



Board of Public Works & Safety and Stormwater Board

Regular Meeting Agenda

2:00 p.m., Oct. 17, 2022

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

To access online streaming of the meeting, go to <https://goshenindiana.org/calendar>

Call to Order by Acting Chair Mike Landis

Approval of Minutes: Oct. 10, 2022

Approval of Agenda

1) Police Department: Extend a conditional offer of employment to Daniil V. Shendel as a probationary patrol officer and authorize Mayor to execute the conditional offer of employment

2) Downtown Goshen, Inc. request: Closure of a portion of Washington Street on Dec. 2, 2022 for the annual lighting of the City Christmas Tree

3) Water & Sewer Department: Request for partial closure of 6th Street to replace a sewer lateral, Oct. 19-21, 2022

4) Water & Sewer Department: Request for partial closure of 7th Street to replace a sewer lateral, Oct. 18-21, 2022

5) Legal Department: Agreement for the placement of AmeriCorps members with the City Department of Environmental Resilience

6) Legal Department: Approve and authorize Mayor Stutsman to execute the agreement with Stone Ridge Landscaping, Inc. to upgrade and install handicap and EV parking spaces

7) Engineering Department: Request for the partial closure of Jackson Street, Oct 18-21, 2022, for sanitary, water, and paving work

8) Engineering Department: Request for the partial closure of Indiana Avenue, Oct. 19-21, 2022, for work at the new Vequity Medical facility

Privilege of the Floor

Approval of Civil City and Utility Claims

Adjournment



**BOARD OF PUBLIC WORKS & SAFETY & STORMWATER BOARD
MINUTES OF THE OCTOBER 10, 2022 REGULAR MEETING**

Convened at 2 p.m. at the Goshen Police & Court Building, 111 East Jefferson St., Goshen, Indiana

Present: Mayor Jeremy Stutsman and members Mike Landis, DeWayne Riouse and Barb Swartley

Absent: Mary Nichols

CALL TO ORDER: Mayor Stutsman called the meeting to order at 2:02 p.m.

REVIEW/APPROVE MINUTES: Mayor Stutsman presented the minutes of the Oct. 3, 2022 regular meeting with a correction on the action for agenda item #2, as suggested by Clerk-Treasurer Aguirre. Board member Mike Landis moved to approve the minutes as suggested and the motion was seconded by Board member DeWayne Riouse. Motion passed 4-0.

REVIEW/APPROVE AGENDA: Mayor Stutsman presented the meeting agenda with the addition of new item #6. *ENGINEERING DEPARTMENT: Request to partially close Johnston Street, Oct. 11-15, 2022.* Board member Landis moved to approve the agenda as suggested and Board member Riouse seconded the motion. Motion passed 4-0.

1) Police Department: Promotion of Austin M. Everage from Sergeant to Lieutenant, retroactive to Sept. 7, 2022

Goshen Police Chief José Miller asked the Board to approve the promotion of Austin M. Everage from the rank of Sergeant to the rank of Lieutenant.

Chief Miller said a recent Lieutenant position opened up on patrol and Everage has been selected to fill the vacancy. He asked to have the promotion be retroactive to Friday, Sept. 7, 2022.

Landis/Riouse moved to approve the promotion of Austin M. Everage from the rank of Sergeant to the rank of Lieutenant, retroactive to Sept. 7, 2022. Motion passed 4-0.

After his approval, Mayor Stutsman swore Austin M. Everage into office as a Goshen Police Lieutenant.

2) Legal Department: Agreement with Koorsen Fire and Security, Inc. for 5-year FCD Hydro sprinkler system inspection

Shannon Marks, the Legal Compliance Administrator for the City Legal Department, asked the Board to approve and authorize Mayor Stutsman to execute the agreement with Koorsen Fire and Security, Inc. regarding the five-year FCD Hydro sprinkler system inspection at a cost of \$495 for this one-time service.

The inspection and work at the City Street Department will include draining the fire sprinkler system, inspecting and installing new components, testing the system and refilling the sprinkler system and checking for leaks.

Landis/Riouse moved to approve and authorize Mayor Stutsman to execute the agreement with Koorsen Fire and Security, Inc. regarding the five-year FCD Hydro sprinkler system inspection at a cost of \$495 for this one-time service. Motion passed 4-0.



3) Legal Department: Agreement with Cummins Sales and Service, Inc., for maintenance of generators at multiple city sites

Carla Newcomer, a paralegal with the City Legal Department, asked the Board to approve and execute the agreement with Cummins Sales and Service, Inc., for the maintenance of generators at multiple city sites. Cummins Sales and Service, Inc. will be paid \$26,789.77 for the service.

The company's duties under the agreement include: maintenance inspection with oil samples; full maintenance service and full maintenance service with a 2-hour load bank test. The work will take place at 26 City locations.

Landis/Riouse moved to approve and execute the agreement with Cummins Sales and Service, Inc., for the maintenance of generators at multiple city sites. Cummins Sales and Service, Inc. will be paid \$26,789.77 for the service. Motion passed 4-0.

4) Legal Department: Amended agreement with Abonmarche Consultants, Inc. for an expanded drainage study adjacent to the Keaffaber property, located between Berkey Avenue and SR 119

City Attorney Bodie Stegelmann asked the Board to approve and authorize Mayor Stutsman to execute Amendment No. 1 to the Agreement with Abonmarche Consultants, Inc., for the expansion of services for a drainage study on the Keaffaber property, which is located between Berkey Avenue and SR 119, to include the Humbarger and Pollock property at an additional cost \$6,500. This is in addition to \$18,800 for the field Survey and Drainage Study already under contract.

On June 27, 2022, the Board approved and executed an agreement with Abonmarche for the Cherry Creek Drainage Study. It was agreed Abonmarche would be paid a lump sum amount of \$18,800 for a survey, study and report on the Keaffaber property, which is adjacent to Westoria Subdivision and Goshen Intermediate School. The subject 75-acre property consists of four (4) parcels containing open farmland and woods. The property is proposed to include a mixed-use residential development tentatively called "Cherry Creek, Goshen."

Note: The City Attorney distributed to the Board copies of Professional Services Agreement #1 (Scope of Services) between the City of Goshen and Abonmarche Consultants for the expansion of services of the drainage study of the Keaffaber Property (EXHIBIT #1), which was mistakenly omitted from the Board's agenda packet.

Board member Landis asked how the amended agreement came about. City Director of Public Works & Utilities Dustin Sailor said during its work, Abonmarche staff determined that to complete its field survey and drainage study, it was advisable to expand the area being evaluated.

Landis/Riouse moved to approve and authorize Mayor Stutsman to execute Amendment No. 1 to the Agreement with Abonmarche Consultants, Inc., for the expansion of services for a drainage study on the Keaffaber property located between Berkey Avenue and SR 119 to include the Humbarger and Pollock property at an additional cost \$6,500. Motion passed 4-0.

5) Legal Department: Agreement with The Davenport Group USA, Ltd for software implementation services

Carla Newcomer, a paralegal with the City Legal Department, asked the Board to approve and execute the agreement with The Davenport Group USA, Ltd., for software implementation services. The company will be paid an hourly rate not to exceed \$6,696.00 for the services.

Newcomer added that on-site training may be added to the agreement at an additional cost at some point.

Davenport will provide software configuration, programming, testing, setup, and project management, and other tasks related to configuring the LAMA (LAnd MAnagement) software for the City's ordinance violation bureau.



Davenport will implement workflows, forms, code sections, tiers, and fees in Lama to address the requirements of the City's three code enforcement officers who are currently licensed users in LAMA. Additional LAMA user licenses may be required for users that do not currently use this software.

NOTE: Before the meeting, City Paralegal Carla Newcomer provided the Board with a revised copy of the agreement between the City of Goshen and The Davenport Group USA, Ltd for software implementation services (**EXHIBIT #2**).

Board member Landis asked about the projected cost of the project and how the company developed its estimate.

City Attorney Stegelmann said he believes the company estimated the number of hours considered necessary to complete the project, but that the Legal Department doesn't review the actual claims. **City Director of Public Works & Utilities Dustin Sailor** said the company bills per hour instead of a fixed fee. Asked by Landis if the Department monitors the hours to make sure they are not exceeded, Sailor said the Engineering Department does that. In response to another question from Landis, Sailor said some companies do charge less than the maximum allowed.

Landis/Riouse moved to approve and execute the agreement with The Davenport Group USA, Ltd., for software implementation services. Motion passed 4-0.

Landis/Riouse moved to approve and execute the agreement with The Davenport Group USA, Ltd., for software implementation services. Motion passed 4-0.

6) ENGINEERING DEPARTMENT: Request to partially close Johnston Street, Oct. 11-15, 2022

City Director of Public Works & Utilities Dustin Sailor asked the Board to approve the closure of Johnston Street, just west of Woodridge Court, from Oct. 11 to Oct. 15, 2022.

Sailor said Ritschard Brothers construction requested the closure to install a new sewer tap for the Green Oaks Assisted Living site development. He said traffic will be detoured via Main Street, Wilden Avenue and Michigan Avenue.

Note: Before the meeting, City Director of Public Works & Utilities Dustin Sailor provided the Board with a memorandum from the Engineering Department requesting that the Board approve the closure of Johnston Street, just west of Woodridge Court, from Oct. 11 to Oct. 15, 2022, to install a new sewer tap for the Green Oaks Assisted Living site development (**EXHIBIT #3**).

Landis/Riouse moved to approve the closure of Johnston Street, just west of Woodridge Court, from Oct. 11 to Oct. 15, 2022. Motion passed 4-0.

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

Mayor Stutsman opened Privilege of the Floor at 2:14 p.m.

Clerk-Treasurer Richard R. Aguirre told the Board that today was the last work day for **Carla Newcomer**, a paralegal with the City Legal Department. He said Newcomer has worked for the City for six years and two months and has provided good service. Aguirre said he didn't want this occasion to pass without some notation of Newcomer's contributions.

Aguirre said that in his 15 months with the City, he has found Newcomer to be a competent, knowledgeable, professional and conscientious employee who has had a hand in hundreds of legal agreements and has coordinated the sometimes frustrating Building Commissioner orders for properties that badly needed repairs or demolition. He said he has been amazed by Newcomer's patience.

On behalf of the Clerk-Treasurer's Office, **Aguirre** said he wanted to acknowledge Carla Newcomer and presented her with a small token of the staff's affection (a bouquet of flowers).

Audience members applauded and Mayor Stutsman thanked Carla Newcomer.



There were no further public comments, so Mayor Stutsman closed Privilege of the Floor at 2:16 p.m.

As all matters before the Board of Public Works & Safety were concluded, board members Mayor Stutsman/Mike Landis moved to approve Civil City and Utility claims and adjourn the meeting. Motion passed 4-0.

Mayor Stutsman adjourned the meeting at 2:16 p.m.

EXHIBIT #1: A copy of the Professional Services Agreement #1 (Scope of Services) between the City of Goshen and Abonmarche Consultants for the expansion of services for a drainage study of the Keaffaber Property. City Attorney Bodie Stegelmann distributed the agreement, which was mistakenly omitted from the Board's agenda packet for item 4) Legal Department: Amended agreement with Abonmarche Consultants, Inc. for an expanded drainage study adjacent to the Keaffaber property, located between Berkey Avenue and SR 119.

EXHIBIT #2: A copy of the revised agreement between the City of Goshen and The Davenport Group USA, Ltd for software implementation services, which City Paralegal Carla Newcomer provided the Board before the meeting for agenda item 5) Legal Department: Agreement with The Davenport Group USA, Ltd for software implementation services.

EXHIBIT #3: A copy of a memorandum from the Engineering Department requesting that the Board approve the closure of Johnston Street, just west of Woodridge Court, from Oct. 11 to Oct. 15, 2022, to install a new sewer tap for the Green Oaks Assisted Living site development. Before the meeting, City Director of Public Works & Utilities Dustin Sailor provided the memorandum for added agenda item 6) ENGINEERING DEPARTMENT: Request to partially close Johnston Street, Oct. 11-15, 2022.

APPROVED

Mayor Jeremy Stutsman



Mike Landis, Member

Mary Nichols, Member

DeWayne Riouse, Member

Barb Swartley, Member

ATTEST

Richard R. Aguirre, City of Goshen Clerk-Treasurer



CITY OF GOSHEN LEGAL DEPARTMENT

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

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

October 17, 2022

To: Board of Public Works and Safety
From: Shannon Marks
Subject: Police Department Conditional Offer of Employment to Daniil V. Shendel

On behalf of the Police Department, it is recommended that the Board extend a conditional offer of employment to Daniil V. Shendel, as well as approve and authorize the Mayor to execute the attached Conditional Offer of Employment Agreement.

The agreement sets forth the conditions that the prospective employee must meet prior to beginning employment with the Police Department as a probationary patrol officer which includes being approved by the board of trustees of the Indiana Public Retirement System for membership to the 1977 Police Officers' and Firefighters' Pension and Disability Fund. Once employed, Daniil will be required to successfully complete all training requirements, including complete the Tier I basic training requirements and obtain certification with the Indiana Law Enforcement Training Board.

The Police Department will request the Board to confirm the offer of employment when a position opening becomes available in the Department.

Suggested motions:

- (1) Move to extend a conditional offer of employment to Daniil V. Shendel as a probationary patrol officer.
- (2) Move to approve and authorize the Mayor to execute the Conditional Offer of Employment Agreement with Daniil V. Shendel.

GOSHEN POLICE DEPARTMENT CONDITIONAL OFFER OF EMPLOYMENT AGREEMENT

THIS AGREEMENT is entered into on _____, 2022, which is the date of the last signature set forth below, by and between **Daniil Vasilyevich Shendel** ("Shendel") and **City of Goshen, Indiana**, acting through the Goshen Board of Public Works and Safety ("City").

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

PREREQUISITES TO BEGINNING EMPLOYMENT

City conditionally offers Shendel employment as a probationary patrol officer of the Goshen Police Department. Shendel accepts City's conditional offer of employment. City does not have a current position available in the Goshen Police Department. City and Shendel understand and agree that the offer of employment is contingent upon the following:

- (1) A personnel vacancy in the Goshen Police Department rank and file must exist. Shendel understands that currently no vacancy exists in the rank and file of the Police Department. Although the Police Department is initiating the pension physical and psychological testing, Shendel understands that no permanent employment will be offered until such time that a personnel vacancy is available and/or additional staffing is hired to increase the number of police officers.
- (2) Shendel must and agrees to submit a complete application for membership to the Indiana Public Retirement System (InPRS) and the 1977 Police Officers' and Firefighters' Pension and Disability Fund (1977 Fund). Shendel understands that the application for membership requires the completion of a comprehensive medical history and the administration and successful passage of the baseline statewide physical examination and baseline statewide mental examination.
- (3) City agrees to pay the initial cost for Shendel to complete the baseline statewide physical examination and baseline statewide mental examination as required by Indiana Code §§ 36-8-8-7(a) and 36-8-8-19. In the event that InPRS requires any additional reports and/or testing to establish physical and mental fitness beyond the baseline statewide physical examination and baseline statewide mental examination requirements, such costs for the additional reports and/or testing shall be at Shendel's expense.
- (4) InPRS will determine whether Shendel has any Class 3 excludable conditions. Shendel understands that if InPRS finds that Shendel has any Class 3 excludable conditions, Shendel will be prevented from receiving certain Class 3 impairment benefits for a certain period of time and will be disqualified from receiving disability benefits from the 1977 Fund throughout Shendel's employment if the disability is related to the Class 3 excludable

condition. In addition, City will review the InPRS findings to determine whether the City's conditional offer of employment will be withdrawn.

- (5) City and Shendel understand that the board of trustees of the InPRS must approve the application for membership to the 1977 Fund. City will confirm its offer of employment to Shendel if the board of trustees of the InPRS approves the application for membership to the 1977 Fund. City's confirmation will occur when a position opening becomes available in the Goshen Police Department. In the event that approval is not given by the board of trustees of the InPRS, City withdraws this conditional offer of employment, and Shendel accepts City's withdrawal and this agreement shall be terminated.

AGREE TO ENROLL AND COMPLETE ALL TRAINING REQUIREMENTS

- (1) As a condition of employment, Shendel is required to successfully complete the pre-basic course required by Indiana Code § 5-2-1-9(e) in order to exercise police powers. Shendel agrees to attend the pre-basic course when instructed to do so, and successfully complete the pre-basic course within sixty (60) days of Shendel's first day of employment with City.
- (2) As a further condition of employment, City shall require and Shendel agrees to attend and successfully complete the basic training requirements established by the Indiana Law Enforcement Training Board at a certified law enforcement academy. Shendel agrees to maintain a physical condition in order to pass the physical entrance standards to the law enforcement academy as established by the Indianan Law Enforcement Training Board.
- (3) Shendel will be paid for the time Shendel spends in the pre-basic course under paragraph (1) and the basic training under paragraph (2). City will pay the cost of the pre-basic course and the basic training one (1) time.
- (4) If Shendel fails to successfully complete the pre-basic course, is unable to pass the physical entrance standards to the law enforcement academy, or fails to successfully complete the basic training requirements at any time within one (1) year of Shendel's first day of employment with City, Shendel's employment with City and the Goshen Police Department shall terminate.

AMENDMENT

This agreement may be amended only by the mutual written consent of the parties and approval by the Goshen Board of Public Works and Safety.

SEVERABILITY

The provisions of this agreement are severable, and if any provision shall be held invalid or unenforceable, in whole or in part, then such invalidity or unenforceability shall affect only such provision, and shall not affect any other provision of this agreement.

INDIANA LAW

This agreement shall be governed by and construed in accordance with the laws of the State of Indiana. Proper venue to enforce the terms and conditions of this agreement shall be in Elkhart County, Indiana.

BINDING EFFECT

This agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors and assigns.

ENTIRE AGREEMENT

This agreement constitutes the entire agreement between the parties, and supersedes all prior negotiations, agreements and understandings between the parties concerning, the subject matter hereof.

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

Daniil Vasilyevich Shendel

Date: _____

Jeremy P. Stutsman, Mayor
City of Goshen, Indiana

Date: _____



324 S Main St. Goshen, IN 46528
amanda@eyedart.com
(574) 238-6143

Board of Works Request

Oct 11, 2022

Downtown Goshen Inc. is requesting a small street closure for the lighting of the Christmas tree during First Fridays on December 2nd from 6:15 pm to 7 pm for the safety of guests attending the event.

1. What parking spaces/streets do you want to close/use? We request the closure of the half block of Washington Street from Main Street going west to the alley.
2. Why do you want to close them? What activities will take place? First Friday tree lighting
3. When do you want to start the closure, and when will the closure end? 6:15 pm - 7 pm on December 2nd, 2022.
4. Are there any affected businesses, and are they supportive of your request to close the parking spaces? There are businesses on the street affected by the closure. They will be informed of our intent to attend the next Board of Works meeting in case of any concerns.
5. Do you require any barricades from the Street Department to accomplish the closure for your event? We will require barricades to block both ends of the closure.

Thank you for your consideration.

Amanda McMahon
Event Coordinator
Eyedart Creative Studios



Kent Holdren, Superintendent
WATER UTILITY, CITY OF GOSHEN
308 North Fifth Street • Goshen, IN 46528-2802

Phone (574) 534-5306 • Fax (574) 534-4281 • TDD (574) 534-3185
kentholdren@goshencity.com • www.goshenindiana.org

10/17/2022

Request for Road Closure on South 6th Street.

To the Board of Public Works and Safety and Storm Water;

The City of Goshen Water and Sewer Department will be replacing a sewer lateral at 410 South 6th Street. The work will require excavation of the road, with a trench that will be approximately 10' feet in depth. For the safety of the work crews and the public, the City is requesting permission to close South 6th Street to thru traffic, between East Madison Street and East Monroe Street, on Wednesday 10/19/2022, starting 8:00 am, and reopening for traffic on Friday afternoon 10/21/2022.

We will notify Goshen Schools, EMS and insure that the garbage is moved to the appropriate location for pick up.

Regards;

A handwritten signature in black ink, appearing to read "Kent Holdren", written over a horizontal line.

Kent Holdren
Superintendent of Goshen Water Department



Kent Holdren, Superintendent
WATER UTILITY, CITY OF GOSHEN
308 North Fifth Street • Goshen, IN 46528-2802

Phone (574) 534-5306 • Fax (574) 534-4281 • TDD (574) 534-3185
kentholdren@goshencity.com • www.goshenindiana.org

10/17/2022

Request for Road Closure on South 7th Street.

To the Board of Public Works and Safety and Storm Water;

The City of Goshen Water and Sewer Department will be replacing a sewer lateral at 419 South 7th Street. The work will require excavation of the road, with a trench that will be approximately 10' feet in depth. For the safety of the work crews and the public, the City is requesting permission to close South 7th Street to thru traffic, between East Madison Street and East Monroe Street, on Tuesday 10/18/2022, starting 8:00 am, and reopening for traffic on Friday afternoon 10/21/2022.

We will notify Goshen Schools, EMS and insure that the garbage is moved to the appropriate location for pick up.

Regards;

A handwritten signature in black ink, appearing to read "Kent Holdren".

Kent Holdren
Superintendent of Goshen Water Department



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

To: Board of Public Works and Safety
From: Bodie J. Stegelmann
Subject: Agreement for Placement of AmeriCorps Members
Date: October 17, 2022

Attached for the Board's approval and authorization for the Board's presiding officer to execute is an agreement with MACOG for the placement of 1.5 MSY (member service year) AmeriCorps Members for the 2022-23 Program year to work in the Department of Environmental Resilience. The City will pay MACOG Eleven Thousand Dollars (\$11,000.00) per MSY for the AmeriCorps Members assigned to the City.

Suggested Motion:

Approve the AmeriCorps at MACOG Service Site Organization Agreement with MACOG providing 1.5 AmeriCorps Member Service Years for the 2022-2023 Service Year in the amount of Sixteen Thousand Five Hundred Dollars (\$16,5000.00) and authorize the Board's presiding officer to execute the Agreement.

AmeriCorps at MACOG

SERVICE SITE ORGANIZATION AGREEMENT

This agreement is entered into for the Program Year 2022 – 2023, between the Service Site Organization: City of Goshen, Indiana, a municipal corporation and political subdivision of the State of Indiana, acting through the Goshen Board of Public Works and Safety (hereafter referred to as “the Organization”) and the AmeriCorps at MACOG Program (hereafter referred to as “the Program”).

I. Terms of the Contract

- A. AmeriCorps members will begin service on or after October 3, 2022 and complete the required number of service and training hours no later than August 31, 2023 as shown in the chart below.

Member Type	MSY (Member Service Year)	Total Number of Hours	Minimum number of training hours (12%)	Maximum number of training hours (20%)	Maximum number of fundraising hours (10%)
Full-time	1.0	1700	204	340	170
Three Quarter Time	0.7	1200	144	240	120
Half-Time	0.5	900	108	180	90
Reduced Half-time	0.38	675	81	135	67.5
Quarter-Time	0.26	450	54	90	45
Minimum Time	0.21	300	36	60	30

II. Program Role and Responsibilities

MACOG will:

- A. Pay AmeriCorps members’ living allowances on a bi-weekly schedule.
- B. Serve as the primary provider of training and technical assistance for members throughout the program year. Such assistance includes:
1. Recruit AmeriCorps members for placement at the Service Site; Service Sites will share the cost of advertising in newspapers for applicants.
 2. Perform criminal background checks on all members.
 3. Develop and implement training sessions, member meetings, and community service projects, and coordinate with the Serve Indiana and Indiana AmeriCorps Director Association for statewide member events;
 4. Conduct Service Site visits with the Program Director at a minimum bi-annually;

5. Provide uniforms and other service gear for members; and
 6. Provide other support and assistance as needed to Service Sites and members.
- C.** Provide an AmeriCorps orientation for members and Service Site staff. Participants will receive information and training on:
1. Instruction on time and activity reporting, and other documentation on AmeriCorps and Program personnel policies and grievance procedures;
 2. The AmeriCorps and the National Service movement and the Program operation, goals and objectives; and
 3. Supervision of members.
- D.** Develop and distribute forms for the effective evaluation and continuous improvement of the program, including time and activity reports, monthly, semi-annual and annual reports, member evaluations, and training session evaluations.
- E.** Maintain and update member service records including logs of hours served and training hours, and all enrollment, eligibility, member agreements, status changes and exit forms as required by the Corporation for National Service.
- F.** Provide accounting and fiscal management services.

III. Service Site Roles and Responsibilities

The Organization agrees to:

- A.** Serve as a Service Site for one or more AmeriCorps members (1.5 MSY (member service year) will be assigned to Organization).
- B.** Provide full and complete supervision for the AmeriCorps member(s) assigned in accordance with its own policies and procedures, the policies and procedures of the AmeriCorps at MACOG program and AmeriCorps (Head Quarters). Supervision includes developing a service plan at the beginning of the program year that clearly defines the number of hours of service to be assigned each week, and dates the Service Site will be closed because of holidays or vacations. If the hours to be served will vary because of different programming for the school year and for the summer, this should also be included in the work plan. Each member should receive a copy of the plan and a copy should also be submitted to the Program Director to include in member files.

If the Service Site is not able to provide enough hours for the member to complete the required AmeriCorps terms of service, the Program Director should be informed, and consulted about secondary sites where the member can serve to fulfill requirements.

- C.** Participate in all planning, training, evaluation and reporting activities required by the program to meet the requirements as a grantee of the AmeriCorps Service Site Agreement.
- D.** Complete mid-year and year end evaluations of the organization's assigned member(s), verifying the accuracy of member time and activity reports and monthly reports, and ensuring timely submission of these reports to the Program Director.

- E. Submit time sheets the week after the completion of each pay period and the monthly reports are due the week following the end of each month.
- F. Oversee and assist members in timely completion of pre- and post-tests and participant surveys, and to tabulate the results at the end of the program year. Results should then be forwarded to the Program Director.
 - Failure to meet obligations as a Service Site can lead to termination of service by AmeriCorps members to the organization.
- G. Allow members time off from their Service Site responsibilities to attend the required meetings and training sessions scheduled by the Program which meet the Member Development Performance Measures described in the grant.
- H. Allow members to participate in the Program's community service projects, to meet the environmental stewardship and economic resiliency objectives described in the grant, and allow members to attend the state wide member events.
- I. Pay MACOG those moneys necessary to meet the Program's Service Site Fee for agreed costs as they may apply to the member(s) serving the organization. The Service Site Fee for 2022-2023 is \$11,000 per MSY (Member Service Year), billed quarterly. **Federal dollars cannot be used as the source for the cash match.**
- J. Provide insurance coverage necessary to protect the organization and the AmeriCorps member(s) serving it from liability claims and errors and omissions related to service to the organization. Workmen's Compensation coverage will be provided for members through the policies of MACOG.
- K. Provide the first recourse to the member(s) assigned to it for resolution of disputes or grievances related to service with the organization. Cooperate with grievance procedures in Member Agreements between a member assigned to the Service Site and MACOG.

Whenever a problem develops related to a member's job performance, the Service Site supervisor should address performance concerns with the member. If the performance doesn't improve, the supervisor should provide the member and the AmeriCorps Program Director with a written statement specifying necessary areas of improvement. If performance doesn't improve, the Program Director should be consulted and meet with the supervisor and the member to resolve the issues. A written statement describing the areas of improvement needed and a setting a probationary period should be signed by all parties. The Service Site should also determine if staff can help the member to improve performance through additional training, instruction or support. At the end of the probationary period a meeting with the member should be set to evaluate performance and if there is no evidence of improvement a decision will be made whether to extend the probationary period, or to terminate the member's placement at that Service Site.

- L. Act at all times in accordance with all applicable state and federal laws and regulations pertaining to AmeriCorps (including the Drug Free Workplace Act) and agrees not to ask members to participate in activities prohibited for AmeriCorps members. Prohibited activities include:
 - 1. In general, performing or assisting in the organization's fund raising activities; however AmeriCorps members may receive direct service credit hours for

activities related to fundraising, but only to the extent that those activities satisfy all five of the following:

- a) Provide immediate and direct support to a specific and direct service activity;
 - b) Fall within the program's approved direct service objectives;
 - c) Are not the primary activity of the program;
 - d) Do not involve financial campaigns, endowment drives, solicitation of gifts and bequests, or similar activities designed for the sole purpose of raising capital or obtaining financial contributions for the organization; and
 - e) Do not involve significant amounts of time for any member.
2. Performing or assisting in grant writing except as indicated in the Section V of this Agreement.
 3. Performing clerical or receptionist duties;
 4. Any effort to influence legislation;
 5. Organizing or participating in protests, petitions, boycotts or strikes;
 6. Assisting, promoting, or deterring union organizing; Impairing existing contracts for services or collective bargaining agreements;
 7. Engaging in partisan political activities, or other activities designed to influence the outcome of an election to any political office;
 8. Participating in or endorsing, events or activities which are likely to include advocacy for or against political platforms, political candidates, proposed legislation or elected officials;
 9. Engaging in religious instruction, conducting worship services, providing instruction as part of a program that includes mandatory religious education or worship, constructing or operating facilities devoted to religious instruction or worship, maintaining facilities primarily or inherently devoted to religious instruction or worship, or engaging in any form of religious proselytizing.
 10. Providing a direct benefit to (1) a business organized for profit, (2) a labor union, (3) a partisan political organization, (4) a non profit organization that fails to comply with the restrictions contained in Sec. 501(c) of the Internal Revenue Code of 1986, and (5) an organization engaged in the religious activities described above, unless Corporation assistance is not used to support those religious activities;
 11. Discriminating against any person because of age, race, religion, color, disability, sex, marital status, physical condition, arrest or conviction record, drug abuse, alcohol abuse or alcoholism, developmental disability as defined in s. 51.01(5), sexual orientation, ancestry, or national origin; and
 12. The manufacture, distribution, dispensation, possession, or use of a controlled substance.

M. Abide by the AmeriCorps Provisions 33 (c) regarding non-displacement as if the "Grantee" referred to therein were the Service Site. The prohibitions are as follows:

1. **Prohibition on displacing an employee or position.** The Grantee may not displace an employee or position, including partial displacement such as reduction in hours, wages or employment benefits, as a result of the use by such employer of a member in a Program or project.
2. **Prohibition on selecting an employee for participation.** The grantee may not select a member who is employed by the Grantee or who was employed by the Grantee in the previous six months, unless the Corporation waives this requirement upon sufficient demonstration of non-displacement.

3. **Prohibition on promotional infringement.** The grantee may not create a community service opportunity that will infringe in any manner on the promotional opportunity of an employed individual.
4. **Prohibition on displacing employee services, duties or activities.** A member in a Program or project may not perform any services or duties, or engage in activities that would otherwise be performed by an employee, as part of the assigned duties of such employee.
5. **Prohibition on supplanting, hiring or infringing on recall rights.** A member in a Program or project may not perform any services or duties or engage in activities, that:
 - a) Will supplant the hiring of employed workers; or
 - b) Are the services, duties or activities with respect to which an individual has recall rights pursuant to a collective bargaining agreement or applicable personnel procedures.
6. **Other prohibitions.** A member in a Program or project may not perform services or duties that have been performed by or were assigned to any:
 - a) Presently employed worker;
 - b) Employee who recently resigned or was discharged;
 - c) Employee who is subject to a reduction in force or who has recall rights pursuant to a collective bargaining agreement or applicable personnel procedures;
 - d) Employee who is on leave (terminal, temporary, vacation, emergency or sick); or
 - e) Employee who is on strike or is being locked out.

- N. No fewer than 12% and no more than 20% of the aggregate of all AmeriCorps member service hours in a Program may be spent in education, training or other non-direct activities.

IV. Standards of Service

AmeriCorps members are expected to conduct themselves and their affairs in a manner that is honest, ethical, and which brings good credit to themselves, the organization they serve, and AmeriCorps. Their service can be terminated for cause, or suspended if they engage in activities in section E, above, or in activities that bring discredit to the AmeriCorps program or the organization they serve, if their performance does not meet acceptable standards of the organization being served, or if they fail to meet their obligations to support activities of the AmeriCorps at MACOG Program. The Service Site and the supervisor are expected to provide oversight concerning such matters for the member(s) assigned, and to be in immediate contact with the Program Director when there is any question concerning member performance or conduct.

V. Fund Raising

A. Approved Member Activities. Members may raise funds directly in support of service activities that meet local, environmental, educational, public safety, homeland security or other human needs. Examples of fund raising activities members may perform include, but are not limited to the following:

- Seeking donations of books from companies and individuals for a program in which volunteers tutor children to read.
- Writing a grant proposal to a foundation to secure resources to support the training of volunteers.

- Securing supplies and equipment from the community to enable volunteers to help build houses for low-income individuals.
- Securing financial resources from the community to assist a faith-based or community-based organization in launching or expanding a program that provides social services to the members of the community and is delivered, in whole or in part, through the members of the faith-based organization.
- Seeking a donation from alumni of the program for specific service projects being performed by current members.

B. Prohibited Member Activities. A member's service activities may not include the following:

- Raising funds for his or her living allowance.
- Raising funds for an organization's operating expenses or endowment.
- Writing grant applications for AmeriCorps funding or for any other funding provided by the Corporation for National and Community Service.
- Writing grant applications for funding provided by any other federal agencies.

Fundraising activities that are allowable under this Agreement may not exceed 10% of a member's service time.

VI. Grievance Procedure

Grievance procedures have been established by the AmeriCorps program to resolve disputes involving AmeriCorps Members, labor unions, and any other interested individual concerning the AmeriCorps program. If a grievance is filed regarding a proposed placement of a participant such placement must not be made unless the placement is consistent with the resolution of the grievance.

Pre-Complaint Process

In general, all aggrieved parties such as members, applicants, or any other interested parties should attempt to resolve any problems or disputes with the other party on a one-to-one basis.

In the event that informal efforts to resolve disputes are unsuccessful, the aggrieved party may request that the program provide an Alternative Dispute Resolution process (ADR) such as mediation or facilitation to resolve the dispute. ADR proceedings must be initiated within 45 calendar days of the alleged occurrence. At the initial session of the dispute resolution proceedings, the party must be advised in writing of his or her right to file a grievance and right to arbitration. If the matter is resolved, and a written agreement is reached, the party will agree to forgo filing a grievance on the matter under consideration.

If mediation, facilitation, or other ADR processes are selected, the process must be aided by a neutral party who may not compel a resolution. Proceedings before the neutral party must be informal, and the rules of evidence do not apply. Apart from a written and agreed-upon dispute resolution agreement, the proceedings must be confidential. If the matter is not resolved within 30 calendar days from the date the ADR began, the neutral party must inform the aggrieving party of the right to file a grievance. In the event an aggrieving party files a grievance, the neutral party may not participate in the formal complaint process, and no communications or proceedings from the ADR may be referred to or introduced into evidence at the grievance and arbitration hearing. Any decision by the neutral party is advisory and is not binding unless both parties agree.

Formal Complaint Process

The aggrieved party may request a grievance hearing without participating in ADR or if the ADR process fails to facilitate a mutually agreeable resolution. The aggrieved party should make a written request for a hearing to:

Amber Werner, AmeriCorps Program Director
Michiana Area Council of Governments

The address is:

227 W Jefferson Blvd, Suite 1120
South Bend, IN 46601
awerner@macog.com

In the event that the grievance is against the individual listed above, the aggrieved party should make a written request for a hearing to:

James Turnwald, Executive Director
Michiana Area Council of Governments
227 W Jefferson Blvd, Suite 1120
South Bend, IN 46601
jturnwald@macog.com

Except for a grievance that alleges fraud or criminal activity, a request for a grievance hearing must be made within one year after the date of the alleged occurrence. The hearing must be conducted no later than 30 calendar days after the filing of the grievance, and a written decision must be made no later than 60 calendar days after the filing. The person conducting the grievance hearing may not have participated in any previous decisions concerning the issue in dispute.

Arbitration

An aggrieved party may request binding arbitration if a grievance hearing decision is averse to the aggrieved party or if no decision has been reached within 60 days of the filing of the grievance. The arbitrator must be independent of the interested parties and the interested parties must jointly select the arbitrator. If the parties cannot agree on an arbitrator within 15 calendar days after receiving a request from one of the disputing parties, the AmeriCorps' Chief Executive Officer (CEO) will appoint an arbitrator from a list of qualified arbitrators. An arbitration proceeding must be held no later than 45 calendar days after the request for arbitration, or, if the arbitrator is appointed by the Chief Executive Officer, the proceeding must occur no later than 30 calendar days after the arbitrator's appointment. A decision must be made by the arbitrator no later than 30 calendar days after the date arbitration commences. The cost of the arbitration proceeding must be divided evenly between the parties to the arbitration. If, however, a participant, labor organization, or other interested individual prevails under a binding arbitration proceeding, the state or local applicant that is party to the grievance must pay the total cost of the proceeding and the attorney's fees of the prevailing party.

Suspension of placement

If a grievance is filed regarding a proposed placement of a participant in a program that receives assistance under this chapter, such placement must not be made unless the placement is consistent with the resolution of the grievance.

Remedies for a grievance filed under a procedure established by a recipient of Corporation assistance may include:

1. Prohibition of a placement of a participant

2. In grievance cases where there is a violation of non-duplication or non-displacement requirements and the employer of the displaced employee is the recipient of Corporation assistance—
3. Reinstatement of the employee to the position he or she held prior to the displacement;
4. Payment of lost wages and benefits;
5. Re-establishment of other relevant terms, conditions and privileges of employment;
6. Any other equitable relief that is necessary to correct any violation of the non-duplication or non-displacement requirements or to make the displaced employee whole.

The Corporation may suspend or terminate payments for assistance under this chapter. A suit to enforce arbitration awards may be brought in any Federal district court having jurisdiction over the parties without regard to the amount in controversy or the parties' citizenship.

VII. Authorization

The Service Site Organization and MACOG hereby acknowledge by their signatures that they have read, understood, and agreed to the terms of this document.

For the Service Site Organization:

Authorized Signature: _____ Date: _____

Printed Name: _____ Title: _____

For MACOG:

Authorized Signature: _____ Date: _____

Printed Name: _____ Title: _____



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

October 17, 2022

To: Board of Public Works and Safety

From: Brandy L. Toms

Subject: Agreement for Services With Stone Ridge Landscaping, Inc. to Upgrade and Install Handicap and EV Parking Spaces in a Public Parking Lot Located South of Lincoln Avenue and East Of Water Street

Attached for the Board's approval and to authorize Mayor Stutsman to execute is an agreement with Stone Ridge Landscaping, Inc. to upgrade and install handicap and EV parking spaces in a public parking lot located south of Lincoln Avenue and east of Water Street. Stone Ridge Landscaping will be utilizing paver stones the City already has and will be paid \$4,473.14 for the services.

Suggested Motion:

Approve and authorize Mayor Stutsman to execute the agreement with Stone Ridge Landscaping, Inc. to upgrade and install handicap and EV parking spaces in a public parking lot located south of Lincoln Avenue and east of Water Street utilizing materials the City has at a cost of \$4,473.14.

AGREEMENT

Upgrade and Install Handicap Parking Space in Public Parking Lot Located South of Lincoln Avenue and East of Water Street

THIS AGREEMENT is entered into on _____, 2022, which is the last signature date set forth below, by and between **Stone Ridge Landscaping, Inc.** (“Contractor”), whose mailing address is 21665 County Road 45, Goshen, IN 46528, and **City of Goshen, Indiana**, a municipal corporation and political subdivision of the State of Indiana acting through the Goshen Board of Public Works and Safety Commission (“City”).

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

Section 1. Contractor Duties

Contractor shall provide City the following work which shall include the provision of all labor, supplies, materials, tools, equipment, supervision, insurance and all other items necessary to upgrade and install handicap parking space in public parking lot located south of Lincoln Avenue and east of Water Street (hereinafter referred to as “Duties”). Contractor’s Duties under this agreement include:

- (A) All work is to be completed according to the project specifications attached as Exhibit A to this agreement.
- (B) Contractor is to reuse pavers the City of Goshen has available from either what is removed for this project or what is currently in storage located at 475 Steury Avenue, Goshen, Indiana.

Section 2. 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 complete all Duties by before December 15, 2022.

Section 3. Compensation

- (A) City agrees to compensate Contractor the sum of Four Thousand Four Hundred Seventy-Three Dollars and Fourteen Cents (\$4,473.14) for performing all Duties.

Section 4. Payment

- (A) Payment shall be upon City's receipt of a detailed invoice from Contractor. The invoice shall be sent to the following address, or at such other address as City may designate in writing.

City of Goshen
c/o Department of Environmental Resilience
410 West Plymouth Avenue
Goshen, IN 46526

- (B) Payment will be made within forty-five (45) days following City's receipt of the invoice. If any dispute arises, the undisputed amount will be paid. Payment is deemed to be made on the date of mailing the check.
- (C) 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 5. Licensing/Certification Standards

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

Section 6. Inspection

A representative from the City of Goshen's Engineering and Environmental Resilience Departments shall inspect all work completed immediately upon completion of project and prior to generation of any invoice.

Section 7. Independent Contractor

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

Section 8. Non-Discrimination

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

Section 9. Employment Eligibility Verification

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

Section 10. Contracting with Relatives

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

Section 11. No Investment Activities in Iran

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

Section 12. Indemnification

Contractor shall indemnify and hold harmless the City of Goshen and City's agents, officers, and employees from and against any and all liability, obligations, claims, actions, causes of action, judgments, liens, damages, penalties or injuries arising out of any intentional, reckless or negligent act or omission by Contractor or any of Contractor's agents, officers and employees during the performance of work under

this agreement. Such indemnity shall include reasonable attorney's fees and all reasonable litigation costs and other expenses incurred by City only if Contractor is determined liable to the City for any intentional, reckless or negligent act or omission in a judicial proceeding, and shall not be limited by the amount of insurance coverage required under this agreement.

Section 13. 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 14. Default

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

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

Section 15. 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 work completed 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 16. 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: Stone Ridge Landscaping
Attention: Josh Welker
21665 County Road 45
Goshen, IN 46528

Section 17. 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 18. 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 19. 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 20. 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 work. Failure to do so may be deemed a material breach of agreement.

Section 21. 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 22. 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 23. 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 24. Entire Agreement

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

Section 25. Authority to Bind Contractor

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

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

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

Stone Ridge Landscaping, Inc.

Jeremy P. Stutsman, Mayor

Printed: _____

Title: _____

Date Signed: _____

Date Signed: _____

Permeable Parking Lot Restriping – Public Parking Lot on Water Street

Location: The Goshen Public parking lot is located south of Lincoln Ave and east of Water St (location map attached).

Project Timeline: Must be completed by 12-15-2022

Requirements: Contractor is required to reuse the (9" x 4 ½") pavers currently placed on site and those that are left over from the original project. The leftover pavers are stored and can be picked up at 475 Steury Avenue Goshen (call 574-534-9711 to arrange pickup).

The paver colors delineate the spaces in this parking lot. This project is on the north side of the parking lot and will involve the 10th, 11th, and 12th parking spaces (from the NE corner of the lot).

Contractor will use pavers to delineate a no-parking-accessible aisle with striped lines. The aisle will be 5 feet in width, starting at the east line of the 11th parking space. The leftover 3 feet on the west side of the 11th parking space will be lumped into the 12th parking space, creating one 11-foot space.

The contractor will center an EV charging symbol made from pavers (similar in technique as the existing handicapped accessible symbol in another area of the parking lot - picture included) in both the 10th and the redefined 12th parking spaces.

Bedding under existing pavers should not be disturbed. Existing pavers and spacing aggregate should be removed and pavers reset to create the no-parking pattern using the available pavers. Design should be approved by the Inspector. Openings between pavers should be filled with INDOT Course Aggregate #9. Pavers placement shall be made level with existing pavers.

Note: *Stone Ridge Landscaping, the contractor for this project is the original contractor for this parking lot. Josh Welker, owner, has already placed a matching 5-foot accessibility aisle next to an 11-foot parking space using those same pavers in that parking lot. The EV charging design is unlike the handicapped accessible design (made from pavers) that his company incorporated in the original design.*

Pavers at the Street Department



Handicapped Parking Symbol done using pavers in same parking lot.



EV Charging Symbol similar to paver design in parking lot



There are no warranties. The subgrade remains the same. The City is supplying the pavers. The pavers being cut for the logo will retain at least 30% of the brick size to limit cracking/damage from traffic. The handicapped logos were done in 2011 using this method and have held up without issue.

Inspection: The Environmental Resilience Department will be responsible for inspecting.



Location of Parking Space Adjustments for EV Charging Station Project - public parking lot east of Water Street, west of 2nd Street, and north of West Washington. 10/12/2022. Theresa Sailor, City of Goshen

0 10 20 40 Feet



**Engineering Department
CITY OF GOSHEN**

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

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

MEMORANDUM

TO: Board of Works Public and Safety

FROM: Engineering

RE: **PARKS DEPARTMENT MAINTENANCE BUILDING
(JN: 2021-0022)**

DATE: October 17, 2022

C & E Excavating will be performing work on Jackson Street to remove asphalt and excavate to make a connection to the existing sanitary and will prep the area for the City to perform a water tap. On Friday the open cut in the road will be prepped and then repaved. The work will require a closure between the alley just west of 10th Street and East of Scott's Signs driveway. C & E will maintain open access for the businesses and residents on Jackson Street. The closure will occur between October 18 to the end of the work day October 21, 2022.

Requested motion: Move to approve the Jackson Street closure between the alley just west of 10th Street, to the East side of Scott's Signs driveway between October 18 to October 21, 2022, for the sanitary, water, and paving work.

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

Jeremy Stutsman, Mayor

Barb Swartley, Member

Mary Nichols, Member

DeWayne Riouse, Member

Michael Landis, Member



**Engineering Department
CITY OF GOSHEN**

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

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

MEMORANDUM

TO: Board of Works Public and Safety

FROM: Engineering

RE: **VEQUITY MEDICAL OFFICE
(JN: 2022-2005)**

DATE: October 17, 2022

John Boettcher Excavating will be performing work to install a drive approach east of Indiana Avenue for the new Vequity Medical facility. The drive approach will require a lane restriction of the northbound lane on Indiana Avenue between Pike Street and the alley that runs behind Dunkin Donuts. Boettcher Excavating will maintain open access for the businesses and residents on Indiana Avenue and Pike Street. The lane restriction will occur between October 19 to October 21, 2022. This timeframe is to allow for possible weather delays.

Requested motion: Move to approve the Indiana Avenue northbound lanes restriction between Pike Street and the alley that runs behind Dunkin Donuts for the drive approach installation between October 19 to October 21, 2022.

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

Jeremy Stutsman, Mayor

Barb Swartley, Member

Mary Nichols, Member

DeWayne Riouse, Member

Michael Landis, Member