



CITY OF SOUTH BEND

BOARD OF PUBLIC WORKS

June 9, 2026

Mr. Timothy Saylor
Coorsmith Properties LLC
3566 Douglas Rd.
South Bend, IN 46635
timothysaylor@gmail.com

RE: Sewer Service Agreement

Dear Mr. Saylor:

At its June 9, 2026 meeting, the Board of Public Works approved the above referenced agreement for the sewer extension for the Cottages on Arthur Development.

Please find enclosed the agreement. Kindly sign and return it to hhorvath@southbendin.gov and retain a copy for your records.

Sincerely,

/s/ Hillary Horvath

Hillary Horvath, Clerk

SEWER SERVICE AGREEMENT

This Sewer Service Agreement (“Agreement”) is made on the 9th day of June, 2026 by and between Coorsmith Properties LLC (“Owner”), 3566 Douglas Road, South Bend, IN 46635, and the City of South Bend, a municipal corporation existing under the laws of Indiana, acting by and through its Board of Public Works (“City”) in accordance with 170 I.A.C. 6-1.5-40.

WHEREAS, Owner intends to develop 0.23 of acres located at the SW corner of Sorin St. and Arthur St. for a residential development that includes 4 single family houses on 4 parcels, 3 of which require the extension of public sewer;

WHEREAS, Owner plans to extend and make additions to existing sanitary sewer system to serve said development as shown on the Exhibit A, attached and incorporated hereto (the "Dedicated Improvements"), and desires certain commitments from City; and

WHEREAS, the engineering design for said Dedicated Improvements has been, or will be, accomplished by competent professional engineers registered and licensed in the State of Indiana; and

NOW, THEREFORE, in consideration of the obligations, terms and conditions contained herein, the adequacy of which the parties expressly acknowledge, Owner and the City agree as follows:

1. Recitals

The parties hereto acknowledge and agree that the foregoing recitals are incorporated herein as a part of this Agreement.

2. Design

The Owner shall consult the City and allow the City Engineer or a designee input prior to designating the project engineer who shall be responsible for the engineering design and inspection in connection with the installation of the Dedicated Improvements (the "Project Engineer"). The Owner shall inspect the site during construction to ensure the Project Engineer's conformance to zoning requirements, adequacy of design, and conformance to the City's specifications and standards regarding location, size and depth of line, and quality of construction of the Dedicated Improvements. The Owner shall provide the plans with a City of South Bend cover sheet and specifications for the Dedicated Improvements along with a cost estimate to the City. The Owner shall also provide to the City a statement from the Project Engineer certifying that the materials and workmanship including pipes, bedding, manholes, and other related materials and work meet the City's specifications and standards. Upon request of the City, the certification shall be substantiated by material affidavits from suppliers and by applicable test results for inflow/infiltration, exfiltration, deflection, leaks, compaction and other tests required by the City. All construction, engineering, and inspection costs in connection with the Dedicated Improvements shall be borne by the Owner.

3. Construction Inspection

The Owner has provided the City with Exhibit A, which depicts drawings of the Dedicated Improvements, which the City acknowledges conforms to the City's standards. The Owner shall allow the City to inspect the Dedicated Improvements during construction to ensure conformance to the agreed standards set forth in Exhibit A, in particular with regard to zoning requirements, adequacy of design, and quality of construction. The Owner shall contact the City's Engineering Department at least two (2) business days in advance to arrange for the attendance of a City inspector at key milestones throughout work. Key milestones shall include but not limited to:

mandrel deflection testing, sanitary sewer taps, and water main taps. The Owner agrees to perform any necessary adjustments as reasonably requested by the City to ensure the Dedicated Improvements are constructed in accordance with Exhibit A.

4. Permits

It shall be Owner's sole responsibility and expense to obtain any and all permits associated with the construction and installation of the Dedicated Improvements and to comply with all applicable laws.

5. Engineer's Estimate

The Owner has provided an Engineer's Estimate (See Exhibit B, incorporated herein by reference and attachment) for the cost to construct the Dedicated Improvements, including but not limited to, construction engineering, excavation, pipe materials, manholes, and all other appurtenant materials, supplies and equipment, permit fees, backfill and bedding, pavement, and restoration of the areas within the proposed easement.

6. Performance Bond

Owner shall provide the City with a performance bond for an amount equal to one hundred twenty-five percent (125%) of the construction cost covering all work performed or to be performed pursuant to this Agreement. Owner's failure to provide the performance bond as prescribed herein shall cause this Agreement to be immediately terminated and of no effect, without the requirement of notice. The performance bond shall be provided concurrently with the execution of this Agreement and attached as Exhibit C.

7. Maintenance Bond

Within ten (10) days of City's acceptance of the Dedicated Improvements, Owner shall provide the City with a maintenance bond equal to ten percent (10%) of the construction cost covering all work performed or to be performed pursuant to this Agreement, and such bond shall remain in effect for three (3) years after dedication as described in Section 9 below.

8. Term

Except as otherwise provided herein, this Agreement shall continue for a period of sixteen (16) months from the Effective Date of this Agreement, or upon the issuance of the relevant occupancy permit(s), whichever occurs last.

9. Dedication

Upon completion of the construction of the Dedicated Improvements substantially as depicted in Exhibit A, the Owner shall also convey an easement and dedicate to the City within such easement the Dedicated Improvements as public infrastructure. It is understood by the Owner that no dedication shall be accepted by the City until all required easements have been conveyed, accepted, and recorded by the City. The Owner shall use its best efforts to work with the City to ensure that the Dedicated Improvements are dedicated to the City in a timely manner.

Additionally, prior to dedication, the following must be satisfied:

- a. All parts and labor must meet the standards and requirements stated in the design specifications as presented to and accepted by the City's Engineering Department.
- b. Lien waivers must be received with regard to all workmanship and materials used in connection with these improvements.
- c. The Completion Affidavit must be furnished to Owner by the South Bend, Indiana Board of Public Works.

- d. Owner must provide copies of test reports or cut sheets on all materials supplied.
- e. Owner must provide test results in accordance with City Standards, prevailing specifications, and City Engineering direction. At a minimum, required tests are:
 - i. Sewer: sewer leakage test (hydrostatic or air test), mandrel deflection test, and negative air pressure test (for manholes)
- f. Owner must provide televising DVDs of the Sewer per the City of South Bend Construction Standards and Specifications 4-4.2.
- g. Owner must provide As-Built drawings in accordance with the City of South Bend Prevailing Specifications for Public Works, which may be found at <https://southbendin.gov/wp-content/uploads/2020/05/Prevailing-Supplemental-Specifications.pdf>

Owner's failure to comply with this Section 9 shall be a material breach of this Agreement.

10. System Development Charges

It is understood amongst the parties that this development has been deemed a residential infill development and therefore, is not subject to System Development Charges as defined under South Bend Municipal Ordinance Section 17-80.

11. Indemnification

Owner agrees and undertakes to indemnify and hold the City, and its respective agents, employees, successors, and assigns, harmless from any liability, loss, costs, damages or expenses, including attorneys' fees, which the City may suffer or incur as a result of any claims or actions which may be brought by any person or entity arising out of this Agreement. If any action is brought against the City or its respective agents, employees, successors, or assigns, in connection

with this Agreement, Owner agrees to defend such action or proceedings at its own expense and to pay any judgment rendered therein.

12. Insurance

Owner, or Owner's contractor, at Owner's sole expense, shall maintain during the term of this Agreement, commercial general liability insurance covering the Owner and the Dedicated Improvements in an amount not less than Five Million Dollars (\$5,000,000.00) per occurrence. Owner understands and agrees the amount of insurance does not in any way limit liability under this agreement to \$5,000,000. The Certificate of Insurance shall be provided concurrently with the execution of this Agreement and attached as Exhibit D.

13. Assignment

This Agreement may not be assigned by the Owner without the express written consent of the City which such consent may be withheld for any reason. Any violation of this limitation shall terminate the City's obligation and forfeit the Owner's rights under this Agreement.

14. Material Breach

In the event either party breaches any of the provisions set forth herein, the non-breaching party shall provide written notice of the breach to the breaching party. Upon receipt of the notice, the breaching party shall use its good faith efforts to cure the breach as soon as practical. In the event the breach is not cured within a reasonable amount of time, the non-breaching party may terminate this Agreement and pursue its legal and equitable remedies.

15. Governing Law and Jurisdiction

This Agreement shall be construed and interpreted according to the laws of the State of Indiana, including, but not limited to, I.C. § 8-1-2-101.5 and 170 I.A.C. 6-1.5 *et seq.* and/or 170 I.A.C. 8.5-4 *et seq.* regarding the dispute resolution process of customer complaints, and shall be

enforced in any court of competent jurisdiction in St. Joseph County, Indiana. It is further agreed that all provisions of law now or hereafter in effect relating to water and sewer service by the City shall be applicable to this Agreement.

16. Severability

Wherever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

17. Waiver

No provision of this Agreement will be deemed waived, unless such waiver will be in writing and signed by the party against which the waiver is sought to be enforced. The waiver will not be construed to be a waiver of any succeeding breach of any such provision, a waiver of the provision itself, or a waiver of any other provisions of this Agreement. No delay or omission on the part of either party to exercise or avail itself of any right, power, or privilege that it has or may have under this Agreement will operate as a waiver of any breach or default.

18. Time

Time is of the essence of this Agreement.

19. Entire Agreement

This Agreement sets forth the entire agreement and understanding between the Owner and the City as to the subject matter hereof, and merges and supersedes all prior discussions, agreements, and understanding of any and every nature between them.

20. Corporate Authority

The person signing on behalf of the Owner represents that he/she has been duly authorized to execute this Agreement on behalf of said Owner.

IN WITNESS WHEREOF, the Owner and the City, through their duly authorized representatives, have caused this Agreement to be executed as of the day and year first written above. The parties have read and understand the foregoing terms of this Agreement and do, by their respective signatures hereby agree to its terms.

IN WITNESS WHEREOF, the Owner and the City, through their duly authorized representatives, have caused this Agreement to be executed as of the date first written above. The parties have read and understand the foregoing terms of this Agreement and do, by their respective signatures, hereby agree to its terms.

"OWNER"

By: _____
Printed: _____
Title: _____

**CITY OF SOUTH BEND, INDIANA
BOARD OF PUBLIC WORKS**



Elizabeth A. Maradik, President



Joseph R. Molnar, Vice President



Murray L. Miller, Member



Breana M. Micou, Member



Abigail E. Magas, Member

Attest:



Hillary R. Horvath, Clerk

Date: June 9, 2026

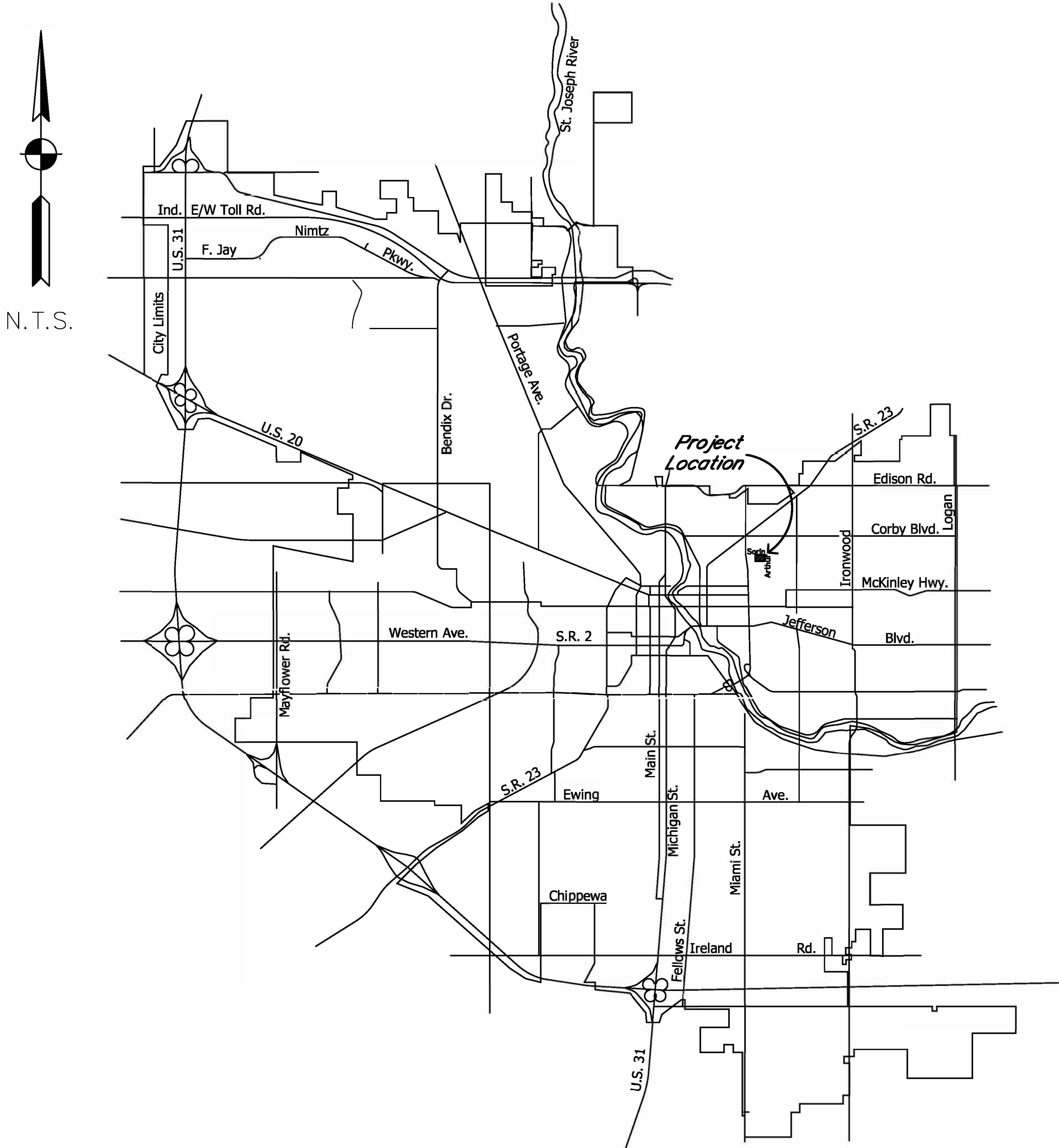
EXHIBIT A

DEDICATED IMPROVEMENTS

CITY OF SOUTH BEND, INDIANA

DEPARTMENT OF PUBLIC WORKS

PROJECT SEWER WATER TRAFFIC STREET OTHER



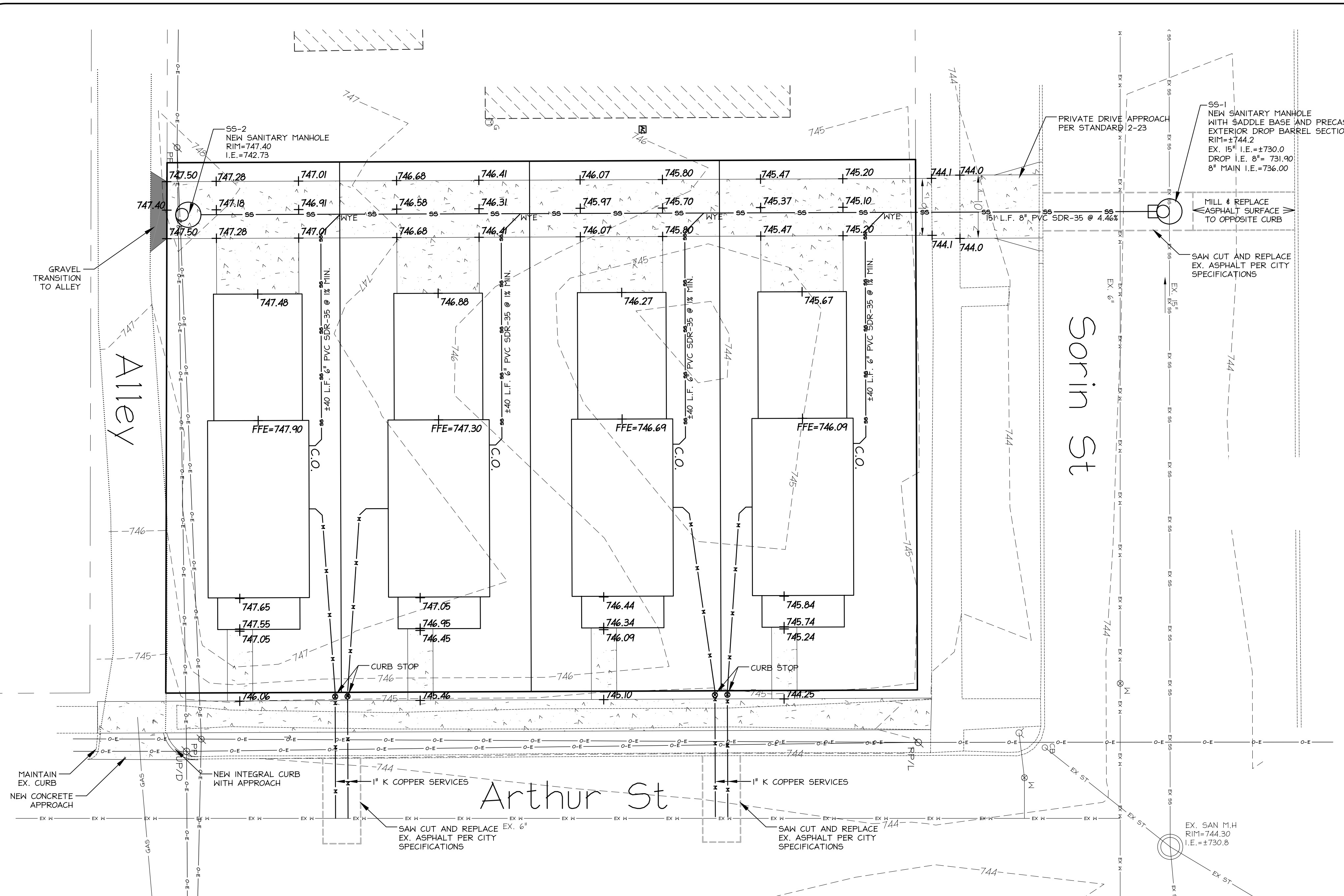
THE COTTAGES ON ARTHUR

CITY PROJECT NUMBER DP25-027

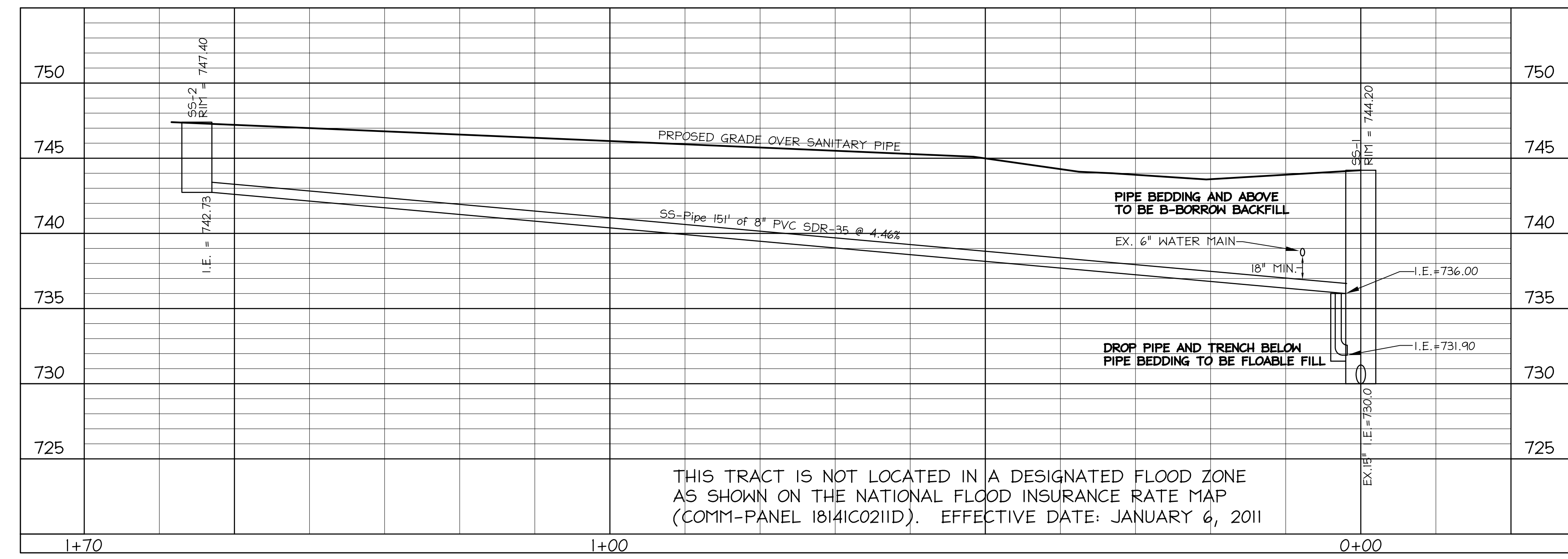
CITY OF SOUTH BEND, INDIANA BOARD OF PUBLIC WORKS		APPROVED BY PUBLIC WORKS STAFF	
<i>Elizabeth A. Maradik</i>	<i>Joseph R. Molnar</i>	<i>Abigail E. Magas, P.E.</i>	DATE
Elizabeth A. Maradik, President	Joseph R. Molnar, Vice President	Abigail E. Magas, P.E.	05/28/2026
<i>Murray L. Miller</i>	<i>Breana N. Micou</i>	<i>Jacob M. Klosinski</i>	CITY ENGINEER
Murray L. Miller, Member	Breana N. Micou, Member	Jacob M. Klosinski	05/28/2026
<i>Abigail E. Magas, P.E.</i>	<i>Hillary R. Horvath</i>	<i>Larry D. Parker Jr.</i>	ASSISTANT CITY ENGINEER
Abigail E. Magas, Member	Attest: Hillary R. Horvath, Clerk	Larry D. Parker Jr.	5/27/2026
	Date: June 9, 2026	<i>Kyle Ludlow</i>	SEWERS
		Kyle Ludlow	5/27/2026
			CONSTRUCTION MANAGER

CITY OF SOUTH BEND, INDIANA PREVAILING SPECIFICATIONS LATEST EDITION,
TO BE USED WITH THESE PLANS.

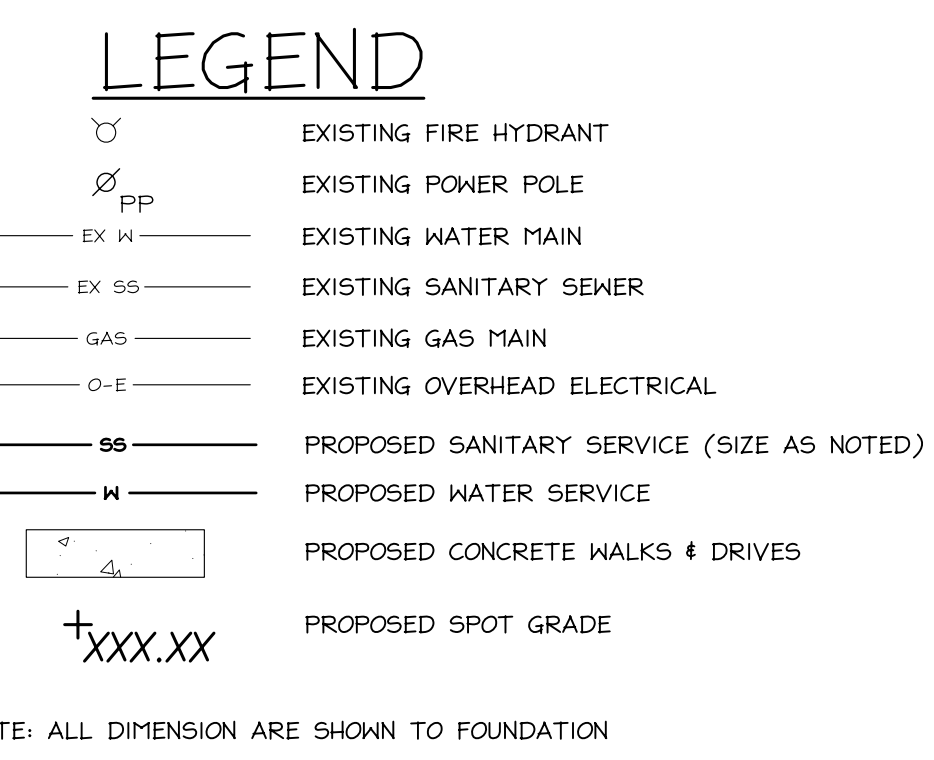
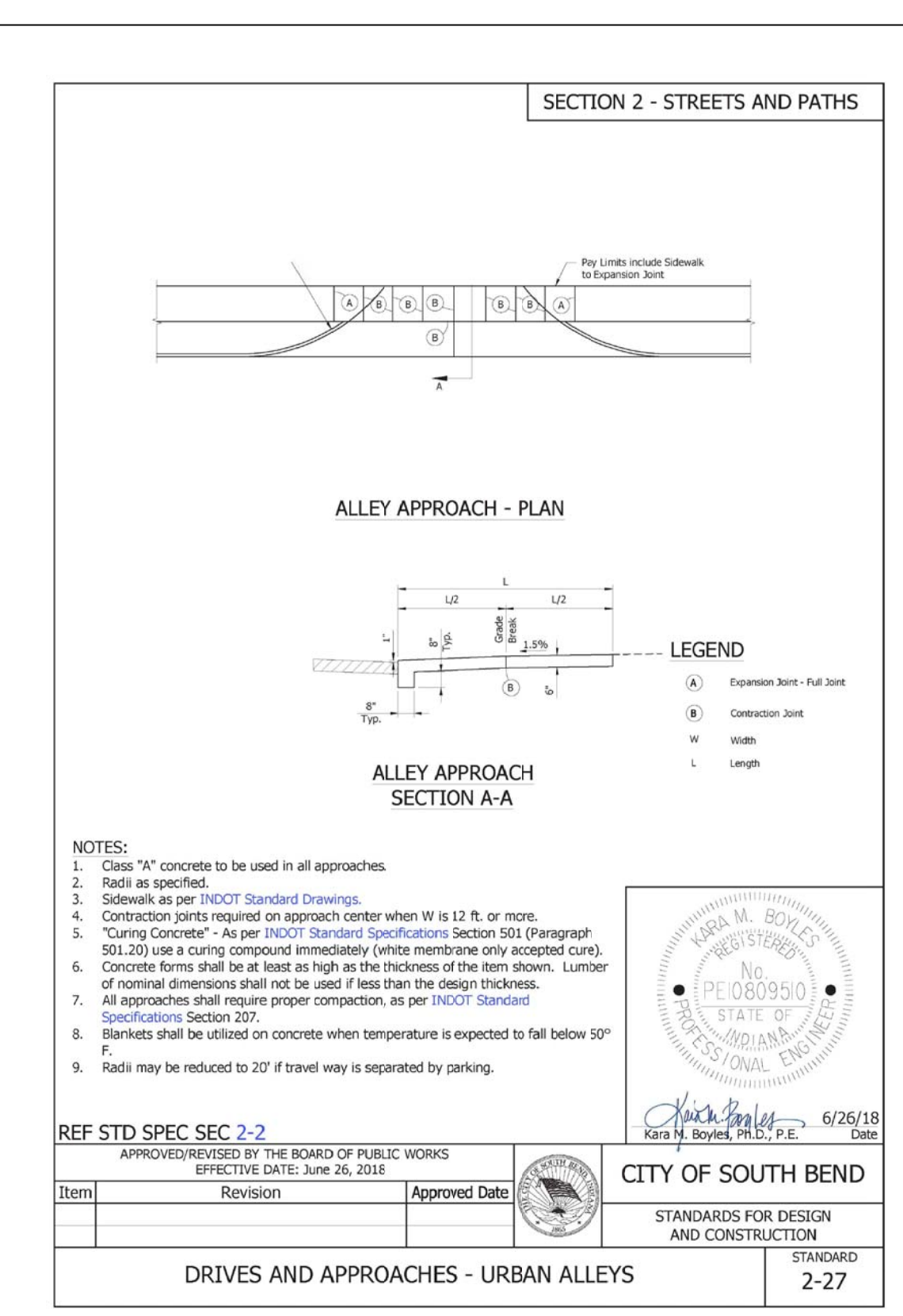
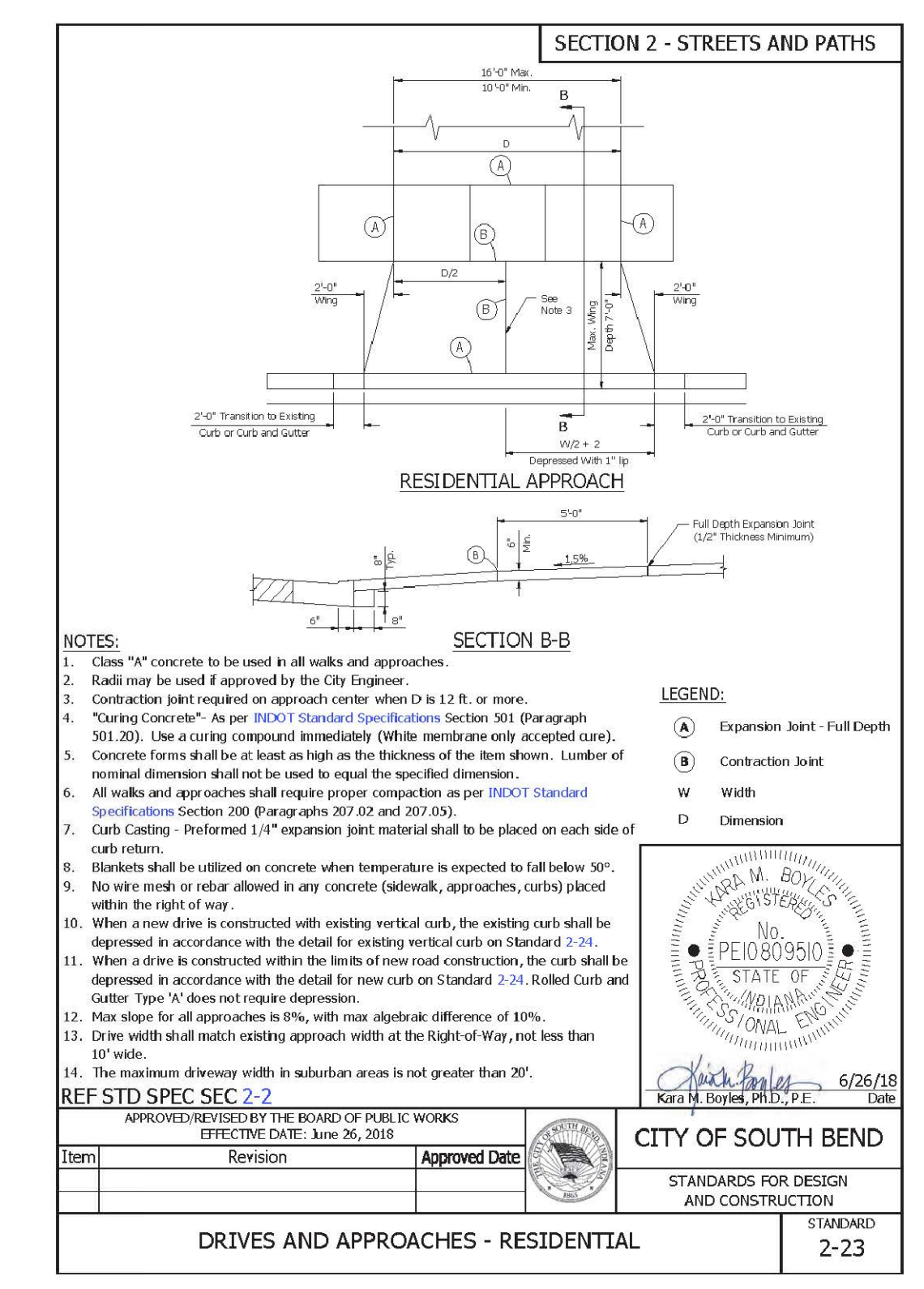
<p>697 Bungalow Dr. Nappanee, IN 46550 Phone: 574-536-4048 Email: tim@innovative-communities.com</p>	<p>PLANS PREPARED FOR:</p> <p>COORSMITH PROPERTIES, LLC 3566 DOUGLAS ROAD SOUTH BEND, IN 46635</p>	<p><i>Timothy P. Saylor</i></p> <p>Timothy P. Saylor PROFESSIONAL ENGINEER NO. 10200091</p>	<p>9-10-25 DATE</p>	
--	---	---	-------------------------	--



SCALES:
 1" = 10' HOR
 1" = 5' VER



THIS TRACT IS NOT LOCATED IN A DESIGNATED FLOOD ZONE AS SHOWN ON THE NATIONAL FLOOD INSURANCE RATE MAP (COMM-PANEL 18141C0211D). EFFECTIVE DATE: JANUARY 6, 2011



NOTE:
 ANY ADDITIONAL CURB AND SIDEWALK DAMAGED DURING CONSTRUCTION SHALL BE REPLACED.

D:\PROJECTS\Cottages on Arthur\Grading & Utility Plan.dwg
 REVISIONS
 1. Per Civ. Engineering Comments (07/17/25)
 2. Add asphalt surface notes and backfill notes (07/25)
 3.
 4.

The Cottages on Arthur
 Grading & Utility Plan
 PROJECT
 SHEET NAME

697 Bungalow Dr.
 Nappanee, IN 46550
 Phone: 574-536-4048
 Email: innovative@innovativecommunities.com
innovative
 communities

TIMOTHY P. SAYLOR
 REGISTERED
 NO. 10200091
 STATE OF INDIANA
 PROFESSIONAL ENGINEER
 Timothy P. Saylor, P.E.
 9-17-25

SHEET NO.
 2
 OF
 3

SEWER SPECIFICATIONS

1. PLASTIC SEWER PIPE SHALL BE ASTM D-3034, SDR-35, WITH INTEGRAL GASKET JOINT ASTM D-3212 AND FITTINGS ASTM D-1784. INSTALL IN TRENCH PER ASTM D-2321.
2. SEWER MANHOLES SHALL BE 4' DIA PRECAST CONCRETE WITH PRECAST CONCRETE BASE, CAST IN PLACE STEPS, TOP ECCENTRIC CONE SECTION. PRECAST SECTIONS ASTM C-478.
3. MANHOLE INSTALLATION SHALL INCLUDE FRAME AND SOLID LID ADJUSTED TO GRADE WITH PRECAST CONCRETE ADJUSTING RINGS, 8" MAX. ADJUSTMENT.
4. PIPE SEALS TO BE HIGH PERFORMANCE FLEXIBLE CONNECTORS PER ASTM C-923.
5. MANHOLE INVERT SHALL BE WITH FILLET FOR SMOOTH FLOW.
6. SERVICE LATERALS SHALL BE WITH "NYE" FITTING AT SEWER MAIN PER DETAIL.
7. SEWER AND WATER LINES SHALL HAVE A MINIMUM 10' HORIZONTAL SEPARATION AND CROSSINGS SHALL HAVE NOT LESS THAN 18" VERTICAL SEPARATION OR SEWER SHALL BE DUCTILE IRON PIPE OR SDR-21 PIPE EXTENDING 10' TO EITHER SIDE OF CROSSING.
8. A LOW PRESSURE AIR TEST SHALL BE CONDUCTED ON SECTIONS OF SANITARY SEWER PER ASTM F1417.
9. SEWERS SHALL HAVE DEFLECTION TEST AFTER BACKFILL HAS BEEN IN PLACE FOR NOT LESS THAN 30 DAYS. NO DEFLECTION OF PIPE SHALL EXCEED 5% PER ASTM D-2122. THE MANDREL USED FOR THE DEFLECTION TEST SHALL HAVE A DIAMETER EQUAL TO 95% OF THE INSIDE DIAMETER OF THE PIPE. THE TEST SHALL BE CONDUCTED WITHOUT MECHANICAL PULLING DEVICES.
10. SUBMIT DEFLECTION TEST AND LOW PRESSURE AIR TEST RESULTS TO THE CITY OF SOUTH BEND.
11. MANHOLES SHALL BE AIR TESTED IN ACCORDANCE WITH ASTM C1244-93, STANDARD TEST METHOD FOR CONCRETE SEWER MANHOLES BY NEGATIVE AIR PRESSURE (VACUUM) TEST.
12. THE CONTRACTOR SHALL SCHEDULE ALL REQUIRED SANITARY SEWER TESTING WITH THE CITY OF SOUTH BEND. PROVIDE MINIMUM 48-HOUR NOTICE TO THE CITY OF SOUTH BEND IN ADVANCE OF ANY ACCEPTANCE TESTING.
13. ACCEPTANCE TESTING TO BE WITNESSED, DOCUMENTED AND CERTIFIED BY THE A REPRESENTATIVE OF THE CITY OF SOUTH BEND.

GENERAL NOTES

1. THE CONTRACTOR SHALL PROVIDE ALL REQUIRED TESTING AND THE COST OF WHICH SHALL BE CONSIDERED AS INCLUDED IN HIS CONTRACT OR BID PRICE, WITH NO ADDITIONAL COMPENSATION ALLOWED.
2. THE CONTRACTOR SHALL COORDINATE WITH THE ROW PERMITS OFFICE FOR WORK WITHIN THE ROW, INCLUDING SIDEWALKS, DRIVE APPROACHES, AND UTILITY WORK.
3. THE CONTRACTOR SHALL COORDINATE WITH CITY OF SOUTH BEND WATER WORKS FOR THE WATER TAPS.

D:\PROJECTS\Cottages on Arthur\Sanitary Sewer Details.dwg
 REVISIONS
 1. ADD SEWER & WATER TAP DETAILS (07/17/25)
 2. Add Detail 2-4R (07/17/25)
 3.
 4.

SECTION 2 - STREETS AND PATHS

ASPHALT PAVEMENT NOTES:

1. Depth of asphalt patch shall be a minimum of 8" or the same depth as original pavement, whichever is greater.
2. A concrete patch on asphalt pavement may be allowed by the City Engineer if the road is scheduled to be rehabilitated in the near future or other like circumstances.

GENERAL NOTES:

1. Temporary Patch: If it is not possible, due to weather conditions, for the contractor to replace the pavement within 24 hours following backfilling of cut, a coarse aggregate base 8" thick and a cold asphaltic surface of 4" shall be applied and maintained as a temporary patch until permanent repairs can be made. When temperature falls below 50°F within 72 hour cure time, concrete to be used shall be 7 bag w/ 2% accelerator. Such temporary patches shall be replaced with permanent repairs no later than May 1 of the following year.
2. All utilities must be located prior to making pavement cut.

REF STD SPEC SEC 2-6
 APPROVED/REVIEWED BY THE BOARD OF PUBLIC WORKS
 EFFECTIVE DATE: June 26, 2018

Item	Revision	Approved Date

CITY OF SOUTH BEND
 STANDARDS FOR DESIGN AND CONSTRUCTION
 STANDARD 2-48
 PAVEMENT PATCHING AND UTILITY CUTS - ASPHALT

SECTION 4 - SANITARY

PIPE BEDDING DETAIL

NOTES:

1. These trench and bedding details are for pipe structural requirements only. The contractor is solely responsible for safety of operations. The contractor shall slope trench walls, provide protective work boxes, and/or shoring and bracing all excavations as the contractor determines necessary for safety of operations, and in conformance to IC214A Regulation 29 C.F.R. 1926, Subpart P for Trench Safety Systems.
2. All PVC pipe for sanitary sewers shall be installed in accordance with ASTM D2321.
3. There shall be no rocks or stones greater than 2" in any dimension within 6" of the pipe wall or bell.
4. Flexible Pipe: Embedment material for bedding, haunching and initial backfill shall comply with the requirements of ASTM D2321, Classes A, B, C or crushed stone (INDOT #10, #12 or B-Bottom), or 11 and shall be compacted as noted. Refer to pipe manufacturer's recommended bedding and embedment material class type requirements. Removable flexible backfill shall be placed for all areas within 5 feet of pipe to bedding to 12" above pipe crown. Above this limit structure backfill shall be used.
5. Rigid Pipe: Embedment material for bedding, haunching and initial backfill shall comply with the requirements of ASTM C112 (WSP) Classes A, B, C or crushed stone (INDOT #10, #12 or B-Bottom) and shall be compacted as noted. Removable flexible backfill shall be placed for all areas within 5 feet of pipe to bedding to 12" above pipe crown. Above this limit structure backfill shall be used.
6. Final backfill shall not contain debris, organic matter, loose material, unstable material or boulders or stones greater than 2" in any dimension. Flowable fill optional.
7. The placement and compaction of backfill shall not cause displacement of the pipe.
8. For multiple pipes in same trench:
 - a. Place bedding to Spring Line of first pipe across entire trench width.
 - b. Placement of next pipe, in successive trench as needed.
 - c. Then place bedding as noted above.
9. For additional pipe request as required.
10. Refer to INDOT Standard Specification Section 213 for Removable fill (removable) requirements.

REF STD SPEC SEC 4-2 and 4-3
 APPROVED/REVIEWED BY THE BOARD OF PUBLIC WORKS
 EFFECTIVE DATE: June 26, 2018

Item	Revision	Approved Date

CITY OF SOUTH BEND
 STANDARDS FOR DESIGN AND CONSTRUCTION
 STANDARD 4-11
 PIPE BEDDING DETAIL

SECTION 4 - SANITARY

TYPICAL MANHOLE CASTING & ADJUSTING RINGS

NOTES:

1. Manhole castings shall be Heavy Duty (H-20 rated). Castings shall be East Jordan Iron Works 1000A, Neuman H-1642, or US Foundry 206 Ring & T Cover.
2. Casting shall be solid with two (2) concealed pickholes for sanitary or combined sewer manholes and two (2) open pickholes for storm sewer manholes. The test STATION shall be cast into the lid for sanitary or combined sewer manholes. The test STATION shall be cast into the lid for storm sewer manholes.
3. Where directed by the City, castings lids shall bolt down. Bolts shall be provided with an anti-rusting agent.
4. For manholes 72-inch diameter and larger, the clear opening shall be 36-inch diameter. The casting shall be Heavy Duty (H-20 Rated). Casting shall be East Jordan Iron Works H-1600 S or Neuman H-1642.
5. For castings of existing brick manholes, remove old bricks down to a solid date. Then level with mortar and built up with pre-cast adjusting rings.
6. When manholes are located in gravel or sand areas, provide a 2 foot diameter concrete collar, centered on the casting. Concrete shall be Class "A".

REF STD SPEC SEC 4-2
 APPROVED/REVIEWED BY THE BOARD OF PUBLIC WORKS
 EFFECTIVE DATE: June 26, 2018

Item	Revision	Approved Date
1	US Foundry Addition	10/26/2021

CITY OF SOUTH BEND
 STANDARDS FOR DESIGN AND CONSTRUCTION
 STANDARD 4-6
 TYPICAL MANHOLE CASTING & ADJUSTING RINGS

SECTION 4 - SANITARY

VERTICAL AND SLANT STACKS

NOTES:

1. Refer to INDOT Standard Specification Section 213 for removable flowable fill requirements.
2. Wye replacement: Remove old wye, trim existing as pipe required, install new wye and pipe and connect to existing pipes with Remco couplings.

REF STD SPEC SEC 4-2 and 4-3
 APPROVED/REVIEWED BY THE BOARD OF PUBLIC WORKS
 EFFECTIVE DATE: June 26, 2018

Item	Revision	Approved Date

CITY OF SOUTH BEND
 STANDARDS FOR DESIGN AND CONSTRUCTION
 STANDARD 4-8
 VERTICAL AND SLANT STACKS

SECTION 4 - SANITARY

TYPE A MANHOLE - STANDARD PRE-CAST

NOTES:

1. All manholes shall be manufactured and installed in compliance with ASTM C-478.
2. All pipe connections shall be made with integral resilient fittings complying with ASTM C-923.
3. Flow channel shall conform to the shape of the connecting sanitary sewer and be made through the bottom surface of the manhole. The channel walls shall be formed or shaped to the full height of the crown of the outlet sewer.
4. Refer to manhole size vs. pipe size chart on Standard 4-2.
5. Completed manholes shall be tested with negative air pressure (vacuum) in accordance with ASTM C-1244-93.
6. At manholes where a smaller diameter sewer joins a larger diameter sewer, the invert of the larger sewer shall be lowered such that the elevation at 8" from the pipe diameter of both sewers is matched (Refer to Detail A above).
7. The Design Engineer to be responsible for setting pipe invert elevations to account for minor losses through the manhole.

REF STD SPEC SEC 4-2, 4-3 and 4-4
 APPROVED/REVIEWED BY THE BOARD OF PUBLIC WORKS
 EFFECTIVE DATE: June 26, 2018

Item	Revision	Approved Date

CITY OF SOUTH BEND
 STANDARDS FOR DESIGN AND CONSTRUCTION
 STANDARD 4-1
 TYPE A MANHOLE - STANDARD PRE-CAST

SECTION 4 - SANITARY

STANDARD DROP MANHOLE

NOTES:

1. All manholes shall be manufactured and installed in compliance with ASTM C-478.
2. All pipe connections shall be made with integral of resilient fittings complying with ASTM C-923.
3. Flow channel shall conform to the shape of the connecting sanitary sewer and be made through the bottom surface of the manhole. The channel walls shall be formed or shaped to the full height of the crown of the outlet sewer.
4. Refer to manhole size vs. pipe size chart on Standard 4-2.
5. Completed manholes shall be tested with negative air pressure (vacuum) in accordance with ASTM C-1244-93.
6. The Design Engineer to be responsible for setting pipe invert elevations to account for minor losses through the manhole.
7. Refer to INDOT Standard Specification Section 213 for removable flowable fill requirements.

REF STD SPEC SEC 4-2, 4-3 and 4-4
 APPROVED/REVIEWED BY THE BOARD OF PUBLIC WORKS
 EFFECTIVE DATE: June 26, 2018

Item	Revision	Approved Date

CITY OF SOUTH BEND
 STANDARDS FOR DESIGN AND CONSTRUCTION
 STANDARD 4-3
 STANDARD DROP MANHOLE

SECTION 4 - SANITARY

SADDLE STRUCTURE

NOTES:

1. All manholes shall be manufactured and installed in compliance with ASTM C-478.
2. Flow channel shall conform to the shape of the connecting sanitary sewer and be made through the bottom surface of the manhole. The channel walls shall be formed or shaped to the full height of the crown of the outlet sewer.
3. Completed manholes shall be tested with negative air pressure (vacuum) in accordance with ASTM C-1244-93.

REF STD SPEC SEC 4-2, 4-3 and 4-4
 APPROVED/REVIEWED BY THE BOARD OF PUBLIC WORKS
 EFFECTIVE DATE: June 26, 2018

Item	Revision	Approved Date

CITY OF SOUTH BEND
 STANDARDS FOR DESIGN AND CONSTRUCTION
 STANDARD 4-5
 SADDLE STRUCTURE

SECTION 5 - WATER WORKS

TYPICAL WATER SERVICE CONNECTION

NOTES:

1. Service shut-off box shall be placed in the public right-of-way in grass between curb and sidewalk.
2. For a 2" service the corporation stop shall be located at 90° (level).

REF STD SPEC SEC 5-2.1 and 5.2.5 (g)
 APPROVED/REVIEWED BY THE BOARD OF PUBLIC WORKS
 EFFECTIVE DATE: June 26, 2018

Item	Revision	Approved Date

CITY OF SOUTH BEND
 STANDARDS FOR DESIGN AND CONSTRUCTION
 STANDARD 5-3
 TYPICAL WATER SERVICE CONNECTION

The Cottages on Arthur
 Sanitary Sewer Details

PROJECT SHEET NAME

697 Bungalow Dr.
 Nappanee, IN 46550
 Phone: 574-536-4048
 Email: tim@innovativecommunities.com

innovative communities

TIMOTHY P. SAYLOR
 REGISTERED PROFESSIONAL ENGINEER
 NO. 10200091
 STATE OF INDIANA

Timothy P. Saylor, P.E.
 9-17-25

SHEET NO. 3 OF 3

EXHIBIT B

ENGINEER'S ESTIMATE



September 15, 2025

City of South Bend
The Cottages on Arthur
Sanitary Sewer Main Extension – Estimate

Description	Quantity	Unit	Unit Price	Cost
1. Permits	1	EA	\$900	\$900
2. Mobilization	1	EA	\$6,000	\$6,000
3. Construction Engineering & Staking	1	EA	\$1,000	\$1,000
4. Traffic Control	1	EA	\$6,000	\$6,000
5. Saw cut and remove asphalt	40	SY	\$50	\$2,000
6. Install 1 drop manhole and lid connection	1	EA	\$24,000	\$24,000
7. Install 8" SDR-35 Pipe with (4) wye fittings	151	L.F	\$100	\$15,100
8. Install 1 standard manhole and lid	1	EA	\$4,000	\$4,000
9. Backfill area under street	70	CY	\$200	\$14,000
10. Install new asphalt in street	1	EA	\$13,000	\$13,000
11. Conduct all testing on pipe and manholes	1	EA	\$2,000	\$2,000
12. Sidewalk replacement	100	SF	\$50	\$1,000
13. Concrete Drive Approach	150	SF	\$50	\$7,500

Total \$96,500
 25% of Total \$24,125

Bond Amount \$120,625

EXHIBIT C

PERFORMANCE BOND



IRREVOCABLE LETTER OF CREDIT

Borrower: COORSMITH PROPERTIES LLC
3566 DOUGLAS RD
SOUTH BEND, IN 46635-1775

Lender: First State Bank of Middlebury
Eddy Street Office
1015 South Bend Ave
South Bend, IN 46617

Beneficiary: CITY OF SOUTH BEND
215 S MARTIN LUTHER KING JR BLVD
SOUTH BEND, IN 46601

NO.: 69106766

EXPIRATION DATE. This letter of credit shall expire upon the earlier of the close of business on 11-07-2026 and all drafts and accompanying statements or documents must be presented to Lender on or before that time, or the day that Lender honors a draw under which the full amount of this Letter of Credit has been drawn (the "Expiration Date").

AMOUNT OF CREDIT. Lender hereby establishes at the request and for the account of Borrower, an Irrevocable Letter of Credit in favor of Beneficiary for a sum of One Hundred Twenty Thousand Six Hundred Twenty-five & 00/100 Dollars (\$120,625.00) (the "Letter of Credit"). These funds shall be made available to Beneficiary upon Lender's receipt from Beneficiary of sight drafts drawn on Lender at Lender's address indicated above (or other such address that Lender may provide Beneficiary in writing) during regular business hours and accompanied by the signed written statements or documents indicated below.

WARNING TO BENEFICIARY: PLEASE EXAMINE THIS LETTER OF CREDIT AT ONCE. IF YOU FEEL UNABLE TO MEET ANY OF ITS REQUIREMENTS, EITHER SINGLY OR TOGETHER, YOU SHOULD CONTACT BORROWER IMMEDIATELY TO SEE IF THE LETTER OF CREDIT CAN BE AMENDED. OTHERWISE, YOU WILL RISK LOSING PAYMENT UNDER THIS LETTER OF CREDIT FOR FAILURE TO COMPLY STRICTLY WITH ITS TERMS AS WRITTEN.

DRAFT TERMS AND CONDITIONS. Lender shall honor drafts submitted by Beneficiary under the following terms and conditions: **BENEFICIARY MUST SUBMIT A SIGNED STATEMENT THAT COORSMITH PROPERTIES, LLC HAS FAILED TO HONOR THEIR CONTRACTUAL AGREEMENT WITH CITY OF SOUTH BEND**

Lender agrees to pay on sight drafts duly presented by either Beneficiary hereunder by payment to the relevant Beneficiary directly or to Beneficiary's account at any bank designated by either Beneficiary notwithstanding any claims by the Account Party or other party of illegality, unenforceability or fraud, except any administrative, regulatory or judiciary authority including but not limited to a court of competent jurisdiction, in connection with the transaction with respect to which this Letter of Credit was issued. The relevant Beneficiary shall designate such account upon presentation of the draft. Lender hereby agrees to pay any drafts drawn under and presented in compliance with the terms and conditions of this Letter of Credit and agree to pay the amount of all such drafts that are presented on a business day in immediately available funds prior to our close of business on the third succeeding business day after our receipt of such draft. As used herein, "business day" means any day on which commercial banks are not authorized or required to close in Chicago, Illinois and inter-bank payments can be made via wire transfer. All references herein to a particular time of day shall be to the time of day in such city. If a demand for payment made by a Beneficiary hereunder on or before the Expiration Date does not, in any instance, conform to the terms and conditions of this Letter of Credit, we shall give such Beneficiary prompt notice that its presentation under this Letter of Credit was not effected in accordance with the terms and conditions of this Letter of Credit, stating the reasons therefore and that we are returning the document to such Beneficiary. Any drawing presented by either Beneficiary, shall be binding on both Beneficiaries; and our payment of such drawing shall permanently reduce the amount of this Letter of Credit by the amount of such payment.

This Letter of Credit shall expire at 5:00 p.m. on **NOVEMBER 07, 2026** however, this Letter of Credit shall be automatically extended for additional periods of one (1) year from the initial Expiration Date and each future Expiration date, unless Lender elects not to extend this Letter of Credit. If Lender elects not to extend this Letter of Credit beyond any applicable Expiration Date, Lender shall send Beneficiary written notice of such election to the above address by Certified Mail, Return Receipt Requested, or courier delivery at least sixty (60) days prior to such Expiration Date.

Upon Lender's honor of such drafts, Lender shall be fully discharged of Lender's obligations under this Letter of Credit and shall not be obligated to make any further payments under this Letter of Credit once the full amount of credit available under this Letter of Credit has been drawn.

Beneficiary shall have no recourse against Lender for any amount paid under this Letter of Credit once Lender has honored any draft or other document which complies strictly with this Letter of Credit, and which on its face appears otherwise in order but which is signed, issued, or presented by a party or under the name of a party purporting to act for Beneficiary, purporting to claim through Beneficiary, or posing as Beneficiary without Beneficiary's authorization. By paying an amount demanded in accordance with this Letter of Credit, Lender makes no representation as to the correctness of the amount demanded and Lender shall not be liable to Beneficiary, or any other person, for any amount paid or disbursed for any reason whatsoever, including, without limitation, any nonapplication or misapplication by Beneficiary of the proceeds of such payment. By presenting upon Lender or a confirming bank, Beneficiary certifies that Beneficiary has not and will not present upon the other, unless and until Beneficiary meets with dishonor. Beneficiary promises to return to Lender any funds received by Beneficiary in excess of the Letter of Credit's maximum drawing amount.

USE RESTRICTIONS. All drafts must be marked "DRAWN UNDER First State Bank of Middlebury IRREVOCABLE LETTER OF CREDIT NO. 69106766 DATED 11-07-2025," and the amount of each draft shall be marked on the draft. Only Beneficiary may complete a draft and accompanying statements or documents required by this Letter of Credit and make a draw under this Letter of Credit. This original Letter of Credit must accompany any draft drawn hereunder.

Partial draws are permitted under this Letter of Credit. Lender's honor of a partial draw shall correspondingly reduce the amount of credit available under this Letter of Credit. Following a partial draw, Lender shall return this original Letter of Credit to Beneficiary with the partial draw noted hereon; in the alternative, and in its sole discretion, Lender may issue a substitute Letter of Credit to Beneficiary in the amount shown above, less any partial draw(s).

PERMITTED TRANSFEREES. The right to draw under this Letter of Credit shall be nontransferable, except for:

- A. A transfer (in its entirety, but not in part) by direct operation of law to the administrator, executor, bankruptcy trustee, receiver, liquidator, successor, or other representative at law of the original Beneficiary; and
- B. The first immediate transfer (in its entirety, but not in part) by such legal representative to a third party after express approval of a governmental body (judicial, administrative, or executive).

TRANSFEREES REQUIRED DOCUMENTS. When the presenter is a permitted transferee (i) by operation of law or (ii) a third party receiving

**IRREVOCABLE LETTER OF CREDIT
(Continued)**

Loan No: 69106766

Page 2

transfer from a legal representative, as described above, the documents required for a draw shall include a certified copy of the one or more documents which show the presenter's authority to claim through or to act with authority for the original Beneficiary.

COMPLIANCE BURDEN. Lender is not responsible for any impossibility or other difficulty in achieving strict compliance with the requirements of this Letter of Credit precisely as written. Beneficiary understands and acknowledges: (i) that unless and until the present wording of this Letter of Credit is amended with Lender's prior written consent, the burden of complying strictly with such wording remains solely upon Beneficiary, and (ii) that Lender is relying upon the lack of such amendment as constituting Beneficiary's initial and continued approval of such wording.

NON-SEVERABILITY. If any aspect of this Letter of Credit is ever declared unenforceable for any reason by any court or governmental body having jurisdiction, Lender's entire engagement under this Letter of Credit shall be deemed null and void ab initio, and both Lender and Beneficiary shall be restored to the position each would have occupied with all rights available as though this Letter of Credit had never occurred. This non-severability provision shall override all other provisions in this Letter of Credit, no matter where such provision appears within this Letter of Credit.

GOVERNING LAW. This Agreement will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Indiana without regard to its conflicts of law provisions, and except to the extent such laws are inconsistent with the 2007 Revision of the Uniform Customs and Practice for Documentary Credits of the International Chamber of Commerce, ICC Publication No. 600. This Agreement has been accepted by Lender in the State of Indiana.

EXPIRATION. Lender hereby agrees with Beneficiary that drafts drawn under and in compliance with the terms of this Letter of Credit will be duly honored if presented to Lender on or before the Expiration Date unless otherwise provided for above.

Dated: November 7, 2025

LENDER:

FIRST STATE BANK OF MIDDLEBURY

By: 

Dana Trowbridge, Senior Vice President

ENDORSEMENT OF DRAFTS DRAWN:

Date	Negotiated By	Amount In Words	Amount In Figures
------	---------------	--------------------	----------------------

EXHIBIT D

CERTIFICATE OF INSURANCE

**BOARD OF PUBLIC WORKS
AGENDA ITEM REVIEW REQUEST FORM**

Date: 5/27/2026
 Name: Charlie Brach Department of Public Works – Engineering Division
 BPW Date: 6/9/2026 Phone Extension: 9246

Required Prior to Submittal to Board

BPW Attorney	<input checked="" type="checkbox"/>	Attorney Name
Dept. Attorney	<input type="checkbox"/>	Attorney Name
Purchasing	<input type="checkbox"/>	_____

Check the Appropriate Item Type – Required for All Submissions

<input type="checkbox"/> Professional Services Agreement	<input type="checkbox"/> Contract	<input type="checkbox"/> Proposal
<input type="checkbox"/> Open Market Contract	<input type="checkbox"/> Amendment/Addendum	<input type="checkbox"/> Special Purchase, QPA
<input type="checkbox"/> Bid Opening	<input type="checkbox"/> Bid Award	<input type="checkbox"/> Req. to Advertise <input type="checkbox"/> Title Sheet
<input type="checkbox"/> Quote Opening	<input type="checkbox"/> Quote Award	<input type="checkbox"/> Reject Bids/Quotes
<input type="checkbox"/> Proposal Opening	<input type="checkbox"/> C/O & PCA No. _____	<input type="checkbox"/> PCA
<input type="checkbox"/> Chg. Order, No. _____	<input type="checkbox"/> Traffic Control	<input type="checkbox"/> Resolution
<input checked="" type="checkbox"/> Other: Sewer Extension Agreement		<input type="checkbox"/> Ease./Encroach

Required Information

Company or Vendor Name	<u>Coorsmith Properties LLC</u>
New Vendor	<input type="checkbox"/> Yes <input type="checkbox"/> If Yes, Approved by Purchasing <input checked="" type="checkbox"/> No
MBE/WBE Contractor	<input type="checkbox"/> MBE <input type="checkbox"/> WBE Completed E-Verify Form Attached <input type="checkbox"/> Yes <input type="checkbox"/> No
Project Name	<u>Cottages on Arthur</u>
Project Number	<u>DP25-027</u>
Funding Source	<u>N/A</u>
Account No.	<u>N/A</u>
Amount	<u>N/A</u>
Terms of Contract	<u>N/A</u>
Special Contract Provisions	<u>N/A</u>
Purpose/Description	<u>Sewer extension agreement for the Cottages on Arthur Development to extend sewer to new houses that will front Arthur Street, which does not have sewer. Sewer will be extended along the back of the properties. There is a title sheet to sign with this.</u>

For Change Orders Only

Amount of	<input type="checkbox"/> Increase	\$ _____
	<input type="checkbox"/> Decrease	(\$ _____)
Previous Amount		\$ _____
Current Percent of Change:	Increase	_____ %
	Decrease	(_____ %)
New Amount		\$ _____
Total Percent of Change:	Increase	_____ %
	Decrease	(_____ %)
Time Extension Amount:		_____
New Completion Date:		_____