



Board of Public Works & Safety and Stormwater Board

Regular Meeting Agenda

2:00 p.m., July 25, 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 Mayor Jeremy Stutsman

Approval of Minutes: July 18, 2022

Approval of Agenda

- 1) Fire Department:** Request to accept resignations of Tim Christner, Courtney Snyder, Matt Whitford and Jon Yoder as active Paramedics
- 2) Neighborhood request:** Request to approve partial street closure request, Aug. 6, 2022, for a neighborhood block party by the Waterford Villas II Homeowners Association
- 3) Legal Department:** Request to approve and execute Resolution 2022-25, Authorizing the Purchase of ECG Monitors (for \$129,605.88) for the Fire Department
- 4) Legal Department:** Resolution 2022-24, Acquisition of Real Estate at 1689 Reliance Road
- 5) Legal Department:** Contract for Solid Waste Collection Services with Waste Management of Indiana, L.L.C.
- 6) Water & Sewer Office:** Request to approve unpaid final accounts (Kelly Saenz)
- 7) Engineering Department:** Request to approve the closure of the southbound lane of Indiana Avenue, between Berkey Avenue and Plymouth Avenue, Aug. 1-3, 2022, for lane milling
- 8) Engineering Department:** Request to approve lane restrictions associated with the Wilden Avenue Reconstruction project
- 9) Engineering Department:** Request to approve the closure of the northbound lane of Indiana Avenue, between Berkey Avenue and Plymouth Avenue, August 4-6, 2022



10) Engineering Department: Request to approve the closure of portions of eastbound Berkey Avenue, during working hours, Aug. 1-5, 2022 to accommodate the boring activity

11) Engineering Department: Request to install temporary “no parking” signs along Johnston Street as identified by Goshen Engineering

12) Engineering Department: Approve the Mayor signing the Section 205j Water Quality Planning Program Grant for the Lower Elkhart River Watershed Management Plan in partnership with the Elkhart River Restoration Association

CITY OF GOSHEN STORMWATER BOARD

Regular Meeting Agenda

2:00 p.m., July 25, 2022

Goshen Police & Court Building, 111 East Jefferson Street, Goshen, Indiana
Members: Mayor Stutsman, Mike Landis and Mary Nichols

13) Stormwater Department: Accept the post-construction stormwater management plan for Burger King #7433

14) Stormwater Department: Accept the post-construction stormwater management plan for Professional Park Office Building & 2016 M.O.B.

Privilege of the Floor

Approval of Civil City and Utility Claims

Adjournment



BOARD OF PUBLIC WORKS & SAFETY & STORMWATER BOARD

MINUTES OF THE July 18, 2022 REGULAR MEETING

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

Present: Members Mike Landis, Mary Nichols and Barb Swartley

Absent: Mayor Jeremy Stutsman and DeWayne Riouse

CALL TO ORDER: Acting Chair Mike Landis called the meeting to order at 2:00 p.m. He said Mayor Stutsman would not be present because he was attending a 2 p.m. meeting of the City Board of Aviation.

REVIEW/APPROVE AGENDA: Acting Chair Mike Landis presented the meeting agenda with added agenda item #10. *Downtown Goshen Economic Improvement District: Request to close two parking spots on East Washington Street, July 18-22, 2022, for fountain repair.* Board member Mary Nichols moved to approve the agenda as amended. Board member Barb Swartley seconded the motion. Motion passed 3-0.

REVIEW/APPROVE MINUTES: Acting Chair Landis presented the minutes of the July 11, 2022 regular meeting. Board member Nichols moved to approve the minutes as presented and the motion was seconded by Board member Landis. Motion passed 3-0.

1) Neighborhood request: Approve the partial closure of 13th Street for the College Farm Neighborhood Block Party, on Aug. 6, 2022

Craig Yoder, a committee member of the College Farm Neighborhood Association, asked the Board to approve the closure of the 1800 block of South 13th Street, between Mervin Avenue and Leroy Street, for the association's neighborhood block party on Saturday, Aug. 6, 2022. Yoder said the Association, which consists of the area south of College Avenue from 12th Street to 15th Street, will be holding the block party from 6:30 to 9 p.m. on Aug. 6. In response to a question from Board member Landis, Yoder said that the City Street Department has agreed to provide street barricades for the event.

Nichols/Swartley moved to approve the closure of the 1800 block of South 13th Street, between Mervin Avenue and Leroy Street, from 6:30 to 9 p.m., on Saturday, Aug. 6, 2022. Motion passed 3-0.

2) Planning & Zoning Department: Accept the East College Avenue Industrial Park subdivision plat with dedications and easements

Planning & Zoning Administrator Rhonda Yoder asked the Board to accept the East College Avenue Industrial Park subdivision plat with dedications and easements.

Yoder said a four-lot industrial subdivision has been submitted, the East College Avenue Industrial Park. The property is located on both sides of College Avenue, east of the railroad, containing ±315.58 acres, and is zoned Industrial M-1. She said the subdivision meets the Zoning Ordinance and Subdivision Ordinance requirements, and is consistent with the primary subdivision approved by the Plan Commission on November 16, 2021.



Administrator Yoder said a subdivision drainage plan was accepted by the Board of Works on July 11, 2022. Public infrastructure is being constructed through a development agreement, and a bond purchased by the developer is in place. The plat includes dedication of right of way for two new streets, Brinkley Way East and Brinkley Way West, and the dedication of additional right of way along College Avenue. The plat also includes a number of easements. **Nichols/Swartley** moved to accept the East College Avenue Industrial Park subdivision plat with dedications and easements. Motion passed 3-0.

3) Legal Department: Approve agreement with Design Group International for consulting and leadership coaching for the Department of Environmental Resilience (cost of \$10,560)

Brandy Henderson, a paralegal with the City Legal Department, asked the Board to approve and authorize the Mayor to execute the agreement with Design Group International for consulting and leadership coaching for the Department of Environmental Resilience, at a cost of \$10,560.

According to the agreement, Rose J. Shetler, a senior consultant with Design Group International, will provide professional counsel to strengthen the Department of Environmental Resilience's ability to champion adaptive change across the departments of the City of Goshen in accordance with the strategies of the Climate Action Plan, and provide leadership coaching to support Aaron Sawatsky-Kingsley, Director of Environmental Resilience, in his leadership development and achievement of leadership and departmental goals. Shetler also will work with the officers and employees of the client concerning matters relating to the management and operation of the client, their financial policies, the terms and conditions of employment, and generally any matter arising out of the business affairs of the client. **Henderson** clarified that this was a one-year agreement.

Nichols/Swartley moved to approve and authorize the Mayor to execute the agreement with Design Group International for consulting and leadership coaching for the Department of Environmental Resilience at a cost of \$10,560. Motion passed 3-0.

4) Legal Department: Request to adopt Resolution 2022-23, Acknowledging House Enrolled Act 1002 and Finding that Goshen Water Utility Rates Shall Not Be Adjusted

Assistant City Attorney Matt Lawson asked the Board to adopt Resolution 2022-23, *Acknowledging House Enrolled Act 1002 and Finding that Goshen Water Utility Rates Shall Not Be Adjusted*.

Lawson said Resolution 2022-23 recommends to the Goshen Common Council that Goshen Water Utility rates shall not be adjusted due to the repeal of the utility tax receipts in HEA 1002 in accordance with the advice of the City's municipal advisor, Baker Tilly.

In response to question from **Board member Landis**, **City Attorney Bodie Stegelmann** and **City Director of Public Works and Utilities Dustin Sailor** clarified the background and purpose of the resolution. They explained that the City's additional expenses have exceeded what the City would have lost from repealing the tax.

Nichols/Swartley moved to adopt Resolution 2022-23, Acknowledging House Enrolled Act 1002 and Finding that Goshen Water Utility Rates Shall Not Be Adjusted. Motion passed 3-0.

5) Legal Department: Agreement with Habitat for Humanity of Elkhart County for the demolition of the property at 414 River Avenue and site preparation to build a single-family home



Brandy Henderson, a paralegal with the City Legal Department, asked the Board to approve and authorize Mayor Stutsman to execute the agreement with Habitat for Humanity of Elkhart County to support the project outlined in its submitted application.

Henderson said the City of Goshen has various community service organizations that provide services or programs to its residents in a manner more efficient than what the City can provide. The City has supported these organizations with funds in the past and wishes to continue to do so. These organizations were subject to an application process requiring specific documentation regarding their organization, including a detailed description of how these funds will be used.

Habitat for Humanity of Elkhart County, one such community service organization that has applied for these funds, has requested \$10,000 to help with the 414 River Avenue project. Habitat for Humanity has provided all the required information and an agreement is now being brought before the Board for consideration and approval.

Board member Landis said this property was discussed by the Board last week and asked how soon Habitat for Humanity intended to demolish the home at 414 River Avenue. **Greg Conrad**, executive director of Habitat for Humanity, said the home already has been demolished and work has begun to prepare the site for construction.

Nichols/Swartley moved to execute the agreement with Habitat for Humanity of Elkhart County to support the project outlined in the submitted application. Motion passed 3-0.

6) Legal Department: Approve and execute Amendment No. 1 to the agreement with Jacobi, Toombs, & Lanz, Inc. for Building Plan Review (increase to \$25,000)

City Attorney Bodie Stegelmann asked the Board to approve and execute Amendment No. 1 to the Agreement with Jacobi, Toombs, & Lanz, Inc. for Building Plan Review to increase the amount of the Agreement to \$25,000.00. **Stegelmann** said that in December 2021 the Board approved an agreement with Jacobi, Toombs & Lanz, Inc. for Building Plan Review. The agreement called for Jacobi, Toombs & Lanz, Inc., to be paid at an hourly rate in an amount not to exceed Ten Thousand Dollars (\$10,000.00) for Building Plan Review. He said the volume of services needed under the Agreement has exceeded expectations, and staff seeks an amendment to the Agreement to increase the "not to exceed" amount of the Agreement to \$25,000.00.

Board member Landis asked if City staff originally asked for site plan review assistance not knowing how helpful it would be and only now has determined more assistance is necessary. **Stegelmann** said the plans to be reviewed exceeded expectations. **Deputy Mayor Mark Brinson** added that the City has had many large and complex projects. **Nichols/Swartley moved to approve and execute Amendment No. 1 to the Agreement with Jacobi, Toombs, & Lanz, Inc. for Building Plan Review to increase the agreement amount to \$25,000.00. Motion passed 3-0.**

7) Engineering Department: Approve Balancing Change Order #2 for 16th Street Reconstruction (JN: 2020-0038), decreasing the contract by \$33,942.50

City Director of Public Works and Utilities Dustin Sailor asked the Board to approve the balancing Change Order No. 2 decreasing the contract \$33,942.50 for a final contract amount of \$1,373,781.00.

Sailor said Change Order No. 2 reduces the current contract price \$33,942.50, making the final contract amount \$1,373,781.00, a 2.41 % decrease over the original contract of \$1,407,723.50.

Nichols/Swartley moved to approve the balancing Change Order No. 2 decreasing the contract \$33,942.50 for a final contract amount of \$1,373,781.00. Motion passed 3-0.



8) Engineering Department: Approve and authorize the Mayor to sign Agreement Amendment #1 with Abonmarche Consulting for GIS and IT on-call services (not-to-exceed fee of \$100,000, of which \$40,000 is allocated for on-call services)

City Director of Public Works and Utilities Dustin Sailor asked the Board to approve and authorize the Mayor to sign Agreement Amendment No. 1 with Abonmarche Consulting for GIS and IT On-call Services for a not to exceed fee of \$100,000.00.

Sailor said the City has a contract with Abonmarche Consulting to provide GIS1 services for the development of the Lead and Copper Service Inventory. With the recent resignation of the City's GIS Coordinator, staff has identified the need for an evaluation of the City's GIS framework, protocols, and management structure. In addition, Abonmarche Consulting has been assisting the City in the selection of software for the CCTV2 equipment that will integrate with the GIS system. As part of this agreement amendment, Abonmarche Consulting will assist in the integration of the new camera truck software with the City's camera truck upgrade. As a final item, Abonmarche Consulting has offered a fee for on-call services that will assist with onboarding a new GIS Coordinator and allow City projects requiring GIS to be implemented in a timely fashion.

Work associated with the base agreement amendment is to be completed by December 15, 2022, and the on-call services will extend through the end of the year. The service agreement is for a not to exceed amount of \$100,000.00, of which \$40,000.00 is allocated for on-call services.

Asked by **Board member Landis** if the City will need to rely on Abonmarche Consulting for the same services in 2023, **Sailor** said that has yet to be determined. He said several of the projects in progress now should be completed by the end of the year, but additional help may be needed afterward.

Nichols/Swartley moved to approve and authorize the Mayor to sign Agreement Amendment No. 1 with Abonmarche Consulting for GIS and IT On-call Services for a not to exceed fee of \$100,000.00. Motion passed 3-0.

9) Clerk-Treasurer request: Approve a change in the date of the partial closure of 7th Street (from Aug. 27 to Aug. 13) for the Historic Southside Neighborhood Association's block party

Clerk-Treasurer Richard R. Aguirre asked the Board to approve the request from the Historic Southside Neighborhood Association for the closure of the 500 block of South 7th, from 4 p.m. to 8 p.m. on Aug. 13, 2022 and for the use of City barricades for the association's annual picnic and block party.

Aguirre said that on May 16, 2022, the Board approved requests from Terri Wentz, chairperson of the Historic Southside Neighborhood Association, for half-price rates for the use of three trailers in June for the neighborhood's Spring Clean-up and in September for its Fall Clean-up as well as the closure of the 500 block of South 7th Street on the afternoon of Aug. 27, 2022 for the association's annual picnic.

Aguirre said on July 12, 2022, the Clerk-Treasurer received the following email from Terri Wentz:

"Good evening, Richard, On May 16 at the Board of Works meeting, Historic Southside Neighborhood Association was granted a street closure for our annual picnic on August 27th. We have had to change the date our event to August 13th. I spoke with Monica at the street department, she has made that change, for the barriers in the 500 block of South 7th Street. She suggested I contact you, to correct your records. If I need to come before the B.O.W. again, please advise. Thank you and sorry for any inconvenience this change may cause."



Nichols/Swartley moved to approve the request from the Historic Southside Neighborhood Association for the closure of the 500 block of South 7th, from 4 p.m. to 8 p.m. on Aug.13, 2022 and for the use of City barricades for the association's annual picnic and block party. Motion passed 3-0.

10) Downtown Goshen Economic Improvement District: Request to close two parking spots on East Washington Street, July 18-22, 2022, for fountain repair

Scott Woldruff, president of the Downtown Goshen Economic Improvement District, asked the Board to approve the closure of the first two eastbound parking spaces on East Washington Street, in front of L & M Hair Salon. The request was for the closure of spaces from July 18 through July 22, 2022. Woldruff said this request was being made to allow Aquascapes of Michiana to complete a fountain repair.

Nichols/Swartley moved to approve the closure of the first two eastbound parking spots on East Washington Street from July 18 through July 22, 2022. Motion passed 3-0.

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

Acting Chair Landis opened Privilege of the Floor at 2:22 p.m.

There were no public comments, so Acting Chair Landis closed Privilege of the Floor at 2:22 p.m.

As all matters before the Board of Public Works & Safety were concluded, Acting Chair Landis/Nichols moved to approve Civil City and Utility claims and adjourn the meeting. Motion passed 3-0.

Acting Chair Landis adjourned the meeting at 2:22 p.m.

APPROVED

Jeremy Stutsman, Chair

Michael Landis, Member



Mary Nichols, Member

DeWayne Riouse, Member

Barb Swartley, Member

ATTEST

Richard R. Aguirre, City of Goshen Clerk-Treasurer



BRUCE NETHERCUTT, ASSISTANT CHIEF
FIRE DEPARTMENT, CITY OF GOSHEN
209 N. 3rd Street Goshen, Indiana 46526
Phone (574) 533-5903
Fax (574) 533-7263

July 20, 2022

To: Board of Works and Public Safety

RE: Resignation of Tim Christner as an active Paramedic

From: Assistant Chief Bruce Nethercutt

Tim Christner submitted his desire to resign as an active Paramedic with GFD. I am requesting that you affirm his request effective July 25th, 2022.



BRUCE NETHERCUTT, ASSISTANT CHIEF
FIRE DEPARTMENT, CITY OF GOSHEN
209 N. 3rd Street Goshen, Indiana 46526
Phone (574) 533-5903
Fax (574) 533-7263

July 20, 2022

To: Board of Works and Public Safety

RE: Resignation of Courtney Snyder as an active Paramedic

From: Assistant Chief Bruce Nethercutt

Courtney Snyder submitted his desire to resign as an active Paramedic with GFD. I am requesting that you affirm his request effective July 25th, 2022.



BRUCE NETHERCUTT, ASSISTANT CHIEF
FIRE DEPARTMENT, CITY OF GOSHEN
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Phone (574) 533-5903
Fax (574) 533-7263

July 20, 2022

To: Board of Works and Public Safety

RE: Resignation of Matt Whitford as an active Paramedic

From: Assistant Chief Bruce Nethercutt

Matt Whitford submitted his desire to resign as an active Paramedic with GFD. I am requesting that you affirm his request effective July 25th, 2022.



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FIRE DEPARTMENT, CITY OF GOSHEN
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July 20, 2022

To: Board of Works and Public Safety

RE: Resignation of Jon Yoder as an active Paramedic

From: Assistant Chief Bruce Nethercutt

Jon Yoder submitted his desire to resign as an active Paramedic with GFD. I am requesting that you affirm his request effective July 25th, 2022.

July 21, 2022

To: Goshen Board of Public Works

From: Jim Ramer — Waterford Villas II

Re: Waterford Villas II Neighborhood Block Party

Date: July 25, 2022

The Waterford Villas II HOA consisting of the Newbury Circle street is **requesting permission to hold a Neighborhood Block Party on the east end of Newbury street from Regent to 100 feet west of the curve, on Saturday August 6, 2022, from 4:00 to 8:00 PM.** The Waterford Villas HOA is requesting this **one block be closed during this time.** Thank you for considering this request.

Jim Ramer

2105 Newbury Circle

Email: bull46526@yahoo.com



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: Special Purchase of ECG Monitors for Fire Department
Date: July 25, 2022

Attached for the Board's approval is Resolution 2022-25 Authorizing the Purchase of ECG Monitors for the Fire Department. The Fire Department is able to take advantage of one-time special pricing offered by Philips for its monitors with state-of-the-art technology. The net purchase price will be \$129,605.88, which represents a substantial savings to the City.

Suggested Motion:

Approve and execute Resolution 2022-25 Authorizing the Purchase of ECG Monitors for the Fire Department, and authorize Mayor Stutsman to execute and additional documents required by Philips for the purchase.

RESOLUTION 2022-25

Authorizing the Purchase of ECG Monitors for Fire Department

WHEREAS, the City of Goshen Fire Department ("GFD") uses ECG monitors as part of its emergency response function;

WHEREAS, ECG monitors currently being used by the GFD provide inconsistent readings due to interference from radio, microwave, cellular and other signals;

WHEREAS, the GFD studied ECG monitors currently available on the market and determined that Tempes Pro monitors sold by Philips utilize technology that allows the monitors to function properly in the presence of the interference from radio, microwave, cellular and other signals;

WHEREAS, the GFD has recently been made aware of an offer by Philips under which the City can purchase Tempes Pro monitors at a substantial savings to the City;

WHEREAS, the City through its purchasing agent may make a special purchase under Indiana Code § 5-22-10 without soliciting bids or proposals if it determines in writing the basis for the special purchase and the selection of a particular contractor;

WHEREAS Indiana Code § 5-22-10-5 allows the City to make a special purchase when there exists a unique opportunity to obtain supplies or services at a substantial savings to the City;

WHEREAS, the GFD has solicited information from three (3) vendors of ECG monitors and determined that the Philips offer of Tempes Pro monitors is the lowest responsive, responsible quote for ECG monitors that could function properly in an environment with interference from radio, microwave, cellular and other signals;

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

(1) The City of Goshen, through its Board of Public Works and Safety, on behalf of the City of Goshen Fire Department is authorized to make a special purchase pursuant to Indiana Code § 5-22-10-5, as the offer represents a substantial savings to the City.

(2) The special purchase of four (4) Tempes Pro cardiac monitors shall be made from Philips in the amount of One Hundred Twenty-Nine Thousand Six Hundred Five and 88/100 Dollars (\$129,605.88), which represents a substantial savings to the City. A copy of the quote is attached to this resolution.

(3) The contract records for the special purchase authorized by this resolution shall be maintained by the Goshen Board of Public Works and Safety in a separate file in the Clerk-Treasurer's Office for a minimum of five (5) years in accordance with Indiana Code § 5-22-10-3.

PASSED by the Goshen Board of Public Works and Safety on July _____, 2022.

Jeremy P. Stutsman, Mayor

Mary Nichols, Member

DeWayne Riouse, Member

Michael A. Landis, Member

Barb Swartley, Member



Formal Quotation

Document number: 2301268940
Date of issue: 07/08/2022

Sold to (94323074):
Goshen Fire Department
209 N 3rd St
GOSHEN IN 46526-3201
UNITED STATES

Last updated: 07/08/2022 15:09:49

Expiration date: 07/31/2022

Our contact details

Account Manager: Stephanie Wirkner

Incoterms: FOB DESTINATION

Payment terms: Within 30 Days Due Net

Item	Product and Description	Quantity	UoM	Price/Unit	Amount
					Currency: USD
10	989706001671 Tempus ALS Manual Package 2 Old material number: -3005-US Commodity code (HS/HTS): 9018906400	4	PCE	List Price Special discount Dollar Commit Disc. (19%) Trade-in Allowance Cash Price Net Amount Credit Card Price Net Amount	146,000.00 -9,018.24 -27,740.00 -8,000.00 101,241.76 103,266.60
				36,500.00/1 PCE	
20	989706000421 Tempus Pro Lithium-ion Battery Old material number: 1-2051 Commodity code (HS/HTS): 8507600020	4	PCE	List Price Dollar Commit Disc. (19%) Cash Price Net Amount Credit Card Price Net Amount	2,400.00 -456.00 1,944.00 1,982.88
				600.00/1 PCE	
30	989706000611 Masimo Rainbow DCI Adult-Clip 3ft Old material number: 1-2086 Commodity code (HS/HTS): 90229020	4	PCE	List Price Dollar Commit Disc. (19%) Cash Price Net Amount Credit Card Price Net Amount	3,800.00 -722.00 3,078.00 3,139.56
				950.00/1 PCE	
40	989706000961 Printer Paper Roll with 110mm Grid x10 Old material number: 1-2187 Commodity code (HS/HTS): 90229020	4	PCE	List Price Dollar Commit Disc. (19%) Cash Price Net Amount Credit Card Price Net Amount	260.00 -49.40 210.60 214.81
				65.00/1 PCE	

Via ACH/EFT:
Payee: Philips Healthcare
Bank: Bank of America
Account#: 3750202223
ABA#: 1110-0001-2

Via Check:
Philips Healthcare
P.O. Box 100355
Atlanta, GA 30384-0355





Formal Quotation

Document number: 2301268940

Date of issue: 07/08/2022

Item	Product and Description	Quantity	UoM		Price/Unit	Amount
						Currency: USD
50	989706012550 Inseego 4G Dongle Kit Factory Old material number: 1-2301 Commodity code (HS/HTS): 90189084	4	PCE	List Price	515.00/1 PCE	2,060.00
				Dollar Commit Disc. (19%)		-391.40
				Cash Price Net Amount	417.15/1 PCE	1,668.60
				Credit Card Price Net Amount	425.49/1 PCE	1,701.97
60	989706010040 Tempus LS Electrodes-Adult Old material number: 1-3020 Commodity code (HS/HTS): 9018906400	4	PCE	List Price	46.00/1 PCE	184.00
				Dollar Commit Disc. (19%)		-34.96
				Cash Price Net Amount	37.26/1 PCE	149.04
				Credit Card Price Net Amount	38.01/1 PCE	152.02
70	989706010050 Tempus LS Electrodes-Pediatric Old material number: 1-3021 Commodity code (HS/HTS): 9018906400	4	PCE	List Price	51.00/1 PCE	204.00
				Dollar Commit Disc. (19%)		-38.76
				Cash Price Net Amount	41.31/1 PCE	165.24
				Credit Card Price Net Amount	42.14/1 PCE	168.54
80	989706001201 Masimo Rainbow SpCO Factory License Old material number: 5-2023 Commodity code (HS/HTS): 49070090	4	PCE	List Price	3,250.00/1 PCE	13,000.00
				Dollar Commit Disc. (19%)		-2,470.00
				Cash Price Net Amount	2,632.50/1 PCE	10,530.00
				Credit Card Price Net Amount	2,685.15/1 PCE	10,740.60
90	989706001221 ST & QT Real Time Licence Old material number: 5-2026 Commodity code (HS/HTS): 49070090	4	PCE	List Price	500.00/1 PCE	2,000.00
				Dollar Commit Disc. (19%)		-380.00
				Cash Price Net Amount	405.00/1 PCE	1,620.00
				Credit Card Price Net Amount	413.10/1 PCE	1,652.40
100	989706001741 Tempus Pro Pouch Rail System - Right Old material number: 5-2039 Commodity code (HS/HTS): 90229020	4	PCE	List Price	75.00/1 PCE	300.00
				Dollar Commit Disc. (19%)		-57.00
				Cash Price Net Amount	60.75/1 PCE	243.00
				Credit Card Price Net Amount	61.97/1 PCE	247.86
110	989706001251 Patient Data Email Licence Old material number: 5-2053 Commodity code (HS/HTS): 49070090	4	PCE	List Price	1.00/1 PCE	4.00
				Dollar Commit Disc. (19%)		-0.76
				Cash Price Net Amount	0.81/1 PCE	3.24
				Credit Card Price Net Amount	0.83/1 PCE	3.30
120	989706001261 WebAPI License Old material number: 5-2054 Commodity code (HS/HTS): 49070090	4	PCE	List Price	1.00/1 PCE	4.00
				Dollar Commit Disc. (19%)		-0.76
				Cash Price Net Amount	0.81/1 PCE	3.24
				Credit Card Price Net Amount	0.83/1 PCE	3.30

Via ACH/EFT:
Payee: Philips Healthcare
Bank: Bank of America
Account#: 3750202223
ABA#: 1110-0001-2

Via Check:
Philips Healthcare
P.O. Box 100355
Atlanta, GA 30384-0355





Formal Quotation

Document number: 2301268940

Date of issue: 07/08/2022

Item	Product and Description	Quantity	UoM		Price/Unit	Amount	
						Currency: USD	
130	989706001271 12-Lead ECG Licence (AAMI) Old material number: 5-2055 Commodity code (HS/HTS): 49070090	4	PCE	List Price	3,250.00/1 PCE	13,000.00	
				Dollar Commit Disc. (19%)		-2,470.00	
				Cash Price Net Amount	2,632.50/1 PCE	10,530.00	
				Credit Card Price Net Amount	2,685.15/1 PCE	10,740.60	
140	989706002131 Glasgow ECG algorithm Old material number: 5-2075 Commodity code (HS/HTS): 49070090	4	PCE	List Price	232.00/1 PCE	928.00	
				Dollar Commit Disc. (19%)		-176.32	
				Cash Price Net Amount	187.92/1 PCE	751.68	
				Credit Card Price Net Amount	191.68/1 PCE	766.71	
150	989706001461 English Commodity code (HS/HTS): 4901100000	4	PCE	List Price	1.00/1 PCE	4.00	
				Dollar Commit Disc. (19%)		-0.76	
				Cash Price Net Amount	0.81/1 PCE	3.24	
				Credit Card Price Net Amount	0.83/1 PCE	3.30	
160	989706010005 IntelliSpace Corsium ReachBak (24*7) Old material number: 5-2071 Commodity code (HS/HTS): 49070090	4	PCE	List Price	750.00/1 PCE	3,000.00	
				Dollar Commit Disc. (19%)		-570.00	
				Cash Price Net Amount	607.50/1 PCE	2,430.00	
				Credit Card Price Net Amount	619.65/1 PCE	2,478.60	
170	890416 Connected Care Service Agreement A11 3 Years of Service B04 Comprehensive Onsite	1	PCE	List Price	26,016.00/1 PCE	26,016.00	
					0.00/1 PCE	0.00	
					0.00/1 PCE	0.00	
			Cash Price Net Amount	26,016.00/1 PCE	26,016.00		
			Credit Card Price Net Amount	26,536.32/1 PCE	26,536.32		
180	861304 HeartStart FRx Defibrillator C01 Standard Carry Case UPC code: 884838080768 Commodity code (HS/HTS): 9018906400	4	PCE	List Price	1,995.00/1 PCE	7,980.00	
					151.41/1 PCE	605.64	
			Cash Price Net Amount	2,146.41/1 PCE	8,585.64		
			Credit Card Price Net Amount	2,189.34/1 PCE	8,757.35		
190	989803139311 Infant/Child Key, FRx Defibrillator UPC code: 884838038004 Commodity code (HS/HTS): 9018907580	4	PCE	List Price	108.15/1 PCE	432.60	
					Cash Price Net Amount	108.15/1 PCE	432.60
					Credit Card Price Net Amount	110.31/1 PCE	441.25

Via ACH/EFT:
Payee: Philips Healthcare
Bank: Bank of America
Account#: 3750202223
ABA#: 1110-0001-2

Via Check:
Philips Healthcare
P.O. Box 100355
Atlanta, GA 30384-0355





Formal Quotation

Document number: 2301268940

Date of issue: 07/08/2022

Item	Product and Description	Quantity UoM	Price/Unit	Amount Currency: USD
			Total Cash Price Net Amount	169,605.88
			Total Credit Card Price Net Amount	172,997.97

*The above indicates net prices that are each associated with a payment method. Philips will invoice Customer, and Customer will pay the net price that corresponds to the payment method that Customer elected in its purchase order or signed quote. Prior to invoice, Customer may modify the payment method by providing Philips with an amended purchase order that reflects the new payment method and the corresponding price.

Philips Healthcare is pleased to inform you that financing of its products and services is available to qualified applicants. To obtain more information contact Philips Medical Capital @ 866-513-4PMC.

*

The discount quoted herein is/are a combination of the Purchase Agreement Discount and a Special Negotiated Discount.

*

Promotion 60635US Expiration 07/31/22

*

The discount quoted herein is/are a combination of the Purchase Agreement Discount and a Special Negotiated Discount.

MD Buyline -- Please be aware that MD Buyline utilizes Philips current list prices as the basis of calculation for discount comparisons. If you are a customer utilizing a GPO contract with fixed pricing, it is likely that the list price on this quotation is based on an older published price list, and may be considerably less than the current list pricing that MD Buyline uses in its analysis. As such, the MD Buyline discount recommendation may be higher than the Philips offering for your particular purchase. If you have a question, please ask your Sales Representative for clarification. Should you have concerns or want additional information relative to how discount comparisons are calculated at MD Buyline, please call your analyst at MD Buyline.

*

All work is scheduled within normal working hours; Monday through Friday, 8 a.m. to 5 p.m. excluding Philips holidays.

All pricing is based on travel zones 1-3. For travel zones beyond 1-3, consult your Philips sales rep for alternate pricing.

It is the customers responsibility to provide Philips with the access necessary to complete the quoted work in a continuous start to finish manner.

Excessive delays and multiple visits will result in additional charges.

All prices are based upon 'adequate access' to work areas that are free from obstruction.

If it is determined, during the implementation that asbestos removal is required; Philips will suspend performance until the Customer remediates the asbestos.

Philips will work with the customers staff to reduce the downtime during the system transition.

*

*

Products are for USA end-use only. Taxes, if applicable, are not included unless noted but will be added to the invoice. The Purchase Order must reference the Quote Number and your Purchase Agreement. Please indicate your requested delivery date and your preference, if any, to accept and pay for partial shipments. If this quote includes Value-Added Services, they may be invoiced separately. Additional sold training must be completed

Via ACH/EFT:

Payee: Philips Healthcare
Bank: Bank of America
Account#: 3750202223
ABA#: 1110-0001-2

Via Check:

Philips Healthcare
P.O. Box 100355
Atlanta, GA 30384-0355





Formal Quotation

Document number: 2301268940
Date of issue: 07/08/2022

within twelve months of delivery/installation. System cabling, if included, is specified at the standard grade unless noted otherwise.

*

This quote specifically excludes Licensing & Permit Fees, Prevailing Wage Compensation and Union Labor.

*

IMPORTANT NOTICE: Health care providers are reminded that if the transactions herein include or involve a loan or a discount (including a rebate or other price reduction), they must fully and accurately report such loan or discount on cost reports or other applicable reports or claims for payment submitted under any federal or state health care program, including but not limited to Medicare and Medicaid, such as may be required by state or federal law, including but not limited to 42 CFR 1001.952(h).

If a Premier or Vizient group purchasing organization Contract # is listed above, this Formal Quotation (Quotation) and any related accepted purchase order (PO) are subject to the terms and conditions of such Premier or Vizient Contract #, as well as Philips Terms and Conditions of Sale posted at <http://www.usa.philips.com/healthcare/about/terms-conditions> ("Philips Terms"). If a Contract # is listed above with no reference to Premier or Vizient, this Quotation and any related accepted PO are subject to the terms and conditions of such Contract #. If no specific Contract # is listed above, this Quotation and any related accepted PO are subject to Philips Terms.

This Quotation contains confidential and proprietary information of Philips Healthcare and is intended for use only by the customer whose name appears on this Quotation. It may not be disclosed to third parties without prior written consent of Philips Healthcare.

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Philips Healthcare

A division of Philips North America LLC

414 Union St, 2nd Floor

Nashville, TN 37219

Signatures _____	Date _____
_____	Date _____
_____	Date _____
_____	Date _____
_____	Date _____
_____	Date _____

Via ACH/EFT:
Payee: Philips Healthcare
Bank: Bank of America
Account#: 3750202223
ABA#: 1110-0001-2

Via Check:
Philips Healthcare
P.O. Box 100355
Atlanta, GA 30384-0355



ACCOUNTS PAYABLE VOUCHER

CITY OF GOSHEN, INDIANA

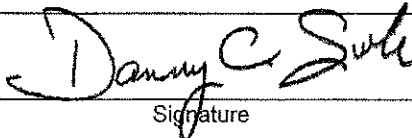
An invoice or bill to be properly itemized must show: kind of service, where performed, dates service rendered, by whom, rates per day, number of hours, rate per hour, number of units, price per unit, etc.

Payee Philips Healthcare PO Box 100355 Atlanta GA 30384-0355	Purchase Order No. <u>071822BN</u> Terms <u>Net 30</u> Date Due _____
--	---

Invoice Date	Invoice Number	Description (or note attached invoice(s) or bill(s))	Amount
7/8/2022	2301268940	Tempus Cardiac Monitor Purchase (4)	\$129,605.88
Total:			\$129,605.88

I hereby certify that the attached invoice(s), or bill(s), is (are) true and correct and that the materials or services itemized thereon for which charge is made were ordered and received except _____

18-Jul-22



 Signature

Fire Chief
 Title

I hereby certify that the attached invoice(s), or bill(s), is (are) true and correct and I have audited same in accordance with IC 5-11-10-1.6.

_____, 19____

 Clerk - Treasurer

VOUCHER NO. _____ WARRANT NO. _____

Philips Healthcare **6558**

PO Box 100355

Atlanta GA 30384-0355

ALLOWED 7/8/2022

IN THE SUM OF **\$129,605.88**

\$129,605.88

ON ACCOUNT OF
APPROPRIATION FOR
2301268940

COST DISTRIBUTION LEDGER CLASSIFICATION
IF CLAIM PAID MOTOR VEHICLE HIGHWAY FUND

Acct. No.	Account Title	Amount
	433-510-00-445-0501	\$129,605.88

Board Members



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

July 25, 2022

To: Board of Public Works and Safety

From: Shannon Marks, Legal Compliance Administrator

Subject: Resolution 2022-24 – Acquisition of Real Estate at 1689 Reliance Road

The City is planning to make roadway improvements at the intersection of Reliance Road and Peddler's Village Road and needs to acquire certain real estate for this project. Resolution 2022-24 approves the terms and conditions of an Agreement for the Sale and Purchase of Real Estate with Delmar J. Birkey and Stacy R. Birkey for the City's acquisition of real estate at 1689 Reliance Road, and authorizes the Mayor to execute the Agreement and any other documents on behalf of the Board and the City of Goshen for this purpose.

Suggested Motion:

Move to adopt Resolution 2022-24, Acquisition of Real Estate at 1689 Reliance Road.

**Goshen Board of Public Works and Safety
Resolution 2022-24**

Acquisition of Real Estate at 1689 Reliance Road

WHEREAS the City of Goshen plans to make roadway improvements at the intersection of Reliance Road and Peddler’s Village Road, hereinafter referred to as the “Project.”

WHEREAS the City of Goshen needs to acquire certain real estate for the Project more commonly known as 1689 Reliance Road, Goshen, hereinafter referred to as the “Real Estate.”

WHEREAS the Goshen Redevelopment Commission is providing funding for the City’s acquisition of the Real Estate.

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

- (1) The terms and conditions of the Agreement for the Sale and Purchase of Real Estate attached to and made a part of this resolution are approved.
- (2) Mayor Jeremy P. Stutsman is authorized to execute the Agreement for the Sale and Purchase of Real Estate and any other documents on behalf of the Goshen Board of Public Works and Safety and the City of Goshen that are necessary to effectuate the City’s acquisition of the Real Estate.
- (3) The execution of the Agreement for the Sale and Purchase of Real Estate shall be presented to the Goshen Redevelopment Commission for ratification.

PASSED by the Goshen Board of Public Works and Safety on _____, 2022.

Jeremy P. Stutsman, Mayor

Mary Nichols, Member

DeWayne Riouse, Member

Michael A. Landis, Member

Barb Swartley, Member

AGREEMENT FOR THE SALE AND PURCHASE OF REAL ESTATE

THIS AGREEMENT is made and entered into on _____, 2022, which is the last signature date set forth below, by and between **Delmar J. Birkey and Stacy R. Birkey**, joint tenants with right of survivorship (“Seller”), 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 (“Goshen”).

REAL ESTATE

In consideration of the purchase price and on the terms, covenants and conditions to be kept and performed by the respective parties, Seller agrees to sell and Goshen agrees to purchase the following real estate located in Harrison Township, Elkhart County, Indiana, more commonly known as **1689 Reliance Road, Goshen, Indiana, 46526**, and more particularly described as follows:

Lot Numbered One (1) as said lot is known and designated on the recorded Plat of Martin's East R & R Addition in Harrison Township; said Plat being recorded in Plat Book 22, page 73, In the Office of the Recorder of Elkhart County, Indiana.

(Parcel Number: 20-10-01-226-010.000-036)

The above described real estate is hereinafter referred to as the “Real Estate.”

The Real Estate shall include all land, all pertinent rights, privileges and easements and all buildings and fixtures in their present condition.

IN LIEU OF EMINENT DOMAIN

Goshen is acquiring the Real Estate to make roadway improvements at the intersection of Reliance Road and Peddler’s Village Road. While the terms have been amicably negotiated between the parties, the parties have entered into the negotiation process to avoid the commencement of an eminent domain lawsuit.

PURCHASE PRICE

Goshen agrees to pay and Seller agrees to accept the total sum of Two Hundred Twenty-two Thousand Five Hundred Dollars (\$222,500) to be paid at the closing.

APPRAISALS

Goshen has obtained at Goshen’s expense two appraisals of the Real Estate. Goshen has supplied copies of the appraisals to Seller.

ADDITIONAL COMPENSATION DUE SELLER

In addition to the purchase price set forth in the agreement, Goshen owes the following additional obligations to Seller for the Seller's relocation to a new site.

(1) In accordance with Indiana Code § 8-23-17-13(1), Goshen will pay to Seller actual reasonable expenses incurred by Seller in moving. Such reasonable expenses shall not exceed \$Two Thousand Five Hundred Dollars (\$2,500). The payment will be made after possession of the Real Estate is delivered to Goshen and within thirty (30) days after Goshen receives an invoice with supporting expense documentation from Seller.

(2) In accordance with Indiana Code § 8-23-17-17(a), Goshen will pay to Seller Two Thousand Five Hundred Dollars (\$2,500) to enable Seller to make a down payment on the purchase of an adequate replacement dwelling. The payment will be made within thirty (30) days of the execution of this agreement or at closing, whichever occurs first.

(3) In accordance with Indiana Code § 8-23-17-17(b), Goshen will pay to Seller reasonable expenses incurred by Seller for evidence of title, recording fees, and other closing costs incidental to the purchase of the replacement dwelling, but not including prepaid expenses. The payment will be made within thirty (30) days after Goshen receives a supporting expense documentation (i.e., settlement statement) from Seller.

(4) In accordance with Indiana Code § 8-23-17-18 and Indiana Code § 8-23-17-20 and upon request of Seller, Goshen agrees to provide relocation assistance to Seller.

WARRANTIES

(1) Seller warrants that Seller will convey a good and merchantable title to Goshen.

(2) Goshen accepts the Real Estate AS IS without warranty of habitability. Seller makes no warranty, express or implied, that the Real Estate is suitable for any particular purpose.

(3) Goshen has made its own inspection of the Real Estate and relies solely upon Goshen's observation in deciding to purchase the Real Estate. Goshen does not rely upon any representation of Seller or any agent of Seller.

TAXES AND ASSESSMENTS

Seller shall pay the real estate taxes and assessments for 2021 due and payable in 2022. The real estate taxes and assessments for 2022 due and payable in 2023 shall be prorated between Seller and Goshen as of the date of closing. If the tax rate and/or assessment for taxes have not been determined, the rate and/or assessment shall be assumed to be the same as the prior year for the purpose of proration and credit for due but unpaid taxes and assessments. Goshen shall pay all real estate taxes and assessments for 2023 due and payable in 2024 and thereafter.

TITLE SEARCH

Goshen has obtained a title search for the Real Estate at Goshen's expense. Any encumbrances or defects in title must be removed by Seller and Seller must convey merchantable

title subject to standard title exceptions. Seller agrees to pay the cost of obtaining all other documents necessary to perfect title so that merchantable title can be conveyed.

MORTGAGE

The title search shows a mortgage on the Real Estate. The mortgage shall be paid in full from the sale proceeds at the closing. Seller agrees to cooperate with Goshen in obtaining an accurate pay off amount for the mortgage as of the date of the closing with a per diem amount for at least ten (10) days after the closing date.

WARRANTY DEED

Seller shall deliver to Goshen a warranty deed conveying merchantable title to the Real Estate free and clear of all liens and encumbrances, except conditions of record including, but not limited to zoning restrictions, taxes, easements, and assessments.

CLOSING

A closing will be held on or before August 31, 2022 unless the parties agree to a later date in writing.

Goshen will pay the cost of the closing agent and costs of the closing except to the extent that such costs are specifically designated as the cost of the Seller by the terms of this agreement.

POSSESSION OF REAL ESTATE

(1) Possession and occupancy of the Real Estate will be delivered to Goshen on or before November 1, 2022, unless a later date of occupancy is agreed to in writing by Seller and Goshen.

(2) Except for any salvage rights granted to Seller, Seller shall maintain the Real Estate in its present condition as long as Seller retains possession.

(3) Seller shall remove all debris and personal property that is not included in the sale.

(4) Seller shall be responsible for payment of all utility charges through the date of possession.

(5) Seller shall assume the risk of loss until the closing at which time Goshen shall assume the risk of loss, unless Seller retains possession after the closing date. If possession is retained by Seller, the risk of loss shall remain with Seller until possession is given to Goshen.

SALVAGE RIGHTS

As long as the structure on the Real Estate can be secured and remains stable and safe, Seller may salvage any fixtures or other parts of the structure. Seller must complete all salvage work by November 1, 2022.

MISCELLANEOUS

(1) This agreement shall be construed in accordance with and governed by the laws of the State of Indiana.

(2) In the event that legal action is brought to enforce or interpret the terms of and conditions of this agreement, the proper venue for such action will be in a court of competent jurisdiction in Elkhart County, Indiana.

(3) In the event that either party brings an action to enforce any right conferred by this agreement or to force the other party to fulfill any obligation imposed by this agreement, the prevailing party of such action shall be entitled to recover all costs of that action, including reasonable attorneys' fees.

(4) In the event that any provision of this 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 this agreement shall not affect the validity or enforceability of any other provision of this agreement.

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

(6) This agreement constitutes the entire agreement between the parties and supersedes all other agreements or understanding between Goshen and Seller.

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

Seller

Goshen

Delmar J. Birkey

Date: _____

Stacy R. Birkey

Date: _____

Jeremy P. Stutsman, Mayor
Goshen Board of Public Works and Safety
City of Goshen, Indiana

Date: _____



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

July 25, 2022

To: Board of Public Works and Safety
From: Shannon Marks, Legal Compliance Administrator
Subject: Contract for Solid Waste Collection Services with Waste Management of Indiana, L.L.C.

On June 6, 2022, the Board awarded Bid Items 2 and 3 for solid waste collection services to Waste Management of Indiana, L.L.C. as the lowest responsible and responsive bidder. Attached to this memo is the proposed contract with Waste Management, in substantially final form, to provide roll-off container services. The initial term of the contract is from August 1, 2022 through July 31, 2029.

Waste Management will be paid based on the unit rates set forth below for the supply of various sizes of roll-off containers for city projects and events and transport of the solid waste collected to the Elkhart County Landfill for disposal, as needed. (City will pay the Landfill directly for the disposal costs.)

- o Three Hundred Fifteen and 00/100 Dollars (\$315.00) per 20 cubic yard container.
- o Three Hundred Sixty and 00/100 Dollars (\$360.00) per 30 cubic yard container.
- o Four Hundred Fifteen and 00/100 Dollars (\$415.00) per 40 cubic yard container.

Waste Management will also be paid a unit rate of Three Hundred Fifteen and 00/100 Dollars (\$315.00) to transport the City's roll-off container from the Waste Water Treatment Plant to the Elkhart County Landfill for disposal and return the container to the Waste Water Treatment Plant, as needed. (City will pay the Landfill directly for the disposal costs.)

Suggested Motion:

Move to approve and execute the Contract for solid waste collection services with Waste Management of Indiana, L.L.C.

CONTRACT

City of Goshen, Indiana Solid Waste Collection Services

THIS CONTRACT is entered into on _____, 2022, which is the last signature date set forth below, by and between **Waste Management of Indiana, L.L.C.** ("Contractor" or "Waste Management"), whose mailing address is 20645 West Ireland Road, South Bend, IN 46614, 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. Component Parts of this Contract.

- 1.01 This Contract shall include these terms and conditions, as well as the terms and conditions set forth in the following documents:
- (A) City of Goshen, Indiana Specification Documents for Solid Waste Collection Services dated March 2022 ("Specification Documents") a copy of which are incorporated into and made a part of this Contract by reference.
 - (B) Contractor's Proposal as submitted to City, including all attachments prepared by Contractor, a copy of which is incorporated into and made a part of this Contract by reference.
 - (C) Contractor's certificate(s) of insurance.
- 1.02 Any inconsistency or ambiguity in this Contract shall be resolved by giving precedence in the following order:
- (A) This Contract;
 - (B) The Specification Documents for the services; and
 - (C) Contractor's Proposal.

SECTION 2. Scope of Services.

- 2.01 **Services All Inclusive.** Contractor shall provide all services under this Contract as described in further detail in this section. The services shall include the Contractor's provision for all labor, equipment, materials, tools, insurance, supervision, and all other items necessary to provide the services described.
- 2.02 **City projects and events solid waste collection, including supply of roll-off containers, and transport to the Elkhart County Landfill, as needed.** Contractor shall provide various sized roll-off containers (20 cubic yard to 40 cubic yard) for the collection of solid waste from City projects and events on an as-needed basis, and then transport the waste to the Elkhart County Landfill for disposal.

(A) **Scheduling Delivery and Transport.**

- (1) City will contact Contractor's representative at least five (5) business days in advance to schedule the Contractor's delivery of the roll-off container to the City site.
- (2) City will contact Contractor's representative at least two (2) business days in advance to schedule the Contractor's transport the roll-off container and solid waste to the disposal facility.
- (3) Contractor's representative for this service is:
Austen Kesling, District Manager - 219-608-4563, akesling@wm.com
If unavailable, then email:
Connie Kline - ckline@wm.com or Kelly Eddy - keddy@wm.com

2.03 **City-owned roll-off transport to Elkhart County Landfill, as needed.** Contractor shall provide round-trip transport of a City-owned 30 cubic yard roll-off container and bio-solid waste from the Wastewater Treatment Plant to the Elkhart County Landfill on an as needed basis and return the container to the Wastewater Treatment Plant. The Wastewater Treatment Plant is located at 1000 West Wilden Avenue, Goshen.

(A) **Scheduling Transport.**

- (1) City will contact Contractor's representative at least two (2) business days in advance to schedule the Contractor's transport of the roll-off container.
- (2) Contractor's representative for this service is:
Austen Kesling, District Manager - 219-608-4563, akesling@wm.com
If unavailable, then email:
Connie Kline - ckline@wm.com or Kelly Eddy - keddy@wm.com

2.04 **Disposal Facility; Disposal Costs.**

- (A) Contractor shall transport the roll-off containers to and dispose all solid waste and bio-solid waste collected at the Elkhart County Landfill, 59530 County Road 7 South, Elkhart, Indiana.
- (B) City shall be responsible for payment directly to the Elkhart County Landfill for all costs associated with the disposal of the solid waste and biosolid waste collected. Contractor shall instruct Landfill representative that the disposal is to be billed to the City of Goshen account #348.

2.05 **Dump Tickets.**

- (A) Contractor is required to submit to City a copy of the dump ticket for the waste disposed for each roll-off container transported. City must receive a copy of each dump ticket in order for payment to Contractor to be processed, including a dump ticket in which City is paying the Elkhart County Landfill directly for disposal.
- (B) In the event it is necessary for the Landfill to provide Contractor assistance to empty a roll-off container and the Landfill charges Contractor for the assistance, Contractor shall submit a copy of the Landfill's invoice for such assistance to City for reimbursement.

2.06 **Customer Service Office.** Contractor shall maintain and staff a customer service office with a local or toll-free telephone number through which Contractor may be contacted for information, service calls or complaints. Contractor's office shall have knowledgeable staff

available to answer calls from at least 8:00 a.m. to 5:00 p.m. (local time) on all days that Contractor provides Services.

2.07 **Contractor's Contact Person.** Contractor shall assign at least one (1) representative who shall have the authority to make decisions concerning day-to-day operations that a City representative may contact regarding Services. Contractor's representative(s) are the following:

(A) Austen Kesling, District Manager - 219-608-4563, akesling@wm.com

(B) Floyd Lynch, Jr., Route Manager - 574-361-4906, flynchj@wm.com

Contractor shall notify City in writing should the Contractor's representative(s) or the contact information change.

2.08 **Collection Equipment.**

(A) Contractor shall use equipment that is specifically designed and manufactured for the collection and transportation of solid waste. The equipment shall be enclosed or provided with suitable covers to prevent spillage, leaking and/or littering of waste.

(B) Contractor shall maintain all collection equipment in proper operating condition, and equipment shall be maintained to minimize the leaking of fluids, noise pollution and air pollution. Contractor shall also maintain all collection equipment in a reasonably clean and professional appearance.

(C) Contractor shall properly license and insure each vehicle.

2.09 **Personnel.**

(A) Contractor's employees shall be reasonably identifiable by wearing a shirt or uniform bearing the company's name when performing Services.

(B) Contractor's employees shall be courteous at all times, and shall not use loud or profane language.

(C) Contractor's employees shall follow regular walkways, shall not trespass onto private property except to collect properly placed waste, and shall not cross property to adjoining premises or interfere with private property.

(D) Contractor's employees assigned to operate a vehicle shall carry an appropriate valid driver's license.

2.10 **Spillage or Leaking of Fluids, and/or Littering of Waste.**

(A) Contractor shall have sufficient tools and materials available in vehicles and shall clean up any spillage or leakage of fluids or littering of wastes from Contractor's vehicles while performing Services.

(B) Contractor shall ensure that wastes are not left on public or private property or on public rights-of-way or otherwise scattered during the process of collection or transport of wastes.

(C) Contractor shall clean up and remove any spillage or leakage of fluids and any wastes left on public or private property or on public rights-of-way as soon as possible but not more than three (3) hours of the earliest of either:

(1) the notification to Contractor of the spillage, leakage or littering, or

(2) the knowledge of the spillage, leakage or littering by Contractor or Contractor's employees.

(D) Contractor's failure or refusal to clean up any spillage or leakage of fluids or removal of littered wastes within this time period or Contractor's refusal to rectify the problem may result in the clean-up and removal by City and the costs of such deducted from the payment due to Contractor.

2.11 **Damage to Property.** Contractor shall take all necessary precautions to avoid damaging any property during the performance of Services. Contractor shall repair or replace at Contractor's expense any property that is damaged by the negligence of Contractor or Contractor's employees.

2.12 **Title to Wastes.** If solid waste is collected from a building or facility owned or operated by City, the City shall retain title to the solid waste. In all other circumstances, neither City nor Contractor have title to the solid waste collected.

SECTION 3. Effective Date; Term; Extension.

3.01 The Contract shall become effective on the day of execution and approval by the Goshen Board of Public Works and Safety and Contractor.

3.02 All services under this contract shall commence on August 1, 2022, and continue through July 31, 2029, unless otherwise terminated by either party in accordance with the terms and conditions of the contract.

3.03 Upon written approval of the contracting parties, the contract may be extended under the same terms and conditions up to three (3) additional years. Either party shall provide the other party notice in writing at least one hundred eighty (180) days before the expiration of the initial term or any extension if either party desires to extend the contract.

SECTION 4. Compensation.

4.01 **City projects and events solid waste collection, including supply of roll-off containers, and transport to the Elkhart County Landfill, as needed.**

City shall pay Contractor based on the unit rates set forth below for the supply of various sizes of containers and transport of the solid waste to the Elkhart County Landfill for disposal. The rates below do not include disposal costs as City will pay the Landfill directly for the disposal costs.

(A) Three Hundred Fifteen and 00/100 Dollars (\$315.00) per 20 cubic yard container.

(B) Three Hundred Sixty and 00/100 Dollars (\$360.00) per 30 cubic yard container.

(C) Four Hundred Fifteen and 00/100 Dollars (\$415.00) per 40 cubic yard container.

4.02 **City-owned roll-off transport to Elkhart County Landfill, as needed.**

City shall pay Contractor Three Hundred Fifteen and 00/100 Dollars (\$315.00) to transport City's roll-off container to the Elkhart County Landfill for disposal and return the container to City. The rate does not include disposal costs as City will pay the Landfill directly for the disposal costs.

SECTION 5. Adjustment to Contract Rates.

5.01 Beginning April 1, 2024, upon written request of either party, the rates may be adjusted up or down based on the Consumer Price Index.

5.02 An adjustment shall be based on and not exceed the reported annual percentage change for the previous calendar year as set forth in the Consumer Price Index for All Urban

Consumers for the Midwest urban area. The series title shall be for All Items, not seasonally adjusted, with an index base period of 1982-84=100.

- 5.03 A price adjustment may be made no more frequently than once every April 1st, and shall be made in writing and signed by both parties.

SECTION 6. Payment.

- 6.01 Upon receipt of a detailed invoice and required reports and/or dump tickets, City shall pay Contractor for the applicable services provided the previous calendar month under this Contract. Contractor shall send invoices, reports and/or dump tickets for services provided to City at the following address, or at such other address as City may designate in writing:

City of Goshen, Indiana
c/o Clerk-Treasurer's Office
202 South Fifth Street, Suite 2
Goshen, IN 46528

- 6.02 Provided there is no dispute on amounts due, payment will be made to Contractor within forty-five (45) days following City's receipt of the detailed invoice and required reports and/or dump tickets. If any dispute arises, the undisputed amount will be paid. Payment is deemed to be made on the date of mailing the check.
- 6.03 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 7. Independent Contractor.

- 7.01 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.
- 7.02 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.

SECTION 8. Non-Discrimination.

- 8.01 Contractor and any subcontractors shall not discriminate against any employee or applicant for employment to be employed in the performance of this Contract, with respect to the employee or applicant's hire, tenure, terms, conditions, or privileges of employment or any other matter directly or indirectly related to employment, because of the employee's or applicant's race, religion, color, sex, disability, national origin, or ancestry. Breach of this covenant will be regarded as a material breach of Contract.

SECTION 9. Employment Eligibility Verification.

- 9.01 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.

- 9.02 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.
- 9.03 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.
- 9.04 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. Indemnification.

- 10.01 Contractor agrees to indemnify, defend and hold harmless the City of Goshen and City's agents, officers, and employees from and against any and all liability, obligations, claims, actions, causes of action, judgments, liens, damages, penalties, injuries, or accidental deaths caused by any intentional, reckless, or negligent act or omission by Contractor or any of Contractor's agents, officers, 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.
- 10.02 Contractor shall be responsible for all injuries to persons and for all damages to the 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. Contractor agrees to promptly repair damages caused to building, structures, yards, driveways, sidewalks, curbs, streets, alleys, etc.

SECTION 11. Insurance.

- 11.01 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 and any extension of the contract term the certificates of proof issued by the insurance carrier that such insurance is in full force and effect. Failure of Contractor to provide insurance in the limits listed below will be regarded as a material breach of contract.
- 11.02 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.
- 11.03 Contractor shall at least include the following types of insurance with the following minimum limits of liability:
 - (A) Workers Compensation – Statutory Limits
 - (B) Employer's Liability - \$1,000,000
 - (C) General Liability - Combined Bodily Injury and Property Damage, \$1,000,000 each occurrence and \$2,000,000 aggregate
 - (D) Automobile Liability - Combined Bodily Injury and Property Damage, \$1,000,000 each occurrence and aggregate

(E) Excess Umbrella Coverage - \$1,000,000 each occurrence

11.04 Contractor shall specifically include coverage for the City of Goshen as an additional insured for Employer's Liability, General Liability and Automobile Liability.

SECTION 12. Force Majeure.

12.01 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, including adverse weather conditions, or decrees of governmental bodies not the fault of the affected party.

12.02 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.

12.03 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.

SECTION 13. Default.

13.01 It shall be mutually agreed that if Contractor fails to provide services in accordance with the provisions of the Specification Documents for a period of at least seven (7) calendar days, except under conditions of force majeure, Contractor may be considered in default.

13.02 Contractor may also be considered in default by the City if any of the following occur:

(A) There is a substantive breach by Contractor of any obligation or duty owed under the provisions of the contract.

(B) Contractor is adjudged bankrupt or makes an assignment for the benefit of creditors.

(C) Contractor becomes insolvent or in an unsound financial condition so as to endanger performance under the contract.

(D) Contractor becomes the subject of any proceeding under law relating to bankruptcy, insolvency or reorganization, or relief from creditors and/or debtors.

(E) A receiver, trustee, or similar official is appointed for Contractor or any of Contractor's property.

(F) 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 contract and Specification Documents.

(G) The contract is subcontracted by Contractor without the consent of City.

(H) The contract or any right, monies or claims are assigned by Contractor without the consent of the City.

13.03 City shall also be entitled as a matter of right to an injunction against any breach of the provisions of the contract.

SECTION 14. Termination.

- 14.01 The contract may be terminated in whole or in part, at any time, by mutual written consent of both parties.
- 14.02 City may terminate this contract, in whole or in part, in the event of default by Contractor. In such event, City may issue Contractor a written notice of default and provide a period of time not less than seven (7) days in length in which Contractor will be given the opportunity to cure. If the default is not cured by Contractor within the time period allowed, the contract may be terminated. City is not required to give Contractor the opportunity to cure if due to the nature of the default, the opportunity to cure is not feasible as reasonably determined by City.
- 14.03 In the event of default and termination, City may purchase or otherwise secure similar services. Contractor shall be liable to City for any costs incurred. If such provisions are made by City, Contractor shall be responsible for any and all costs 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. Additionally, City may make demands under the terms of the performance deposit.
- 14.04 Notwithstanding all other terms and conditions, the contract is subject to the appropriation of funds by the Goshen Common Council. City administration covenants to include funds for the contract in its annual budget proposals during the term of the contract and to use its best efforts to secure approval by the Common Council. In the event that funds are not appropriated or otherwise available to support the continuation of performance of this contract, the same shall terminate without penalty.
- 14.05 Upon termination, Contractor shall be compensated for services rendered prior to the effective date of termination, subject to any liquidated damages or reimbursements due to City by reason of default.
- 14.06 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.

SECTION 15. Notices.

- 15.01 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.

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

Notices to Contractor: Waste Management of Indiana, L.L.C.
Attention: Austen Kesling, District Manager
20645 West Ireland Road
South Bend, IN 46614

and Waste Management of Indiana, L.L.C.
Attention: C T Corporation System, Registered Agent
334 North Senate Avenue
Indianapolis, IN 46204

SECTION 16. Subcontracting or Assignment of Contract.

16.01 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.

SECTION 17. Amendments.

17.01 Any modification or amendment to the terms and conditions of the contract, including a change order, shall not be binding unless made in writing and signed by both parties. Any verbal representations or modifications concerning the contract shall be of no force and effect.

SECTION 18. Waiver of Rights.

18.01 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.

SECTION 19. Compliance with Laws.

19.01 Contractor agrees to comply with all applicable federal, state, and local laws, rules, regulations, or ordinances, and all provisions required to be included in this contract are incorporated by reference.

19.02 The enactment of any state or federal statute or the promulgation of regulations thereunder after execution of the contract shall be reviewed by City and Contractor to determine whether the provisions of the contract require formal modification.

19.03 Contractor agrees to obtain and maintain all required permits, licenses, registrations, and approvals, and shall comply with all health, safety, and environmental rules or regulations in the performance of the Services. Failure to do so may be deemed a material breach of contract.

SECTION 20. Conflicts.

20.01 In the event of a conflict between this Contract, the Specification Documents, and applicable laws, rules, regulations or ordinances, the most stringent or legally binding requirement shall govern.

SECTION 21. Governing Laws; Legal Fees.

21.01 These documents shall be construed in accordance with and governed by the laws of the State of Indiana and any suit shall be brought in a court of competent jurisdiction in Elkhart County, Indiana.

21.02 In the event legal action is brought to enforce or interpret the terms and conditions of these documents, the prevailing party of such action shall be entitled to recover all costs of that action, including reasonable attorneys' fees.

SECTION 22. Severability.

22.01 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.

SECTION 23. Binding Effect.

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

SECTION 24. Entire Agreement.

24.01 This Contract constitutes the entire agreement between the parties and supersedes all other agreements or understandings between City and Waste Management.

SECTION 25. Authority to Execute.

25.01 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

Waste Management of Indiana, L.L.C.

Jeremy P. Stutsman, Mayor

Doug Reams
Area Public Sector Sales Manager

Mary Nichols, Member

Date Signed: _____

DeWayne Riouse, Member

Michael A. Landis, Member

Barb Swartley, Member

Date Signed: _____

*****REQUEST*****

DATE: Monday, July 25, 2022

TO: GOSHEN BOARD OF WORKS

**FROM: GOSHEN WATER & SEWER
KELLY SAENZ**

RE: UNPAID FINAL ACCOUNTS

The original amount of unpaid final Water/Sewer accounts for this period was **\$7,420.55**
Collection letters were sent out and payments of **\$603.43** had been collected.

The uncollected amount equals **\$6,817.12**

Therefore I am requesting to move our uncollected finalized accounts from active to Collection,
Sewer Liens and Write offs.

These are accounts for the most part were finalized thru **Friday, April 15, 2022**

WATER: \$2,253.61
SEWER: \$4,563.51

TOTALS

REPORT TOTAL		\$7,420.55
BPS TOTAL	\$2,174.13	\$5,246.42
COUNTY TOTAL	\$4,563.51	\$682.91
W-WRITE OFF	\$79.48	\$603.43
S-WRITE OFF	\$0.00	\$603.43
PAYMENT TOTAL	\$603.43	\$0.00
AGREEMENT TOTAL	\$0.00	\$0.00



**Engineering Department
CITY OF GOSHEN**

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

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

MEMORANDUM

TO: Board of Public Works and Safety

FROM: Goshen Engineering Department

RE: **INDIANA AVENUE APARTMENTS
INDIANA AVENUE LANE RESTRICTIONS – PHASE 1(JN: 2020-2010)**

DATE: July 25, 2022

Ancon Construction has requested permission to close the southbound lane of Indiana Avenue between Berkey Avenue and Plymouth Avenue, from Monday, August 1 until Wednesday, August 3. Work during this period, which will include traffic signal relocation and milling of the southbound lane, necessitates the lane closure. Southbound traffic will be detoured onto Berkey Avenue, as shown in the attached traffic control plan.

Ancon anticipates additional road closures at the same location in the coming weeks and will request the additional closures when exact dates are known.

Requested motion: Move to approve the closure of the southbound lane of Indiana Avenue between Berkey Avenue and Plymouth Avenue from August 1, 2022 until August 3, 2022.

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

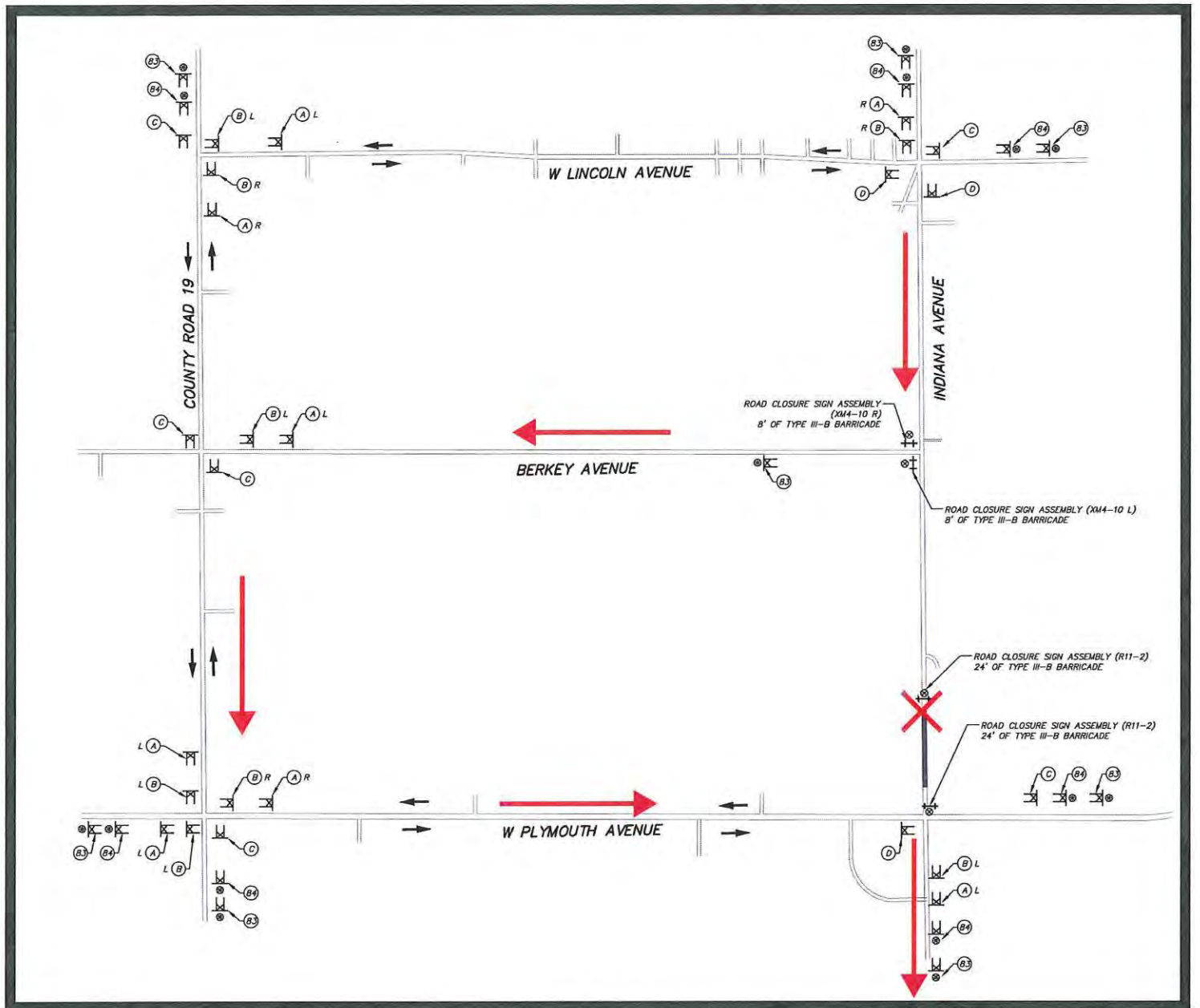
Jeremy Stutsman, Mayor

Barb Swartley, Member

Mary Nichols, Member

DeWayne Riouse, Member

Michael Landis, Member





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MEMORANDUM

TO: Board of Public Works and Safety

FROM: Engineering Department

RE: **NOTICE OF TEMPORARY LANE RESTRICTIONS
(JN: STREETS BY NAME – MAIN)**

DATE: July 22, 2022

Rieth-Riley Construction has notified the engineering department of **intended lane restrictions associated with the Wilden Avenue Reconstruction project.** North-south traffic at the intersection of SR 15 and Wilden Avenue will be reduced to one lane between August 1st and August 26th. Two way traffic will be maintained through the use of a temporary signal. Movements to and from Wilden Avenue at the intersection will be restricted for portions of this time frame.



**Engineering Department
CITY OF GOSHEN**

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engineering@goshencity.com • www.goshenindiana.org

MEMORANDUM

TO: Board of Public Works and Safety

FROM: Goshen Engineering Department

RE: **INDIANA AVENUE APARTMENTS
INDIANA AVENUE LANE RESTRICTIONS – PHASE 2(JN: 2020-2010)**

DATE: July 25, 2022

Ancon Construction has requested permission to close the northbound lane of Indiana Avenue between Plymouth Avenue and Berkey Avenue, from Thursday, August 4 until Saturday, August 6. Work during this period, which will include milling of the northbound lane, necessitates the lane closure. Northbound traffic will be detoured onto Plymouth Avenue, as shown in the attached traffic control plan.

Ancon anticipates additional road closures at the same location in the coming weeks and will request the additional closures when exact dates are known.

Requested motion: Move to approve the closure of the northbound lane of Indiana Avenue between Berkey Avenue and Plymouth Avenue from August 4, 2022 until August 6, 2022.

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

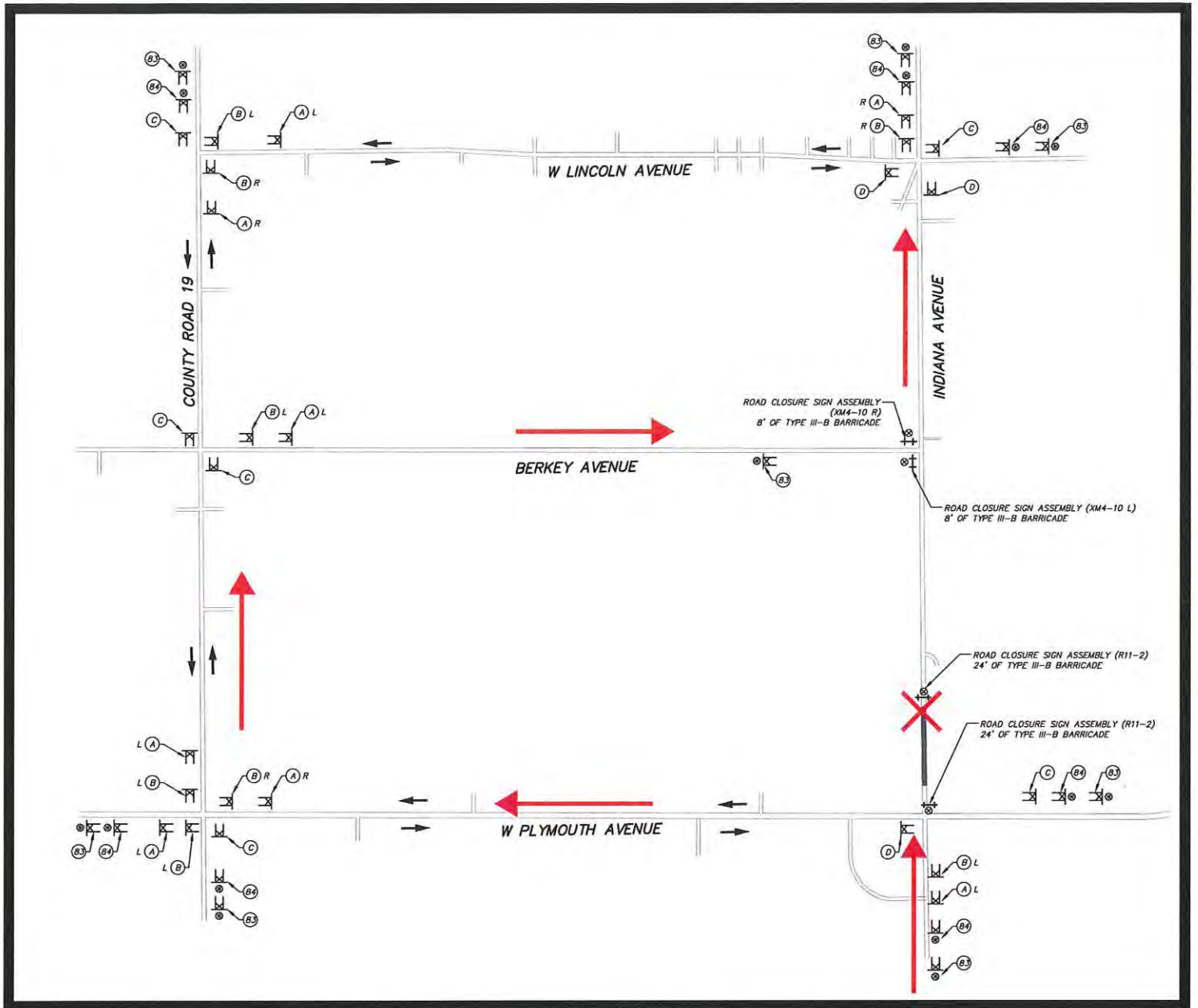
Jeremy Stutsman, Mayor

Barb Swartley, Member

Mary Nichols, Member

DeWayne Riouse, Member

Michael Landis, Member





**Engineering Department
CITY OF GOSHEN**

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engineering@goshencity.com • www.goshenindiana.org

MEMORANDUM

TO: Board of Public Works and Safety

FROM: Engineering Department

RE: **REQUEST FOR TEMPORARY ROAD CLOSURE
(JN: STREETS BY NAME – BERKEY)**

DATE: July 22, 2022

NIPSCO has requested to close portions of eastbound Berkey Avenue from August 1st to August 5th during normal working hours. The lane closures will each be approximately 500' in length to accommodate the boring activity as it moves down the corridor. Flaggers will be used to maintain traffic

Requested Motion: Approve the closure of portions of eastbound Berkey Avenue from August 1st to August 5th during normal working hours.

**City of Goshen
Board of Works & Safety**

Jeremy Stutsman, Mayor

Mary Nichols, Board Member

Mike Landis, Board Member

DeWayne Riouse, Board Member

Barb Swartley, Board Member



**Engineering Department
CITY OF GOSHEN**

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MEMORANDUM

TO: Board of Works and Safety and Stormwater Board

FROM: Dustin Sailor, P.E., Director of Public Works

RE: **GREEN OAKS ASSISTED LIVING – JOHNSTON STREET
(JN: 2019-2038)**

DATE: July 25, 2022

Due to the limited space on the construction site, workers at the Green Oaks Assisted Living facility, currently under construction, are parking on both sides of Johnston Street. Because the the road frontage along Green Oaks is on a curve, the workers parked cars are forcing two-way traffic to the center of the road where blind spots to oncoming traffic exist.

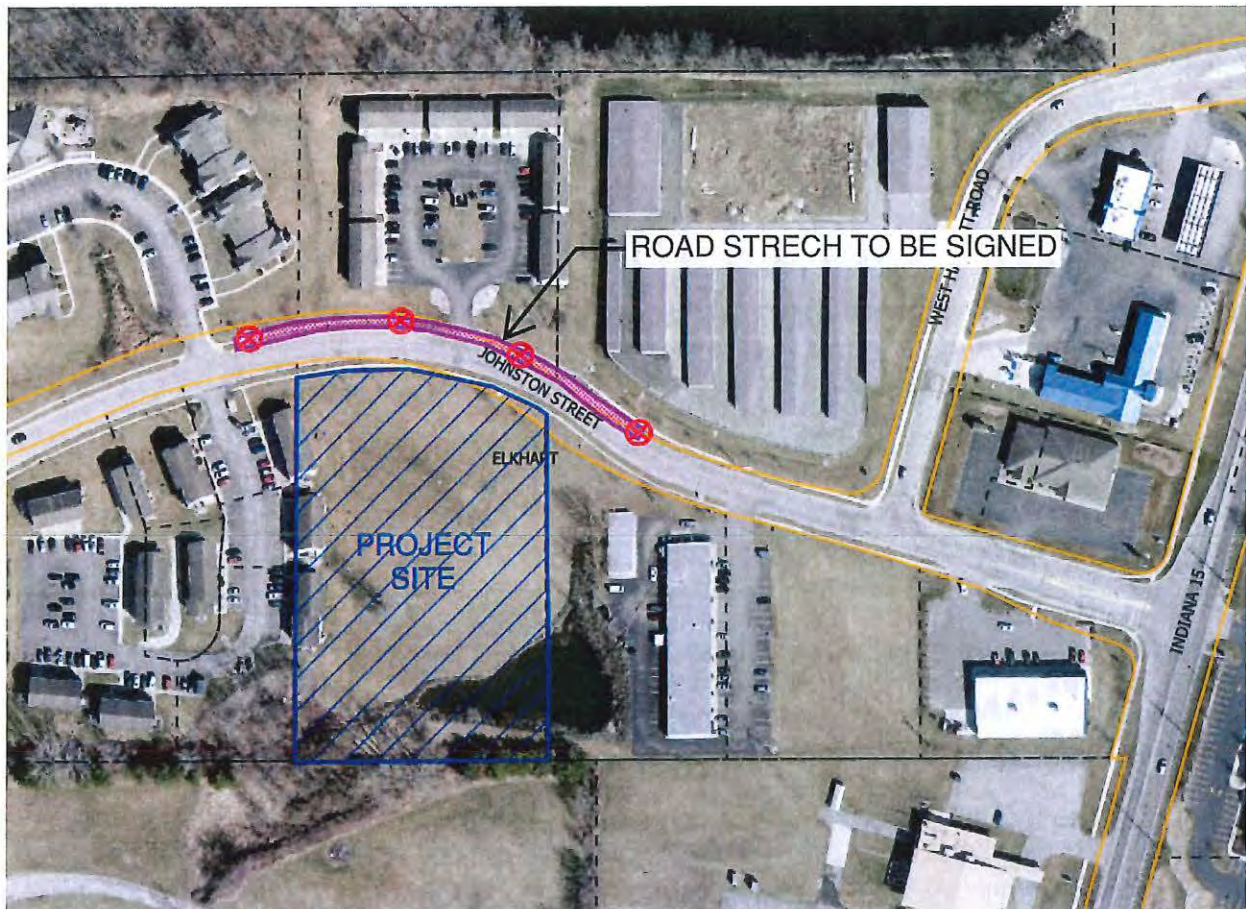
Staff has discussed the on street parking concern with the project manager, and the manager has spoken to the site workers with no avail. Posting no parking along the west bound lane of Johnston Street was discussed with the project manager, and he is supportive of this action.

Goshen Engineering is requesting permission to install no parking signs along the west bound lane of Johnston Street between Station 7+25 to Station 12+00 west of State Road 15.

No parking signs associated with this request will be removed upon completion of the project.

Requested Motion: Move to install temporary no parking signs along Johnston Street as identified by Goshen Engineering.

<SEE NEXT PAGE FOR MAP>



City of Goshen
Board of Works & Safety

Jeremy Stutsman, Mayor

Mary Nichols, Board Member

Dewayne Riouse, Board Member

Mike Landis, Board Member

Barb Swartley, Board Member



STORMWATER DEPARTMENT
CITY OF GOSHEN
204 East Jefferson Street, Suite 1 • Goshen, IN 46528-3405
Phone (574) 534-2201 • Fax (574) 533-8626
stormwater@goshencity.com • www.goshenindiana.org

MEMORANDUM

TO: Board of Works and Safety and Stormwater Board

FROM: Stormwater Department

RE: **LOWER ELKHART RIVER WATERSHED MANAGEMENT PLAN GRANT
APPLICATION FOR SECTION 205J WATER QUALITY PLANNING GRANT**

DATE: July 25, 2022

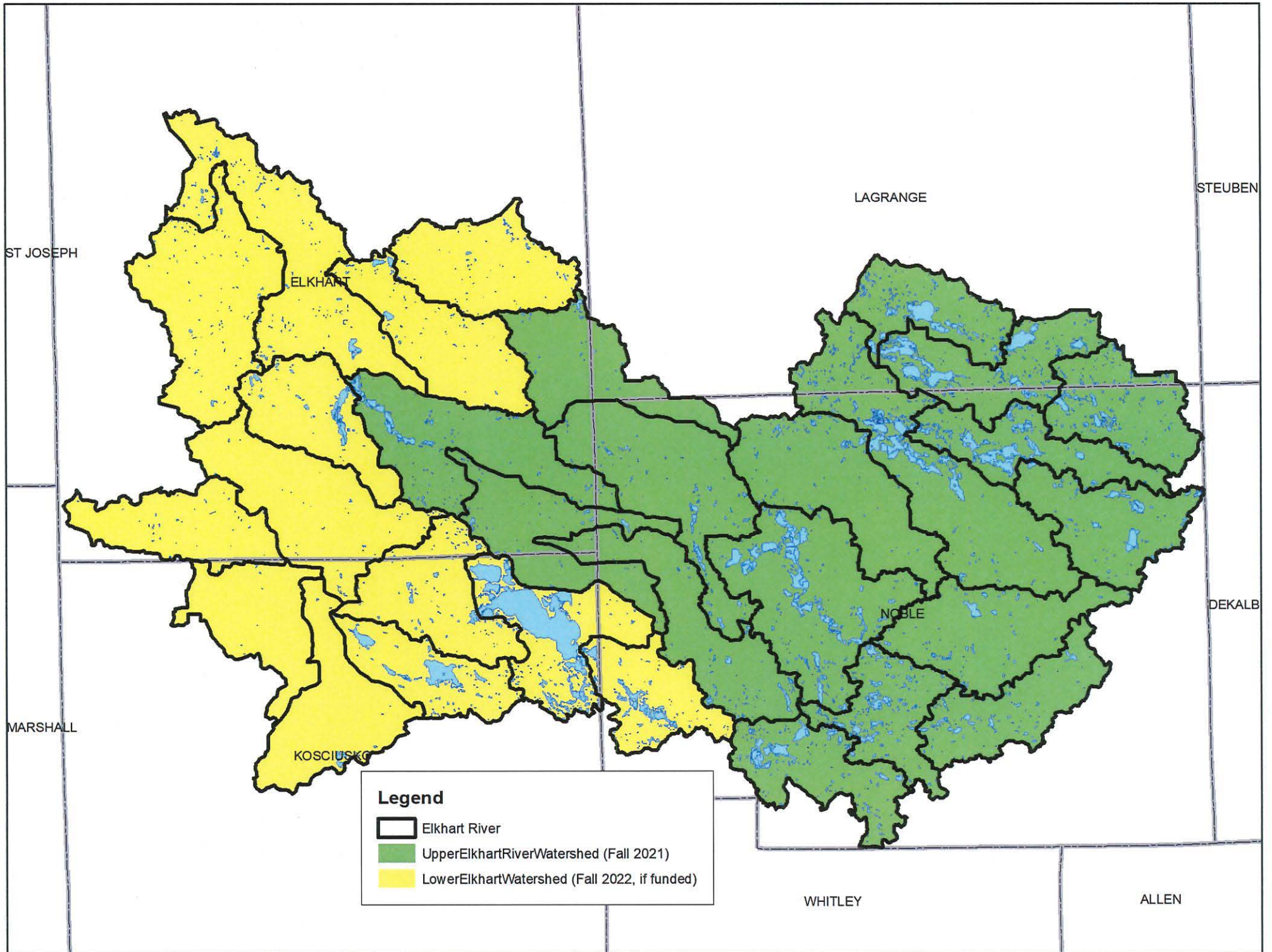
The Elkhart River Restoration Association (ERRA) is currently working on updating the 2008 Elkhart River Watershed Management Plan so all of the communities throughout the Watershed can use the Plan to apply for and obtain future grants to address water quality and quantity issues. Last year the ERRA received a 319 Grant from the Indiana Department of Environmental Management (IDEM) to update the Watershed Management Plan for the upper portion of the Watershed. The ERRA planned to apply for another 319 Grant this year for the lower portion of the Watershed, which includes the City of Goshen, however, IDEM identified a separate funding source through the Section 205j Water Quality Planning Program and they have asked the ERRA to submit a grant application by the end of July. IDEM feels the areas of the Lower Elkhart River Watershed is a good fit for the 205j funds.

A 205j grant requires a government entity to be the grant sponsor and after conversations with Mayor Stutsman and the Clerk-Treasurer's Office it was agreed to move forward with Goshen being the grant sponsor.

Partnering with the ERRA to apply for this grant fulfills one of the goals of the newly adopted Flood Resilience Plan to work with Partners throughout the Elkhart River Watershed to slow down, spread out, and soak in floodwaters upstream of Goshen.

The Stormwater Departments requests the Board's approval to allow Mayor Stutsman to sign the attached grant application.

Requested Motion: Approve the Mayor signing the Section 205j Water Quality Planning Program Grant for the Lower Elkhart River Watershed Management Plan in partnership with the Elkhart River Restoration Association.





APPLICATION FOR SECTION 205j WATER QUALITY PLANNING PROGRAM GRANT

State Form 53970 (R2 / 3-20)
Indiana Department of Environmental Management

IDEM USE ONLY
Federal fiscal year (FFY)
Application number
Date received (month, day, year)

- INSTRUCTIONS:**
1. Read the application instructions carefully before completing this form.
 2. E-mail an electronic copy of the completed application and letters of commitment by the deadline to NPSGRANTS@idem.in.gov

A. APPLICANT INFORMATION			
1. Name of project Lower Elkhart River Watershed Management Plan			
2. Name of sponsoring organization City of Goshen			
3. Sponsor address (number and street, city, state, and ZIP code) 202 S 5 th Street Goshen, IN 46528		4. Sponsor organization type: (check one) <input checked="" type="checkbox"/> Municipality <input type="checkbox"/> State government <input type="checkbox"/> Federal government <input type="checkbox"/> County government <input type="checkbox"/> Other public organization <input type="checkbox"/> Regional planning commissions	
5. Sponsor taxpayer identification number 35-6001045		6. UEI Number SN1FLHNTQJZ3	
7. SAM Registration Active? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No			
B. PROJECT CONTACT INFORMATION			
1. Primary contact Jason Kauffman, Stormwater Coordinator		6. Project coordinator (if different than primary contact) Nancy Brown	
2. Address and affiliation City of Goshen 204 E Jefferson Street Goshen, IN 46528		7. Address and affiliation Elkhart River Restoration Association 72811 CR 137 Syracuse, Indiana 46567	
3. Telephone number	4. FAX number	8. Telephone number	9. FAX number
5. E-mail address jasonkauffman@goshencity.com		10. E-mail address nschlemmerbrown@yahoo.com	
C. PROJECT OVERVIEW			
1. Is any part of the proposed project in a <u>Municipal Separate Storm Sewer System (MS4)</u> area (as defined in 327 IAC 15-13)? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes <input checked="" type="checkbox"/> I have read the application instructions regarding the use of Section 205j funds in these areas and will abide by the federal restrictions.			
If yes, list the names of the MS4 Communities. City of Goshen, City of Elkhart, Town of Nappanee, Elkhart County			
2. Section 205 funds requested \$ 154,725.00		3. Proposed project start date (month, day, year) November 1, 2022	
		4. Proposed project end date (month, day, year) October 31, 2024	
5. Nonpoint source activities addressed by project: (Check all that apply and provide additional information as requested.) <input type="checkbox"/> Planning in a watershed with an approved TMDL <input checked="" type="checkbox"/> Planning in a watershed that includes waterbodies in Category 5A on the 303(d) List of Impaired Waterbodies <input type="checkbox"/> Statewide planning to address water quality issues Title of approved TMDL in project watershed (if applicable): Title of watershed management plan in project watershed that meets or will meet IDEM's checklist (if applicable): Approval date (month, day, year) of watershed management plan in project watershed that meets IDEM's checklist (if applicable):			
6. Watershed name(s) Turkey Creek, Elkhart River			
7. Watershed Hydrologic Unit Code(s) 0405000117, 0405000119			
8. Names of major waterbodies within the project watershed Elkhart River, Turkey Creek, Omar-Neff Ditch, Skinner Ditch, Rock Run Creek, Yellow Creek, Keiffer Ditch			
9. Counties and states within the project watershed Kosciusko, Noble, Elkhart Counties, Indiana			

D. WATER QUALITY PROBLEM TO BE ADDRESSED BY PROJECT

1. List Assessment Unit ID(s), Assessment Unit Name, and Cause of Impairment for waterbodies within the project watershed as listed on the 303(d) List of Impaired Waterbodies, Category 4A and Category 5A. If you run out of space, include additional impairments in an attachment.

E. coli: Elkhart River (INJ01J4_04, INJ01J4_05, INJ01J4_08); Elkhart River unnamed tributary (INJ01J4_T1005); Elkhart River hydraulic canal (INJ01J4_T1006); Hoopingarnet Ditch (INJ01H4_T1003); Rock Run Creek (INJ01J1_04, INJ01J1_05, INJ01J2_06, INJ01J2_07, INJ01J2_08); Rock Run Creek unnamed tributary (INJ01J1_T1005, INJ01J1_T1006, INJ01J2_T1013, INJ01J2_T1014); Skinner Ditch (INJ01H4_T1004, INJ01H4_T1005); Turkey Creek (INJ01H4_02, INJ01H4_03, INJ01H4_04, INJ01H7_05, INJ01H7_06, INJ01H7_07, INJ01H8_02, INJ01H8_03, INJ01H9_02, INJ01H9_03); Turkey Creek unnamed tributary (INJ01H4_T1006)

E. coli and biological integrity: Kieffer Ditch (INJ01H8_T1005), Omar-Neff Ditch (INJ01H7_T1005), Owl Creek (INJ01J3_T1004); Turkey Creek (INJ01H5_02, INJ01H5_03)

E. coli, DO and Nutrients: Berlin Court Ditch (INJ01H6_03, INJ01H6_04)

E. coli and PCBs in fish tissue: Elkhart River (INJ01J4_03, INJ01J4_09, INJ01J4_10)

Biological Integrity: Dausman Ditch (INJ01H8_T1003), Knapp Lake (INJ01P1193_00), Hindman Lake (INJ01P1195_00), Gordy Lake (INJ01P1196_00), Village Lake (INJ01P1198_00)

PCBs in fish tissue: Lake Wawasee (INJ01P1023_00)

Total Phosphorus: Hammond Lake (INJ01P1184_00), Rothenberger Lake (INJ01P1186_00), Barrel and a Half Lake (INJ01P1187_00)

2. Describe the water quality problem(s) that you will address with this project, including the nonpoint source water pollution parameters and possible sources. Include a description of the land use, human activities, ecosystem characteristics, or other appropriate information that will help explain the problem(s). Also include references to any reports, studies, or data that support your assessment of the water quality problem(s).

The Lower Elkhart River Watershed drains portions of Kosciusko, Elkhart and Noble Counties (295 sq mi) and includes two 10-digit HUCs. More than 389 miles of streams are present in the watershed. Water quality impairments include: 139.6 mi E. coli, 46.9 mi for biotic communities, 7.8 mi for dissolved oxygen, 7.8 mi for nutrients, and 9 mi for PCBs in fish tissue. Additionally, lake impairments include phosphorus (3), biotic communities (4) and PCBs in fish tissue (1). Based on 2016 land cover data (NLCD), nearly 58% of the watershed is in agricultural row crops (corn-soybean) with 9% in pasture, 12% in forested or wetland land uses, 17% urban and 3% open water.

Based on data compiled as part of the 2008 WMP, nutrients, sediment and E. coli are the primary nonpoint source concerns in the Elkhart Watershed. Using models, the plan identified loading rates of 1.5mil tons P/yr, 1.8mil tons N/yr, 2.4mil tons TSS/yr and 6.2E+13col E.coli/yr in the Lower Watershed. Historic water quality data collected (2002-2019) by IDEM, USGS, Elkhart County Health Dept (HD), Hoosier Riverwatch volunteers and consultants (LARE, 319 projects) indicate that 81% of N, 77% of TP, 69% of TSS, 81% of turbidity, 11% of pH, 12% of DO and 82% of E.coli samples exceed water quality targets or state standards. The Elkhart County HD notes that the Elkhart River routinely contains E. coli concentrations above the state standard and that tributary concentrations measure higher than the mainstem. Sources of elevated nutrients, excess sediment and pathogen concentrations in excess of state standards originate from agricultural and urban sources as follows:

*31% of the watershed is covered by highly erodible soils. These are easily erodible under wind and water and carry sediment and nutrients to adjacent streams.

*23% of the watershed is covered by hydric soils; however, only 7% of the watershed is under wetland land uses. The ditching and draining of wetlands converted wetlands to agricultural and commercial development which increases sediment and nutrient runoff, reduces water retention and alters the watershed's hydrology.

*Based on 2019 transect data, approximately 33% of the watershed is conventionally tilled, while cover crops are used on less than 25% of agricultural land. This results in more than 46,000 tons of sediment and sediment attached nutrients carried into Lower Elkhart River Watershed streams annually.

*95% of Lower Elkhart River Watershed soils are very limited for septic use. Septic systems failures are relatively common near Goshen and around many of the watershed's lakes where property size is too small to treat septic drainage. *10 wastewater treatment plants and 5 regional sewer districts handle wastewater effluent for urban developments in the Lower Elkhart River Watershed.

*IDEM permit data indicate 28 CFOs and 10 CAFOs are present in the Lower Elkhart River Watershed. These house more than 775,795 hogs, cows, chickens, ducks and horses which produce more than 303,949 tons of manure annually. This manure produces more than 19,954,614 t/yr N, more than 16,189,621 t/yr P and more than 1.36x10E20 col/yr of E. coli. Calculations are based on data from Texas A&M, 2009 and Georgia DNR, 2014.

*Portions of three MS4s are located in the Lower Elkhart River Watershed: Elkhart County, City of Goshen and City of Elkhart. Collectively, the MS4s drain more than 27 square miles of urban hardscape with more than 115 miles of stormwater pipe. Stormwater typically carries sediment, nutrients, trash and other materials into the storm system and then into the Elkhart River and its tributaries which can lead to sediment and nutrient loading to the river.

*Flooding is a concern in the Cities of Elkhart and Goshen and in rural areas. Floodwaters typically inundate agricultural croplands, pastures and urban residential and commercial properties. When floodwaters recede, they carry nutrients, sediment and pathogens into stream channels.

*CSO overflows are located on the Elkhart River in Elkhart, Berlin Court Ditch in Nappanee and Turkey Creek in Milford. All three communities have Long Term Control Plans aimed at reducing and ultimately eliminating combined sewer overflows. CSOs carry nutrient, sediment, pathogen and trash rich stormwater combined with super charged pathogen and nutrient rich sewer effluent into adjacent waterbodies imperiling recreation and drinking water.

*More than 90 hot spots were identified during the 2008 WMP inventory: 30+ of these are located in the Lower Watershed. Locations include active development sites, livestock access to streams, narrow stream buffers, areas of streambank erosion, CFO/CAFO locations, golf courses, logjams and dumping areas. Windshield surveys completed by Kosciusko and Elkhart SWCD staff and others in 2018 and 2019 indicate that many of these areas still need to be addressed.

*Sedimentation of lakes and ponds within the Elkhart River Watershed continue to be a concern. Sediment removal plans developed for the Goshen Dam Pond and others indicate more than 62 ac of dredging to remove more than 975,000 cu yds of accumulated sediment are needed. This sediment originated from the watershed.

*The ERRA has sustained their efforts since the plan's completion meeting with partners no less than annually since the completion of the plan. A variety of education and outreach programs occur throughout the watershed target BMP implementation and focus on connecting stakeholders to the Elkhart River. These robust educational efforts would be more beneficial if they were more coordinated.

*Based on land use/soils-based loading calculations completed as part of the 2008 WMP, there is no doubt that significant water quality problems exist throughout the watershed. However, these models underestimate inputs from dissolved nutrients via tile drainage and nutrients and sediment carried into streams through non-field sources such as streambank and channel erosion. Further, while a plethora of instream data exist, much of the data were collected under disparate conditions as they were collected as grab samples without flow data or in targeted areas of the watershed. More targeted monitoring is necessary to collect concentration and flow data across the entire watershed monthly to allow for the calculation of annual loading rates based on instream conditions. Establishing quality baseline data for use in the development of a WMP will be extremely beneficial to calculate short and long-term goals for the watershed as a whole & targeted, subwatershed goals.

E. PROJECT APPROACH TO SOLVING THE PROBLEM

1. **APPROACH:** *Provide a general overview of the proposed project. Your overview should include a description of the goals of the project (what you hope to achieve), and how the project will result in improved water quality. Discuss who will be included in planning and decision making.*
 Project Goals: Based on recent discussion, ERRA and partners identified a need to refocus on implementation efforts and to build cohesion in outreach efforts. With this in mind, ERRA launched the Upper Elkhart River WMP rewrite in the fall of 2021. We hope that rewriting the Lower Elkhart River WMP to provide a new baseline of current water quality, identify updated nonpoint sources of pollution, determine critical and priority areas for current conditions, update watershed goals and identify BMPs and measures to achieve these goals. This effort will 1) identify projects completed and highlight successes and failures since the 2008 plan; 2) provide a new foundation from which future efforts can be based; 3) bring the Lower Elkhart River (LER) stakeholders together to create shared outreach messaging, develop shared goals to address water quality and quantity issues. To ensure the highest possibility for success, ERRA will hire a watershed coordinator who will be responsible for completing all planning tasks and working with ERRA to engage LER stakeholders.
- Goal 1: Build a project steering committee and develop a Watershed Management Plan. The ERRA will hold meetings within Elkhart, Noble and Kosciusko County annually to ensure that all stakeholder concerns and ideas are included in the planning process. Meetings will allow for input on plan development, recruitment of project volunteers, historic information collection and promotion of outreach activities. From year 1 county-based meetings, ERRA will develop a cohesive project steering committee. The committee will be comprised of watershed stakeholders from each county and will assist in gathering watershed information, data and concerns, provide input on plan development and be responsible for all project and plan decisions. The committee will meet quarterly. The LER WMP will meet the IDEM 2009 checklist and EPA 9 elements. Annual public meetings will occur to gather stakeholder input, determine stakeholder concerns, develop project goals and objectives, identify best management practices, determine water quality concerns and associated sources, develop watershed goals and objectives and establish a long-term, focused, step-wise plan.
- Goal 2: Complete a watershed inventory. Watershed data will be gathered via desktop and windshield surveys. Gathering historic water quality and watershed data and reports, talking with watershed stakeholders to gather input and opinions and learn more about how stakeholders interact with the watershed will be the focus. Desktop inventory will include historic data and report review, water quality benchmark determination, mapping of previous and current hot spots and GIS mapping. A windshield survey will also be completed.
- Goal 3: Conduct water quality monitoring. While a large volume of water quality data are available for the watershed, most data are collected under varied conditions and do not include the collection of flow data. This limits the comparability of the data to each other and will not allow for the calculation of loading rates for the LER Basin. ERRA will collect monthly water chemistry and flow data at 18 locations for one year. These locations represent each of the main tributaries to the Elkhart River with sample sites located at the outlet of each 12-digit HUC and other important tributary locations which will allow for determination of the urban impacts on the LER. These data will allow for the establishment of baseline loading rates on tributaries throughout the watershed. Samples will be analyzed for nitrate, TP, TSS and E. coli. Field measurements of flow, temperature, conductivity, DO, pH and turbidity will also occur. Biological monitoring will occur during year 1 at the same 18 sites and will follow IDEM mIBI, IBI and QHEI collection and metric calculation protocols. Sample sites will be documented with GPS coordinates and photographs and will follow the project's QAPP, which will be submitted to IDEM no less than 30 days in advance of the first sampling event. Data will be used to establish biological community and habitat baselines, calculate loading rates for each 12-digit basin, assess the impact of urbanized areas of the watershed and assist with future trend analysis. Additionally, volunteer Hoosier Riverwatch (HR) monitoring will occur using HR techniques annually. Sites will be determined by volunteer interest with the goal of supplementing professional monitoring efforts.

Goal 4: Complete ACPF modeling to establish the base hydrology for all 13 subwatersheds and to identify potential practice installation sites for up to seven critical priority subwatersheds. ACPF is a set of GIS based software tools to identify candidate locations for different types of conservation practices that can be placed within and below fields in order to reduce, trap and treat nutrients and sediment and reduce peak hydrologic flows. ACPF will take into account the long-term impact, urgency and seriousness of the water quality issue and target limited conservation dollars to the most beneficial location to provide the highest benefit to the Elkhart River.

Goal 5: Develop a targeted implementation plan. Using the concerns list and hot spot maps, water quality data, loading calculation, and ACPF data outputs for the 7 critical subwatersheds, a potential water quality project list will be developed and long-term goals and critical areas identified. Using these data, a targeted implementation plan will be developed which can be implemented across the LER or by individual groups in their focused area.

Goal 6: Develop a focused, cohesive education and outreach program designed to build on ERRA's historic efforts including focused engagement of commercial, environmental and legislative partners. The focus will be 1) long-term behavioral changes, 2) reduced nonpoint source pollution, 3) future sustainability of partnerships and advocacy groups and 4) engagement of underserved populations. The outreach program will occur in person, as possible but may occur in virtual format to engage more participants, and at a minimum will include the following:

- *Create an outreach advisory group focused on developing an outreach calendar, identifying gaps in educational efforts including engagement of underserved communities, building cohesive messages and coordinating events across the watershed. The committee will meet no less than twice annually.
- *Complete monthly updates to the watershed page on the project website. The website will include project information, meeting and outreach details, plan drafts, meeting materials and the outreach calendar.
- *Complete monthly social media and quarterly stakeholder updates. Updates will include meeting details, outreach events, project progress, BMP information, and plan drafts. Social media will be posted to the project social media and partner pages monthly.
- *Quarterly stakeholder updates will occur via e-newsletter, press releases and partner newsletters and will focus on meeting stakeholders where they are in terms of education and connectivity to the Elkhart River.
- *Develop and distribute no less than one brochure or video focused on promoting the watershed project and promoting volunteer and/or outreach events.
- *Participate in no less than 10 community events annually including county 4H fairs, ag days, MS4 events, float trips, clean ups, planter clinics, cultural festivals or electrofishing demos. Events will focus on both urban and agricultural topics, will include engagement of underserved populations and will occur in concert with project partners such as the City of Elkhart (fishing demos), Health Department (septic smart week), Goshen College or EEC (clean up events, Latino festival).
- *Conduct no less than 2 field days or workshops annually focused on agricultural and urban BMPs. Topics should include soil health, precision agriculture tools, septic maintenance, flood proofing and flood recovery, trash and microplastic impacts, urban BMP installation and maintenance, and livestock management. Attendance will be recorded and tracked at each event with pre/post event surveys occurring to measure changes in participant knowledge.
- *Host no less than one Hoosier Riverwatch training annually.
- *Conduct no less than quarterly steering committee meetings and annual county focused regional meetings.
- *Work with City of Goshen partners to translate no less than one piece of outreach material annually into Spanish language to reach underserved populations.
- *Track attendance at all events to measure participation and interest.

2. TASKS AND SCHEDULE: *List and describe in detail all the tasks that will be completed by this project. Include quantified products/deliverables produced by each task along with the anticipated quarter(s) in which they will be completed. List tasks by letter and correlate them to the budget. See application instructions for more information on drafting tasks.*

A: Rewrite the watershed management plan: ERRA and the steering committee will hire a watershed coordinator to guide LER Watershed plan development (Q1-Q8). The steercom will be comprised of watershed stakeholders and will assist with gathering watershed information, data and concerns; provide input on plan development; and assist with decision making process. The watershed coordinator will administer the grant (Q1). The coordinator will complete a watershed inventory focused on gathering historic and current water quality and watershed data, complete a windshield survey, and talk with watershed stakeholders to solicit input and opinions to gain a better understanding of stakeholders and their interaction with the watershed (Q2). The coordinator will work with the steering committee to establish water quality and watershed benchmarks which can be used to compare current and future water quality data.

Arion Consultants will complete ACPF modeling for each of the watershed's (13) 12-digit HUCs (Q4-Q6). Specifically, baseline hydrology will be developed for all 13 subwatersheds and potential BMP locations (full ACPF modeling) developed for seven critical area within the subwatersheds. Baseline hydrology outputs will be used to guide plan development and locate a variety of conservation practices in the 7 critical areas subwatersheds. These outputs will pinpoint the most beneficial sites for addressing water quality impacts and reducing nonpoint source pollution. The coordinator will use the potential watershed project list, ACPF outputs, and collected water quality data to model pollutant loading rates and identify the potential for water quality improvement.

The steering committee will meet no less than quarterly to identify critical areas to prioritize effective implementation of the watershed plan by targeting locations with the highest potential to improve water quality; develop problem statements and identify causes and sources of water quality concerns and then use these to develop goals for water quality and watershed improvement (Q1-Q8). The group will create a targeted implementation plan and will use this plan to develop objectives and actions which can be implemented on a watershed-wide or more targeted basis. ACPF data will be used to guide WMP development and implementation. The watershed plan will be submitted for review by watershed partners and state and federal agencies in accordance with the project schedule as follows: E1-3 (Q1), E4-14 (Q3), E15-19 (Q5), E20-24 (Q6), E25-33 (Q8).

B: Conduct water quality monitoring (Q1-Q5). The coordinator will develop a Quality Assurance Project Plan (QAPP) for the stream water quality assessments (Q1). The QAPP will be submitted for IDEM review no less than 30 days prior to initiating monitoring activities. All monitoring will be conducted by the coordinator in accordance with the QAPP. Sample collection will occur no less than monthly for one year (12 sample sets) at no less than 18 sample locations. Collected samples will be analyzed for TP, TSS and E.coli (Element labs). Field analysis will include nitrate, DO, temperature, pH, conductivity and turbidity. In situ measurement of stream flow will occur during each assessment as conditions allow or will be estimated from the most appropriate USGS gage, most likely the Elkhart River at Goshen (USGS gage 04100500), when field conditions do not allow for in situ measurement. Sample sites will be documented with photographs and GPS coordinates. Data will be submitted to IDEM via their approved spreadsheet (Q8).

Arion Consultants will assess biological communities and habitat quality once during year one at the same 18 sample sites (Q3). Community assessment will include fish and macroinvertebrate community assessment using IDEM's Index of Biotic Integrity and macroinvertebrate Index of Biotic Integrity (mIBI). Habitat will be assessed using IDEM's Quality Habitat Evaluation Index (QHEI). Sample collection and identification will follow IDEM protocols. Data will be supplemented by the City of Elkhart's biological sampling program, which samples fish and macroinvertebrates at no less than 8 locations in the LER annually.

Additionally, ERRA will host no less than one HR training annually and work with volunteers to identify and sample appropriate sample sites annually (2 trainings Q1-Q8). All professional and volunteer samples will be collected and analyzed in accordance with an approved Quality Assurance Project Plan (QAPP). The QAPP will be submitted to IDEM for approval no less than one month in advance of the initial sample collection date (Q1).

Using these data, the coordinator will analyze trends in water chemistry, biological community and habitat analyzing relationships between historic and current water chemistry, habitat and biological community data and discuss any correlation; model nonpoint source pollution in each watershed to describe relative contributions of nutrients, sediment and E.coli from identified and predicted sources of nonpoint pollution and calculate current loading rates and load reductions needed to achieve water quality targets within watershed streams.

C: Develop an education and outreach program designed to bring about long-term behavioral changes that lead to reduced nonpoint source pollution in the watershed and facilitate future sustainability of the project. Outreach activities will also include a focus on engaging underserved populations (Latinos, Amish) to build a better understanding of the impacts of the LER watershed project on the local population. Education and outreach programs will occur in person or virtually and will include the following at a minimum: 1) Complete monthly updates to the watershed page on the project website (24 updates, Q1-Q8). 2) Conduct annual county-based watershed stakeholder meetings (6), annual public meetings (2) and biannual outreach group meetings (4; Q1-Q8). County-based meetings will be used to build the steering committee and identify county-based needs. Annual stakeholder meetings will focus on gathering public input (6 meetings in Q1, Q6), recruiting volunteers, allow partners to weigh in on watershed plan development and promoting education and outreach activities (Q1-Q8). 3) Complete monthly updates to social media (24 updates, Q1-Q8). 4) Submit quarterly stakeholder and partner updates via press releases, newsletters or digital updates to watershed stakeholders (8 updates, Q1-Q8). 5) Develop and distribute no less than one brochure or video to promote the project (Q2). 6) Participate in no less than 10 community events per year such as county 4H fairs, Ag days, biological monitoring demos, stream clean ups or float trips (20 events, Q2, Q4, Q6, Q7). 7) Conduct no less than two field days or workshops annually and track attendance at each field day (4 total events, Q2-Q7). Topics will include but not be limited to septic system maintenance and upkeep, urban stormwater BMPs, soil health practices, flood proofing and flood recovery, trash and microplastics impacts, livestock concerns including manure management and other relevant topics. Attendance will be tracked at all events and pre and post event surveys will be conducted at each event conducted to measure knowledge. Report event participation in the final report (Q8). The City of Goshen will work with partners to translate no less than one piece of outreach material into Spanish language on an annual basis.

D: Submit quarterly and final progress reports to IDEM (Q1-Q8).

F. PARTNERS

1. List partners that have provided a written commitment to the project and describe how or what they will contribute. Submit electronic letters of commitment from these partners that describe their commitment of time, money, activities, or other specified resources for the project. If there are more partners than the space allows, you may submit an appendix to the application.

Name of partner	Type(s) of commitment to project success
Elkhart River Restoration Association	Steering committee, project guidance, historic data, WMP review, education and outreach promo/hosting
Elkhart Environmental Center	Steering committee, education and outreach promotion and planning, meeting space, HR sampling
St Joseph River Basin Commission	Project identification, steering committee, data collection, GIS mapping
Elkhart Surveyor, Kosciusko Surveyor	Elkhart: Steering committee, inventory assistance; Both: legal drain data; Kosciusko: GIS map support
Wawasee Area Conservancy Foundation	Snapshot and historic water quality, WMP review, BMP list for the Wawasee drainage
Elkhart SWCD, Kosciusko SWCD	Inventory assistance, education and outreach promotion and hosting, producer outreach, HR monitoring, steering committee
Purdue Extension- Noble County; Noble Parks	Meeting space, promotion, social&mailed newsletter outreach; Parks: Collaboration water trail planning
City of Goshen	Education and outreach, WMP review, technical assistance, GIS data, meeting space
City of Elkhart; Elkhart MS4	Biological community&habitat assessment, education and outreach; Steering committee; GIS/historic data; identifying water quality issues and prioritizing infrastructure retrofits
Goshen College	steering committee, ed&out, HR sampling, Elkhart Watershed day host
Lake Papakeeche; Elkhart Health Dept.	Historical Data

G. OUTCOMES AND MEASURES OF SUCCESS

1. List the specific outcome(s) of your project and how you will measure success through administrative achievements, environmental/water quality benefits, and/or social or behavioral changes. Measures may include identifying changes in land use, calculating pollutant load reductions, measuring success of outreach efforts, monitoring water quality improvements, and assessing habitat improvement (see instructions).

I. Project outcome: Baseline water quality monitoring program complete

Measure of success:

12 monthly water chemistry sample sets collected and analyzed; loading rates calculated for all sample sites.
Environmental: Baseline mIBI, IBI & QHEI scores calculated. Baseline data analyzed.

II. Project outcome: 10% of estimated 235,000 stakeholders educated about water quality and how actions can impact water quality.

Measure of success:

Administrative: 4 conservation-based workshops/field days held; 12 events attend; 6 stakeholder meetings held; 200 volunteers participating in events, 25 website hits/year, social media with 100+ followers/fans; track attendance at all events

III. Project outcome: Watershed management plan complete.

Measure of success:

Administrative: Watershed management plan competed, reviewed and approved by IDEM and EPA to meet IDEM checklist/EPA nine elements. Plan copies distributed to partners, steering committee members and watershed stakeholders.

H. FUTURE ACTIVITIES

1. List future activities planned or anticipated after the completion of this project. If additional 319 funding will be sought beyond this project application, describe how it will be used to build on prior work in reducing nonpoint source pollution. If applicable, describe any strategies that will be used to achieve the long term goals of a watershed management plan.

The City of Goshen, ERRA and partners plans to pursue long-term education and outreach cohesion and equip Lower Elkhart River Watershed partners with the tools and techniques to allow them to implement in targeted locations or across the watershed. Long term project funding will focus on GLRI, GLC, LARE, IDEM 319, CWI, and local and regional funding sources to maintain project sustainability.

2. Leverage partners to secure future implementation and outreach program funding for BMP implementation projects.
3. Continue to search for and develop public/private partnerships in order to achieve mutually beneficial goals.
4. Review and secure resource needs to meet long-term goals for the Lower Elkhart River WMP

I. BUDGET

Section 205 Grant-Funded Expenses

TASKS	Personnel/Fringe	Admin.*	Travel	Equipment	Supplies	Contractual	Other	Total 205 **
Task A	27,334.00		1500.00		500.00	7,819.00		8,319.00
Task B	27,333.00		1,500.00		2,000.00	56,406.00		58,406.00
Task C	27,333.00		1,000.00		2,000.00			2,000.00
Task D								0.00
Task E								0.00
Task F								0.00
Task G								0.00
TOTAL	82,000.00	0.00	4,000.00	0.00	4,500.00	64,225.00	0.00	154,725.00

ITEMIZED EXPENSES (Describe in detail the items, services, or contract expenses associated with this project.)

1. Personnel/Fringe: Coordinator salary\$41,000/year for 2 years

2. Administrative:

3. Travel: Watershed inventory, landowner meetings, education and outreach events; water quality monitoring. Approximately 275 miles/month

4. Equipment:

5. Supplies: Event advertising, printing, HR and professional monitoring materials, workshop/field day supplies, postage for mailings

6. Contractual: ACPF analysis (Task A), biological monitoring (Task B), lab fees for water chemistry samples (Task B)

7. Other:

* Administrative expenses are limited to 5% of the total 205 funds

** Total 205 Expenses must match "Section 205 Funds Requested" on Page 1. Total cells do not autocalculate, click inside the cell and press F9.

J. PROJECT AUTHORIZATION

I swear or affirm, under penalty of perjury as specified by IC 35-44.1-2-1 and other penalties specified by IC 13-30-10, that the statements and representations in this application are true, accurate, and complete. I understand that if funded, the contents of this application will be used to draft a contractual agreement as a mechanism for executing the grant project.

X

Signature of Sponsoring Organization's Authorized Representative

Date *(month, day, year)*

Typed Name of the Representative: Jeremy Stutsman

Title of the Representative: Mayor of Goshen



STORMWATER DEPARTMENT
CITY OF GOSHEN
204 East Jefferson Street, Suite 1 • Goshen, IN 46528-3405
Phone (574) 534-2201 • Fax (574) 533-8626
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MEMORANDUM

TO: City of Goshen Stormwater Board
FROM: Stormwater Department
RE: **POST-CONSTRUCTION PLAN APPROVAL
BURGER KING #7433 (JN: 2022-2010)**
DATE: July 25, 2022

The developer of Burger King #7433, affecting one (1) or more acres of land and located at 1911 Lincolnway East, has submitted a sufficient post-construction plan that is compliant with Ordinance 4329, "Uniform Requirements for Post-Construction Stormwater Management."

The Stormwater Department requests the Stormwater Board's acceptance of the plan.

Full document available upon request.

Requested Motion: Accept the post-construction stormwater management plan for Burger King #7433 as it has been found to meet the requirements of City Ordinance 4329.



STORMWATER DEPARTMENT
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MEMORANDUM

TO: City of Goshen Stormwater Board

FROM: Stormwater Department

**RE: POST-CONSTRUCTION PLAN APPROVAL
Professional Park Office Building & 2016 M.O.B. (JN: 2019-2008)**

DATE: July 25, 2022

The developer of Professional Park Office Building & 2016 M.O.B., affecting one (1) or more acres of land and located in the 2100 block of South Main Street and 2016 South Main Street respectively, has submitted a sufficient post-construction plan that is compliant with Ordinance 4329, "Uniform Requirements for Post-Construction Stormwater Management."

The Stormwater Department requests the Stormwater Board's acceptance of the plan.

Full document available upon request.

Requested Motion: Accept the post-construction stormwater management plan for Professional Park Office Building & 2016 M.O.B. as it has been found to meet the requirements of City Ordinance 4329.
