 5

(1) Status of measurable goals, program requirements, compliance schedules, and timetables for this MCM. If objectives are not being met for a specific program element, explain the implementation problems encountered, and changes made to resolve problems identified [4.6 (j)(1)]:

(a) On Target: Yes No

If No, provide an explanation in Section 7.

(2) The MS4 revised and adopted or adopted a new post-construction ordinance and/or regulatory mechanism [4.6 (j)(2)]:

Yes No

Last Updated on: July 28, 2025

(3) The number of sites requiring post-construction control measures during the reporting period [4.6 (j)(3)]:

(a) Number of Sites: 17

(4) Number, type, and location of structural measures installed during the reporting period [4.6 (j)(4)]:

(a) Number of Measures: 30

(b) The MS4 must maintain information on the "type" and "location" of the measures installed.

Do not submit this information. Upon review of the annual report IDEM may request the information or evaluate the information as part of an audit of the MS4 Program.

(5) Number, type, and location of structural measures modified to function properly or improve water quality benefits [4.6 (j)(5)]:

(a) Number of Measures Modified: 1

(b) The MS4 must maintain information on the "type" and "location" of the measures modified.

Do not submit this information. Upon review of the annual report IDEM may request the information or evaluate the information as part of an audit of the MS4 Program.

(6) Number, type, and location of structural measures inspected to ensure each meets design requirements and/or are being maintained [4.6 (j)(6)]:

(a) Number of MS4 Owned/Operated Measures Inspected: 17

On Target (permit requires 100 % inspected by the end of the permit cycle):

Yes No If No, provide an explanation in Section 7

(b) Number of Privately Owned Measures Inspected: 0

On Target (permit requires 100% or a minimum of 250 inspected by the end of the permit cycle):

Yes No If No, provide an explanation in Section 7

(c) The MS4 must maintain information on the "type" and "location" of the measures inspected.

Do not submit this information. Upon review of the annual report IDEM may request the information or evaluate the information as part of an audit of the MS4 Program.

(7) The MS4 has developed and administers an inspection program in accordance with the MS4GP [4.6 (e) and (f)]:

Yes No

(8) The MS4 has reviewed and assessed the minimum control measure in accordance with MS4GP [4.6 (h)]:

Yes No

SECTION 6: MUNICIPAL OPERATIONS POLLUTION PREVENTION AND GOOD HOUSEKEEPING - MINIMUM CONTROL MEASURE 6

(1) Status of measurable goals, program requirements, compliance schedules, and timetables for this MCM. If Objectives are not being met for a specific program element, explain the implementation problems encountered, and changes made to resolve problems identified [4.7 (n)(1)]:

(a) On Target: Yes No

If No, provide an explanation in Section 7.

(2) Number and location of stormwater outfalls and conveyance systems that have been repaired during the reporting period [4.7 (n)(2)]:

(a) Number of outfalls: 0

(b) Number of conveyance systems: 46

(c) The MS4 must maintain information that contains the "location" of the outfalls and conveyances that have been repaired.

Do not submit this information. Upon review of the annual report IDEM may request the information or evaluate the information as part of an audit of the MS4 Program.

(3) Estimated amount of material collected from stormwater drainage system cleaning during the reporting period including the disposal methods utilized [4.7 (n)(3)]:

(a) Material Collected (*Volume or Weight*): 1,712 yards

(b) Disposal Method: Elkhart County Landfill

(4) Estimated amount of material collected from street sweeping during the reporting period, if applicable, including the disposal methods utilized [4.7 (n)(4)]:

(a) Material Collected (*Volume or Weight*): 1,285.84 Tons

(b) Disposal Method Utilized: Elkhart County Landfill

(5) Number and location of de-icing salt and sand storage areas and methods used to minimize stormwater exposure:

(a) Number of De-icing salt and sand storage areas [4.7 (n)(5)]: 4

(b) The MS4 must maintain information as to the "location" and methods used to minimize stormwater exposure.

Do not submit this information. Upon review of the annual report IDEM may request the information or evaluate the information as part of an audit of the MS4 Program.

(6) The MS4 has reviewed and assessed the minimum control measure in accordance with MS4GP [4.7 (i)]:

Yes No

(7) The MS4 documents annual training attended by facility staff specific to their responsibilities in accordance with the MS4GP [4.7 (m)]:

Yes No

(a) List the number of employees within other departments that have been trained on stormwater issues: 107

(8) The total number of owned and/or operated facilities (total number as of submittal of this report) within the MS4:
60

(9) The number of owned and/or operated facilities, identified in item (8) above that require development of a SWPPP:
21

(10) Facility inspections completed during the reporting period:

(a) The MS4 inspected each facility quarterly: Yes No

If No, provide an explanation:

(b) The MS4 Coordinator participated in at least one of the quarterly inspections at each facility: Yes No

If No, provide an explanation:

(11) The MS4 has completed one (1) surface visual inspection of the entire stormwater system during this reporting period: Yes No
If one has not been completed identify the percentage of surface visual inspections completed: _____ Percent

Optional:

The MS4 has completed the required surface visual inspection and has completed additional visual inspections of the entire stormwater system during this reporting cycle: Yes No If yes, the number completed:

SECTION 7: MS4 PROGRAM MANAGEMENT AND SUMMARY

(1) Water Quality Characterization Report (WQCR) [8.1 (a)(5)]:

(a) The WQCR has been updated during this reporting period. Yes No

Date of Modification/update: May 1, 2023

(b) The updated WQCR and/or new and on-going water quality characterization data is required as part of the annual report).

Do not submit this information. As part of the annual report review IDEM may request this information or review the information during an audit of the MS4 Program.

(c) Updated list of the receiving waters. The MS4 must maintain documentation of receiving waters. As part of the annual report review, IDEM may request this information or review the information as part of an audit of the MS4 Program [8.1 (a)(6)].

Do not submit this information. As part of the annual report review, IDEM may request this information or review the information as part of an audit of the MS4 Program.

(2) Provide progress to meet a TMDL, or improve water quality in the 303d listed impairments) [8.1 (a)(7)]:

(a) A TMDL implementation plan has been developed and/or stormwater management measures implemented within the MS4 boundaries.

Yes No In Progress Not Applicable

(b) If Yes: provide a brief description of activities in progress or completed to meet the TMDL or improve water quality in the 303d listed impairments.

(3) MS4 jurisdictional boundaries as required by Section 4.2 (a)(1). Identify areas removed or added to the jurisdictional area of the MS4 [8.1 (a)(10)]:

(a) Provide a shapefile, polygon layer, or map with a date that reflects changes made during the reporting period.

(4) The MS4 documents annual training attended by staff and/or contractual staff that is specific to their responsibilities as outlined in the MS4GP [4.4(g), 4.5 (j), and 4.6 (i)] and in accordance with the general performance requirements [4.1(d)]:

Yes No

(5) Describe new funding sources and new expenditures [8.1 (a)(9)]:

(a) The Goshen Stormwater Department issued fines through the City of Goshen's Ordinance Violations Bureau and collected \$425 in 2025.

(b) The 2025 Stormwater Management Budget included the purchase of a new street sweeper for ~\$358,000, and

(c) the allocation of ~\$800,000 towards a utility and road reconstruction project tied to lead water service lines.

(d)

(5) Describe relevant sections of the SWQMP that have been modified (by MCM) [8.1 (a)(1)]:

(a) Public Education, Outreach and Involvement:

(b) Illicit Discharge:

(c) Construction Stormwater Run-off:

(d) Post-construction Run-off:

(e) Good Housekeeping:

(6) Brief Description of changes from the previous year due to annual review [8.1 (a)(2)]:

(a) Public Education, Outreach and Involvement:

(b) Illicit Discharge:

(c) Construction Stormwater Run-off:

(d) Post-construction Run-off:

(e) Good Housekeeping:

(7) Implementation problems encountered, including program changes made to address ineffectiveness or infeasibility [8.1 (a)(8)]:

(a) Public Education, Outreach and Involvement:

(b) Illicit Discharge: City of Goshen GIS staff continue to work to improve the data and information provided via GIS.

(c) Construction Stormwater Run-off:

(d) Post-construction Run-off: Goshen Stormwater continues to develop a program to inspect private properties covered by a PCSMP and Maintenance Agreement.

(e) Good Housekeeping:

(8) Brief Description of projects or programs that have been successful or should be highlighted and unique:
The Pay Dirt Conference held by the Elkhart County SWCD, Goshen's partner, have been very successful in bringing together folks from construction and agricultural to show how both industries are similar and how they are connected and can work together towards a concept called "Water Quality of Life". Additionally, the Greater Elkhart County Stormwater Partnership released its ninth edition of the Stormwater Calendar with the theme "Nature of the Waterways".

(9) Brief Description of issues that have been identified that IDEM may be able to assist the MS4 in addressing:
How to address the management and maintenance of post-construction stormwater quality measures with residential subdivisions and HOAs or when HOAs do not exist.

SECTION 8: CERTIFICATION AND SIGNATURE

I swear or affirm, under penalty of perjury as specified by IC 35-44.1-2-1 and other penalties specified by IC 13-30-10, that the statements and representations in this notification are true, accurate, and complete.

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gathered and evaluated the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly involved in gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

Printed Name of Responsible Individual (Applicant/Permittee):

Signature of Responsible Individual:

Date (month/day/year) / /

Note:

- This document must be signed by the individual meeting requirement of 40 CFR 122.22.
- Signature must be wet ink (FAX and photocopies are not acceptable)

The next page contains permittee signature.

(8) Brief Description of projects or programs that have been successful or should be highlighted and unique:

The Pay Dirt Conference held by the Elkhart County SWCD, Goshen's partner, have been very successful in bringing together folks from construction and agricultural to show how both industries are similar and how they are connected and can work together towards a concept called "Water Quality of Life". Additionally, the Greater Elkhart County Stormwater Partnership released its ninth edition of the Stormwater Calendar with the theme "Nature of the Waterways".

(9) Brief Description of issues that have been identified that IDEM may be able to assist the MS4 in addressing:

How to address the management and maintenance of post-construction stormwater quality measures with residential subdivisions and HOAs or when HOAs do not exist.

SECTION 8: CERTIFICATION AND SIGNATURE

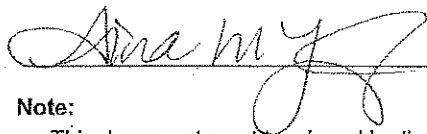
I swear or affirm, under penalty of perjury as specified by IC 35-44.1-2-1 and other penalties specified by IC 13-30-10, that the statements and representations in this notification are true, accurate, and complete.

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gathered and evaluated the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly involved in gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

Printed Name of Responsible Individual (Applicant/Permittee):

Gina Leichty

Signature of Responsible Individual:



Date (month/day/year) 3 12 26

Note:

- This document must be signed by the individual meeting requirement of 40 CFR 122.22.
- Signature must be wet ink (FAX and photocopies are not acceptable)



**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 Public Works and Safety

FROM: Goshen Engineering Department

RE: **INDOT ROAD CLOSURE PERMIT FOR 2026 4-H FAIR PARADE**

DATE: April 23, 2026

The Elkhart County 4-H Fair Parade will involve the closure of various City streets, as well as a section of US Highway 33 between Madison Street and Monroe Street and a section of State Road 15 between Lincoln Avenue and Main Street, on Sunday, July 26, 2026.

To complete the State permit process for the requested road closures, the Engineering Department requests the Board to authorize the Mayor to sign the State permit's Hold Harmless indemnity form.

Requested Motion: Authorize the Mayor to sign the State permit's Hold Harmless indemnity form for the Elkhart County 4H Fair Parade.

CONCURRENCE FOR TEMPORARY USE OF CITY OR COUNTY STREETS OR ROADS

TO BE ATTACHED TO PERMIT APPLICATION

Detour of:

- SR 15
- US _33_

For the Elkhart County 4-H Fair
Parade July 26, 2026

It is agreed that any damages to county roads, city streets, intersections, public, or private property and/or drainage caused by this road closing and/or detour will be the responsibility of the following:

- County Highway Commission
- City Street Department
- City Administration
- Town Board
- Others: _____

Signed by:

Mayor:

—OR—

Two (2) members of the Town Board:

—OR—

Two (2) members of the County Highway Department:

The applicant agrees to Indemnify, defend, exculpate, and hold harmless the State of Indiana, its officials and employees, from any liability due to loss, damage, injuries, or other casualties of whatsoever kind, or by whomsoever caused to the person or property of anyone on or off the right-of-way arising out of , or resulting from, the issuance of this permit or the work connected therewith, or from the installation, existence, use maintenance, condition, repairs, alteration, or removal of any equipment or material, whether due in whole or in part to the negligent acts or omissions of (1) the state, its officials, agents, or employees, or (2) of the applicant, his agents or employees or the persons engaged in the performance of the work, or (3) the joint negligence of any of them: including any claims arising out of the workmen's compensation act or any other law, ordinance, order, or decree. The applicant also agrees to pay all reasonable expenses and attorney's fees incurred or imposed on the State in connections herewith in the event that the applicant should default under the provisions of this paragraph.



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engineering@goshencity.com • www.goshenindiana.org

MEMORANDUM

TO: Board of Works and Safety and Stormwater Board

FROM: Brad Minnick, P.E., Civil City Engineer

RE: **VENTURI, 123 E. LINCOLN AVENUE
2025 OUTDOOR SEATING REQUEST (JN: STREETS)**

DATE: April 23, 2026

Venturi has submitted an application for "Temporary Outdoor Seating in Public Right-of-way". Goshen Engineering has reviewed the application and found it complete. As presented, Venturi will maintain 2' offset from the curblineline with a boundary fence, will have outdoor seating near the parking spaces with umbrellas, and seating against the building. Venturi has committed to maintaining a minimum 5 feet walkway between the seating areas for pedestrians.

Goshen Engineering requests the Board of Works and Safety acknowledge receipt of the outdoor seating application for 123 E. Lincoln Avenue and approve the request until October 30, 2026.

Requested Motion: Move to accept Venturi's "Temporary Outdoor Seating in Public Right-of-way" application for 123 E. Lincoln Avenue and approve the request until October 30, 2026.

Application for Temporary Outdoor Seating in Public Right-of-Way City of Goshen, Indiana

Name of Business: <u>Venturi</u>	Business Phone Number: <u>574-485-2985</u>
Applicant Name: <u>Stacy Dechnik</u>	Applicant Phone Number: (required for after-hours contact) <u>574-302-7534</u>
Address: <u>123 E. Lincoln Ave Goshen IN 46528</u>	
Installation Date: (On or After April 1 st) <u>4/1/26</u>	Removal Date: (On or Before October 30 th) <u>10/30/26</u>

PERMIT APPLICANT _____ 3/31/26
Signature [Signature] Date

LIABILITY INSURANCE REQUIREMENTS: \$1M General Liability Insurance Yes No

APPLICATION FEE: The fee for each Outdoor Seating Right-of-Way application shall be \$20.00. Please make check payable to: "CITY OF GOSHEN"
 Date Paid 3/31/26 Cash Check # 3316

City of Goshen "Approval of Permit"

<u>[Signature]</u> City Engineer	<u>4-13-26</u> Date	<u>Gina Leichty, Mayor</u> Date	
<u>Michael Landis, Board Member</u> Date		<u>Mary Nichols, Board Member</u> Date	
<u>Barb Swartley, Board Member</u> Date		<u>Orv Myers, Board Member</u> Date	

Application Checklist

- Complete the application form
- Attach a scaled drawing showing the design of the installation with dimensions
- Include signed letters of support from adjacent property owners, if applicable
- Provide pictures or drawings that illustrate the materials to be used in the installation
- Provide a brief description of operations including if alcohol sales will occur and hours of operation
- Supply certificate of liability insurance naming the City as an additional insured
- If vehicular traffic will be impacted by construction, include an installation and removal plan showing traffic maintenance accommodations
- Create and provide a maintenance checklist

Application Requirements

Establishments in the Downtown Business District serving food and/or beverages as the primary offering, or banquet facilities and rentable space permitted to allow catering services at the facility may request approval from the City of Goshen to place additional temporary seating outside of the facility in the portion of the public right-of-way directly adjacent to the property. For the purposes of this document, the Downtown Business District is defined as the area being along or between 2nd Street and 5th Street while also being along or between Pike Street and Madison Street. The portion of the public right-of-way directly adjacent to the neighboring properties may also be utilized upon written consent of the that property owner as long as all utilized portions of the right-of-way are contiguous. All approved installations and placement of private effects within the public right-of-way must be temporary and will only be allowed from April 1st to October 30th, at which time, the outdoor seating within the right-of-way privilege expires and the right-of-way must be returned to its original condition. Applications must be submitted on a yearly basis and all requests to the City of Goshen will require the following criteria be met prior to approval:

- All seating must allow access to public utilities, waste collection receptacles, hydrants, alleys, manhole covers, ADA parking spaces, and driveways; and must adhere to all standard codes, rules and guidelines for such establishments, including those set forth by the Indiana Alcohol and Tobacco Commission, if applicable.
- At a minimum, a 5-foot walkway must be maintained free of all obstructions on either:
 1. A portion of the sidewalk with a cross slope of 2.0% or less, or
 2. The most level 5-foot wide section of walkway as determined by the Engineering Department.
- If table service is to be offered, separation must be provided between seating and walkway through placement of a vertical barrier with a minimum height of 36 inches. The barrier must be free-floating, not damage the sidewalk surface, and not cause a trip hazard within the defined walkway.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/31/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Edgewood Partners Insurance Center 11711 N. Meridian St Ste 700 Carmel IN 46032	CONTACT NAME: Kimet Speed
	PHONE (A/C, No, Ext): (765) 420-1387 FAX (A/C, No): E-MAIL ADDRESS: Angie.Cunningham@epicbrokers.com
INSURER(S) AFFORDING COVERAGE	
INSURER A: CINCINNATI INSURANCE COMPANY NAIC # 10677	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

COVERAGES **AC** **CERTIFICATE NUMBER:** Cert ID 52527 (1) **REVISION NUMBER:**

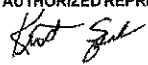
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			EPP 0603107	01/15/2026	01/15/2027	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N	EWC 0764397	01/15/2026	01/15/2027	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000 \$ \$

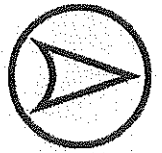
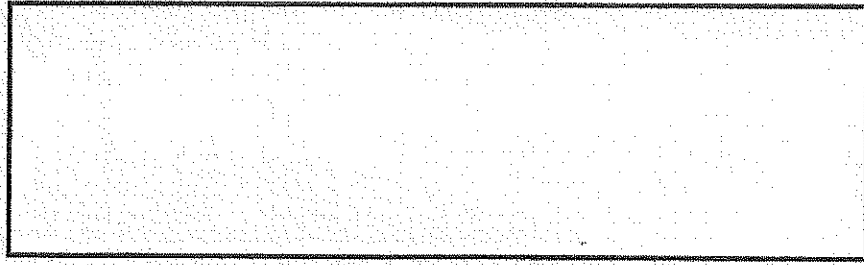
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

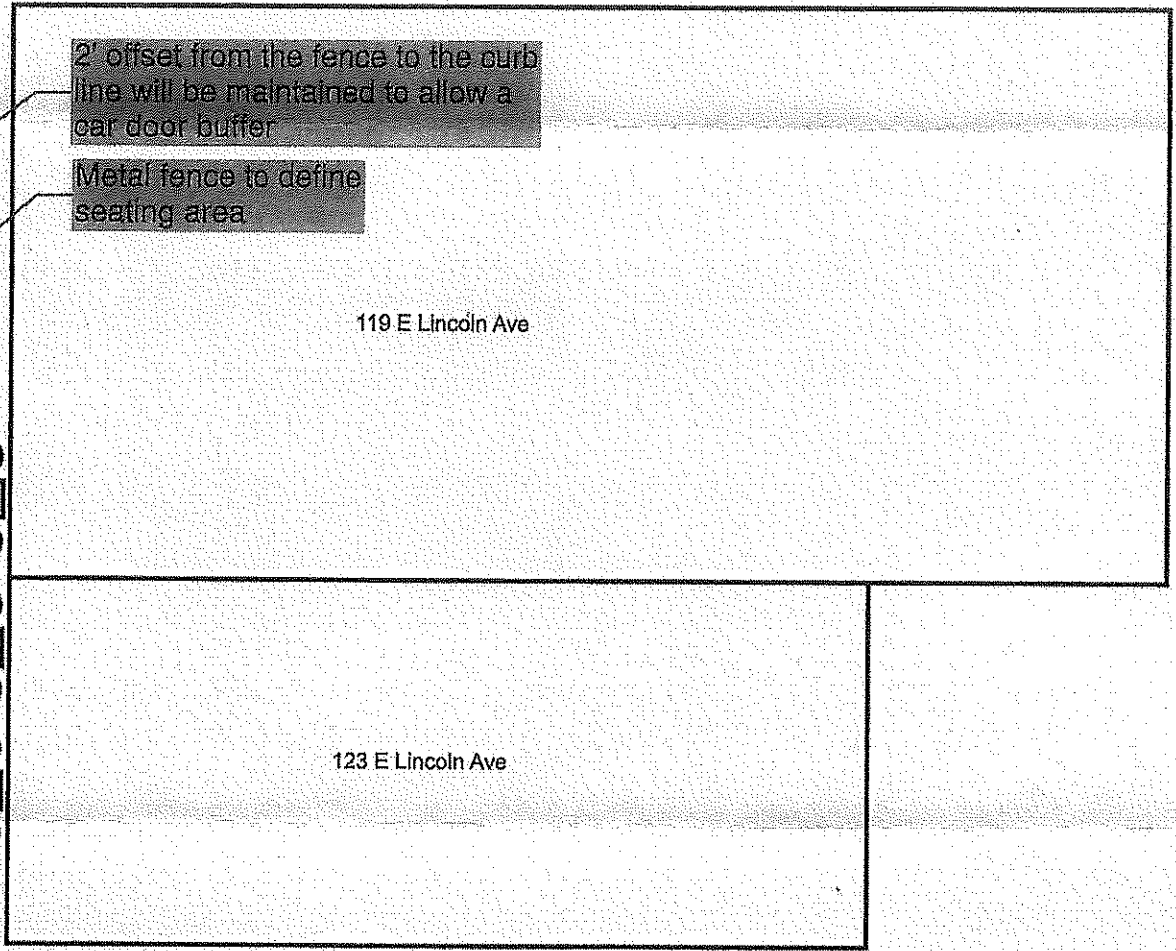
CANCELLATION

City Of Goshen 202 S 5th St Goshen IN 465283703	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
---	--

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alley



2' offset from the fence to the curb line will be maintained to allow a car door buffer

Metal fence to define seating area

119 E Lincoln Ave

123 E Lincoln Ave

sidewalk
5 foot
walkway



Pizzeria Venturi LLC

123 E Lincoln Ave.

Goshen, IN 46528

574-485-2985

www.eatventuri.com

Owners: Justin Venturi & Stacy Dechnik

Contact: Stacy Dechnik

574-302-7534

stacy@eatventuri.com

Operations:

Full-service restaurant serving certified Neapolitan pizzas, salad, appetizers, desserts, and beverages, both alcoholic and non-alcoholic.

Hours of Operation:

Sunday: 11:30am-1:30pm & 5:00pm - 9:00pm

Monday: 11:30am-1:30pm & 5:00pm - 9:00pm

Tuesday: closed

Wednesday: 11:30am-1:30pm & 5:00pm - 9:00pm

Thursday: 11:30am-1:30pm & 5:00pm - 9:00pm

Friday: 11:30am-1:30pm & 5:00pm - 9:00pm

Saturday: 11:30am - 9:00pm

Maintenance Checklist:

- Wipe down tables and chairs
- Clean up trash and debris from in and around seating area
- Sweep seating area





Stacy Dechnik <accounting@eatventuri.com>

Board of Works Request - Outdoor Seating

3 messages


Stacy Dechnik <accounting@eatventuri.com> Tue, Mar 31, 2026 at 9:10 AM
Cc: "Justin Venturi(work)" <justin@eatventuri.com>
Bcc: kyle stiffney <kstiffney@gmail.com>, Stephanie Hirschler <stephanieanne@gmail.com>

Hello,

Attached is our request for the Board of Works for 119-123 E Lincoln Ave outdoor seating. Please reply to let us know if you approve or have any questions or concerns.

Thank you!
Stacy & Justin

--
Stacy Dechnik
Business Manager/Co-Owner
Pizzeria Venturi

 **Outdoor Seating Drawing.pdf**
1366K

Stephanie Honderich <stephanieanne@gmail.com> Tue, Mar 31, 2026 at 10:16 AM
To: Stacy Dechnik <accounting@eatventuri.com>

Looks good to me!
[Quoted text hidden]

kyle stiffney <kstiffney@gmail.com> Fri, Apr 3, 2026 at 2:27 PM
To: Stacy Dechnik <accounting@eatventuri.com>
Cc: "Justin Venturi(work)" <justin@eatventuri.com>

This looks great! I am in support of this!

Kyle stiffney
[Quoted text hidden]



**Engineering Department
CITY OF GOSHEN**

204 East Jefferson Street, Suite I • 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: **ADDITIONAL SIGNAGE: “NO TRUCKS” AT THE CROSSING**
JN: N/A

DATE: April 23, 2026

The Engineering Department seeks permission to add “No Trucks” signage per Indiana Manual of Uniform Traffic Control Devices to Lighthouse Lane at its intersection with County Road 19 and with Sturgeon Point to the east, to prevent heavy truck traffic from traveling through this residential section of roadway, per the attached Exhibit.

Suggested Motion: Move to approve the installation of two “No Trucks” signs per the attached Exhibit on Lighthouse Lane, at County Road 19, and Sturgeon Point.

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

Gina Leichty, Mayor

Barb Swartley, Member

Mary Nichols, Member

Orv Myers, Member

Michael Landis, Member



Additional "NO TRUCKS" signs



Printed 4/9/2026 by



Legend

- Parcels
- City Limits
- Public Road
- State Road/US Highway
- World Imagery
- Low Resolution 15m Imagery
- High Resolution 60cm Imagery
- High Resolution 30cm Imagery
- Citations

The City of Goshen's Digital Data is the property of the City of Goshen and Elkhart County, Indiana. All graphic data supplied by the city and county has been derived from public records that are constantly undergoing change and is not warranted for content or accuracy. The city and county do not guarantee the positional or thematic accuracy of the data. The cartographic digital files are not a legal representation of any of the features depicted, and the city and county disclaim any assumption of the legal status they represent. Any implied warranties, including warranties of merchantability or fitness for a particular purpose, shall be expressly excluded. The data represents an actual reproduction of data contained in the city's or county's computer files. This data may be incomplete or inaccurate, and is subject to modifications and changes. City of Goshen and Elkhart County cannot be held liable for errors or omissions in the data. The recipient's use and reliance upon such data is at the recipient's risk. By using this data, the recipient agrees to protect, hold harmless and indemnify the City of Goshen and Elkhart County and its employees and officers. This indemnity covers reasonable attorney fees and all court costs associated with the defense of the city and county arising out of this disclaimer.

The City of Goshen

Department of Public Works & Safety
Office of Engineering

204 East Jefferson Street, Goshen, Indiana 46528
Phone: 574-534-2201 engineering@goshencity.com



**STORMWATER DEPARTMENT
CITY OF GOSHEN**

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

Phone (574) 534-2201 • Fax (574) 533-8626

stormwater@goshencity.com • www.goshenindiana.org

MEMORANDUM

TO: Board of Public Works and Safety and Stormwater Board

FROM: Stormwater Department

RE: **CITY OF ELKHART AQUATIC BIOLOGY PROGRAM PARTNERSHIP
2025 SUMMARY (JN: 2002-0039)**

DATE: April 23, 2026

Since 2020, the City of Goshen Department of Stormwater Management has partnered with the City of Elkhart Aquatic Biology Program to provide aquatic biology outreach activities for Goshen residents. “The Aquatic Biology Program uses wild fish from the Elkhart River as a tool to engage residents on the importance of the river, while educating on issues, including stormwater pollution, that influence the river’s health.” (quote from the Introduction of the 2025 Report; attached for your review)

A few weeks ago, on March 26, the Board of Public Works and Safety approved the updated agreement through 2028, which covers up to 10 events per year at a cost of \$750 each, not to exceed \$7,500 per year.

The City of Goshen’s ongoing support of the City of Elkhart’s Aquatic Biology Program supports the Clean river Healthy neighborhoods program, a joint effort between the Cities of Elkhart and South Bend. This program, which began in 1998, has yielded a substantial amount of data on the health of local rivers and streams. For more information, visit:

<https://www.cityofelkhartin.gov/departments/public-works-and-utilities/aquatic-biology/>.

In 2025, the City of Elkhart Biology Program held 10 events at Goshen area schools, the May First Friday, Goshen Parks Discovery Day Camp, and for the Elkhart County 4-H Fishing Club, reaching a total of 1,045 people.

This partnership is a key component of the Goshen Department of Stormwater Management’s public education program, and this Board’s support of the program is deeply appreciated.



Waterford Elementary Third Graders



Goshen High School Environmental Science Class



Goshen High School Environmental Science Class collecting data on fish length for a lab.



City of Elkhart Aquatic Biology Program Truck



Aquatic Biology Outreach

City of Goshen Stormwater Program

City of Elkhart Aquatic Biology Program

Report 2025

Introduction

In the Spring of 2020, the City of Goshen and the City of Elkhart entered into a 3-year interlocal agreement, for Elkhart's Aquatic Biology Program to perform outreach activities in support of Goshen's Stormwater Program. Despite COVID-19 pandemic shutdowns in 2020, this outreach partnership proved to be successful in the years of 2021 and 2022, and the interlocal agreement was renewed by both parties to the cover the years of 2023 to 2025. The Aquatic Biology Program uses wild fish from the Elkhart River as a tool to engage residents on the importance of the river, while educating on issues, including stormwater pollution, that influence the river's health.

Events

The following outreach events were performed in 2025:

1. Goshen High School Environmental Science Class

~15 Students – May 2 – Shanklin Park

This is an annual field trip event with Goshen High School environmental science students. Prior to student arrival, Elkhart Aquatic Biology staff and Goshen Stormwater staff collected fish from the river. When the students arrived, the Aquatic Biology staff gave a short presentation about local fish species and Goshen Stormwater staff gave a short presentation on stormwater issues. Following the presentations, students were broken into teams where they identified fish species, took measurements from the fish, and recorded data before releasing the fish back into the river.

Following the field trip, Elkhart's Aquatic Biologist compiled the data and shared it with the teacher along with instructions for data analysis. The data were used by the class to calculate the Index of Biotic Integrity (a measure of the health of the river).

2. Arbor Day

May 2 – Courthouse Lawn – Downtown Goshen

Using live fish from the Elkhart River, a display was set up on the Courthouse Lawn in Downtown Goshen to compliment other environmental related booths and activities (including the Goshen Stormwater Department). Hundreds of residents from the community were in attendance.

3. Elkhart County 4-H Fishing Club

~100 people including club members and their parents – May 19 – Rogers Park

This is an annual program where the Aquatic Biology Program teaches the club about local fish species, rivers and streams, and water quality issues (including stormwater pollution). For this year, the club chose to meet at Roger's Park for an interactive program with live fish from the Elkhart River. While the indoor power point presentations that we typically do in the winter are effective, this format was more engaging especially for young 4H members.

4. Discovery Day Camp – Goshen Parks

~60 kids– July 17 – Shanklin Park

Discovery Day Camp (DDC) is a summer camp program offered through the Goshen Parks Department for elementary school age children. The Aquatic Biology Program collected fish from the Elkhart River in the Shanklin Park area and provided a presentation to DDC students. While using fish species characteristics as a tool for engaging students, topics such as pollution issues, stormwater, and river health were discussed.

5. Goshen Sustainability Semester Students

5 Students – September 5 – Former Elkhart River Dam Site

On September 5 at 9:00am, the Sustainability Leadership Semester (SLS) group met with the Aquatic Biology Program on the Elkhart River at the site of the former Elkhart River Dam. The SLS Program is a 13-week full-time experience, where students are immersed in programs related to sustainability. As part of the program, they take a canoe trip from Merry Lea Environmental Center in Noble County to Lake Michigan. Along this trip, SLS students meet with local sustainability leaders, but more importantly engage in river health related issues.

The Aquatic Biology Team collected fish ahead of the event at the former dam site to help demonstrate the benefits of removing the dam.

6. Goshen Junior High School

~450 students – September 25 and 26 – Goshen Junior High

Over the course of 2 days, the City of Elkhart Aquatic Biology Department in collaboration with the Goshen Stormwater Department, the Elkhart County SWCD, and the Goshen Department of Environmental Resilience provided approximately 23, 20-minute presentations to Goshen Junior High School 8th Graders. While there was a lot to cover in 20-minutes, the Aquatic Biology program used fish a tool for engaging students on the health of the river and for complimenting material covered by the Goshen Stormwater Department and other collaborators. This event is usually held at Shanklin Park but due to a poor weather forecast on the first day and a 2-hour delay on the second day, the event was held at the Junior High.

7. Goshen Ecology and Evolution Students

~40 students – October 2 – Violet Cemetery

This is an annual lab exercise for students enrolled in the Ecology and Evolution Course at Goshen College. As with previous years, there are two lab sections that meet for this course. The first lab section met from 8:00am to 11:00pm, while the second section met from 11:00am to 2:00pm.

Prior to the student's arrival, the Aquatic Biology Team met at 6:00am at Violet Cemetery to collect the first batch of fish for the lab. Students broke into teams to identify species, measure fish and record data. While most students processed fish, other students accompanied Aquatic Biology staff on the electrofishing boat to collect more fish for processing.

Students were also engaged through quick presentations to at the beginning of each lab to promote thought on the variables (including stormwater issues) that influence the fish communities in the Elkhart River. Following the collection of data, students used the data for their lab assignment to calculate the Index of Biotic Integrity for the Elkhart River.

8. Waterford Elementary

~70 Students – Oct 8 – Waterford Elementary School

The Elkhart Aquatic Biology program provided presentations to 3, 3rd Grade Classes at Waterford Elementary. The students visited with the Elkhart Aquatic Biology to learn about fish species and the health of the river. This was done with a complimentary activity from the Goshen Stormwater Program. Prior to the event, the Aquatic Biology Program collected fish from the Elkhart River and transported them in live wells to Waterford Elementary.

9. Goshen Intermediate School

~50 students – Oct 15 – Goshen Intermediate School

On October 15, the Aquatic Biology Program visited high ability students at the Goshen Intermediate School with live fish from the Elkhart River. Students were provided with a presentation on fish species and what they tell us about the health of the Elkhart River. While the typical focus of the Aquatic Biology Presentation is on species characteristics and pollution influences, the presentation was tuned to the classes' curriculum and dealt with issues related to ecosystem function and food web characteristics. Much of the presentation and student engagement was led by students' questions.

10. Goshen Montessori

~5 Students – Oct 15 – Goshen Montessori School

On October 15, the Aquatic Biology Program visited the Goshen Montessori school and showed some fish "Primary" students. While the young children unlikely retained much information, the meeting was engaging and a good introduction for young children to fish.