



CITY OF GOSHEN BOARD OF PUBLIC WORKS & SAFETY
MINUTES OF THE AUGUST 13, 2026 MEETING
Convened in the Goshen Police Building, 111 East Jefferson St., Goshen, Indiana

Present: Mayor Gina Leichty, Mike Landis, Mary Nichols, Orv Myers 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 August 6, 2026 meeting 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 with the addition of five "walk-in" agenda items: a request from Goshen College and four from the City Legal Department. Board member Nichols made a motion to approve the agenda as amended. Board member Myers seconded the motion. The motion passed 5-0.

1) Goshen College request: Approve the display of a banner above Main Street welcoming Goshen College Students during the week of Aug. 24-31, 2026

Goshen College Director of Orientation, Transition & Retention Adela Hufford asked the Board to approve the display of a banner across Main Street welcoming Goshen College students during the week of Aug. 24-31, 2026. Premiere Signs will be responsible for installing and removing the banner in accordance with City guidelines and approved timelines. A proof of the proposed banner design was provided to Board members.

NOTE: Before the meeting, Clerk-Treasurer Aguirre circulated to the Board a memorandum, dated Aug. 12, 2026, in support of what became added agenda item #1, *Goshen College request: Approve the display of a banner above Main Street welcoming Goshen College Students during the week of Aug. 24-31, 2026* (EXHIBIT #1).

Nichols/Myers made a motion to approve the display of a banner above Main Street welcoming Goshen College Students during the week of Aug. 24-31, 2026. The motion passed 5-0.

2) Bid opportunities: Open sealed proposals for the Oakridge Cemetery Maintenance Building Roofing & Siding Project and refer them to the Legal Department for review

In a memorandum to the Board, Shannon Marks, the Legal Compliance Administrator for the City Legal Department, wrote that the City solicited sealed proposals to be opened by the Board on Aug. 13 for the Oakridge Cemetery Maintenance Building Roofing & Siding Project.

Marks wrote that a sealed proposal could be mailed or delivered to the Board, in care of the Clerk-Treasurer's Office, until 3:45 p.m. of the opening date or between 3:45 p.m. and 4 p.m., to the Council Chambers.

Mayor Leichty asked if there were any additional proposals. She then announced these proposals were received:

- Newbury Square Construction, Shipshewana, IN: \$63,848.51
- Reliable Roofing & Construction, South Bend, IN: \$123,000.00

Nichols/Myers made a motion to forward the proposals to the City Legal Department for review. The motion passed 5-0.



3) NIPSCO request: Approve the closure of College Avenue, from Lincolnway East / US 33 east to Century Drive, over two four-day periods, starting Monday, Aug. 17

On behalf of NIPSCO, City Civil Engineer Brad Minnick presented proposed street closure request for the NIPSCO Distribution Automation (DA) project.

Minnick said. NIPSCO has requested the following closures:

Area 1: 8/24-8/25

Area 4: 9/4-9/7

Area 5: 9/8-9/9

Area 14: 10/9-10/9

Area 15: 10/12-10/12

A NIPSCO representative indicated via email that having lane restrictions instead of a closure along College Ave (Areas 4, 5 & 15), Area 4 is the most concerning since it is a larger steel pole that typically requires their crane to be utilized. This has a wider footprint and would encroach on the open lane. However, Minnick said City staff would work with NIPSCO to minimize the impact.

Nichols/Myers made a motion to approve NIPSCO's requested street closures as presented, including College Avenue, from Lincolnway East to US 33, east of Century Drive, over two four-day periods starting Monday, Aug. 17. The motion passed 5-0.

4) Legal Department request: Authorize the Mayor to execute the Deed of Dedication for public right-of-way at 65753 State Road 15, Goshen and adopt Resolution 2026-16 transferring 65753 State Road 15 to the Goshen Redevelopment Commission for purposes of disposal, and authorize the Mayor to execute the transfer deed

Assistant City Attorney Don Shuler recommended that the Board authorize the execution and acceptance of the Deed of Dedication for 20 feet of right-of-way at 65753 State Road 15, Goshen.

Shuler said the purpose of the Deed of Dedication is to secure the right-of-way in case of any further expansion of State Road 15. This dedication is companion to the Deed of Dedication by the Goshen Redevelopment Commission for the adjacent property at 65735 State Road 15, to be accepted by the Board.

Shuler further recommended the Board adopt Resolution 2026-16 transferring 65753 State Road 15, less the dedicated right-of-way, to the Goshen Redevelopment Commission for purposes of disposal. Following the dedication and transfer, the Goshen Redevelopment Commission will issue a Request for Proposals (RFP) for the sale of 65753 State Road 15 along with 65735 State Road 15.

Shuler asked the Board to consider both properties together – the property at 65753 State Road 15 and the adjacent property at 65735 State Road 15, to see if the City can get any takers for them for potential commercial development. Shuler confirmed for Mayor Leichthy that the Redevelopment Commission is prepared to put those properties up for sale once they have the authorization to do so. He said the Redevelopment Commission this week approved a form of RFP to be issued after City Council authorization to dispose of the property.

At the request of Board member Landis clarified the location of the properties. He also said the properties were originally obtained by the City for a road expansion but that never occurred.

Nichols/Myers made a motion to authorize the Mayor to execute the Deed of Dedication for public right-of-way at 65753 State Road 15, Goshen and adopt Resolution 2026-16 transferring 65753 State Road 15 to the Goshen Redevelopment Commission for purposes of disposal, and to authorize the Mayor to execute the transfer deed. The motion passed 5-0.



5) Legal Department request: Accept the Deed of Dedication for public right-of-way from the Goshen Redevelopment Commission, and authorize the Mayor to execute the acceptance

In a request related to the previous agenda item, Assistant City Attorney Don Shuler recommended that the Board accept the attached Deed of Dedication from the Goshen Redevelopment Commission for 20 feet of right-of-way at 65735 State Road 15, Goshen.

Shuler indicated in a memorandum to the Board that following acceptance and recording of the Deed of Dedication, the Goshen Redevelopment Commission will be issuing Request for Proposals for the sale of the Real Estate at 65735 State Road 15 along with 65753 State Road 15. He said the purpose of the Deed of Dedication is to secure the right-of-way in case of any further expansion of State Road 15.

Nichols/Myers made a motion to approve the Deed of Dedication for public right-of-way from the Goshen Redevelopment Commission and authorize the Mayor to execute the acceptance. The motion passed 5-0.

6) Legal Department request: Approve the agreement with the Goshen Chamber of Commerce for \$50,000 to support Economic Development and Tourism for the City of Goshen and authorize Mayor Leichty to execute the agreement

City Attorney Bodie Stegelmann said the City of Goshen has many organizations that provide services or programs to its residents more efficiently than what the City could provide. He said the City has supported certain such organizations with funds in the past and wishes to continue to do so.

Stegelmann said organizations considered for support are subject to an application process, which includes a description of how these funds will be used. Organizations chosen must account for how the funds were used. Stegelmann said the City seeks to enter into an agreement with Goshen Chamber of Commerce for \$50,000 to support Economic Development and Tourism for the City of Goshen.

Nichols/Myers made a motion to approve the agreement with Goshen Chamber of Commerce for \$50,000 to support Economic Development and Tourism for the City of Goshen and authorize Mayor Leichty to execute the agreement. The motion passed 5-0.

7) Legal Department request: Approve and authorize Mayor Leichty to execute the agreement with Goshen Floor Mart for the installation of carpet in the Goshen Utilities Billing Office, 203 South 5th Street

City Attorney Bodie Stegelmann recommended that the Board approve and authorize Mayor Leichty to execute the agreement with Goshen Floor Mart for the installation of carpet in the Goshen Utilities Billing Office, located at 203 South 5th Street. He said the total cost for the carpet installation will be \$7,919.03.

Nichols/Myers made a motion to approve and authorize Mayor Leichty to execute the agreement with Goshen Floor Mart for the installation of carpet in the Goshen Utilities Billing Office, located at 203 South 5th Street. The motion passed 5-0.

8) Engineering Department request: Approve Change Order No. 10 in the amount of \$14,168 to include French Drain Installation to alleviate persistent groundwater issues

City Civil Engineer Brad Minnick said a constructability issue is being addressed in Change Order No. 10.

Minnick said the issue detailed in the included exhibit addresses the significant amount of water seeping from the slope of GDC's north parking lot into the new roadway. Continued infiltration of water will result in premature failure of the roadway pavement.



To remedy this, Minnick said Niblock has proposed installation of 154 lineal feet of French Drain to intercept the water and convey it to the adjacent storm structures.

Goshen Engineering requested that the Board approve Change Order No. 10 for \$14,168.00. This change, along with previous changes, increases the value of the contract by 4.97%. The change order was reviewed and approved by the Goshen Redevelopment Commission at its Aug.11, 2026 meeting.

Board member Swartley asked what GDC was. Minnick said it was Goshen Die Cutting.

Nichols/Myers made a motion to approve Change Order No. 10 in the amount of \$14,168 to include French Drain installation to alleviate persistent groundwater issues at the project. The motion passed 5-0.

9) Legal Department request: Approve and authorize Mayor Leichty to execute the agreement with ACM Engineering & Environmental Services for Mold and Radon Testing for nine City Buildings for \$45,300

City Attorney Bodie Stegelmann recommended that the Board approve and authorize Mayor Leichty to execute the agreement with ACM Engineering & Environmental Services to allow the City to enter into an agreement for Mold and Radon Testing for nine City Buildings, which were highlighted in Exhibits A & B attached to the agreement.

The total cost for these services are as follows:

Mold Optical Air Sampling Assessment	Not-to-Exceed \$17,480
Radon Testing	Not-to-Exceed \$27,820
Total for Both	Total \$45,300

Testing will be conducted as follows:

- City Hall - 202 South 5th Street: 10 total air samples
- Utility Billing Office - 203 South 5th Street: 10 total air samples
- Police Courts Building - 111 East Jefferson Street: 17 total air samples
- Annex Building - 204 East Jefferson Street: 11 total air samples
- Water Sewer Building - 308 North 5th Street: 7 total air samples
- Fire Station #4 - 1728 Reliance Road: 4 total air samples
- Parks, Buildings, and Grounds Offices - 524 East Jackson Street: 5 total air samples
- Fire Station #3 - 1203 College Avenue: 5 total air samples
- Airport - 17229 County Road 42: 7 total air samples

Board member Swartley said that \$45,000 seemed like a lot of money for radon testing. City Superintendent of Parks & Recreation Tanya Heyde responded, "I worked recently with this company for some environmental services at the pool facility as well and given the number of buildings that we're doing, it does seem like a fair price."

NOTE: Before the meeting, City Paralegal Christina M. Bonham circulated to the Board a one-page memorandum, dated Aug. 13, 2026, an eight-page agreement and nine pages of exhibits, in support of what became added agenda item #9, *Legal Department request: Approve and authorize Mayor Leichty to execute the agreement with ACM Engineering & Environmental Services for Mold and Radon Testing for nine City Buildings for \$45,300 (EXHIBIT #2).*

Nichols/Myers made a motion to approve and authorize Mayor Leichty to execute the agreement with ACM Engineering & Environmental Services for Mold and Radon Testing for nine (9) City Buildings. The motion passed 5-0.

10) Legal Department request: Approve and authorize Mayor Leichty to execute the agreement with Abonmarche Consultant's, Inc. for the Conceptual Site Plan for Hay Park Skate Park for \$3,900



City Attorney Bodie Stegelmann recommended that the Board approve and authorize Mayor Leichty to execute the agreement with Abonmarche Consultant's, Inc. to allow the City to enter into an agreement for the Conceptual Site Plan for Hay Park Skate Park. Stegelmann said the total cost for this service will be \$3,900.

Mayor Leichty asked City Superintendent of Parks & Recreation Tanya Heyde to address why the City has decided to move the skate park away from Rogers Park to Hay Park and how amazing it will be.

"It's going to be amazing," Heyde responded. "We are happy to look at Hay Park for a possible location for the skate park relocating it out and away from Rogers Park and out of the floodway, where over the years we have realized some substantial damage done to the space or the equipment in its current location.

"So, we're looking at Hay Park. It may look a little different than what we realize now, but we have worked with some outside agencies on some planning efforts and as long as Abonmarche takes a look and thinks that the park will work, we would love to be located there. It's connected, via the trail system, and it's fairly centrally located as well for some schools and walkers and bike riders."

NOTE: Before the meeting, City Paralegal Christina M. Bonham circulated to the Board a one-page memorandum, dated Aug. 13, 2026, an eight-page agreement and three pages of exhibits, in support of what became added agenda item #10, *Legal Department request: Approve and authorize Mayor Leichty to execute the agreement with Abonmarche Consultant's, Inc. for the Conceptual Site Plan for Hay Park Skate Park for \$3,900 (EXHIBIT #3).*

Nichols/Myers made a motion to approve and authorize Mayor Leichty to execute the agreement with Abonmarche Consultants, Inc. for the Conceptual Site Plan for Hay Park Skate Park. The motion passed 5-0.

11) Legal Department request: Approve and authorize Mayor Leichty to execute the agreement with Abonmarche Consultant's, Inc. for the Roger's Park Master Plan for \$43,900

City Attorney Bodie Stegelmann recommended that the Board approve and authorize Mayor Leichty to execute the agreement with Abonmarche Consultant's, Inc. to allow the City to enter into an agreement for the Roger's Park Master Plan.

The total cost for this service will be as follows:

Task #1: Master Planning Process	Lump Sum of \$27,500
Task #2: Public Engagement & Agency Coordination	Lump Sum of \$7,500
Task #3: Survey/Base Mapping	Lump Sum of \$8,900
TOTAL:.....	\$43,900

Mayor Leichty asked City Superintendent of Parks & Recreation Tanya Heyde to talk about the plan.

Heyde said "With the relocation of the skate park ... as well as looking at the aging facilities that we have there, the restroom building as well as the pavilion, we are looking at what we can do with that space. We know we're very limited with it being located in a floodway, and we also want to be good stewards. So, we are working on a master plan with not only City staff and Park staff, but also the public to see what, others would enjoy there."

NOTE: Before the meeting, City Paralegal Christina M. Bonham circulated to the Board a one-page memorandum, dated Aug. 13, 2026, an eight-page agreement and five pages of exhibits, in support of what became added agenda item #11, *Legal Department request: Approve and authorize Mayor Leichty to execute the agreement with Abonmarche Consultant's, Inc. for the Roger's Park Master Plan for \$43,900 (EXHIBIT #4).*

Nichols/Myers made a motion to approve and authorize Mayor Leichty to execute the agreement with Abonmarche Consultants, Inc. for the Roger's Park Master Plan. The motion passed 5-0.



12) Legal Department request: Award the quote for the purchase of a 2026 or Newer Cab & Chassis to Eby Ford Sales, Inc. as the lowest responsible and responsive bidder and approve and authorize the Mayor to execute the agreement with Eby Ford for the purchase

City Attorney Bodie Stegelmann said the City solicited requests for quotes for the purchase of a 2026 or newer Cab and chassis. Below is a summary of the quotes submitted:

1. Eby Ford Sales, Inc., 2714 Elkhart Rd., Goshen / \$57,414.40
2. Jordan Automotive, 609 E. Jefferson Blvd., Mishawaka, / \$57,505.00

Stegelmann recommended that Eby Ford Sales, Inc., be awarded the purchase agreement as the lowest responsive and responsible bidder with a total cost of \$57,414.40. He further recommended that the Board approve and authorize Mayor Leichty to execute the agreement for the purchase of a 2026 or Newer Cab & Chassis for a total cost of \$57,414.40.

NOTE: Before the meeting, City Paralegal Christina M. Bonham circulated to the Board a one-page memorandum, dated Aug. 13, 2026, a six-page agreement, in support of what became added agenda item #12, *Legal Department request: Award the quote for the purchase of a 2026 or Newer Cab & Chassis to Eby Ford Sales, Inc. as the lowest responsible and responsive bidder and approve and authorize the Mayor to execute the agreement with Eby Ford for the purchase (EXHIBIT #5).*

Nichols/Myers made a motion to award the quote for the purchase of a 2026 or Newer Cab & Chassis to Eby Ford Sales, Inc. as the lowest responsible and responsive bidder and approve and authorize the Mayor to execute the agreement with Eby Ford for the purchase. 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 4:23 p.m. There were no comments.

APPROVAL OF CIVIL CITY AND UTILITY CLAIMS

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

ADJOURNMENT

Mayor Leichty adjourned the meeting at 4:24 p.m.

EXHIBIT #1: Before the meeting, Clerk-Treasurer Aguirre circulated to the Board a memorandum, dated Aug. 12, 2026, in support of what became added agenda item #1, *Goshen College request: Approve the display of a banner above Main Street welcoming Goshen College Students during the week of Aug. 24-31, 2026.*

EXHIBIT #2: Before the meeting, City Paralegal Christina M. Bonham circulated to the Board a one-page memorandum, dated Aug. 13, 2026, an eight-page agreement and nine pages of exhibits, in support of what became added agenda item #9, *Legal Department request: Approve and authorize Mayor Leichty to execute the agreement with ACM Engineering & Environmental Services for Mold and Radon Testing for nine City Buildings for \$45,300.*

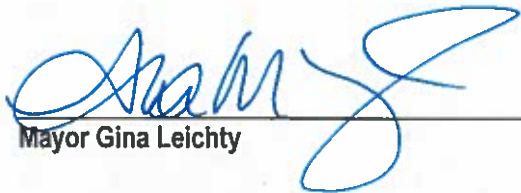


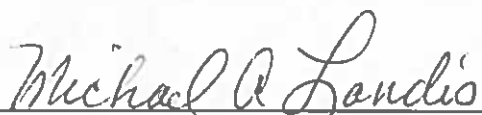
EXHIBIT #3: Before the meeting, City Paralegal Christina M. Bonham circulated to the Board a one-page memorandum, dated Aug. 13, 2026, an eight-page agreement and three pages of exhibits, in support of what became added agenda item #10, Legal Department request: Approve and authorize Mayor Leichty to execute the agreement with Abonmarche Consultant's, Inc. for the Conceptual Site Plan for Hay Park Skate Park for \$3,900.

EXHIBIT #4: Before the meeting, City Paralegal Christina M. Bonham circulated to the Board a one-page memorandum, dated Aug. 13, 2026, an eight-page agreement and five pages of exhibits, in support of what became added agenda item #11, Legal Department request: Approve and authorize Mayor Leichty to execute the agreement with Abonmarche Consultant's, Inc. for the Roger's Park Master Plan for \$43,900.

EXHIBIT #5: Before the meeting, City Paralegal Christina M. Bonham circulated to the Board a one-page memorandum, dated Aug. 13, 2026, a six-page agreement, in support of what became added agenda item #12, Legal Department request: Award the quote for the purchase of a 2026 or Newer Cab & Chassis to Eby Ford Sales, Inc. as the lowest responsible and responsive bidder and approve and authorize the Mayor to execute the agreement with Eby Ford for the purchase.

APPROVED:



Mayor Gina Leichty

Mike Landis, Member

Orr Myers, Member

Mary Nichols, Member




Barb Swartley, Member

ATTEST:


Richard R. Aguirre, Clerk-Treasurer

Exhibit #1



GINA M. LEICHTY
Mayor of Goshen, Indiana
City Hall • 202 South Fifth Street, Suite 1 • Goshen, IN 46528-3714
mayor@goshencity.com • goshen.in.gov
(574) 533-8621

Date: August 12, 2026

To: Board of Works

From: Mayor's office

Subject: Main Street Banner Request

The Mayor's office, on behalf of Goshen College, is requesting approval to display a banner welcoming Goshen College Students during the week of August 24 to 31, 2026.

Requested Banner Schedule

- August 24 to August 31, 2026
- Welcome Goshen College Students

Premier Signs will be responsible for installing and removing all banners in accordance with city guidelines and approved timelines.

Proof of the proposed banner design is included for Board review and consideration.

3' x 25' DF 18oz Banner w/ Grommets & Reinforced Webbing & Reinforced Corners



WELCOME GOSHEN COLLEGE STUDENTS!





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

August 13, 2026

To: Board of Public Works and Safety

From: Christina M. Bonham, Paralegal

Subject: Agreement with ACM Engineering & Environmental Services for Mold and Radon Testing for Various City Buildings (9 total buildings)

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 Mold and Radon Testing for nine (9) City Buildings, which are highlighted in Exhibits A & B attached to the Agreement.

The total cost for these services are as follows:

Mold Optical Air Sampling Assessment	Not-to-Exceed \$17,480
Radon Testing	Not-to-Exceed <u>\$27,820</u>
Total for Both	Total <u>\$45,300</u>

Suggested Motion:

Approve and authorize Mayor Leichty to execute the attached Agreement with ACM Engineering & Environmental Services for Mold and Radon Testing for nine (9) City Buildings.

AGREEMENT WITH ACM ENGINEERING & ENVIRONMENTAL SERVICES FOR MOLD & RADON TESTING FOR VARIOUS CITY BUILDINGS

THIS AGREEMENT is entered into on _____, 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 Mold Optical Air Sampling Assessment Proposal dated August 6, 2026, and attached to this Agreement as Exhibit A.
 - (2) Contractor's Radon Testing Proposal dated August 6, 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; and
 - (2) Contractor's Proposals listed above.

Section 2. Scope of Services

Contractor shall provide City the services of testing for mold and radon in nine (9) City buildings listed in the attached, which services are more particularly described in Contractor's August 6, 2026, proposals attached as Exhibits A & B (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 Exhibits A & B, 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 practicable after this Agreement has been executed by both parties and parties have arranged for appropriate scheduling.

Section 4. Compensation

City agrees to compensate Contractor as follows for performing all Duties:

Mold Optical Air Sampling Assessment	Not-to-Exceed \$17,480
Radon Testing	Not-to-Exceed <u>\$27,820</u>
Total for Both	Total <u>\$45,300</u>

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 Department
410 West Plymouth
Goshen, IN 46526
Email is also acceptable at tanyaheyde@goshencity.com

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

Section 6. Ownership of Documents

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

Section 7. Licensing/Certification Standards

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

Section 8. Independent Contractor

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

Section 9. Non-Discrimination

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

Section 10. Employment Eligibility Verification

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

Section 11. Contracting with Relatives

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

Section 12. No Investment Activities in Iran

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

Section 13. Indemnification

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

Section 14. Insurance

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

- (A) 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
- (B) This Agreement may be executed in two or more counterparts, each of which shall be taken to be one and the same document, with the same effect as if the parties hereto had signed the same signature page. An electronic copy of any party's signature shall be deemed as legally binding as the original signatures.

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

Gina M. Leichty, Mayor

Date Signed: _____

**ACM Engineering & Environmental
Services ,**

Patrick T. Griffin
Printed: PATRICK T. GRIFFIN
Title: PRESIDENT
Date Signed: 8/11/26

EXHIBIT A



ACM ENGINEERING & ENVIRONMENTAL SERVICES

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

REVISED MOLD OPTICAL AIR SAMPLING ASSESSMENT PROPOSAL

FOR:

**THE CITY OF GOSHEN
PARKS AND RECREATION DEPARTMENT
524 EAST JACKSON STREET
GOSHEN, INDIANA 46526**

LOCATIONS:

9 SEPARATE STRUCTURES

AUGUST 6, 2026

INVESTIGATION

ACM Engineering & Environmental Services (ACM) proposes to conduct a Mold Optical Air Sampling Assessment for The City of Goshen Parks and Recreation Department within nine (9) separate structures located in Goshen, Indiana.

The assessment will begin with a review of the existing building conditions and include a detailed assessment of all accessible areas. These areas include those that can be inspected through hatches, pop-up ceilings, crawlspaces, tunnels, or mechanical system chases.

It will not be initially required to break through any sealed walls, ceilings, floors, or chases in order to perform the assessment. No destructive testing will be performed during the assessment.

The proposed assessment will result in the following:

- The identification and evaluation of the concentrations of indoor airborne mold spores per cubic meter within the sampled locations of the structure.
- The identification and evaluation of suspected mold growth and potential sources of moisture.
- An evaluation of the condition of the mold growth that is identified so that risk evaluation and response actions may be developed.



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1. OPTICAL AIR SAMPLES

Air sampling for mold spore and structure identification and quantification will be performed to determine a baseline level of indoor airborne mold spores. A maximum of sixty-seven (67) air samples will be collected inside of the (9) structures and one (1) outdoor air sample per structure will also be collected for comparison purposes. The seventy-six (76) total air samples will be collected as detailed below:

- **City Hall** - 202 South 5th Street: 10 total air samples
- **Utility Billing Office** - 203 South 5th Street: 10 total air samples
- **Police Courts Building** - 111 East Jefferson Street: 17 total air samples
- **Annex Building** - 204 East Jefferson Street: 11 total air samples
- **Water Sewer Building** - 308 North 5th Street: 7 total air samples
- **Fire Station #4** - 1728 Reliance Road: 4 total air samples
- **Parks, Buildings, and Grounds Offices** - 524 East Jackson Street: 5 total air samples
- **Fire Station #3** - 1203 College Avenue: 5 total air samples
- **Airport** - 17229 County Road 42: 7 total air samples

The air samples will be analyzed by our trained microscopist personnel who have completed the McCrone Research Institute Mold Spore Identification course in Chicago, Illinois. The ACM laboratory is accredited by the American Industrial Hygiene Association (AIHA) through its Environmental Microbiology Laboratory Accreditation Program (EMLAP) to perform Zefon Air-O-Cell fungal direct analysis. ACM will only conduct any additional optical air sampling on a per unit basis at the request of the client.

2. VISUAL ASSESSMENT

A limited visual evaluation will be conducted within the structures to identify the presence of visible water related staining, water related damage, suspect mold growth, and other conditions that are pertinent to the scope of the inspection.

3. RELATIVE HUMIDITY AND TEMPERATURE MONITORING

Relative humidity and temperature monitoring will be performed within the air-sampled locations of the structures to determine if those levels are within the threshold limits to promote the development and sustenance of mold growth.



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4. PHOTOGRAPHIC DOCUMENTATION

Photographs will be taken at the request of the client and included in the generated survey report that documents any visible mold growth and affected building materials in the assessment site.

5. SURVEY REPORT

A survey report will be generated identifying each building material or content that contains water related staining, water related damage, or suspect mold growth. The survey report will note the material type, location(s), condition, and whether mold growth was positively identified. In addition, each sample location will include an assessment sheet noting sample sites and laboratory analysis. This will assist in the development of the risk assessment, any response actions needed to be undertaken, and identify any pre-existing conditions relative to the presence of mold growth.

6. RISK ASSESSMENT

A risk assessment will be developed for all locations and materials which are identified to have suspect mold growth. This risk assessment will utilize existing guidelines for personal health and hygiene.

7. POST REMEDIATION ASSESSMENT

If mold remediation activities are enacted within any of the structures and after they have concluded on-site, ACM recommends and provides post remediation assessment services. This includes:

- Perform relative humidity monitoring within the mold remediation work area to ensure an environment which promotes mold growth does not exist.
- Visually review the entire mold remediation work area to ensure no visible mold growth is present and that the work outlined in the mold remediation protocol has been followed thoroughly and to completion.
- Perform optical air sampling to verify elevated levels of airborne mold spores do not exist within the mold remediation work area.

Once all post remediation criteria have been achieved, a Post Remediation Passed Re-Occupancy Certification is issued to the client. The pricing listed below does not include the costs to perform a Post Remediation Assessment at the subject site. The costs associated with any services provided by ACM to complete a Post Remediation Assessment survey may be determined at the conclusion of the initial Mold Optical Air Sampling Assessment.



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8. SURVEY SCHEDULE

On-site activities for the Mold Optical Air Sampling Assessment will take approximately two (2) days. The final report and any air quality certifications will follow after all data analysis has been received, completed, and analyzed.

9. FEE FOR THESE SERVICES

The total professional fees are as follows:

- The fee to perform the assessments outlined in this document that will include the collection of seventy-six (76) optical air samples will be a cost not to exceed of Seventeen Thousand Four Hundred Eighty dollars (\$17,480.00).

Additional sampling or technical time required to complete the proposed Optical Air Sampling or Post Remediation Assessments will only be conducted at the request of the client and billed on a per unit basis.

EXHIBIT B



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

REVISED RADON TESTING PROPOSAL

FOR:

**THE CITY OF GOSHEN
THE PARKS AND RECREATION DEPARTMENT
524 EAST JACKSON STREET
GOSHEN, INDIANA 46526**

LOCATION:

NINE SEPARATE STRUCTURES

AUGUST 6, 2026

INVESTIGATION

ACM Engineering & Environmental Services (ACM) will conduct radon testing for the Parks and Recreation Department of the City of Goshen. This proposal has been generated for the performance of radon testing which will be in nine (9) separate structures located at nine (9) different addresses.

No destructive testing will be performed during the radon testing process.

The proposed radon testing will result in the identification of current radon concentration levels within the tested structures.

1. RADON TESTING

ACM will provide all labor, materials, sampling canisters, and services to perform radon testing to determine radon levels within the tested structures.

ACM will provide a State of Indiana licensed primary radon tester who will review all existing reports, findings, and statements pertinent to this radon testing.



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TAMPA, FLORIDA • FORT LAUDERDALE, FLORIDA**

2. RADON TESTING REPORT

A radon testing report will be generated for the tested structures that details the project background, data analysis of the laboratory analytical results, and any recommended response actions that may need to be undertaken.

3. RADON SAMPLING QUANTIFICATION

ACM will conduct radon testing in the tested structures as follows:

202 South Fifth Street, Goshen, Indiana 46528

ITEM	CANISTER QUANTITY (EACH)
1. Room/area samples	6
2. Duplicate samples	0
3. Blank samples	1
Total building samples	7

203 South Fifth Street, Goshen, Indiana 46528

ITEM	CANISTER QUANTITY (EACH)
1. Room/area samples	5
2. Duplicate samples	0
3. Blank samples	1
Total building samples	6

111 East Jefferson Street, Goshen, Indiana 46528

ITEM	CANISTER QUANTITY (EACH)
1. Room/area samples	24
2. Duplicate samples	2
3. Blank samples	1
Total building samples	27



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204 East Jefferson Street, Goshen, Indiana 46528

ITEM	CANISTER QUANTITY (EACH)
1. Room/area samples	27
2. Duplicate samples	2
3. Blank samples	1
Total building samples	30

308 North Fifth Street, Goshen, Indiana 46528

ITEM	CANISTER QUANTITY (EACH)
1. Room/area samples	11
2. Duplicate samples	1
3. Blank samples	1
Total building samples	13

1728 Reliance Road, Goshen, Indiana 46526

ITEM	CANISTER QUANTITY (EACH)
1. Room/area samples	5
2. Duplicate samples	0
3. Blank samples	1
Total building samples	6

524 East Jackson Street, Goshen, Indiana 46526

ITEM	CANISTER QUANTITY (EACH)
1. Room/area samples	9
2. Duplicate samples	0
3. Blank samples	1
Total building samples	10

1203 College Avenue, Goshen, Indiana 46526

ITEM	CANISTER QUANTITY (EACH)
1. Room/area samples	11
2. Duplicate samples	1
3. Blank samples	1
Total building samples	13



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17229 County Road 42, Goshen, Indiana 46526

ITEM	CANISTER QUANTITY (EACH)
1. Room/area samples	16
2. Duplicate samples	1
3. Blank samples	1
Total building samples	18

4. RADON ANALYSIS LABORATORY

Radon sampling canisters will be analyzed by AccuStar Labs located in Haverhill, Massachusetts. AccuStar Labs is approved for radon canister analysis by the National Radon Proficiency Program (NRPP), is accredited by the National Environmental Laboratory Accreditation Program (NELAP), and maintains a Radon Laboratory License issued by the Indiana State Department of Health.

5. RADON RISK ASSESSMENT

As a result of the radon testing, ACM will assemble and document information on the relative degree of risk resulting from the radon exposure concentrations.

6. RADON TEST AUTHORIZATION AND NON-INTERFERENCE AGREEMENT

The radon test authorization and non – interference agreement must be signed by the building owner, or their authorized representative, prior to the start of the radon sampling.

7. RADON TESTING PROCEDURE

The testing procedure will utilize the following methods to comply with Federal and State regulations:

- a. One radon sample canister will be placed in each room or area of the structure based on the industry-accepted standards and protocols
- b. The sampling canisters will be placed in each room or area at a height of at least two (2) feet to four (4) feet above the floor.



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ACM ENGINEERING & ENVIRONMENTAL SERVICES RADON TESTING

Radon Test Authorization and Non-Interference Agreement

Radon sampling canisters will be used to perform radon testing in the structure. These canisters are approved by the USEPA for obtaining radon concentration levels within a building. The minimum time period shall be 48 hours or more.

The following conditions must of the met for the radon testing to be considered valid:

1. The closed-building conditions, described herein, must be maintained for 12 hours prior to beginning of radon testing.
2. All windows must remain closed.
3. All exterior doors must remain closed except for normal entrance or exit.
4. HVAC (heating and cooling) systems should operate normally in the range of 72 degrees F, plus or minus 5 degrees (67-77 degrees F).
5. Whole house fans and windows fans shall not be operated for the duration of the test.
6. Window air-conditioning units may only be used in recirculating mode.
7. Fireplaces or wood stoves shall not be operated unless they are the primary source of heat for the property.
8. The operation of dryers, range hoods, bathroom fans, and other mechanical systems that draw air out of the building may adversely affect your measurement results and should be used minimally.

Authorization

- ☐ As the owner and controlling party of the property, I understand and agree to maintain the above conditions to obtain a valid radon concentration level.
- ☐ As the representative of the owner, seller, agent or other interested party of the property indicated below, I agree to inform the occupants and controlling party of the property of the requirements stated above.

Responsible Party Signature

Title

Date

Radon Licensee (Print)

Signature

Date

202 South Fifth Street, Goshen, Indiana 46528, 203 South Fifth Street, Goshen, Indiana 46528

111 East Jefferson Street, Goshen, Indiana 46528, 204 East Jefferson Street, Goshen, Indiana 46528

308 North Fifth Street, Goshen, Indiana 46528, 1728 Reliance Road, Goshen, Indiana 46526

524 East Jackson Street, Goshen, Indiana 46526, 1203 College Avenue, Goshen, Indiana 46526

17729 County Road 42, Goshen, Indiana 46526

Addresses of Property Tested Under this Authorization and Non-Interference Agreement

Exhibit #3



CITY OF GOSHEN LEGAL DEPARTMENT

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

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

August 13, 2026

To: Board of Public Works and Safety

From: Christina M. Bonham, Paralegal

Subject: Agreement with Abonmarche Consultant's, Inc. for the Conceptual Site Plan for Hay Park Skate Park

It is recommended that the Board approve and authorize Mayor Leichty to execute the attached Agreement with Abonmarche Consultant's, Inc. to allow the City to enter into an Agreement for the Conceptual Site Plan for Hay Park Skate Park.

The total cost for this service will be Three Thousand Nine Hundred Dollars (\$3,900).

Suggested Motion:

Approve and authorize Mayor Leichty to execute the attached Agreement with Abonmarche Consultant's, Inc. for the Conceptual Site Plan for Hay Park Skate Park.

AGREEMENT WITH ABONMARCHE CONSULTANTS, INC. FOR CONCEPTUAL SITE PLAN FOR HAY PARK SKATE 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 **Abonmarche Consultants, Inc.** ("Contractor"), whose mailing address is 303 River Race Drive, Unit 206, Goshen, IN 46526, 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 July 24, 2026, and attached to this Agreement as Exhibit A.
- (B) Any inconsistency or ambiguity in this Contract shall be resolved by giving precedence in the following order:
 - (1) This Agreement, and Amendments; and
 - (2) Contractor's Proposal.

Section 2. Scope of Services

Contractor shall provide City the services for the conceptual site plan for a new skate park, which services are more particularly described in Contractor's July 24, 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 practicable after receiving fully executed Agreement and Parks Department's notice to proceed.

Section 4. Compensation

City agrees to compensate Contractor the sum of Three Thousand Nine Hundred Dollars (\$3,900) for performing all Duties.

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 Department
410 W. Plymouth Ave.
Goshen, IN 46526
Email is also acceptable at tanyaheyde@goshencity.com

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

Section 6. Ownership of Documents

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

Section 7. Licensing/Certification Standards

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

Section 8. Independent Contractor

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

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

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

Section 9. Non-Discrimination

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

Section 10. Employment Eligibility Verification

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

Section 11. Contracting with Relatives

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

Section 12. No Investment Activities in Iran

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

Section 13. Indemnification

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

Section 14. Insurance

- (A) Prior to commencing work, the Contractor shall furnish City a certificate of insurance in accordance with the following minimum requirements, shall maintain the insurance in full force and effect, and shall keep on deposit at all times during the term of the contract with City the certificates of proof issued by the insurance carrier that such insurance is in full force and effect.
- (B) Each certificate shall require that written notice be given to the City at least thirty (30) days prior to the cancellation or a material change in the policy.
- (C) Contractor shall at least include the following types of insurance with the following minimum limits of liability:
 - (1) Workers Compensation and Employer's Liability - Statutory Limits
 - (2) General Liability - Combined Bodily Injury and Property Damage, \$1,000,000 each occurrence and \$2,000,000 aggregate. The City of Goshen is to be named as an additional insured.
 - (3) 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: Abonmarche Consultants, Inc.
Attention: Brad Mosness
303 River Race Dr., Unit 206
Goshen, IN 46526

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; Counterparts and Electronic Signatures.

- (A) 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
- (B) This Agreement may be executed in two or more counterparts, each of which shall be taken to be one and the same document, with the same effect as if the parties hereto had signed the same signature page. An electronic copy of any party's signature shall be deemed as legally binding as the original signatures.

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

Gina M. Leichty, Mayor

Date Signed: _____

ABONMARCHE CONSULTANTS, INC.

Bradley E. Mosness

Printed: Bradley E. Mosness

Title: Vice President

Date Signed: 08-11-2026

EXHIBIT A

Tanya Heide, City of Goshen Parks & Recreation Department
Hay Park Skate Park
1414 W Plymouth Ave, Goshen, IN
July 24, 2026
Page 2 of 4

PROJECT UNDERSTANDING

The proposed project includes developing a conceptual site plan for a new skate park on parcel 20-11-17-406-001.000-015 owned by The City of Goshen, as well as the following:

- The overall parcel has a total area of 3 acres, but the skate park would occupy the linear open lawn space north of the existing Kerry's Kids Playground.
- Abonmarche will utilize aerial imagery and/or readily available GIS information as existing conditions project bases, so a topographic survey of the site is not needed for the conceptual planning purposes at this time. If the project advances beyond the conceptual planning phase, a complete topographic survey of the site will be needed, and Abonmarche will provide a scope and fee for this service at that time.
- The conceptual site plan will evaluate the feasibility of the site to accommodate a skate park in the area noted above. The plan will indicate potential limits of skate park pad paving, potential types of skate park equipment, parking locations, and pedestrian circulation routes.
- Should the Parks & Recreation Department want to advance the conceptual plan into final construction documents, it is recommended to schedule a Pre-Development Meeting with City Staff to discuss the proposed conceptual site plan, zoning requirements, stormwater drainage, etc. before proceeding to advance the plan.
- After the meeting with City Staff, Abonmarche will provide a separate proposal with scope and fee to prepare design development and construction documents for the skate park.



SCOPE & FEES FOR SERVICES

Abonmarche will receive as payment for the work performed under this contract the total lump sum amount for each task listed below. If services are not completed within one (1) year, Abonmarche reserves the right to adjust the cost of all uncompleted items to reflect cost-of-living increases.

Please note the below costs do not include filing, permitting, and advertising fees. These fees shall be paid separately by the client or invoiced as a reimbursable expense.

Task #1	Conceptual Skate Park Plan	\$ 3,900
TOTAL		\$ 3,900

Future Tasks Offered by Abonmarche to Advance Project

- Topographic Survey
- Stormwater Evaluation
- Site Construction Plans
- City Permitting Process
- Bid Process
- Construction Phase Services



ANTICIPATED SCHEDULE

This schedule is based on when tasks are completed or when documents are initially submitted to review agencies. Final approval dates cannot be controlled or guaranteed by Abonmarche. If a signed authorization to proceed is received by July 31, 2026, we anticipate proceeding according to the following schedule:

	Task	Commence	Submittal or Completion	Anticipated Approval
Task #1	Conceptual Skate Park Plan	August 3	August 28	
	Meet with Client	Anticipate Week of August 31		

Please note that if significant governmental approvals are either not received as anticipated, or are delayed, the above completion schedule will be similarly affected.

INFORMATION OR SERVICES FURNISHED BY CLIENT

- Legal Services for the Project and Current Title Policy (if available)
- All associated fees to be paid separately by the Client

ADDITIONAL SERVICES

The following services may be available at an additional cost. No additional services will begin without prior authorization from the Client.

- ALTA/NSPS Land Title Survey
- Topographic Survey
- Geotechnical Investigation
- Zoning / Special Use Process
- Construction Documents
- Bid Process
- Site Construction Plans
- Construction Administration
- Landscape Architecture
- Architectural Design
- Record Drawings
- MEP Design
- Structural Engineering
- Sign Design
- Permitting
- Illustrative / 3D Renderings



Exhibit #4



CITY OF GOSHEN LEGAL DEPARTMENT

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

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

August 13, 2026

To: Board of Public Works and Safety

From: Christina M. Bonham, Paralegal

Subject: Agreement with Abonmarche Consultant's, Inc. for the Roger's Park Master Plan

It is recommended that the Board approve and authorize Mayor Leichty to execute the attached Agreement with Abonmarche Consultant's, Inc. to allow the City to enter into an Agreement for the Roger's Park Master Plan.

The total cost for this service will be as follows:

Task #1: Master Planning Process	Lump Sum of \$27,500
Task #2: Public Engagement & Agency Coordination	Lump Sum of \$7,500
Task #3: Survey/Base Mapping	Lump Sum of <u>\$8,900</u>
TOTAL:	<u>\$43,900</u>

Suggested Motion:

Approve and authorize Mayor Leichty to execute the attached Agreement with Abonmarche Consultant's, Inc. for the Roger's Park Master Plan.

AGREEMENT WITH ABONMARCHÉ CONSULTANTS, INC. FOR ROGER'S PARK MASTER PLAN

THIS AGREEMENT is entered into on _____, 2026, which is the date of the last signature set forth on the signature page, by and between **Abonmarché Consultants, Inc.** ("Contractor"), whose mailing address is 303 River Race Drive, Unit 206, Goshen, IN 46526, 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 July 9, 2026, and attached to this Agreement as Exhibit A.
- (B) Any inconsistency or ambiguity in this Contract shall be resolved by giving precedence in the following order:
 - (1) This Agreement, and Amendments; and
 - (2) Contractor's Proposal.

Section 2. Scope of Services

Contractor shall provide City the services for the Roger's Park Master Plan, which services are more particularly described in Contractor's July 9, 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) Contract 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 practicable after receiving the fully executed Agreement and Parks Department's notice to proceed.

Section 4. Compensation

City agrees to compensate Contractor as follows for performing all Duties:

Task #1: Master Planning Process.....	Lump Sum of \$27,500
Task #2: Public Engagement & Agency Coordination	Lump Sum of \$7,500
Task #3: Survey/Base Mapping.....	Lump Sum of \$8,900
TOTAL:	<u>\$43,900</u>

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 Department
410 W. Plymouth Ave.
Goshen, IN 46526
Email is also acceptable at tanyaheyde@goshencity.com

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

Section 6. Ownership of Documents

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

Section 7. Licensing/Certification Standards

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

Section 8. Independent Contractor

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

Section 9. Non-Discrimination

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

Section 10. Employment Eligibility Verification

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

Section 11. Contracting with Relatives

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

Section 12. No Investment Activities in Iran

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

Section 13. Indemnification

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

Section 14. Insurance

- (A) Prior to commencing work, the Contractor shall furnish City a certificate of insurance in accordance with the following minimum requirements, shall maintain the insurance in full force and effect, and shall keep on deposit at all times during the term of the contract with City the certificates of proof issued by the insurance carrier that such insurance is in full force and effect.
- (B) Each certificate shall require that written notice be given to the City at least thirty (30) days prior to the cancellation or a material change in the policy.
- (C) Contractor shall at least include the following types of insurance with the following minimum limits of liability:
 - (1) Workers Compensation and Employer's Liability - Statutory Limits
 - (2) General Liability - Combined Bodily Injury and Property Damage, \$1,000,000 each occurrence and \$2,000,000 aggregate. The City of Goshen is to be named as an additional insured.
 - (3) 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.
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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
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Attention: Brad Mosness
303 River Race Dr., Unit 206
Goshen, IN 46526

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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.

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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.

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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; Counterparts and Electronic Signatures.

- (A) 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
- (B) This Agreement may be executed in two or more counterparts, each of which shall be taken to be one and the same document, with the same effect as if the parties hereto had signed the same signature page. An electronic copy of any party's signature shall be deemed as legally binding as the original signatures.

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

Gina M. Leichty, Mayor

Date Signed: _____

Abonmarche Consultants, Inc.

Bradley E. Mosness

Printed: Bradley E. Mosness

Title: Vice President

Date Signed: 08-11-2026

EXHIBIT A

Tanya Heyde, Superintendent
City of Goshen Parks & Recreation Department
Roger's Park Master Plan
City of Goshen, Indiana
Revised July 9, 2026
Page 2 of 6

PROJECT UNDERSTANDING

The proposed project includes working with Parks Staff on a Master Planning Process for Rogers Park. The park is about 12.7 acres and is located adjacent to the Elkhart River and Pike Street, Chicago Avenue, and Lincoln Avenue. The Master Plan shall provide a conceptual design developed through a series of meetings with Parks Staff and stakeholders, along with community input gathered through the facilitation of a public engagement process.

SCOPE OF SERVICES

We have tailored our scope of services per our discussions with you and our current understanding of the project. A brief listing of services we expect to deliver are listed below.

Task #1: Master Planning Process

Site Assessment

This task involves evaluating the existing conditions of the project site and locations of the various park features and amenities by aerial imagery and site visits. The evaluation will also include the known flooding concerns, and reviewing the current building materials and the impact of continual flooding on those materials and structures.

Preliminary Master Plan & Visioning Session

This task includes scheduling a project kick-off meeting and visioning session with Parks Staff, and if desired a small stakeholder group as identified by the Parks Department (Advisory Team), to gather input on the project scope and scale.

After the initial meeting with Park Staff, our design team will develop 2-3 preliminary concept design options. The concepts will be based on the aerial imagery, County GIS, and onsite assessment and feedback received from the project Advisory Team. The concept designs will be presented to the Advisory Team for preliminary feedback prior to any public engagement activities. Based on the feedback from the Advisory Team, we will prepare presentation graphics in advance of public engagement. The master plan visioning process will evaluate and provide recommendations for the following:

- Access & Parking
- Plaza & Pavilion
- Water Access & Boat Launch
- Trails & Connectivity
- Sports & Recreation

Anticipated Deliverables:

- 2-3 preliminary concept design options
 - Including graphics developed from Park Staff and Advisory Team input sessions
 - Graphics will be produced at presentation scale for public engagement



Final Master Plan

After the public input process (see Task #2 below), Abonmarche will convene a meeting with Parks staff and the Advisory Committee to interpret and confirm the final master plan concept. Abonmarche will also develop a list of construction activities needed for each element, figure estimated quantities of materials, and determine unit prices for preparation a conceptual opinion of probable construction costs for the various improvements. The conceptual cost opinion process includes working with your office to determine the appropriate phasing for the overall master plan. An overall phasing map shall be prepared to accompany and support the cost opinions

With your approval and direction, this plan will then be presented to the public at an open house forum or other appropriate public venue. The goal of the open house is to allow for the public to review, make comments, and provide feedback. We will review the feedback from the public with your office before making any final adjustments and changes to finalize the plan.

Anticipated Deliverables:

- Final Master Plan graphic
- Conceptual Cost Opinion, categorized per phase
- Overall Phasing Map

Final Plan Presentation

Abonmarche will organize and present the final master plan to the Parks Department and Board at either a regular or special meeting. We can prepare large, formatted graphics to help illustrate the plan recommendations to facilitate review by Parks Staff, Board Members, and the public. The plan can also be presented to the City Council if requested.

Task #2: Public Engagement and Agency Coordination

Public Engagement

This task involves working with City Parks Staff to develop a public engagement process. Our team has experience working in a variety of ways to gather public input. We will work with Parks Staff to ensure an appropriate level of public engagement while being mindful of continued public health concerns. The public engagement process could include a variety of techniques and formats depending on the Parks preferences and may include but not limited to:

- Traditional Public Open House
- Zoom meeting(s)
- Public Survey via Survey Monkey
- Other

Regulatory Agency Coordination

This task involves meeting with applicable departments from the City of Goshen and the Indiana Department of Natural Resources to discuss the proposed improvements in the Park Master Plan and gather their input on required agency review and permitting processes.

Task #3: Survey / Base Mapping

As noted in the Task #1 description above, we anticipate completing the Master Planning Process using readily available web-based information. However, should feedback received from any stakeholder reviews require utilizing a boundary / topographic survey prepared by a licensed surveyor to advance approvals, we have included preparation of survey information as an optional task you can elect if needed. This task involves performing a field survey of the remaining Roger's Park not surveyed for the skate park improvements to locate the existing streets, gather existing features and extents of the playground and baseball field, existing pavilion, visible utilities, elevations, and the published flood elevation for use in the master planning and design of future improvements. Prior to starting the survey, utility locates shall be requested through INDIANA 811.



FEES FOR SERVICES

ABONMARCHE shall receive as payment for the work performed under this contract the total lump sum amount for each task listed below, and hourly rates where specified. All services below are firm for 90 days. If not completed within one year, Abonmarche reserves the right to adjust all uncompleted items for cost of living increase.

Please note the below costs do not include any filing, permitting, and advertising fees. These fees shall be paid separately by the client and included on our invoice as a reimbursable.

Base Services

Task #1	Roger's Park Master Planning Process	\$ 27,500
Task #2	Public Engagement and Agency Coordination	\$ 7,500
Task #3	Survey / Base Mapping.....	\$ 8,900
TOTAL:		\$ 43,900

NOTE:

Please note that any special requirements, imposed upon this project by a reviewing governmental entity or the client, that are necessary to proceed with the project and are beyond the scope identified in this proposal, will be considered as additional services. We will contact you for authorization prior to commencing with said services.



ANTICIPATED SCHEDULE

If a signed authorization to proceed is received by **July 17, 2026** we anticipate proceeding according to the following schedule.

	Commencement	Submittal or Completion
Master Plan Process		
Site Assessment	July 27	August 21
Preliminary Master Plan	August 24	September 18
Public Engagement	Week of September 21 / September 28	
Draft Master Plan		October
Agency Coordination	November	
Final Master Plan		December
Survey / Base Mapping	Concurrent with Master Plan Process	

NOTE:

Please note that if significant governmental approvals are either not received as anticipated, or are delayed, the above completion schedule will be similarly affected.

INFORMATION AND SERVICES TO BE PERFORMED BY CLIENT

1. Legal Services for the Project, if needed
2. Participation in Public Meetings
3. Existing Plans, Studies, and Surveys
4. Assistance with City Review Process

ADDITIONAL SERVICES OF ABONMARCHE AS REQUESTED

1. Boundary / Topographic Survey (unless Alternate Task #3 is authorized)
2. Restroom Building Re-Design
3. Zoning Amendments / BZA Development Variances
4. Easement Descriptions / Sketches
5. Site Lighting Layout and Design
6. Off-Site Roadway and Utility Extension Design
7. DNR Flood Hydraulic Modeling Analysis
8. Design of Future Improvements Developed in Master Plan





CITY OF GOSHEN LEGAL DEPARTMENT

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

Phone (574) 537-3820 • Fax (574) 537-3817 • TDD (574) 534-3185
www.goshenindiana.org

August 13, 2026

To: Board of Public Works and Safety

From: Christina M. Bonham, Paralegal

Subject: **Award Quote** for Purchase of Cab & Chassis and **Execute Agreement** with Eby Ford Sales, Inc.

The City solicited request for quotes for the purchase of a 2026 or Newer Cab & Chassis.

Below is a summary of the quotes submitted:

1. Eby Ford Sales, Inc., 2714 Elkhart Rd., Goshen, IN 46526 / \$57,414.40
2. Jordan Automotive, 609 E. Jefferson Blvd., Mishawaka, IN 46545 / \$57,505.00

It is recommended that Eby Ford Sales, Inc., be awarded the purchase agreement as the lowest responsive and responsible bidder with a total cost of \$57,414.40.

It is further recommended that the Board approve and authorize Mayor Leichty to execute the agreement for the purchase of a 2026 or Newer Cab & Chassis at a total cost of \$57,414.40.

Suggested Motions:

Move to award the quote for the purchase of a 2026 or Newer Cab & Chassis to Eby Ford Sales, Inc. as the lowest responsive and responsive bidder.

Move to approve and execute the Agreement with Eby Ford Sales, Inc. for the purchase of a 2026 or Newer Cab & Chassis and authorize the Mayor to execute.

PURCHASE OF 2026 OR NEWER CAB & CHASSIS

THIS CONTRACT is made and entered into on this 13th day of August 2026, by and between the City of Goshen by its Board of Public Works and Safety, hereinafter referred to as "City," and Eby Ford Sales, Inc., hereinafter referred to as "Vendor."

WITNESSETH, that the City and Vendor mutually agree as follows:

PURCHASE.

Vendor agrees to provide the City with a 2026 or Newer Cab and Chassis. Vendor shall warranty the 2026 or Newer Cab and Chassis.

TERM OF THE AGREEMENT.

This contract shall become effective on the date of execution and approval by both parties. Vendor shall provide the vehicles to the City within twelve (12) weeks from the date of the agreement. The vehicles to be purchase shall be delivered to the City's Central Garage, 230 Steury Avenue, Goshen, Indiana 46528.

COMPENSATION.

The City agrees to compensate Vendor for the equipment in this Purchase Contract in the amount of Fifty-Seven Thousand Four Hundred Fourteen Dollars and 40/100 (\$57,414.40).

INDEPENDENT CONTRACTOR STATUS.

Vendor shall be deemed an independent contractor operating as a separate entity from the City of Goshen. The 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 Vendor or its agents, employees, or subcontractors of Vendor.

NON-DISCRIMINATION.

Vendor agrees that it will comply with all federal and Indiana civil rights laws, including, but not limited to Indiana Code 22-9-1-10. Vendor agrees that Vendor or any subcontractors, or any other person acting on behalf of Vendor or their subcontractor, shall not discriminate against any employee or applicant for employment to be employed in the performance of a contract 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 will be a material breach of the contract.

INDEMNIFICATION.

Vendor agrees to indemnify and hold harmless the City of Goshen, its agents, officers, and employees from any and all liability, obligations, claims, and suits, including court cost, attorney's fees, and other expenses, caused by an act or omission of Vendor and its agents, officers, and employees or resulting from or related to Vendor's performance or failure to perform as specified in this contract.

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 notification to the other party immediately. The party shall do everything possible to resume performance. The notification shall provide evidence of the force majeure event to the satisfaction of the other party. 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.

DEFAULT.

- A. If Vendor fails to deliver the equipment or comply with the provisions of this contract, then Vendor may be considered in default.
- B. It shall be mutually agreed that if Vendor fails to deliver the equipment or comply with the provisions of this contract, City shall issue a written notice of default and provide a period of time that shall not be less than fifteen (15) days in which Vendor 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 equipment in any manner deemed proper by the City, and Vendor shall be liable to the City for any excess costs incurred.
- C. Vendor may also be considered in default by the City if any of the following occur:

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

TERMINATION.

- A. The contract may be terminated in whole or in part, at any time, by mutual written consent of both parties. vendor shall be paid for all equipment provided and expenses reasonably incurred prior to notice of termination.
- B. The City may terminate this contract, in whole or in part, in the event of default by Vendor. City shall first issue written notice of default to Vendor and give Vendor the opportunity to cure.
- 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 contract.

SUBCONTRACTING OR ASSIGNMENT OF CONTRACT.

Neither party shall subcontract or assign any right or interest under the contract, including the right to payment, without having prior written approval from the other. Such approval shall not be unreasonably withheld. Any attempt by either party to subcontract or assign any portion of the contract shall not be construed to relieve that party from any responsibility to fulfill all contractual obligations.

AMENDMENTS.

No alteration or variation of the terms in this contract including the scope of purchase, provision of the purchase and compensation, and no alteration or variation of the conditions of this contract shall be binding unless specifically agreed to in writing by the parties. Any

modification or amendment to the terms and conditions of the contract 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.

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.

APPLICABLE LAWS.

Vendor 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.

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. Any special conditions included with this solicitation which varies from these General Terms and Conditions shall have precedence.
- C. These documents shall be construed in accordance with and governed by the laws of the State of Indiana, and any suit must be brought in a court of competent jurisdiction in Elkhart County, Indiana.
- D. In the event legal action is brought to enforce or interpret the terms and conditions of these documents, the non-prevailing party will pay all costs and expenses expended or incurred by the prevailing party, including reasonable attorney's fees.

SEVERABILITY.

In the event that any provision of this 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.

AUTHORITY TO BIND.

Notwithstanding anything in the contract to the contrary, the signatory for the vendor submitting an offer represents that he or she has been duly authorized to execute these documents on behalf of Vendor and has obtained all necessary or applicable approvals to make the offer submitted fully binding upon Vendor when his or her signature is affixed and is not subject to further acceptance.

NOTICES.

All written notices, properly addressed and sent by U.S. mail or delivered personally to the address provided below shall constitute sufficient notice whenever written notice is required for any purpose in this contract. Notice will be considered given three (3) days after the notice is deposited in the U.S. mail or when received at the appropriate address.

City:

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

Vendor:

Eby Ford Sales, Inc.
Attention: Eric Eby, General Manager
2714 Elkhart Road
Goshen, IN 46526

NO INVESTMENT IN IRAN.

Pursuant to IC 5-22-16.5, Vendor hereby certifies they do NOT provide \$20 million dollars or more in goods or services to the energy sector of Iran. Vendor also certifies it is not a financial institution that extends \$20 million dollars or more in credit that will provide goods or services to the energy sector of Iran or extends \$20 million dollars or more in credit to a person identified on the list as a person engaging in investment activities in Iran.

CONTRACTING WITH RELATIVES.

Pursuant to IC 36-1-21, Vendor who is an individual who is a relative of an elected official of the City of Goshen or a business entity that is wholly or partially owned by a relative of an elected official of the City of Goshen hereby certifies that they have notified in writing both the elected official of the City of Goshen and the City's legal department prior to entering into this contract and has obtained all necessary or applicable approvals to make this contract fully binding upon the company/business when his or her signature is affixed and is not subject to further acceptance.

BINDING EFFECT.

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

ENTIRE AGREEMENT.

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

In witness whereof, the parties have executed this Agreement as set forth below.

City of Goshen
Board of Public Works and Safety

Gina Leichty, Mayor

Date Signed: _____

Eby Ford Sales, Inc.

_____

Eric Eby, General Manager

Date Signed: 8/13/2026