



Board of Public Works & Safety and Stormwater Board

Regular Meeting Agenda

2:00 p.m., April 17, 2023

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

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

Call to Order by Mayor Jeremy Stutsman, with Kid Mayor Connor Gwaltney

Approval of Minutes

Approval of Agenda

1) Police Department: Promotion of Eduardo Osoria #216 from Probationary Patrol Officer to Patrol Officer

2) Police Department: Promotion of Huntley Z. Davis #217 from Probationary Patrol Officer to Patrol Officer

3) Police Department: Promotion of Maxwell J. Harmon #219 from Probationary Patrol Officer to Patrol Officer

4) Police Department: Promotion of Tanner R. Warlick #218 from Probationary Patrol Officer to Patrol Officer

5) Resident Request: Driveway Extension on Blackport Drive (Brian Ketcham)

6) Business request: The Wholesome Tortilla request for alley and projection lighting for its temporary restaurant at 119 East Lincoln Avenue, behind Pizzeria Venturi (Magali Vergara & Rafael Chavez)



7) Business Request: Request to use Powerhouse parking lot for Interra “Shred-It Days” on June 2 through June 3 (Megan Simpson)

8) Business Request: Request to use portion of City Parking Lot at 315 W. Washington for Festival of Hope (Daniel Tackett)

9) Legal Department: Contract for Lawn Services with Affordable Lawn & Landscaping, Inc.

10) Legal Department: Agreement with I Fix Bricks for the completion of downtown brick and stone planter boxes at a total cost of \$23,100

Approval of Civil City and Utility Claims

Adjournment



Jose' D. Miller

Chief of Police

111 E Jefferson St
Goshen, Indiana 46528

TO: Goshen Board of Public Works & Safety
Mayor Jeremy Stutsman
Member Mary Nichols
Member Mike Landis

Date: April 17th, 2023

From: Jose' Miller, Chief of Police

Reference: Promotion of Eduardo Osoria #216 from Probationary Patrol Officer to Patrol Officer

I am requesting the Goshen Board of Public Works and Safety approve the promotion of Eduardo Osoria from the position of Probationary Patrol Officer to the rank of Patrol Officer effective April 18th, 2023. Officer Osoria has attended, and successfully completed, the Indiana Law Enforcement Academy basic training program. As of April 18th, 2023 Officer Osoria will have completed his twelve (12) month probationary period for Goshen Police Department. Officer Osoria has demonstrated he will be a great addition to the Goshen Police Department and to this community.

Eduardo will be present for the Board of Works Meeting.

Respectfully,

Jose' Miller #116
Chief of Police

Goshen City Police Department
111 E. Jefferson Street
Goshen, IN. 46528

Telephone: (574) 533-8661

Hearing Impaired: (574) 533-1826

FAX: (574) 533-1826



Jose' D. Miller

Chief of Police

111 E Jefferson St
Goshen, Indiana 46528

TO: Goshen Board of Public Works & Safety
Mayor Jeremy Stutsman
Member Mary Nichols
Member Mike Landis

Date: April 17th, 2023

From: Jose' Miller, Chief of Police

Reference: Promotion of Huntley Z. Davis #217 from Probationary Patrol Officer to Patrol Officer

I am requesting the Goshen Board of Public Works and Safety approve the promotion of Huntley Z. Davis from the position of Probationary Patrol Officer to the rank of Patrol Officer effective April 18th, 2023. Officer Davis will be graduating from the Indiana Law Enforcement Academy basic training program in approximately one week. As of April 18th, 2023 Officer Davis will have completed his twelve (12) month probationary period for Goshen Police Department. Officer Davis has demonstrated he will be a great addition to the Goshen Police Department and to this community.

Huntley is still at the academy and will not be present for the Board of Works

Respectfully,

Jose' Miller #116

Chief of Police

Goshen City Police Department
111 E. Jefferson Street
Goshen, IN. 46528

Telephone: (574) 533-8661

Hearing Impaired: (574) 533-1826

FAX: (574) 533-1826



Jose' D. Miller

Chief of Police

111 E Jefferson St
Goshen, Indiana 46528

TO: Goshen Board of Public Works & Safety
Mayor Jeremy Stutsman
Member Mary Nichols
Member Mike Landis

Date: April 17th, 2023

From: Jose' Miller, Chief of Police

Reference: Promotion of Maxwell J. Harmon #219 from Probationary Patrol Officer to Patrol Officer

I am requesting the Goshen Board of Public Works and Safety approve the promotion of Maxwell J. Harmon from the position of Probationary Patrol Officer to the rank of Patrol Officer effective April 18th, 2023. Officer Harmon has attended, and successfully completed, the Indiana Law Enforcement Academy basic training program. As of April 18th, 2023 Officer Harmon will have completed his twelve (12) month probationary period for Goshen Police Department. Officer Harmon has demonstrated he will be a great addition to the Goshen Police Department and to this community.

Max will be present for the Board of Works Meeting.

Respectfully,

Jose' Miller #116
Chief of Police

Goshen City Police Department
111 E. Jefferson Street
Goshen, IN. 46528

Telephone: (574) 533-8661

Hearing Impaired: (574) 533-1826

FAX: (574) 533-1826



Jose' D. Miller

Chief of Police

111 E Jefferson St
Goshen, Indiana 46528

TO: Goshen Board of Public Works & Safety
Mayor Jeremy Stutsman
Member Mary Nichols
Member Mike Landis

Date: April 17th, 2023

From: Jose' Miller, Chief of Police

Reference: Promotion of Tanner R. Warlick #218 from Probationary Patrol Officer to Patrol Officer

I am requesting the Goshen Board of Public Works and Safety approve the promotion of Tanner R. Warlick from the position of Probationary Patrol Officer to the rank of Patrol Officer effective April 18th, 2023. Officer Warlick has attended, and successfully completed, the Indiana Law Enforcement Academy basic training program. As of April 18th, 2023 Officer Warlick will have completed his twelve (12) month probationary period for Goshen Police Department. Officer Warlick has demonstrated he will be a great addition to the Goshen Police Department and to this community.

Tanner will be present for the Board of Works Meeting.

Respectfully,

Jose' Miller #116
Chief of Police

Goshen City Police Department
111 E. Jefferson Street
Goshen, IN. 46528

Telephone: (574) 533-8661

Hearing Impaired: (574) 533-1826

FAX: (574) 533-1826



**City Clerk-Treasurer
CITY OF GOSHEN**

202 South Fifth Street, Suite 2 • Goshen, IN 46528-3714

Phone (574) 533-8625 • Fax (574) 533-9740

clerktreasurer@goshencity.com • www.goshenindiana.org

To: Board of Works & Safety
From: Clerk-Treasurer Richard R. Aguirre
Date: April 17, 2023
Subject: Brian Ketcham request to extend stone driveway
1502-3 South 16th Street, 1May 8-15, 2022

The Clerk-Treasurer's Office received the following request:

April 11, 2023
Brian Ketcham
109 Blackport Dr
(574) 238-1540

Mr. Richard R. Aguirre, Clerk-Treasurer
Goshen City Hall, 202 S 5th St. Suite 2
Goshen, IN 46528-3714

To: Board of Works & Safety

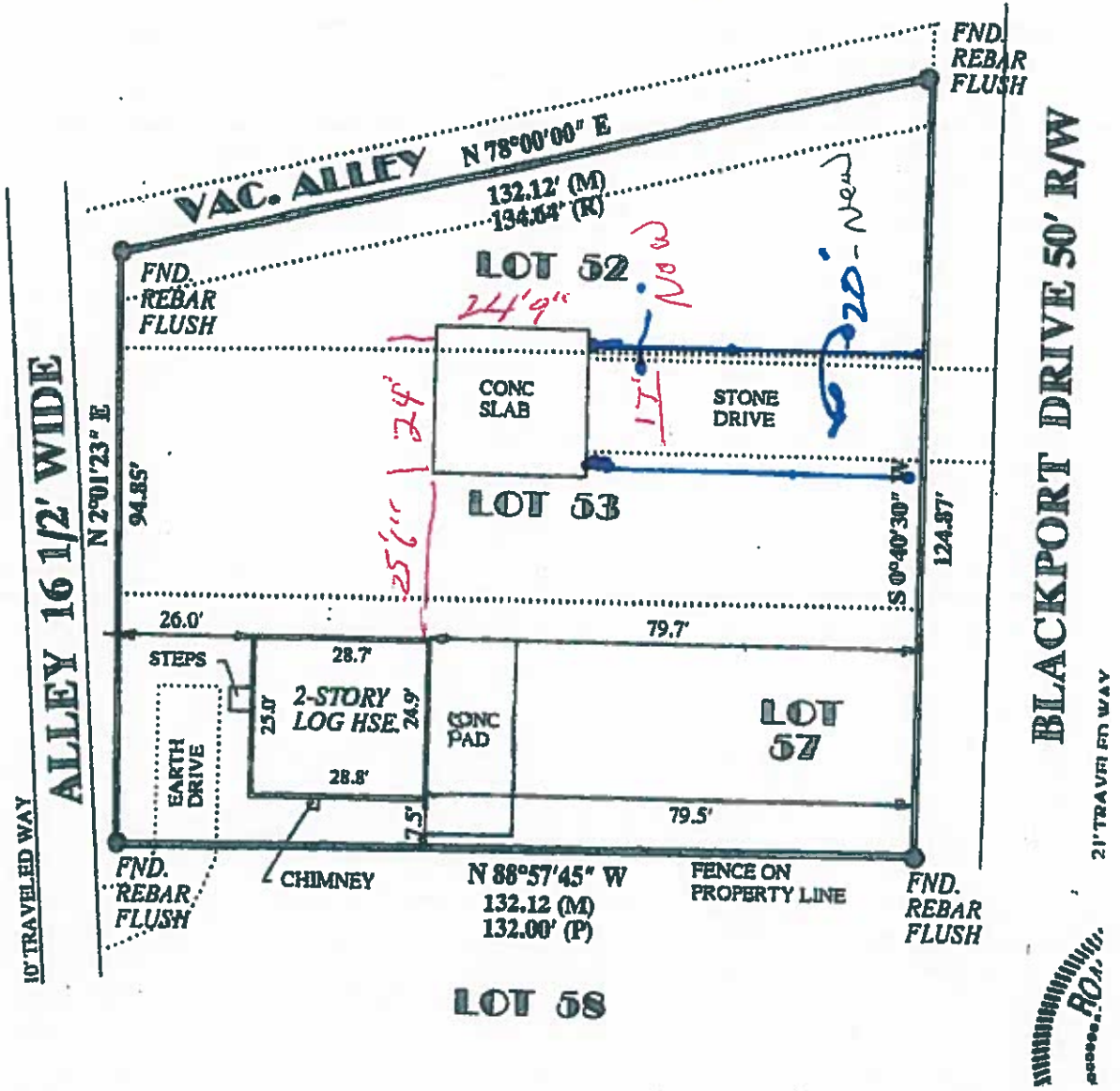
Subject: Brian Ketcham's request to extend stone drive-way

Narrative: Mr. Ketcham visited the Clerk Treasurer's office and provided the attached drawing, showing the existing stone drive, with the proposed extension. Mr. Ketcham said he spoke with Engineering and Planning about the extension.

Suggested motion: Approve the request from Brian Ketcham to extend his driveway absent any objection from the Planning or Engineering Departments and consistent with City of Goshen policy and direction.

109 Blackport

BOUNDARY SURVEY OF 1 GOSHEN, ELKHART COUN'



Material = #2 slag - 2"
 - #73 slag - 2"

phone 574-238-1580
 email bktoday@hotmail.com

Brian Ketchum



**City Clerk-Treasurer
CITY OF GOSHEN**

202 South Fifth Street, Suite 2 • Goshen, IN 46528-3714

Phone (574) 533-8625 • Fax (574) 533-9740

clerktreasurer@goshencity.com • www.goshenindiana.org

To: Board of Works & Safety
From: Clerk-Treasurer Richard R. Aguirre
Date: April 17, 2023
Subject: The Wholesome Tortilla lighting and projection request

The Clerk-Treasurer's Office received the following request:

March 12, 2023

Mr. Richard R. Aguirre, Clerk-Treasurer
Goshen City Hall, 202 S 5th St. Suite 2
Goshen, IN 46528-3714

To: Board of Works & Safety

Subject: Alley lights installation request

Narrative: Rafael Chávez y Moreno and Magali Vergara López of The Wholesome Tortilla wish to install decorative lights in the alley between 115 and 119 East Lincoln Avenue. The purpose of the lights is to provide safety in the alley at night, to provide aesthetic enhancement within the alleyway, and to lead passersby to their restaurant.

Please see the attached description, diagram and example of the proposed light installation.

Suggested motion: Approve the request from Rafael Chávez y Moreno and Magali Vergara López to install lights in the alley between 115 and 119 East Lincoln Avenue.

Board of Works • Alley lights installation request

The Wholesome Tortilla LLC - April 12, 2023



Goals:

Safety -- There are currently no street lights in the alley

Beautification/visitor attractor -- we want something people will stop and take a picture of, and hopefully visit one of the neighboring businesses that are all open past 5 pm

Requirements:

City of Goshen Engineering requires lights to be 16' or higher

NIPSCO requires City approval

City of Goshen requires agreement regarding damage of property in public right of way

City of Goshen requires Board of Works approval

Rafael Chávez y Moreno - (574)349-5768

Magali Vergara López - (574)238-2134

E-mail - thewholesometortilla@gmail.com

121 E. Lincoln Ave. Goshen, IN 46528



April 11, 2023

City of Goshen – Board of Works
202 S. 5th St.
Goshen, IN 46528

Dear board members:

Name: Interra Credit Union
Address: PO Box 727 (300 W. Lincoln Ave.)
Goshen, IN 46527
Contact(s): Megan Simpson, Community/Comm. Specialist - 534.2506, ext. 7344

The credit union respectfully requests the following use of the Powerhouse parking lot:

Purpose: “Shred-It Days” staging
Date(s): Friday – June 2, 2023
7:30 am to 4:30 pm
Event is 9 am to 11:00 am and 1:00 – 3:00 pm*
Saturday – June 3, 2023
7:30 am to 12:00 noon
Event is 9:00-11:00 am*

*Because of the popularity, the times may be adjusted – yet to be finalized.

In addition, we request the use of four barricades from the Street Department.

A popular event for Interra members is the annual “Shred-It Days.”

- To encourage ID theft prevention and recycling, Interra brings in Mountain High Shredding with their mobile truck/shredder.
- Because it is a popular event, several cars are often in line to drop off their shredding materials.
- Interra staff members are present and involved – unloading, weighing, etc.
- Interra pays for the first 50 pounds, with a nominal fee charged thereafter.
- There will be directional signage to ensure orderly entrance into and exit from the parking lot.
- As an example of the popularity, the total in 2022 was almost 20,000 pounds.

Thank you for your consideration,

Megan Simpson
Community & Communications Specialist

April 11th, 2023

To Goshen Board of Public Works

From Center for Healing & Hope

Request for use of portion of City Parking Lot at 315 W. Washington for Festival of Hope

To the Board of Works,

Center for Healing & Hope would like to submit a request to use the easternmost portion of the city parking lot located just north of Goshen Brewing Company at 315 W. Washington (map attached). Use of the lot is for Center for Healing & Hope's 3rd annual Festival of Hope. We held this event in the same location last year with great success. I've attached a layout to show exactly what portion of the lot we are requesting use of. Additional details below:

Date of Event: Saturday, June 24th

Time of Event: 12pm-6pm

When do you want to start the lot closure? Friday, June 23rd after Goshen Brewing Company closes at 10pm

When do you want the lot closure to end? Saturday, June 24th at 8pm

Why do we want to close this portion of the lot? We intend to set up tents, tables, and chairs for nonprofits, children's activities, food vendors, and marketplace vendors and allow for foot traffic throughout this area of the parking lot.

Affected Groups: Goshen Brewing Company – they will be hosting the event and I'm working closely with Jesse Sensenig on the details. Interra – they support the use of the lot for the event, and I've met with Megan Simpson to share the details. Goshen Farmers Market – I've communicated with Jo Ellen via email and she has given her support to use this area of the lot.

Do we require any barricades? We would like to request barricades for the coned off areas on the attached layout to be put up and taken down per the closure start/end timeframe listed above. In addition, we would like to request "no parking" signs be staked at the included parking spots the night before.

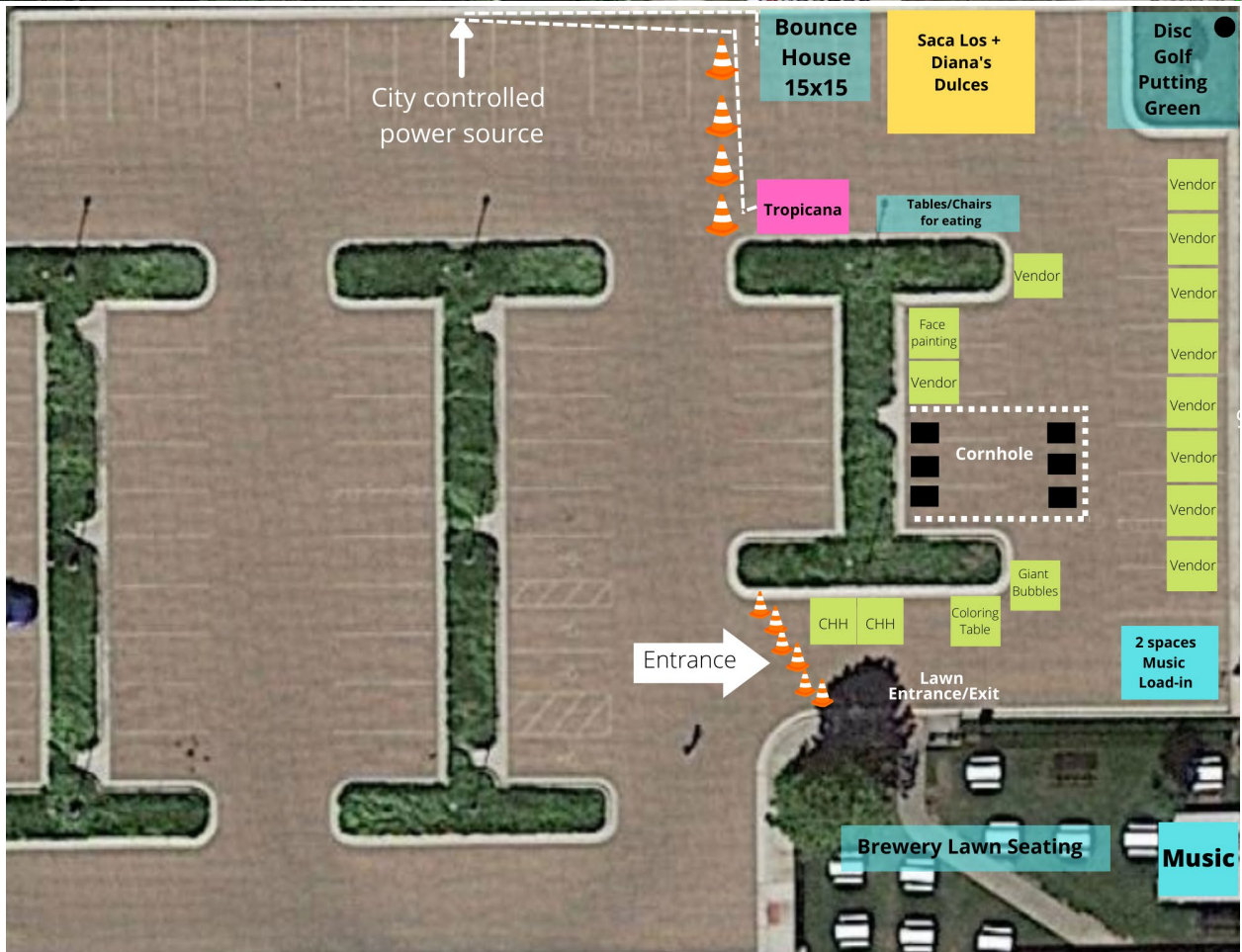
Will we require use of city power? We would like to request the ability to access the city owned electrical outlets at the north end of the lot. Any necessary insurance documentation will be provided.

Are there any other events happening in the area on this date? None scheduled in the immediate vicinity

We are happy to answer any questions you may have. Thank you for your consideration.



Daniel Tackett – Director of Marketing and Development





CITY OF GOSHEN LEGAL DEPARTMENT

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

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

April 17, 2023

To: Goshen Board of Public Works and Safety
From: Shannon Marks, Legal Compliance Administrator
Subject: Contract for Lawn Services with Affordable Lawn & Landscaping, Inc.

The City solicited proposals for lawn mowing and maintenance services for certain City of Goshen properties for the 2023 season, with an option to renew the Contract for up to two additional mowing seasons. Solicitations were sent to five contractors, and proposals were received from Affordable Lawn & Landscaping, Inc. and Yardshark. LLC. A table comparing the two proposals received is attached.

It is recommended that the Board approve the Contract with Affordable Lawn & Landscaping, Inc. for the lawn services, and authorize the Mayor to execute the Contract on behalf of the Board of Public Works and Safety and the City of Goshen. The Goshen Redevelopment Commission will also be presented the Contract for approval.

The City will pay Affordable Lawn & Landscaping, Inc. based on either a lump sum cost for the entire calendar month for lawn services, including fall clean-up, provided to certain service areas or based on a unit cost for each mow and a unit cost for fall clean-up for other service areas. Exhibit B of the Contract sets forth the costs for lawn services to each service area.

Suggested Motion:

Move to approve and authorize Mayor Stutsman execute the Contract for Lawn Services with Affordable Lawn & Landscaping, Inc.

4/13/23 Proposal

Contractor:

Yardshark LLC
Elkhart, IN

Affordable Lawn & Landscaping, Inc.
Goshen, IN

Service Area	Estimated Count	2023			2024			2025			2023			2024			2025		
		Unit Cost	Total Cost for Season	Estimated Total Cost for Season	Unit Cost	Total Cost for Season	Estimated Total Cost for Season	Unit Cost	Total Cost for Season	Estimated Total Cost for Season	Unit Cost	Total Cost for Season	Estimated Total Cost for Season	Unit Cost	Total Cost for Season	Estimated Total Cost for Season	Unit Cost	Total Cost for Season	Estimated Total Cost for Season
1 Third Street/Madison Street from Pike Street south to Main Street, including Parking Areas (Includes Weed Control)	Lump Sum Monthly Cost 6	1,035.00	6,210.00	6,334.20	1,055.70	6,334.20	6,460.88	1,076.81	6,460.88	6,600.00	1,000.00	6,000.00	1,000.00	6,000.00	1,000.00	6,000.00	1,000.00	6,000.00	6,000.00
2 City Hall at 202 South Fifth Street, Utilities Billing Office at 203 South Fifth Street, City Annex Building at 204 East Jefferson Street, and Goshen Police & Court Building at 111 East Jefferson Street	Lump Sum Monthly Cost 6	690.00	4,140.00	4,222.80	703.80	4,222.80	4,307.26	717.88	4,307.26	4,400.00	666.67	4,000.02	666.67	4,000.02	666.67	4,000.02	666.67	4,000.02	4,000.02
3 Goshen Police Training Facility at 713 East Lincoln Avenue and Northeast Corner of East Lincoln Avenue and Olive Street	Lump Sum Monthly Cost 6	220.00	1,320.00	1,346.40	224.40	1,346.40	1,373.33	228.89	1,373.33	1,400.00	75.00	450.00	75.00	450.00	75.00	450.00	75.00	450.00	450.00
4 East Lincoln Avenue Stormwater Basin	Lump Sum Monthly Cost 6	260.00	1,560.00	1,591.20	265.20	1,591.20	1,623.02	270.50	1,623.02	1,700.00	150.00	900.00	150.00	900.00	150.00	900.00	150.00	900.00	900.00
5 901 North Main Street	Lump Sum Monthly Cost 6	167.00	1,002.00	1,022.04	170.34	1,022.04	1,042.48	173.75	1,042.48	1,100.00	80.00	480.00	80.00	480.00	80.00	480.00	80.00	480.00	480.00
6 Southeast Corner of East Wilden Avenue and North Sixth Street	Lump Sum Monthly Cost 6	167.00	1,002.00	1,022.04	170.34	1,022.04	1,042.48	173.75	1,042.48	1,100.00	50.00	300.00	50.00	300.00	50.00	300.00	50.00	300.00	300.00
7 Northeast Corner of East Wilden Avenue and North Sixth Street (Percentage increase in Service Area Cost does not apply in 2024)	Lump Sum Monthly Cost (2024) 6	0.00	0.00	1,110.00	185.00	1,110.00	1,132.20	188.70	1,132.20	1,200.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
8 East Kercher Road Stormwater Basin (Turf Surrounding Basin)	Lump Sum Monthly Cost 6	240.00	1,440.00	1,468.80	244.80	1,468.80	1,498.18	249.70	1,498.18	1,500.00	450.00	2,700.00	450.00	2,700.00	450.00	2,700.00	450.00	2,700.00	2,700.00
8 East Kercher Road Stormwater Basin (Side Slopes and Bottom of Basin)	Unit Cost for Each Mow 6	250.00	1,500.00	1,530.00	255.00	1,530.00	1,560.60	260.10	1,560.60	1,600.00	225.00	1,350.00	225.00	1,350.00	225.00	1,350.00	225.00	1,350.00	1,350.00
9 South Side of East Kercher Road at Pine Manor Avenue	Lump Sum Monthly Cost 6	50.00	300.00	306.00	51.00	306.00	312.12	52.02	312.12	300.00	40.00	240.00	40.00	240.00	40.00	240.00	40.00	240.00	240.00
10 West Plymouth Avenue Stormwater Basin	Lump Sum Monthly Cost 6	175.00	1,050.00	1,071.00	178.50	1,071.00	1,092.42	182.07	1,092.42	1,100.00	166.67	1,000.02	166.67	1,000.02	166.67	1,000.02	166.67	1,000.02	1,000.02

4/13/23 Proposal

Contractor:

Yardshark LLC
Elkhart, IN

Affordable Lawns & Landscaping, Inc.
Goshen, IN

Service Area	Basis/Unit	Estimated Count	2023		2024		2025		2023		2024		2025	
			Unit Cost	Total Cost for Season	Unit Cost	Total Cost for Season	Unit Cost	Total Cost for Season	Unit Cost	Total Cost for Season	Unit Cost	Total Cost for Season	Unit Cost	Total Cost for Season
11 305 East Kercher Road	Lump Sum Monthly Cost	6	85.00	510.00	86.70	520.20	88.43	530.60	80.00	480.00	80.00	480.00	80.00	480.00
12 300-Block of North Main Street	Unit Cost for Each Mow	20	50.00	1,000.00	51.00	1,020.00	52.02	1,040.40	70.00	1,400.00	70.00	1,400.00	70.00	1,400.00
13 400-Block West Pike Street and 200-Block New Street	Unit Cost for Each Mow	20	75.00	1,500.00	76.50	1,530.00	78.03	1,560.60	50.00	1,000.00	50.00	1,000.00	50.00	1,000.00
13 400-Block West Pike Street and 200-Block New Street	Unit Cost for Fall Clean-Up	1	250.00	250.00	255.00	255.00	260.10	260.10	50.00	50.00	50.00	50.00	50.00	50.00
14 200-Block of South Third Street	Unit Cost for Each Mow	20	75.00	1,500.00	76.50	1,530.00	78.03	1,560.60	75.00	1,500.00	75.00	1,500.00	75.00	1,500.00
14 200-Block of South Third Street	Unit Cost for Fall Clean-Up	1	75.00	75.00	76.50	76.50	78.03	78.03	25.00	25.00	25.00	25.00	25.00	25.00
15 210 West Washington Street	Unit Cost for Each Mow	20	25.00	500.00	25.50	510.00	26.01	520.20	25.00	500.00	25.00	500.00	25.00	500.00
15 210 West Washington Street	Unit Cost for Fall Clean-Up	1	50.00	50.00	51.00	51.00	52.02	52.02	25.00	25.00	25.00	25.00	25.00	25.00
16 208 West Washington Street	Unit Cost for Each Mow	20	25.00	500.00	25.50	510.00	26.01	520.20	50.00	1,000.00	50.00	1,000.00	50.00	1,000.00
16 208 West Washington Street	Unit Cost for Fall Clean-Up	1	50.00	50.00	51.00	51.00	52.02	52.02	50.00	50.00	50.00	50.00	50.00	50.00
17 400-Block of South Third Street	Unit Cost for Each Mow	20	50.00	1,000.00	51.00	1,020.00	52.02	1,040.40	75.00	1,500.00	75.00	1,500.00	75.00	1,500.00
17 400-Block of South Third Street	Unit Cost for Fall Clean-Up	1	75.00	75.00	76.50	76.50	78.03	78.03	10.00	10.00	10.00	10.00	10.00	10.00

4/13/23 Proposal

Contractor:

Affordable Lawn & Landscaping, Inc.
Goshen, IN

Yardshark LLC
Elkhart, IN

Service Area	Basis/Unit	Estimated Count	2023		2024		2025		2023		2024		2025	
			Unit Cost	Total Cost for Season	Unit Cost	Total Cost for Season	Unit Cost	Total Cost for Season	Unit Cost	Total Cost for Season	Unit Cost	Total Cost for Season	Unit Cost	Total Cost for Season
18 River Race Drive/South Second Street, including south Island	Unit Cost for Each Mow	20	75.00	1,500.00	76.50	1,530.00	78.03	1,560.60	55.00	1,100.00	55.00	1,100.00	55.00	1,100.00
18 River Race Drive/South Second Street, including south Island	Unit Cost for Fall Clean-Up	1	0.00	0.00	0.00	0.00	0.00	0.00	25.00	25.00	25.00	25.00	25.00	25.00
19 600-700 Blocks of East Lincoln Avenue	Unit Cost for Each Mow	20	100.00	2,000.00	102.00	2,040.00	104.04	2,080.80	90.00	1,800.00	90.00	1,800.00	90.00	1,800.00
19 600-700 Blocks of East Lincoln Avenue	Unit Cost for Fall Clean-Up	1	150.00	150.00	153.00	153.00	156.06	156.06	100.00	100.00	100.00	100.00	100.00	100.00
20 County Road 19 Stormwater Basin and Access Drive	Unit Cost for Each Mow (2023)	6	125.00	750.00	0.00	0.00	0.00	0.00	40.00	240.00	0.00	0.00	0.00	0.00
20 County Road 19 Stormwater Basin and Access Drive (Percentage increase in Service Area Cost does not apply in 2024)	Unit Cost for Each Mow (2024)	6	0.00	0.00	125.00	750.00	127.50	765.00	0.00	0.00	40.00	240.00	40.00	240.00
Total				30,934.00		32,647.68		33,300.63		28,225.04		28,525.04		28,525.04

Cost Adjustment for Subsequent Mowing Seasons

Maximum percentage increase in Service Area Unit Cost if renew Contract in subsequent year(s):

2.00%

None Provided

CONTRACT
FOR
CITY OF GOSHEN LAWN SERVICES

THIS CONTRACT (“Contract”) is entered into on _____, 2023, which is the last signature date set forth below, by and between **Affordable Lawn & Landscaping, Inc.**, an Indiana corporation (“Contractor”), whose mailing address is 2623 Lismore Drive, Goshen, IN 46526-6118, and **City of Goshen, Indiana** (“City”), a municipal corporation and political subdivision of the State of Indiana acting through the Goshen Board of Public Works and Safety and Stormwater Board and the Goshen Redevelopment Commission.

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

1. Scope of Services

- (A) Contractor shall provide City the lawn mowing and maintenance services for certain City of Goshen properties in accordance with the Specifications for such services that are made a part of and attached to this Contract as Exhibit A.
- (B) For the purposes of this Contract, all duties to be performed by Contractor shall be referred to as the “Lawn Services” or “Services,” and shall include all labor, equipment, materials, tools, insurance, supervision, and all other items necessary to provide the Lawn Services to each Service Area in a timely and professional manner.

2. Effective Date; Term; Renewal

- (A) The Contract shall become effective on the day of execution and approval by the Goshen Board of Public Works and Safety, Goshen Redevelopment Commission, and Contractor.
- (B) The initial term of this Contract shall be for the 2023 mowing season which shall include 2023 fall clean up.
- (C) Upon written approval of the parties, the Contract may be renewed under the same terms and conditions up to two (2) additional mowing seasons. Either party shall provide the other party notice in writing by December 31 if either party desires to renew the Contract for the subsequent year’s mowing season which shall include fall clean up.

3. Compensation; Payment

- (A) City shall pay Contractor on a monthly basis for the satisfactory performance of the Lawn Services based on the established unit cost at a Service Area as set forth in Exhibit B attached to this Contract.
- (B) Payment for services rendered shall be upon City’s receipt of a detailed invoice from Contractor which may be invoiced no more frequently than monthly for the Lawn Services performed the previous calendar month.

- (1) The invoice for services provided at the Service Areas marked “ENG” in Exhibit B shall be sent to the following address, or at such other address as City may designate in writing:

City of Goshen
c/o Goshen Engineering Department
204 E. Jefferson Street, Suite 1
Goshen, IN 46528

Email is also acceptable at engineering@goshencity.com.

- (2) The invoice for services provided at the Service Areas marked “RDV” in Exhibit B shall be sent to the following address, or at such other address as City may designate in writing:

City of Goshen
c/o Goshen Redevelopment Commission
204 E. Jefferson Street, Suite 6
Goshen, IN 46528

Email is also acceptable at traceenorton@goshencity.com.

- (3) 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.
- (4) Contractor is required to have a current W-9 form on file with the Goshen Clerk-Treasurer’s Office before City will issue payment.

4. **Licensing/Certification Standards.** Contractor certifies that Contractor and any subcontractor possesses and agrees to maintain any and all licenses, certifications, or accreditations as required for the Services provided by Contractor pursuant to this Contract. This shall specifically include the application of any chemicals to eliminate weeds.

5. **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. 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.

6. **Non-Discrimination.** In accordance with Indiana Code § 22-9-1-10, a Contractor and any subcontractor shall not to discriminate against any employee or applicant for employment to be

employed in the performance of this Contract, with respect to the employee or applicant's hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of the employee or applicant's race, religion, color, sex, disability, national origin, or ancestry. Breach of this covenant may be regarded as a material breach of the Contract.

7. **Employment Eligibility Verification**

- (A) In accordance with Indiana Code § 22-5-1.7 et seq., Contractor shall enroll in and verify the work eligibility status of all newly hired employees of the contractor 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 Contractor subsequently learns is an unauthorized alien. By execution of the Contract, Contractor affirms that Contractor does not knowingly employ an unauthorized alien.
- (C) Contractor shall require their subcontractors, who perform work under this Contract, to certify to Contractor that the subcontractor does not knowingly employ or contract with an unauthorized alien and that the subcontractor has enrolled and is participating in the E-Verify program. Contractor agrees to maintain this certification throughout the duration of the term of a contract with a subcontractor.
- (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.

8. **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 Contract.

9. **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.

10. **Indemnification**

- (A) 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, injuries, or accidental deaths caused by any intentional, reckless, or negligent act or omission by Contractor or any of Contractor's agents, officers, and employees during the performance of this Contract. Such indemnity shall include reasonable attorney's fees and other expenses incurred by City, and shall not be limited by reason of insurance coverage required by this Contract.
- (B) Contractor shall be responsible for all injuries to persons and for all damages to property of City or others caused by or resulting from the negligence of Contractor or any of

Contractor's agents, officers, and employees during the performance of Services under this Contract.

11. **Insurance**

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

12. **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 fifteen (15) 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.

13. **Default**

- (A) If Contractor fails to perform the Services or comply with the provisions of this Contract for a period of at least seven (7) days, except under conditions of force majeure, then Contractor may be considered in default.
- (B) 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 the Specifications and Contract Documents.
- (7) The Contract is subcontracted by Contractor without the consent of City.
- (8) The Contract or any right, monies or claims are assigned by Contractor without the consent of the City.

14. **Termination**

- (A) The Contract may be terminated in whole or in part, at any time, by mutual written consent of both parties.
- (B) City may terminate this Contract, in whole or in part, in the event of default by Contractor. In such event, City may issue a written notice of default and provide a period of time that shall not be less than seven (7) calendar 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.
- (C) In the event of default and failure of Contractor to satisfactorily remedy the default after receipt of written notice, the City may otherwise secure similar services in any manner deemed proper by the City, and Contractor shall be liable to the City for any excess costs incurred. If such provisions are made by City, Contractor shall be responsible for any and all cost incurred by City, and such amounts shall be deducted from amounts City may owe Contractor. If the costs exceed the amounts owed to Contractor, Contractor is liable to reimburse City for any such costs.
- (D) Upon termination, Contractor shall be compensated for Services rendered prior to the effective date of termination, subject to any reimbursements due to City by reason of default.
- (E) The rights and remedies of the parties under this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

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

Address for City: City of Goshen, Indiana
Attention: Goshen Legal Department
204 East Jefferson Street, Suite 2
Goshen, IN 46528

Address for Contractor: **Affordable Lawn & Landscaping, Inc.**
Michael Closson, President and Director
2623 Lismore Drive
Goshen, IN 46526-6118

16. **Subcontracting or Assignment**

- (A) Except for providing weed treatment services, Contractor shall not subcontract or assign any right or interest under the Contract, including the right to payment, without having prior written approval from City. Any attempt by Contractor to subcontract or assign any portion of the Contract shall not be construed to relieve Contractor from any responsibility to fulfill all contractual obligations.
- (B) Contractor may subcontract with a licensed entity or individual to provide weed treatment services.

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

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

19. **Applicable Laws**

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

20. **Miscellaneous**

- (A) Any provision of this Contract or incorporated documents shall be interpreted in such a way that they are consistent with all provisions required by law to be inserted into the Contract.

- (B) In the event of a conflict between these documents and applicable laws, rules, regulations or ordinances, the most stringent or legally binding requirement shall govern.
 - (C) This Contract shall be construed in accordance with and governed by the laws of the State of Indiana and any suit must be brought in a court of competent jurisdiction in Elkhart County, Indiana.
 - (D) In the event legal action is brought to enforce or interpret the terms and conditions of this Contract, the prevailing party of such action shall be entitled to recover all costs of that action, including reasonable attorneys' fees.
21. **Severability.** In the event that any provision of the Contract is found to be invalid or unenforceable, then such provision shall be reformed in accordance with applicable law. The invalidity or unenforceability of any provision of the Contract shall not affect the validity or enforceability of any other provision of the Contract.
 22. **Binding Effect.** All provisions, covenants, terms and conditions of this Contract apply to and bind the parties and their legal heirs, representatives, successors and assigns.
 23. **Entire Agreement.** This Contract constitutes the entire agreement between the parties and supersedes all other agreements or understandings between City and Contractor.
 24. **Authority to Execute.** The undersigned affirm that all steps have been taken to authorize execution of this Contract, and upon the undersigned's execution, bind their respective organizations to the terms of the Contract.

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

City of Goshen, Indiana

Goshen Board of Public Works and Safety

Affordable Lawn & Landscaping, Inc.

Jeremy P. Stutsman, Mayor

Michael Closson, President & Director

Date Signed: _____

Date Signed: _____

Goshen Redevelopment Commission

Becky Hutsell, Redevelopment Director

Date Signed: _____

EXHIBIT A

SPECIFICATIONS

FOR

CITY OF GOSHEN LAWN SERVICES

1. These specifications are for lawn mowing and maintenance services (“Lawn Services”) for certain City of Goshen properties as listed on the proposal form and depicted on the attached aerial maps. Each area depicted is referred to as a “Service Area.”

Paragraphs 4 through 18 of these specifications shall apply to each Service Area. Additional Requirements/Information for a specific Service Area are indicated on the aerial map for the Service Area. If the Additional Requirements/Information for a specific Service Area conflict or are otherwise inconsistent with paragraphs 4 through 18, then the Additional Requirements/Information for the specific Service Area shall be given precedence.

The sample Contract contains the terms and conditions that will be part of the Contract if a Contractor’s proposal is accepted by City. No agreement modifying these terms and conditions shall be binding unless made in writing and signed by both parties. The Contract will be finalized upon City’s acceptance of the proposal and award of the Contract.

2. Term – The initial term of the proposed Contract shall be for the 2023 mowing season with the option to renew for up to two (2) additional mowing seasons. The mowing season extends from approximately the first week of May through the last week of October.

3. Proposal Basis - City shall pay Contractor for the performance of the Lawn Services based on an established cost for the specific Service Area. Proposals are requested based on:

- a. Lump Sum Monthly Cost. Contractor’s proposal to provide Lawn Services at certain Service Areas shall be based on a lump sum cost for the entire calendar month. This cost shall also include fall clean-up except where not required for a specific Service Area.

- b. Unit Cost for Each Mow and Unit Cost for Fall Clean-Up. Due to City’s pending acquisition or disposal of a Service Area or an upcoming construction project that may affect a Service Area, Contractor’s proposal to provide Lawn Services at certain Service Areas shall be based on an established unit cost for each time the Service Area is mowed. In addition, proposals are requested based on a unit cost for fall clean-up at the Service Area.

- c. Cost Adjustment for Subsequent Mowing Season. If the parties elect to renew the Contract for a subsequent mowing season, an adjustment in the cost for Lawn Services to a Service Area will be permitted, but may not exceed the percentage increase as proposed by Contractor in the Contractor’s proposal.

- d. For the purposes of comparing proposals, the number of times that Lawn Services will be provided to a Service Area has been estimated for the season. These estimates are not guaranteed and are solely for the purpose of comparing proposals. Contractor shall extend the unit costs where required (Estimated Count x Unit Cost = Estimated Total Cost for Season). In the event there is an error in the extension of costs, the unit cost shall govern.

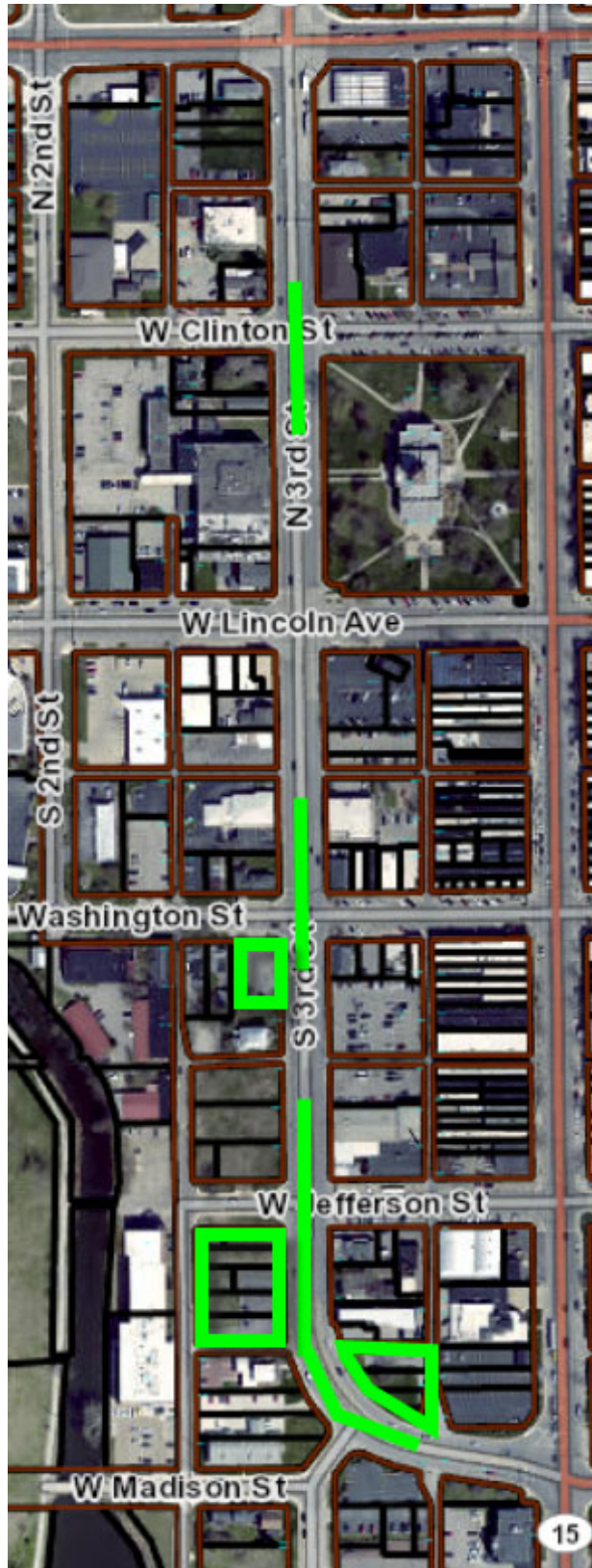
The Contractor will be paid based on the unit cost and the actual number of times that a Service Area is mowed.

4. Contractor shall provide all labor, equipment, materials, tools, insurance, supervision, and all other items necessary to provide the Lawn Services to each Service Area in a timely and professional manner. Such Lawn Services include mowing turf areas, trimming, proper removal and disposal of lawn litter and debris, including, but not limited to trash, sticks, and grass clippings, and fall leaf clean up services.
5. At the beginning of each season and before each mowing, Contractor shall collect, remove and properly dispose of debris from each Service Area.
6. Contractor shall regularly inspect each Service Area during the growing season which extends from approximately the first week of May through the last week of October to determine when mowing is needed. The frequency of Lawn Services to be provided may vary depending on lawn treatments, irrigation, rainfall and/or drought.
7. Contractor shall mow a Service Area as needed so that grass does not exceed a height of five and one-half inches (5.5"). Contractor shall cut the turf area to a finished height of not less than two and one-half inches (2.5").
8. Contractor shall mow the entire Service Area, including the any turf area extending to a walkway, curb and/or the edge of pavement that is adjacent to the Service Area.
9. Contractor may leave grass clippings on the lawn as long as the mulched grass clippings are evenly dispersed and no visible clumps or rows remain after mowing the turf area. Contractor shall otherwise remove and properly dispose of grass clippings, if visible, after mowing the turf area.
10. Contractor shall also trim grass around fixed objects with each cutting to a height no greater than the surrounding turf area. This will include, but not be limited to, turf areas adjacent to objects such as trees, shrubs, landscaping areas, sign posts, light posts, buildings, fences, walkways, and pavement edges. Contractor shall use extreme care to prevent damage or injury to fixed objects.
11. Contractor shall mow and trim in such a manner as to keep grass clippings off vehicles and to avoid and/or minimize throwing grass clipping and trimmings on walkways, streets, parking areas, driveways, and landscaping areas. Contractor shall remove and properly dispose of all grass clippings and trimmings that may be thrown upon walkways, streets, parking areas, driveways and landscaping areas. Contractor shall NOT blow grass clippings, trimmings, lawn litter or debris into the storm drains.
12. Contractor shall remove and properly dispose of all lawn litter and debris at Contractor's expense. Contractor shall not dispose of lawn debris in City's solid waste containers.
13. All elements of the Lawn Services at a Service Area shall be completed the same day in which the Lawn Services are started. No partial mowing of a Service Area will be allowed unless the weather forces delay. If rain or wet turf conditions exist, Contractor shall finish the Lawn Services as soon as favorable conditions return. If the delay is longer than 24 hours, Contractor shall mow the entire Service Area again.

14. Contractor shall provide fall clean up services for each Service Area as needed which shall include raking, blowing or otherwise preparing the leaves for collection and disposal by the City's Street Department. The fall clean up shall take place in late October/early November after most of the leaves have fallen from the trees so that there will be minimal leaves on the grounds of the Service Area over the winter months. Fallen leaves shall be placed at a location near the street to be collected by the Street Department during the leaf collection program. Contractor shall ensure that no twigs or branches are in the leaves that are placed for collection by the Street Department.
15. Contractor shall perform the Lawn Services Monday through Saturday between the hours of 7:00 a.m. and 7:00 p.m. (local time). Contractor shall not perform Lawn Services on Sunday or on a holiday (i.e., Memorial Day, Independence Day, or Labor Day).
16. Contractor shall maintain all equipment in proper operating condition to provide a high-quality, clean, sharp cut to the turf area and minimize turf damage, the leaking of fluids, noise pollution and air pollution. Contractor shall not use or operate equipment which in any way pulls or rips grass or otherwise damages the turf area.
17. Contractor and Contractor's employees shall maintain a professional appearance while performing Lawn Services. The wearing of tank tops or halter tops shall not be permitted. Contractor and Contractor's employees conduct shall be professional and courteous at all times, and shall not use loud or profane language.
18. Contractor shall take all necessary precautions to avoid damaging any property during the performance of Lawn Services. Any damage caused to any property by Contractor shall be reported to the City immediately. Contractor shall repair or replace at Contractor's expense any property damaged while performing Lawn Services.
19. Addition, Removal of Suspension of Lawn Services to a Service Area
 - a. City reserves the right to add, remove or suspend Lawn Services to a Service Area. City shall give Contractor notice of the addition, removal or suspension of Services to a Service Area and the effective date of the change.
 - b. In the event a new Service Area is added to the Contract, City and Contractor shall negotiate a price to provide Lawn Services to the new Service Area which shall be based on either a lump sum monthly cost, including fall clean up if needed, or a unit cost for each mow and a unit cost for fall clean up. Any addition of a Service Area to the Contract shall be made in writing and signed by both parties.

SERVICE AREA 1

**Third Street/Madison Street from Pike Street south to Main Street,
including Parking Areas**



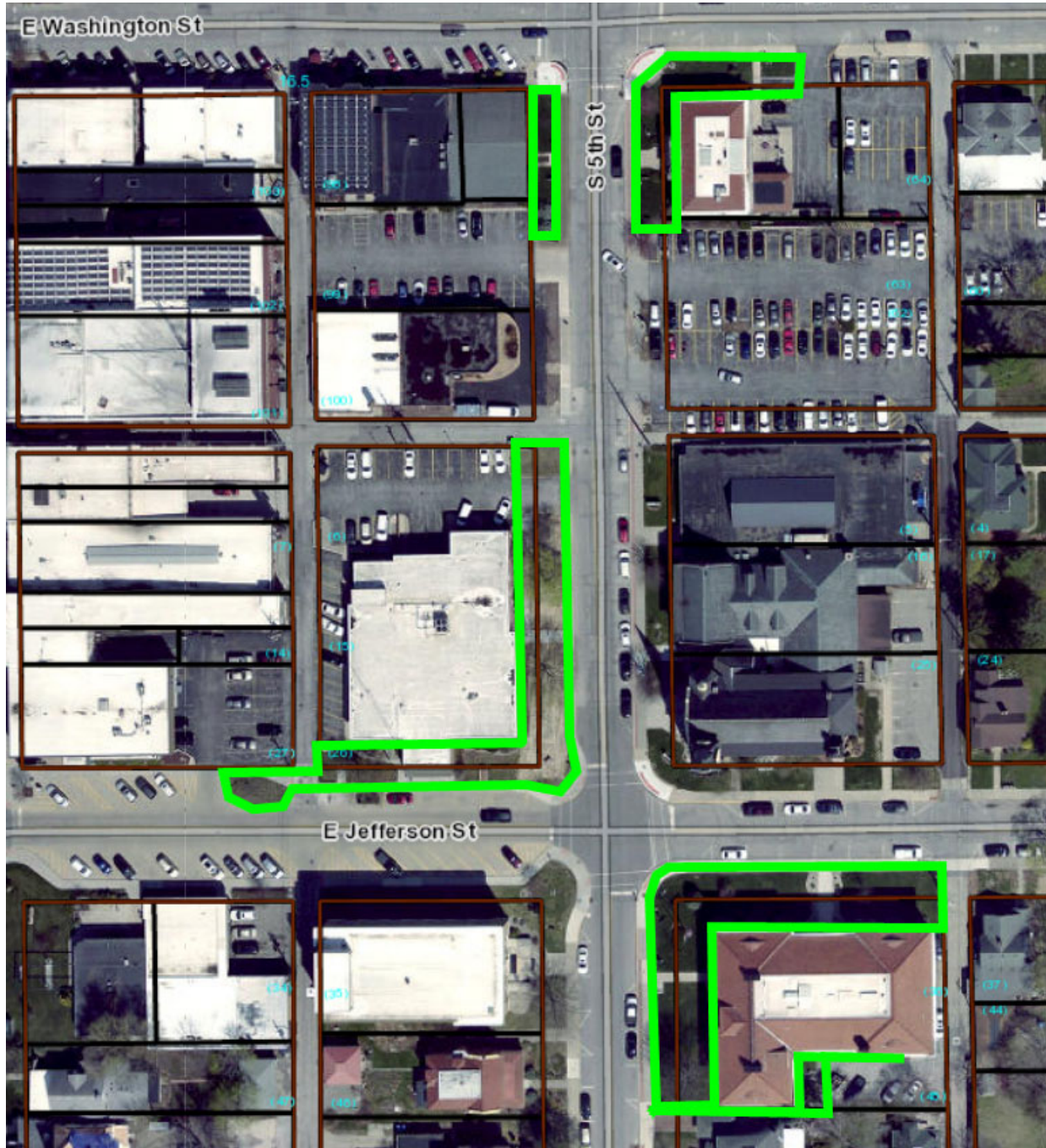
(ADDITIONAL REQUIREMENTS/INFORMATNION CONTINUED NEXT PAGE)

ADDITIONAL REQUIREMENTS/INFORMATION FOR SERVICE AREA 1:

1. This Service Area includes the grass areas within the boulevard (center islands) of Third Street/Madison Street extending from Pike Street south to Main Street; the grass area at the “inside” curve of South Third Street and West Madison Street located west of the north/south alley; the grass areas at the public parking lot at the southwest corner of South Third Street and West Washington Street; and the grass areas at the public parking lot at the southwest corner of South Third Street and West Jefferson Street.
2. Contractor shall perform weed control services as needed throughout the season, but not less than two (2) applications, to eliminate the growth of weeds (i.e. crabgrass, dandelions and other broadleaf weeds). Contractor shall perform weed control in accordance with industry standards and manufacturer instructions.
3. Contractor shall call Jeff Halsey (574-206-3111) at least 24 hours in advance to arrange to have the sprinkler systems turned off prior to the treatment application.
4. Contractor shall ensure that all chemical applications are performed by properly licensed/certified individuals. This service may be subcontracted.

SERVICE AREA 2

**City Hall at 202 South Fifth Street
Utilities Billing Office at 203 South Fifth Street
City Annex Building at 204 East Jefferson Street
and
Goshen Police & Court Building at 111 East Jefferson Street**



SERVICE AREA 3

**Goshen Police Training Facility at 713 East Lincoln Avenue
and
Northeast Corner of East Lincoln Avenue and Olive Street**



SERVICE AREA 4

East Lincoln Avenue Stormwater Basin



ADDITIONAL REQUIREMENTS/INFORMATION FOR SERVICE AREA 4:

1. Contractor shall mow the turf areas to the north and west of the stormwater basin as needed.
2. Contractor shall mow the turf area around the top of the stormwater basin as needed.
3. Contractor shall NOT mow the bottom of the stormwater basin.
4. Contractor shall mow the interior side slopes, the east exterior side slope, west exterior side slope, and the south side of the stormwater basin to the ground level, mulch, and leave clippings in place to decompose over time either in late fall or late winter/early spring when the ground is hard enough to avoid creating ruts.

SERVICE AREA 5

901 North Main Street



SERVICE AREA 6

Southeast Corner of East Wilden Avenue and North Sixth Street



SERVICE AREA 7

Northeast Corner of East Wilden Avenue and North Sixth Street



ADDITIONAL REQUIREMENTS/INFORMATION FOR SERVICE AREA 7:

1. Lawn Services to this Service Area are not necessary in 2023 as the location is being utilized as a staging area for a construction project.
2. If the Contract is renewed for a subsequent year, Contractor shall provide Lawn Services to this Service Area beginning in the 2024 mowing season.

SERVICE AREA 8

East Kercher Road Stormwater Basin

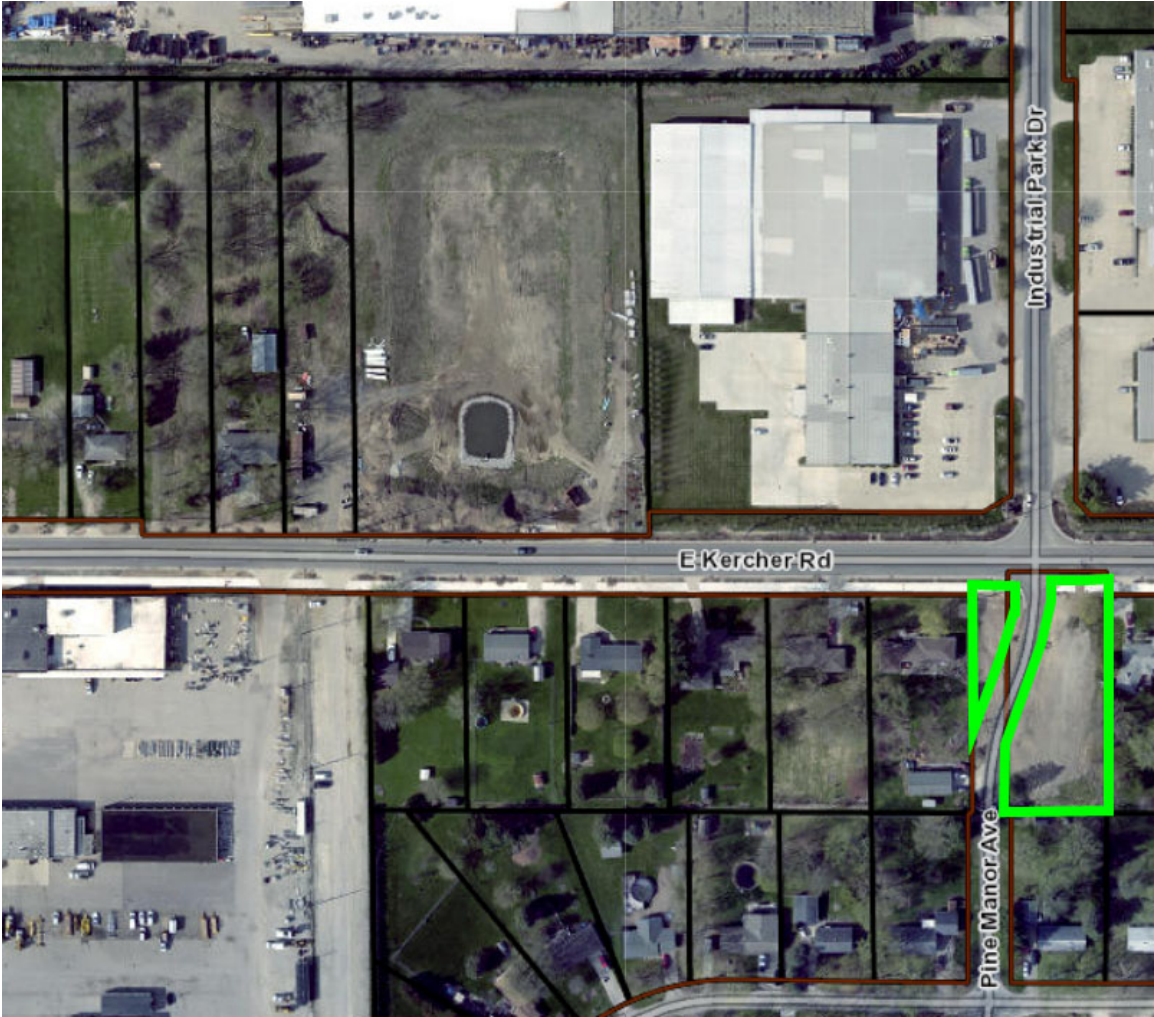


ADDITIONAL REQUIREMENTS/INFORMATION FOR SERVICE AREA 8:

1. Contractor shall mow the turf area surrounding the stormwater basin as needed. Contractor shall be compensated based on a lump sum monthly cost for this Service.
2. Contractor shall mow the side slopes and bottom of the stormwater basin as needed. Contractor shall be compensated on a unit cost for each mow for this Service.

SERVICE AREA 9

South Side of East Kercher Road at Pine Manor Avenue



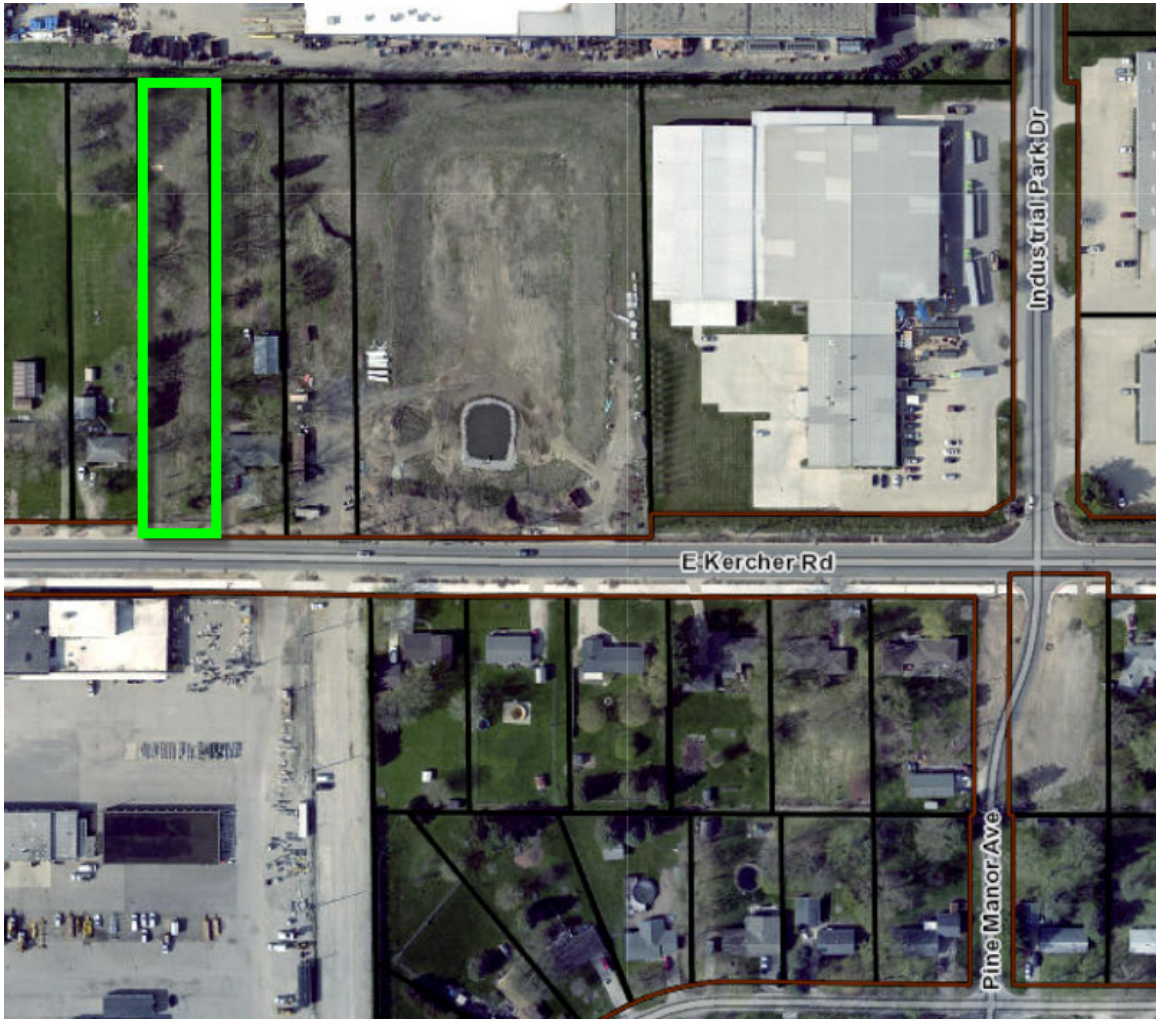
SERVICE AREA 10

West Plymouth Avenue Stormwater Basin



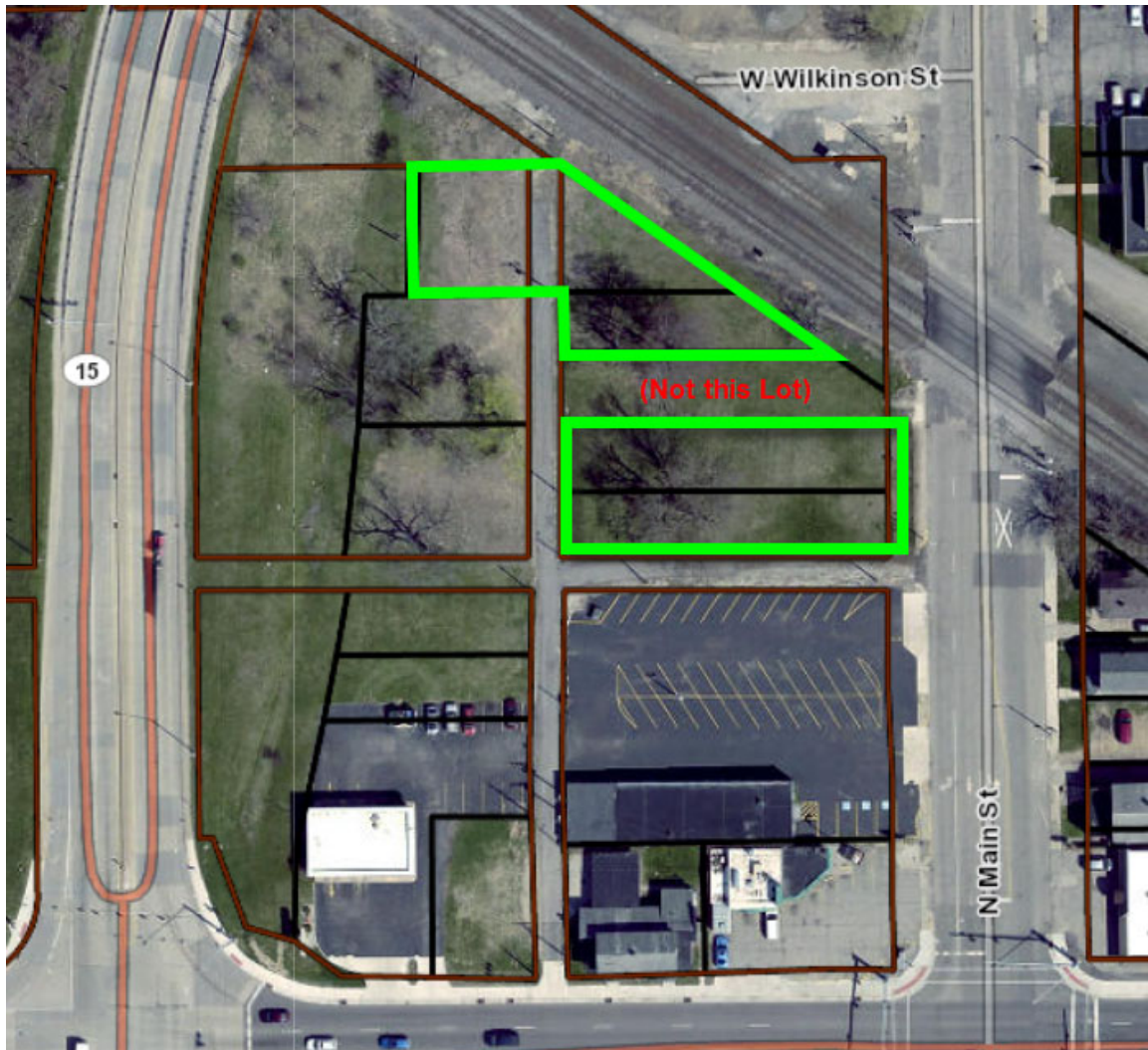
SERVICE AREA 11

305 East Kercher Road



SERVICE AREA 12

300-Block of North Main Street

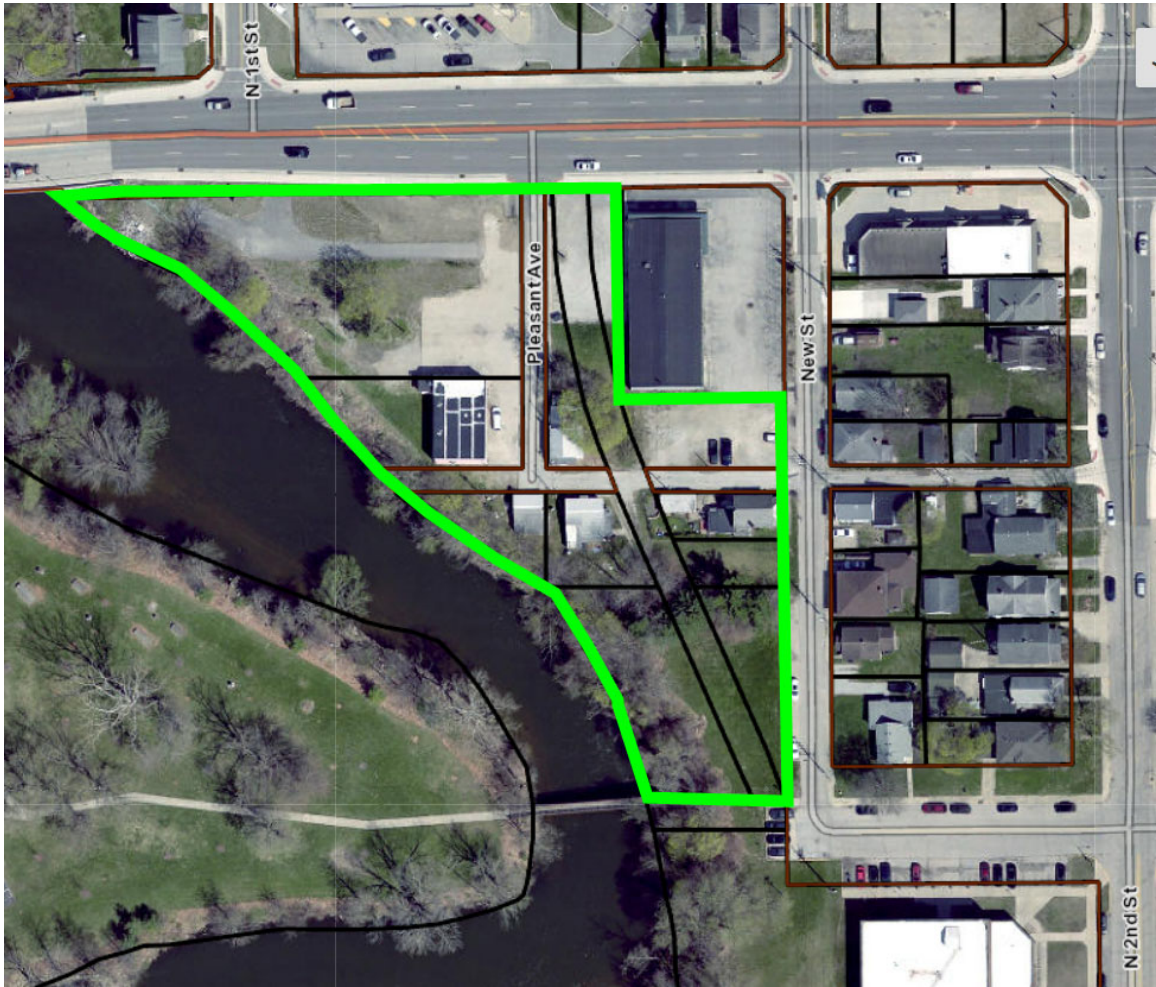


ADDITIONAL REQUIREMENTS/INFORMATION FOR SERVICE AREA 12:

1. City is in the process of transferring this real estate. City will notify Contractor when Services are to discontinued at this Service Area.
2. No fall clean-up needed at this location.

SERVICE AREA 13

400-Block West Pike Street and 200-Block New Street



SERVICE AREA 14

200-Block of South Third Street



SERVICE AREA 15

210 West Washington Street



SERVICE AREA 16

208 West Washington Street



ADDITIONAL REQUIREMENTS/INFORMATION ON SERVICE AREA 16:

1. City is in the process of acquiring this real estate. City will notify Contractor when Services are to begin at this Service Area.

SERVICE AREA 17

400-Block of South Third Street



SERVICE AREA 18

River Race Drive/South Second Street, including south Island



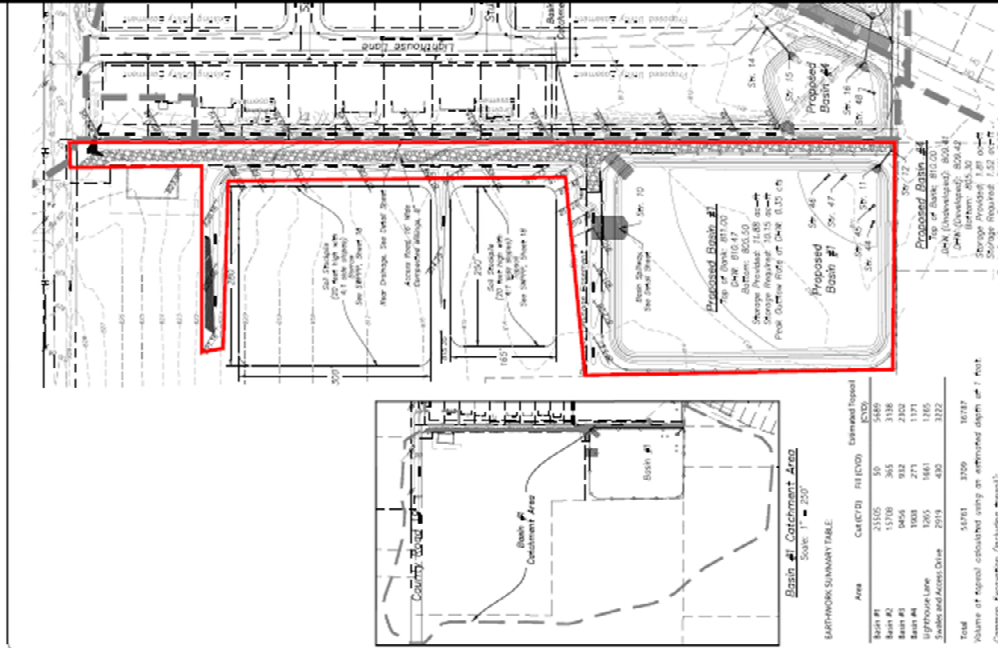
SERVICE AREA 19

600-700 Blocks of East Lincoln Avenue



SERVICE AREA 20

County Road 19 Stormwater Basin and Access Drive



(ADDITIONAL REQUIREMENTS/INFORMATION CONTINUED NEXT PAGE)

ADDITIONAL REQUIREMENTS/INFORMATION FOR SERVICE AREA 20:

1. City is working to establish vegetation on this property where ground was disturbed as part of a drainage improvement project. The areas to be mowed include the areas outlined in red along the access road (south of the fence by the drainage swale), the stormwater swales, and the stormwater detention basin. The soils in this area are heavy clay, so care is to be taken if the areas are wet.
2. In 2023, Contractor shall mow vegetation in all areas outlined in red one (1) time each month during the mowing season to a minimum height of four inches (4"). However, as new grass is being established, Contractor shall NOT mow areas where the average height of the vegetation is less than four inches (4"). In addition, if the weather is overly dry and the vegetation is dormant, Contractor shall not perform the monthly mowing.
3. Contractor shall not allow woody vegetation to become established and shall remove the weedy growth from around all pipe sections, storm structures, and riprap stone.
4. In 2024 and subsequent years, if vegetation is actively growing, Contractor shall mow the area outlined in red shall be mowed as needed, but not less than two (2) times per year, to a minimum height of three to four inches (3" to 4"). Vegetation shall not exceed a height of six inches (6").
5. No fall clean-up needed at this location.

EXHIBIT B - COSTS FOR LAWN SERVICES

4/13/23 Proposal

Contractor:

Affordable Lawn & Landscaping, Inc.
Goshen, IN

	Service Area	Basis/Unit	Estimated Count	2023 Unit Cost	2023 Estimated Total Cost for Season	2024 Unit Cost	2024 Estimated Total Cost for Season	2025 Unit Cost	2025 Estimated Total Cost for Season
1 ENG	Third Street/Madison Street from Pike Street south to Main Street, including Parking Areas (Includes Weed Control)	Lump Sum Monthly Cost	6	1,000.00	6,000.00	1,000.00	6,000.00	1,000.00	6,000.00
2 ENG	City Hall at 202 South Fifth Street, Utilities Billing Office at 203 South Fifth Street, City Annex Building at 204 East Jefferson Street, and Goshen Police & Court Building at 111 East Jefferson Street	Lump Sum Monthly Cost	6	666.67	4,000.02	666.67	4,000.02	666.67	4,000.02
3 ENG	Goshen Police Training Facility at 713 East Lincoln Avenue and Northeast Corner of East Lincoln Avenue and Olive Street	Lump Sum Monthly Cost	6	75.00	450.00	75.00	450.00	75.00	450.00
4 ENG	East Lincoln Avenue Stormwater Basin	Lump Sum Monthly Cost	6	150.00	900.00	150.00	900.00	150.00	900.00
5 ENG	901 North Main Street	Lump Sum Monthly Cost	6	80.00	480.00	80.00	480.00	80.00	480.00
6 ENG	Southeast Corner of East Wilden Avenue and North Sixth Street	Lump Sum Monthly Cost	6	50.00	300.00	50.00	300.00	50.00	300.00
7 ENG	Northeast Corner of East Wilden Avenue and North Sixth Street (Percentage increase in Service Area Cost does not apply in 2024)	Lump Sum Monthly Cost (2024)	6	0.00	0.00	50.00	300.00	50.00	300.00
8 ENG	East Kercher Road Stormwater Basin (Turf Surrounding Basin)	Lump Sum Monthly Cost	6	450.00	2,700.00	450.00	2,700.00	450.00	2,700.00
8 ENG	East Kercher Road Stormwater Basin (Side Slopes and Bottom of Basin)	Unit Cost for Each Mow	6	225.00	1,350.00	225.00	1,350.00	225.00	1,350.00
9 ENG	South Side of East Kercher Road at Pine Manor Avenue	Lump Sum Monthly Cost	6	40.00	240.00	40.00	240.00	40.00	240.00
10 ENG	West Plymouth Avenue Stormwater Basin	Lump Sum Monthly Cost	6	166.67	1,000.02	166.67	1,000.02	166.67	1,000.02

4/13/23 Proposal

Contractor:

Affordable Lawn & Landscaping, Inc.
Goshen, IN

	Service Area	Basis/Unit	Estimated Count	2023 Unit Cost	2023 Estimated Total Cost for Season	2024 Unit Cost	2024 Estimated Total Cost for Season	2025 Unit Cost	2025 Estimated Total Cost for Season
11 RDV	305 East Kercher Road	Lump Sum Monthly Cost	6	80.00	480.00	80.00	480.00	80.00	480.00
12 RDV	300-Block of North Main Street	Unit Cost for Each Mow	20	70.00	1,400.00	70.00	1,400.00	70.00	1,400.00
13 RDV	400-Block West Pike Street and 200-Block New Street	Unit Cost for Each Mow	20	50.00	1,000.00	50.00	1,000.00	50.00	1,000.00
13 RDV	400-Block West Pike Street and 200-Block New Street	Unit Cost for Fall Clean-Up	1	50.00	50.00	50.00	50.00	50.00	50.00
14 RDV	200-Block of South Third Street	Unit Cost for Each Mow	20	75.00	1,500.00	75.00	1,500.00	75.00	1,500.00
14 RDV	200-Block of South Third Street	Unit Cost for Fall Clean-Up	1	25.00	25.00	25.00	25.00	25.00	25.00
15 RDV	210 West Washington Street	Unit Cost for Each Mow	20	25.00	500.00	25.00	500.00	25.00	500.00
15 RDV	210 West Washington Street	Unit Cost for Fall Clean-Up	1	25.00	25.00	25.00	25.00	25.00	25.00
16 RDV	208 West Washington Street	Unit Cost for Each Mow	20	50.00	1,000.00	50.00	1,000.00	50.00	1,000.00
16 RDV	208 West Washington Street	Unit Cost for Fall Clean-Up	1	50.00	50.00	50.00	50.00	50.00	50.00
17 RDV	400-Block of South Third Street	Unit Cost for Each Mow	20	75.00	1,500.00	75.00	1,500.00	75.00	1,500.00
17 RDV	400-Block of South Third Street	Unit Cost for Fall Clean-Up	1	10.00	10.00	10.00	10.00	10.00	10.00

4/13/23 Proposal

Affordable Lawn & Landscaping, Inc.
Goshen, IN

Contractor:

Service Area	Basis/Unit	Estimated Count	2023 Unit Cost	2023 Estimated Total Cost for Season	2024 Unit Cost	2024 Estimated Total Cost for Season	2025 Unit Cost	2025 Estimated Total Cost for Season
18 RDV River Race Drive/South Second Street, including south Island	Unit Cost for Each Mow	20	55.00	1,100.00	55.00	1,100.00	55.00	1,100.00
18 RDV River Race Drive/South Second Street, including south Island	Unit Cost for Fall Clean-Up	1	25.00	25.00	25.00	25.00	25.00	25.00
19 RDV 600-700 Blocks of East Lincoln Avenue	Unit Cost for Each Mow	20	90.00	1,800.00	90.00	1,800.00	90.00	1,800.00
19 RDV 600-700 Blocks of East Lincoln Avenue	Unit Cost for Fall Clean-Up	1	100.00	100.00	100.00	100.00	100.00	100.00
20 ENG County Road 19 Stormwater Basin and Access Drive	Unit Cost for Each Mow (2023)	6	40.00	240.00	0.00	0.00	0.00	0.00
20 ENG County Road 19 Stormwater Basin and Access Drive (Percentage increase in Service Area Cost does not apply in 2024)	Unit Cost for Each Mow (2024)	6	0.00	0.00	40.00	240.00	40.00	240.00

Cost Adjustment for Subsequent Mowing Seasons

Maximum percentage increase in Service Area Unit Cost if renew Contract in subsequent year(s):

None
Provided



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

April 10, 2023

To: Board of Public Works and Safety

From: Brandy L. Toms

Subject: Agreement with I Fix Bricks for the completion for the downtown brick and stone planter boxes.

Attached for the Board's approval and to authorize Mayor Stutsman to execute is an agreement with I Fix Bricks for the completion for the downtown brick and stone planter boxes. I Fix Bricks will be paid \$3850 for each planter for a total cost of \$23,100 for the completion of all six (6) planters.

Suggested Motion:

Approve and authorize Mayor Stutsman to execute the agreement with I Fix Bricks for the completion for the downtown brick and stone planter boxes at a total cost of \$23,100 for the completion of the planter boxes for Downtown Goshen.

AGREEMENT

With I Fix Bricks for the Downtown Brick and Stone Planter Boxes

THIS AGREEMENT is entered into on _____, 2023, which is the last signature date set forth below, by and between **I Fix Bricks** (“Contractor”), whose mailing address is PO Box 351, North Webster, Indiana , 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 (“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 lay brick and stone around six (6) planter boxes in downtown Goshen (hereinafter referred to as “Duties”). Contractor’s Duties under this agreement include:

- (A) Lay brick around six (6) cement planter boxes, 8’ L x 4’ W x 32” H, located downtown Goshen in the general area on Main Street between Jefferson Street and Clinton Street.
- (B) Concrete blocks, red brick and stone will be the materials used to complete the planter boxes.

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 commence the Duties as soon as practical after receiving a notice to proceed from City.
- (D) Contractor shall complete all Duties by May 15, 2023.

Section 3. Compensation

- (A) City agrees to compensate Contractor \$3850 for each planter for a total sum of \$23,100 to perform all Duties to complete six (6) planters.

Section 4. Payment

- (A) City shall pay Contractor for Duties satisfactorily completed under this agreement.
- (B) 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 Goshen Economic Improvement District
City Hall
202 S 5th Street
Goshen, IN 46528

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

Section 5. Ownership of Documents

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

Section 6. 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 7. Warranty

Contractor shall warrant all workmanship and labor for a period of one (1) year from the date of completion of Duties.

Section 8. Independent Contractor

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

- (C) Contractor is solely responsible for compliance with all federal, state and local laws regarding reporting of compensation earned and payment of taxes. City will not withhold federal, state or local income taxes or any other payroll taxes.

Section 9. Non-Discrimination

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

Section 10. Employment Eligibility Verification

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

Section 11. Contracting with Relatives

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

Section 12. No Investment Activities in Iran

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

Section 13. Indemnification

Contractor shall indemnify and hold harmless the City of Goshen and City's agents, officers, and employees from and against any and all liability, obligations, claims, actions, causes of action, judgments, liens, damages, penalties or injuries arising out of any intentional, reckless or negligent act or omission by Contractor or any of Contractor's agents, officers and employees during the performance of 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 14. Insurance

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

Section 15. Force Majeure

- (A) Except for payment of sums due, neither party shall be liable to the other or deemed in default under this contract if and to the extent that such party's performance under this contract is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the party and could not have been avoided by exercising reasonable diligence. Examples of force majeure are natural disasters or decrees of governmental bodies not the fault of the affected party.
- (B) If either party is delayed by force majeure, the party affected shall provide written notice to the other party immediately. The notice shall provide evidence of the force majeure event to the satisfaction of the other party. The party shall do everything possible to resume performance. If the period of non-performance exceeds thirty (30) calendar days, the party whose ability to perform

has not been affected may, by giving written notice, terminate the contract and the other party shall have no recourse.

Section 16. Default

- (A) If Contractor fails to perform the 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 17. Termination

- (A) The agreement may be terminated in whole or in part, at any time, by mutual written consent of both parties. Contractor shall be paid for all 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 18. Notice

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

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

Contractor: I Fix Bricks
PO Box 351
North Webster, IN 46555

Section 19. Subcontracting or Assignment

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

Section 20. Amendments

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

Section 21. Waiver of Rights

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

Section 22. Applicable Laws

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

Section 23. Miscellaneous

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

Section 24. Severability

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

Section 25. Binding Effect

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

Section 26. Entire Agreement

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

Section 27. Authority to Execute

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

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

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

I Fix Bricks

Jeremy P. Stutsman, Mayor

Printed: _____

Title: _____

Date Signed: _____

Date Signed: _____

