



**GOSHEN REDEVELOPMENT COMMISSION  
AGENDA FOR THE REGULAR MEETING OF October 12, 2021**

*To access online streaming of the meeting, go to <https://us02web.zoom.us/j/88473622441>*

The Goshen Redevelopment Commission will meet on October 12, 2021 at 3:00 p.m. in the City Court Room/ Council Chambers at the Goshen Police & Court Building, 111 East Jefferson Street, Goshen, Indiana.

- 1. CALL TO ORDER/ROLL CALL**
- 2. CHANGES TO THE AGENDA**
- 3. APPROVAL OF MINUTES**
- 4. PUBLIC HEARING** - Confirming the Declaratory Resolution to Amend the Boundaries of the Lippert/Dierdorff Economic Development Area and Establish the Boundaries and Economic Development Plan for the College Avenue Economic Development Area
- 5. NEW BUSINESS**
  - Resolution 60-2021** – Confirming the Declaratory Resolution to Amend the Boundaries of the Lippert/Dierdorff Economic Development Area and Establish the Boundaries and Economic Development Plan for the College Avenue Economic Development Area
  - Resolution 62-2021** – Approve Request to Negotiate and Execute an Agreement with Roberts Environmental Services, LLC for a Phase 1 Environmental Site Assessment (ESA) at 410 West Pike Street
  - Resolution 63-2021** – Ratify Execution of Agreement with A & Z Engineering, LLC for Survey for Jefferson Street Reconstruction from Main Street to Third Street
  - Resolution 64-2021** – Ratify Execution of Agreement with A & Z Engineering, LLC for Public Infrastructure for the Elkhart County Court Consolidation
  - Resolution 65-2021** – Authorizing Preapproved Payments for Certain Expenses
  - Resolution 66-2021** – Award Contract and Authorize Issuance of Purchase Order to Geveko Markings, Inc. for Decorative Crosswalk Materials
- 6. DISCUSSION**
  - Renumbering of Resolution 52-2021 – Acquisition of Real Estate at 113 West Jefferson Street Park Maintenance Facility
- 7. APPROVAL OF REGISTER OF CLAIMS**
- 8. MONTHLY REDEVELOPMENT STAFF REPORT**
- 9. OPEN FORUM**

The open forum is for the general discussion of items that are not otherwise on the agenda. The public will also be given the opportunity at this time to present or comment on items that are not on the agenda.
- 10. ANNOUNCEMENTS**
  - Next Regular Meeting – November 9, 2021 at 3:00 p.m.
- 11. EXECUTIVE SESSION**
- 12.** Pursuant to the provisions of the Open Door Law and Indiana Code § 5-14-1.5-6.1(b)(2)(D), the Goshen Redevelopment Commission will meet in executive session at the conclusion of the regular meeting for discussion of strategy with respect to the purchase or lease of real property.

# **GOSHEN REDEVELOPMENT COMMISSION**

## **Minutes for the Regular Meeting of September 14, 2021**

The Goshen Redevelopment Commission met in a regular meeting on September 14, 2021 at 3:00 p.m. in the City Court Room/Council Chambers at the Goshen Police & Court Building, 111 East Jefferson Street, Goshen, Indiana.

### **CALL TO ORDER/ROLL CALL**

The meeting was called to order by President Vince Turner. On call of the roll, the members of the Goshen Redevelopment Commission were shown to be present or absent as follows:

Present: Brian Garber, Andrea Johnson, Thomas Stump, Vince Turner, Brett Weddell and Bradd Weddell

Absent: None

Commission President Turner indicated that this meeting is also available on Zoom.

### **CHANGES TO THE AGENDA**

Commission President Turner stated there was a request to add Resolution 59-2021 Approve Execution of Change Order No. 6 for Ninth Street Multi Use Path to the agenda.

A motion was made by Commissioner Johnson and seconded by Commissioner Garber to approve adding Resolution 59-2021 to the agenda.

The motion was adopted unanimously.

### **APPROVAL OF MINUTES**

A motion was made by Commissioner Johnson and seconded by Commissioner Garber to approve the minutes of the August 10, 2021 meeting.

The motion was adopted unanimously.

### **PRESENTATION** – Jason Semler – Bakertilly – TIF Bonds

(1:40) Jason Semler, Bakertilly, talked to the Commission about the different types of bonds that the RDC has used in the past. A different type of financing is done with EDC bonds can also be used to fund private development for an incentive or the proceeds used to build their infrastructure. The developer buys their own bond and the only revenue pledged will be the tax increment generated from the development.

(7:15) Questions from Commission members.

**Resolution 52-2021** – Declaratory Resolution to Amend the Boundaries of the Lippert/Dierdorff Economic Development Area and Establish the Boundaries and Economic Development Plan for the College Avenue Economic Development Area

(7:40) Becky Hutsell, Redevelopment Director, stated that four parcels are being carved out of the Lippert/Dierdorff TIF. One belongs to Elkhart County Fairgrounds access drive. The new College Avenue TIF will consist of only the parcels owned by Last Dance, LLC.

A motion was made by Commissioner Weddell and seconded by Commissioner Stump to approve Resolution 52-2021.

The motion was adopted unanimously.

**Resolution 53-2021** – Request Adoption of the Downtown River District Revitalization Plan  
(9:30) Becky Hutsell, Redevelopment Director, at last month’s meeting, JPR gave a brief presentation of the Downtown River District Revitalization. This is an overall planning document that commits no funding or any specific project. This will allow us to identify projects moving forward.

(10:32) James Loewen, 315 S. 6<sup>th</sup> St, Goshen, stated he likes the plan and offered a suggestion regarding the Greenway Trail extension. He suggested making the crossing at Pike Street and Lincoln Avenue a tunnel like Plymouth Avenue.

(11:51) Commissioner Stump commented that he does not know who in the county was familiar with is of this plan because at the last Council meeting some were surprised by it.

(12:31) Mark Brinson, Deputy Mayor, commented that the planning committee included Daryl Riegsecker, Elkhart County Council and Jeff Taylor, Elkhart County Administrator.

(12:45) Mayor Stutsman, last year when this process started, Commissioner Yoder and Commissioner Weirick were asked if the County wanted to be a part of the RFP since they have property within the area.

A motion was made by Commissioner Weddell and seconded by Commissioner Johnson to approve Resolution 53-2021.

Ayes: Garber Johnson Turner Weddell

Nays: Stump

The motion was adopted by a vote of 4 in favor and 1 against.

**Resolution 54-2021** –Request to Negotiate and Execute an Agreement for Professional Engineering Services for Public Infrastructure Improvements for the Elkhart County Courts Consolidation

(15:22) Becky Hutsell, Redevelopment Director, an updated memo was given to Commission members detailing the results of the review committee, which consisted of Jason Hoffman, Becky Hutsell and Josh Corwin. Four proposals were received. Based on the review rankings, requesting approval to proceed with an agreement with A & Z Engineering based on their proposal.

(16:39) Questions from Commission members regarding the scoring of the proposals.

(18:01) Commissioner Stump indicated that he is uncomfortable not giving this to the low bidder.

A motion was made by Commissioner Garber and seconded by Commissioner Johnson to approve Resolution 54-2021.

The motion was adopted unanimously.

**Resolution 55-2021** –Request to Negotiate and Execute an Agreement for Topographical Survey Services for West Jefferson Street Reconstruction

(19:10) Becky Hutsell, Redevelopment Director, gave the Commission an updated memo detailing the scoring of the two proposals received. Would like to move forward with A & Z Engineering based on the scoring. It was noted in their proposal that if they were selected for both projects they would reduce their price. They can complete the work in two weeks.

(20:02) Commissioner Stump stated that he has the same comment for this resolution as the previous one.

(21:00) Commissioner Weddell asked that in the future if he could receive information before the meeting to have more time to review.

A motion was made by Commissioner Garber and seconded by Commissioner Johnson to approve Resolution 55-2021.

The motion was adopted unanimously.

**Resolution 56-2021**- Request to Approve 5 Year Capital Plan

(22:10) Becky Hutsell, Redevelopment Director, typically the Capital Plan is approved in the first few months of the year. This year has undergone so many different changes and scenarios. Two different times have introduced new projects and these have been incorporated into the Capital Plan. Have discussed the possibility of consolidating the TIF's but now it appears it will not be necessary. River Race TIF has shifted some projects and the balance is in a good position. Southeast TIF does drop into the negative and propose to do a short term Major Move's loan in 2023 which would allow road projects to be done before INDOT starts their project. Will not secure the loan until it is known it is needed.

A motion was made by Commissioner Weddell and seconded by Commissioner Johnson to approve Resolution 56-2021.

The motion was adopted unanimously.

**Resolution 57-2021** – Authorization to Negotiate Development Agreement for the Indiana Avenue Apartments

(25:40) Mark Brinson, Deputy Mayor, at last month's meeting, Mayra Garcia & Jose Garcia, representing Greenwood Rentals, LLC, presented their proposal and team to the Commission. The issue moving forward is related to the increase in construction costs. From a commercial lenders perspective there needs to be more cushion to cover the debt service ratio. Proposing a TIF/EDC bond and create a new TIF allocation area for this project. The developer would purchase the bond and the city would pledge 75% of the TIF proceeds to make the bond payments. The bond term is 20 year at 0% interest.

(29:58) Mayra Garcia, thanked everyone for giving them time to listen to their proposal and considering helping us move this project forward. Ms. Garcia stated that she and her father are very passionate on this project and thinks the apartment complex would be good for Goshen. She offered to answer any questions the Commission may have.

(30: 35) Questions and comments regarding development.

(32:30) Commissioner Weddell asked what if the construction costs go back down to where they were when this all started and now they have basically a 20 year abatement. Mr. Brinson responded that this is something that can be covered in the development agreement.

Ms. Garcia said she thinks the cost estimate will be around the same. Ancon will rebid the project.

(34:57) Comments and discussion from Commission members regarding the costs and reimbursement.

(36:54) Question to Jason Semler from Commission members regarding if this type of financing has been used elsewhere for a private developer on private land and Mr. Semler replied that it has been used for gap funding.

39:33 Comments and discussion regarding setting a precedent.

(40:26) Mayor Stutsman, commented that we may be setting a precedent and we can clarify what the precedent is. Recently met with Ball State and two of the biggest things you can do for economic development is promote and complete housing projects and quality of life projects. Have been working on the quality of life projects for a while and at the last meeting spoke of the importance of getting creative. The City of Goshen vacant housing stock is at 2% and the nearest comparison is the City of Elkhart which has a 15% vacant housing stock. Would like to look at this as a partnership with the Garcia's and not a bail out. Would appreciate the board's support of this initiative and at least taking the steps to see what we can negotiate to make this all come together.

(43:50) Commissioner Stump indicated he supports this because they are local people and local business. He also stated that just because he is in favor of this project does not mean he is in favor of the project along Plymouth Avenue.

(44:30) Commissioner Bradd Weddell commented that from a school stand point, we know we are losing families to other community because of housing. When we lose a student we do our homework to find out what happened and it is because they could not find housing in the city. Need to look at doing something and this is only one layer if we want to continue to grow our school system.

(45:00) Commissioner Garber stated he would support this as a one-time deal.

(45:22) Nick Kieffer, Goshen Chamber of Commerce, spoke in favor of the project.

(46:21) Ryan Thwaites, Syracuse, spoke in favor of the project.

(48:12) Commissioner Turner asked Commissioner Bradd Weddell if the school would support this and Mr. Weddell responded that it is both a positive and a negative for the school. Anytime you can get new housing we are very supportive

(51:00) Discussion about residential TIF's, and tax revenue.

A motion was made by Commissioner Johnson and seconded by Commissioner Weddell to approve Resolution 57-2021.

After discussion, on call of the roll, the motion was carried by the following vote:

Ayes: Garber Johnson Stump Turner  
Nays: Weddell

The motion was adopted by a vote of 4 in favor and 1 against.

**Resolution 58-2021** –Approve Execution of a Purchase Agreement for 410 West Pike Street (59:00) Mark Brinson, Deputy Mayor, this site was identified as one of the catalyst sites for the Downtown River District Revitalization plan. Purchase price is \$250,000 and is subject to environmental due diligence.

A motion was made by Commissioner Stump and seconded by Commissioner Weddell to approve Resolution 58-2021.

The motion was adopted unanimously.

**Resolution 59-2021** – Approve Execution of Change Order No. 6 for Ninth Street Multi-Use Path (1:05:00) Josh Corwin, City Engineer, this change order is for time adjustment only. There was a 14 day delay to the contractor due to City staff installing additional drainage structure recommended by Lochmueller.

A motion was made by Commissioner Weddell and seconded by Commissioner Stump to approve Resolution 59-2021.

The motion was adopted unanimously.

#### **APPROVAL OF REGISTER OF CLAIMS**

A motion was made by Commissioner Weddell and seconded by Commissioner Stump to approve payment of the Register of Claims totaling \$1,064,135.14

The motion was adopted unanimously.

#### **MONTHLY REDEVELOPMENT STAFF REPORT**

Redevelopment Director Becky Hutsell offered to answer any questions about the monthly report; however the Commission did not have any questions.

#### **OPEN FORUM**

Commissioner Stump asked about the survey done along the railroad corridor. Becky Hutsell responded that it was the Ninth Street Corridor Study. Commissioner Stump stated that he found out that Gleason Products is interested in the old Western Rubber site and he feels that is a better use of the property.

#### **ANNOUNCEMENTS**

It was announced that the next regular meeting is scheduled for October 12, 2021 at 3:00 p.m.

#### **ADJOURNMENT**

A motion was made by Commissioner Weddell and seconded by Commissioner Johnson to adjourn the meeting.

The motion was adopted unanimously.

The regular meeting was adjourned at 4:12 p.m.

**APPROVED** on October 12, 2021

**GOSHEN REDEVELOPMENT COMMISSION**

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Vince Turner, President

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Andrea Johnson, Secretary

**Notice of Adoption of Declaratory Resolution to  
Amend the Boundaries of the Lippert/Dierdorff Economic Development Area and  
Establish the Boundaries and Economic Development Plan for the  
College Avenue Economic Development Area  
and Notice of Public Hearing**

The Goshen Redevelopment Commission (Commission) adopted Declaratory Resolution 52-2021 on September 14, 2021, to amend the boundaries of the Lippert/Dierdorff Economic Development Area and allocation area, and to declare and find a new area generally located along College Avenue, west of County Road 31 and east of the railroad in Goshen as an economic development area and approve the economic development plan for the area. This area, identified as the College Avenue Economic Development Area, is also designated as an allocation area for the purposes of distribution and allocation of certain real property taxes. Maps and plats have been prepared for the proposed College Avenue Economic Development Area and are available for inspection during regular business hours at the City of Goshen Redevelopment Department located in the City Annex, 204 East Jefferson Street, Goshen, Indiana.

Written remonstrances and objections to the proposed amendment of the boundaries of the Lippert/Dierdorff Economic Development Area and establishment of the new College Avenue Economic Development Area and the proposed projects set forth in the economic development plan may be filed with the Commission until 12:00 p.m. on October 12, 2021, at the City of Goshen Redevelopment Department located in the City Annex, 204 East Jefferson Street, Goshen, Indiana.

The Commission will hold a public hearing at a meeting on October 12, 2021 at 3:00 p.m. hear persons interested in or affected by the proposed amendment of the boundaries of the Lippert/Dierdorff Economic Development Area and establishment of the new College Avenue Economic Development Area and allocation area and the proposed projects set forth in the economic development plan, and shall consider all written remonstrances and objections that have been filed. The hearing will be held at the Goshen Police and Court Building located in the Court Room/Council Chambers at 111 East Jefferson Street, Goshen, Indiana. After considering the evidence presented, the Commission will take final action determining the public utility and benefit of the proposed projects amendment of the boundaries of the Lippert/Dierdorff Economic Development Area and establishment of the College Avenue Economic Development Area and allocation area, and will take final action on the resolution.



## **RESOLUTION 60-2021**

### **Confirming the Declaratory Resolution to Amend the Boundaries of the Lippert/Dierdorff Economic Development Area and Establish the Boundaries and Economic Development Plan for the College Avenue Economic Development Area**

WHEREAS the Goshen Redevelopment Commission adopted Declaratory Resolution 52-2021 to Amend the Boundaries of the Lippert/Dierdorff Economic Development Area and Establish the Boundaries and Economic Development Plan for the College Avenue Economic Development Area, a copy of which is attached as Exhibit A to this resolution.

WHEREAS pursuant to Indiana Code § 36-7-14-16(a), the Goshen Plan Commission has determined that the Declaratory Resolution and the Economic Development Plan for the College Avenue Economic Development Area conform to the City of Goshen's plan for development and has issued a written order to the Goshen Common Council advising the Common Council of such conformation.

WHEREAS pursuant to Indiana Code § 36-7-14-16(b) and Indiana Code § 36-7-14-41(c), the Goshen Common Council has approved the Plan Commission's written order and approved the Redevelopment Commission's determination that the area should be established as the College Avenue Economic Development Area.

WHEREAS pursuant to Indiana Code § 36-7-14-17 and Indiana Code § 5-3-1, a notice of the adoption and substance of the Declaratory Resolution and a notice of public hearing on the proposed amendment and establishment has been published and filed with all appropriate departments, offices, bodies, and taxing units.

WHEREAS the Redevelopment Commission has conducted a hearing at which the Commission received and heard all remonstrances and objections from persons interested in or affected by the proposed amendment and establishment.

After considering evidence presented at the public hearing, the Goshen Redevelopment Commission NOW CONFIRMS THE FINDINGS that:

- (1) The implementation of the Economic Development Plan for the College Avenue Economic Development Area (Plan) will promote significant opportunities for the gainful employment of the

citizens of Goshen, attract a major new business enterprise to the City of Goshen, retain or expand a significant business enterprise existing in the City of Goshen, or meet other purposes of sections 2.5, 41 or 43 of Indiana Code § 36-7-14.

- (2) The Plan cannot be achieved by regulatory processes or by the ordinary operation of private enterprise without resort to the powers allowed under sections 2.5, 41 and 43 of Indiana Code § 36-7-14 because of the lack of local public improvements, including the lack of funding for needed improvements, the existence of conditions that lower the value of the land below that of nearby land, or other similar conditions.
- (3) The accomplishment of the Plan will benefit the public health and welfare of the Goshen community and College Avenue Economic Development Area.
- (4) The accomplishment of the Plan will be a public utility and benefit to the Goshen community. The benefit to the community will be able to be measured by the attraction or retention of permanent jobs, an increase in the property tax base, improved diversity of the economic base, or other similar public benefits.
- (5) The Plan conforms to other development and/or redevelopment plans for the City of Goshen.

NOW, THEREFORE, BE IT RESOLVED by the Goshen Redevelopment Commission CONFIRMS and APPROVES the Declaratory Resolution 52-2021 to Amend the Boundaries of the Lippert/Dierdorff Economic Development Area and Establish the Boundaries and Economic Development Plan for the College Avenue Economic Development Area, a copy of which is attached as Exhibit A to this resolution.

BE IT FURTHER RESOLVED that the Secretary of the Commission is directed to record this Resolution Confirming the Declaratory Resolution to Amend the Boundaries of the Lippert/Dierdorff Economic Development Area and Establish the Boundaries and Economic Development Plan for the College Avenue Economic Development Area with the Elkhart County Recorder and to notify the Department of Local Government Finance and the Elkhart County Auditor of the amendment of the boundaries of the Lippert/Dierdorff Economic Development Area and establishment of the College Avenue Economic Development Area.

PASSED and ADOPTED by the Goshen Redevelopment Commission on \_\_\_\_\_, 2021.

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Vince Turner, President

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Andrea Johnson, Secretary

STATE OF INDIANA            )  
  ) SS:  
COUNTY OF ELKHART        )

Before me, the undersigned Notary Public in and for said County and State, personally appeared Vince Turner, President and Andrea Johnson, Secretary of the Goshen Redevelopment Commission, and acknowledged the execution of the foregoing instrument.

Witness my hand and Notarial Seal this \_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Notary Public of \_\_\_\_\_ County, Indiana  
My Commission Expires: \_\_\_\_\_  
Commission Number: \_\_\_\_\_

This instrument was prepared by Shannon Marks, Legal Compliance Administrator, City of Goshen Legal Department, 204 East Jefferson Street, Suite 2, Goshen, Indiana 46528, (574) 537-3820.

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each social security number in this document, unless required by law (Shannon Marks).

**EXHIBIT A**

**Resolution 52-2021**

**Declaratory Resolution to  
Amend the Boundaries of the Lippert/Dierdorff Economic Development Area and  
Establish the Boundaries and Economic Development Plan of the  
College Avenue Economic Development Area**

## **RESOLUTION 52-2021**

### **Declaratory Resolution to Amend the Boundaries of the Lippert/Dierdorff Economic Development Area and Establish the Boundaries and Economic Development Plan for the College Avenue Economic Development Area**

WHEREAS to promote the assessment, planning, replanning, remediation, development, and redevelopment of an area within the City of Goshen, the Goshen Redevelopment Commission (Commission) believes it is reasonable and appropriate to establish an economic development area and allocation area to be identified as the “College Avenue Economic Development Area.”

WHEREAS the implementation of the Economic Development Plan for the College Avenue Economic Development Area is necessary for proposed new and additional development to occur in the recently annexed undeveloped are generally located along College Avenue, west of County Road 31 and east of the railroad.

WHEREAS the Commission previously established the Lippert/Dierdorff Economic Development Area by Resolutions 13-2018 and 41-2018.

WHEREAS the College Avenue Economic Development Plan can be better achieved by removing certain parcels of real estate located east of the railroad from the boundaries of the Lippert/Dierdorff Economic Development Area and allocation area and including three (3) parcels in the College Avenue Economic Development Area and allocation area.

The Goshen Redevelopment Commission NOW FINDS that:

- (1) The area generally located along College Avenue, west of County Road 31 and east of the railroad as depicted on the map attached as Exhibit A and more particularly described in Exhibit A-1 is an economic development area for the purposes set forth in Indiana Code § 36-7-14 et seq. The area shall be identified as the “College Avenue Economic Development Area.” The College Avenue Economic Development Area consists of approximately three hundred fifteen (315) acres of real estate that currently includes a total of eight (8) parcels of real estate (as of the date of this resolution). The corresponding parcel numbers, owners and assessed values of the real estate to be included in the College Avenue Economic Development Area are set forth in the list attached as Exhibit B.

- (2) Four (4) parcels of real estate located east of the railroad shall be removed from the boundaries of the Lippert/Dierdorff Economic Development Area and allocation area, of which three (3) parcels shall be included in the new College Avenue Economic Development Area and allocation area. The corresponding parcel numbers, owners and assessed values of the real estate to be removed from the Lippert/Dierdorff Economic Development Area and allocation area are set forth in the list attached as Exhibit C.
- (3) The Commission has been presented with an Economic Development Plan (Plan) for the development of the College Avenue Economic Development Area, a copy of which is attached as Exhibit D.
- (4) The implementation of the Plan will promote significant opportunities for the gainful employment of the citizens of Goshen, attract a major new business enterprise to the City of Goshen, retain or expand a significant business enterprise existing in the City of Goshen, or meet other purposes of sections 2.5, 41 or 43 of Indiana Code § 36-7-14.
- (5) The Plan cannot be achieved by regulatory processes or by the ordinary operation of private enterprise without resort to the powers allowed under sections 2.5, 41 and 43 of Indiana Code § 36-7-14 because of the existence of improvements or conditions that lower the value of the land below that of nearby land, the lack of local public improvements, including the lack of funding for needed improvements, or other similar conditions.
- (6) The accomplishment of the Plan will benefit the public health and welfare of the Goshen community and College Avenue Economic Development Area.
- (7) The accomplishment of the Plan will be a public utility and benefit to the Goshen community. The benefit to the community will be able to be measured by the attraction or retention of permanent jobs, an increase in the property tax base, improved diversity of the economic base, or other similar public benefits.
- (8) The Plan conforms to other development and/or redevelopment plans for the City of Goshen.

NOW, THEREFORE, BE IT RESOLVED that the Goshen Redevelopment Commission DECLARES as follows:

- (1) The Lippert/Dierdorff Economic Development Area and allocation area shall be amended by removing four (4) parcels of real estate located east of the railroad. The corresponding parcel numbers of the real estate to be removed from the Lippert/Dierdorff Economic Development Area and allocation area are set forth in the list attached as Exhibit C.
- (2) It is the intent of the Commission that the amendment of the boundaries of the Lippert/Dierdorff Economic Development Area and allocation area to remove the four (4) parcels of real estate shall not otherwise affect the previously established allocation provisions, base assessed values, base assessment dates, or the manner in which tax increment is calculated for the real estate remaining in the Lippert/Dierdorff Economic Development Area and allocation area.
- (3) The area identified as the College Avenue Economic Development Area is generally located along College Avenue, west of County Road 31 and east of the railroad as depicted on the map attached as Exhibit A and more particularly described in Exhibit A-1 is an economic development area for the purposes set forth in Indiana Code § 36-7-14 et seq. The College Avenue Economic Development Area consists of approximately three hundred fifteen (315) acres of real estate that

currently includes a total of eight (8) parcels of real estate (as of the date of this resolution). The corresponding parcel numbers, owners and assessed values of the real estate to be included in the College Avenue Economic Development Area are set forth in the list attached as Exhibit B.


- (4) The Economic Development Plan for the College Avenue Economic Development Area attached as Exhibit D is approved.
- (5) The Commission does not currently propose to acquire interests in real estate within the College Avenue Economic Development Area to accomplish the Plan other than easements or rights-of-way for the construction of public infrastructure improvements.
- (6) All rights-of-way necessary to complete the public infrastructure improvements identified in the Plan shall be acquired by the appropriate City Boards and dedicated to the City.
- (7) There are no residents that will be displaced by any project set forth in the Plan. The Commission finds that it does not need to give consideration to transitional and permanent provisions for adequate housing.
- (8) For the purposes of the distribution and allocation of real property taxes, the College Avenue Economic Development Area shall also be designated an allocation area. The allocation area includes all of the area depicted on the map attached as Exhibit A and more particularly described in Exhibit A-1, and shall include the corresponding parcel numbers listed in Exhibit B attached to this resolution.
- (9) The establishment of the allocation area and the implementation of the Plan is anticipated to support and spur additional private development in and near the College Avenue Economic Development Area. This private development and increased assessed value would not occur but for the projects identified in the Plan. The new property taxes generated by the new private development will be used to fund the projects needed to spur the additional private development in the area. Thus, the adoption of the allocation provision will result in new property taxes in the area that would not have been generated but for the adoption of the allocation provision.
- (10) The base assessment date for the real estate in the allocation area shall be the assessed value of the real estate as of January 1, 2021.
- (11) The allocation provision for the real estate in the allocation area shall expire twenty-five (25) years after the date that tax increment revenues are paid into the allocation fund for the allocation area or twenty-five (25) years after the date on which the first obligation is incurred to pay principal and interest on bonds or lease rentals on leases payable from tax increment revenues from the allocation fund, whichever occurs first.
- (12) Any real property taxes levied on and after the effective date of this resolution by or for the benefit of any public body entitled to a distribution of property taxes on taxable real property in the allocation area shall be allocated and distributed pursuant to Indiana Code § 36-7-14-39(b), except the property tax proceeds in excess of those described in Indiana Code § 36-7-14-39(b)(1) and (2) shall be allocated to the redevelopment district and, when collected, paid into the allocation fund for the allocation area.
- (13) The property tax proceeds paid into the allocation fund for the allocation area may only be used for the purposes set forth in Indiana Code § 36-7-14-39(b)(3), including to do one or more of the following:


- (a) Pay the principal of and interest on any obligations payable solely from allocated tax proceeds which are incurred by the redevelopment district for the purpose of financing or refinancing the redevelopment of the allocation area.
  - (b) Establish, augment, or restore the debt service reserve for bonds payable solely or in part from allocated tax proceeds in the allocation area.
  - (c) Pay the principal of and interest on bonds payable from allocated tax proceeds in the allocation area and from the special tax levied under Indiana Code § 36-7-14-27.
  - (d) Pay the principal of and interest on bonds issued by the City of Goshen to pay for local public improvements that are physically located in or physically connected to the allocation area.
  - (e) Pay premiums on the redemption before maturity of bonds payable solely or in part from allocated tax proceeds in the allocation area.
  - (f) Make payments on leases payable from allocated tax proceeds in the allocation area under Indiana Code § 36-7-14-25.2.
  - (g) Reimburse the City of Goshen for expenditures made by it for local public improvements (which include buildings, parking facilities, and other items described in Indiana Code § 36-7-14-25.1(a)) that are physically located in or physically connected to the allocation area.
  - (h) Reimburse the City of Goshen for rentals paid by it for a building or parking facility that is physically located in or physically connected to the allocation area under any lease entered into under Indiana Code § 36-1-10.
  - (i) Pay expenses incurred by the Commission for local public improvements that are in the allocation area or serving the allocation area. Public improvements include buildings, parking facilities, and other items described in Indiana Code § 36-7-14-25.1(a).
  - (j) Reimburse public and private entities for expenses incurred in training employees of industrial facilities that are located: (i) in the allocation area; and (ii) on a parcel of real property that has been classified as industrial property under the rules of the department of local government finance. However, the total amount of money spent for this purpose in any year may not exceed the total amount of money in the allocation fund that is attributable to property taxes paid by the industrial facilities described in this clause. The reimbursements under this clause must be made within three (3) years after the date on which the investments that are the basis for the increment financing are made.
  - (k) Pay the costs of carrying out an eligible efficiency project (as defined in Indiana Code § 36-9-41-1.5) within the City of Goshen as permitted by Indiana Code § 36-7-14-39(b)(3)(L).
  - (l) Satisfy or fulfill any other permitted purpose for the use of allocation funds under Indiana Code § 36-7-14-39 as may be amended from time to time.
- (14) This establishment of the boundaries of the College Avenue Economic Development Area is subject to:

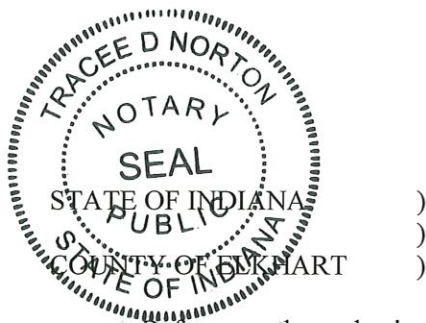


- (a) The Goshen Plan Commission making a determination that this resolution and the Economic Development Plan for the College Avenue Economic Development Area conform to the City of Goshen's plan for development and issuing a written order approving this resolution and the Plan.
- (b) The Goshen Common Council approving the Plan Commission's written order and approving the Redevelopment Commission's determination that the area identified as the College Avenue Economic Development Area is an economic development area.
- (c) The Goshen Redevelopment Commission holding a public hearing to receive and hear remonstrances and objections from interested persons, and then taking final action confirming the resolution.

PASSED and ADOPTED by the Goshen Redevelopment Commission on September 14, 2021.

  
 \_\_\_\_\_  
 Vince Turner, President

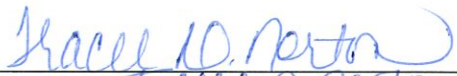
  
 \_\_\_\_\_  
 Andrea Johnson, Secretary



)  
 ) SS:  
 )

Before me, the undersigned Notary Public in and for said County and State, personally appeared Vince Turner, President and Andrea Johnson, Secretary of the Goshen Redevelopment Commission, and acknowledged the execution of the foregoing instrument.

Witness my hand and Notarial Seal this 14 day of September, 2021.

  
 \_\_\_\_\_  
 Printed Name: Tracee D Norton  
 Notary Public of Elkhart County, Indiana  
 My Commission Expires: May 1, 2024  
 Commission Number: 684470

This instrument was prepared by Shannon Marks, Legal Compliance Administrator, City of Goshen Legal Department, 204 East Jefferson Street, Suite 2, Goshen, Indiana 46528, (574) 537-3820.

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each social security number in this document, unless required by law (Shannon Marks).

**EXHIBIT A**

**Areas Included  
in the  
College Avenue Economic Development Area and Allocation Area**



**EXHIBIT A-1**

**Descriptions of Areas Included  
In the  
College Avenue Economic Development Area and Allocation Area**

**Parcel Nos. 20-11-13-200-005.000-014/015 and 20-11-13-400-006.000-014/015 (Area annexed into City of Goshen in 08/23/2021)**

A PART OF THE NORTHEAST AND SOUTHEAST QUARTERS OF SECTION 13, TOWNSHIP 36 NORTH, RANGE 6 EAST, ELKHART TOWNSHIP, ELKHART COUNTY, INDIANA, SURVEYED BY RONNIE L. JUSTICE, REGISTRATION NUMBER 80900004, WITH ADVANCED LAND SURVEYING OF NORTHERN INDIANA INC., AS SHOWN ON PROJECT NUMBER 201101 CERTIFIED ON NOVEMBER 3, 2020, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS (BEARINGS IN THIS DESCRIPTION ARE BASED ON THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 13 HAVING A BEARING OF NORTH 89 DEGREES 39 MINUTES 12 SECONDS EAST); COMMENCING AT A HARRISON MONUMENT MARKING THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF SECTION 13, TOWNSHIP 36 NORTH, RANGE 6 EAST; THENCE NORTH 00 DEGREES 22 MINUTES 23 SECONDS WEST WITH THE EAST LINE OF A TRACT OF LAND CONVEYED TO RYAN THWAITS AND LARRY SCHROCK IN ELKHART COUNTY DEED RECORD 2020-11865, A DISTANCE OF 320.49 FEET TO A #5 REBAR FOUND AT THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE NORTH 00 DEGREES 22 MINUTES 23 SECONDS WEST WITH SAID LINE, A DISTANCE OF 2327.58 FEET TO A THREE QUARTER INCH REBAR FOUND AT THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 13 AND BEING THE SOUTHEAST CORNER OF A TRACT OF LAND CONVEYED TO VERNON AND WANDA SCHLABACH IN ELKHART COUNTY DEED RECORD 2017-07742; THENCE NORTH 00 DEGREES 28 MINUTES 34 SECONDS WEST, WITH THE EAST LINE OF SAID SCHLABACH LAND, A DISTANCE OF 732.81 FEET TO A THREE QUARTER INCH REBAR AT THE SOUTHWEST CORNER OF A TRACT OF LAND CONVEYED TO DANA L. MILLER IN ELKHART COUNTY DEED RECORD 93003206; THENCE NORTH 89 DEGREES 29 MINUTES 51 SECONDS EAST WITH SAID MILLER LAND, A DISTANCE OF 1607.17 FEET TO A REBAR; THENCE SOUTH 03 DEGREES 14 MINUTES 28 SECONDS WEST, WITH SAID MILLER LAND, A DISTANCE OF 739.44 FEET TO A REBAR WITH CAP STAMPED BRADS-KO ON THE NORTH LINE OF A TRACT OF LAND CONVEYED TO SPRINGVIEW LAND HOLDINGS, LLC IN ELKHART COUNTY DEED RECORD 2019-06807; THENCE SOUTH 89 DEGREES 40 MINUTES 59 SECONDS WEST, WITH THE NORTH LINE OF SAID LAND, A DISTANCE OF 247.27 FEET TO A REBAR; THENCE SOUTH 00 DEGREES 25 MINUTES 47 SECONDS EAST, WITH THE WEST LINE OF SAID LAND, A DISTANCE OF 2021.27 FEET TO A REBAR WITH CAP STAMPED PCB AT THE NORTHWEST CORNER OF A TRACT OF LAND CONVEYED TO MOLAR MANAGEMENT, LLC IN ELKHART COUNTY DEED RECORD 2020-22405; THENCE .SOUTH 00 DEGREES 42 MINUTES 10 SECONDS EAST, WITH THE WEST LINE OF SAID LAND, A DISTANCE OF 626.09 FEET TO A SURVEY MARK SPIKE ON THE SOUTH LINE OF SAID SOUTHEAST QUARTER; THENCE SOUTH 89 DEGREES 39 MINUTES 12 SECONDS WEST, ALONG THE SOUTH LINE OF SAID SOUTHEAST QUARTER, A DISTANCE OF 472.08 FEET TO A SURVEY MARK SPIKE AT THE SOUTHEAST CORNER OF A TRACT OF LAND CONVEYED TO TRI-COUNTY LAND TRUSTEE CORPORATION IN ELKHART COUNTY DEED RECORD 2013-06108; THENCE NORTH 00 DEGREES 20 MINUTES 44 SECONDS WEST WITH THE EAST LINE OF SAID LAND, A DISTANCE OF 320.49 FEET TO A #5 REBAR AT THE NORTHEAST CORNER OF SAID LAND; THENCE SOUTH 89 DEGREES 39 MINUTES 16 SECONDS WEST, WITH THE

NORTH LINE OF SAID LAND, A DISTANCE OF 845.97 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION, CONTAINING 100.36 ACRES, MORE OR LESS.

AND ALSO:

**Parcel Nos. 20-11-24-201-001.000-014/015, 20-11-24-126-011.000-014/015 and 20-11-24-201-002.000-014/015 (Area annexed into City of Goshen in 08/23/2021)**

PART OF THE NORTHWEST AND NORTHEAST QUARTERS OF SECTION 24, TOWNSHIP 36 NORTH, RANGE 6 EAST, ELKHART TOWNSHIP, ELKHART COUNTY, INDIANA, SURVEYED BY RONNIE L. JUSTICE, REGISTRATION NUMBER 80900004, WITH ADVANCED LAND SURVEYING OF NORTHERN INDIANA INC., AS SHOWN ON PROJECT NUMBER 210101 CERTIFIED ON JANUARY 7, 2021, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS (BEARINGS IN THIS DESCRIPTION ARE BASED ON THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 24 HAVING A BEARING OF NORTH 89 DEGREES 39 MINUTES 12 SECONDS EAST); BEGINNING AT A HARRISON MONUMENT MARKING THE NORTH QUARTER CORNER OF SECTION 24, TOWNSHIP 36 NORTH, RANGE 6 EAST; THENCE NORTH 89 DEGREES 39 MINUTES 12 SECONDS EAST, ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 24, A DISTANCE OF 1320.73 FEET TO A MAG NAIL AT THE NORTHWEST CORNER OF A TRACT OF LAND CONVEYED TO THE STANLEY D. MILLER REVOCABLE TRUST DATED THE 18TH DAY OF JULY 2007; THENCE SOUTH 00 DEGREES 42 MINUTES 25 SECONDS EAST WITH THE WEST LINE OF SAID MILLER LAND, A DISTANCE OF 1979.96 FEET TO A REBAR WITH CAP (JUSTICE 900004) ON THE NORTH RIGHT OF WAY OF THE NORFOLK SOUTHERN RAILWAY COMPANY; THENCE NORTH 56 DEGREES 31 MINUTES 53 SECONDS WEST, WITH THE NORTH RIGHT OF WAY WITH THE NORFOLK SOUTHERN RAILWAY COMPANY, A DISTANCE OF 2857.74 FEET TO A REBAR FOUND AT THE SOUTHEAST CORNER OF A TRACT OF LAND CONVEYED TO KATHLEEN S. EMERY IN ELKHART COUNTY DEED RECORD 2014-08913; THENCE NORTH 00 DEGREES 43 MINUTES 38 SECONDS WEST, WITH THE EAST LINE OF SAID EMERY LAND, A DISTANCE OF 164.93 FEET TO A REBAR AT THE SOUTHWEST COMER OF A TRACT OF LAND CONVEYED TO DAVID AND SARAH LAMBRIGHT IN ELKHART COUNTY DEED RECORD 2020-05774; THENCE NORTH 89 DEGREES 40 MINUTES 10 SECONDS EAST, WITH THE SOUTH IINE OF SAID LAMBRIGHT LAND, THE SOUTH LINE OF A TRACT OF LAND CONVEYED TO REESE SCHMUCKER IN ELKHART COUNTY DEED RECORD 2018-05528 AND THE SOUTH LINE OF A TRACT OF LAND CONVEYED TO SIX MILE LAKE INVESTMENTS, LLC IN DEED RECORD 2016-13337, A DISTANCE OF 314.95 FEET TO A REBAR AT THE SOUTHEAST CORNER OF THE SIX MILE LAKE INVESTMENTS, LLC PROPERTY; THENCE NORTH 00 DEGREES 54 MINUTES 25 SECONDS WEST, WITH THE EAST LINE OF SAID LAND, A DISTANCE OF 224.93 FEET (225 FEET RECORDED) TO A MAG NAIL ON THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 24; THENCE NORTH 89 DEGREES 40 MINUTES 30 SECONDS EAST, ALONG THE NORTH LINE OF SAID NORTHWEST QUARTER, A DISTANCE OF 729.93 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION, CONTAINING 62.69 ACRES, MORE OR LESS.

AND ALSO:

**Parcel No. 20-11-13-300-001.000-015**

THE SOUTHWEST QUARTER OF SECTION 13, TOWNSHIP 36 NORTH, RANGE 6 EAST, ELKHART TOWNSHIP, ELKHART COUNTY, INDIANA.

EXCEPTING THEREFROM THAT PORTION LYING SOUTH AND WEST OF THE NEW YORK CENTRAL, CONTAINING 5 ACRES, MORE OR LESS.

ALSO EXCEPTING THE FOLLOWING DESCRIBED TRACT: COMMENCING AT A STONE MARKING THE SOUTHWEST CORNER OF SECTION 13, TOWNSHIP 36 NORTH, RANGE 6 EAST, ELKHART COUNTY, INDIANA; THENCE SOUTH 89 DEGREES 47 MINUTES EAST, ALONG THE SOUTH LINE OF SAID SECTION, 1000.9 FEET TO AN IRON STAKE ON THE EAST RIGHT-OF-WAY LINE OF THE NEW YORK CENTRAL RAILROAD, SAID IRON STAKE BEING THE PLACE OF BEGINNING OF THIS DESCRIPTION; THENCE CONTINUING SOUTH 89 DEGREES 47 MINUTES EAST, ALONG THE SOUTH LINE OF SAID SECTION 13, 317.9 FEET TO AN IRON STAKE AT THE SOUTHEAST CORNER OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 13; THENCE NORTH ALONG THE EAST LINE OF SAID WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 13, 462.6 FEET TO AN IRON TAKE; THENCE WEST 1001.1 FEET TO AN IRON STAKE ON THE AFORESAID EAST RIGHT-OF-WAY OF THE NEW YORK CENTRAL RAILROAD; THENCE SOUTH 55 DEGREES 58 MINUTES EAST ALONG SAID EAST RIGHT-OF-WAY LINE, 824.4 FEET TO THE PLACE OF BEGINNING.

AND ALSO:

**Parcel No. 20-11-14-426-002.000-015**

A PART OF THE SOUTHEAST QUARTER OF SECTION 14, TOWNSHIP 36 NORTH, RANGE 6 EAST, 2ND PRINCIPAL MERIDIAN, ELKHART TOWNSHIP, ELKHART COUNTY, INDIANA, BEING PART OF A TRACT OF LAND CONVEYED TO ELKHART COUNTY 4-H AND AGRICULTURAL EXPOSITION, INC., AS DESCRIBED IN DOCUMENT NUMBER 2011-013502 IN THE OFFICE OF THE ELKHART COUNTY RECORDER, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 14; THENCE NORTH 0 DEGREES 7 MINUTES 2 SECONDS EAST ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SECTION 14, A DISTANCE OF 1323.45 FEET TO THE NORTHEAST CORNER OF LAND CONVEYED TO STEPHEN L. FIDLER, KELLY J. WEBB, AND KAREN M. FIDLER AS DESCRIBED IN DEED RECORD 428, PAGE 875, AND ALSO BEING THE PLACE OF BEGINNING OF THIS DESCRIPTION; THENCE CONTINUING NORTH 0 DEGREES 7 MINUTES 2 SECONDS EAST ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SECTION 14 A DISTANCE OF 1297.1 FEET, MORE OR LESS, TO THE CENTER OF ROCK RUN CREEK; THENCE MEANDERING SOUTHWESTERLY ALONG THE CENTERLINE THREAD OF ROCK RUN CREEK, A DISTANCE OF 400 FEET MORE OR LESS TO A POINT WHICH LIES 298 FEET PERPENDICULAR TO THE EAST LINE OF THE SOUTHEAST QUARTER OF SECTION 14; THENCE SOUTH 0 DEGREES 7 MINUTES 2 SECONDS WEST PARALLEL WITH AND 298 FEET EQUIDISTANT FROM THE EAST LINE OF THE SOUTHEAST QUARTER OF SECTION 14, A DISTANCE OF 1143.75 FEET TO THE NORTH LINE OF SAID FIDLER, WEBB, AND FIDLER PARCEL; THENCE NORTH 89 DEGREES 49 MINUTES 4 SECONDS EAST ALONG SAID NORTH LINE A DISTANCE OF 298 FEET TO THE PLACE OF BEGINNING.

AND ALSO:

**Parcel No. 20-11-14-478-001.000-015**

A PART OF THE SOUTHEAST QUARTER OF SECTION 14, TOWNSHIP 36 NORTH, RANGE 6 EAST, ELKHART COUNTY, INDIANA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A STONE IN THE CENTERLINE OF COUNTY ROAD NUMBER 36, SAID STONE MARKING THE SOUTHEAST CORNER OF THE SOUTHEAST QUARTER OF SECTION 14, TOWNSHIP 36 NORTH, RANGE 6 EAST; THENCE DUE NORTH ON AN ASSUMED BEARING ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SECTION 14, 671.9 FEET TO AN IRON STAKE ON THE NORTH RIGHT OF WAY LINE OF THE NEW YORK CENTRAL RAILROAD AND THE PLACE OF BEGINNING OF THIS DESCRIPTION; THENCE CONTINUING ALONG SAID DESCRIBED BEARING, 651.95 FEET; THENCE SOUTH 89 DEGREES 45 MINUTES WEST, 958.8 FEET TO AN IRON STAKE ON THE NORTH RIGHT OF WAY LINE OF THE NEW YORK CENTRAL RAILROAD; THENCE SOUTH 55 DEGREES 57 MINUTES EAST ALONG THE NORTH LINE OF THE NEW YORK CENTRAL RAILROAD, 1157.87 FEET TO THE PLACE OF BEGINNING OF THIS DESCRIPTION.

**EXHIBIT B**

**Parcels Included  
in the  
College Avenue Economic Development Area and Allocation Area**

<b>Parcel Number</b>	<b>Owner</b>	<b>Land AV</b>	<b>Imp AV</b>	<b>Total AV</b>
20-11-13-200-005.000-014/015	THWAITS, RYAN	\$32,500	\$0	\$32,500
20-11-13-300-001.000-015	THWAIT,S RYAN, UND 1/2 INT, & LARRY SCHROCK, UND 1/2 INT, TEN COM	\$189,900	\$82,600	\$272,500
20-11-13-400-006.000-014/015	THWAITS, RYAN	\$85,200	\$0	\$85,200
20-11-14-426-002.000-015	THWAIT,S RYAN, UND 1/2 INT, & LARRY SCHROCK, UND 1/2 INT, TEN COM	\$8,400	\$0	\$8,400
20-11-14-478-001.000-015	THWAIT,S RYAN, UND 1/2 INT, & LARRY SCHROCK, UND 1/2 INT, TEN COM	\$800	\$0	\$800
20-11-24-126-011.000-014/015	THWAITS, RYAN, UND 1/2 INT, & DOUGLAS W THWAITS & NANCY L THWAITS, H&W, UND 1/2 INT	\$21,600	\$0	\$21,600
20-11-24-201-001.000-014/015	THWAITS, RYAN, UND 1/2 INT, & DOUGLAS W THWAITS & NANCY L THWAITS, H&W, UND 1/2 INT	\$31,300	\$30,600	\$61,900
20-11-24-201-002.000-014/015	THWAITS, RYAN, UND 1/2 INT, & DOUGLAS W THWAITS & NANCY L THWAITS, H&W, UND 1/2 INT	\$1,300	\$400	\$1,700
Parcels	8	<hr/>	<hr/>	<hr/>
		\$371,000	\$113,600	\$484,600

**EXHIBIT C**

**Parcels Removed  
from the  
Lippert/Dierdorff Economic Development Area and Allocation Area**

<b>Parcel Number</b>	<b>Owner</b>	<b>Land AV</b>	<b>Imp AV</b>	<b>Total AV</b>
20-11-13-300-001.000-015	THWAIT,S RYAN, UND 1/2 INT, & LARRY SCHROCK, UND 1/2 INT, TEN COM	\$189,900	\$82,600	\$272,500
20-11-14-426-002.000-015	THWAIT,S RYAN, UND 1/2 INT, & LARRY SCHROCK, UND 1/2 INT, TEN COM	\$8,400	\$0	\$8,400
20-11-14-478-001.000-015	THWAIT,S RYAN, UND 1/2 INT, & LARRY SCHROCK, UND 1/2 INT, TEN COM	\$800	\$0	\$800
20-11-14-478-002.000-015	ELKHART COUNTY 4-H AGRICULTURAL EXPOSITION INC	\$81,200	\$0	\$81,200
Parcels 4		<hr/> \$280,300	<hr/> \$82,600	<hr/> \$362,900

Parcel 20-11-14-478-002.000-015 is NOT being included in the College Avenue Economic Development Area and Allocation Area.



## **EXHIBIT D**

### **Economic Development Plan for the College Avenue Economic Development Area**

#### **Introduction**

The purpose of the Economic Development Plan (Plan) for the College Avenue Economic Development Area is to facilitate the development of the College Avenue Economic Development Area through the investment in local public infrastructure improvements and encourage new or expanded development in the area.

#### **Description of College Avenue Economic Development Area**

The College Avenue Economic Development Area consists of approximately three hundred fifteen (315) acres of real estate generally located along College Avenue, west of County Road 31 and east of the railroad as depicted on the map attached as Exhibit 1 and more particularly described in Exhibit 2.

#### **Plan Objectives**

The Goshen Redevelopment Commission's (Commission) goals are to enhance the economic health and diversity of the City of Goshen by addressing the underutilization of land and the barriers to its development. In particular, it is the goal of this Plan to facilitate and encourage economic development and new or expanded private investment and development in the area. The implementation of this Plan is a public and governmental function that cannot be accomplished through the ordinary operation of private enterprise or by regulatory process because of the existence of conditions that lower the value of the land below that of nearby land, and the lack of local public infrastructure improvements and the cost of providing such infrastructure improvements. The implementation of this Plan will benefit the public health and welfare of the City of Goshen by providing needed local public infrastructure improvements in the area, in particular public water and sanitary sewer services, storm water retention/detention areas, and improvements to College Avenue (County Road 36). With the availability of the new public infrastructure improvements, the Plan will attract new or expand existing private business enterprises thereby increasing and enhancing job opportunities for the gainful employment of the citizens of the City of Goshen and Elkhart County. The new or expanded development will further increase the City of Goshen's property tax base.

The establishment of the College Avenue Economic Development Area and the designation of the College Avenue Economic Development Area as an allocation area will allow the Commission to capture the property tax revenues paid on the increased or incremental assessed value of the real estate generated by any new or expanded development in the area. The tax increment revenues shall be deposited into the allocation fund and used to fund the cost of local public infrastructure improvements and other projects in or serving the area. The property tax revenues paid on the based assessed value will continue to be divided up among the underlying taxing units.

#### **Plan Description**

This Plan includes the construction of local public infrastructure improvements and other projects described below that are physically located in or physically connected to the College Avenue Economic Development Area and allocation area. The Commission may also fund the expenses incurred in

connection with the construction of local public infrastructure improvements, including costs of acquisition of rights-of-way or easements, costs of materials and labor, and all reasonable architectural, engineering, legal, financing, accounting, advertising, supervisory expenses and other similar costs related to the development and/or implementation of the Plan. The projects for the College Avenue Economic Development Area are as follows:

- (1) Reimburse City of Goshen for expenditures the City made for any of the local public infrastructure or to reimburse property owners for expenses incurred to construct public infrastructure in accordance with a development agreement or other reimbursement agreement approved by the Redevelopment Commission.
- (2) Construct water mains and any appurtenant facilities, including fire hydrants, where there are no water mains. This shall specifically include the extension of and construction of water mains beginning at the end of the existing water main on College Avenue, running under the railroad tracks and east on College Avenue/County Road 36 to County Road 31, south on County Road 31 to County Road 38, then west on County Road 38/Kercher Road connecting to the existing water main on Century Drive.
- (3) Construct sanitary sewer mains, including lift station and other appurtenant structures, where there are no sewer mains. This shall specifically include the extension and construction of a sewer mains beginning at the end of the existing sewer main on College Avenue and extending east on College Avenue/County Road 36.
- (4) Construct flood control routing, including side ditches, culverts and ponds where there are no such facilities or where such facilities are inadequate.
- (5) Construct or improve public streets, including curbs, gutters, public street lights, traffic control devices, or other signage. This shall specifically include roadway improvements to College Avenue.
- (6) Construct public sidewalks or pedestrian/bicycle paths. This shall specifically include the construction of a 10-foot sidewalk adjacent to College Avenue beginning on the east side of the railroad tracks and extending east.
- (7) Remove scrub trees, plants and vegetation within the public right-of-way and upon other publicly owned real estate.
- (8) Plant trees and landscaping improvements within the public right-of-way and upon other publicly owned real estate.
- (9) Relocate or bury utility lines.
- (10) Install technology infrastructure where no such infrastructure exists.
- (11) Job training for employees of industrial facilities as provided under Indiana Code § 36-7-14-39(b)(3)(K).
- (12) Eligible efficiency project (as defined in Indiana Code § 36-9-41-1.5) as permitted under Indiana Code § 36-7-14-39(b)(3)(L).
- (13) Construct other local public infrastructure improvements as necessary or desirable to promote the development of real estate within the College Avenue Economic Development Area.

#### **Acquisition of Real Property**

The Commission does not currently plan to acquire interests in real estate in the College Avenue Economic Development Area except it is anticipated that it will be necessary for the City of Goshen to

acquire easements or rights-of-way to accommodate certain local public infrastructure improvement projects identified in this Plan. It is believed that the needed easements and rights-of-way can be obtained from the real estate owners who will benefit from the projects.

If required easements and rights-of-way are not acquired by donation or dedication, the needed easements or rights-of-way will be acquired by eminent domain by the City of Goshen under Indiana Code § 32-24 and other applicable statutory provisions for the exercise of the power of eminent domain. This plan authorizes the use of allocation funds to acquire rights-of-way or easements needed, if necessary.

The list attached as Exhibit 3 includes the parcels of real estate from which easements or rights-of-way may need to be acquired if existing rights-of-way are insufficient. Until the designs for the projects are completed, it is not known what, if any, easements or rights-of-way will be necessary nor the cost, if any, to acquire the easements or rights-of-way.

There are no residents that will be displaced by any project set forth in the Plan.

### **Plan Cost Estimate**

The total cost to implement the proposed Plan is estimated to be Thirteen Million Eight Hundred Thousand Dollars (\$13,800,000).

### **Plan Financing**

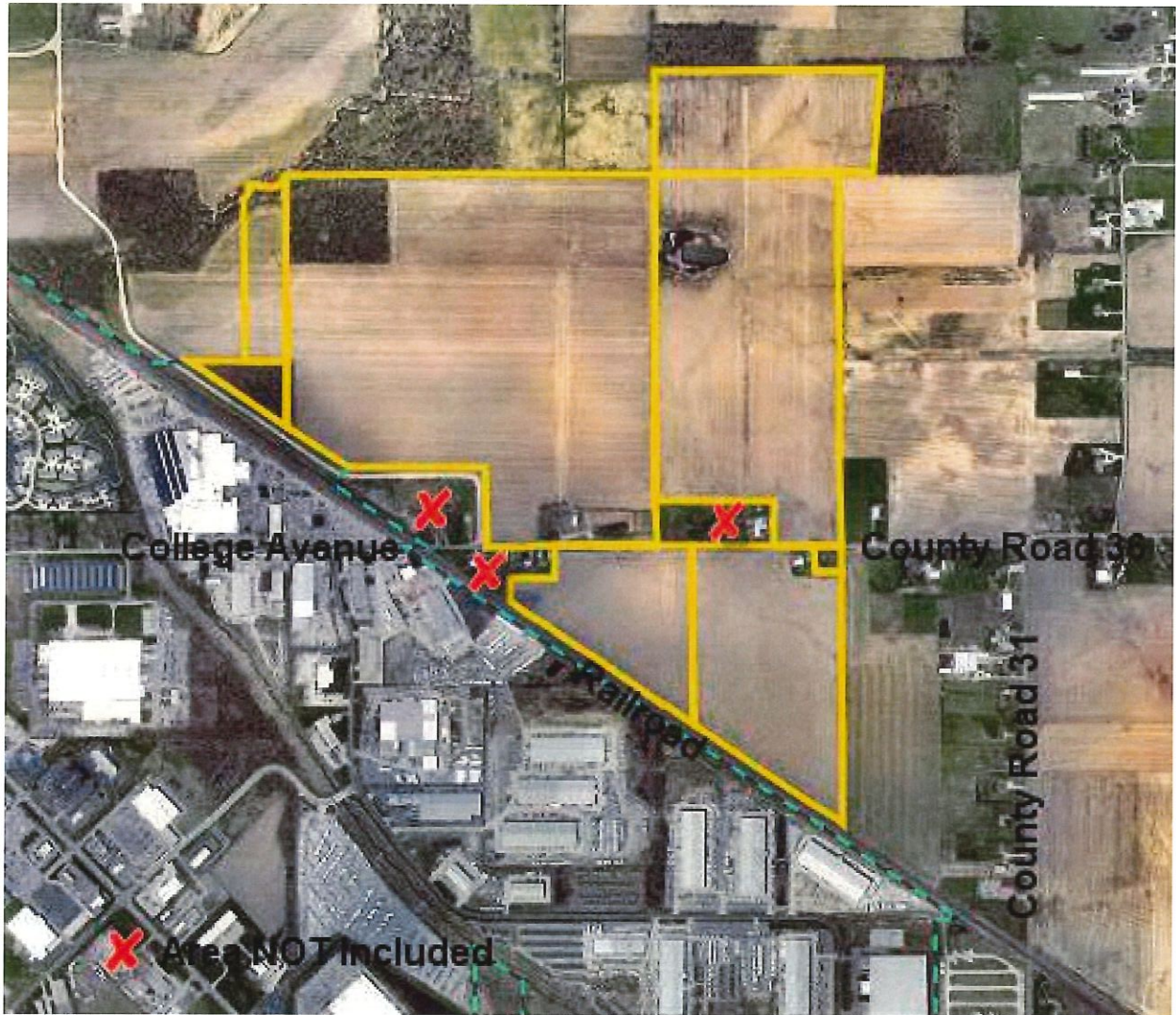
It is the intention to fund the Plan from the use of tax increment financing revenues resulting from the increase in the net assessed valuation of new private development in the College Avenue Economic Development Area and allocation area.

Other funding sources may be utilized if necessary to complete the projects set forth in the Plan, including, but not limited to, issuance of bonds, lease financing, and grants. It is further understood that tax increment financing revenues will be used to reimburse any other initial funding sources. Specifically, the City of Goshen and Commission have entered into a Development Agreement with Last Dance, LLC (Developer) in which the City will issue Economic Development Revenue Bonds, to be purchased by the Developer or other designated entities, to fund the infrastructure projects. The Bonds will be paid solely from tax increment revenues generated by the development in the College Avenue Economic Development Area and allocation area. If the tax increment financing revenues generated are insufficient to make the Bond payments, the City's payments to the Developer will be delayed until there are sufficient tax increment financing revenues generated.

### **Plan Amendment**

Subject to compliance with the requirements specified in Indiana Code § 36-7-14-17.5, the Commission may amend this Plan for the College Avenue Economic Development Area.

**EXHIBIT 1**  
**Areas Included**  
**in the**  
**College Avenue Economic Development Area and Allocation Area**



## EXHIBIT 2

### Descriptions of Areas Included In the College Avenue Economic Development Area and Allocation Area

**Parcel Nos. 20-11-13-200-005.000-014/015 and 20-11-13-400-006.000-014/015 (Area annexed into City of Goshen in 08/23/2021)**

A PART OF THE NORTHEAST AND SOUTHEAST QUARTERS OF SECTION 13, TOWNSHIP 36 NORTH, RANGE 6 EAST, ELKHART TOWNSHIP, ELKHART COUNTY, INDIANA, SURVEYED BY RONNIE L. JUSTICE, REGISTRATION NUMBER 80900004, WITH ADVANCED LAND SURVEYING OF NORTHERN INDIANA INC., AS SHOWN ON PROJECT NUMBER 201101 CERTIFIED ON NOVEMBER 3, 2020, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS (BEARINGS IN THIS DESCRIPTION ARE BASED ON THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 13 HAVING A BEARING OF NORTH 89 DEGREES 39 MINUTES 12 SECONDS EAST); COMMENCING AT A HARRISON MONUMENT MARKING THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF SECTION 13, TOWNSHIP 36 NORTH, RANGE 6 EAST; THENCE NORTH 00 DEGREES 22 MINUTES 23 SECONDS WEST WITH THE EAST LINE OF A TRACT OF LAND CONVEYED TO RYAN THWAITS AND LARRY SCHROCK IN ELKHART COUNTY DEED RECORD 2020-11865, A DISTANCE OF 320.49 FEET TO A #5 REBAR FOUND AT THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE NORTH 00 DEGREES 22 MINUTES 23 SECONDS WEST WITH SAID LINE, A DISTANCE OF 2327.58 FEET TO A THREE QUARTER INCH REBAR FOUND AT THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 13 AND BEING THE SOUTHEAST CORNER OF A TRACT OF LAND CONVEYED TO VERNON AND WANDA SCHLABACH IN ELKHART COUNTY DEED RECORD 2017-07742; THENCE NORTH 00 DEGREES 28 MINUTES 34 SECONDS WEST, WITH THE EAST LINE OF SAID SCHLABACH LAND, A DISTANCE OF 732.81 FEET TO A THREE QUARTER INCH REBAR AT THE SOUTHWEST CORNER OF A TRACT OF LAND CONVEYED TO DANA L. MILLER IN ELKHART COUNTY DEED RECORD 93003206; THENCE NORTH 89 DEGREES 29 MINUTES 51 SECONDS EAST WITH SAID MILLER LAND, A DISTANCE OF 1607.17 FEET TO A REBAR; THENCE SOUTH 03 DEGREES 14 MINUTES 28 SECONDS WEST, WITH SAID MILLER LAND, A DISTANCE OF 739.44 FEET TO A REBAR WITH CAP STAMPED BRADS-KO ON THE NORTH LINE OF A TRACT OF LAND CONVEYED TO SPRINGVIEW LAND HOLDINGS, LLC IN ELKHART COUNTY DEED RECORD 2019-06807; THENCE SOUTH 89 DEGREES 40 MINUTES 59 SECONDS WEST, WITH THE NORTH LINE OF SAID LAND, A DISTANCE OF 247.27 FEET TO A REBAR; THENCE SOUTH 00 DEGREES 25 MINUTES 47 SECONDS EAST, WITH THE WEST LINE OF SAID LAND, A DISTANCE OF 2021.27 FEET TO A REBAR WITH CAP STAMPED PCB AT THE NORTHWEST CORNER OF A TRACT OF LAND CONVEYED TO MOLAR MANAGEMENT, LLC IN ELKHART COUNTY DEED RECORD 2020-22405; THENCE .SOUTH 00 DEGREES 42 MINUTES 10 SECONDS EAST, WITH THE WEST LINE OF SAID LAND, A DISTANCE OF 626.09 FEET TO A SURVEY MARK SPIKE ON THE SOUTH LINE OF SAID SOUTHEAST QUARTER; THENCE SOUTH 89 DEGREES 39 MINUTES 12 SECONDS WEST, ALONG THE SOUTH LINE OF SAID SOUTHEAST QUARTER, A DISTANCE OF 472.08 FEET TO A SURVEY MARK SPIKE AT THE SOUTHEAST CORNER OF A TRACT OF LAND CONVEYED TO TRI-COUNTY LAND TRUSTEE CORPORATION IN ELKHART COUNTY DEED RECORD 2013-06108; THENCE NORTH 00 DEGREES 20 MINUTES 44 SECONDS WEST WITH THE EAST LINE OF SAID LAND, A DISTANCE OF 320.49 FEET TO A #5 REBAR AT THE NORTHEAST CORNER OF SAID LAND; THENCE SOUTH 89 DEGREES 39 MINUTES 16 SECONDS WEST, WITH THE

NORTH LINE OF SAID LAND, A DISTANCE OF 845.97 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION, CONTAINING 100.36 ACRES, MORE OR LESS.

AND ALSO:

**Parcel Nos. 20-11-24-201-001.000-014/015, 20-11-24-126-011.000-014/015 and 20-11-24-201-002.000-014/015 (Area annexed into City of Goshen in 08/23/2021)**

PART OF THE NORTHWEST AND NORTHEAST QUARTERS OF SECTION 24, TOWNSHIP 36 NORTH, RANGE 6 EAST, ELKHART TOWNSHIP, ELKHART COUNTY, INDIANA, SURVEYED BY RONNIE L. JUSTICE, REGISTRATION NUMBER 80900004, WITH ADVANCED LAND SURVEYING OF NORTHERN INDIANA INC., AS SHOWN ON PROJECT NUMBER 210101 CERTIFIED ON JANUARY 7, 2021, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS (BEARINGS IN THIS DESCRIPTION ARE BASED ON THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 24 HAVING A BEARING OF NORTH 89 DEGREES 39 MINUTES 12 SECONDS EAST); BEGINNING AT A HARRISON MONUMENT MARKING THE NORTH QUARTER CORNER OF SECTION 24, TOWNSHIP 36 NORTH, RANGE 6 EAST; THENCE NORTH 89 DEGREES 39 MINUTES 12 SECONDS EAST, ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 24, A DISTANCE OF 1320.73 FEET TO A MAG NAIL AT THE NORTHWEST CORNER OF A TRACT OF LAND CONVEYED TO THE STANLEY D. MILLER REVOCABLE TRUST DATED THE 18TH DAY OF JULY 2007; THENCE SOUTH 00 DEGREES 42 MINUTES 25 SECONDS EAST WITH THE WEST LINE OF SAID MILLER LAND, A DISTANCE OF 1979.96 FEET TO A REBAR WITH CAP (JUSTICE 900004) ON THE NORTH RIGHT OF WAY OF THE NORFOLK SOUTHERN RAILWAY COMPANY; THENCE NORTH 56 DEGREES 31 MINUTES 53 SECONDS WEST, WITH THE NORTH RIGHT OF WAY WITH THE NORFOLK SOUTHERN RAILWAY COMPANY, A DISTANCE OF 2857.74 FEET TO A REBAR FOUND AT THE SOUTHEAST CORNER OF A TRACT OF LAND CONVEYED TO KATHLEEN S. EMERY IN ELKHART COUNTY DEED RECORD 2014-08913; THENCE NORTH 00 DEGREES 43 MINUTES 38 SECONDS WEST, WITH THE EAST LINE OF SAID EMERY LAND, A DISTANCE OF 164.93 FEET TO A REBAR AT THE SOUTHWEST CORNER OF A TRACT OF LAND CONVEYED TO DAVID AND SARAH LAMBRIGHT IN ELKHART COUNTY DEED RECORD 2020-05774; THENCE NORTH 89 DEGREES 40 MINUTES 10 SECONDS EAST, WITH THE SOUTH LINE OF SAID LAMBRIGHT LAND, THE SOUTH LINE OF A TRACT OF LAND CONVEYED TO REESE SCHMUCKER IN ELKHART COUNTY DEED RECORD 2018-05528 AND THE SOUTH LINE OF A TRACT OF LAND CONVEYED TO SIX MILE LAKE INVESTMENTS, LLC IN DEED RECORD 2016-13337, A DISTANCE OF 314.95 FEET TO A REBAR AT THE SOUTHEAST CORNER OF THE SIX MILE LAKE INVESTMENTS, LLC PROPERTY; THENCE NORTH 00 DEGREES 54 MINUTES 25 SECONDS WEST, WITH THE EAST LINE OF SAID LAND, A DISTANCE OF 224.93 FEET (225 FEET RECORDED) TO A MAG NAIL ON THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 24; THENCE NORTH 89 DEGREES 40 MINUTES 30 SECONDS EAST, ALONG THE NORTH LINE OF SAID NORTHWEST QUARTER, A DISTANCE OF 729.93 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION, CONTAINING 62.69 ACRES, MORE OR LESS.

AND ALSO:

**Parcel No. 20-11-13-300-001.000-015**

THE SOUTHWEST QUARTER OF SECTION 13, TOWNSHIP 36 NORTH, RANGE 6 EAST, ELKHART TOWNSHIP, ELKHART COUNTY, INDIANA.

EXCEPTING THEREFROM THAT PORTION LYING SOUTH AND WEST OF THE NEW YORK CENTRAL, CONTAINING 5 ACRES, MORE OR LESS.

ALSO EXCEPTING THE FOLLOWING DESCRIBED TRACT: COMMENCING AT A STONE MARKING THE SOUTHWEST CORNER OF SECTION 13, TOWNSHIP 36 NORTH, RANGE 6 EAST, ELKHART COUNTY, INDIANA; THENCE SOUTH 89 DEGREES 47 MINUTES EAST, ALONG THE SOUTH LINE OF SAID SECTION, 1000.9 FEET TO AN IRON STAKE ON THE EAST RIGHT-OF-WAY LINE OF THE NEW YORK CENTRAL RAILROAD, SAID IRON STAKE BEING THE PLACE OF BEGINNING OF THIS DESCRIPTION; THENCE CONTINUING SOUTH 89 DEGREES 47 MINUTES EAST, ALONG THE SOUTH LINE OF SAID SECTION 13, 317.9 FEET TO AN IRON STAKE AT THE SOUTHEAST CORNER OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 13; THENCE NORTH ALONG THE EAST LINE OF SAID WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 13, 462.6 FEET TO AN IRON TAKE; THENCE WEST 1001.1 FEET TO AN IRON STAKE ON THE AFORESAID EAST RIGHT-OF-WAY OF THE NEW YORK CENTRAL RAILROAD; THENCE SOUTH 55 DEGREES 58 MINUTES EAST ALONG SAID EAST RIGHT-OF-WAY LINE, 824.4 FEET TO THE PLACE OF BEGINNING.

AND ALSO:

**Parcel No. 20-11-14-426-002.000-015**

A PART OF THE SOUTHEAST QUARTER OF SECTION 14, TOWNSHIP 36 NORTH, RANGE 6 EAST, 2ND PRINCIPAL MERIDIAN, ELKHART TOWNSHIP, ELKHART COUNTY, INDIANA, BEING PART OF A TRACT OF LAND CONVEYED TO ELKHART COUNTY 4-H AND AGRICULTURAL EXPOSITION, INC., AS DESCRIBED IN DOCUMENT NUMBER 2011-013502 IN THE OFFICE OF THE ELKHART COUNTY RECORDER, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 14; THENCE NORTH 0 DEGREES 7 MINUTES 2 SECONDS EAST ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SECTION 14, A DISTANCE OF 1323.45 FEET TO THE NORTHEAST CORNER OF LAND CONVEYED TO STEPHEN L. FIDLER, KELLY J. WEBB, AND KAREN M. FIDLER AS DESCRIBED IN DEED RECORD 428, PAGE 875, AND ALSO BEING THE PLACE OF BEGINNING OF THIS DESCRIPTION; THENCE CONTINUING NORTH 0 DEGREES 7 MINUTES 2 SECONDS EAST ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SECTION 14 A DISTANCE OF 1297.1 FEET, MORE OR LESS, TO THE CENTER OF ROCK RUN CREEK; THENCE MEANDERING SOUTHWESTERLY ALONG THE CENTERLINE THREAD OF ROCK RUN CREEK, A DISTANCE OF 400 FEET MORE OR LESS TO A POINT WHICH LIES 298 FEET PERPENDICULAR TO THE EAST LINE OF THE SOUTHEAST QUARTER OF SECTION 14; THENCE SOUTH 0 DEGREES 7 MINUTES 2 SECONDS WEST PARALLEL WITH AND 298 FEET EQUIDISTANT FROM THE EAST LINE OF THE SOUTHEAST QUARTER OF SECTION 14, A DISTANCE OF 1143.75 FEET TO THE NORTH LINE OF SAID FIDLER, WEBB, AND FIDLER PARCEL; THENCE NORTH 89 DEGREES 49 MINUTES 4 SECONDS EAST ALONG SAID NORTH LINE A DISTANCE OF 298 FEET TO THE PLACE OF BEGINNING.

AND ALSO:

**Parcel No. 20-11-14-478-001.000-015**

A PART OF THE SOUTHEAST QUARTER OF SECTION 14, TOWNSHIP 36 NORTH, RANGE 6 EAST, ELKHART COUNTY, INDIANA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A STONE IN THE CENTERLINE OF COUNTY ROAD NUMBER 36, SAID STONE MARKING THE SOUTHEAST CORNER OF THE SOUTHEAST QUARTER OF SECTION 14, TOWNSHIP 36 NORTH, RANGE 6 EAST; THENCE DUE NORTH ON AN ASSUMED BEARING ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SECTION 14, 671.9 FEET TO AN IRON STAKE ON THE NORTH RIGHT OF WAY LINE OF THE NEW YORK CENTRAL RAILROAD AND THE PLACE OF BEGINNING OF THIS DESCRIPTION; THENCE CONTINUING ALONG SAID DESCRIBED BEARING, 651.95 FEET; THENCE SOUTH 89 DEGREES 45 MINUTES WEST, 958.8 FEET TO AN IRON STAKE ON THE NORTH RIGHT OF WAY LINE OF THE NEW YORK CENTRAL RAILROAD; THENCE SOUTH 55 DEGREES 57 MINUTES EAST ALONG THE NORTH LINE OF THE NEW YORK CENTRAL RAILROAD, 1157.87 FEET TO THE PLACE OF BEGINNING OF THIS DESCRIPTION.



**EXHIBIT 3**

**Real Estate Acquisition  
(Easements or Rights-of-Way)  
for College Avenue Economic Development Plan Projects**

<b>Parcel Number</b>	<b>Owner</b>	<b>Property Address/Location</b>
20-11-24-201-002.000-014/015	THWAITS, RYAN, UND 1/2 INT, & DOUGLAS W THWAITS & NANCY L THWAITS, H&W, UND 1/2 INT	COUNTY RD 36
20-11-24-201-001.000-014/015	THWAITS, RYAN, UND 1/2 INT, & DOUGLAS W THWAITS & NANCY L THWAITS, H&W, UND 1/2 INT	COUNTY RD 36
20-11-24-126-011.000-014/015	THWAITS, RYAN, UND 1/2 INT, & DOUGLAS W THWAITS & NANCY L THWAITS, H&W, UND 1/2 INT	COUNTY RD 36
20-11-14-478-001.000-015	THWAITS, RYAN, UND 1/2 INT, & LARRY SCHROCK, UND 1/2 INT, TEN COM	COUNTY RD 36
20-11-14-426-002.000-015	THWAITS, RYAN, UND 1/2 INT, & LARRY SCHROCK, UND 1/2 INT, TEN COM	COUNTY RD 34
20-11-13-400-006.000-014/015	THWAITS, RYAN	16379 COUNTY RD 36
20-11-13-300-001.000-015	THWAITS, RYAN, UND 1/2 INT, & LARRY SCHROCK, UND 1/2 INT, TEN COM	16629 COUNTY RD 36
20-11-13-200-005.000-014/015	THWAITS, RYAN	COUNTY RD 36

**RESOLUTION 62-2021**

**Approve Request to Negotiate and Execute an Agreement with Roberts  
Environmental Services, LLC for a Phase 1 Environmental Site Assessment (ESA)  
at 410 West Pike Street**

WHEREAS prior to purchasing the property at 410 West Pike Street, the Commission is required to complete a Phase 1 Environmental Site Assessment.

WHEREAS Roberts Environmental Services, LLC provided a quote for a lump sum about of \$1250.00 to perform all duties.

NOW, THEREFORE, BE IT RESOLVED that Becky Hutsell, Redevelopment Director is authorized to execute the Agreement with Roberts Environmental Services, LLC for a Phase 1 Environmental Site Assessment at 410 West Pike Street on behalf of the City of Goshen and Goshen Redevelopment Commission.

PASSED and ADOPTED on October 12, 2021

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Vince Turner, President

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Andrea Johnson, Secretary

## AGREEMENT

### PHASE I ENVIRONMENTAL SITE ASSESSMENT 410 WEST PIKE STREET, GOSHEN

THIS AGREEMENT is entered into on \_\_\_\_\_, 2021, which is the last signature date set forth below, by and between **Roberts Environmental Services, LLC** (“Contractor”), whose mailing address is 2112 Carmen Court Goshen IN 46526 and **City of Goshen, Indiana**, a municipal corporation and political subdivision of the State of Indiana acting through the Goshen Redevelopment Commission (“City”).

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

#### **Section 1. Contractor Duties**

Roberts Environmental Services, LLC shall provide City the services for the Phase I Environmental Site Assessment, for the real property generally located at 410 West Pike Street, Goshen, Indiana which services are more particularly described in Contractor’s September 21, 2021 proposal attached as Exhibit A (hereinafter referred to as “Duties”).

In the event of any conflict between the terms of this agreement and the terms contained in the proposal attached as Exhibit A, the terms set forth in this agreement shall prevail.

Contractor Duties under this agreement include:

- A. Records Review
- B. Site Reconnaissance;
- C. Conducting interviews and report preparation.

#### **Section 2. Effective Date; Term**

The agreement shall become effective on the day of execution and approval by both parties.

#### **Section 3. Compensation**

City agrees to compensate Roberts Environmental Services, LLC the lump sum of One Thousand Two Hundred Fifty Dollars (\$1,250.00) for performing all Duties.

#### **Section 4. Payment**

Payment shall be upon City’s receipt of a detailed invoice from Roberts Environmental Services, LLC. The invoice shall be sent to the following address, or at such other address as City may designate in writing.

City of Goshen  
c/o City of Goshen Redevelopment  
204 East Jefferson Street, Suite 6  
Goshen, IN 46528

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

Roberts Environmental Services, LLC is required to have a current W-9 form on file with the Goshen Clerk-Treasurer's Office before City will issue payment.

### **Section 5. Ownership of Documents**

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

including electronic files, as instruments of professional service. Nevertheless, the final documents prepared under this agreement shall become the property of City upon completion of the services and payment in full of all monies due to Contractor.

### **Section 6. Licensing/Certification Standards**

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

### **Section 7. Independent Contractor**

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.

Contractor understands that City will not carry worker's compensation or any other insurance on Contractor and/or Contractor's employees or subcontractors. Prior to commencing work under this agreement, and if Contractor utilizes employees or subcontractors to perform work under this agreement, Contractor agrees to provide City a certificate(s) of insurance showing Contractor's and any subcontractor's compliance with workers' compensation statutory requirements.

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

### **Section 8. Non-Discrimination**

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

## **Section 9. Employment Eligibility Verification**

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.

Contractor shall not knowingly employ or contract with an unauthorized alien, and contractor shall not retain an employee or continue to contract with a person that the Contractor subsequently learns is an unauthorized alien.

Contractor shall require their subcontractors, who perform work under this contract, to certify to the Contractor that the subcontractor does not knowingly employ or contract with an unauthorized alien and that the subcontractor has enrolled and is participating in the E-Verify program. Contractor agrees to maintain this certification throughout the duration of the term of a contract with a subcontractor.

City may terminate the contract if Contractor fails to cure a breach of this provision no later than thirty (30) days after being notified by City of a breach.

## **Section 10. Contracting with Relatives**

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

## **Section 11. No Investment Activities in Iran**

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

## **Section 12. Indemnification**

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

## **Section 13. Insurance**

Prior to commencing work, the Contractor shall furnish City a certificate of insurance in accordance with the following minimum requirements, shall maintain the insurance in full force and effect, and shall keep on deposit at all times during the term of the contract with City the certificates of proof issued by the insurance carrier that such insurance is in full force and effect. Contractor shall specifically include

coverage for the City of Goshen as an additional insured for Employer's Liability, General Liability and Automobile Liability.

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.

Contractor shall at least include the following types of insurance with the following minimum limits of liability:

- (1) Workers Compensation and Employer's Liability - Statutory Limits
- (2) General Liability - Combined Bodily Injury and Property Damage, \$1,000,000 each occurrence and aggregate
- (3) Automobile Liability - Combined Bodily Injury and Property Damage, \$1,000,000 each occurrence and aggregate
- (4) Professional Liability - Combined Bodily Injury and Property Damage, \$1,000,000 each occurrence and aggregate
- (5) Excess Umbrella Coverage - \$1,000,000 each occurrence

#### **Section 14. Force Majeure**

Except for payment of sums due, neither party shall be liable to the other or deemed in default under this contract if and to the extent that such party's performance under this contract is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the party and could not have been avoided by exercising reasonable diligence. Examples of force majeure are natural disasters or decrees of governmental bodies not the fault of the affected party.

If either party is delayed by force majeure, the party affected shall provide written notice to the other party immediately. The notice shall provide evidence of the force majeure event to the satisfaction of the other party. The party shall do everything possible to resume performance. If the period of non-performance exceeds thirty (30) calendar days, the party whose ability to perform has not been affected may, by giving written notice, terminate the contract and the other party shall have no recourse.

#### **Section 15. Default**

If Contractor fails to perform the services or comply with the provisions of this agreement, then Contractor may be considered in default.

It shall be mutually agreed that if Contractor fails to perform the services or comply with the provisions of this contract, City may issue a written notice of default and provide a period of time that shall not be less than fifteen (15) days in which Contractor shall have the opportunity to cure. If the default is not cured within the time period allowed, the contract may be terminated by the City. In the event of default and failure to satisfactorily remedy the default after receipt of written notice, the City may otherwise secure similar services in any manner deemed proper by the City, and Contractor shall be liable to the City for any excess costs incurred

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

- (1) There is a substantive breach by Contractor of any obligation or duty owed under the provisions of this contract.
- (2) Contractor is adjudged bankrupt or makes an assignment for the benefit of creditors.
- (3) Contractor becomes insolvent or in an unsound financial condition so as to endanger performance under the contract.
- (4) Contractor becomes the subject of any proceeding under law relating to bankruptcy, insolvency or reorganization, or relief from creditors and/or debtors.
- (5) A receiver, trustee, or similar official is appointed for Contractor or any of Contractor's property.
- (6) Contractor is determined to be in violation of federal, state, or local laws or regulations and that such determination renders Contractor unable to perform the services described under these Specification Documents.
- (7) The contract or any right, monies or claims are assigned by Contractor without the consent of the City.

### **Section 16. Termination**

The agreement may be terminated in whole or in part, at any time, by mutual written consent of both parties. Contractor shall be paid for all services performed and expenses reasonably incurred prior to notice of termination.

City may terminate this agreement, in whole or in part, in the event of default by Contractor.

The rights and remedies of the parties under this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this agreement.

### **Section 17. Notice**

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

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

Contractor: Roberts Environmental Services, LLC  
Jeffery C. Roberts, President  
2112 Carmen Court  
Goshen IN 46526

## **Section 18. Subcontracting or Assignment**

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

## **Section 19. Amendments**

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

## **Section 20. Waiver of Rights**

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

## **Section 21. Applicable Laws**

Contractor agrees to comply with all applicable federal, state, and local laws, rules, regulations, or ordinances. All contractual provisions legally required to be included are incorporated by reference.

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

## **Section 22. Miscellaneous**

Any provision of this agreement or incorporated documents shall be interpreted in such a way that they are consistent with all provisions required by law to be inserted into the agreement. In the event of a conflict between these documents and applicable laws, rules, regulations or ordinances, the most stringent or legally binding requirement shall govern.

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

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



**Section 23. Severability**

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

**Section 24. Binding Effect**

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

**Section 25. Entire Agreement**

This agreement constitutes the entire agreement between the parties and supersedes all other agreements or understandings between City and Roberts Environmental Services, LLC.

**Section 26. Authority to Bind Contractor**

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

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

**City of Goshen, Indiana**  
Goshen Redevelopment Commission

**Roberts Environmental Services, LLC**

\_\_\_\_\_  
Becky Hutsell, Director of Redevelopment

Date Signed: \_\_\_\_\_

\_\_\_\_\_

Printed: \_\_\_\_\_

Title: \_\_\_\_\_

Date Signed: \_\_\_\_\_

# ROBERTS

ENVIRONMENTAL SERVICES, LLC

September 21, 2021

ROBERTS Project No. 21-10854-10

Ms. Becky Hutsell, Director of Redevelopment  
**City of Goshen Redevelopment Commission**  
204 E. Jefferson Street, Suite 6  
Goshen, Indiana 46528

**Phase I Environmental Site Assessment Proposal**  
**Commercial Property**  
**410 West Pike Street**  
**Goshen, Indiana**

Dear Ms. Hutsell:

Roberts Environmental Services, LLC (“ROBERTS”) is pleased to submit this proposal to conduct a Phase I Environmental Site Assessment (“Phase I ESA”) of the above-referenced property (hereinafter referred to as the “Site”). Based on the information provided to us and/or information obtained using various local geographic information system (“GIS”) websites, the Site consists of one (1) parcel of land (20-11-09-185-002.000-015) totaling approximately 0.5-acres. One (1) approximately 6,100-square feet structure is located on the Site.

Our proposal is based on our environmental site assessment experience and information provided by you or others. The Phase I ESA will be performed in general accordance with the American Society for Testing and Materials (“ASTM”) E1527-13 *Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process* (which is an acceptable industry standard under U.S. EPA’s All Appropriate Inquiry – “AAI” rule) to ascertain, to the extent feasible, if recognized environmental conditions are associated with the Site.

## WORK SCOPE

ROBERTS’ Phase I ESA will include reviews of previous environmental reports presented or, at a minimum, made known to ROBERTS prior to the submission of this proposal, review of reasonably obtainable historical information pertinent to the investigation, review of selected regulatory databases, contact with local regulatory agencies, a Site visit, and a final report summarizing our activities, findings, and opinion regarding any potential environmental conditions at the Site. The Phase I ESA does not include an audit for assessing environmental compliance with federal, state, and/or local environmental or OSHA regulations.

any features of potential significance that might be completely or partially concealed by the presence of snow, vegetation, or other items. Areas that were not accessible to the assessor(s) during the Site inspection will be discussed in the final report.

### **Report Preparation**

ROBERTS will prepare a report presenting our observations, findings, and conclusions based on the work scope and limitations described in this proposal. The report will include a summary of any previous environmental reports, description of Site conditions encountered, a summary of the regulatory records reviewed, the photographic record of the Site visit (if warranted), and an opinion by ROBERTS regarding recognized and potential environmental conditions at the Site. A Site description, history, and operations narrative (if applicable) will be developed based on ROBERTS' review of historical aerial photographs, interviews with Site personnel, and/or the review of reasonably obtainable records. If deemed appropriate, a copy of a Site plan or facility layout provided to ROBERTS by the Client will be included in the report. However, our cost estimate does not include preparation of Site plans or other facility drawings.

The cost estimate and project schedule included in this proposal assumes that the following materials/items will be made available prior to or during the Site visit (if applicable):

- Accurate Site location information;
- A basic Site plan;
- Safe Site and building access;
- Information regarding land-use restrictions, violations, or citations regarding past environmental issues at the Site; and
- All previous environmental reports.

**Report Deliverable.** This proposal includes an electronic copy of the final report to be delivered to the Client as an email attachment or an electronic link for downloading. Hard copies of the report can be prepared for an additional fee of \$100/report copy.

### **SCHEDULE AND COST**

The lump-sum cost to perform a Phase I ESA of the Site as detailed in the preceding text is **\$1,250**. ROBERTS reserves the right to modify this lump-sum cost in the event that previous environmental reports pertaining to the Site are made available but were not disclosed prior to the preparation of this proposal. Activities performed on behalf of the client beyond the scope of work detailed in this proposal will be invoiced on a time and expense basis and will be in addition to the lump sum cost presented herein. Such activities could include, but are not limited to, the preparation of necessary submittals to the federal or state agencies in an attempt to establish various liability protection acknowledgments.

Based on ROBERTS' current schedule, the project could be completed in approximately ten (10) to fifteen (15) business days from the date ROBERTS receives formal authorization to proceed with

the project. This anticipated schedule assumes that the required environmental questionnaires to be completed by the appropriate "User(s)", owners, occupants, or other persons familiar with the subject property will be promptly completed and returned to ROBERTS. The schedule also reflects an expectation that complete and unencumbered Site access will be granted to ROBERTS by the owner or occupant immediately upon request. The schedule also assumes no delays due to the current COVID-19 pandemic are encountered.

The Phase I ESA will be performed in accordance with either an Agreement provided by the City of Goshen Redevelopment Commission or ROBERTS' Standard Environmental Services Terms and Conditions, which have been incorporated into this proposal by reference and provided as an attachment to this document. This proposal, including the cost contained herein, is applicable for 30 calendar days; however, it may be necessary to alter the proposed project schedule if the proposal is not accepted within three (3) business days. Payment of our fee is not contingent on the timing or success of any property transfer or financial transaction (e.g., sale/acquisition, transfer of title, refinancing, securing a loan, etc.). Standard payment terms are further discussed in the attached terms and conditions of service; however, these payment terms are subject to modification as deemed appropriate by ROBERTS.

We appreciate this opportunity to offer our services to you. If you have any questions regarding this proposal, please feel free to contact me at your convenience.

Sincerely,

**Roberts Environmental Services, LLC**



Jeffrey C. Roberts  
President

Attachments:     Authorization to Proceed  
                       Roberts Standard Terms & Conditions for Environmental Services

**Site History and Land Use**

The evaluation of historical Site ownership and land-use activities will be accomplished through a combination of reviewing historical aerial photographs, facility plans or drawings (if available), topographic mapping, and other reasonably obtainable records. Reasonably obtainable historical photographs will be reviewed to assist in evaluating past land uses at and in the vicinity of the Site, especially with respect to activities that could impact the environmental integrity of the Site. The aerial photographs will be obtained from a variety of local and on-line sources. The findings of the aerial photograph review relative to land-use history, signs of land disturbance, waste disposal, and apparent industrial activities will be described in the final report.

Topographic mapping from the U.S. Geological Survey will be reviewed to assess drainage patterns and other features in the vicinity of the Site and adjoining properties. In addition, historical Sanborn Fire Insurance maps for the Site area (if available) will be reviewed for information about activities with potential environmental impacts to the Site.

ROBERTS will also review reasonably ascertainable historical records for the Site to assess prior occupancy/ownership, which will primarily include a review of such records that are deemed reasonably ascertainable online through local government office websites. A review of physical occupancy/ownership records that may be available at local government offices is beyond the scope of this assessment. City directories, if available, will be reviewed for general information regarding historical ownership. If a recent chain of ownership has been developed for the Site by others, ROBERTS will incorporate that information into its review; however, ROBERTS will not perform a formal title search for the properties or identify deed restrictions, environmental liens, and other possible recorded property use restrictions that could be identified by a formal title search. The responsibility for researching and documenting such conditions will be that of the user. Information or items that are the responsibility of the user to obtain or provide to ROBERTS include:

- Environmental liens against the subject property that are filed or recorded under federal, tribal, state, or local law;
- Specialized knowledge or experience of the user relative to the subject property;
- The relationship of the purchase price to the fair market value of the subject property, if the property was not contaminated; and
- Commonly known or reasonably ascertainable information about the subject property.

For the purpose of this proposal, the “user” of our inquiry includes persons seeking to establish:

- a) The innocent landowner defense pursuant to CERCLA sections 101(35) and 107(b)(3);
- b) The bona fide prospective purchaser liability protection pursuant to CERCLA sections 101(40) and 107(r);
- c) The contiguous property owner liability protection pursuant to CERCLA section 107(q); and
- d) Persons conducting site characterization and assessments with the use of a grant awarded under CERCLA section 104(k)(2)(B).

With your assistance, ROBERTS will identify persons familiar with the property and interview them to assist in developing the historical activities at the Site and identifying areas of possible environmental concern.

### **Regulatory File Reviews for Site and Vicinity**

The ASTM Phase I ESA standard requires the review of certain federal and state databases that relate to the use, storage, treatment, disposal, and release of hazardous waste and other substances at the Site, adjacent facilities, and facilities within specified radii of the Site. ROBERTS will retain an environmental database search firm to conduct the regulatory database search.

If the database search indicates that regulated activities (e.g., spills, UST and RCRA closures, leaking USTs, etc.) have been performed at or near the Site, ROBERTS will make a reasonable effort to verify the current status of these properties and activities with the governing agency as part of the assessment. However, a detailed review of extensive regulatory files at federal, state, or local agencies is not included in this work scope. The scope of work presented in this proposal does not include filing Freedom of Information Act (“FOIA”) requests for possible records pertaining to the Site or nearby properties. However, the findings of the Phase I ESA may conclude that this action is necessary to further evaluate any specific on-Site or off-Site environmental concerns.

### **Site Visit**

The Site visit will include an inspection of the interior and exterior of on-Site buildings and exposed soil surfaces and vegetation at the Site. It will also include visual identification of features at the Site with potential environmental implications, such as soil staining, stressed vegetation, material-storage areas, aboveground and underground storage tanks, apparent discharges to and from the Site, waste storage and accumulation areas, on-Site waste-treatment and disposal areas, lagoons, ground water monitoring wells and supply wells. These features will only be included in the assessment if they are accessible and visible at the time of the Site visit.

The Site visit will not include a bulk asbestos survey to quantify and qualify asbestos-containing building materials (“ACBMs”) at the Site. However, ROBERTS may make a general comment in the final report regarding the potential for ACBMs at the Site. Any such comments would be based solely on the visual inspection of suspect asbestos-containing materials and the age of the buildings and/or building materials identified at the Site. Additionally, the assessment will not include sampling of any kind; an evaluation/inspection for mold, radon, or wetlands; nor will soils be assessed for construction suitability (i.e., a geotechnical investigation).

The on-Site inspection will be documented via field notes and photographs. Buildings, rooms, or other areas of the Site that are locked, unsafe to enter, or otherwise deemed inaccessible by ROBERTS’ assessor(s) will be excluded from inspection, and ROBERTS shall have no responsibility for such areas. Areas that were not accessible to the assessor(s) during the Site inspection will be discussed in the final report. Similarly, ROBERTS will not be responsible for documenting the condition of exterior areas covered by snow, vegetation, materials, equipment, vehicles, or other items that obscure or preclude visual inspection of the ground surface, including the presence of

**AUTHORIZATION FOR ROBERTS ENVIRONMENTAL SERVICES, LLC, TO  
PROCEED WITH PROJECT DESCRIBED IN PRECEDING PROPOSAL**

Proposal Number: 21-10854-10  
Proposal Date: September 21, 2021  
Client: City of Goshen Redevelopment Commission

Proposal Title: Phase I ESA  
Commercial Property  
410 West Pike Street  
Goshen, Indiana

The undersigned hereby authorizes Roberts Environmental Services, LLC ("ROBERTS") to proceed on the above-referenced project in accordance with the referenced proposal and its associated work scope, terms, and conditions. By authorizing the work, the undersigned acknowledges that ROBERTS' proposed work scope is adequate for the undersigned's purposes. The undersigned further acknowledges that they have read, understand, and agree to the terms and conditions governing the project, including, but not limited to, the Standard Terms and Conditions for this project, which are incorporated herein, and are authorized to contractually bind the above-named Client in executing this authorization. In no event shall any subsequent work order or similar document vary the terms and conditions of this authorization, including all terms and conditions incorporated by reference, without the express written agreement of ROBERTS.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Typed or Printed Name

\_\_\_\_\_  
Company/Affiliation

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

ROBERTS will proceed with the authorized work upon receipt of a signed Authorization to Proceed.

**PLEASE RETURN THIS PAGE TO ROBERTS UPON COMPLETION**



## **Roberts Environmental Services, LLC**

### **Standard Terms & Conditions for Environmental Services**

I(a). All work performed by Roberts Environmental Services, LLC, hereinafter called "ROBERTS", for Client is subject to the terms and limitations presented in this document, except that this document incorporates, and may be modified by, the provisions of the specific work scope and/or proposal prepared by ROBERTS. In the event of any conflict, the terms of the work scope and/or proposal shall govern.

(b). ROBERTS generally offers different levels of service to satisfy the needs and desires of different clients. Client must determine the level of service adequate for its purpose and warrants that it has reviewed the work scope and has deemed it acceptable for the service that is being provided.

(c). Unless specified in the work scope or proposal to Client, ROBERTS will not perform the following service or work and assumes no responsibility to Client to perform such services:

- An analysis, audit, or other determination as to whether the Client and/or facility being assessed is in compliance with federal, state, or local laws, statutes, ordinances, or regulations;
- Direct or indirect storage, arranging for or actually transporting, disposing, treating, or monitoring hazardous or non-hazardous substances, materials, or wastes; and
- Testing for the presence of asbestos, polychlorinated biphenyls (PCBs), lead-based paint, radon gas, or any airborne pollutants or pollutants in soil or groundwater.

II. ROBERTS' services provided under these standard terms & conditions are performed on a lump-sum or time-and-expenses basis incurred during the completion of the project as described in ROBERTS' proposal. Client and ROBERTS agree that time and expenses for any additional work items outside the scope of work in ROBERTS' proposal shall be charged at the rates in the attached Labor Fee Schedule and Equipment, Supplies, and External Expenses Fee Schedule.

III. For those services or expenses described in the proposal, Client authorizes ROBERTS to execute purchases and contracts for subconsultants; purchase expendable supplies; perform test borings, sampling, or other investigative or exploratory work. Any additional purchases or services not included in a lump-sum or time-and-expenses cost estimate will be charged to Client at their direct cost plus 10%.

IV. Unless stated otherwise, ROBERTS' work scope and/or proposal and associated costs contained therein are applicable for 90 calendar days.

V. ROBERTS' invoices are payable upon receipt. Client shall give ROBERTS written notice of any invoiced amounts disputed by Client within ten (10) calendar days after Client's receipt of the invoice, such notice shall include the amount disputed and the basis for the dispute. Client shall pay all undisputed amounts according to the following stated terms. Invoices outstanding for more than thirty (30) days after the invoice date shall incur a late-payment charge at the rate of 1.5% per month (18% per annum) from the invoice date. If Client fails to pay any invoice within sixty (60) calendar days of the invoice date, ROBERTS shall have the right, upon three (3) days written notice to Client, to stop work and recover from Client payment for all work executed and any additional costs incurred by ROBERTS in collecting past-due amounts from Client.

VI. ROBERTS strives to perform its services in a manner consistent with that level of care and skill ordinarily exercised by other professional consultants practicing in the same locality and under similar conditions at the time ROBERTS' services are performed. No warranty, expressed or implied, is included or intended in this document or any other document generated in the course of ROBERTS' services.

VII. The total cumulative liability of ROBERTS, its employees, directors, officers, agents, and subcontractors, to Client arising from services performed or to be performed by ROBERTS, including any legal fees or costs awarded under this document, shall not exceed 100% of the gross compensation received by ROBERTS for the specific work item at issue or ten thousand dollars (\$10,000), whichever is greater, regardless of the legal theory under which such liability is imposed.

VIII. ROBERTS and Client agree to waive any claims against each other for any special, incidental, or consequential damages incurred by either due to the fault of the other, regardless of the nature of the fault, or whether it was committed by Client or ROBERTS, their employees, agents, or subcontractors. Special, incidental, and consequential damages include, but are not limited to, delays, shutdowns or other disruptions, cost of capital, loss of use, and loss of profits or revenue.

IX(a). Client recognizes that conditions at sites where samples and data are gathered are inherently random, variable in space and time, and indeterminate in nature and that conditions may differ from those encountered at the time and locations where borings, surveys, inspections, or explorations are made. Therefore, ROBERTS' data, interpretations, opinions, and recommendations are based solely on the information available to ROBERTS at the time and obtainable with the methods employed. Information obtained from ROBERTS' inspections, analysis, analysis, and testing of the site and

materials is considered evidence with respect to the detection, identification, quantification, distribution of contaminants, and remediation cost estimates, but any inference or conclusion based thereon is an opinion based on ROBERTS' professional judgment and shall not be construed as a representation of fact. Client acknowledges that inspecting, sampling, and testing reduce, but do not eliminate, the risk that contaminants may escape detection. A site at which contaminants are not found or do not exist at the time of ROBERTS' inspection or work may later, due to intervening causes such as natural groundwater flow or human activities, become contaminated. Because these risks are beyond ROBERTS' control, Client agrees to assume these risks.

(b). Client shall provide ROBERTS all information in Client's possession, custody, or control concerning the project site which could affect ROBERTS' performance of the work, and ROBERTS may rely on information provided by Client and others in performing services under this document. However, ROBERTS' services to Client do not include an independent analysis of work conducted and information provided by independent laboratories or other independent contractors or consultants retained by ROBERTS or Client, and ROBERTS shall not be responsible for the reliability of such information nor bound by interpretations by others of information developed by ROBERTS.

X(a). ROBERTS shall be responsible solely for the on-site safety of its own employees, and this responsibility shall not be construed by any party to relieve the site owner, Client, or Client's contractors and/or subcontractors from their customary and contractual responsibilities and obligations to maintain a safe project site.

(b). Client agrees to assume the responsibility of reporting to any federal, state, or local public agencies any conditions at the site that may present a potential danger to public health, safety, or the environment and, to the extent required by law, to promptly report regulated conditions, including without limitation, the discovery of releases of hazardous substances at the site, to appropriate public authorities in accordance with applicable laws. Client further agrees to indemnify ROBERTS for any claims resulting from or related to Client's failure to properly report such conditions or releases to the appropriate agencies.

(c). The requirements of all parts of this article shall apply continuously and shall not be limited to normal working hours.

XI(a). Professional fees paid to ROBERTS by Client are in exchange only for ROBERTS' services. Therefore, all reports, recommendations, drawings, specifications, boring logs, field data and notes, laboratory test data, calculations, estimates, and other documents prepared by ROBERTS are instruments of service, not products, and as such remain the property of ROBERTS.

Documents provided by Client shall remain Client's property. ROBERTS shall retain all records related to services performed for a period of five (5) years following submission of the final report, during which time they will be made available to Client for review at all reasonable times.

(b). The services, data, and opinions of ROBERTS performed for and expressed in its instruments of service are for the sole and exclusive use of Client and shall not be provided to or relied upon by any other party without ROBERTS' express written consent. Client acknowledges that the passage of time may result in significant changes in technology, regulations, and economic or site conditions that could render ROBERTS' instruments of service inaccurate or inadequate. Because ROBERTS' instruments of service are limited to the specific project, property, and dates of ROBERTS' services, neither Client nor any other party shall rely on the information, opinions, or conclusions contained in ROBERTS' instruments of service after two (2) years from their date of final issuance without ROBERTS' expressed written consent. Reliance on ROBERTS' instruments of service after such time shall be at the user's sole risk. If Client requests that ROBERTS review its instruments of service after two (2) years from their date of final issuance, ROBERTS shall be entitled to additional compensation at its most current rates or other such terms as may be agreed upon by ROBERTS and Client.

(c). Client agrees to waive any claim against ROBERTS and to defend, indemnify and hold ROBERTS harmless from any claim or liability for injury or loss allegedly arising from the Client's unauthorized use or disclosure to a third party of ROBERTS' information, opinions, or instruments of service or their use in a manner which is incorrect, inappropriate, not intended by ROBERTS, not foreseen at the time ROBERTS' services were rendered, or allegedly arising from considering ROBERTS' instruments of service as products. Such indemnification shall extend to any claim or liability for injury or loss arising from failure to follow ROBERTS' recommendations. Client further agrees to compensate ROBERTS for any time spent or expenses incurred by ROBERTS in defense of any such claim, in accordance with ROBERTS' most current fee and expense schedules and policies.

(d). In the event that ROBERTS is served a subpoena or other similar lawful request for documents or testimony directly or indirectly relating to ROBERTS' information, opinions, or instruments of service, Client agrees to compensate ROBERTS for any time spent or expenses incurred by ROBERTS in providing such documents or testimony, in accordance with ROBERTS' most current fee and expense schedules and policies.

XII. ROBERTS carries Professional liability, pollution liability, and general liability insurance, and worker's compensation insurance. Certificates of coverage will be forwarded to Client upon request. Within the limits of said insurance or the total cumulative

liability referenced in Item VII, whichever is less, ROBERTS agrees to save Client harmless from any loss, damage, injury, or liability arising directly from negligent acts and negligent omissions by ROBERTS, ROBERTS' employees, agents, subcontractors, and their employees or agents arising in connection with the performance of the work described in the proposal and/or work scope. If Client's contract or purchase order places greater responsibilities on ROBERTS or requires further insurance coverage, ROBERTS will purchase additional insurance (if reasonably procurable) at Client's expense to protect ROBERTS, but ROBERTS shall not be responsible for property damage from any cause, including but not limited to fire and explosion, beyond the amounts and coverage of ROBERTS' insurance. In addition, Client shall name ROBERTS as an additional insured in any hold-harmless agreements between Client and any contractor who may perform work in connection with any study, report, interpretations, or design prepared by ROBERTS.

XIII. Unless otherwise agreed, Client shall furnish reasonable and safe access to all areas of the site and/or its facilities and structures necessary for ROBERTS and its subcontractors to perform the work specified in the proposal. ROBERTS assumes no responsibility for not assessing structures and areas that are inaccessible, locked, or unsafe to enter.

XIV. For the purposes of safety and assessment, Client agrees to promptly advise ROBERTS of any hazardous substances or conditions known or suspected by Client, or known by Client to be alleged or rumored by others, to exist in, on, or near the project site and which may present a risk to human health or the environment. If Client fails to so advise ROBERTS or, notwithstanding, such advice, unanticipated occurrences of hazardous substances and/or conditions are discovered during the course of the work, and such discovery results in or, in ROBERTS' judgment, may result in injury or a human health risk, Client agrees to assume full responsibility and liability and shall hold ROBERTS harmless from any and all claims, demands, suits and liabilities for personal injury, disease, or medical expenses, including but not limited to continued health monitoring and/or death, property damage, and economic loss, including consequential damages, resulting directly or indirectly from ROBERTS' discovery of unanticipated hazardous substances and/or hazardous conditions. Client also acknowledges that withholding such information could affect the findings, conclusions, opinions, and recommendations of the agreed upon work scope.

XV. Client agrees to defend, hold harmless, and indemnify ROBERTS, its officers, representatives, and employees from and against any and all suits, claims, actions, losses and liabilities resulting from the following:

(a). Client's violation of any federal, state, or local statute, regulation, or ordinance, including without limitation the Resource Conservation and Recovery Act, and the Comprehensive Environmental Response,

Compensation Liability Act, and any amendments to these regulations, ordinances, and acts in effect at the time the work is performed.

(b). Client's direct or indirect undertaking of or arrangement for the treatment, storage, disposal, or transportation of any wastes or residual materials found, identified, or generated at the project site during prosecution of field activities By ROBERTS on Client's behalf.

(c). Changed conditions or waste materials introduced to the project site by the Client, Client's employees or contractors, third persons, or natural processes after the completion of ROBERTS' on-site work.

(d). Damage, including consequential damages, due to damage to private, on-site utilities not properly marked by the Client, Client's employees, or its designated agent prior to field work pertaining to soil sampling, groundwater sampling, and all other methods of subsurface exploration, testing, and/or remediation. ROBERTS or its subcontractor will notify the state or regional underground plant protection services for the region in which the site is located. Typically, these services do not mark private utilities or on private property; therefore, Client assumes all responsibility for properly locating and identifying underground utilities prior to ROBERTS or its subcontractors performing field activities.

XVI. ROBERTS will not intentionally divulge information regarding its services for Client other than to parties designated by Client, except as necessary by law. Information that is in the public domain at the time the work is performed or is provided to ROBERTS by third parties is excepted from this condition.

XVII(a). All claims, disputes and other matters in controversy between ROBERTS and Client shall be subject to non-binding mediation before and as a condition precedent to other remedies provided by law. Either party may demand mediation by serving a written notice stating the essential nature of the dispute, the amount of time or money at issue, and requiring that the matter be mediated within forty-five days of the service of notice. The mediation shall be administered by the American Arbitration Association in accordance with their most recent applicable mediation rules, or by such other person or organization as the parties may agree upon. No other action or suit may be commenced unless the mediation did not occur within forty-five (45) days after the service of notice, the mediation occurred but did not resolve the dispute, or a statute of limitations would elapse if suit was not filed prior to forty-five (45) days after service of notice.

(b). If a dispute at law arises related to the services provided under this document, then Client agrees (1) to personal jurisdiction in the State of Indiana; (2) the claim will be brought and tried in the state or federal courts located in Elkhart County, Indiana, and Client

waives the right to remove the action to any other county or jurisdiction; and (3) the prevailing party, in addition to any other remedy or compensation, shall be awarded reasonable costs incurred in litigating the claim, including staff time, court costs, attorney and expert witness fees, and other claim-related expenses.

XVIII. In the event that ROBERTS' field or technical services are interrupted by causes beyond its control, ROBERTS will request compensation for the labor, equipment, and other costs ROBERTS incurs to maintain its work force and capability for Client's benefit during the interruption. For purposes of this document, such causes include, but are not limited to, unusual weather conditions or other natural catastrophes; epidemics; war; riots; labor strikes; lockouts or other industrial disturbances; protest demonstrations; unanticipated site conditions; acts of governmental authorities; inability, despite reasonable diligence, to supply personnel, equipment, or material to the project; or any other cause beyond the reasonable control or contemplation of ROBERTS.

XIX. Neither Client nor ROBERTS shall delegate, assign, sublet, or transfer any duties, claims, or interests under this document, any accompanying work scope and/or proposal, or any breach of these terms and conditions, without the express written consent of the other. The terms and conditions contained in this document shall be binding upon ROBERTS and Client, their heirs, executors, administrators, successors, and assigns.

XX. These terms and conditions and the related work scope and/or proposal is the final and entire agreement between ROBERTS and Client and supersedes any prior written or oral agreements. These terms and conditions and accompanying work scope and/or proposal shall not be changed, modified, or amended except in writing and signed by Client and ROBERTS.

XXI. Any part of these terms and conditions later held to violate law, regulation, or policy shall be deemed void, and all remaining provisions shall continue in force. However, Client and ROBERTS shall in good faith attempt to replace any invalid or unenforceable provision with one that is valid and enforceable and which comes as close as possible to expressing the intent of the original voided provisions. All terms and conditions of this document allocating liability and responsibility between Client and ROBERTS shall survive completion of ROBERTS' services.

Attachments: 2021 Labor Fee Schedule  
2021 Equipment, Supplies, and  
External Expenses Fee Schedule

**RESOLUTION 63-2021**

**Ratify Execution of Agreement with A & Z Engineering, LLC for Survey for  
Jefferson Street Reconstruction from Main Street to Third Street**

WHEREAS the Goshen Redevelopment Commission passed Resolution 55-2021 authorizing the Redevelopment Director Becky Hutsell to negotiate and execute an agreement with A & Z Engineering, LLC for Survey for the Jefferson Street Reconstruction from Main Street to Third Street.

NOW, THEREFORE, BE IT RESOLVED that the Goshen Redevelopment Commission approves the terms and conditions of the contract with A & Z Engineering, LLC for Survey for Jefferson Street Reconstruction from Main Street to Third Street which is attached to and made part of this resolution.

BE IT FURTHER RESOLVED that the Goshen Redevelopment Commission ratifies the execution of the agreement by Becky Hutsell, Redevelopment Director on behalf of the City of Goshen and Goshen Redevelopment Commission.

PASSED and ADOPTED on October 12, 2021

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Vince Turner, President

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Andrea Johnson, Secretary

## AGREEMENT

### Survey for Jefferson Street Reconstruction From Main Street to 3<sup>rd</sup> Street

THIS AGREEMENT is entered into on \_\_\_\_\_, 2021, which is the last signature date set forth below, by and between **A & Z Engineering LLC** (“Contractor”), whose mailing address is 1220 Ruston Pass, Fort Wayne, Indiana, and **City of Goshen, Indiana**, a municipal corporation and political subdivision of the State of Indiana acting through the Goshen Board of Public Works and Safety (“City”).

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

#### **Section 1.** Contractor Duties

Contractor shall provide City the following services which shall include the provision of all labor, supplies, materials, tools, equipment, supervision, insurance and all other items necessary to prepare a topographical survey for Jefferson Street between Main Street and 3<sup>rd</sup> Street, in the City of Goshen, Indiana (hereinafter referred to as “Duties”). Contractor’s Duties under this agreement include:

##### A. TOPOGRAPHY

1. The topographical survey will be along Jefferson Street and include the intersections at Main Street and 3rd Street. The topographic information collected shall include the following information:
2. Location of buildings and accessory structures when located within the defined survey limits. Show all building fronts and doors/entrances.
3. Property addresses, when appropriate shall be labeled in model space, text height to be 1.6 for 20 scale, 3.2 for 40 scale or equivalent to .08 in paper space.
4. Right-of-way as determined from the record information and identified property corners (i.e. iron pipes, iron pins, etc.).
5. All utilities (i.e. gas, water, sewer, electric, cable telephone, fiber optic, etc.), which includes all utility markers, valves, manholes, catch basins, hydrants, culverts, and cleanouts through the specified corridor. Specify material type of structures and pipes.
6. Label all existing surface types with ‘Ex.’, for example Ex. Concrete Sidewalk, (i.e. gravel, concrete, grass, asphalt, brick, and pavers)
7. All pavements, which include pavement markings, centerline markings, edge of pavement, curbs, sidewalks, service walks, retaining walls and driveways.
8. All landscaping, which includes trees and their diameters, landscape areas, bushes, shrubs, and other decorative amenities.
9. Surface utility information, which includes, but may not be limited to, septic tank lids, sewer cleanouts, pedestals, utility poles with notes regarding underground power drops, and utility reference/warning posts.
10. The rim, inverts, and bottom of structure for sewer structures, utility manholes, and vaults.

11. Structure number that are same as the survey point shall be labeled on the drawing in AutoCAD as part of the labeling of the rim, inverts, size, material of pipes inside of the structure, diameter of the inside of the structure.
12. Measure downs to top of water valve nuts.
13. Gather information 100' in each direction along Main Street and 3rd Street.
14. Elevations at door sill and sidewalk at doors including ramps.
15. Electrical conduits, fiber conduits, traffic conduits & loops and irrigation systems.
16. Gather an appropriate number of elevations along buildings to design proper ADA access and drainage.

**B. VERTICAL CONTROL AND DOCUMENTATION**

1. Tie survey to established benchmarks. No assumed benchmarks.
2. Bench marks are to be located at each end of Jefferson Street. When bench marks are established on utility poles, the line number and pole number shall be provided as accessory information. Copies of the bench loop field notes are to be provided as part of the deliverables.
3. Utility elevations for all manholes, catch basins, inlets and pipes including rim, invert, sump, bottom of structures, and material of pipes shall be provided. Pipe elevations taken on angle measure downs shall be angle corrected. Depth of water main from valve nut. Copies of the utility survey notes are to be provided as part of the deliverables.
4. Roadway elevations shall consist of centerline, edge of pavement, gutters, top of curbs, sidewalks, service walks, drive approaches and retaining walls. Cross section spacing no greater than 15'.

**C. HORIZONTAL CONTROL AND DOCUMENTATION**

1. A centerline with bearing and distance information shall be established from the right-of-way. Field control shall be established for defined centerline for the start of survey, PC, PT, and end of survey. Copies of the horizontal control field notes shall be provided as part of the deliverables.
2. Temporary Control points shall be established with 1/2" rebar and cap.
3. Horizontal control shall be witness tied.

**D. COORDINATE SYSTEM**

1. NAD 1983 State Plane Indiana East FIPS 1301 (US Feet).

**E. RIGHT-OF-ENTRY**

1. Surveyor shall be responsible for acquiring right-of-entries.

**F. INCORPORATION OF REFERENCE INFORMATION**

1. The City will provide available sewer lateral and water service cards (water and sewer card) for each customer inside the survey area.
2. This information shall be included as part of the final survey drawing.

- G. DELIVERABLES Contractor shall provide to the City the following:
1. Survey field notes.
  2. Utilities survey field notes (measure downs on sewer structures with structure number that are the same point number from the survey, shall include rim, invert, material, and size of any pipe inside the structure, along with the bottom elevation of the structure).
  3. Electronic processed .txt file from survey (points).
  4. Copies of the private utility markups.
  5. Copy of bench loop notes.
  6. Copy of horizontal control.
  7. Copy of any deeds, plats, and easements.
  8. The completed survey may be emailed to jasonhoffman@goshencity.com or downloaded to the City's ftp site (directions provided upon request) in AutoCAD Civil 3D, but not to exceed AutoCAD Civil 3D 2019. Reduced information shall be scaled for a 20 scale drawing. No custom line types.
  9. One hard copy.
  10. A copy of the consultants AutoCAD \*.ctb file to allow the City to reproduce plotted line weights.
  11. Legend for the consultant's line types and symbols.
  12. TIN file with generated contours and labels..

**Section 2. Effective Date; Term**

- A. The agreement shall become effective on the day of execution and approval by both parties.
- B. Contractor shall complete all Duties and deliver Topographical Survey and AutoCAD Drawing within 30 calendar days of the date of the notice to proceed.

**Section 3. Compensation**

City agrees to compensate Contractor the sum of \$4,500.00 for performing all Duties.

**Section 4. Payment**

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

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

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



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

**Section 5. Ownership of Documents**

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

**Section 6. Licensing/Certification Standards**

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

**Section 7. Independent Contractor**

A. Contractor shall operate as a separate entity and independent contractor of the City of Goshen. Any employees, agents or subcontractors of Contractor shall be under the sole and exclusive direction and control of Contractor and shall not be considered employees, agents or subcontractors of City. City shall not be responsible for injury, including death, to any persons or damages to any property arising out of the acts or omissions of Contractor and/or Contractor's employees, agents or subcontractors.

B. Contractor understands that City will not carry worker's compensation or any other insurance on Contractor and/or Contractor's employees or subcontractors.

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

**Section 8. Non-Discrimination**

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

**Section 9. Employment Eligibility Verification**

A. Contractor shall enroll in and verify the work eligibility status of all Contractor's newly hired employees through the E-Verify program as defined in Indiana Code § 22-5-1.7-3. Contractor is not required to participate in the E-Verify program should the program cease to exist. Contractor is not required to participate in the E-Verify program if Contractor is self-employed and does not employ any employees.

B. Contractor shall not knowingly employ or contract with an unauthorized alien, and contractor shall not retain an employee or continue to contract with a person that the Contractor subsequently learns is an unauthorized alien.

C. Contractor shall require their subcontractors, who perform work under this contract, to certify to the Contractor that the subcontractor does not knowingly employ or contract with an unauthorized

alien and that the subcontractor has enrolled and is participating in the E-Verify program. Contractor agrees to maintain this certification throughout the duration of the term of a contract with a subcontractor.

D. City may terminate the contract if Contractor fails to cure a breach of this provision no later than thirty (30) days after being notified by City of a breach.

### **Section 10. Contracting with Relatives**

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

### **Section 11. No Investment Activities in Iran**

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

### **Section 12. Indemnification**

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

### **Section 13. Insurance**

A. Prior to commencing work, the Contractor shall furnish City a certificate of insurance in accordance with the following minimum requirements, shall maintain the insurance in full force and effect, and shall keep on deposit at all times during the term of the contract with City the certificates of proof issued by the insurance carrier that such insurance is in full force and effect. Contractor shall specifically include coverage for the City of Goshen as an additional insured for Employer's Liability, General Liability and Automobile Liability.

B. Each certificate shall require that written notice be given to the City at least thirty (30) days prior to the cancellation or a material change in the policy.

C. Contractor shall at least include the following types of insurance with the following minimum limits of liability:

1. Workers Compensation and Employer's Liability - Statutory Limits
2. General Liability - Combined Bodily Injury and Property Damage, \$1,000,000 each occurrence and aggregate
3. Automobile Liability - Combined Bodily Injury and Property Damage, \$1,000,000 each occurrence and aggregate
4. Professional Liability - Combined Bodily Injury and Property Damage, \$1,000,000 each occurrence and aggregate
5. Excess Umbrella Coverage - \$1,000,000 each occurrence

#### **Section 14. Force Majeure**

A. Except for payment of sums due, neither party shall be liable to the other or deemed in default under this contract if and to the extent that such party's performance under this contract is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the party and could not have been avoided by exercising reasonable diligence. Examples of force majeure are natural disasters or decrees of governmental bodies not the fault of the affected party.

B. If either party is delayed by force majeure, the party affected shall provide written notice to the other party immediately. The notice shall provide evidence of the force majeure event to the satisfaction of the other party. The party shall do everything possible to resume performance. If the period of non-performance exceeds thirty (30) calendar days, the party whose ability to perform has not been affected may, by giving written notice, terminate the contract and the other party shall have no recourse.

#### **Section 15. Default**

A. If Contractor fails to perform the services or comply with the provisions of this agreement, then Contractor may be considered in default.

B. It shall be mutually agreed that if Contractor fails to perform the services or comply with the provisions of this contract, City may issue a written notice of default and provide a period of time that shall not be less than fifteen (15) days in which Contractor shall have the opportunity to cure. If the default is not cured within the time period allowed, the contract may be terminated by the City. In the event of default and failure to satisfactorily remedy the default after receipt of written notice, the City may otherwise secure similar services in any manner deemed proper by the City, and Contractor shall be liable to the City for any excess costs incurred

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

1. There is a substantive breach by Contractor of any obligation or duty owed under the provisions of this contract.
2. Contractor is adjudged bankrupt or makes an assignment for the benefit of creditors.
3. Contractor becomes insolvent or in an unsound financial condition so as to endanger performance under the contract.
4. Contractor becomes the subject of any proceeding under law relating to bankruptcy, insolvency or reorganization, or relief from creditors and/or debtors.
5. A receiver, trustee, or similar official is appointed for Contractor or any of Contractor's property.
6. Contractor is determined to be in violation of federal, state, or local laws or regulations and that such determination renders Contractor unable to perform the services described under these Specification Documents.
7. The contract or any right, monies or claims are assigned by Contractor without the consent of the City.

#### **Section 16. Termination**

A. The agreement may be terminated in whole or in part, at any time, by mutual written consent of both parties. Contractor shall be paid for all services performed and expenses reasonably incurred prior to notice of termination.

B. City may terminate this agreement, in whole or in part, in the event of default by Contractor.

C. The rights and remedies of the parties under this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this agreement.

**Section 17. Notice**

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

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

Contractor: A & Z Engineering LLC  
1220 Ruston Pass  
Fort Wayne, IN 46825

**Section 18. Subcontracting or Assignment**

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

**Section 19. Amendments**

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

**Section 20. Waiver of Rights**

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

**Section 21. Applicable Laws**

A. Contractor agrees to comply with all applicable federal, state, and local laws, rules, regulations, or ordinances. All contractual provisions legally required to be included are incorporated by reference.

B. Contractor agrees to obtain and maintain all required permits, licenses, registrations, and approvals, and shall comply with all health, safety, and environmental rules or regulations in the performance of the services. Failure to do so maybe deemed a material breach of agreement.

**Section 22. Miscellaneous**

A. Any provision of this agreement shall be interpreted in such a way that they are consistent with all provisions required by law to be inserted into the agreement. In the event of a conflict between this Agreement and applicable laws, rules, regulations or ordinances, the most stringent or legally binding requirement shall govern.

B. This agreement shall be construed in accordance with and governed by the laws of the State of Indiana and any suit must be brought in a court of competent jurisdiction in Elkhart County, Indiana.

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

**Section 23. Severability**

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

**Section 24. Binding Effect**

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

**Section 25. Entire Agreement**

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

**Section 26. Authority to Bind Contractor**

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

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

*[Signatures on following page]*

**City of Goshen, Indiana**  
Goshen Redevelopment Commission

**A&Z Engineering , LLC**

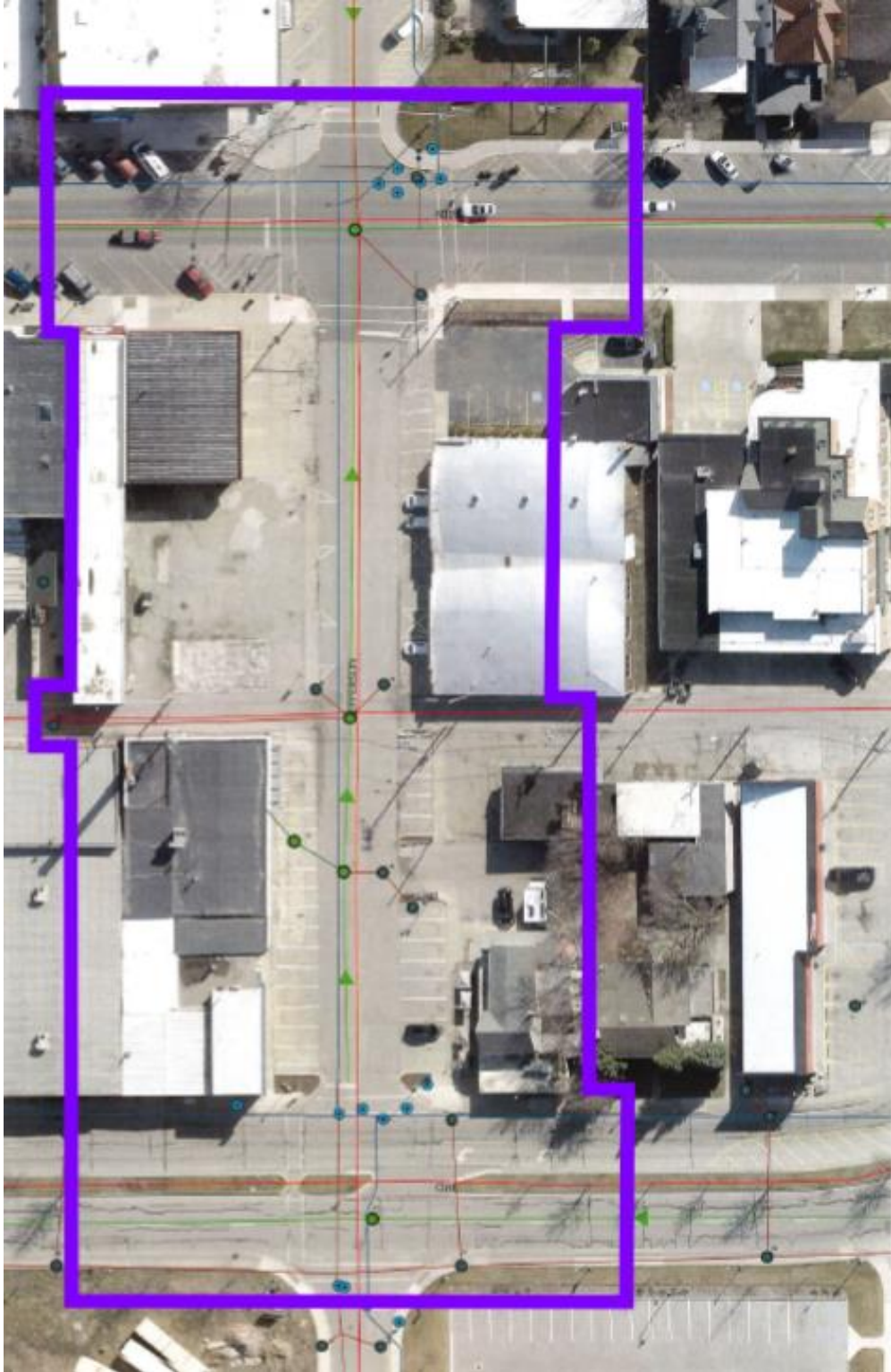
\_\_\_\_\_  
Becky Hutsell, Director of Redevelopment

Date Signed: \_\_\_\_\_

\_\_\_\_\_  
Printed: \_\_\_\_\_

Title: \_\_\_\_\_

Date Signed: \_\_\_\_\_



**RESOLUTION 64-2021**

**Ratify Execution of Agreement with A & Z Engineering, LLC for Public Infrastructure for the Elkhart County Court Consolidation**

WHEREAS the Goshen Redevelopment Commission passed Resolution 54-2021 authorizing the Redevelopment Director Becky Hutsell to negotiate and execute an agreement with A & Z Engineering, LLC for Public Infrastructure for the Elkhart County Court Consolidation.

NOW, THEREFORE, BE IT RESOLVED that the Goshen Redevelopment Commission approves the terms and conditions of the contract with A & Z Engineering, LLC for Public Infrastructure for the Elkhart County Court Consolidation which is attached to and made part of this resolution.

BE IT FURTHER RESOLVED that the Goshen Redevelopment Commission ratifies the execution of the agreement by Becky Hutsell, Redevelopment Director on behalf of the City of Goshen and Goshen Redevelopment Commission.

PASSED and ADOPTED on October 12, 2021

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Vince Turner, President

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Andrea Johnson, Secretary



**AGREEMENT**  
**Elkhart County Courts Consolidation**  
**Public Infrastructure Improvements**

THIS AGREEMENT is entered into on \_\_\_\_\_, 2021, which is the last signature date set forth below, by and between **A & Z Engineering LLC** (“Contractor”), whose mailing address is 1220 Ruston Pass, Fort Wayne, Indiana, and **City of Goshen, Indiana**, a municipal corporation and political subdivision of the State of Indiana acting through the Goshen Redevelopment Commission (“City”).

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

**Section 1. Contractor Duties**

Contractor shall provide City the following services which shall include the provision of all labor, supplies, materials, tools, equipment, supervision, insurance and all other items necessary for professional design services for improvements to the public infrastructure necessary to accommodate the proposed site of the Elkhart County consolidated courthouse (hereinafter referred to as “Duties”). Contractor’s Duties under this agreement include:

- A. Survey
  - 1. Topography
    - a. Location of buildings and structures located within the survey limits;
    - b. Right-of-way and property corners as determined by the record information;
    - c. All utilities including utility markers, valves, manholes, catch basins, hydrants, culverts, and cleanouts;
    - d. All surface labels;
    - e. All pavements, which include pavement markings, centerline markings, edge of pavement, curbs, sidewalks, service walks, retaining walls and driveways;
    - f. All landscaping, which includes trees and their diameters, landscape areas, bushes, shrubs, and other decorative amenities;
    - g. Surface utility information, which includes, but may not be limited to, septic tank lids, sewer cleanouts, pedestals, utility poles with notes regarding underground power drops, and utility reference/warning posts; and
    - h. The rim, inverts, and bottom of sewer structures, utility manholes, and vaults.
  - 2. Vertical/Horizontal Control and Documentation
    - a. Horizontal control shall be local and shall be witness tied
    - b. Vertical Datum shall be NAVD 88
  - 3. Surveyor shall provide copies of all survey field notes

4. Surveyor shall be responsible for acquiring right-of-entries and notifications of pending survey work
  5. The City will provide available utility information that should be incorporated into the final survey drawing
- B. Geotechnical investigation
1. Minimum of 15 borings distributed approximately 250' feet apart within the project limits along Peddlers Village Road and Reliance Road and within the limits of proposed basins
  2. Boring locations shall be confirmed by City staff; Additional locations may be requested
  3. Borings shall utilize continuous sampling to minimum depth of 15'
  4. A City representative shall be on-site for each boring
  5. Traffic Control in accordance with Indiana MUTCD shall be provided for the boring operations
  6. The report shall be sealed by a licensed professional engineer, present findings of the subsurface exploration, and include recommendations for subsurface stabilization recommendations, if necessary, pavement cross-sections and utility construction
  7. The City has already performed pavement cores within the construction corridor
- C. Preliminary study and alternatives report
1. The preliminary study and alternatives report serves to provide comprehensive consideration of reasonable improvement options and should include, but not be limited to, the following items:
    - a. Collect additional relevant background information;
    - b. Procure essential project data in addition to the geotechnical investigation (e.g., traffic projections, construction traffic load requirements, hydraulics);
    - c. Establish fundamental design criteria – particular consideration should be given to long-term maintenance requirements;
    - d. Identify and assess alternatives based on design criteria and total project costs;
    - e. Provide viable alternatives and identify optimal alternative for design; and
    - f. Evaluate the risk and viability of the project.
- D. All necessary permitting
1. The Consultant is responsible for all necessary construction permits including the Rule 5 submission. The Consultant shall ensure the conditions of each permit are consistent with the plans, specifications and cost estimate and shall submit copies of all permits with the final bid document

E. Roadway/corridor design plans in accordance with the City of Goshen/INDOT/AASHTO requirements, including:

1. Design documents and specifications for all proposed improvements;
2. Drainage design and calculations, including site drainage for adjacent developments affected by the proposed improvements;
3. Water/sewer design and details;
4. Design and plans for erosion control;
5. Design and plans for traffic control;
6. Design and plans for roadway lighting;
7. Utility coordination and relocation plans;
8. Design calculations; and
9. Quantity calculations and cost estimates.
10. Submittals of plans and estimates will be required at 60% and 90% of design, in addition to the final design and bidding documents.

F. Specifications are to be incorporated into the City's standard bidding process, including the standard specification documents

G. Bidding/Quoting

1. Bid documents including the project specifications and design plans shall be assembled into a single PDF for submission. The final bid document will be uploaded to the City of Goshen's bidding portal.
2. If additional information is required from the Consultant during the bidding process, other than clarification of the design/specifications, this task will be charged on a Time & Material basis based on the information provided in the proposal. Consultant shall respond within eight (8) hours of receiving any request for information. Responses shall be reviewed by the City of Goshen and will then be uploaded to the City's bidding portal.

H. Right-of-Way Engineering

1. Location Control Route Survey Plat
2. Legal Descriptions
3. Parcel Plats
4. Right of Way staking.

**Section 2. Effective Date; Term**

A. The agreement shall become effective on the day of execution and approval by both parties.

B. Contractor shall complete all Duties according to the following schedule:

1. 60% of Plans and Estimates on or before March 11, 2022
2. 90% of Plans and Estimates on or before May 13, 2022

3. All permits, Final Plans, and Bid Documents on or before June 30, 2022.

**Section 3. Compensation**

City agrees to compensate Contractor the sum of \$395,995.00 for performing all Duties, according to the charges attached hereto as Exhibit A.

**Section 4. Payment**

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

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

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

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

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

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

**Section 7. Independent Contractor**

A. Contractor shall operate as a separate entity and independent contractor of the City of Goshen. Any employees, agents or subcontractors of Contractor shall be under the sole and exclusive direction and control of Contractor and shall not be considered employees, agents or subcontractors of City. City shall not be responsible for injury, including death, to any persons or damages to any property arising out of the acts or omissions of Contractor and/or Contractor's employees, agents or subcontractors.

B. Contractor understands that City will not carry worker's compensation or any other insurance on Contractor and/or Contractor's employees or subcontractors.

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

**Section 8. Non-Discrimination**

Contractor agrees to comply with all federal and Indiana civil rights laws, including, but not limited to Indiana Code 22-9-1-10. Contractor or any subcontractors, or any other person acting on behalf of

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

### **Section 9. Employment Eligibility Verification**

A. Contractor shall enroll in and verify the work eligibility status of all Contractor's newly hired employees through the E-Verify program as defined in Indiana Code § 22-5-1.7-3. Contractor is not required to participate in the E-Verify program should the program cease to exist. Contractor is not required to participate in the E-Verify program if Contractor is self-employed and does not employ any employees.

B. Contractor shall not knowingly employ or contract with an unauthorized alien, and contractor shall not retain an employee or continue to contract with a person that the Contractor subsequently learns is an unauthorized alien.

C. Contractor shall require their subcontractors, who perform work under this contract, to certify to the Contractor that the subcontractor does not knowingly employ or contract with an unauthorized alien and that the subcontractor has enrolled and is participating in the E-Verify program. Contractor agrees to maintain this certification throughout the duration of the term of a contract with a subcontractor.

D. City may terminate the contract if Contractor fails to cure a breach of this provision no later than thirty (30) days after being notified by City of a breach.

### **Section 10. Contracting with Relatives**

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

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

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

### **Section 13. Insurance**

A. Prior to commencing work, the Contractor shall furnish City a certificate of insurance in accordance with the following minimum requirements, shall maintain the insurance in full force and effect, and shall keep on deposit at all times during the term of the contract with City the certificates of proof issued by the insurance carrier that such insurance is in full force and effect. Contractor shall specifically

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

B. Each certificate shall require that written notice be given to the City at least thirty (30) days prior to the cancellation or a material change in the policy.

C. Contractor shall at least include the following types of insurance with the following minimum limits of liability:

1. Workers Compensation and Employer's Liability - Statutory Limits
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4. Professional Liability - Combined Bodily Injury and Property Damage, \$1,000,000 each occurrence and aggregate
5. Excess Umbrella Coverage - \$1,000,000 each occurrence

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A. Except for payment of sums due, neither party shall be liable to the other or deemed in default under this contract if and to the extent that such party's performance under this contract is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the party and could not have been avoided by exercising reasonable diligence. Examples of force majeure are natural disasters or decrees of governmental bodies not the fault of the affected party.

B. If either party is delayed by force majeure, the party affected shall provide written notice to the other party immediately. The notice shall provide evidence of the force majeure event to the satisfaction of the other party. The party shall do everything possible to resume performance. If the period of non-performance exceeds thirty (30) calendar days, the party whose ability to perform has not been affected may, by giving written notice, terminate the contract and the other party shall have no recourse.

#### **Section 15. Default**

A. If Contractor fails to perform the services or comply with the provisions of this agreement, then Contractor may be considered in default.

B. It shall be mutually agreed that if Contractor fails to perform the services or comply with the provisions of this contract, City may issue a written notice of default and provide a period of time that shall not be less than fifteen (15) days in which Contractor shall have the opportunity to cure. If the default is not cured within the time period allowed, the contract may be terminated by the City. In the event of default and failure to satisfactorily remedy the default after receipt of written notice, the City may otherwise secure similar services in any manner deemed proper by the City, and Contractor shall be liable to the City for any excess costs incurred

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

1. There is a substantive breach by Contractor of any obligation or duty owed under the provisions of this contract.
2. Contractor is adjudged bankrupt or makes an assignment for the benefit of creditors.

3. Contractor becomes insolvent or in an unsound financial condition so as to endanger performance under the contract.
4. Contractor becomes the subject of any proceeding under law relating to bankruptcy, insolvency or reorganization, or relief from creditors and/or debtors.
5. A receiver, trustee, or similar official is appointed for Contractor or any of Contractor's property.
6. Contractor is determined to be in violation of federal, state, or local laws or regulations and that such determination renders Contractor unable to perform the services described under these Specification Documents.
7. The contract or any right, monies or claims are assigned by Contractor without the consent of the City.

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A. The agreement may be terminated in whole or in part, at any time, by mutual written consent of both parties. Contractor shall be paid for all services performed and expenses reasonably incurred prior to notice of termination.

B. City may terminate this agreement, in whole or in part, in the event of default by Contractor.

C. The rights and remedies of the parties under this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this agreement.

**Section 17. Notice**

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

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

Contractor: A & Z Engineering LLC  
1220 Ruston Pass  
Fort Wayne, IN 46825

**Section 18. Subcontracting or Assignment**

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

**Section 19. Amendments**

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

**Section 20. Waiver of Rights**

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

**Section 21. Applicable Laws**

A. Contractor agrees to comply with all applicable federal, state, and local laws, rules, regulations, or ordinances. All contractual provisions legally required to be included are incorporated by reference.

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

**Section 22. Miscellaneous**

A. Any provision of this agreement shall be interpreted in such a way that they are consistent with all provisions required by law to be inserted into the agreement. In the event of a conflict between this Agreement and applicable laws, rules, regulations or ordinances, the most stringent or legally binding requirement shall govern.

B. This agreement shall be construed in accordance with and governed by the laws of the State of Indiana and any suit must be brought in a court of competent jurisdiction in Elkhart County, Indiana.

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

**Section 23. Severability**

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

**Section 24. Binding Effect**

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

**Section 25. Entire Agreement**

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

**Section 26. Authority to Bind Contractor**

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

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



**City of Goshen, Indiana**  
Redevelopment Commission

**A & Z Engineering LLC**

By \_\_\_\_\_  
Printed:

By: \_\_\_\_\_  
Printed:

Its: \_\_\_\_\_

Its: \_\_\_\_\_

Date Signed: \_\_\_\_\_

Date Signed: \_\_\_\_\_

**Exhibit A**

	<b>Description</b>	<b>Amount</b>
<b>DESIGN ENGINEERING</b>		
A	Project Management	\$7,540
B	Preliminary Engineering Study	\$26,990
C	Topographic Survey	\$24,000
D	Roadway Design and Plans including Signing and Pavement Markings	\$195,450
H	Pavement Analysis/Design	\$12,192
I	Utility Coordination	\$8,950
J	Geotechnical Investigation and Report (20 Borings)	\$46,443
K	Traffic Signal Design	\$11,350
L	Lighting Design	\$6,020
M	IDEM Rule 5 Permit, Erosion Control Report, Plans, and NOI Letter	\$6,460
N	INDOT Permit	\$4,460
Q	Pre-Bid and Bid Phase Services	\$4,670
R	Reimbursable (Permit Fees, Publication costs, Copies, Mileage,etc.)	\$1,000
<b>DESIGN ENGINEERING SERVICES SUBTOTAL</b>		<b>\$355,525</b>
<b>RIGHT OF WAY ENGINEERING</b>		
S	Location Control Route Survey Plat	\$6,470
Y	Legal Descriptions (10 @ \$1,500.00 EA)	\$15,000
Z	Parcel Plats (10 @ \$1,500.00 EA)	\$15,000
AB	R/W Staking (10 @ \$400.00 EA)	\$4,000
<b>RIGHT OF WAY ENGINEERING SERVICES SUBTOTAL</b>		<b>\$40,470</b>
<b>TOTAL</b>		<b>\$395,995</b>

## RESOLUTION 65-2021

### Authorizing Preapproved Payments for Certain Expenses

WHEREAS it is sometimes necessary to pay an invoice or bill for certain expenses prior to receiving the approval of the board having jurisdiction over the allowance of the payment of the claim.

WHEREAS Indiana Code § 36-4-8-14 permits a legislative body to adopt an ordinance to authorize the fiscal officer to make claim payments in advance of board allowance for certain general categories of types of expenses.

WHEREAS Indiana Code § 36-4-8-14 further requires the board having jurisdiction over the allowance of the claim payments to approve in writing the general categories of types of expenses that the fiscal officer is authorized to make prior to the board's allowance.

WHEREAS the Goshen Common Council passed Ordinance 5095, Authorizing Preapproved Payments for Certain Expenses.

NOW, THEREFORE, BE IT RESOLVED that, pursuant to Ordinance 5095 and Indiana Code § 36-4-8-14, the Goshen Redevelopment Commission authorizes the fiscal officer to pay claims, as invoices or bills for the expenses are received prior to allowance by the Redevelopment Commission, for the following general categories of types of expenses:

- (1) Property or services purchased or leased from the United States government, its agencies, or its political subdivisions.
- (2) License or permit fees.
- (3) Insurance premiums.
- (4) Utility payments or utility connection charges.
- (5) General grant programs where advance funding is not prohibited and the contracting party posts sufficient security to cover the amount advanced.
- (6) Grants of state funds authorized by statute.
- (7) Maintenance or service agreements.
- (8) Leases or rental agreements.
- (9) Bond or coupon payments.
- (10) Payroll.
- (11) State, federal, or county taxes.
- (12) Expenses that must be paid because of emergency circumstances.

- (13) Real estate purchase or sale expenses in accordance with a previously approved agreement.
- (14) Security deposit refunds in accordance with a previously approved agreement.
- (15) Surety releases in accordance with a previously approved agreement.
- (16) Credit card payments, but only when prior board approval cannot be obtained so as to avoid payment of interest charges and late fees.

BE IT FURTHER RESOLVED THAT the Redevelopment Commission shall review and allow the claim at its next regular or special meeting following the preapproved payment of the expense.

PASSED by the Goshen Redevelopment Commission on \_\_\_\_\_, 2021.

\_\_\_\_\_  
President

\_\_\_\_\_  
Secretary

**RESOLUTION 66-2021**

**Award Contract and Authorize Issuance of Purchase Order  
to Geveko Markings, Inc. for Decorative Crosswalk Materials**

WHEREAS in July 2020, the Goshen Engineering Department requested approval from the Redevelopment Commission to use \$55,000 to purchase thermoplastic brick pattern sheets for downtown crosswalks.

WHEREAS the City solicited quotes for the purchase of preformed thermoplastic decorative crosswalk materials in accordance with Indiana Code § 5-22-8-3.

WHEREAS the materials will be installed by the Goshen Street Department in the central business district next Spring.

WHEREAS in September 2021, two proposals were received for the materials, and Geveko Markings, Inc.'s proposal was the lowest.

NOW, THEREFORE, BE IT RESOLVED that the Goshen Redevelopment Commission:

- (1) Awards the contract for the for the purchase of decorative crosswalk materials to Geveko Markings, Inc. as the lowest responsible and responsive offeror.
- (2) Authorizes the issuance of a purchase order to Geveko Markings, Inc. for the purchase of decorative crosswalk materials for a cost of \$41,635.

PASSED by the Goshen Redevelopment Commission on October 12, 2021.

\_\_\_\_\_  
President

\_\_\_\_\_  
Secretary



**Department of Community Development  
CITY OF GOSHEN**

204 East Jefferson Street, Suite 6 • Goshen, IN 46528-3405

Phone (574) 537-3824 • Fax (574) 533-8626

[communitydevelop@goshencity.com](mailto:communitydevelop@goshencity.com) • [www.goshenindiana.org](http://www.goshenindiana.org)

## **Memo**

**To:               Redevelopment Commission**

**From:           Tracee Norton**

**Subject:        Renumbering of Resolution 52-2021**

**Date:            October 12, 2021**

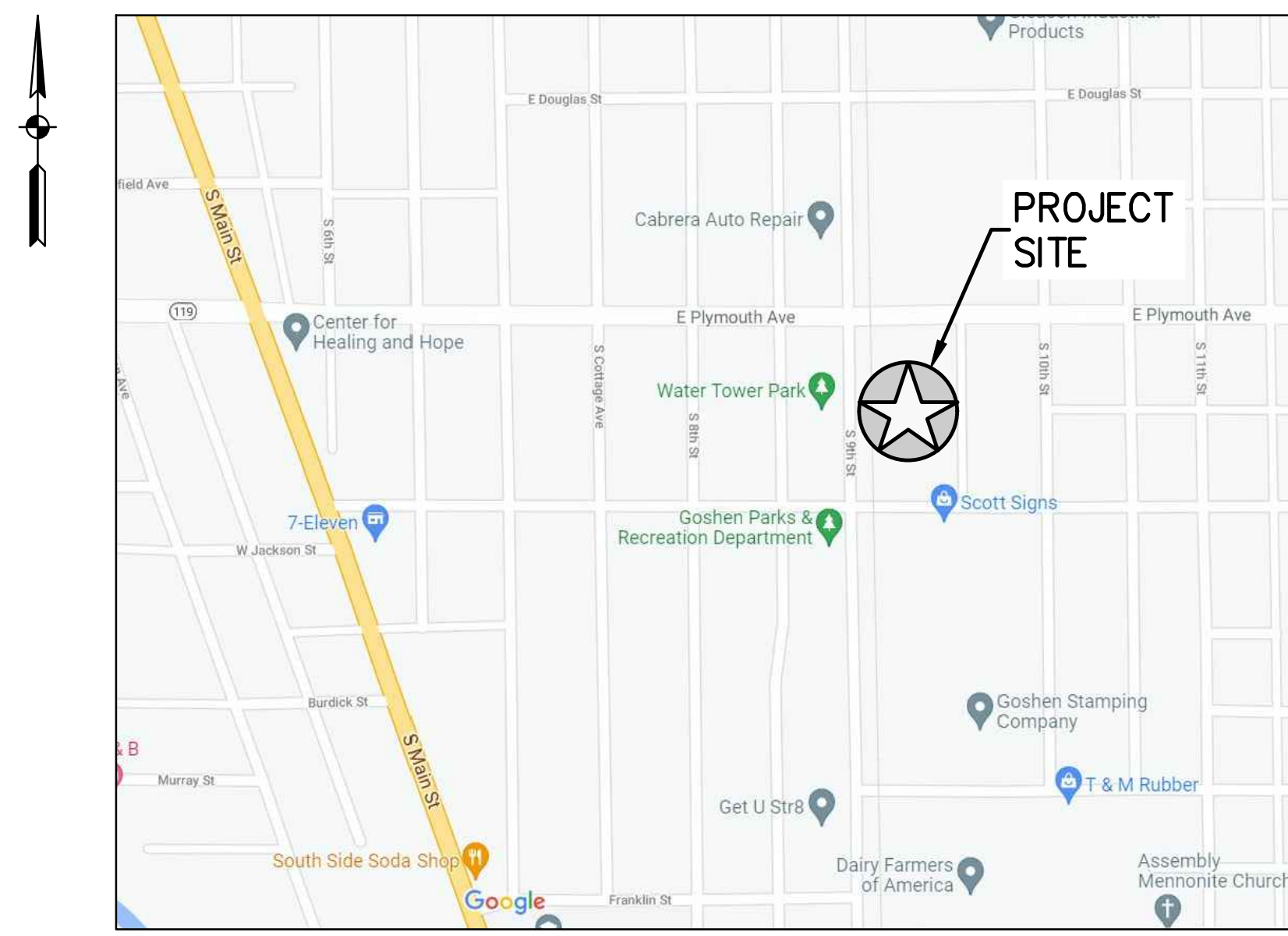
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In August 2021, the Commission approved Resolution 52-2021 – Acquisition of Real Estate at 113 West Jefferson Street. That same resolution number was mistakenly used again in September for the Declaratory Resolution to Amend the Boundaries of the Lippert/Dierdorff Economic Development Area and Establish the Boundaries and Economic Development Plan of the College Avenue Economic Development Area.

Requesting Commission’s approval to renumber Resolution 52-2021 - Acquisition of Real Estate at 113 West Jefferson Street to Resolution 61-2021.

# FINAL SITE PLANS FOR: PARKS DEPARTMENT MAINTENANCE BUILDING

BETWEEN PLYMOUTH AVE. & JACKSON ST., ADJACENT TO EAST SIDE OF RAILROAD, GOSHEN, IN 46526  
PART OF THE NW 1/4 OF SECTION 15, TOWNSHIP 36 NORTH, RANGE 6 EAST, ELKHART TOWNSHIP, CITY OF GOSHEN, ELKHART COUNTY, INDIANA



**PROJECT SITE VICINITY MAP**  
(NOT TO SCALE)

SOURCE: GOOGLE MAPS



**FEMA FLOOD INSURANCE RATE MAP (FIRM)**  
(NOT TO SCALE)

PANEL 18039C0254D  
DATED AUGUST 2, 2011

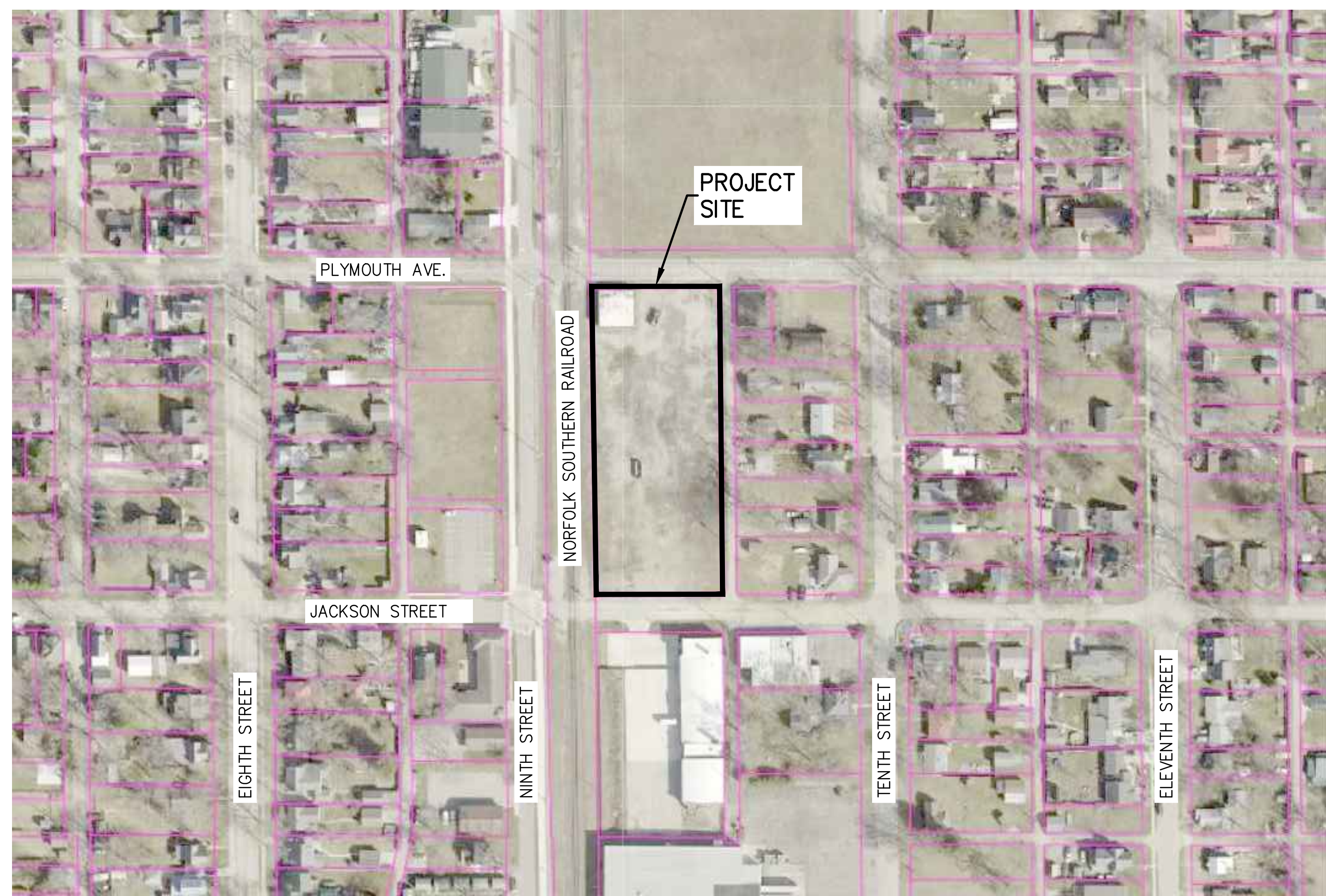
UTILITY CONTACTS	
<b>GAS/ELECTRIC</b> NIPSCO 300 EAST KERCHER ROAD GOSHEN, IN 46526	CONTACT: (574) 535-0264
<b>TELECOMMUNICATIONS</b> FRONTIER COMMUNICATIONS 24373 COUNTY ROAD 45 ELKHART, IN 46516	CONTACT: (574) 875-3789
<b>TELECOMMUNICATIONS</b> NEW PARIS TELEPHONE 19066 COUNTY ROAD 46 NEW PARIS, IN 46553	CONTACT: (574) 831-2176
<b>GOSHEN WATER AND SEWER</b> CITY OF GOSHEN UTILITIES 308 NORTH 5TH STREET GOSHEN, IN 46526	CONTACT: (574) 534-5306 EMERGENCY AFTER HOURS: (574) 238-0723
<b>GOSHEN FIRE DEPARTMENT</b> COLLEGE AVENUE STATION 1203 COLLEGE AVENUE GOSHEN, IN 46526	CONTACT: (574) 533-1441
<b>CABLE TV</b> COMCAST CABLE 4045 EDISON LAKES PARKWAY MISHAWAKA, IN 46545	CONTACT: (574) 252-2562

**UTILITY INFORMATION**

UTILITY LOCATIONS ARE TAKEN FROM SUBSTANTIAL ABOVE GROUND EVIDENCE AND APPROXIMATED FROM RECORD AS-BUILTS MADE AVAILABLE (INCLUDING, BUT NOT LIMITED TO, MANHOLES, HYDRANTS, VALVES, UTILITY PEDESTALS AND BOXES, AND MARKS/FLAGS SET ON THE GROUND SURFACE BY OTHERS). PIPE INVERTS HAVE BEEN MEASURED WITH AS MUCH ACCURACY AS CAN BE ACHIEVED WITHOUT CONFINED SPACE ENTRY. CAUTION: THERE MAY BE OTHER UTILITIES EXISTING BELOW GROUND THAT WERE NOT MARKED BY OTHERS NOR HAVE VISIBLE ABOVE GROUND EVIDENCE. CONTRACTOR IS RESPONSIBLE FOR FIELD VERIFYING LOCATIONS AND DEPTHS OF ALL UTILITIES AND PIPING AS NECESSARY PRIOR TO ANY AND ALL CONSTRUCTION. CONTACT ENGINEER IF ANY DISCREPANCIES DISCOVERED.

**811** Know what's below.  
Call before you dig.

CALL 811 OR (800) 382-5544  
24 HOURS A DAY, SEVEN DAYS A WEEK



**LOCATION MAP - AERIAL IMAGE**  
(NOT TO SCALE)

SOURCE: ELKHART COUNTY GIS

**SHEET INDEX**

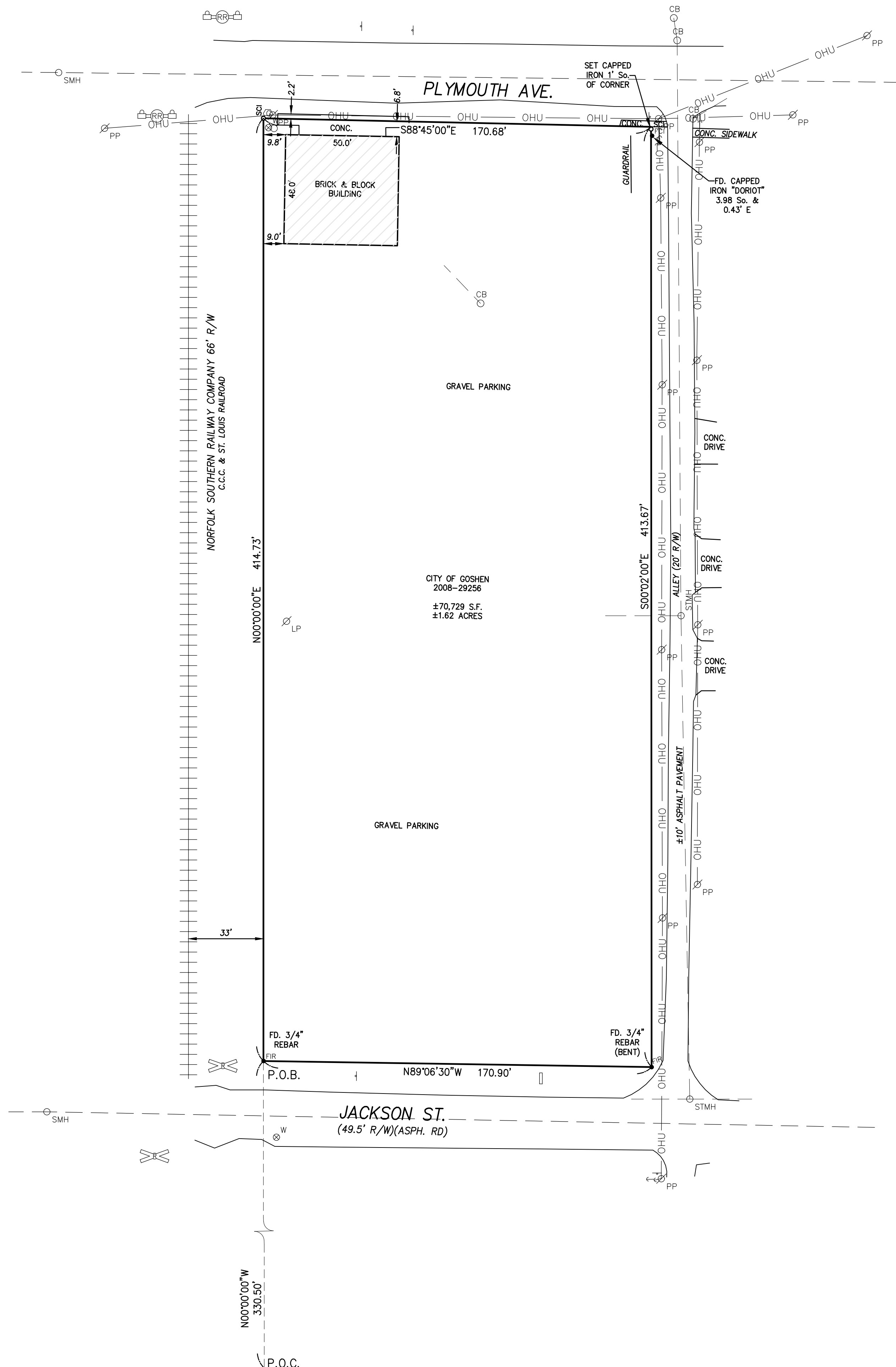
C0.0	COVER SHEET
C0.1	RULE 12 RETRACEMENT SURVEY
C0.2	TOPOGRAPHIC SURVEY
C1.0	SITE DEVELOPMENT PLAN
C1.1	TRUCK MANEUVERING PLAN
C2.0	DRAINAGE AND UTILITY PLAN CONCEPT
A1	BUILDING LOCATION PLAN - OPTION A
A1.1	BUILDING FLOOR PLAN - OPTION A
A2	BUILDING LOCATION PLAN - OPTION B
A2.1	BUILDING FLOOR PLAN - OPTION B
SV-1	STREET VIEW - PLYMOUTH AVENUE
SV-2	STREET VIEW - JACKSON STREET

**OWNER / DEVELOPER**  
CITY OF GOSHEN  
204 EAST JEFFERSON STREET, SUITE 6  
GOSHEN, IN 46528  
(574) 533-3579

**ARCHITECT / CIVIL ENGINEER / SURVEYOR**  
ABONMARCHÉ CONSULTANTS, INC.  
303 RIVER RACE DRIVE, UNIT 206  
GOSHEN, IN 46526  
(574) 533-9913

# RULE 12 RETRACEMENT SURVEY

A PART OF THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 36 NORTH,  
RANGE 6 EAST, ELKHART TOWNSHIP, ELKHART COUNTY, INDIANA



### LEGAL DESCRIPTION (PER INSTR. #2008-29256)

A PART OF THE WEST HALF (W1/2) OF THE NORTHWEST QUARTER (NW1/4) OF SECTION 15, TOWNSHIP 36 NORTH, RANGE 6 EAST, ELKHART TOWNSHIP, CITY OF GOSHEN, ELKHART COUNTY, INDIANA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT AN IRON PIPE MARKING THE INTERSECTION OF THE SOUTH LINE OF THE WEST HALF (W1/2) OF THE NORTHWEST QUARTER (NW1/4) OF SAID SECTION 15 AND THE EAST LINE OF THE FORMER C.C.C. & ST. LOUIS RAILROAD RIGHT OF WAY; THENCE ON AN ASSUMED BEARING OF DUE NORTH ALONG THE EAST LINE OF SAID RAILROAD RIGHT OF WAY, A DISTANCE OF 330.50 FEET TO A REBAR MARKING THE INTERSECTION OF THE NORTH LINE OF JACKSON STREET AND THE EAST LINE OF SAID RAILROAD RIGHT OF WAY AND THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE CONTINUING ON A BEARING OF DUE NORTH ALONG THE EAST LINE OF SAID RAILROAD RIGHT OF WAY, A DISTANCE OF 414.73 FEET TO A REBAR MARKING THE INTERSECTION OF THE SOUTH LINE OF PLYMOUTH AVENUE AND THE EAST LINE OF SAID RAILROAD RIGHT OF WAY; THENCE SOUTH 88 DEGREES 45 MINUTES 00 SECONDS EAST ALONG THE SOUTH LINE OF PLYMOUTH AVENUE, A DISTANCE OF 170.68 FEET TO A REBAR MARKING THE INTERSECTION OF THE SOUTH LINE OF PLYMOUTH AVENUE AND THE WEST LINE OF A 20 FOOT WIDE ALLEY; THENCE SOUTH 0 DEGREES 02 MINUTES 00 SECONDS EAST ALONG THE WEST LINE OF SAID ALLEY, A DISTANCE OF 413.67 FEET TO A REBAR MARKING THE INTERSECTION OF THE WEST LINE OF SAID ALLEY AND THE NORTH LINE OF JACKSON STREET; THENCE NORTH 89 DEGREES 06 MINUTES 30 SECONDS WEST ALONG THE NORTH LINE OF JACKSON STREET, A DISTANCE OF 170.90 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION.

### LEGEND

- FOUND IRON REBAR
- SET REBAR WITH CAP
- FOUND CAPPED IRON
- LIGHT POLE
- POWER POLE
- GUY ANCHOR
- RAILROAD CROSSING LIGHT
- RAILROAD CROSSING SIGN
- SANITARY MANHOLE
- GAS MARKER
- WATER VALVE
- FIRE HYDRANT
- STORM MANHOLE
- CATCH BASIN
- MAILBOX
- SIGN
- OVERHEAD UTILITY LINE



### SURVEYOR'S REPORT:

IN ACCORDANCE WITH TITLE 865, ARTICLE 1.1, CHAPTER 12, OF THE INDIANA ADMINISTRATIVE CODE, THE FOLLOWING OBSERVATIONS AND OPINIONS ARE SUBMITTED REGARDING THE VARIOUS UNCERTAINTIES IN THE LOCATIONS OF THE LINES AND CORNERS ESTABLISHED ON THIS SURVEY AS RESULT OF:

- AVAILABILITY AND CONDITION OF REFERENCE MONUMENTS;
- OCCUPATION OR POSSESSION LINES;
- CLARITY OR AMBIGUITY OF THE RECORD DESCRIPTION USED AND OF ADJOINERS' DESCRIPTIONS AND THE RELATIONSHIP OF THE LINES OF THE SUBJECT TRACT WITH ADJOINERS' LINES;
- THE RELATIVE POSITIONAL ACCURACY OF THE MEASUREMENTS.

CLIENT NAME: CITY OF GOSHEN  
OWNERS OF RECORD: CITY OF GOSHEN  
TYPE OF SURVEY AND PURPOSE: RETRACEMENT SURVEY OF A TRACT OF LAND DESCRIBED IN DEED RECORD 2008-29256.

- THE REFERENCE MONUMENTS USED AND HELD ARE SHOWN ON THE FACE OF THE SURVEY.
- RIGHT-OF-WAYS, FENCES, AND IMPROVEMENTS AS SHOWN.
- AMBIGUITY OF RECORD DESCRIPTIONS
- THE CLASSIFICATION OF THIS SURVEY IS AN URBAN SURVEY: 0.07 FEET (21 MILLIMETERS) PLUS 50 PARTS PER MILLION.

### THEORY OF LOCATION:

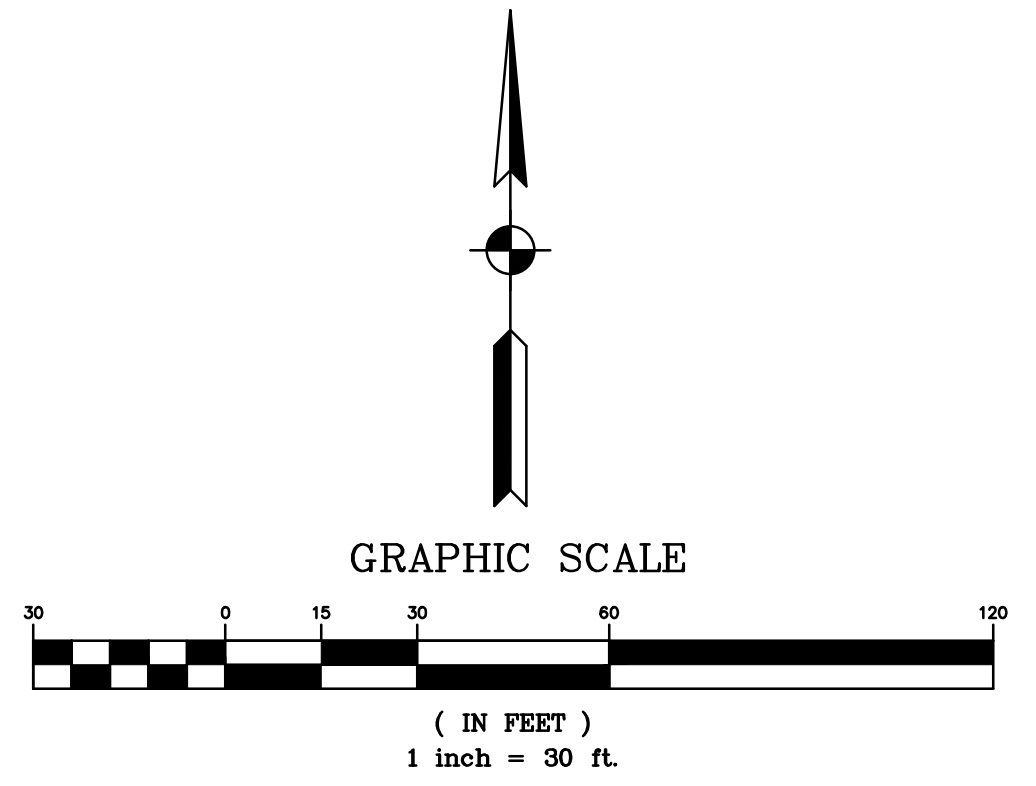
THIS IS A RETRACEMENT OF A SURVEY DONE BY GREGORY SHOCK DATED JANUARY 26, 1998. SEVERAL IRONS WERE MISSING DUE TO DEMOLITION DONE SINCE THE SHOCK SURVEY WAS DONE. THE SOUTH LINE OF THE PARCEL WAS ESTABLISHED BETWEEN FOUND IRONS. THE WEST LINE WAS ESTABLISHED 33 FEET EAST OF THE CENTERLINE OF THE RAILROAD TRACKS. THE SURVEYED DISTANCE NORTH OF THE SOUTHWEST CORNER OF THE PARCEL. THE NORTHEAST CORNER WAS ESTABLISHED USING THE SURVEYED BEARINGS AND DISTANCES.

AS A RESULT OF THE ABOVE OBSERVATIONS, IT IS MY OPINION THAT THE UNCERTAINTIES IN THE LOCATIONS OF THE LINES AND CORNERS ESTABLISHED ON THIS SURVEY ARE AS FOLLOWS:

- DUE TO VARIANCES IN REFERENCE MONUMENTS: NONE
- DUE TO DISCREPANCIES IN THE RECORD DESCRIPTION: NONE
- DUE TO INCONSISTENCIES IN LINES OF OCCUPATION: NONE

### NOTES:

- PLATS AND NOTES USED.
- ABONMARCHÉ RECORDS
  - COUNTY GIS
  - ADJOINING DEEDS
  - SURVEY BY GREGORY SHOCK DATED JANUARY 26, 1998.
- GPS AND ROBOTIC TOTAL STATION WAS USED TO COLLECT THE DATA FOR THE PROJECT. THE FIELD WORK FOR THIS PROJECT WAS PERFORMED ON MAY 18, 2021. BASIS OF BEARING IS BASED ON SAID SHOCK SURVEY.



### LAND SURVEYOR'S CERTIFICATE

I, CRAIG S. BATDORFF, BEING AN INDIANA REGISTERED LAND SURVEYOR, CERTIFY THAT THIS TOPOGRAPHIC SURVEY WAS DONE UNDER MY SUPERVISION AND THAT ALL INFORMATION CONTAINED IN THE DOCUMENT IS TRUE AND IS ACCURATELY SHOWN TO THE BEST OF MY KNOWLEDGE AND BELIEF.

*Craig S. Batdorff*  
CRAIG S. BATDORFF, P.S.  
PROFESSIONAL LAND SURVEYOR #LS21200006  
STATE OF INDIANA  
DATE: 06/8/21

**ABONMARCHÉ**  
Benton Harbor  
Fl. Wayne  
Hobart  
Lafayette  
Engineering - Architecture - Land Surveying  
303 River Bend Drive, Unit 204  
F 574.453.9913  
abonmarche.com  
Copyright 2021 - abonmarcheconsultants.com

**PROJECT:**  
PARKS DEPARTMENT  
MAINTENANCE BUILDING  
BETWEEN PLYMOUTH AVENUE & JACKSON STREET  
ADJACENT TO EAST SIDE OF RAILROAD  
GOSHEN, IN 46526

**SHEET TITLE:**  
RULE 12 RETRACEMENT SURVEY

**DRAWN BY:** TRM  
**DESIGNED BY:**  
**PM REVIEW:** BEM  
**QA/QC REVIEW:** CSB  
**DATE:** 06-08-2021



**SIGNATURE:**  
**DATE:**

HARD COPY IS INTENDED TO BE 24" X 36" WHEN PLOTTED. SCALE(S) INDICATED AND GRAPHIC QUALITY MAY NOT BE ACCURATE FOR ANY OTHER SIZES

**SCALE:**  
HORIZ: 1" = 30'  
VERT:

**ACI JOB #**  
21-0584

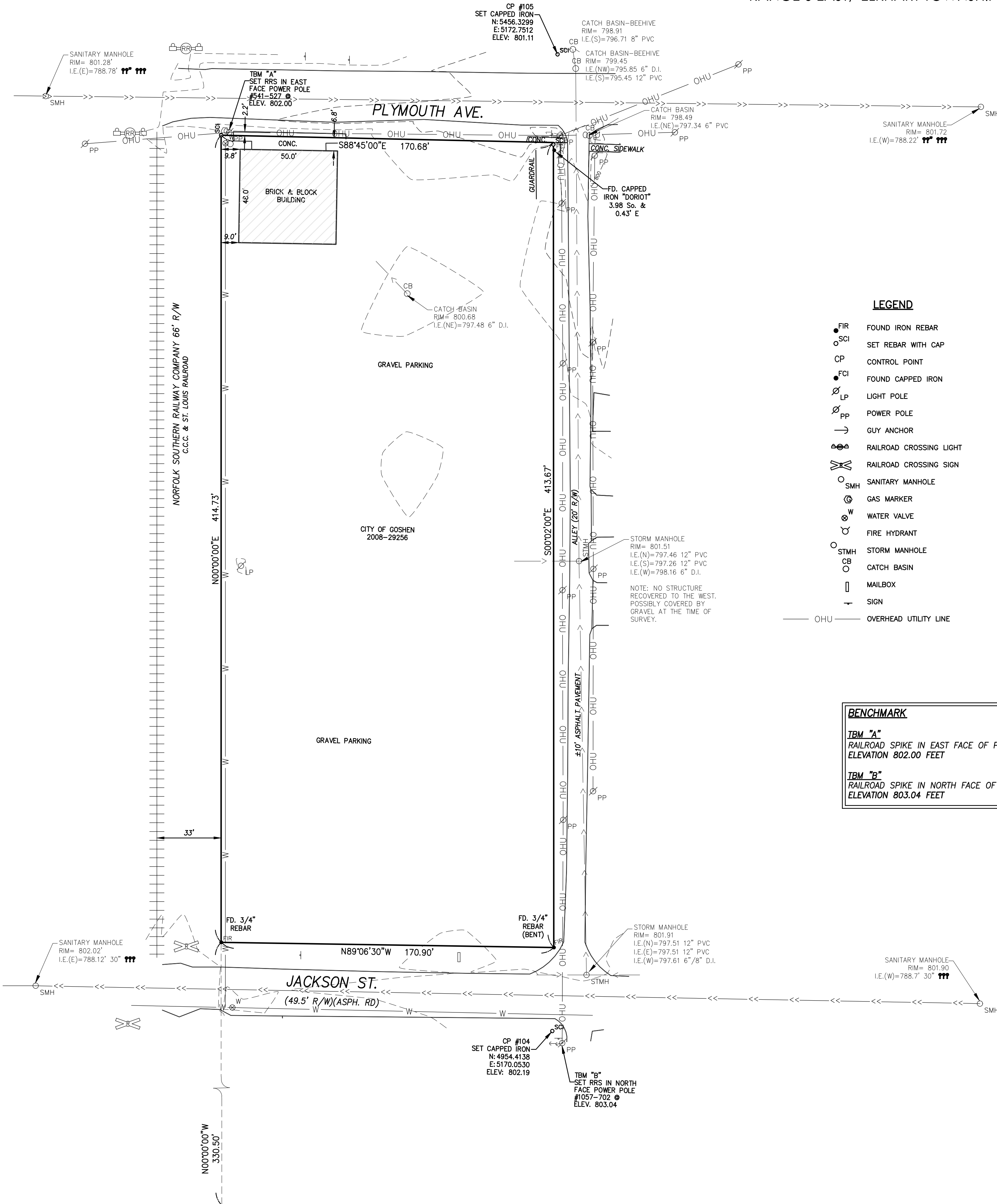
**SHEET NO.**  
C0.1

NO.	REVISION DESCRIPTION:	BY:	DATE:



# TOPOGRAPHIC SURVEY

A PART OF THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 36 NORTH, RANGE 6 EAST, ELKHART TOWNSHIP, ELKHART COUNTY, INDIANA



### LEGEND

- FIR FOUND IRON REBAR
- SCI SET REBAR WITH CAP
- CP CONTROL POINT
- FCI FOUND CAPPED IRON
- LP LIGHT POLE
- PP POWER POLE
- GUY ANCHOR
- RAILROAD CROSSING LIGHT
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- F FIRE HYDRANT
- STMH STORM MANHOLE
- CB CATCH BASIN
- M MAILBOX
- SIGN
- OHU OVERHEAD UTILITY LINE

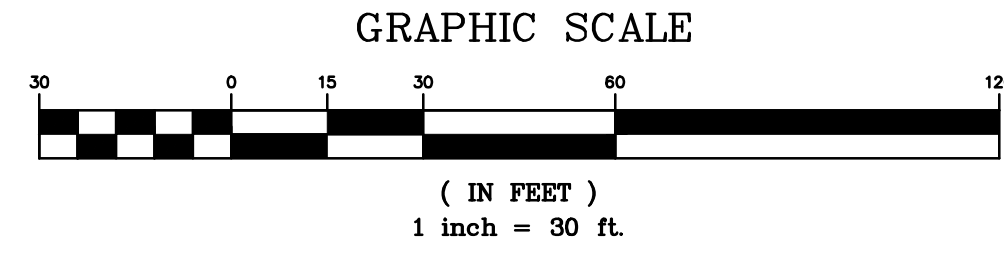
**BENCHMARK**  
**TBM "A"**  
 RAILROAD SPIKE IN EAST FACE OF POWER POLE #541-527  
 ELEVATION 802.00 FEET  
**TBM "B"**  
 RAILROAD SPIKE IN NORTH FACE OF POWER POLE 1057-702  
 ELEVATION 803.04 FEET

### LEGAL DESCRIPTION

(PER INSTR. #2008-29256)

A PART OF THE WEST HALF (W 1/2) OF THE NORTHWEST QUARTER (NW 1/4) OF SECTION 15 AND THE EAST LINE OF THE FORMER C.C.C. & ST. LOUIS RAILROAD RIGHT OF WAY; THENCE ON AN ASSUMED BEARING OF DUE NORTH ALONG THE EAST LINE OF SAID RAILROAD RIGHT OF WAY, A DISTANCE OF 330.50 FEET TO A REBAR MARKING THE INTERSECTION OF THE NORTH LINE OF JACKSON STREET AND THE EAST LINE OF SAID RAILROAD RIGHT OF WAY AND THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE CONTINUING ON A BEARING OF DUE NORTH ALONG THE EAST LINE OF SAID RAILROAD RIGHT OF WAY, A DISTANCE OF 414.73 FEET TO A REBAR MARKING THE INTERSECTION OF THE SOUTH LINE OF PLYMOUTH AVENUE AND THE EAST LINE OF SAID RAILROAD RIGHT OF WAY; THENCE SOUTH 88 DEGREES 45 MINUTES 00 SECONDS EAST ALONG THE SOUTH LINE OF PLYMOUTH AVENUE; A DISTANCE OF 170.68 FEET TO A REBAR MARKING THE INTERSECTION OF THE SOUTH LINE OF PLYMOUTH AVENUE AND THE WEST LINE OF A 20 FOOT WIDE ALLEY; THENCE SOUTH 0 DEGREES 02 MINUTES 00 SECONDS EAST ALONG THE WEST LINE OF SAID ALLEY, A DISTANCE OF 413.67 FEET TO A REBAR MARKING THE INTERSECTION OF THE WEST LINE OF SAID ALLEY AND THE NORTH LINE OF JACKSON STREET; THENCE NORTH 89 DEGREES 06 MINUTES 30 SECONDS WEST ALONG THE NORTH LINE OF JACKSON STREET, A DISTANCE OF 170.90 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION.

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### LAND SURVEYOR'S CERTIFICATE

I, CRAIG S. BATDORFF, BEING AN INDIANA REGISTERED LAND SURVEYOR, CERTIFY THAT THIS TOPOGRAPHIC SURVEY WAS DONE UNDER MY SUPERVISION AND THAT ALL INFORMATION CONTAINED IN THE DOCUMENT IS TRUE AND IS ACCURATELY SHOWN TO THE BEST OF MY KNOWLEDGE AND BELIEF.

CRAIG S. BATDORFF, P.S. DATE  
 PROFESSIONAL LAND SURVEYOR #LS21200006  
 STATE OF INDIANA



**LOCATION MAP**  
(NOT TO SCALE)

### SURVEY NOTES

- THIS TOPOGRAPHIC SURVEY WAS PERFORMED FOR: CITY OF GOSHEN
- HORIZONTAL DATUM: ASSUMED COORDINATE SYSTEM  
 VERTICAL DATUM: INCORS NAVD88  
 BEARING BASIS PER DOCUMENT #2008-29256.
- EQUIPMENT USED: TOPCON ROBOTIC TOTAL STATION AND HIPER VR GPS UNIT.
- THIS DOCUMENT IN NO WAY SHOULD BE USED TO ASSESS PROPERTIES OR ESTABLISH PROPERTY LINES AND IS FOR LOCATION OF FEATURES AND ELEVATIONS AS SHOWN. THIS SURVEY IS NOT A RULE 12 BOUNDARY SURVEY. PLEASE REFER TO THE RECORDED DEED INFORMATION SHOWN ON THE FACE OF DRAWING.
- VERTICAL DATUM ESTABLISHED PER INCORS NAVD88.
- SURVEY REFERENCE DOCUMENT: BEARINGS AND DISTANCES SHOWN ARE BASED ON A SURVEY DONE BY GREG S. SHOCK ON 1/26/98.
- SITE SUBJECT TO CURRENT ELKHART COUNTY ZONING REGULATIONS, INCLUDING ALL APPLICABLE BUILDING SETBACKS.
- EASEMENTS MAY EXIST THAT ARE NOT SHOWN ON THIS DRAWING. RESEARCH OF THE LATEST AVAILABLE TITLE INSURANCE POLICY AND/OR A SEARCH OF THE RECORDS OF THE OFFICE OF THE RECORDER OF ELKHART COUNTY, INDIANA SHOULD BE PERFORMED TO DETERMINE THE EXISTENCE OF RELEVANT DOCUMENTS THAT MAY AFFECT THIS PARCEL.

### GENERAL NOTES

- A TOPOGRAPHIC SURVEY OF THE PROJECT SITE TO LOCATE EXISTING FEATURES AND UTILITIES WAS PERFORMED IN MAY 18, 2021.
- UTILITIES SHOWN ARE FROM SUBSTANTIAL FIELD EVIDENCE AND PER RECORDS RECEIVED FROM THE CITY. CONTRACTOR SHALL FOLLOW STANDARD PROCEDURES FOR UTILITY VERIFICATION AND FIELD VERIFY LOCATIONS AND DEPTHS OF ALL UTILITIES PRIOR TO ANY EARTH MOVING ACTIVITIES AND UTILITY CONSTRUCTION.
- CONTRACTOR SHALL NOT INTERRUPT UTILITY SERVICES TO EXISTING BUILDINGS AND ADJACENT PROPERTIES WITHOUT PROVIDING PROPER NOTICE AND OBTAINING WRITTEN AUTHORIZATION FROM THE OWNER AND/OR ADJACENT PROPERTY OWNER(S).
- CONTRACTOR SHALL COORDINATE WITH THE OWNER AND RESPECTIVE UTILITY COMPANIES FOR THE REMOVAL, RELOCATION, AND DEMOLITION OF EXISTING UTILITIES AND TO ACCOMMODATE THE PROPOSED IMPROVEMENTS.
- CONTRACTOR SHALL CLEAR AND REMOVE ALL EXISTING STRUCTURES, TREES, SHRUBS, STUMPS, VEGETATION, AND ALL OTHER ABOVE AND BELOW GRADE ITEMS INTERFERING WITH THE PROPOSED "CONSTRUCTION LIMITS" AS SHOWN ON THE DRAWINGS AND AT THE DIRECTION OF THE OWNER. CONTRACTOR TO NOTE EXISTING TREES TO PROTECT AS SPECIFIED ON THE PLANS. ALL PAVEMENTS, CURBS, AND SIDEWALKS SHALL BE SAW CUT PRIOR TO REMOVAL. CONTRACTOR SHALL PROVIDE THE OWNER/DEVELOPER WITH PROPER NOTICE PRIOR TO REMOVING ITEMS ESPECIALLY TREES SO THAT THE OWNER MAY REVIEW AND MAKE ADJUSTMENTS IF NECESSARY.
- CONTRACTOR SHALL ABIDE BY THE OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (OSHA) STANDARDS FOR CONSTRUCTION.
- CONTRACTOR SHALL CONTACT THE OWNER IMMEDIATELY IF CONTAMINATED SOILS ARE ENCOUNTERED DURING CONSTRUCTION. CONTAMINATED SOILS MUST BE HAILED OFF-SITE AND PROPERLY DISPOSED OF IN ACCORDANCE WITH CURRENT RULES AND REGULATIONS.
- CONTRACTOR SHALL PROTECT AND NOT DESTROY PROPERTY CORNER MONUMENTS AND SURVEY CONTROL POINTS DURING CONSTRUCTION.
- DISCREPANCIES OR CONFLICTS IN THE PLANS AND/OR SITE CONDITIONS SHALL BE COMMUNICATED TO THE SURVEYOR/ENGINEER TO ENSURE THAT CLARIFICATIONS AND/OR REVISIONS CAN BE MADE PRIOR TO CONSTRUCTION.
- THIS IS NOT A RULE 12 BOUNDARY SURVEY. REFER TO THE RECORDED DEED INFORMATION SHOWN ON THE FACE OF DRAWING.

**ABONMARCHÉ**  
 Benton Harbor  
 Ft. Wayne  
 Goshen, IN 46526  
 Hobart  
 Lafayette  
 Valparaiso  
 303 River Road Drive, Unit 206  
 Goshen, IN 46526  
 T: 574.533.9913  
 F: 574.533.9913  
 abonmarche.com  
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 Engineering - Architecture - Land Surveying

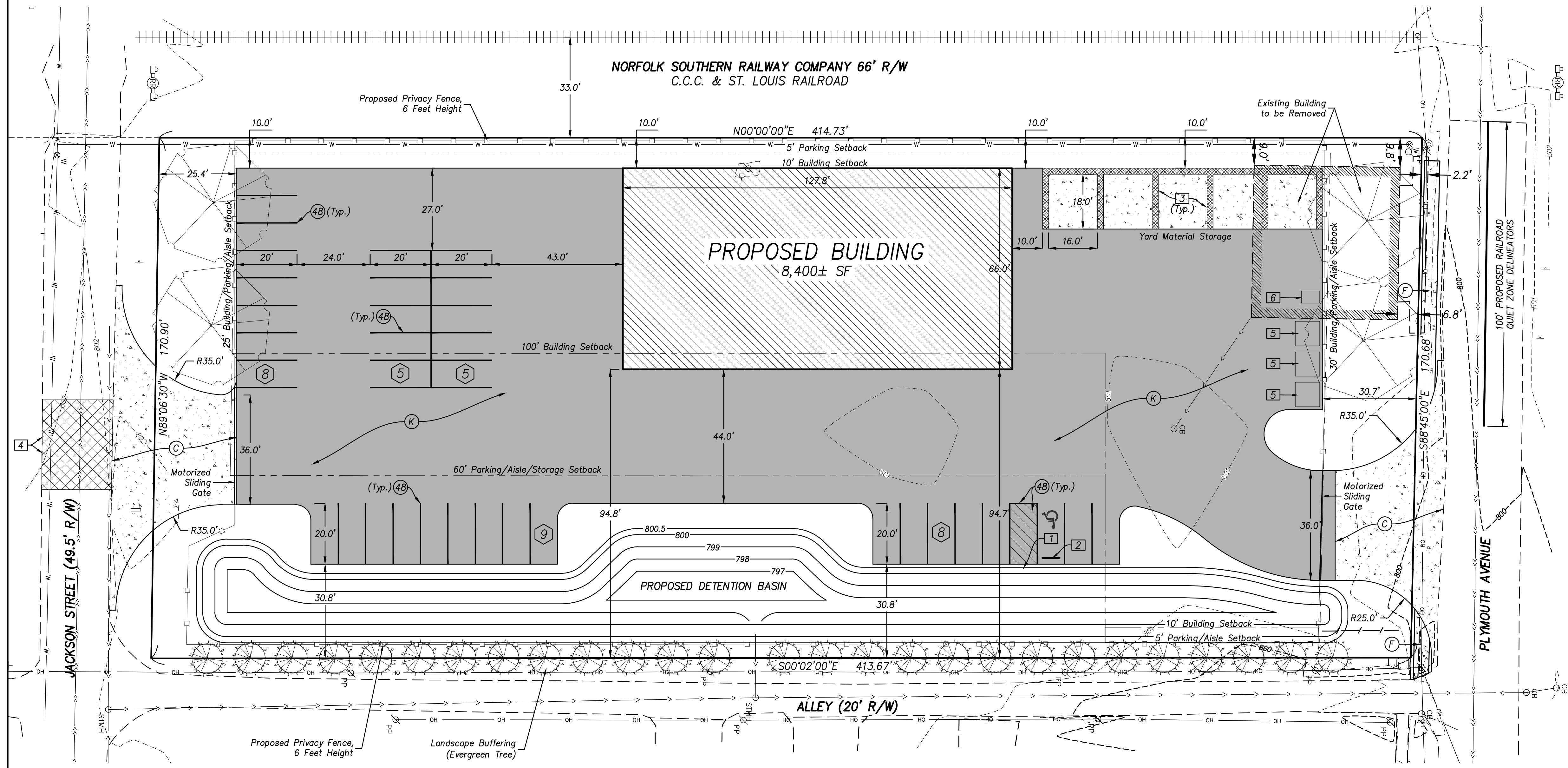
**PROJECT:**  
**PARKS DEPARTMENT**  
**MAINTENANCE BUILDING**  
 BETWEEN PLYMOUTH AVENUE & JACKSON STREET  
 ADJACENT TO EAST SIDE OF RAILROAD  
 GOSHEN, IN 46526

**SHEET TITLE:**  
**TOPOGRAPHIC SURVEY**

**DRAWN BY:** TRM  
**DESIGNED BY:** TRM  
**PM REVIEW:** BEM  
**QA/QC REVIEW:** BEM  
**DATE:** 09-10-2021  
**SEAL:**

**SIGNATURE:**  
**DATE:**  
**HARD COPY IS INTENDED TO BE 24" X 36" WHEN PLOTTED. SCALES INDICATED AND GRAPHIC QUALITY MAY NOT BE ACCURATE FOR ANY OTHER SIZES.**  
**SCALE:**  
**HORZ: 1"=30'**  
**VERT:**  
**ACI JOB #**  
**21-0584**  
**SHEET NO.**

**C0.2**



**GENERAL NOTES**

1. Current Zoning: "M-1" Industrial (Light Industrial) District
2. Existing Land Use: Vacant Land  
Proposed Land Use: Parks Department Maintenance Building
3. The project shall be serviced by City of Goshen sanitary sewer and water.
4. Setbacks shall conform to City of Goshen Zoning Ordinance unless the proper variances have been approved.
5. Site/Building drainage shall be managed onsite with a detention basin with a controlled release into the municipal sewer system.
6. Proposed parking and driving areas shall be paved.
7. All radii dimensions are to edge of pavement unless otherwise noted.
8. All landscape and lighting shall be in accordance with the City of Goshen Zoning Ordinance unless the proper variances have been obtained.

**TABULATED SITE DATA**

SITE = 1.62± Acres

Proposed Land Coverage	Area (Acres)	Percentage
Proposed Building	0.19±	12%
Parking / Drives / Sidewalk	0.85±	52%
Open Space / Landscaping	0.58±	36%
	1.62±	100%

**PARKING CALCULATIONS**

Seasonal Employees = 16  
 Full-Time = 14  
 Total Employees = 30

Use "Repair Shops" for Parking Calculations

Required Parking: 1 Space per 2 Employees  
 (30 Employees / 2) x 1 Space = 15 Spaces  
 2 Spaces per Service Bay  
 (5 Spaces x 2) = 10 Spaces  
 Total Parking Required = 25 Spaces

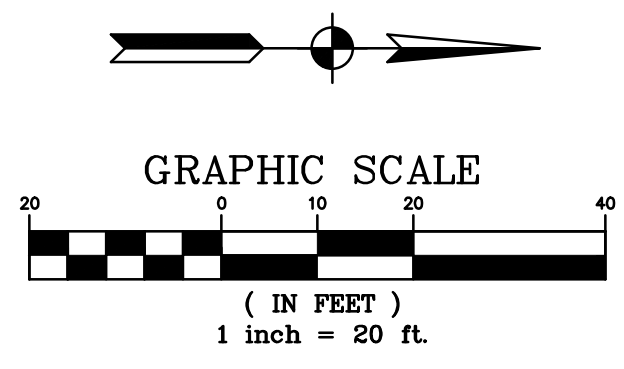
Provided Parking: 35 Spaces (Includes 1 ADA Space)

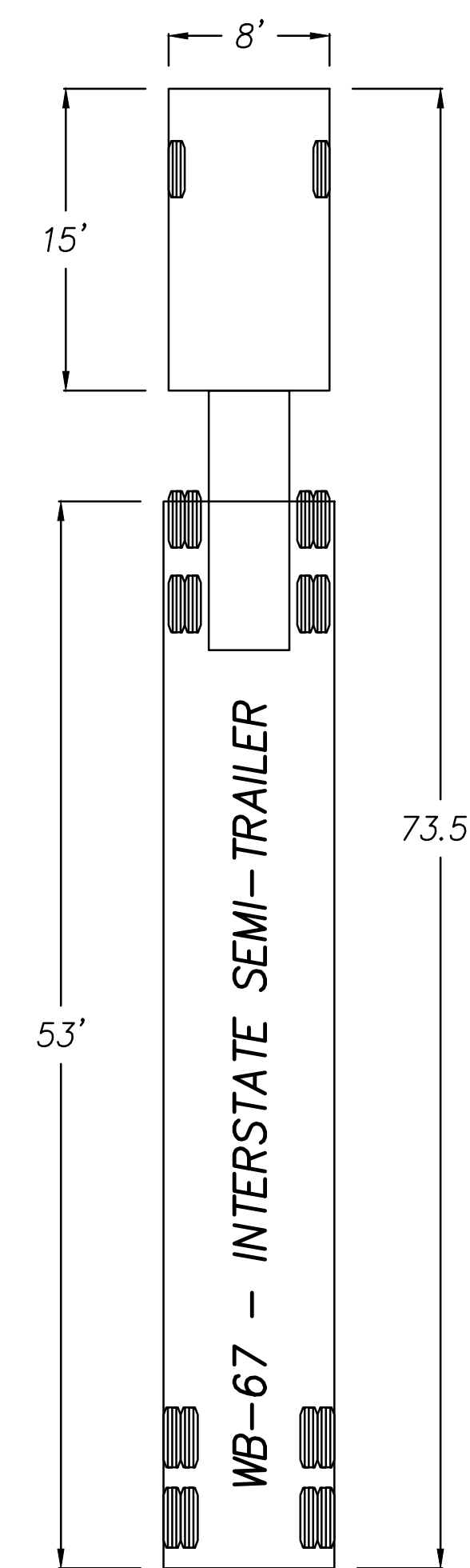
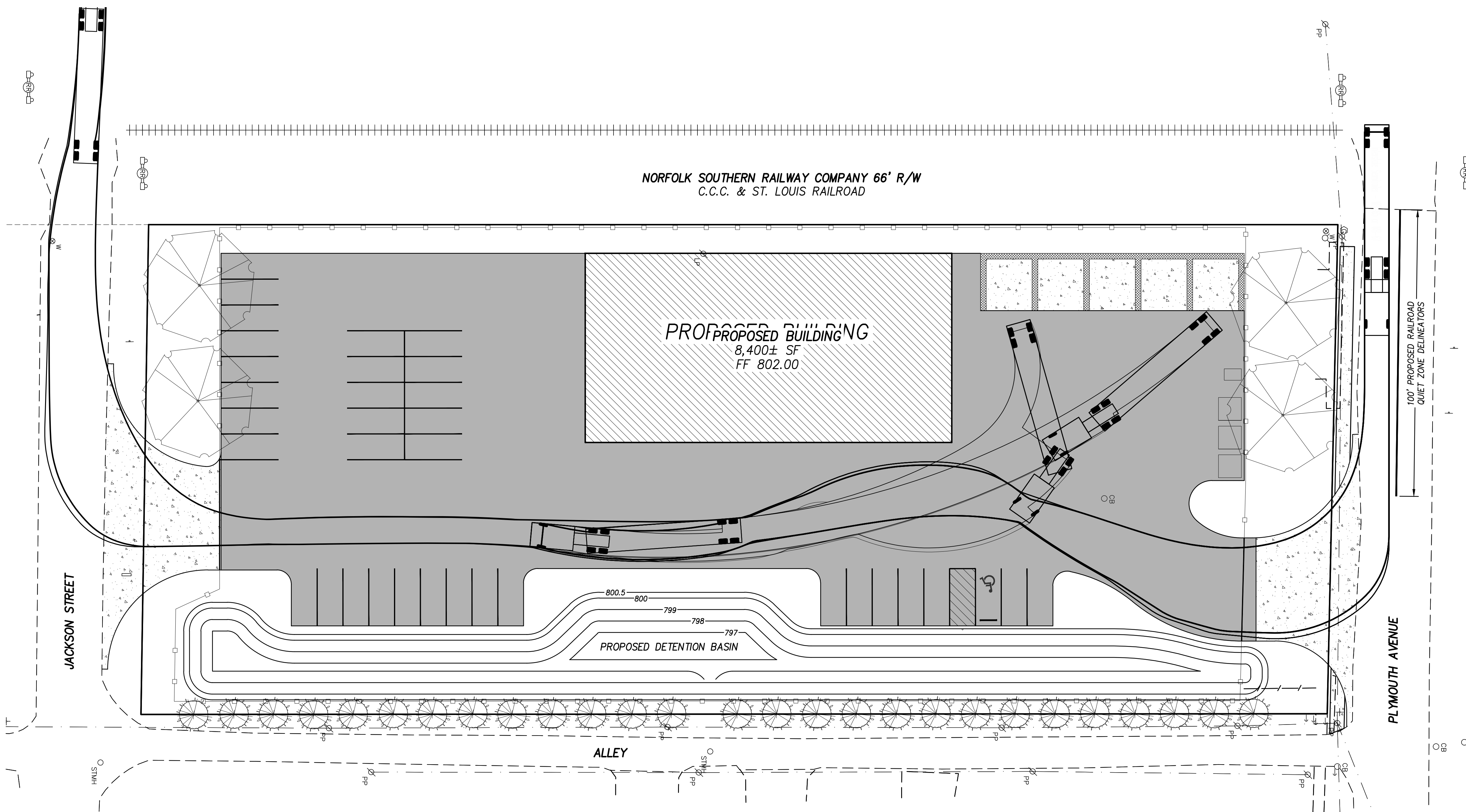
**KEYNOTE LEGEND**

- Ⓝ Number of Parking Spaces
- ♿ ADA International Symbol of Accessibility
- 1 ADA Parking Sign and Post
- 2 Precast Parking Bumper
- 3 Precast Concrete Blocks for Material Storage (Blocks 24" High / Total Height of 3 Blocks)
- 4 Pavement Cut/Patch for Utility Connections
- 5 Dumpsters
- 6 300 Gallon Fuel Tank
- 4B 4" Solid White Paint Line
- C Drive Approach (Per City Standards)
- F Concrete Sidewalk, 5 Feet Wide
- K Heavy-Duty Pavement

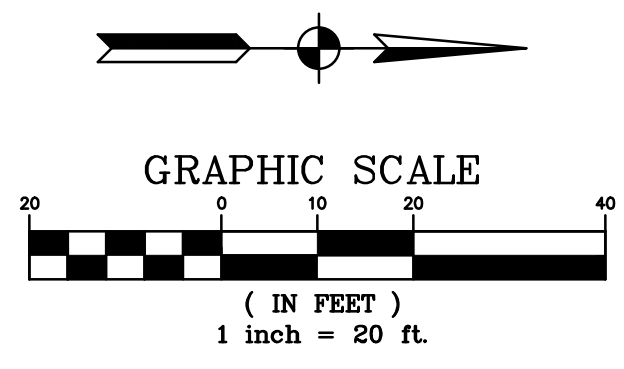
**VARIANCES NEEDED**

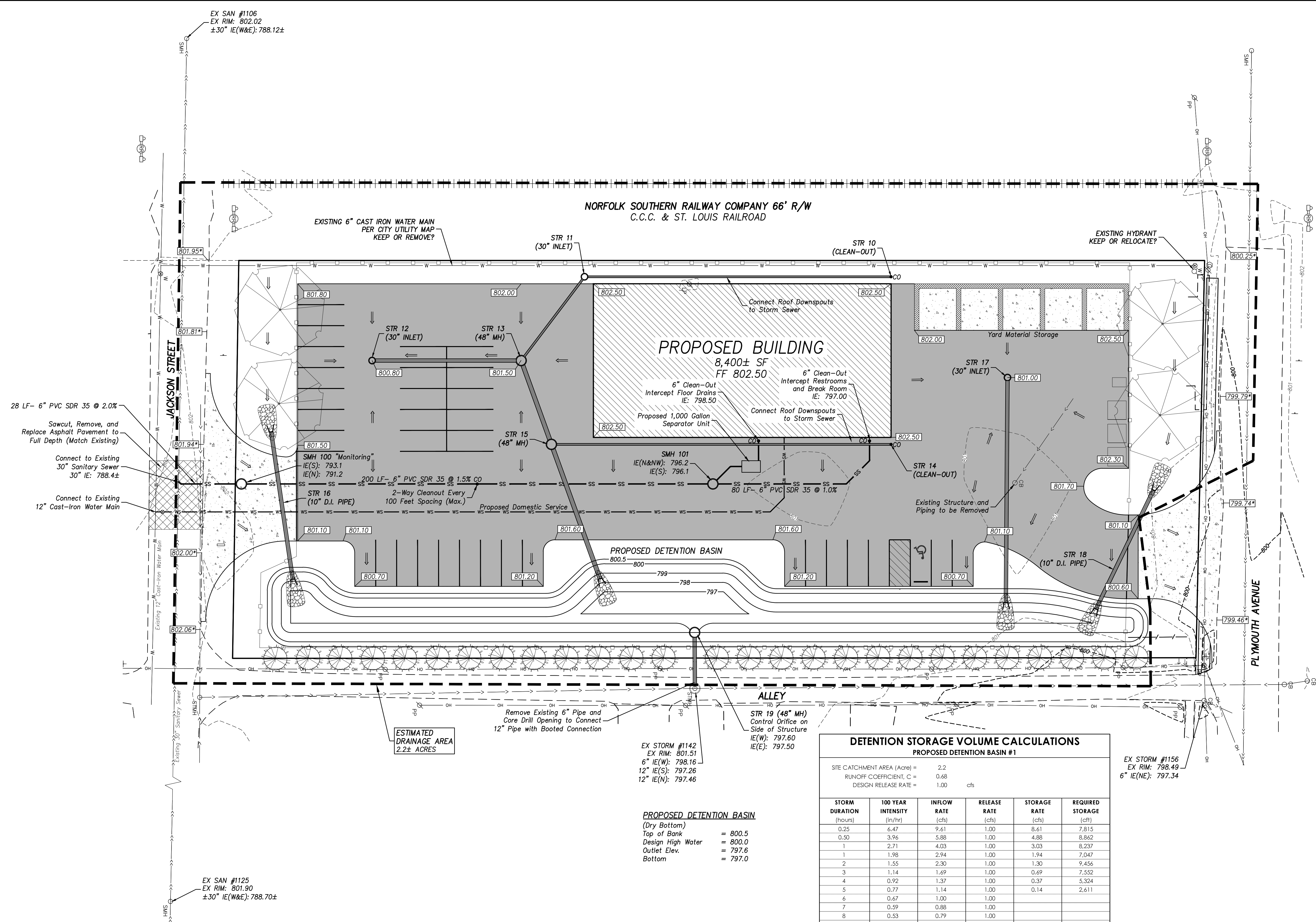
1. To allow for a Building Setback of 94 feet where 100 feet is required adjacent to residential zoning.
2. To allow for a Parking Setback of 30 feet where 60 feet is required adjacent to residential zoning.





**TRUCK TEMPLATE**  
(NOT TO SCALE)





**DETENTION STORAGE VOLUME CALCULATIONS**  
 PROPOSED DETENTION BASIN #1

SITE CATCHMENT AREA (Acre) = 2.2  
 RUNOFF COEFFICIENT, C = 0.68  
 DESIGN RELEASE RATE = 1.00 cfs

STORM DURATION (hours)	100 YEAR INTENSITY (in/hr)	INFLOW RATE (cfs)	RELEASE RATE (cfs)	STORAGE RATE (cfs)	REQUIRED STORAGE (cft)
0.25	6.47	9.61	1.00	8.61	7,815
0.50	3.96	5.88	1.00	4.88	8,862
1	2.71	4.03	1.00	3.03	8,237
1	1.98	2.94	1.00	1.94	7,047
2	1.55	2.30	1.00	1.30	9,456
3	1.14	1.69	1.00	0.69	7,552
4	0.92	1.37	1.00	0.37	5,324
5	0.77	1.14	1.00	0.14	2,611
6	0.67	1.00	1.00		
7	0.59	0.88	1.00		
8	0.53	0.79	1.00		
9	0.48	0.71	1.00		
10	0.44	0.65	1.00		
15	0.32	0.48	1.00		
20	0.25	0.37	1.00		
24	0.22	0.33	1.00		

Note: Storm intensities are referenced from NOAA

STORAGE REQUIRED, FULL BUILDOUT: 9,456 cft  
 567 cft (6% siltation factor)  
 10,024 cft

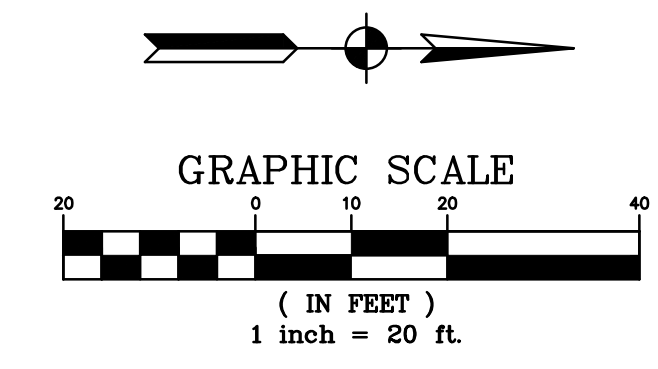
STORAGE PROVIDED: 13,604 cft  
 ADDITIONAL FREEBOARD STORAGE AVAILABLE: 4,925 cft

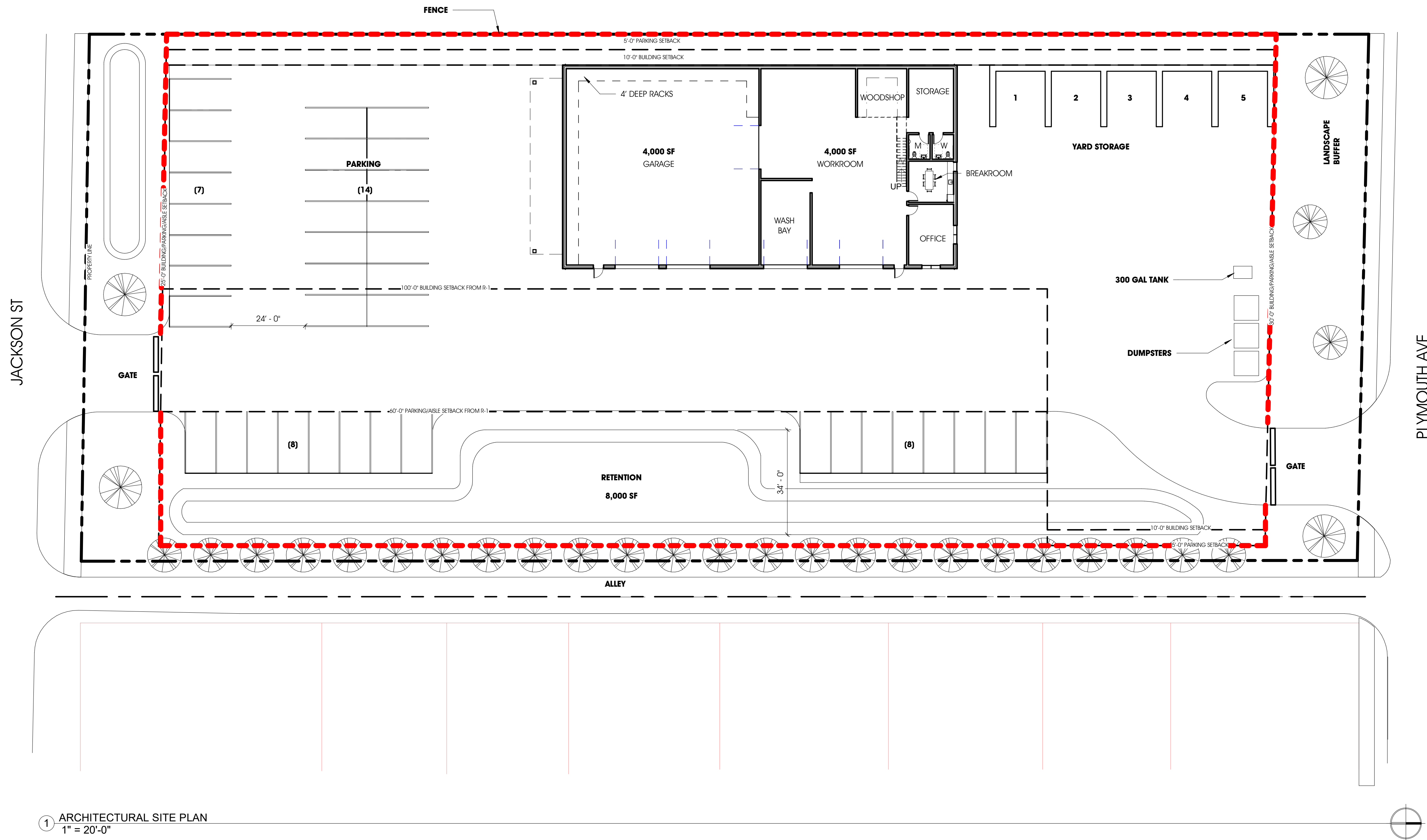
**PROPOSED DETENTION BASIN**  
 (Dry Bottom)

Top of Bank = 800.5  
 Design High Water = 800.0  
 Outlet Elev. = 797.6  
 Bottom = 797.0

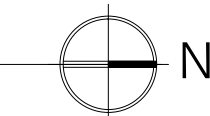
**BASIN VOLUME (BASED ON PROPOSED CONTOURS)**  
 USED VOLUME OF FRUSTUM FORMULA PER CITY OF GOSHEN STORMWATER DRAINAGE POLICY  
 $V = \frac{1}{3} \times (A_1 + A_2 + (A_1 \times A_2)^{1/2}) \times H$

Contour	Area (sf)	Volume (cft)
797.0	582	542
797.6	978	849
798.0	2,416	849
799.0	5,403	4,806
800.0	8,528	7,948
800.5	10,128	4,925
Volume Below DHW:	13,604	cft
Freeboard Volume:	4,925	cft



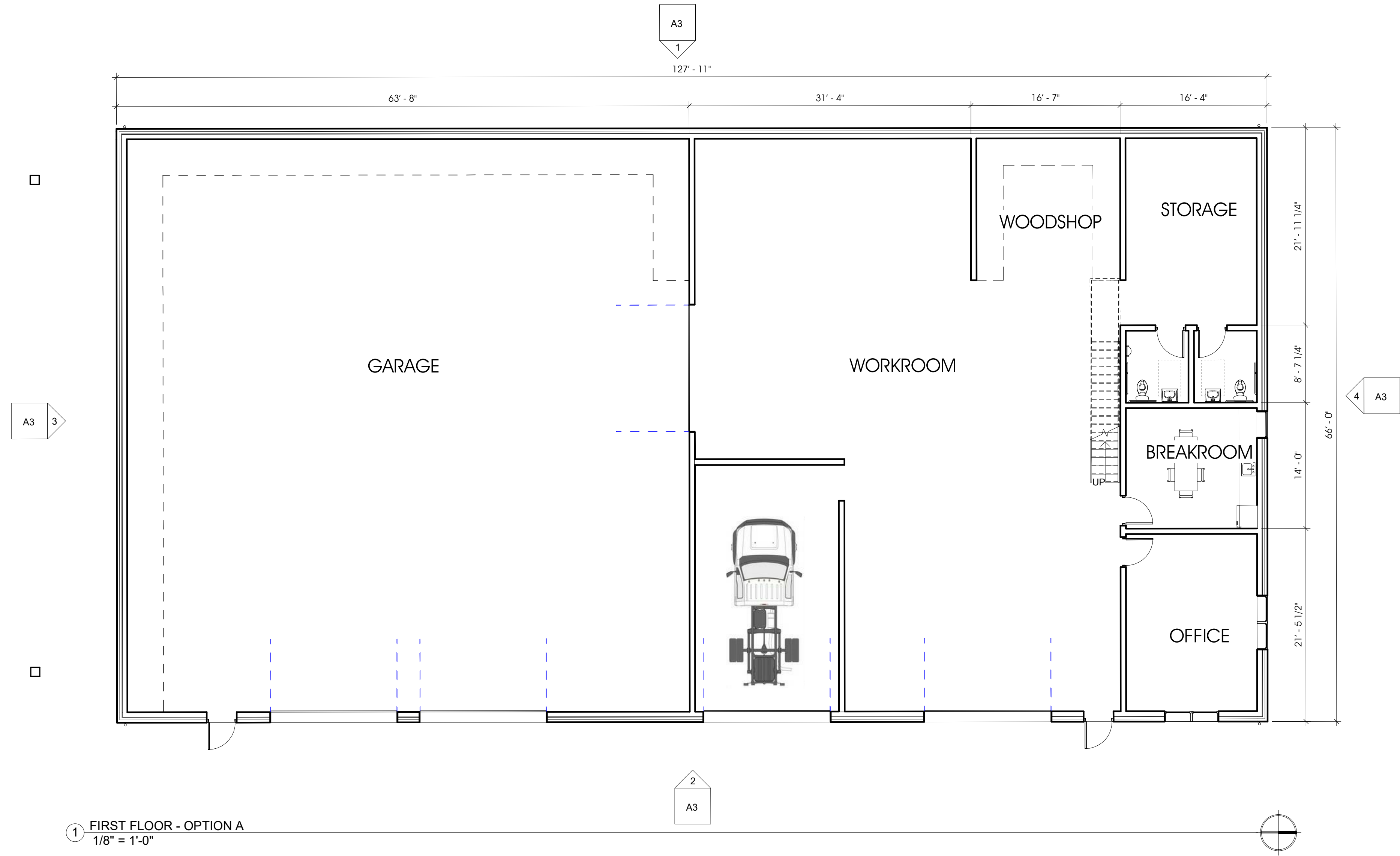


1 ARCHITECTURAL SITE PLAN  
1" = 20'-0"

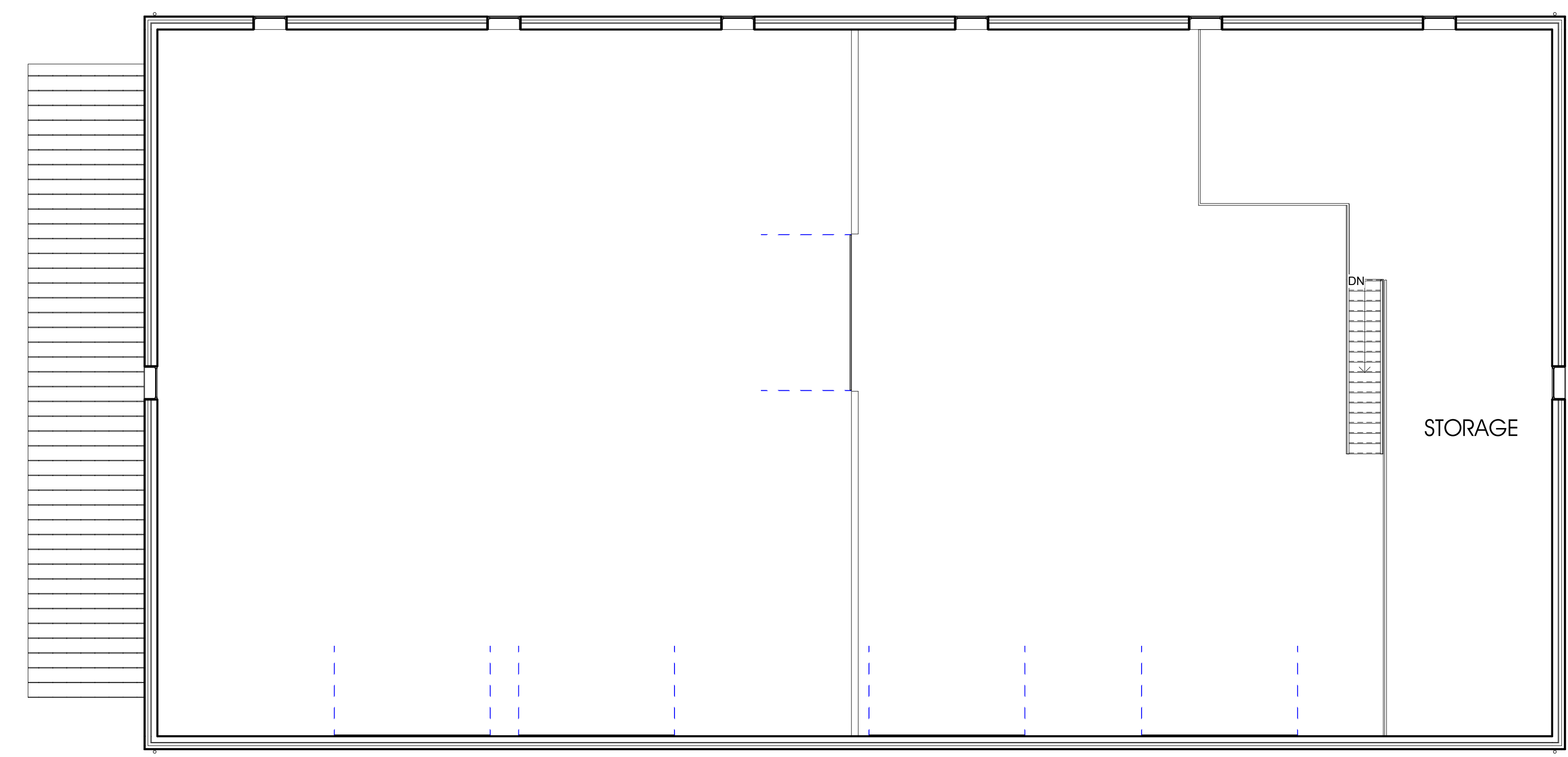


**REFER TO SITE DEVELOPMENT PLAN,  
(SHEET C1.0) FOR LATEST SITE LAYOUT**

NO.	REVISION DESCRIPTION	BY	DATE



1 FIRST FLOOR - OPTION A  
1/8" = 1'-0"



2 MEZZANINE  
1/8" = 1'-0"

File Path

NO.	REVISION DESCRIPTION	BY	DATE

**ABONMARCHÉ**  
 Fort Wayne  
 Indianapolis  
 Knoxville  
 South Haven  
 Valparaiso  
 315 W. JEFFERSON BLVD  
 FORT WAYNE, IN 46801  
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 F 574.251.4440  
 abonmarche.com  
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 Engineering, Architecture, Land Surveying

PROJECT:  
**GOSHEN PARKS  
 MAINTENANCE BUILDING**

**NOT FOR CONSTRUCTION**  
**BUILDING FLOOR PLAN**  
**OPTION A**

SHEET TITLE:  
 MODELED BY: Author  
 DESIGNED BY: ###  
 PM REVIEW: ###  
 QA/QC REVIEW: ###  
 DATE:  
 SEAL:

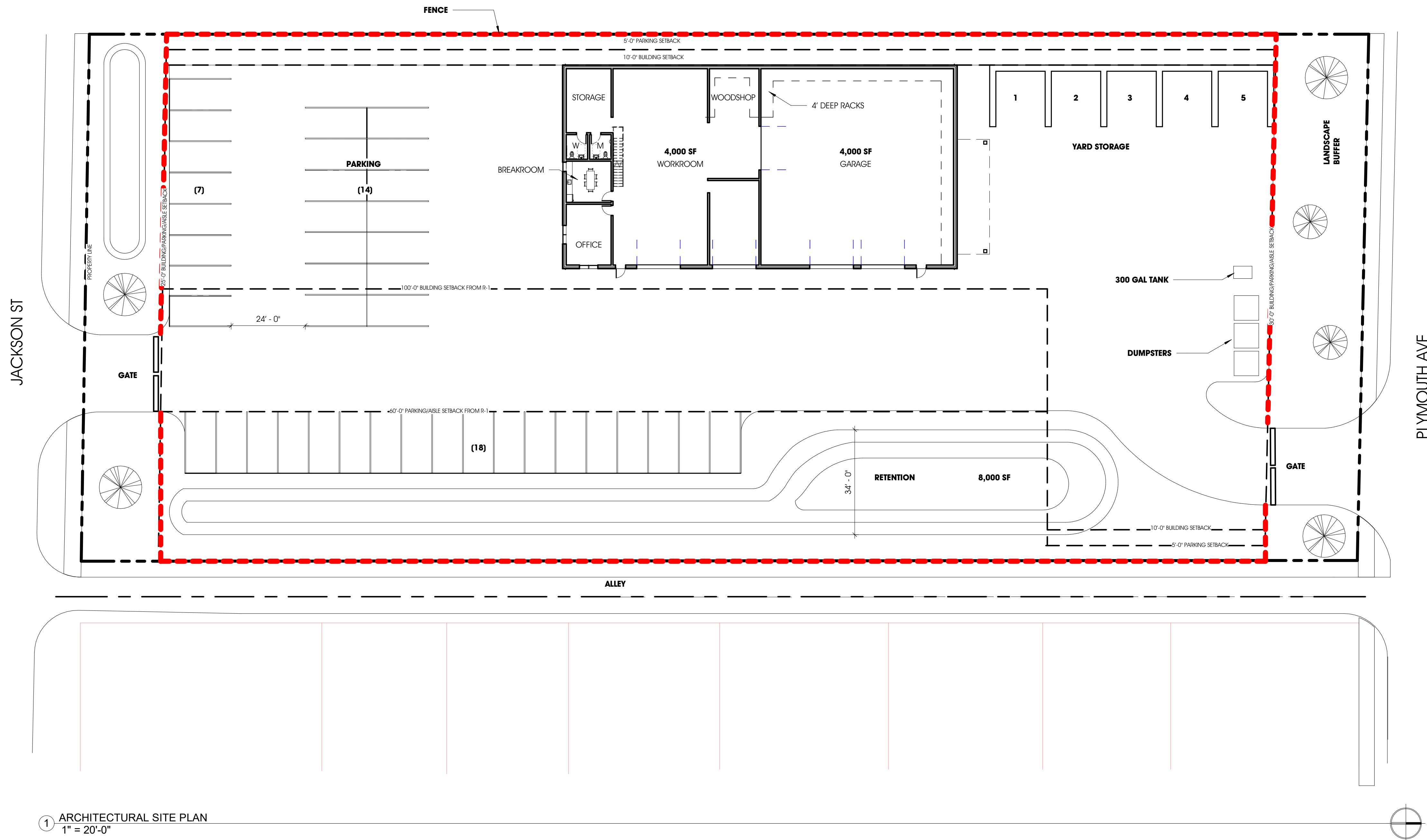
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 DATE:

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 BE ACCURATE FOR ANY OTHER  
 SIZES

SCALE:  
 UNLESS NOTED OTHERWISE  
 ACI JOB #

SHEET NO.

**A1.1**



1 ARCHITECTURAL SITE PLAN  
1" = 20'-0"

**REFER TO SITE DEVELOPMENT PLAN,  
(SHEET C1.0) FOR LATEST SITE LAYOUT**

MODELED BY: Author

DESIGNED BY: ###

PM REVIEW: ###

QA/QC REVIEW: ###

DATE:

SEAL:

SIGNATURE:

DATE:

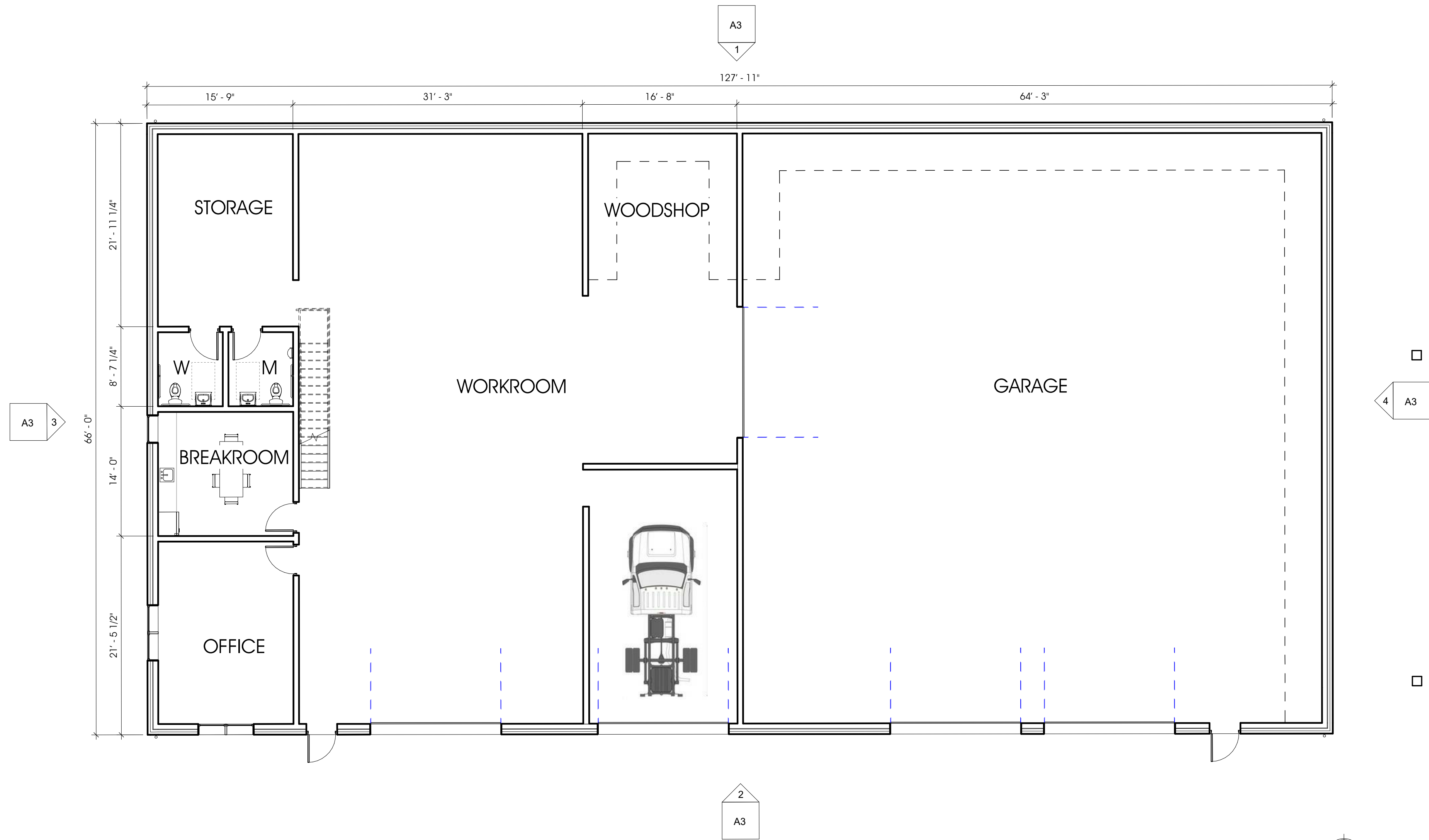
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UNLESS NOTED OTHERWISE

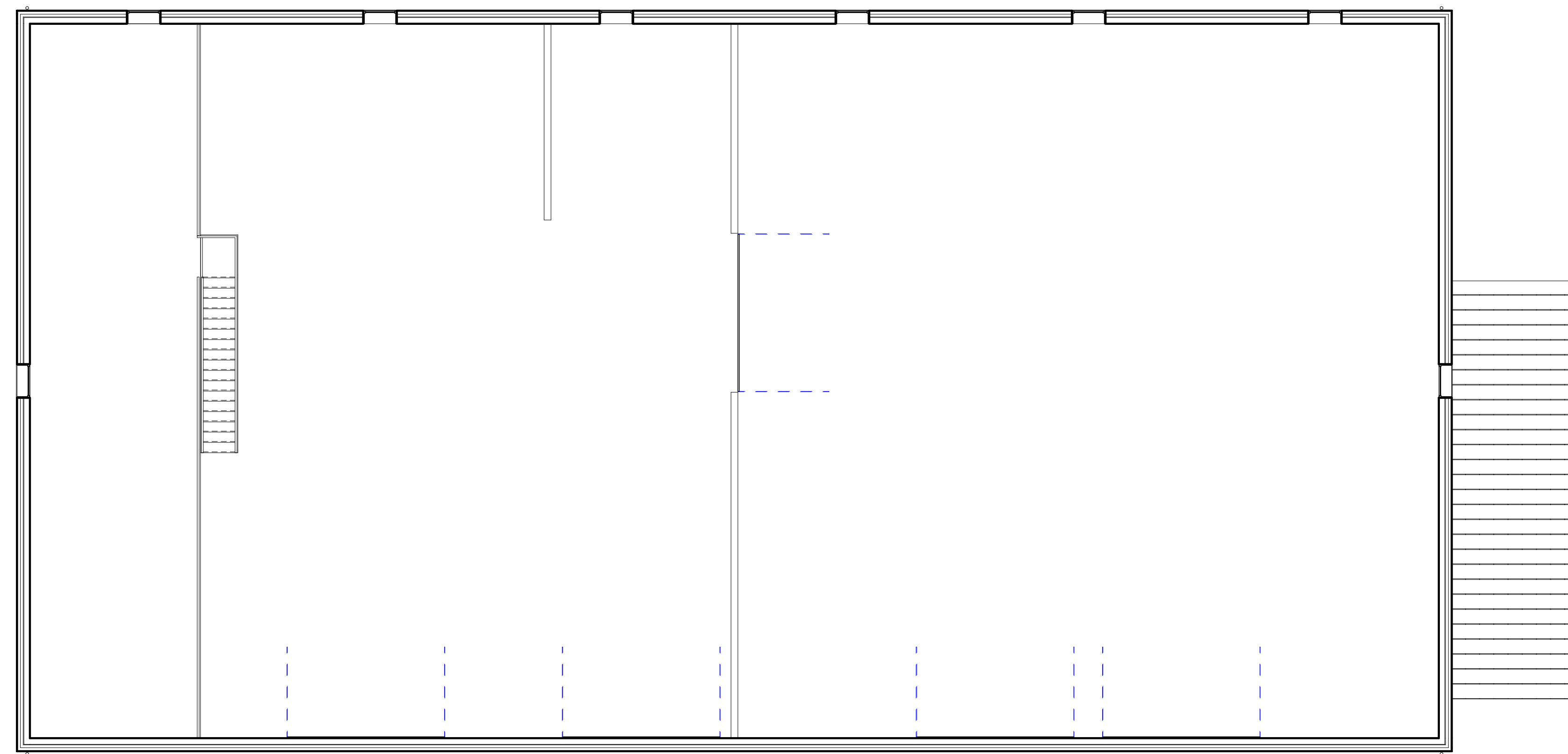
ACI JOB #

SHEET NO.

NO.	REVISION DESCRIPTION	BY	DATE



1 FIRST FLOOR - OPTION A  
1/8" = 1'-0"



2 MEZZANINE  
1/8" = 1'-0"

File Path

NO.	REVISION DESCRIPTION	BY	DATE

SHEET TITLE:

MODELED BY:	Author
DESIGNED BY:	###
PM REVIEW:	###
QA/QC REVIEW:	###

DATE:  
 SEAL:

SIGNATURE:  
 DATE:

HARD COPY IS INTENDED TO BE  
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 SIZES

SCALE:  
 UNLESS NOTED OTHERWISE

ACI JOB #

SHEET NO.





EXISTING



PROPOSED



EXISTING



PROPOSED

## **GOSHEN REDEVELOPMENT COMMISSION**

### **Register of Claims**

The Goshen Redevelopment Commission has examined the entries listed on the following itemized Expenditure Report for claims entered from **September 14, 2021 through October 7, 2021** and finds that entries are allowed in the total amount of **\$22,366.15**

**APPROVED** on October 12, 2021

---

Vince Turner, President

---

Andrea Johnson, Secretary

# GOSHEN REDEVELOPMENT COMMISSION

## Expenditure Report - by Budget Line and Payee

Claims from 09/14/21 through 10/7/21

<b>406-560-00-429.0002</b>		<b>RDV NON-RVRT OP/Other Supplies</b>	
9/21/2021	Amazon Capital Services		\$37.50
9/21/2021	Community Business Equipment (04491)		\$42.99
<b>Line Total for Period:</b>			<b>\$80.49</b>
<b>406-560-00-431.0502</b>		<b>RDV NON-RVRT OP/Contractual Services</b>	
9/21/2021	Elko Title Corporation (04462)		\$417.50
10/6/2021	Barkes, Kolbus, Rife & Shuler, LLP (00311)		\$4,399.00
10/6/2021	Yarkshark, LLC		\$926.67
<b>Line Total for Period:</b>			<b>\$5,743.17</b>
<b>473-560-00-431.0502</b>		<b>SOUTHEAST TIF/Contractual Services</b>	
10/6/2021	Jones Petrie Rafinski Corp. (00463)		\$2,200.00
10/6/2021	Lochmueller Group(09835)		\$3,751.57
10/6/2021	Lochmueller Group(09835)		\$1,193.99
<b>Line Total for Period:</b>			<b>\$7,145.56</b>
<b>473-560-00-439.0930</b>		<b>SOUTHEAST TIF/Other Services &amp; Charges</b>	
10/6/2021	City of Goshen Utilities		\$1,485.00
10/6/2021	Help Heating & Air Conditioning, LLC		\$2,547.00
<b>Line Total for Period:</b>			<b>\$4,032.00</b>
<b>480-560-00-431.0502</b>		<b>RR/US 33 TIF/Contractual Services</b>	
10/6/2021	Goshen Utilities (00013)		\$7.05
10/6/2021	Jones Petrie Rafinski Corp. (00463)		\$5,300.00
<b>Line Total for Period:</b>			<b>\$5,307.05</b>
<b>480-560-00-439.0930</b>		<b>RR/US 33 TIF/Other Services &amp; Charges</b>	
9/21/2021	Menards - Goshen Store # 3096 (01046)		\$28.94
10/6/2021	Menards - Goshen Store # 3096 (01046)		\$28.94
<b>Line Total for Period:</b>			<b>\$57.88</b>
<b>Total Expenditures for Period:</b>			<b>\$22,366.15</b>



# October 2021 Redevelopment Staff Report

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**PROJECT: RAILROAD QUIET ZONE FROM KERCHER ROAD TO LINCOLN AVENUE**

## PROJECT DESCRIPTION

Establishment of a Quiet Zone along the Norfolk Southern Railroad Marion Branch from Washington Ave to Kercher Ave.

## PROJECT UPDATE

Here is the updated schedule for the implementation of the Quiet Zone:

- Spring 2021 – Installation of signs and delineators at the railroad crossings.
- Summer 2021– Traffic counts to be done at each of the railroad crossings.
- Fall 2021 – Madison Street will have flasher and gates installed which is anticipated to cost approximately \$400,000. INDOT has agreed to pay 90% of the project. INDOT is improving the crossing as a part of the Crossing Safety Improvement funds. The project is expected to be completed in 2021.
- Fall 2021 – Submit the Public Authority Application (PAA) to Federal Railroad Administration (FRA) for review, which typically takes 2 months.
- Fall/Winter 2021 – Railroad Quiet Zone is anticipated to be “in-service”.

The City met with the Federal Railroad Administration (FRA) and INDOT at the end of July 2019 to review the plans implementation status and finalize the proposed changes. An addendum to the Notice of Intent with the proposed changes have been submitted to FRA, INDOT, and Norfolk and Southern for comment.

A review of the Madison Street railroad crossing occurred with INDOT and Norfolk Southern (NS) on February 19, 2020. NS noted the design would take 12 to 18 months to complete, but that timeline was established before COVID. Contact was made with INDOT on 8/04/21, and they will assist by having an invoice sent to initiate the work. The City anticipates the installation of the center dividers beginning in 2021.

---

**PROJECT: STEURY AVENUE RECONSTRUCTION AND STORMWATER DETENTION AREA**

## PROJECT DESCRIPTION

This project has grown out of the recent improvements along the Lincoln Avenue and Steury Avenue corridor with the expansion of GDC, Lions Head, the Goshen Street Department, Goshen Police Department’s Training facility and the Goshen Central Garage. This corridor no longer supports the additional vehicle loads and has been chip and sealed to extend the service life of the current pavement. The intersection of Steury Avenue and Lincoln has small turning radiuses, which causes semi-traffic serving the corridor to make wide swings onto and off of Steury Avenue and Lincoln. Drainage is effectively non-existent along the roadway corridor and there are limited opportunities to improve the drainage without looking outside the corridor. In addition to the functionality of the roadway, the roadway’s appearance does not reflect the investment the adjoining companies have made on their properties. The overall plan is to reconstruct both roadways, adding turning lanes and improving intersections while also addressing utility needs.

## PROJECT UPDATE

Phase I of the project has been completed which was construction of the pond at the old salvage yard. The next phase of the project will include new water main and storm sewer installation for both Lincoln Avenue from the creek to just past Troyer Carpets and Steury Avenue from Lincoln to the “S” curves. The water main project, which was a Water Utility project, east of Steury Avenue, was completed in December 2020, with successful improvement of fire flow capability in East Goshen. The plan is to bid the remaining work for East Lincoln and Steury Avenue this to allow for construction to begin in 2022. We are currently coordinating with NIPSCO electric to complete their electric pole relocation work and they have committed to having it completed before the end of the year.

---

**PROJECT:       KERCHER ROAD RETENTION AREA**

PROJECT DESCRIPTION

Development of a plan for a stormwater retention area on the north side of Kercher Road, just east of the railroad tracks. This project will address some of the flooding problems in the Goshen Industrial Park

PROJECT UPDATE

All work has been completed on the first phase of this project. An easement needs to be acquired from Benteler, and then the project can be bid. Goshen Engineering continues to work towards bidding this project. Construction is planned for the spring of 2022.

---

**PROJECT:       PLYMOUTH AVENUE AREA STORMWATER PROJECT**

PROJECT DESCRIPTION

The city owns an existing stormwater facility located on the south side of State Road 119 and east of Lighthouse Lane. This facility does not adequately address the stormwater issues in the area. The project will supplement existing public stormwater facilities by constructing additional interconnecting detention areas in partnership with the developer of The Crossing, a residential subdivision. The project will also include the extension of Lighthouse Lane to connect to The Crossing.

PROJECT UPDATE

The agreement negotiation with the Barak Group, LLC, ended without an agreement. Agreements are in place with the adjoining property owners to allow the drainage improvements to proceed. To avoid loss of the collected TIF funds, Civil City is partnering with the Redevelopment Commission to fund the stormwater design. The final design components are being addressed and it is anticipated that we will bid the project in October to allow for a November contract award with construction to begin before the end of the year.

---

**PROJECT:       FORMER WESTERN RUBBER SITE**

PROJECT DESCRIPTION

The Western Rubber site went through an extensive demolition and environmental remediation process and is now considered a buildable site. The vacant parcel contains approximately 170,000 square feet and is located east of the Norfolk Railroad, north of the Plymouth Avenue.

PROJECT UPDATE

A Request for Proposals (RFP) was issued in April, 2021, with the initial round of proposals due May 11. No offers were received exceeding the fair market price of \$175,000. A second round of proposals is due June 11.. The Commission has now met the legal requirements to negotiate a purchase agreement with a prospective buyer, without having to issue a new RFP.

---

**PROJECT:       MULTI-USE PAVILION AND ICE RINK**

PROJECT DESCRIPTION

A market analysis/feasibility study was completed in October 2017 to evaluate the ice rink/multi-use pavilion project on the west side of the Millrace Canal and the results were favorable. The concept is to have a parks' department operated facility that will function year-round for programming and events. Public feedback was incorporated into the study and all interviewed community members are in support of the idea. The City has received a \$300,000 grant from the Regional Cities initiative and \$1,000,000 from the Elkhart County Community Foundation. Mayor Stutsman has received a \$1,000,000 anonymous private commitment and he continues to talk with other potential donors to fulfill the costs of the project. The Commission has pledged \$2,500,000 as part of the approval of our 5 Year Capital Plan.

PROJECT UPDATE

The Mayor has asked to place this project on hold until the financial impact of the COVID-19 virus can be determined. (See the update on the Madison Street Bridge Improvement for current activity in this area).

---

**PROJECT: RIVER ART**

PROJECT DESCRIPTION

A Development Agreement is currently in place with InSite Development for development of an apartment complex (River Art) at the northwest corner of 3<sup>rd</sup> and Jefferson. The renovation of the north end of the Hawks building was part of the same agreement and this portion of the work is now complete.

PROJECT UPDATE

The developer will be updating the Commission at the November Commission meeting regarding development plans. More information will be presented next month.

---

**PROJECT: DOWNTOWN VAULT ASSESSMENT**

PROJECT DESCRIPTION

Downtown vaults have been discussed for many years as a public safety concern. Since the incident in 2012, effort and resources have been committed to identify, assess, and eliminate vaults. Many vaults have removed, but there are approximately 26 vaults remaining. Work through the next steps, staff determined a vault assessment by a structural engineer was necessary. The Commission agreed to fund the assessment, and a contract was awarded to Clear Creek & Associates.

PROJECT UPDATE

The vault assessments are complete, and assessments have been forwarded to each property owner for consideration. There were two vaults deemed immediate concerns and there are other vaults that were identified as needing repairs or closure. At the May Redevelopment meeting, Goshen Redevelopment agreed to provide partial financial support for vault closures. Goshen Engineering has sent out notices to all property owners with vaults, and applications to participate are being received. The last date to submit an application is December 17, 2021. Vault closure work will begin in 2022.

---

**PROJECT: EISENHOWER DRIVE RECONSTRUCTION**

PROJECT DESCRIPTION

Eisenhower Drive North and South's pavement has been chip and sealed multiple times in the last ten years and is ready for reconstruction. Goshen Engineering has prepared bid documents for the full reconstruction of the pavement cross section.

PROJECT UPDATE

The project was bid in November 2020, and awarded in December to Phend and Brown. Construction is still ongoing. The contractor is to be complete with their work by August 15, but that deadline will not be met. The contractor, Phend and Brown, pulled off the project because of time restrictions on another project that had higher liquidated damages. Work is not anticipated to be completed by the end of August.

---

**PROJECT: MILLRACE TOWNHOME SITE**

PROJECT DESCRIPTION

The Redevelopment Commission issued an RFP for the Millrace Townhome site on River Race Drive and received two proposals. A committee was established to review both proposals and make a recommendation to the board. The committee, which included members of the Redevelopment Commission, the Mayor and City staff, recommended that the Commission select the proposal from Insite Development as the preferred project. The proposed project includes 16 town homes, ranging

in size from 2,500 to 3,000 square feet. All homes would feature private garages, decks and courtyards. Total private investment is projected to be \$4.2 million, with construction being completed in 2020.

At the December Redevelopment meeting, the Commission authorized staff to negotiate a development agreement with Insite Development.

PROJECT UPDATE

The developer has updated his plans for this area and will be providing an update to the Commission in November.

---

**PROJECT: COLLEGE AVE FROM US 33 TO RAILROAD XING**

PROJECT DESCRIPTION

This federally funded project consists of adding a center turn lane and a 10 foot multi-use path on the north side of College Ave from US 33 to the railroad crossing. The project is expected to be under construction in 2025.

The City selected American Structurepoint to complete the design.

PROJECT UPDATE

American Structurepoint is currently working on the survey and utility data collection.

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**PROJECT: WATERFORD MILLS PARKWAY FROM SR 15 TO CR 40**

PROJECT DESCRIPTION

The next phase of the Waterford Mills Parkway project will be to extend the road to the west and connect to CR 40, east of the existing bridge. The City of Goshen and Elkhart County will be working together to design and build this project, with the County taking the lead role.

PROJECT UPDATE

The County has prepared preliminary analysis of possible alignments, including a “no build” option. The County hired Lochmueller Group to conduct a traffic study, to further evaluate the options and prepared an interlocal agreement, which defined the roles and responsibilities of both parties in the design and construction of this roadway. At this time, no action is triggered by the traffic study but will be amended if circumstances change with further development within the Southeast TIF.

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**PROJECT: MADISON STREET BRIDGE REPLACEMENT**

PROJECT DESCRIPTION

The replacement of the Madison Street Bridge is necessary prior to the construction of the Multi-Use Pavilion, as it will be required to handle heavy truck traffic during construction of the pavilion. The project is planned for construction during the 2021 construction season and will cost an estimated \$610,000.

PROJECT UPDATE

On September 8, 2020, the Redevelopment Commission approved the issuance of a Request for Proposals (RFP) for design services. The design will include an evaluation of various bridge design alternatives prior to preparing full design and construction documents. The design is approximately sixty-percent complete. A timeline for bidding the project is uncertain, and the project may be set aside as a shovel ready project until a development plan for the west side of the canal is brought forward.

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**PROJECT: SOUTH FIRE STATION STUDY**

PROJECT DESCRIPTION



The Five-Year Capital Plan includes the construction of a new south fire station. There is \$200,000 allocated for design and an additional \$4 million earmarked for construction. The new fire station was originally intended to replace the College Avenue station and but recent negotiations with Elkhart Township have instead led to the decision to instead plan for a fourth station near the Goshen Airport.

PROJECT UPDATE

Prior to the complete design of the new fire station, a study is being completed to develop a program of requirements and a final schematic design with cost estimates. These plans will serve to guide the development of architectural plans and construction documents. BKV Group was selected to conduct the study and City staff has held several meetings to develop the project goals and needs. It is anticipated that the final report will be provided to the Commission in December.

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**PROJECT: WEST JEFFERSON STREETScape**

PROJECT DESCRIPTION

The Five-Year Capital Plan include the reconstruction of West Jefferson Street between Third Street and Main Street. The project will incorporate the use of brick pavers to address stormwater restrictions in this area. The project will also include the reconfiguration of parking, decorative street lighting, and street trees. The estimated cost of the project is \$500,000, plus and an additional cost of \$100,000 for design fees.

PROJECT UPDATE

The Commission approved the issuance of RFP for design of the street improvements but issuance was delayed until the RDC was able to acquire the property at 113 W Jefferson Street. A contract has been executed with A&Z Engineering to complete necessary survey work for this area. We anticipate issuing an RFP for geotechnical evaluation, as well, and completing design in-house to bid early next year.

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**PROJECT: ELKHART COUNTY COURT COMPLEX**

PROJECT DESCRIPTION

Elkhart County has selected a site located on Reliance Road to construct the new Court Complex. Due to the projected increase in traffic that will be generated by the new complex, several road improvements are required to increase capacity. Since this project is located in the River Race/US 33 TIF area, the Redevelopment Commission has pledged \$1.5 million in TIF revenue to fund the improvements. The County has pledged an additional \$500,000 to assist in paying for these improvements. This project will be designed and constructed through the City of Goshen and is expected to start construction in 2023.

PROJECT UPDATE

The City and County worked with JPR to complete a Traffic Impact Study (TIS) for the area based upon the new court complex and the changes in traffic patterns that can be expected. The report is now complete and has been approved by INDOT. Elkhart County has confirmed their funding commitment for the overall project and A&Z Engineering has been hired to complete the design. It's anticipated that the project will be ready to bid next year.

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**PROJECT: KERCHER WELLFIELD LAND PURCHASE**

PROJECT DESCRIPTION

The Kercher Wellfield located in the Goshen Industrial Park requires the replacement of one of its three wells. Because the wellfield is sitting on a postage stamp property, the site is unable to support the development of another well without the purchase of additional land.

PROJECT UPDATE

Goshen Utilities is in negotiation of for the additional land purchase, but is working through the due diligence process to verify potential environmental concerns in the soil and groundwater. At the Board of Works meeting on March 1, 2021, agreements with Roberts Environmental and Peerless Midwest were approved to complete the due diligence process. A meeting with the Indiana Department of Environmental Management has been scheduled to review environmental findings and plan for future upgrades.

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**PROJECT: FIDLER POND CONNECTOR PATH**

PROJECT DESCRIPTION

This project will create a pedestrian path connecting the College Avenue path to Fidler Pond Park. The path will be constructed in two phases. Initially, the Oak Lane roadway will act as the pathway while the trail is constructed from the north end of the road to the park. Sharrows will be added to Oak Lane during Phase One and Phase Two will include reconstructing Oak Lane with curb and gutter and the installation of a separated pedestrian trail.

PROJECT UPDATE

Engineering has prepared preliminary drawing and engineer's estimates for both phases. After the final alignment is determined a neighborhood meeting will be scheduled to receive comments. Final design may be completed in-house. If not, a RFP for design services will be issued. Optimistically, construction is anticipated to occur in 2022.

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**PROJECT: EAST COLLEGE AVENUE INDUSTRIAL DEVELOPMENT**

PROJECT DESCRIPTION

Last Dance, LLC has purchased 313 acres of farmland on East College Avenue just east of the railroad tracks. A portion of the land was previously annexed by Lippert for development but the project never came to life. Last Dance has now purchased additional land and is partnering with the City on the infrastructure. They've hired Abonmarche to complete the design of a new water main loop from College to CR 31 to CR 38 to connect at Century Drive, extension of sewer mains beneath the railroad to serve the new industrial area, a new public water/sewer/roadway loop within the first phase of the development and substantial stormwater improvements. The project is being funded by a combination of existing TIF funds and by a city-issued bond that will be purchased by the developer and repaid through future TIF revenues. Annexation of the additional land has been completed.

PROJECT UPDATE

Abonmarche has submitted 60% design plans to the City for review. It is anticipated that this project will go through the City's Tech Review process next month with the project being bid in December. We are currently working through the bond issuance process and anticipate closing on the bonds in December.