



**GOSHEN REDEVELOPMENT COMMISSION  
AGENDA FOR THE REGULAR MEETING OF November 9, 2021**

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

The Goshen Redevelopment Commission will meet on November 9, 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** – Regular Meeting & Executive Session
- 4. PRESENTATION – Jason Semler, BakerTilly** – Annual presentation of information for the governing bodies of all taxing units within an allocated area.
  - a. The Commission’s budget with respect to allocated property tax proceeds.
  - b. The long term plans for the allocation area.
  - c. The impact on each of the taxing units.
- 4. NEW BUSINESS**

**Resolution 68-2021** - Approve Request to Negotiate and Execute Agreement with Alt & Witzig Engineering, Inc. for Geotechnical Services for West Jefferson Street Reconstruction

**Resolution 69-2021** – Approve Request to Solicit Bids for the Construction of Stormwater Infrastructure along Southside Park Court to allow for Genesis Project Expansion
- 5. DISCUSSION**

2022 Meeting Dates  
TIF Policy for Multi Family Projects
- 6. APPROVAL OF REGISTER OF CLAIMS**
- 7. MONTHLY REDEVELOPMENT STAFF REPORT**
- 8. 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.
- 9. ANNOUNCEMENTS**

Next Regular Meeting – December 14, 2021 at 3:00 p.m.

# **GOSHEN REDEVELOPMENT COMMISSION**

## **Minutes for the Regular Meeting of October 12, 2021**

The Goshen Redevelopment Commission met in a regular meeting 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.

### **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

### **CHANGES TO THE AGENDA**

Commission President Turner stated there was a request to add Resolution 67-2021 – Resolution of the Goshen Redevelopment Commission Pledging TIF Revenue to the agenda.

A motion was made by Commissioner Weddell and seconded by Commissioner Stump to add Resolution 67-2021 to the agenda.

The motion was adopted unanimously.

### **APPROVAL OF MINUTES**

A motion was made by Commissioner Johnson and seconded by Commissioner Stump to approve the minutes of the September 14, 2021 meeting.

The motion was adopted unanimously.

**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

Commission President Turner opened the public hearing on the 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 at 3:01 p.m.

No one spoke during the public hearing, and the public hearing was closed.

**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

(1:50) Becky Hutsell, Redevelopment Director, stated that these parcels were carved out of the Lippert/Dierdorff TIF and the five additional parcels that have been annexed for the new College Avenue TIF. The resolution states that we have followed all the proper steps and this is the final resolution.

A motion was made by Commissioner Weddell and seconded by Commissioner Garber to approve Resolution 60-2021.

The motion was adopted unanimously.

**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

(3:20) Becky Hutsell, Redevelopment Director, stated we have an executed purchase agreement for this property and as part of the agreement the City will conduct all necessary environmental assessments prior to closing. Received 3 quotes and would like to move forward with Roberts Environmental with a quote of \$1250.00 and will complete within two weeks.

A motion was made by Commissioner Weddell and seconded by Commissioner Stump to approve Resolution 62-2021.

The motion was adopted unanimously.

**Resolution 63-2021** – Ratify Execution of Agreement with A & Z Engineering, LLC for Survey of Jefferson Street Reconstruction from Main Street to Third Street

(5:25) Becky Hutsell, Redevelopment Director, asking for ratification of the agreement with A & Z Engineering based on the scope of work that was approved at the September meeting. The proposal is for \$4500.00 and to be completed within 30 days after the Notice to Proceed.

A motion was made by Commissioner Weddell and seconded by Commissioner Stump to approve Resolution 63-2021.

The motion was adopted unanimously.

**Resolution 64-2021** – Ratify Execution of Agreement with A & Z Engineering, LLC for Public Infrastructure for the Elkhart County Court Consolidation

(6:50) Becky Hutsell, Redevelopment Director, asking for ratification of the agreement with A & Z Engineering based on the scope of work that was approved at the September meeting. Ms. Hutsell detailed the improvements to County Road 28 and Reliance Road. The amount is \$395,995.00.

A motion was made by Commissioner Weddell and seconded by Commissioner Garber to approve Resolution 64-2021.

The motion was adopted unanimously.

**Resolution 65-2021** – Authorizing Preapproved Payments for Certain Expenses

(11:09) Becky Hutsell, Redevelopment Director, certain items detailed in the resolution that will allow us to submit claims to the Clerk/Treasurer's office for payment in advance of approval from the Commission. Details are in the resolution.

A motion was made by Commissioner Weddell and seconded by Commissioner Stump to approve Resolution 65-2021.

The motion was adopted unanimously.

**Resolution 66-2021** – Award Contract and Authorize Issuance of Purchase Order to Geveko Markings, Inc. for Decorative Crosswalk Materials.

(13:23) Josh Corwin, City Engineer, received two quotes for the downtown crosswalk materials and Geveko submitted the lowest quote. The Commission had previously approved the thermoplastic brick pattern sheets to be purchased and installed by the Street Department. Geveko Markings will provide training. The amount is \$41,635.00.

A motion was made by Commissioner Weddell and seconded by Commissioner Stump to approve Resolution 66-2021.

The motion was adopted unanimously.

**Resolution 67-2021** – Resolution of the Goshen Redevelopment Commission Pledging TIF Revenues (18:45) Becky Hutsell, Redevelopment Director, have completed the process of modifying the TIF and establishing a new College Avenue TIF. The next step in this process is to move forward with issuing the bond and this resolution is a component to that. This is following all the terms set forth in the development agreement.

A motion was made by Commissioner Weddell and seconded by Commissioner Garber to approve Resolution 66-2021.

The motion was adopted unanimously.

## **DISCUSSION**

### **Renumbering of Resolution 52-2021 to 61-2021**

Tracee Norton, Administrative Assistant, told the Commission that there was a duplication of a resolution number. Resolution 52-2021 – Acquisition of Real Estate at 113 West Jefferson Street was approved by the Commission in August. In September that same resolution number was mistakenly used again. Asking the Commission to approve renumbering Resolution 52-2021 to 61-2021.

A motion was made by Commissioner Stump and seconded by Commissioner Weddell to approve the renumbering of Resolution 52-2021 – Acquisition of Real Estate at 113 West Jefferson Street to 61-2021.

The motion was adopted unanimously.

### **Park Maintenance Facility**

(21:40) Becky Hutsell, Redevelopment Director, the capital plan includes funding to construct the new park maintenance building. We have \$500,000 in the capital plan for this project. With site work, fencing, building and utilities, the project estimate is 2 million. The Mayor is interested in knowing if the Commission would be willing to fund an additional \$500,000. Civil City would pay ½ and the Commission ½. Have the funds in the budget for this year that can be encumbered to cover the additional. Looking for thoughts and feedback from the Commission.

23:00 questions and comments.

After discussion, Commission members agreed to fund the additional \$500,000.

**APPROVAL OF REGISTER OF CLAIMS**

A motion was made by Commissioner Stump and seconded by Commissioner Weddell to approve payment of the Register of Claims totaling \$22,366.15.

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 Brett Weddell asked what the next step is in the bond issuance. Ms. Hutsell stated that the next procedural step is City Council on November 9th for a first reading, then the Economic Development Commission and back to City Council for a second reading on November 19th. Commissioner Weddell stated to Commission members that if you support this project reach out to Council members and express your support and also come to the Council meeting to improve the understanding of how the city can grow. Ms. Hutsell told the Commission of a presentation in the changes in economic development by Ball State on Wednesday night at Goshen Theatre.

**ANNOUNCEMENTS**

It was announced that the next regular meeting is scheduled for November 9, 2021 at 3:00 p.m.

**ADJOURNMENT**

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

The motion was adopted unanimously.

The regular meeting was adjourned at 3:47 p.m.

**APPROVED** on November 9, 2021

**GOSHEN REDEVELOPMENT COMMISSION**

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Vince Turner, President

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Andrea Johnson, Secretary

# **GOSHEN REDEVELOPMENT COMMISSION**

## **Minutes for the Executive Session of October 28, 2021**

The Goshen Redevelopment Commission met in an executive session on October 28, 2021 pursuant to the notice given. The executive session was held in the Conference Room at the Annex Building, 204 East Jefferson Street, Goshen, Indiana.

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

The executive session 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:

### **PURPOSE OF EXECUTIVE SESSION**

The executive session was held as authorized by Indiana Code § 5-14-1.5-6.1(b) (2) (D) and § 5-14-1.5-6.1(b) (4) (I) for discussion of strategy with respect to the purchase or lease of real property by the Goshen Redevelopment Commission.

No subject matter was discussed in the executive session other than the subject matter specified in the public notice.

### **ADJOURNMENT**

The executive session was adjourned at 9:32 a.m.

**APPROVED** on November 9, 2021

**GOSHEN REDEVELOPMENT COMMISSION**

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Vince Turner, President

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Andrea Johnson, Secretary

**RESOLUTION 68-2021**

**Authorization to Negotiate and Execute an Agreement with Alt & Witzig  
Engineering, Inc. for Geotechnical Services for West Jefferson Street  
Reconstruction**

WHEREAS Goshen Engineering solicited a Request for Quotes for geotechnical services on October 8, 2021.

WHEREAS two proposals were received.

NOW, THEREFORE, BE IT RESOLVED that Becky Hutsell, Redevelopment Director is authorized to negotiate and execute an Agreement for Geotechnical Services with Alt & Witzig Engineering, Inc. for West Jefferson Street Reconstruction on behalf of the City of Goshen and Goshen Redevelopment Commission.

PASSED and ADOPTED on November 9, 2021

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Vince Turner, President

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Andrea Johnson, Secretary



**Engineering Department  
CITY OF GOSHEN**

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

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

## MEMORANDUM

TO: Redevelopment Commission

FROM: City of Goshen Engineering Department

RE: **JEFFERSON STREET RECONSTRUCTION FROM MAIN TO 3RD  
REQUEST TO EXECUTE GEOTECHNICAL CONTRACT  
PN: 2020-0028**

DATE: November 3, 2021

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On October 8, 2021, The City of Goshen Engineering Department solicited Requests for Quotes for geotechnical services for the Jefferson Street Reconstruction. The proposals were due to the City of Goshen Engineering Department on October 29, 2021. Four quotes were solicited and two quotes were received from Alt & Witzig Engineering, Inc. and Patriot Engineering and Environmental, Inc.

Alt & Witzig Engineering, Inc.	\$5,950.00
Patriot Engineering and Environmental, Inc.	\$6,600.00

The City has successfully worked with both companies, and we are requesting Redevelopment Commission's approval to execute the contract with Alt & Witzig Engineering, Inc. for \$5,950.00.

Thank you for your consideration of this request.





# Alt & Witzig Engineering, Inc.

1418 86<sup>th</sup> Place • Merrillville, Indiana 46410  
(574) 276-4151 • JBennett@altwitzig.com

October 19, 2021

City of Goshen Engineering Department  
204 East Jefferson Street, Suite 1  
Goshen, IN 46528  
Attention: Mr. Jason Hoffman

RE: Subsurface Exploration &  
Geotechnical Recommendations  
Jefferson Street  
Goshen, Indiana  
Alt & Witzig Engineering Proposal: 2110FW011

Dear Mr. Hoffman:

We are pleased to provide our cost estimate for the Subsurface Investigation for the Jefferson Street Reconstruction project in Goshen, Indiana.

## Scope of Work

The purpose of our subsurface investigation will be to provide information for use in design of the structural support of the proposed road reconstruction. Our subsurface investigation will include, but not limited to, the following:

- Determination of the subsurface soil and groundwater conditions at the site to the depths that would be significantly affected by the structure installation.
- Providing a detailed description of the subsurface conditions including soil type ground water conditions, material suitability as fill material for pavements and structure, and the net allowable subgrade bearing pressures.
- Providing recommendations on the most suitable foundation system for the proposed structures.
- Providing applicable soil properties for pavement design parameters.
- Providing recommendations relating to construction including earthmoving recommendations and suitability of existing soils for mass earthwork and/or wall backfill.

- Providing a pavement design utilizing PaveDrain blocks

### Field Exploration

As per your request, we propose to investigate the subsurface soil and groundwater conditions at the site by drilling exploratory test bores. You have requested that the borings at this site be performed in accordance with the following scope:

#### **Proposed Boring Program**

3 borings @ 15-feet each at approximate locations provided

The actual number and depth of test borings will be dependent upon the soil conditions encountered as the drilling progresses.

All borings will be performed in accordance with ASTM standards and samples will be extracted by means of split spoon sampler at regular intervals. If soft soils are encountered, additional samples will be obtained for further laboratory analysis by means of Shelby Tube Sampler. The results of these tests may help in determining the use of other sampling or testing methods during the final subsurface exploration at this site.

Prior to boring operations, it is requested that Alt & Witzig Engineering and a representative from the existing facility for the project meet on site to discuss the boring locations. If a solid understanding of the private utilities at this site is not understood, it may be necessary to perform a private utility locate. This can be performed by the owner of the facility or be employed by Alt & Witzig Engineering at fee of cost + 10%.

In order to aide in determining the seismic site class additional testing may be required. Upon completion of the 50-foot boring if we are not able to determine that the site is a Site Class C it may be advantageous to perform a seismic surface wave survey. The necessity of this testing will be determined upon completion of the borings and calculation of the initial seismic site class.

### Laboratory Testing

The subsurface investigation will include laboratory testing to determine the classification, strength, compressibility, and other characteristics of the foundation materials as necessary.

At a minimum the following laboratory analyses will be performed:

- USCS site classifications in accordance with ASTM D-2487.
- Moisture Content determination in accordance with ASTM D-2216 on cohesive samples.
- Suitable samples of the cohesive soil will be tested for unconfined compression by use



Thank you for this opportunity to offer our services. If you have any questions or require additional information, please contact us at your convenience. We look forward to working with you on this and future projects.

Sincerely,  
ALT & WITZIG ENGINEERING, INC.



Jason R. Bennett, P.E.

***Notice to Proceed***

We request written authorization before any work can be performed on a project. For your convenience, please feel free to return a photocopy of this entire proposal via fax at (260) 482-9652 or email: [jbennett@altwitzig.com](mailto:jbennett@altwitzig.com) with an appropriate authorization signature.

Terms of payment are **Net 30 Days**. Balances over 30 days bear interest at 1-1/2% per month. In the event Alt & Witzig Engineering, Inc. is required to employ an attorney to collect any balances due, I agree to pay reasonable costs and attorney fees.

*A&W Client of Record:*

By: \_\_\_\_\_  
Authorization Signature

\_\_\_\_\_  
Name (Printed)

\_\_\_\_\_  
Company

\_\_\_\_\_  
Date



October 19, 2021

Mr. Jason Hoffman  
City of Goshen  
Engineering Department  
204 East Jefferson Street  
Goshen, Indiana 46528

Re: Proposal for Geotechnical Engineering Investigation  
**Jefferson Street Reconstruction  
Along Jefferson Street  
Goshen, Indiana**  
Patriot Proposal No.: P21-1920-04G

Dear Jason:

Patriot Engineering and Environmental, Inc. (*Patriot*) appreciates the opportunity to submit this proposal to perform a Geotechnical Engineering Investigation for the above referenced project. Presented in this proposal is an outline of our understanding of the proposed project, our proposed work plan, estimated fee and schedule.

#### Project Description

The proposed project includes the Installation of a new concrete curb, block paver roadway, new utilities, driveway approaches and sidewalks along Jefferson Street between Main Street and 3<sup>rd</sup> Street in Goshen, Indiana. We understand that the City will mark boring locations at the site. No further information is available at this time of proposal.

A summary of our scope of work is provided below. Additional details about the scope of work, limitations, etc. are presented in the attached appendix.

#### Drilling Services

- Per the *City's* request, *Patriot* will drill a total of three (3) soil borings, for a total of 45 lineal feet of drilling. The details of the proposed soil borings are outlined below:
  - Four (4) soil borings to a depth of 15 feet each
  - Prior to each soil boring the pavement will be cored and a pavement sample will be collected.
  - Following the pavement cores, we will measure the thickness of base course material (if it exist) and collect bag samples from the base course material (if possible).
- Split-spoon samples and Standard Penetration Tests values (commonly referred to as the blow-count or N-value) will be obtained in advance of the augers continuously to a termination depth of 15 feet per ASTM Method D-1586.

- Shelby tube samples may be obtained in cohesive soil strata-of-interest.
- Monitor the borings for the presence of groundwater during and immediately following completion of the boring.
- Upon completion of the borings, the boreholes will be backfilled with a mixture of auger cuttings and bentonite chips and borings drilled in concrete and asphalt paved areas will be patched with appropriate materials prior to demobilization.
- The field drilling work should take one (1) day to complete.

#### Laboratory Services

- After the fieldwork is completed, we will return samples to *Patriot's* soils laboratory to perform the appropriate laboratory testing. The laboratory testing will include the following:
  - Visual classifications of collected samples
  - Natural moisture contents on cohesive samples
  - Cohesive soil strength estimated by a hand penetrometer
  - Standard Proctor Test (Optional Task-1)
  - Resilient Modulus Test (Optional Task-1)
- Laboratory testing will be performed in general accordance with applicable ASTM methods.

#### Engineering Services

- *Patriot* will call public utilities (811) to “clearing utilities” within the public domain prior to the start of the subsurface exploration. The “clearing of utilities” outside of the public domain shall be the responsibility of the property owner or manager and coordinated with *Patriot*. No private utility locate will be performed by *Patriot*.
- *Patriot* will visit the project site prior to drilling to observe and note ground cover, existing structures, pavement, site access and topographic conditions.
- Based on results of the fieldwork and laboratory testing, we will prepare a Geotechnical Engineering Report. The report will present field, soil boring logs and laboratory test data. The report will also include recommendations to aid in design of the proposed concrete curb, asphalt roadway, storm structures and pipes, driveway approaches and sidewalks, as well as providing a discussion regarding potential construction difficulties due to soil and groundwater conditions.
- If road pavement design parameters are required to be determined, we can perform Standard Proctor Test and Resilient Modulus Test (Optional Task 1). Otherwise, we will provide values based on empirical relationships for the soil conditions encountered.
- *Patriot* will initiate project activities upon receipt of the attached Proposal Acceptance Agreement, authorizing us to begin work. The field drilling work should take one (1) day to complete. We would expect to issue our engineering report by November 24, 2021. However, verbal results can be provided shortly after the fieldwork is completed.

Estimated Project Cost

Based upon the information provided and as outlined in our attached work plan, along with our experience with similar projects, we have provided an estimate of the project cost below:

**Geotechnical Engineering Investigation** **\$4,600.00**  
(Includes soil borings as outlined above, and geotechnical engineering investigation report.)

**Optional Task No. 1 – Traffic Control Services** **\$1,200.00**  
(Includes hiring a subcontractor for traffic control services to safely perform our work within the roadway. Alternatively, the *Client* can directly hire a traffic control services provider.)

**Optional Task No. 2 – Laboratory Standard Proctor Test and Resilient Modulus Test** **\$800.00**

Work performed outside the Scope of Work discussed in this proposal will be performed at a unit rate basis (Refer to attached Fee Schedule) for the actual work performed. Such work will be considered a change in scope.

As our formal authorization to proceed, please complete and sign the Proposal Acceptance Agreement form included with this proposal, indicating proper billing instructions, and return an executed copy of this acceptance agreement for our files. Also, please note the Terms and Conditions included with this proposal, which is an integral part of this proposal. Alternatively, this work may be authorized by a written purchase order or a letter instructing us to proceed, which provides for the Terms and Conditions herein.

If you have questions regarding this proposal or require additional information, please do not hesitate to contact us.

Company Contact Information

Irfan Syed  
Direct: 317-558-5060  
Fax: 317-576-1965  
Email: [isyed@patrioteng.com](mailto:isyed@patrioteng.com)

Salim Ilmudeen  
Office: 317-576-8058  
Fax: 317-576-1965  
Email: [silmudeen@patrioteng.com](mailto:silmudeen@patrioteng.com)

Patriot Engineering – Technical Capabilities

Patriot Engineering and Environmental, Inc. provides clients exceptional talent within our Geotechnical Engineering Group. The Geotechnical Group consists of nineteen (19) engineers, six (6) having master's Degrees, one (1) having a Ph.D. degree and a total of thirteen (13) of the engineers being registered as professional engineers. The Geotechnical Group also has geologists, soil laboratory technicians and drillers which assist this group as needed with laboratory testing, fieldwork, and coordination. List of

geotechnical engineering group staff and sample resumes are provided in the Attachments.

Patriot personnel are uniquely familiar with soil and subsurface conditions related to the proposed project site and the construction considerations relevant to the proposed project since we have performed several geotechnical engineering investigations for projects that are similar in nature. Also, we have performed several geotechnical engineering projects in Goshen and are very familiar with the anticipated subsurface conditions at the site.



## **ATTACHMENTS**

**Additional Details of Scope of  
Work and Limitations**

**Geotechnical Personnel Select**

**Resumes**

**Client References**

**Patriot Engineering W-9**

**Insurance Certificate**

**Fee Schedule**

**Terms and Conditions Proposal**

**Acceptance Agreement**

## Additional Details of Scope of Work and Limitations

### Objectives

The objectives of this geotechnical engineering investigation will be to assess the subsurface conditions within the project area and to provide recommendations to aid in the design and construction of the proposed project.

### Utilities

*Patriot* will be responsible for “clearing utilities” within the public domain prior to the start of any subsurface exploration. The “clearing of utilities” outside of the public domain shall be the responsibility of the property owner or manager and coordinated with *Patriot*. We recommend that the Client hire a private utility locator to clear the boring locations of any underground lines. Alternatively, *Patriot* can employ the use of a private utility locator to “clear” the boring locations prior to drilling for an additional cost.

### Backfill Materials

If the boreholes will be backfilled with auger cuttings upon completion of the borings, it should be noted that it is standard practice in drilling test borings to backfill with the auger cuttings. However, sometimes the backfill will settle after the borings have been completed, requiring a return trip to backfill again. If this takes place, an additional fee will be charged for the return trip. As an alternative, for an additional fee, the holes can be backfilled with bentonite or grout to reduce the potential settlement.

### Scope of Work Limitations

In preparation of this proposal, we have assumed that the site is accessible to a track-mounted drilling rig. Our drill rig and the field operations may damage landscaping areas. We assume any damage to landscaping areas by our drilling operations will be repaired by the Client. If “clearing” or “grading” of the site is required (i.e. trees, brush, crops etc.), an additional charge will be assessed. Also, we assume that the Client will make arrangements regarding our field work such as access to the drilling locations, etc. We assume that our field work will be performed during normal work hours (not weekend or night hours).

If the borings reveal inconsistent and/or marginal soil conditions requiring additional borings, deeper borings, additional samples, or additional laboratory testing, the Client’s Project Manager will be consulted immediately with regard to the possibility of modifying the proposed subsurface investigation program. Such a modification may be considered a change in scope of the Proposed Work Plan, thereby requiring a possible adjustment to the budget of this Geotechnical Engineering Investigation.

The subsurface investigation outlined in this proposal assumes that there are no hazardous materials in the soil or in the groundwater underlying the site. This investigation is not designed to detect or identify such materials. If it becomes apparent during the field investigation that hazardous materials are present, field operations will temporarily cease. The field investigation could be resumed only after the appropriate health and safety issues are addressed and the scope of our investigation modified to address this change in condition.

**Patriot Engineering and Environmental, Inc.**  
**Geotechnical Division**

NAME	EDUCATION	YEARS OF EXPERIENCE
Richard L. Johnson, P.E.	M.S.C.E. Geotechnical Engineering	55
William D. Dubois, P.E.	M.S.C.E. Geotechnical Engineering	52
Kenneth S. Bosar, P.E.	B.S. Mining Engineering	42
Ralph M. O'Quinn, P.E.	M.S.C.E Geotechnical Engineering	42
James T. Sherer, P.E.	B.S.C.E. Civil Engineering	38
Douglas B. Zabonick, P.E.	B.S. Geological Engineering	38
Timothy N. Tyler, Ph.D., P.E.	Ph.D., C.E. Geotechnical Engineering	34
Timothy C. Govert	B.S. Construction Engineering	34
Salim M. Ilmudeen, P.E.	M.S.C.E. Geotechnical Engineering	27
Richard Scruton, P.E.	B.S.C.E. Civil Engineering	24
Sean M. Smith, P.E.	B.S.C.E. Geotechnical Engineering	22
Jacob J. Vieck, P.E.	B.S.C.E. Geotechnical Engineering	15
Akshat Saxena, P.E.	M.S.C.E. Geotechnical Engineering	9
Benjamin R. Lauletta, P.E.	B.S.C.E. Geotechnical Engineering	8
Kevin D. Agostino	B.S.C.E. Civil Engineering	5
Christian Cole Pohlar, E.I.	B.S.C.E. Civil Engineering	5
Ian Grafe, E.I	B.S.C.E. Civil Engineering	3
Irfan Syed	M.S.C.E Civil Engineering	3
Logan Young, E.I.	B.S.C.E. Civil Engineering	1



## Salim M. Ilmudeen, PE Senior Project Engineer

### FIELDS OF EXPERTISE

Geotechnical engineering including shallow and deep foundation design; high rise building foundations; slope failures and slope stability analysis; pavement design; deep excavations, underpinning and earth retention systems; geotechnical instrumentation and in-situ testing.

### REGISTRATION & CERTIFICATION

Professional Engineer:  
Hawaii, PE-8644;  
Indiana – PE10606266

### EDUCATION

M.S.C.E., Civil Engineering (Geotechnical and Transportation Engineering),  
Texas Tech University, Lubbock, TX - 1992

B.Sc., Civil Engineering, University of Peradeniya,  
Sri Lanka - 1985

### PROFESSIONAL SUMMARY

Mr. Ilmudeen is a Senior Project Engineer with over 20 years of experience in the field of geotechnical engineering. He has performed foundation engineering design and provided geotechnical engineering services for a wide variety of projects. These projects included a new airport terminal complex, power plants, high rise buildings, tunnel, bridge and road construction projects, deep excavations, underpinning, earth retention systems and cut-off walls, landslides, vibration monitoring, etc.

### SELECTED PROJECT EXPERIENCE

- Carmel City Center – Phase I, Carmel, Indiana – Geotechnical engineering report review and preparation of supplementary report and design parameters for 3 to 7 story buildings with common basement and a utility tunnel 10 feet below the basement.
- Pedcore Square Buildings 4 & 5, Carmel, Indiana – Dewatering consultations and calculations for 2 buildings with 20-foot deep common basement.
- Rush Memorial Hospital, Rushville, Indiana – Dewatering consultations during construction of a new physician / office building.
- New Terminal Complex for Chicago O'Hare International Airport, Chicago, Illinois – Geotechnical engineering for a multi-level terminal building, a parking structure, airport transit system, elevated highways, bridges, concourse concrete aprons, depressed roadways, retaining walls, utility tunnel and other associated structures.
- Lake Shore East Condominiums, Chicago, Illinois – Geotechnical engineering report and design parameters for a 60-story building with a basement.
- Dept of Transportation 96-inch diameter Concrete Sewer Tunnel, Chicago, Illinois – Geotechnical design calculations, analysis of tunneling options, specifications, and design drawings for tunnel and shafts.
- Minor League Baseball Stadium, Gary, Indiana – Civil drawings and specifications for groundwater cut-off wall design alternatives such as slurry walls and sheet pile walls.
- Samsung S-Project, Seoul, Korea – Geotechnical design parameters for four 22 to 35 story buildings with 6 levels of basement extending to 84 feet below grade.
- Excelon – Calumet 350 MW Peaker Plant, Chicago, Illinois – Geotechnical and geophysical explorations, foundation design parameters, and backfilling and compaction procedures for settlement sensitive areas.





## William D. Dubois, PE Senior Principal Engineer

### FIELDS OF EXPERTISE

Geotechnical engineering; materials engineering; environmental consulting.

### REGISTRATION & CERTIFICATION

Professional Engineer: Indiana, 60018167; Kentucky, 21153; Ohio, E-49584; Illinois, 62-30719; Michigan, 47286; Missouri, 026362; Florida, 18548 and Texas, 111821

### EDUCATION

- ♦ M.S.C.E., Geotechnical Engineering, Michigan State University, 1968
- ♦ B.S., Civil Engineering, Tri-State University, 1966

### PROFESSIONAL SUMMARY

Mr. Dubois was President of Patriot Engineering and Environmental, Inc. for 18 years and now performs as a Senior Principal Engineer. He has 47 years of experience in geotechnical, materials engineering, and environmental consulting.

### PROFESSIONAL AFFILIATIONS

- American Society of Civil Engineering
- American Concrete Institute
- American Society of Testing and Materials
- Associated Builders and Constructors
- ASCE - Purdue University continuing education committee
- Indiana Construction Association
- Kiwanis Club
- Economic Club
- Indiana Sports Corporation
- Past Member of Trine University Industrial Advisory Board

### SELECTED PROJECT EXPERIENCE

- Managed geotechnical and materials investigations for over 1000 industrial plants -- generating stations; chemical processing; paper mills; heavy and light manufacturing; tank storage complexes; transmission lines.
- Provided Expert Opinion and Testimony services for commercial and residential claims and hearings.
- Geotechnical Engineer for numerous commercial shopping centers; apartment complexes; office complexes.
- Geotechnical Engineer for over 25 high-rise structures throughout the Midwest; office towers; apartment towers; parking garages; hotels; hospitals; elevated water tanks.
- Performed geotechnical engineering for sports arenas, stadiums and schools.
- Developed solutions for special problems -- slope failure evaluations; foundation failures and corrections; asphalt failures and corrections.
- Transportation -- INDOT Projects, Interstate and primary highways; bridges; earth retainage structures.
- Water related structures -- earth dams; levees.
- Pavements -- highways; parking; truck docking' airports; streets.
- Contract Manager for over 100 underground storage tank projects for major transportation companies.
- Contract Manager for Phase I and II property assessments for major investment companies.
- Geotechnical Investigations and QA/QC on landfills.





## Client References

**Name:** Matthew Gillock  
**Company:** Town of New Whiteland  
**Phone:** 317-535-4664  
**Email:** matt.gillock@newwhiteland.in.gov  
**Project Area:** New Whiteland, IN

**Name:** Mark Butler  
**Company:** Banning Engineering PC  
**Phone:** 317-707-3735  
**Email:** mbutler@banning-eng.com  
**Project Area:** Pendleton, IN

**Name:** Jonathan Query  
**Company:** HWC Engineering  
**Phone:** 317-347-3663 ext. 210  
**Email:** jquery@hwcengineering.com  
**Project Area:** Prince's Lakes/Trafalgar, IN

**Name:** Kevin Steinmetz  
**Company:** City of Greenwood  
**Phone:** 317-887-5000  
**Email:** steinmek@greenwood.in.gov  
**Project Area:** Greenwood, IN

**Name:** John Lacheta  
**Company:** Butler University  
**Phone:** 317-940-8776  
**Email:** jlacheta@butler.edu  
**Project Area:** Indianapolis, IN

# Request for Taxpayer Identification Number and Certification

**Give Form to the  
 requester. Do not  
 send to the IRS.**

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

**1** Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.  
**Patriot Engineering and Environmental, Inc.**

**2** Business name/disregarded entity name, if different from above

**3** Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

Individual/sole proprietor or single-member LLC

C Corporation

S Corporation

Partnership

Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ \_\_\_\_\_

**Note:** Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Other (see instructions) ▶ \_\_\_\_\_

**4** Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) 5

Exemption from FATCA reporting code (if any) \_\_\_\_\_

(Applies to accounts maintained outside the U.S.)

**5** Address (number, street, and apt. or suite no.) See instructions.  
**6150 E. 75th Street**

**6** City, state, and ZIP code  
**Indianapolis, IN 46250**

**7** List account number(s) here (optional)

Requester's name and address (optional)

See Specific Instructions on page 3.

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

<b>Social security number</b>									
or									
<b>Employer identification number</b>									
3	0	-	0	0	0	9	6	3	2

## Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶ 1/11/21
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## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*



PATRENG-01

KHOLDERMAN

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/13/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> License # 0019304-1 <b>Hub International Midwest East</b> 1591 Galbraith Ave SE Grand Rapids, MI 49546	<b>CONTACT NAME:</b> <b>PHONE (A/C, No, Ext):</b> (616) 233-4111 <b>FAX (A/C, No):</b> (616) 233-4110 <b>E-MAIL ADDRESS:</b>  <table style="width: 100%;"> <tr> <td style="text-align: center;"><b>INSURER(S) AFFORDING COVERAGE</b></td> <td style="text-align: center;"><b>NAIC #</b></td> </tr> <tr> <td><b>INSURER A : Amerisure Mutual Insurance Company</b></td> <td><b>23396</b></td> </tr> <tr> <td><b>INSURER B : Lexington Insurance Company</b></td> <td><b>19437</b></td> </tr> <tr> <td><b>INSURER C :</b></td> <td></td> </tr> <tr> <td><b>INSURER D :</b></td> <td></td> </tr> <tr> <td><b>INSURER E :</b></td> <td></td> </tr> <tr> <td><b>INSURER F :</b></td> <td></td> </tr> </table>	<b>INSURER(S) AFFORDING COVERAGE</b>	<b>NAIC #</b>	<b>INSURER A : Amerisure Mutual Insurance Company</b>	<b>23396</b>	<b>INSURER B : Lexington Insurance Company</b>	<b>19437</b>	<b>INSURER C :</b>		<b>INSURER D :</b>		<b>INSURER E :</b>		<b>INSURER F :</b>	
<b>INSURER(S) AFFORDING COVERAGE</b>	<b>NAIC #</b>														
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<b>INSURER C :</b>															
<b>INSURER D :</b>															
<b>INSURER E :</b>															
<b>INSURER F :</b>															
<b>INSURED</b>  <b>Patriot Engineering &amp; Environmental Co., Inc.</b> <b>Patriot Engineering &amp; Environmental, LLC</b> 6150 East 75th Street Indianapolis, IN 46250															

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			CPP2117276	4/12/2021	4/12/2022	EACH OCCURRENCE \$ <b>1,000,000</b> DAMAGE TO RENTED PREMISES (Ea occurrence) \$ <b>1,000,000</b> MED EXP (Any one person) \$ <b>15,000</b> PERSONAL & ADV INJURY \$ <b>1,000,000</b> GENERAL AGGREGATE \$ <b>2,000,000</b> PRODUCTS - COMP/OP AGG \$ <b>2,000,000</b> \$
A	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			CA2117275	4/12/2021	4/12/2022	COMBINED SINGLE LIMIT (Ea accident) \$ <b>1,000,000</b> BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ <b>0</b>			CU2117277	4/12/2021	4/12/2022	EACH OCCURRENCE \$ <b>10,000,000</b> AGGREGATE \$ <b>10,000,000</b> \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)    Y/N <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WC2117279	4/12/2021	4/12/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ <b>1,000,000</b> E.L. DISEASE - EA EMPLOYEE \$ <b>1,000,000</b> E.L. DISEASE - POLICY LIMIT \$ <b>1,000,000</b>
B	<b>Prof &amp; Pollution</b>			031711066	4/12/2021	4/12/2022	<b>5,000,000</b>
A	<b>Drilling Operations</b>			WC2117278	4/12/2021	4/12/2022	<b>Workers Compensation 1,000,000</b>

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 Rented Leased Equipment Limit - \$150,000 / Deductible - \$1,000

**CERTIFICATE HOLDER****CANCELLATION**

For Informational Purposes Only

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



PATRIOT ENGINEERING AND ENVIRONMENTAL, INC.  
Geotechnical Engineering Services  
2021 Fee Schedule

	<u>Unit</u>	<u>Unit Cost</u>
<u>PROFESSIONAL SERVICES</u>		
Expert Witness	Hour	\$315.00
Senior Principal Engineer, P.E.	Hour	\$210.00
Principal Engineer, P.E.	Hour	\$175.00
Senior Project Engineer, P.E.	Hour	\$155.00
Project Engineer, P.E.	Hour	\$125.00
Senior Engineer/Geologist	Hour	\$100.00
Geotechnical Engineer/Geologist	Hour	\$90.00
Draftsperson/CAD Technician	Hour	\$80.00
Senior Engineering Technician	Hour	\$58.00
Word Processor	Hour	\$68.00
<u>LABORATORY TESTING</u>		
Water Contents (oven dried)	Each	\$5.35
Hand Penetrometer Test	Each	\$10.00
Atterberg Limits (LL & PL)	Each	\$72.00
Grain Size Distribution	Each	\$118.50
Sieve Analysis only	Each	\$57.00
Minus #200 Sieve only	Each	\$41.50
Hydrometer only	Each	\$67.00
Natural Density	Each	\$31.00
Organic Content	Each	\$36.00
pH Determination	Each	\$31.00
Extrude & Log Shelby Tube Samples	Each	\$36.00
Standard Proctor	Each	\$145.00
Modified Proctor	Each	\$165.00
CBR Test	Each / Point	\$165.00
Unconfined Compressive Strength	Each	\$62.00
Test for pH, organic matter, soluble salts	Each	\$118.50
Triaxial Tests (CU - 3 circles)	Each	\$975.00
Consolidation Test	Each	\$450.00
Permeability Test (Cohesive Soils)	Each	\$330.00
<u>DRILLING SERVICES</u>		
Mobilization of drill rig and crew (Local)	Lump Sum	\$650.00
*plus \$4.50 per mile over 60 miles from a Patriot office		
Minimum Charge for drill rig, crew and equipment	Lump Sum	\$2,000.00
Drilling with 3.25" and 4.25" hollow stem augers with standard splitspoon sample intervals		
Under 50 feet depth and under 50 blows per foot	Foot	\$11.50
50 to 75 feet depth and under 50 blows per foot	Foot	\$14.00
Over 75 feet depth or over 50 blows per foot	Foot	\$17.25
Additional splitspoon samples beyond standard intervals	Each	\$15.00
ATV Drilling, Add	Foot	\$1.75
Mud Drilling, Add	Foot	\$6.25
Drilling without splitspoons	Foot	\$9.00
Bulk Samples (50 lb. bag)	Each	\$64.00
Rock Coring	Foot	\$36.00
Equipment, set-up for rock coring	Hole	\$90.00
Shelby Tube Samples (3 in. O.D.)	Each	\$60.00
Standby Time requested by Client or Hauling Water	Hour	\$170.00
Rental of Dozer (to assist drill rig under adverse site conditions)	Cost + 15%	
Asphalt or Concrete Plug of Drill Holes	Hole	\$36.00
Per Diem for Drill Crew per person	Per Day	\$175.00
Grouting Holes	Foot	\$9.00
Concrete Coring Through 6 to 8 inches of Floor Slab	Hole	\$278.00
Monitoring Well Installation	Foot	\$36.00
Monitoring Well Flush Manhole & Cover	Each	\$350.00
<u>GENERAL EXPENSES</u>		
Transportation by Company or Personal Car	Mile	\$0.69
Subcontractor Costs / Special Costs (i.e., film, FedEx, etc.)	Cost + 15%	
Additional Copies of Report (above 3 copies)*plus time	Page	\$0.50
Out-of-Town Living Expenses	Cost + 15%	

## TERMS AND CONDITIONS

### 1. SCOPE OF WORK

PATRIOT Engineering and Environmental Inc. (PATRIOT) shall perform the services defined in the attached proposal at the fees stated in the proposal or the attached fee schedule. Any estimate of time and materials shall not be considered as a fixed price, but only an estimate (unless otherwise specifically stated in this contract). PATRIOT will provide additional services at the listed standard fees. This offer will be valid for ninety (90) days unless otherwise stated. Upon acceptance, this proposal and associated terms and conditions shall become the contract.

### 2. RIGHT OF ENTRY

Client grants to PATRIOT the right of entry to the project site by its employees, agents, and subcontractors; to perform services, post signage, and represents that it has obtained the needed permits and licenses for the proposed work. If Client does not own the site, Client warrants and represents to PATRIOT that it has the authority and permission of the owner and occupant of the site to grant right of entry to PATRIOT.

### 3. PAYMENT TERMS

PATRIOT will submit invoices to the Client throughout the project and a final invoice upon completion of services. There shall be no retainage of fees due and payable to PATRIOT. Payment is due within fourteen (14) days of invoice receipt, regardless of whether the client has been reimbursed by any other party. Client agrees to pay interest of one and one-half percent (1½%) per month, or the maximum rate allowed by law, on past due accounts. Any attorney's fees, collection fees or other costs incurred in collecting any delinquent amount shall be paid by Client.

### 4. STANDARD OF CARE

The services shall be performed in accordance with generally accepted industry principles and practices, consistent with a level of care and skill ordinarily practiced by reputable members of the profession currently providing similar services under similar circumstances. Except as set forth herein, PATRIOT makes no other representation, guarantee, or warranty, express or implied, in fact or by law, whether any merchantability, fitness for any particular purpose or otherwise concerning any of the services which may be furnished by PATRIOT to Client. Client agrees to give PATRIOT written notice of any breach or default under this section and to give PATRIOT a reasonable opportunity to cure such breach or default, without the payment of additional fees to PATRIOT, as condition precedent to any claim for damages.

### 5. INSURANCE AND GENERAL LIABILITY

PATRIOT maintains Workers' Compensation and Employers' Liability Insurance in compliance with the laws of the state having jurisdiction over the individual employee. PATRIOT has insurance coverage under general liability, property damage, and professional liability, which PATRIOT deems to be adequate. Certificates for such policies of insurance shall be provided to Client upon request. PATRIOT may provide additional insurance coverage beyond stated limits at the Client's request and expense.

### 6. RISK ALLOCATION

Due to the very limited benefit PATRIOT will derive from this project compared to that of other parties involved, including the Client, Client agrees to limit PATRIOT'S liability to Client or any other party using or relying on PATRIOT'S work with respect to any acts or omissions including, but not limited to, breach of this contract, breach of warranty, negligence, alleged defects in PATRIOT'S performance, or other legal theory such that the total aggregate liability of PATRIOT to all those named shall not exceed a maximum limit of \$25,000 or PATRIOT'S project fee for the services rendered on this project, whichever is less.

### 7. TERMINATION

Either party may suspend performance immediately upon becoming aware of a breach of the terms of this contract by the other party and provide notice of its intention to terminate. In the event PATRIOT determines there may be a significant risk that PATRIOT'S fees may not be paid on a timely basis, PATRIOT may suspend performance and/or retain any reports, work products, or other information until Client provides PATRIOT with adequate assurances of payment. The filing of a voluntary or involuntary bankruptcy petition, appointment of a receiver, assignment for the benefit of creditors or other similar act of insolvency shall constitute a breach. Termination will become effective seven (7) calendar days after receipt of notice by the breaching party unless the event(s) giving rise to the breach are remedied within the timeframe or the party seeking termination revokes its notice. Either party, without cause, may terminate this contract upon providing ten (10) calendar days written notice to the other party.

### 8. ASSIGNS

This contract may be amended by written instrument, e-mail confirmation, or written confirmation of a verbal agreement, acknowledged or signed by both parties. Client shall not assign this proposal or any reports or information generated as a result of contracted services pursuant to this proposal without written consent of PATRIOT.

### 9. SAFETY

PATRIOT'S responsibility for safety on site shall be limited to its own personnel, subcontractors, and any individuals who are directly involved with PATRIOT'S work on site. This shall not be construed to relieve the Client or any of its contractors from their responsibilities for maintaining a safe jobsite. Neither the professional activities of PATRIOT, nor the presence of PATRIOT'S employees and its subcontractors shall be construed to imply that PATRIOT has any responsibility for any activities on the site, which are performed by personnel other than PATRIOT'S employees or subcontractors.

### 10. CONFLICTS

Should any element of the Terms and Conditions be deemed in conflict with any element of the proposal/contract, unless the proposal/contract clearly voids the conflicting element in the Terms and Conditions, wording of the Terms and Conditions shall govern. Any element of this agreement later



held to violate a law or regulation shall be deemed void, but all remaining provisions shall continue in force. The Terms and Conditions set forth herein shall survive the termination of this contract. No action, legal or otherwise, may be brought against *PATRIOT* arising from its performance of services under this contract, whether for breach of contract, tort, or otherwise, unless *PATRIOT* shall have received within two (2) years after completion of services under this contract a written notice specifying the alleged defects in *PATRIOT'S* performance or other breach.

#### 11. CONSEQUENTIAL DAMAGES

In no event shall either party be liable to the other party for any consequential, incidental, or indirect damages including, though not limited to, loss of income, loss of profits, loss or restriction of use of property, or any other business losses regardless as to whether such damages are caused by breach of contract or warranty, negligent acts or omissions, or other wrongful acts.

#### 12. DELAYS IN WORK

*PATRIOT* will charge the Client at standard fees for stand-by or non-productive time for delays in *PATRIOT'S* work caused by the Client or Client's contractors unless otherwise specifically provided for in the contract.

#### 13. SAMPLING OR TEST LOCATION(S)

Unless otherwise stated, the fees in this proposal do not include costs associated with surveying of the site for accurate horizontal and vertical locations of tests or samples which, when referenced in *PATRIOT'S* report, are based on information furnished by others and/or estimates made by *PATRIOT'S* personnel and are only considered approximations, unless otherwise stated. *PATRIOT* may deviate a reasonable distance from any test or sampling location as specified by the Client. If, in order to complete a given soil boring to its designated depth, relocating the soil sampling location and associated sampling method is necessitated by encountering impenetrable subsurface objects, all work, including the original work performed, will be charged for at the appropriate rates in the fee schedule. Client recognizes that project site conditions may vary from those encountered at the locations where the borings, surveys, sampling, monitoring, or explorations are made by *PATRIOT* and its subcontractors, and that the data interpretations and recommendations of *PATRIOT'S* and its subcontractors are based solely on the information available to them. *PATRIOT* will only be responsible for data, interpretations, and recommendations based on information obtained from the locations sampled, monitored, and explored by *PATRIOT* and its subcontractors, but shall not be responsible for the interpretations by others of the information obtained and reported.

Client recognizes that project site conditions may vary from those encountered at the locations where the borings, surveys, sampling, monitoring, or explorations are made by *PATRIOT* and its subcontractors, and that the data interpretations and recommendations of *PATRIOT'S* and its subcontractors are based solely on the information available to them. *PATRIOT* will only be responsible for data, interpretations, and recommendations based on information obtained from the locations sampled, monitored, and explored by *PATRIOT* and its subcontractors, but shall not be responsible for the interpretations by others of the information obtained and reported.

#### 14. DISPUTE RESOLUTION

Any claim or dispute made against *PATRIOT* for inadequate, negligent, or improper performance of services by *PATRIOT* pursuant to this contract must be resolved by negotiation or mediation. Any party to this contract may demand that any such disputes be resolved by negotiation or mediation, unless the parties mutually agree otherwise. The Client and *PATRIOT* further agree to include similar dispute resolution provisions in all agreements with independent contractors and consultants retained for the project and to require all independent contractors and consultants also to include similar dispute resolution provisions in all agreements with subcontractors, subconsultants, suppliers or fabricators so retained, thereby providing for negotiation or mediation as the

primary method for dispute resolution between the parties to those agreements.

#### 15. FAILURE TO FOLLOW RECOMMENDATIONS

Client will not hold *PATRIOT* or its subcontractors liable for any consequential, incidental, or indirect damages or business losses that may occur based on, or which may result from *PATRIOT'S* or its subcontractors' recommendations that are not followed. Client waives any claim against *PATRIOT* and agrees to defend, indemnify, and hold *PATRIOT* harmless from any claim, liability for injury, or business loss that results from *PATRIOT'S* recommendations that are not followed.

#### 16. FORCE MAJEURE

Neither Client nor *PATRIOT* shall hold the other responsible for damages or delays in performance caused by events beyond the control of the other party and which could not reasonably have been anticipated or prevented, including but not limited to, acts of God, materially different site conditions, wars, riots, rebellions, sabotage, fires, explosions, accidents, floods, strikes or other conceded acts of workers, lockouts, or changes in laws, regulations, or ordinances. The party intending to invoke force majeure shall provide prompt notice to the other party.

#### 17. RIGHT TO STOP OR DIRECT WORK

Since *PATRIOT'S* duties and services are limited to the scope of work proposed and contracted with the Client to perform, *PATRIOT* shall not under any circumstances give a stop-work order or direct work, either for quality, safety or any other reason, unless directed solely to *PATRIOT* personnel or its subcontractors' personnel. Neither shall *PATRIOT* be responsible for the possible consequences of not issuing a stop-work order. *PATRIOT* will only report to Client regarding the quality of the work *PATRIOT* has performed, or been contracted to observe and monitor.

#### 18. FIELD MONITORING AND CONTROL

*PATRIOT* shall not, except for its own services and for services it subcontracts, specify project site procedures, manage or supervise project work, implement or be responsible for project site health and safety procedures. *PATRIOT* shall not be responsible for the acts or omissions of other parties on the project site and shall not have control or charge of and not be responsible, without limitation, for project means, methods, techniques, sequences, or procedures. *PATRIOT'S* project services shall not relieve any other parties from their responsibility for performing work in accordance with applicable plans, specifications, safety requirements, laws, and regulations. *PATRIOT'S* proposed and contracted monitoring and testing services are limited to its proposed and contracted scope of work and does not imply or warrant that *PATRIOT* is responsible for observing all activities and personnel at the project site. If *PATRIOT* is not retained to monitor environmental remediation, mitigation, or abatement activities, Client waives any claim against *PATRIOT* and agrees to indemnify, defend, and hold *PATRIOT* harmless for any claim or liability for injury or business loss resulting from remediation, mitigation, or abatement activities.

The words "supervision", "inspection", or "control", if used in connection with *PATRIOT'S* work, are only intended to mean periodic observation or monitoring of the project work as outlined in *PATRIOT'S* proposed and contracted scope of work.



**19. RETESTING AND RE-MONITORING**

PATRIOT is only obligated to monitor and test in accordance with applicable and agreed upon standards and methods. In the event PATRIOT's monitoring and/or testing discloses deficiencies in the project's work, and which consequently will require corrections, PATRIOT will retest or re-monitor the corrected work as required by the plans and specifications or as directed by the Client; however, all such retesting or re-monitoring shall be additional work and shall be paid for by Client at the agreed upon fees in this contract.

any claim against PATRIOT and its subcontractors and agrees to defend, indemnify, and hold harmless PATRIOT from any claims, business loss, or liability for injury arising from PATRIOT'S failure to detect the presence of hazardous materials, including ACM, through techniques and methods agreed upon in the proposed and contracted scope of work, unless the failure to detect hazardous materials, including ACM, was due to PATRIOT'S failure to properly execute the proposed and contracted scope of work set forth in this contract.

**20. SITE WORK**

PATRIOT will take reasonable precautions to avoid any damage to the project site from the activities of its personnel, subcontractors, or equipment. Any damage caused by PATRIOT'S negligence will be restored at PATRIOT'S expense; however, unavoidable damage caused in the execution of the project work such as tire rutting, cutting and splicing of fences, removal of potential asbestos containing materials (ACM), drilling through pavements, cutting of brush and trees, coring through pavements, etc., will not be restored unless otherwise stated in the contract.

**25. ENVIRONMENTAL PROBLEMS**

PATRIOT and its subcontractors' duties and responsibilities are limited to the proposed and contracted scope of work. Any sampling, testing, or monitoring of site conditions or materials related to environmental concerns including hazardous waste, soil, ground water, surface water, ACM, or air pollutants are not part of PATRIOT'S responsibilities and duties unless specifically identified in its proposed and contracted scope of work. If it becomes apparent during project site work that undisclosed hazardous materials may be present, project site work will be terminated unless specified in PATRIOT'S proposed and contracted scope of project work. Project site work will resume only after renegotiation of the contracted scope of services and fees to cover appropriate environment, health, and safety precautions. PATRIOT shall have no responsibility for detecting or dealing with environmental concerns, hazardous waste, soil, ground water, surface water, ACM, or air contamination, should they occur at the project site unless specifically outline in PATRIOT'S proposed and contracted scope of work. Client waives any claim against PATRIOT and agrees to defend, indemnify, and hold harmless PATRIOT from any claim, business loss, or liability for injury that results from the discovery of onsite environmental concerns, hazardous materials, soils, ground water, surface water, ACM, or air contamination.

**21. UTILITIES**

In the execution of any subsurface exploration, PATRIOT will take reasonable precautions to avoid damage to subterranean structures or utilities of which PATRIOT has received notification; however, it is the Client's responsibility to mark or furnish the locations of all underground, manmade obstructions or utilities. Client shall indemnify, defend, and hold harmless PATRIOT from and against any claims, losses, or damages incurred or asserted against PATRIOT related to Client's failure to mark, protect, inform, or advise PATRIOT of underground structures or utilities, unless stated in our contracted scope of services.

**26. ENVIRONMENTAL INDEMNITY**

Client agrees to the maximum extent permitted by law to defend, indemnify, and hold harmless PATRIOT and its subcontractors from and against any and all claims and liabilities in connection with toxic or hazardous substances or constituents unless caused by PATRIOT'S negligence or willful acts, resulting from Client's violation of any federal, state or local statute, regulation or ordinance relating to the handling, storage or disposal of toxic or hazardous substances or constituents; Client's undertaking of or arranging for the handling, removal, treatment, storage, transportation or disposal of toxic or hazardous substances or constituents found or identified at the site; toxic or hazardous substances or constituents introduced at the site by Client or third persons before or after completion of services herein; allegations that PATRIOT or its subcontractors are the handlers generators, operators, treaters or storers, transporters, or disposers under the Resource Conservation and Recovery Act of 1976, Comprehensive Environmental Response, Compensation and Liability Act, or any other similar federal , state or local regulation or law.

**22. SAMPLES**

PATRIOT and its subcontractors will retain any soil, rock, water, or material samples obtained in the performance of its contracted scope of work for a period not to exceed thirty (30) days after submitting PATRIOT'S report or findings. Further storage or transfer of samples and materials obtained from the contracted scope of PATRIOT'S work can be made at the Client's expense upon written request.

PATRIOT or its subcontractors have no role in generating, treating, storing, or disposing of any hazardous materials which may be present at the project site, and which at no time become the property of PATRIOT or its subcontractors, unless specifically identified in the proposed and contracted scope of work. Client shall evaluate and select proper disposal site for treatment or disposal of its hazardous materials (to include test samples collected to determine the characteristics of the samples), shall select the method of

**23. AQUIFER CONTAMINATION**

Client waives any claim against PATRIOT, and agrees to hold harmless, defend, and indemnify PATRIOT from any claim, business loss, or liability for injury as a result of cross-contamination caused by subsurface drilling and/or sampling unless due to PATRIOT'S negligence or willful acts.

**24. HAZARDOUS SUBSTANCES**

Client agrees to advise PATRIOT, prior to beginning project work, of any hazardous substances on or near the project site known to Client. In the event that test samples obtained during our work contain substances hazardous to health, safety, or the environment, these samples remain the property of Client which also shall pay for all costs connected with decontamination of PATRIOT'S or its subcontractors' equipment. Furthermore, any equipment of PATRIOT'S or its subcontractors' contaminated during PATRIOT's services which cannot be reasonable decontaminated shall become the property and responsibility of Client. Such samples and/or equipment will be delivered to Client. Client agrees to pay transportation costs for samples and equipment, and the fair market value of such contaminated equipment. Client waives



transportation, and shall be solely responsible therefore. Any arrangements for the treatment, storage, transport, or disposal of any hazardous materials that are made at the direction and expense of Client and to be conducted or completed by PATRIOT shall be construed as being made solely and exclusively on Client's behalf for Client's benefit, and Client shall defend, indemnify, and hold harmless PATRIOT from and against any and all claims, damages, business losses, liability of injury, and expenses, including reasonable attorney's fees, which arise out of any release, threatened release, transportation, or disposal of hazardous materials, unless caused by the negligence or willful acts of PATRIOT during the execution of its proposed and contracted scope of work.

**27. OWNERSHIP OF DOCUMENTS**

Client agrees that all original documents and drawings produced by PATRIOT in accordance with this agreement, except documents, which are required to be filed with public agencies, shall remain the property of PATRIOT. Client agrees to be liable and responsible for the use of unsigned plans, drawings, or other documents not signed by PATRIOT, and waives liability against PATRIOT for their use. Further, client agrees to waive any claim against PATRIOT and to indemnify, defend, and hold harmless PATRIOT from any and all claims arising out of any use, not authorized in writing by PATRIOT, of these documents by third parties not related to this agreement.

**28. PUBLIC RESPONSIBILITY**

Client shall be responsible for reporting to appropriate governmental and licensing agencies with respect to any legal or regulatory requirements, code violations, or hazardous substances detected on site. If Client disregards PATRIOT'S and its subcontractors' recommendations for reporting or public health and safety, Client waives any claim against PATRIOT and its subcontracts and agrees to defend, indemnify, and hold harmless PATRIOT and its subcontractors from any claim, business loss, liability for injury, or loss arising from disregarding PATRIOT'S or its subcontractors' recommendations of reporting.

**29. NON-SOLICITATION**

During the term of this Agreement and for (6) six months after any termination of this Agreement, CLIENT will not directly or indirectly solicit, induce, recruit, divert or hire away, encourage, or otherwise endeavor the cause or attempt to cause any employee or consultant of Patriot to terminate their relationship to Patriot.

*Revised July 2017*



**PATRIOT ENGINEERING AND ENVIRONMENTAL, INC.**

PHONE: 317-576-8058

FAX: 317-576-1965

**PROPOSAL ACCEPTANCE AGREEMENT**

Project Name: Jefferson Street Reconstruction

Project Location: Goshen, Indiana

Description of Services: Geotechnical Engineering Investigation

Patriot Proposal: P21-1920-04G Patriot Project #:

**APPROVAL & PAYMENT OF CHARGES - (Company or Individual Responsible for Payment of Invoice)**

Firm: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Attention: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_

**PAYMENT TERMS: Per Terms & Conditions.** Invoices for completed work will be issued every month for continuous or extended projects unless otherwise agreed.

**REFERENCES** - *Patriot* retains the right to perform a standard credit review on all new Clients. *Patriot* will proceed with the project immediately after formal credit approval and receipt of the required invoicing information.

Financial  
(Current bank or other lender)

Name: \_\_\_\_\_

\_\_\_\_\_

Contact: \_\_\_\_\_

Account No.: \_\_\_\_\_

Phone No.: \_\_\_\_\_

Supplier  
(Current account with Client)

Name: \_\_\_\_\_

\_\_\_\_\_

Contact: \_\_\_\_\_

Account No.: \_\_\_\_\_

Phone No.: \_\_\_\_\_

Trade  
(Engineer, Contractor, Other, etc.)

Name: \_\_\_\_\_

\_\_\_\_\_

Contact: \_\_\_\_\_

Account No.: \_\_\_\_\_

Phone No.: \_\_\_\_\_

**NOTICE:** *PATRIOT* reserves the right to withhold all reports until such time we receive a signed Proposal Acceptance Agreement or with other written authorization referencing this AGREEMENT in its entirety. This AGREEMENT together with *PATRIOT'S* Proposal, Unit Fee Schedule, and Terms & Conditions constitute the entire agreement between the Client and *PATRIOT* and supersedes all prior written or oral understandings:

PROPOSAL ACCEPTED BY: \_\_\_\_\_

TITLE: \_\_\_\_\_ DATE ACCEPTED: \_\_\_\_\_

## **RESOLUTION 69-2021**

### **Approve Request to Solicit Bids for the Construction of Stormwater Infrastructure along Southside Park Court to allow for Genesis Project Expansion**

WHEREAS a stormwater connection along Southside Park Court will allow for construction of a new facility for Genesis Products and will serve additional vacant parcels on Kercher Road and Eisenhower Drive South.

WHEREAS these properties are located within the Kercher Wellfield capture zone which requires connection into other systems and the existing systems within close range are at capacity.

NOW, THEREFORE, BE IT RESOLVED that the Goshen Redevelopment Commission approves the Request to Solicit Bids for the Construction of Stormwater Infrastructure along Southside Park Court.

PASSED and ADOPTED on November 9, 2021.

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Vince Turner, President

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Andrea Johnson, Secretary



**Department of Community Development  
CITY OF GOSHEN**

204 East Jefferson Street, Suite 2 • Goshen, IN 46528-3405

Phone (574) 537-3824 • Fax (574) 533-8626 • TDD (574) 534-3185  
communitydevelopment@goshencity.com • www.goshenindiana.org

## Memorandum

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To: Redevelopment Commission

From: Becky Hutsell, Redevelopment Director

Date: November 9, 2021

RE: Request to Solicit Bids for the Construction of Stormwater Infrastructure along Southside Park Court to allow for Genesis Products Expansion

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Earlier this year, a potential project was presented to the Commission to participate in a stormwater connection along Southside Park Court to allow for the construction of a new facility for Genesis Products along with the development of several other vacant parcels on both Kercher Road and Eisenhower Drive South. These properties are located within the Kercher Wellfield capture zone, which prohibits any infiltration of stormwater into the ground and requires connection into other systems. The existing systems within close range to these lots are all at capacity. The Commission supported development of a plan that would install controlled release stormwater connections to the existing stormwater main in Kercher Road.

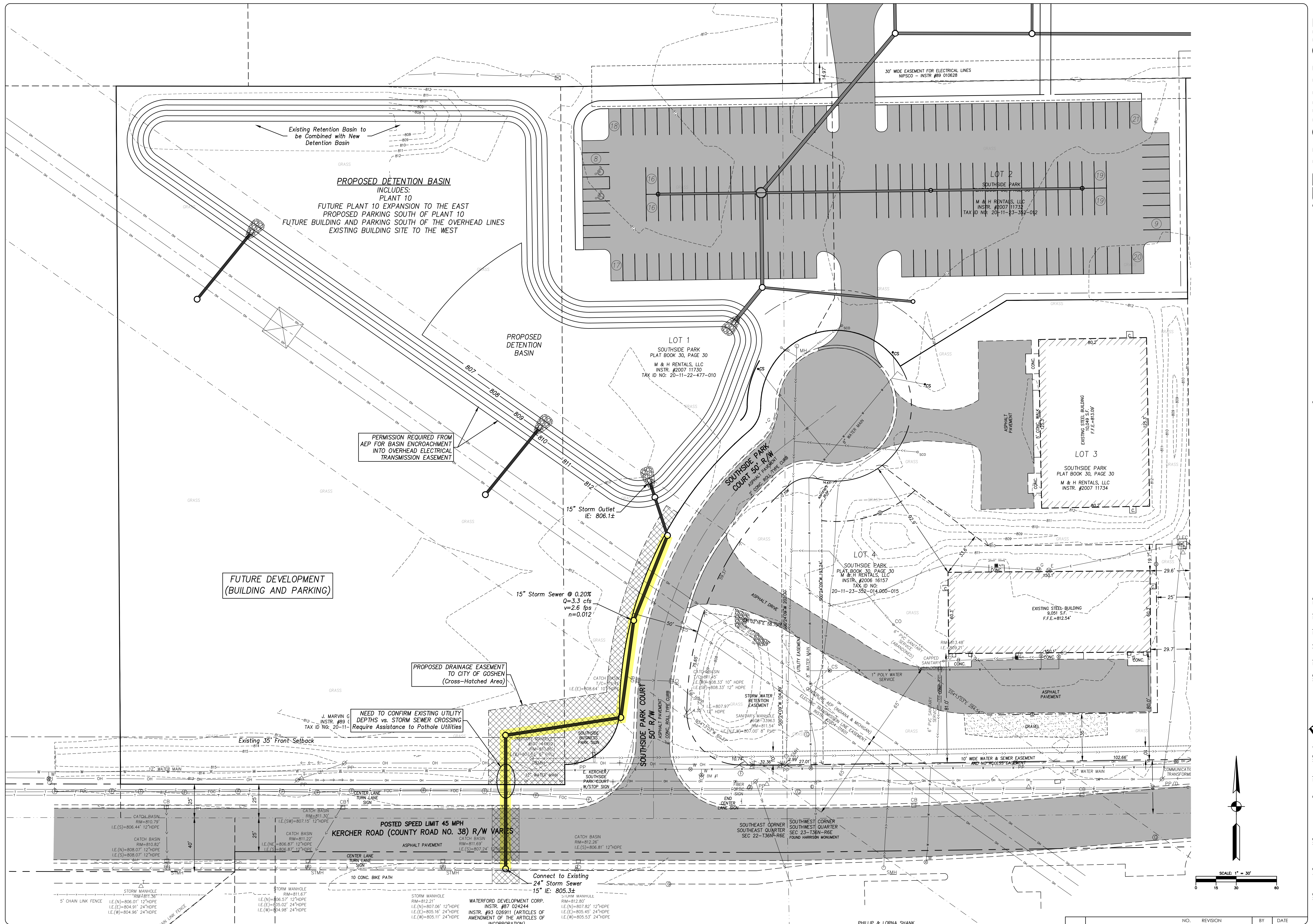
As this project has developed, Genesis has purchased two additional lots on Southside Park Court as well as the vacant parcel on Kercher Road and desires to complete the full build out for their Goshen Campus. This stormwater connection will allow for development of two new buildings, which will generate new revenue, and parking improvements that will provide a substantial benefit within this area of the industrial park.

The cost estimate for the work is \$246,767 and our hope is to be able to bid this project by the end of the year to allow for the connection to occur in the spring to facilitate the construction of Genesis' first building on Eisenhower Drive South.

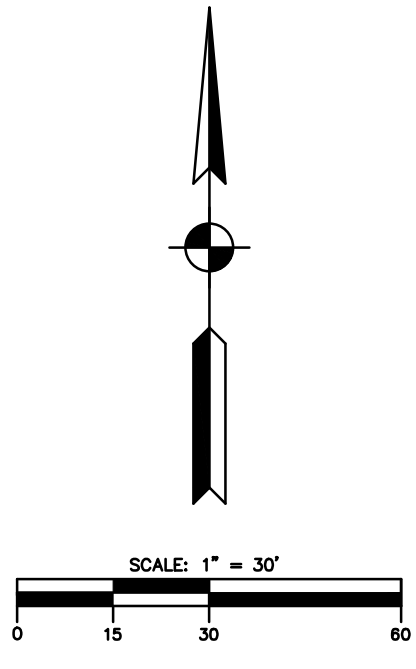
A copy of the plan showing the yellow highlighted stormwater connection location as well as the Construction Cost Estimate. Genesis Products is funding the design work for this portion of the project as part of their larger site development plan. A copy of Genesis' projected investment is also included.

We're requesting permission to solicit bids for the construction of the stormwater infrastructure once final design has been completed. This project has been funded in the existing 5 Year Capital Plan and the allocated funding is sufficient to complete the proposed scope of work.





© 2010 AutoCAD LT 12.00 (Commercial/Professional) Plot File Size: 1,048,000 bytes (1.0 MB) Date: 10/20/2010 10:58:11 AM



## Genesis Products

# Plant 10 - Storm Sewer Extension

### Preliminary Construction Cost Estimate

October 7, 2021

<i>Description</i>	<i>Estimated Quantity</i>	<i>Unit</i>	<i>Unit Price</i>	<i>Estimated Cost</i>
1.1 Construction Engineering	1	LS	1.5%	\$2,670
2.1 Mobilization and Demobilization (5% max)	1	LS	5.0%	\$8,860
3.1 Maintenance of Traffic	1	LS	\$25,000	\$25,000
4.1 Concrete Sidewalk, Remove	30	SYD	\$30	\$900
5.1 Common Excavation	1	LS	\$25,000	\$25,000
6.1 Temporary Erosion and Sediment Control	1	LS	\$2,500	\$2,500
7.1 Concrete Sidewalk, 4 in.	30	SYD	\$50	\$1,500
8.1 Pipe, Bore & Jack, Steel Casing, 24 in.	80	LFT	\$1,000	\$80,000
8.2 Storm Sewer Pipe, Circular, 15 in.	330	LFT	\$55	\$18,150
8.3 Storm Sewer Manhole, 48 in.	5	EA	\$5,000	\$25,000
9.1 Lower Existing Water Main (Allowance)	1	EA	\$20,000	\$20,000
10.1 Mulched Seeding, Type U	1	LS	\$2,500	\$2,500
11.1 As-Built Record Drawings	1	LS	\$2,500	\$2,500
			Subtotal:	\$214,580
			Contingency (15%):	\$32,187
			<b>ESTIMATED TOTAL:</b>	<b>\$246,767</b>

#### Estimate Notes

1. Need to Confirm Locations/Depths of Private Utilities along Kercher Road.
2. Survey / Engineering / Permitting - not included in the above estimate.



## Genesis Products – Goshen Expansion

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Estimated \$24M - \$29M investment through plant construction, equipment capacity, and new jobs in Goshen

**Building – Eisenhower Dr.  
\$8M - \$10M**

- Plant # 10 for Genesis and 5<sup>th</sup> manufacturing plant in the Goshen Industrial Park
- 74,000 SF building + 13,500 SF mezzanine @ \$80-100 / SF, plus land and site development

**Capital Equipment  
\$10M - \$12M**

- Largest portion of capital investment expected to be in Goshen, including Plant 10 equipment and the expansion of Panel Processing, Cabinet Doors, Lamination, and Wrapping capabilities in existing Goshen plants.

**Incremental Payroll  
\$6M - \$7M**

- Estimated 100-120 new manufacturing jobs created through plant expansion.
- Payroll increase projections
  - 120 manufacturing associates x \$20/hr x 2,200 hrs/yr
  - 10-15 salaried staff x \$80,000 est. avg salary

**CITY OF GOSHEN**  
**REDEVELOPMENT COMMISSION**  
**2022 Meeting Schedule**

The 2022 regular meetings of the Goshen Redevelopment Commission will take place on the second Tuesday of each month at 3:00 p.m. as set forth below. The meetings will be held in the City Court Room/Council Chambers at the Goshen Police & Court Building, 111 East Jefferson Street, Goshen, Indiana.

January 11, 2022

February 8, 2022

March 8, 2022

April 12, 2022

May 10, 2022

June 14, 2022

July 12, 2022

August 9, 2022

September 13, 2022

October 11, 2022

November 8, 2022

December 13, 2022

All meetings of the Goshen Redevelopment Commission are open to the public with the exception of an executive session that may be held as authorized by Indiana Code §5-14-1.5-6.1. Meetings in addition to those listed above may be scheduled as necessary, subject to public notice requirements.



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## Memorandum

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To: Redevelopment Commission

From: Becky Hutsell, Redevelopment Director

Date: November 9, 2021

RE: *Discussion - RDC Participation for Residential Development Projects*

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We have had several recent discussions with Redevelopment Commission members regarding the Commission's support for multi-family residential development utilizing TIF. While there is no debate regarding the need for housing, the desire to have a policy established has been expressed and staff is working to outline what the policy would include. Below is a general summary of what we have heard thus far. Prior to developing full policy documents, please review the following details and provide feedback and additional thoughts as to how this can be further developed.

### **Eligible Items**

RDC will consider participating in new multi-family residential development projects when a majority of the cost includes public infrastructure and/or site improvements, including the following items:

- Extension of sewer utilities
- Extension of water utilities
- Stormwater infrastructure
- Roadway construction and/or improvements
- Sidewalk construction
- Street light installation (where applicable)
- Landscaping as required by the Goshen Zoning Ordinance

On a project specific basis, consideration will be given to additional funding if the need can be demonstrated.

### **Required Submittals by Developer**

- Proforma documenting need for participation
- Rent structure for proposed development
- Description of intended uses and/or mix of uses proposed within the development
- Conceptual site plan and renderings of proposed project
- Development team's previous experience
- Breakdown of project costs, including site improvements costs and infrastructure costs
- Development timeline
- Financing sources

- Any market studies that have been completed by developer demonstrating the need for additional housing

### **Evaluation Process**

Staff would request two RDC members to participate in an evaluation committee for each received request. Projects will be evaluated on the following criteria:

- Review of submitted proformas by an independent, third party
- Demonstrated need based upon project proforma
- Current vacancy rate in Goshen for multi-family projects
- Greenfield vs Brownfield site location
- Affordable housing vs Market Rate housing
- Developer's willingness to set aside units for essential workers
- Developer's willingness to set aside units for affordable housing within a market rate development
- Compatibility of proposed project within site's existing neighborhood

### **TIF Funding Opportunities**

The Commission has the ability to inject TIF funding into projects in a variety of ways:

1. TIF Reimbursement Agreements
2. TIF Bonds - Bond is issued by the City and purchased by the Developer. TIF generated from the development is then utilized to repay the bond. In this scenario, the Developer still pays their annual taxes and the TIF generated makes the bond payment. RDC can determine percentage of TIF to be used for repayment (i.e. 50%, 75% or 100%)
3. Available TIF funds can be utilized for eligible project components as the project is constructed.

## **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 **October 12, 2021 through November 3, 2021** and finds that entries are allowed in the total amount of **\$28,680.78**

**APPROVED** on November 9, 2021

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Vince Turner, President

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Andrea Johnson, Secretary

# GOSHEN REDEVELOPMENT COMMISSION

## Expenditure Report - by Budget Line and Payee

Claims from 10/12/21 through 11/3/21

<b>406-560-00-429.0002</b>		<b>RDV NON-RVRT OP/Other Supplies</b>
11/1/2021	Community Business Equipment (04491)	\$53.58
<b>Line Total for Period:</b>		<b>\$53.58</b>
<b>406-560-00-431.0502</b>		<b>RDV NON-RVRT OP/Contractual Services</b>
10/13/2021	Indiana Media Group (07255)	\$46.17
11/3/2021	Baker Tilly Municipal Advisors, LLC	\$659.60
11/3/2021	Barkes, Kolbus, Rife & Shuler, LLP (00311)	\$4,399.00
11/3/2021	Yarkshark, LLC	\$686.67
<b>Line Total for Period:</b>		<b>\$5,791.44</b>
<b>406-560-00-435.0101</b>		<b>RDV NON-RVRT OP/Electric</b>
10/20/2021	NIPSCO (00014)	\$47.75
<b>Line Total for Period:</b>		<b>\$47.75</b>
<b>406-560-00-435.0201</b>		<b>RDV NON-RVRT OP/Gas</b>
10/20/2021	NIPSCO (00014)	\$56.71
<b>Line Total for Period:</b>		<b>\$56.71</b>
<b>406-560-00-439.0301</b>		<b>RDV NON-RVRT OP/Subscriptions &amp; Dues</b>
11/1/2021	Truth Publishing Company, Inc. (01744)	\$207.00
<b>Line Total for Period:</b>		<b>\$207.00</b>
<b>406-560-00-439.0930</b>		<b>RDV NON-RVRT OP/Other Services &amp; Charges</b>
10/13/2021	Amazon Capital Services	\$153.51
<b>Line Total for Period:</b>		<b>\$153.51</b>
<b>473-560-00-431.0502</b>		<b>SOUTHEAST TIF/Contractual Services</b>
11/3/2021	American Structurepoint, Inc. (03093)	\$6,368.70
11/3/2021	Baker Tilly Municipal Advisors, LLC	\$2,638.40
11/3/2021	Jones Petrie Rafinski Corp. (00463)	\$350.00
<b>Line Total for Period:</b>		<b>\$9,357.10</b>



<b>473-560-00-442.0000</b>		<b>SOUTHEAST TIF/Capital Projects</b>	
11/3/2021	Bill's Heating, Inc.		\$3,539.96
<b>Line Total for Period:</b>			<b>\$3,539.96</b>
<b>474-560-00-431.0502</b>		<b>Lippert/Dierdorff Contractural Services</b>	
11/3/2021	Baker Tilly Municipal Advisors, LLC		\$659.60
<b>Line Total for Period:</b>			<b>\$659.60</b>
<b>480-560-00-431.0502</b>		<b>RR/US 33 TIF/Contractual Services</b>	
11/3/2021	Baker Tilly Municipal Advisors, LLC		\$2,638.40
<b>Line Total for Period:</b>			<b>\$2,638.40</b>
<b>480-560-00-439.0930</b>		<b>RR/US 33 TIF/Other Services &amp; Charges</b>	
11/1/2021	City of Goshen Utilities		\$24.29
11/1/2021	Elan Corporate Payment Systems		\$711.03
<b>Line Total for Period:</b>			<b>\$735.32</b>
<b>480-560-00-442.0000</b>		<b>RR/US33 TIF/Capital Projects</b>	
10/25/2021	Douglas A Price		\$1,896.50
10/25/2021	Richard A Miller		\$2,043.91
11/3/2021	Iverson Grove Real Estate Corp		\$1,500.00
<b>Line Total for Period:</b>			<b>\$5,440.41</b>
<b>Total Expenditures for Period:</b>			<b>\$28,680.78</b>



# November 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. An agreement with INDOT and Norfolk Southern were signed by the Board of Works and Safety on November 1 and November 2, 2021. Design work on the Madison Street Crossing can now begin.

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## **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.

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**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.

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**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 November to allow for a December contract award with construction to begin in the New Year.

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**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. The Commission received a proposal from Anderson Partners, LLC to construct a mixed use building that would include apartments, a coffee shop and flex-space. The Commission authorized staff to work with the developer and a development agreement. Negotiations are on-going. .

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**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).

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**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.

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**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.

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**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, is still working on completing the contracted work. Pavement grooving is currently taking place, with pavement markings anticipated the second week of November when temperatures are deemed acceptable. The corridor pavement looks good and rides well. Even with the completion delays, this project has been a success. We anticipate final pay applications to be submitted in December.

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**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.

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**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. A utility coordination meeting with potentially impacted utilities was completed at the end of October 2021.

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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 eighty-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. The survey work has been completed by A & Z Engineering, and approval of the geotechnical work is being requested at the November RDC meeting. The property at 113 W. Jefferson has been cleaned up and repainted. Plans are to issue an RFP for this property in 2022, after the streetscape design has been completed and a construction timeline has been established.

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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 took place, and staff are evaluating the next steps. Well No. 14 is currently going through another cleaning process to attempt to recover its pumping capacity. Work on this is anticipated to be completed by the end of November.

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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.