



**GOSHEN REDEVELOPMENT COMMISSION  
AGENDA FOR THE REGULAR MEETING OF August 9, 2022**

*To access online streaming of the meeting, go to <https://us02web.zoom.us/j/81223011833>*

The Goshen Redevelopment Commission will meet on August 9, 2022 at 3:00 p.m. in the City Court Room/ Council Chambers at the Goshen Police & Court Building, 111 East Jefferson Street, Goshen, Indiana.

**1. CALL TO ORDER/ROLL CALL**

**2. CHANGES TO THE AGENDA**

**3. APPROVAL OF MINUTES**

**4. PRESENTATION**

Scott Sivan – InSite Development

**5. NEW BUSINESS**

**Resolution 44-2022** – Acquisition of Real Estate at 1689 Reliance Road

**Resolution 45-2022** – Acquisition of Real Estate at 208 West Washington Street

**Resolution 46-2022** – Request to Negotiate and Execute and Agreement for Traffic Control Services with State Barricading, Inc. for the East College Avenue Project

**Resolution 47-2022** – Ratify Execution of Agreement for Construction Inspection for the East College Avenue Infrastructure Project

**Resolution 48-2022** – Authorize Execution of an Amended Agreement for the Sale and Purchase of Real Estate at 323 South Sixth Street and 211 East Madison Street – (Agreement will be emailed prior to meeting)

**6. DISCUSSION**

RFP for 233 South Main Street (old D & T Muffler Shop)

Main Street Decorative Lights

**7. APPROVAL OF REGISTER OF CLAIMS**

**8. MONTHLY REDEVELOPMENT STAFF REPORT**

**9. OPEN FORUM**

The open forum is for the general discussion of items that are not otherwise on the agenda. The public will also be given the opportunity at this time to present or comment on items that are not on the agenda.

**10. ANNOUNCEMENTS**

Next Regular Meeting – September 13, 2022 at 3:00 p.m.

**11. EXECUTIVE SESSION**

**12.** Pursuant to the provisions of the Open Door Law and Indiana Code § 5-14-1.5-6.1(b)(2)(D), the Goshen Redevelopment Commission will meet in executive session at the conclusion of the regular meeting for discussion of strategy with respect to the purchase or lease of real property.

# **GOSHEN REDEVELOPMENT COMMISSION**

## **Minutes for the Regular Meeting of July 12, 2022**

The Goshen Redevelopment Commission met in a regular meeting on July 12, 2022 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: Brianne Brenneman, Brian Garber, Andrea Johnson, Vince Turner, Brett Weddell  
and Bradd Weddell

Absent: None

Commission President Turner stated that the meeting is also available via Zoom.

### **APPROVAL OF MINUTES**

A motion was made by Commissioner Weddell and seconded by Commissioner Garber to approve the minutes of the June 14, 2022 regular meeting.

The motion was adopted unanimously.

### **NEW BUSINESS**

**Resolution 42-2022** – Partial Forgiveness of Loans to Goshen Theater, Inc.

(1:00) Becky Hutsell, Redevelopment Director, portions of the two loans given to the Goshen Theater are forgivable as long as conditions have been met. It has been confirmed that the conditions have been met.

(2:00) Julia Gautsche, Chair of the Goshen Theater Board of Directors, introduced Susan Visser, the new Executive Director of the Goshen Theater, started in January of this year and thanked the Commission for their past and ongoing support. Offered to answer any questions that commission members may have. Ms. Visser handed out the theater newsletter. Talked of the different types of programs coming to the theater. There is also a new program manager who is from Spokane Washington.

A motion was made by Commissioner Weddell and seconded by Commissioner Brenneman to approve Resolution 42-2022.

The motion was adopted unanimously.

**Resolution 43-2022** – Request to Negotiate and Execute an Agreement for Construction Inspection Services for the East College Avenue Project

(5:25) Becky Hutsell, Redevelopment Director, provided an updated memo and resolution to the Commission with the consultant's name. Typically for Redevelopment project, the Engineering Department staff would be in the field inspecting, which is not feasible on a project this size. Feel it is important to have a full time inspectors in the field. One proposal was received and it was from Abonmarche as they understand the scope since they are the designers of the project. Because of supply chain issues, the agreement will extend through the end of 2022. As year end approaches will have a better idea of how much work will continue into 2023 and at that time the agreement can be amended

for additional time or complete an additional agreement. The agreement also included a not to exceed price of \$204,000.

A motion was made by Commissioner Weddell and seconded by Commissioner Johnson to approve Resolution 43-2022.

The motion was adopted unanimously.

### **DISCUSSION**

#### **Main Street Decorative Lights**

(8:41) Mark Brinson, Deputy Mayor, the decorative lights mainly located on Main Street are reaching the end of their useful life. They are roughly 20 years old with ongoing maintenance. The problem is the light fixture is obsolete and cannot get parts. This is high priority for EID downtown and their total budget is \$70,000. The solution is a two-step process, the first is to have a plan done to identify the new fixtures and create a plan for the electrical system, conduits with a cost estimate provided. Estimate the cost of the plan to be around \$22,000 – 25,000 and it would be bid out as a RFP. Not asking Commission to commit to actual construction, will look at that after the plan is done and see what other funding is available. At this point trying to gauge interest from the Commission of supporting the plan. Would like to complete this year.

Questions from Commission members regarding the electrical system status and Dustin Sailor responded that the existing conduits were from around the 1950- 1960's or maybe earlier. There are approximately 70-80 double headed lights. The cost estimate is \$3000-4000 for each new fixture and pole.

Mark Brinson asked if the commission has interest in supporting the plan and Commissioner Weddell stated that he does not and believes this is EID's responsibility.

After discussion and comments from Commission members, it was decided that they would like to have a priority list from EID for their projects. Mark Brinson commented that they could come to the next meeting to talk about this.

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

A motion was made by Commissioner Weddell and seconded by Commissioner Garber to amend the register of claims to a new amount of \$459,219.25.

A motion was made Commissioner Weddell and seconded by Commissioner Brenneman to approve the amended register of claims.

The motion was adopted unanimously.

### **MONTHLY REDEVELOPMENT STAFF REPORT**

Redevelopment Director Becky Hutsell told the Commission that several updates were provided in the report. The 10<sup>th</sup> Street improvement project is not in the capital plan. After discussion, Commission members agreed to move forward with this project.

### **OPEN FORUM**

Commissioner Brett Weddell thanked Commission members that was able to come to the council meeting and willing to speak.

Asked about the RFP for the old D & T Muffler shop and Ms. Hutsell stated that she is working on it.

**ANNOUNCEMENTS**

It was announced that the next regular meeting is scheduled for August 9, 2022 at 3:00 p.m.

**ADJOURNMENT**

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

The motion was adopted unanimously.

The regular meeting was adjourned at 3:35 p.m.

**APPROVED** on August 9, 2022

**GOSHEN REDEVELOPMENT COMMISSION**

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Vince Turner, President

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Andrea Johnson, Secretary

**Goshen Redevelopment Commission  
Resolution 44-2022**

**Acquisition of Real Estate at 1689 Reliance Road**

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

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

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

WHEREAS the Goshen Board of Public Works and Safety approved the terms and conditions of an Agreement for the Sale and Purchase of Real Estate, and further authorized Mayor Jeremy P. Stutsman to execute the Agreement for the Sale and Purchase of Real Estate and any other documents on behalf of the Goshen Board of Public Works and Safety and the City of Goshen that are necessary to effectuate the City’s acquisition of the Real Estate.

NOW, THEREFORE, BE IT RESOLVED that the Goshen Redevelopment Commission approves the terms and conditions and ratifies Mayor Jeremy P. Stutsman’s execution of the Agreement for the Sale and Purchase of Real Estate attached to and made a part of this resolution.

PASSED by the Goshen Redevelopment Commission on August \_\_\_\_\_, 2022.

\_\_\_\_\_  
President

\_\_\_\_\_  
Secretary

## AGREEMENT FOR THE SALE AND PURCHASE OF REAL ESTATE

THIS AGREEMENT is made and entered into on July 25, 2022, which is the last signature date set forth below, by and between **Delmar J. Birkey and Stacy R. Birkey**, joint tenants with right of survivorship (“Seller”), and **City of Goshen, Indiana**, a municipal corporation and political subdivision of the State of Indiana, acting through the Goshen Board of Public Works and Safety (“Goshen”).

### REAL ESTATE

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

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

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

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

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

### IN LIEU OF EMINENT DOMAIN

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

### PURCHASE PRICE

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

### APPRAISALS

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

### **ADDITIONAL COMPENSATION DUE SELLER**

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

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

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

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

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

### **WARRANTIES**

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

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

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

### **TAXES AND ASSESSMENTS**

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

### **TITLE SEARCH**

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

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

### **MORTGAGE**

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

### **WARRANTY DEED**

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

### **CLOSING**

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

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

### **POSSESSION OF REAL ESTATE**

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

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

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

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

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

### **SALVAGE RIGHTS**

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



**MISCELLANEOUS**

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

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

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

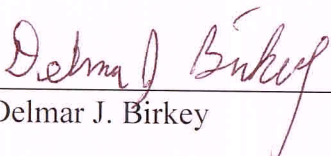
(4) In the event that any provision of this agreement is found to be invalid or unenforceable, then such provision shall be reformed in accordance with applicable law. The invalidity or unenforceability of any provision of this agreement shall not affect the validity or enforceability of any other provision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

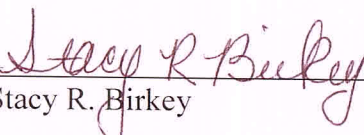
(5) All provisions, covenants, terms and conditions of this agreement apply to and bind the parties and their legal heirs, representatives, successors and assigns.

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


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

**Seller**

  
\_\_\_\_\_  
Delmar J. Birkey  
Date: 7-21-22

  
\_\_\_\_\_  
Stacy R. Birkey  
Date: 7-21-22

**Goshen**

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

Date: July 25, 2022

**RESOLUTION 45-2022**

**Acquisition of Real Estate at  
208 West Washington Street**

WHEREAS the City of Goshen is interested in acquiring certain real estate more commonly known as 208 West Washington Street, Goshen, and the property owner is interested in selling the real estate.

NOW, THEREFORE, BE IT RESOLVED by the Goshen Redevelopment Commission that the City of Goshen is interested in purchasing certain real estate more commonly known as 208 West Washington Street, Goshen.

BE IT FURTHER RESOLVED that the terms and conditions of the Agreement for the Sale and Purchase of Real Estate attached to and made a part of this resolution are approved. Redevelopment Director Becky Hutsell is authorized to execute the agreement and any other documents on behalf of the Goshen Redevelopment Commission and the City of Goshen that are necessary to effectuate the City's acquisition of the real estate.

PASSED by the Goshen Redevelopment Commission on August 9, 2022.

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President

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Secretary

## **AGREEMENT FOR THE SALE AND PURCHASE OF REAL ESTATE**

THIS AGREEMENT is made and entered into on \_\_\_\_\_, 2022, which is the last signature date set forth below, by and between **Michelle R. Thaxton (also known as Michelle Eckelbarger)** (“Seller”), and **City of Goshen, Indiana**, a municipal corporation and political subdivision of the State of Indiana, acting through the Goshen Redevelopment Commission (“Goshen”).

### **REAL ESTATE**

In consideration of the purchase price and on the terms, covenants and conditions to be kept and performed by the respective parties, Seller agrees to sell and Goshen agrees to purchase the following real estate located in Elkhart Township, Elkhart County, Indiana, more commonly known as **208 West Washington Street, Goshen, Indiana, 46526**, and more particularly described as follows:

The east half of the west half of Lot Numbers one hundred ninety-seven (197) and one hundred ninety-eight (198) as the same are designated on the Original Plat of the Town, now City of Goshen.

(Parcel Number: 20-11-09-413-004.000-015)

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

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

### **PURCHASE PRICE**

Goshen agrees to pay and Seller agrees to accept the total sum of One Hundred Sixty Thousand Dollars (\$160,000) to be paid at the closing.

### **APPRAISAL**

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

### **TAXES AND ASSESSMENTS**

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

### **TITLE SEARCH**

A title search for the Real Estate shall be obtained. The cost of the title search shall be paid by Seller.

Any encumbrances or defects in title must be removed by Seller and Seller must convey merchantable title subject to standard title exceptions. Seller agrees to pay the cost of obtaining all other documents necessary to perfect title so that merchantable title can be conveyed.

Prior to closing, unless waived by Goshen, Seller agrees to provide Goshen a policy of title insurance in standard ALTA owner's form insuring the title to the Real Estate to be conveyed by Seller to Goshen in an amount equal to the purchase price, to be free of defects except such defects that are included in the standard exceptions forming a part of such policies, and easements, public ways and restrictions of record. The cost of the title insurance shall be paid by Seller.

### **LIENS AND MORTGAGES**

If the title search shows that any entity holds a lien or mortgage on the Real Estate, Seller shall pay such lien or mortgage in full from the sale proceeds at the closing. Seller agrees to cooperate with Goshen in obtaining an accurate pay off amount for any lien or mortgage as of the date of the closing with a per diem amount for at least ten (10) days after the closing date.

### **WARRANTY DEED**

Seller shall deliver to Goshen a warranty deed conveying merchantable title to the Real Estate free and clear of all liens and encumbrances, except conditions of record including, but not limited to zoning restrictions, taxes, easements, and assessments. Title shall be transferred to "City of Goshen, Indiana for the use and benefit of its Department of Redevelopment".

### **CLOSING**

A closing will be held on or before September 30, 2022 unless the parties agree to a later date in writing. Parties will equally share the costs of the closing agent.

### **POSSESSION OF REAL ESTATE**

- (1) Possession and occupancy of the Real Estate will be delivered to Goshen on or before September 30, 2022, unless a later date of occupancy is agreed to in writing by Seller and Goshen.
- (2) Seller shall maintain the Real Estate in its present condition as long as Seller retains possession.
- (3) Seller shall be responsible for payment of all utility charges through the date of possession.
- (4) Seller shall assume the risk of loss until the closing at which time Goshen shall assume the risk of loss.

### **RENTS AND SECURITY DEPOSITS**

- (1) Seller shall provide Goshen a list of the current tenant(s) of the Real Estate, the terms of the lease agreement(s), and the status of the rental payments for the tenant(s).
- (2) Seller shall be entitled to all rents from the Real Estate until possession is delivered to Goshen and provided that such rents are paid prior to closing. No proration shall be made for delinquent rents existing as of the date of closing.
- (3) Seller shall pay Goshen the amount of any prepaid rents, if any, received by Seller for months subsequent to that in which closing occurs.

(4) Seller shall pay Goshen at closing the amount of any security and/or damage deposits held by Seller on behalf of tenant(s).

**MISCELLANEOUS**

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

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

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

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

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

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

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

Seller

Goshen

\_\_\_\_\_  
Michelle R. Thaxton (also known as Michelle Eckelbarger)

\_\_\_\_\_  
Becky Hutsell, Redevelopment Director  
Goshen Redevelopment Commission  
City of Goshen, Indiana

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

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

**RESOLUTION 46-2022**

**Approve Request to Execute an Agreement for Traffic Control Services with State Barricading, Inc. for the East College Avenue Project**

WHEREAS in June the Commission approved an agreement for construction services for the East College Avenue project.

WHEREAS the decision was made to contract directly for traffic control company to manage the overall traffic control plan.

WHEREAS Abonmarche, the consultant, requested three (3) quotes for traffic control and two were received.

NOW, THEREFORE, BE IT RESOLVED that Becky Hutsell Redevelopment Director is authorized to execute the Agreement with State Barricading, Inc. for Traffic Control Services for the East College Avenue project on behalf of the City of Goshen and Goshen Redevelopment Commission.

PASSED and ADOPTED on August 9, 2022

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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

RE: Request to Negotiate and Execute an Agreement for Traffic Control Services with State Barricading, Inc. for the East College Avenue Project

DATE: August 9, 2022

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In June, the Commission approved an agreement for construction inspection services for the East College Avenue project. While we had originally planned for the selected inspector to contract for overall traffic control, our current contract is only extending through December 31, 2022 with Abonmarche until we have a better idea of total project timing for 2023. We instead made the decision to contract directly with a traffic control company to manage the overall traffic control plan. While each contractor will be responsible for their traffic control within their project areas, the City will manage the general closures for the major roadways.

As our hired consultant for inspection, Abonmarche requested three (3) quotes for the traffic control services. Attached is a memo from Rob Nichols, the inspection manager for our project, along with the two (2) quotes that were submitted. We are recommending authorization from the Commission to negotiate and execute an agreement with State Barricading, Inc. The quote includes all necessary signage and control measures through September 2023 for a cost of \$25,113.

# MEMORANDUM

DATE: August 4, 2022

TO: Becky Hutsell, City of Goshen Redevelopment Director

FROM: Rob Nichols

RE: E. College Avenue Industrial Park, Traffic Control Contract

As requested Abonmarche Consultants requested quotes from three contractors to provide the traffic control as required for the E. College Avenue project. As you are aware the City is responsible for providing it for the duration of the project. We received quotes from two of the three contractors; Roadsafe declined to quote (email enclosed). After comparing the quotes and scope of work State Barricading was found to be the lowest and most responsive contractor. For one year (365 C/D of closure) their price is \$25,113.00. ACI is recommending that Goshen award a contract to State Barricading to provide the traffic control. We've enclosed copies of their quote along with the other quote received. Please note – while TCS lump sum quote appears to be lower, their quoted scope of work did not include all the necessary mobilizations or traffic control devices required. After adding these items back in at their submitted unit prices their quote was \$26,239.

If you have any questions please feel free to reach me at (574)210-0858 or via email at [rnichols@abonmarche.com](mailto:rnichols@abonmarche.com).



# State Barricading, Inc.

*"The Road To Success Is Always Under Construction"*  
 24963 US 20 West  
 South Bend, Indiana, 46628  
 Phone: 574-287-2078  
 Fax: 574-287-1744

# Quote

**Date: 5/2/2022**  
**Job East College Avenue**  
**Industrial Park Contract – 1.**  
**Water Main Loop. JN: 2020-**  
**0036-1. City Of Goshen, IN.**

TO All Bidders

| Qty  | Line Item # | Description  | Unit Price  | Line Total  |
|------|-------------|--|---|-------------|
| 1 LS | 3           | <b>Maintenance Of Traffic- As Shown On Plan, Consists Of:</b><br>6 EA- Construction Sign, A<br>31 EA- Detour Route Marker Assembly<br>5 EA- Type III Barricade W/ Sign<br>3 EA- Type III Barricade<br>Labor For One (1) Initial Set Up, Take Down Over Winter/Re-Set Up In Spring & One (1) Final Pick Up Of Equipment. <u>Closure Duration Approximately 365 C/D's Max.</u><br><br><i>Drums, Daily Rental, If Needed</i><br><i>Delivery Of Daily Rental Items, Per Each Requested Delivery (Includes Pick Up)</i> | \$25,113.00 Lump Sum<br><br><br><br><br><br><br><br>\$1.05 Per Day, Each<br><br>\$925.00 Per Delivery | \$25,113.00 |

**WBE/DBE\*Equal Opportunity Employers\*Indiana Laborers\*ATSSA Certified\***

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**Subtotal**

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*Thank you for your business!*

Quotation prepared by: \_\_\_\_\_

This is a quotation on the goods named, subject to the conditions noted below: (Quotation Valid For 60C/D's From Initial Quotation, Any Equipment Not Listed Herein, Or Requested By Contractor Will Be Charged Out As Extra, At Contractors Expense.)

To accept this quotation, sign here and return: Name: \_\_\_\_\_ Company \_\_\_\_\_

## Robert Nichols

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**From:** Rick Smith <rsmith@roadsafetraffic.com>  
**Sent:** Tuesday, August 2, 2022 3:17 PM  
**To:** Robert Nichols  
**Subject:** RE: East College Ave

Good to hear from you again Robert.... We currently are not bidding that project at this time...

Thanks again for reaching out...



**Rick P. Smith | Manager, Indiana Operations | RoadSafe Traffic Systems, Inc.**  
**3122 Olympia Dr. | Lafayette, Indiana 47909**  
**Ph 765-471-8891 | Direct 765-204-7426 | Mbl 815-791-8668**  
[www.roadsafetraffic.com](http://www.roadsafetraffic.com)  
[rsmith@roadsafetraffic.com](mailto:rsmith@roadsafetraffic.com)

---

**From:** Robert Nichols <rnichols@abonmarche.com>  
**Sent:** Tuesday, August 2, 2022 2:50 PM  
**To:** Rick Smith <rsmith@roadsafetraffic.com>  
**Subject:** East College Ave

**CAUTION:** This email originated from outside the company. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Rick,

Would you be interested in quoting the road closure/traffic control for the East College Avenue project in Goshen, Indiana?

Thanks,  
Rob Nichols

Get [Outlook for iOS](#)

CONFIDENTIALITY NOTICE: This e-mail and any attachments are for the exclusive and confidential use of the intended recipient. If you are not the intended recipient, please do not read, distribute or take action in reliance upon this message. If you have received this e-mail in error, please notify us immediately and promptly delete this message and its attachments from your computer system. We do not waive any work product privilege by the transmission of this message.



**Traffic Control Specialists, Inc.**

# Bid Proposal

|  |                 |
|--|-----------------|
| Letting Date   | Contract Number |
| 8/2/2022   |                 |
| Project Location   |                 |
| City of Goshen College Ave Bridge Reconstruction and Utility Relocation; Elkhart Co. |                 |

| Attn: Estimating |             |  |                 |                              |                          |                    |
|------------------|-------------|--|-----------------|------------------------------|--------------------------|--------------------|
| REP              | Quote Valid | Start Date   | Completion Date | Intermediate Completion Date | Closure/Restriction Days | Calendar Days      |
| SDR              | 30 Days     |  | Fall 2023       |                              |                          |                    |
| Line             | Item Number | Description  | Quantity        | Unit Price                   | Total                    |                    |
| 2                | 110-01001   | Mobilization   | 1 EA            | \$3,500.00 EA                | \$3,500.00               |                    |
| 4A               | 801-06775   | Maintaining Traffic - <b>For use at contractor's convenience</b> |                 | Daily Rental                 | As Needed                |                    |
|                  | 801-06775   | Maintaining Traffic - Barrel                                     |                 | \$0.50 EA, per calendar day  |                          |                    |
|                  | 801-06775   | Maintaining Traffic - Barrel w/Light                             |                 | \$0.68 EA, per calendar day  |                          |                    |
|                  | 801-06775   | Maintaining Traffic - Sand Bags                                  |                 | \$0.05 EA, per calendar day  |                          |                    |
|                  | 801-06775   | Maintaining Traffic - Delivery Charge (Drop off Only)            |                 | \$86.00 EA                   |                          |                    |
|                  | 801-06775   | Maintaining Traffic - Pick-up Charge                             |                 | \$86.00 EA                   |                          |                    |
|                  | 801-06775   | Maintaining Traffic - Delivery Charge (Setup)                    |                 | \$77.00 EA, Laborer per Hr   |                          |                    |
|                  | 801-06775   | Maintaining Traffic - Pick-up Charge (Setup)                     |                 | \$77.00 EA, Laborer per Hr   |                          |                    |
| 4B               | 801-07118   | Barricade, III-A   | 48 LF           | \$22.95 LF                   | \$1,101.60               |                    |
| 4C               | 801-07119   | Barricade, III-B   | 32 LF           | \$22.95 LF                   | \$734.40                 |                    |
| 4D               | 801-04308   | Road Closure Sign Assembly                                       | 4 EA            | \$335.00 EA                  | \$1,340.00               |                    |
| 4E               | 801-06625   | Detour Route Marker Assembly                                     | 14 EA           | \$185.00 EA                  | \$2,590.00               |                    |
| 4F               | 801-06640   | Construction Sign, A   | 4 EA            | \$268.00 EA                  | \$1,072.00               |                    |
| 34               |             | Line, Paint, Solid, (Color), 4"                                  | 1,000 LF        | \$0.39 LF                    | \$390.00                 |                    |
|                  |             |  |                 |                              | <b>TOTAL</b>             | <b>\$10,728.00</b> |

**GENERAL NOTES:**

- Above quote is based on plans and specifications at the time of bid. Calendar days may be adjusted upon request.
- Quote valid for 30 calendar days ONLY, contracts awarded after 30 days may require a requote.
- Contact TCS, Inc., if the proposal is NOT ACCEPTED IN WHOLE.** Performance Bond **NOT** Included, add 3% of the total, if required.
- Items not paid by owner will be invoiced to the contractor at a daily rate, based on adjusted item unit price.
- Changes by Engineer/Contractor require approved and signed change order, **PRIOR** to commencing work.
- TCS, Inc. shall give contractor at least 30 days' notice of cancellation/non-renewal/restrictive modifications added as it relates to insurance requirements.
- Retention will only be agreed to if Owner requires retention from Contractor.
- All quantities are estimates only and actual installed quantities will be billed.
- Proposal is subject to applicable state sales tax if a valid sales tax exemption certificate is not provided by the customer.
- TCS, Inc. must have at least 7 days notice prior to scheduled work.
- Move-ins will be billed as quoted. All additional mobilizations will be billed.
- Any Mobilization performed outside the hours of 7:00 am to 5:00 pm, Monday through Thursday, will incur additional costs.

**Permanent Pavement Markings:**

- Weather conditions must meet INDOT/Manufacturer specifications at 7:00 AM on the day of installation or TCS, Inc. shall not be held responsible for warranty.
- Any pavement marking warranty responsibility by TCS, Inc. will be void on markings installed between November 1st and March 31st.
- Warranty on retroreflectivity voided if marking is installed between November 1st and March 31st.
- All surface preparation (i. e., fog seal, curing compound, removal) and pavement cleanup shall be performed by others or at additional cost.
- Documentation of pavement markings will be quoted individually or will be billed as an additional mobilization.
- Layout or placement of guide lined markings for grooving shall not be used in place of temporary tape to delineate traffic and will be billed as temporary paint if temporary tape is not applied to final surface.
- Prime contractor will not hold TCS, Inc. liable for any liquidated damages not caused by TCS, Inc. and if not informed in a timely manner.

**Contacts:**

**For questions regarding the quote:**

Estimating Manager: Rik Ritzler, Office 574-772-7001 Ext. 122 Cell: 574-806-7139

[Estimating@tcspecialists.net](mailto:Estimating@tcspecialists.net)

**To accept the quote, please contact Contract Administration:**

Traffic Control Specialists, Inc.  
1810 W. Pacific Ave, Knox, IN 46534  
[contractadmin@tcspecialists.net](mailto:contractadmin@tcspecialists.net)  
574-772-7001 Office Ext. 129  
574-772-7002 Fax

Approved By: Brian A. Triska Date: 4/22/2022

Accepted By: Customer Signature Required Date:

**RESOLUTION 47-2022**

**Ratify Execution of Agreement for Construction Inspection for the East College Avenue Infrastructure Extension Project**

WHEREAS the Goshen Redevelopment Commission passed Resolution 43-2022 authorizing Redevelopment Director Becky Hutsell to negotiate and execute an agreement with Abonmarche Consultants for Construction Inspection for the East College Avenue Infrastructure Extension Project.

NOW, THEREFORE, BE IT RESOLVED that the Goshen Redevelopment Commission approves the terms and conditions of the agreement with Abonmarche Consultants for Construction Inspection for the East College Avenue Infrastructure Extension Project which is attached to and made part of this resolution.

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

PASSED and ADOPTED on August 9, 2022

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Vince Turner, President

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Andrea Johnson, Secretary

## AGREEMENT

### Construction Inspection for the East College Avenue Infrastructure Extension Project Job No: 2020-0036

THIS AGREEMENT is entered into on July 12, 2022, by and between **Abonmarche Consultants, Inc.** (“Contractor” or “Abonmarche”), whose mailing address is 303 River Race Drive, Unit 206, Goshen, IN 46526, and **City of Goshen, Indiana**, a municipal corporation and political subdivision of the State of Indiana acting through the City of Goshen Redevelopment Commission (“City”).

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

#### **Section 1. Scope of Services.**

Abonmarche shall provide the City the following scope of work for the City of Goshen’s Construction Inspection for the East College Avenue Infrastructure Extension Project, which services are more particularly described in Abonmarche’s July 11, 2022 proposal attached as Exhibit A and City of Goshen’s Request for Proposal for Construction Inspection for the East College Avenue Infrastructure Extension Project Job Number: 2020-0036 (“RFP”) marked as Exhibit B.

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

Abonmarche shall observe, track and document all construction activities, decisions, correspondence, reports and other communications related to its responsibilities under this Agreement. It shall be the responsibility of Abonmarche to administer, monitor, and inspect the Construction Contracts such that the project is constructed in reasonable conformity with the plans, specifications and special provisions for the Construction Contract.

Abonmarche shall observe the Contractor’s work to determine the progress and quality of work, identify discrepancies, report significant discrepancies to the City, and direct the Contractor to correct such observed discrepancies.

Abonmarche shall report Field Change Order requests by Contractor to the City and provide a recommendation regarding requested changes to City staff.

Abonmarche shall inform the City of any significant omissions, substitutions, defects and deficiencies noted in the work of the Contractors and the corrective action that has been directed to be performed by the Contractor.

The Scope of Services included under this agreement include construction inspection services to oversee three primary contracted projects as outlined below:

**Contract 1 – Watermain Loop:** Construction of a new water main loop extending from the west side of the railroad tracks on College Avenue east to CR 31, south to CR 38 and back west to connect to the existing water main at Century Drive. Project will include two bore and jacks beneath the Norfolk Southern rail line as well as a bore beneath county regulated drain, Lateral K.

**Contract 2 – Mass earthwork:** Construction of all stormwater detention ponds for the industrial subdivision, including creation of two (2) new signification ponds, construction of a series of swales and piping to direct storm water into the ponds and installation of outfalls to the Elkhart County regulated drainage system. Total earthwork to be relocated is approximately 1.1 million cubic yards.

**Contract 3 – Onsite Utility Construction/Public Roadway Loop:** Construction of a new public roadway loop within the industrial subdivision on the north side of College Ave/CR 36, including installation of public water main, sewer main and storm sewer connecting to the drainage system. Includes installation of a new lift station to serve the development.

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

1. The agreement shall become effective on the day of execution and approval by both parties.
2. Abonmarche acknowledges that time is of the essence and that the timely performance of its services is an important element of this agreement. Abonmarche shall perform all services as expeditiously as is consistent with professional skill and care in the orderly progress of the services. A preliminary timeline is included with the July 11, 2022 proposal (Exhibit A) and RFP (Exhibit B).
3. Work is anticipated to begin in July 2022 and will extend until work is complete. The overall timeline for construction inspection services will be dependent on several factors, including availability of materials, timing for railroad permits, etc., but contract completion dates are currently set for September 2023. Because of the existence of unknowns, construction inspection services shall be through December 31, 2022 with the expectation of extending the contract into 2023 once the duration of construction continuing into 2023 is better understood.

**Section 3. Compensation.**

(A) City agrees to compensate Abonmarche for work performed under this agreement in the total lump sum amount for each phase as follows:

|  |                         |
|--|-------------------------|
| Contract 1: No significant work this year .....  | \$0                     |
| Contract 2: July- December .....                 | Lump Sum of \$137,240   |
| Contract 3: October-December .....               | Lump Sum of \$50,760    |
| Field Office – 5 months @ \$3200 per month ..... | \$16,000                |
| Total .....                                      | Not to Exceed \$204,000 |

**Section 4. Payment.**

1. City shall pay Abonmarche services satisfactorily completed under this agreement as services progress based on the amounts set forth in Section 3.

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

City of Goshen  
Community Development  
c/o Becky Hutsell  
204 East Jefferson Street, Suite 6  
Goshen, IN 46528

3. Payment will be made within forty-five (45) days following City's receipt of the invoice. If any dispute arises, the undisputed amount will be paid. Payment is deemed to be made on the date of mailing the check.
4. Abonmarche is required to have a current W9 form on file with the Goshen Clerk-Treasurer's Office before City will issue payment.

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

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

#### **Section 6. Independent Contractor.**

1. Contractor shall operate as a separate entity and independent contractor of the City of Goshen. Any employees, agents or subcontractors of Contractor shall be under the sole and exclusive direction and control of Contractor and shall not be considered employees, agents or subcontractors of City. City shall not be responsible for injury, including death, to any persons or damages to any property arising out of the acts or omissions of Contractor and/or Contractor's employees, agents or subcontractors.
2. Contractor understands that City will not carry worker's compensation or any other insurance on Contractor and/or Contractor's employees or subcontractors.
3. Contractor is solely responsible for compliance with all federal, state and local laws regarding reporting of compensation earned and payment of taxes. City will not withhold federal, state or local income taxes or any other payroll taxes.

#### **Section 7. Non-Discrimination.**

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



**Section 8. Employment Eligibility Verification.**

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

**Section 9. Contracting with Relatives.**

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

**Section 10. Indemnification.**

Contractor shall indemnify and hold harmless the City of Goshen and City's officers and employees from and against liability, damages or injuries to the extent caused by the negligent act or omission of the Contractor, its officers and employees and others for whom Contractor is legally liable in the performance of services under this agreement. Such indemnity shall be limited by the amount of insurance coverage required under this agreement.

**Section 11. Insurance.**

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

- (2) General Liability - Combined Bodily Injury and Property Damage, \$1,000,000 each occurrence and aggregate
- (3) Automobile Liability - Combined Bodily Injury and Property Damage, \$1,000,000 each occurrence and aggregate
- (4) Professional Liability - Combined Bodily Injury and Property Damage, \$2,000,000 each occurrence and aggregate
- (5) Excess/Umbrella Liability - \$8,000,000 each occurrence and aggregate

## **Section 12. Force Majeure.**

1. Except for payment of sums due, neither party shall be liable to the other or deemed in default under this contract if and to the extent that such party's performance under this contract is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the party and could not have been avoided by exercising reasonable diligence. Examples of force majeure are natural disasters or decrees of governmental bodies not the fault of the affected party.
2. If either party is delayed by force majeure, the party affected shall provide written notice to the other party immediately. The notice shall provide evidence of the force majeure event to the satisfaction of the other party. The party shall do everything possible to resume performance. If the period of non-performance exceeds thirty (30) calendar days, the party whose ability to perform has not been affected may, by giving written notice, terminate the contract and the other party shall have no recourse.

## **Section 13. Default.**

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

- (5) A receiver, trustee, or similar official is appointed for Contractor or any of Contractor's property.
- (6) Contractor is determined to be in violation of federal, state, or local laws or regulations and that such determination renders Contractor unable to perform the services described under these Specification Documents.
- (7) The contract or any right, monies or claims are assigned by Contractor without the consent of the City.

**Section 14. Termination.**

1. The agreement may be terminated in whole or in part, at any time, by mutual written consent of both parties. Contractor shall be paid for all services performed and expenses reasonably incurred prior to notice of termination.
2. City may terminate this agreement, in whole or in part, in the event of default by Contractor.
3. The rights and remedies of the parties under this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this agreement.

**Section 15. Notice.**

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

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

Contractor: Abonmarche Consultants, Inc.  
Attention: Bradley E. Mosness, PE  
Project Manager  
303 River Race Drive, Unit 206  
Goshen, IN 46526

**Section 16. Subcontracting or Assignment.**

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

**Section 17. Amendments.**

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

**Section 18. Waiver of Rights.**

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

**Section 19. Applicable Laws.**

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

**Section 20. Miscellaneous.**

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

**Section 21. Severability.**

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

**Section 22. Binding Effect.**

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

**Section 23. Entire Agreement.**


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

**Section 24. Authority to Execute.**

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

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

**City of Goshen, Indiana**  
Redevelopment Commission

  
\_\_\_\_\_  
Becky Hutsell  
Community Development Director

Date: 7/12/2022

**Abonmarche Consultants, Inc.**

  
\_\_\_\_\_  
Bradley E. Mosness, PE, Vice President

Date: 08-02-2022

**RESOLUTION 48-2022**

**Authorize Execution of an Amended Agreement of the Sale and Purchase of Real Estate at 323 South Sixth Street and 211 East Madison Street**

WHEREAS the Commission entered into an Agreement with David Stump in March 2015 for the purchase of 323 South Sixth Street and 211 West Madison Street.

WHEREAS the purchaser has requested to amend the agreement and the changes were approved by a review committee.

NOW, THEREFORE, BE IT RESOLVED that the Goshen Redevelopment Commission approves the agreement amendment with David and Sara Stump and the City of Goshen and Redevelopment Director Becky Hutsell is authorized to execute the agreement amendment on behalf of the City of Goshen and Goshen Redevelopment Commission.

PASSED and ADOPTED on August 9, 2022.

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Vince Turner, President

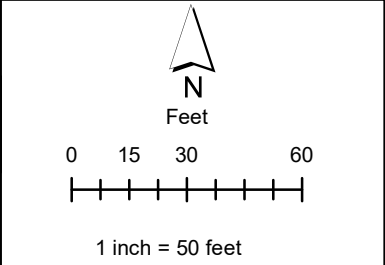
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Andrea Johnson Secretary



Former D & T Muffler Shop

Information as of  
August 5, 2022



The City of Goshen's Digital Data is the property of the City of Goshen and Elkhart County, Indiana. All graphic data supplied by the city and county has been derived from public records that are constantly undergoing change and is not warranted for content or accuracy. The city and county do not guarantee the positional or thematic accuracy of the data. The cartographic digital files are not a legal representation of any of the features depicted, and the city and county disclaim any assumption of the legal status they represent. Any implied warranties, including warranties of merchantability or fitness for a particular purpose, shall be expressly excluded. The data represents an actual reproduction of data contained in the city's or county's computer files. This data may be incomplete or inaccurate, and is subject to modifications and changes. City of Goshen and Elkhart County cannot be held liable for errors or omissions in the data. The recipient's use and reliance upon such data is at the recipient's risk. By using this data, the recipient agrees to protect, hold harmless and indemnify the City of Goshen and Elkhart County and its employees and officers. This indemnity covers reasonable attorney fees and all court costs associated with the defense of the city and county arising out of this disclaimer.

**The City of Goshen**  
 Department of Public Works & Safety  
 Office of Engineering  
 204 East Jefferson Street, Goshen, Indiana 46528  
 Phone: 574-534-2201 Fax: 574-533-8626





# **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 **July 13, 2022 through August 5, 2022** and finds that entries are allowed in the total amount of **\$847,173.78**

**APPROVED** on August 9, 2022

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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 07/13/22 through 08/05/22

|                               |  |   |
|-------------------------------|--|---|
| <b>406-560-00-413.0701</b>    |  | <b>RDV NON-RVRT OP/Clothing Allowance</b>       |
| 8/4/2022                      | Tracee Norton                                | \$100.00  |
| <b>Line Total for Period:</b> |  | <b>\$100.00</b>                                 |
| <b>406-560-00-431.0502</b>    |  | <b>RDV NON-RVRT OP/Contractual Services</b>     |
| 7/13/2022                     | Barkes, Kolbus, Rife & Shuler, LLP (00311)   | \$4,487.00                                      |
| 8/4/2022                      | Yarkshark, LLC                               | \$870.00  |
| <b>Line Total for Period:</b> |  | <b>\$5,357.00</b>                               |
| <b>406-560-00-435.0101</b>    |  | <b>RDV NON-RVRT OP/Electric</b>                 |
| 7/13/2022                     | NIPSCO (00014)                               | \$358.67  |
| 7/13/2022                     | NIPSCO (00014)                               | \$209.78  |
| 8/4/2022                      | NIPSCO (00014)                               | \$54.89   |
| <b>Line Total for Period:</b> |  | <b>\$623.34</b>                                 |
| <b>406-560-00-435.0201</b>    |  | <b>RDV NON-RVRT OP/Gas</b>                      |
| 7/13/2022                     | NIPSCO (00014)                               | \$148.89  |
| 8/4/2022                      | NIPSCO (00014)                               | \$17.72   |
| <b>Line Total for Period:</b> |  | <b>\$166.61</b>                                 |
| <b>406-560-00-439.0301</b>    |  | <b>RDV NON-RVRT OP/Subscriptions &amp; Dues</b> |
| 7/13/2022                     | Redevelopment Association of Indiana (07563) | \$125.00  |
| 7/13/2022                     | The Goshen News (00115)                      | \$239.56  |
| 8/4/2022                      | Elan Corporate Payment Systems               | \$26.00   |
| <b>Line Total for Period:</b> |  | <b>\$390.56</b>                                 |
| <b>473-560-00-431.0502</b>    |  | <b>SOUTHEAST TIF/Contractual Services</b>       |
| 8/4/2022                      | American Structurepoint, Inc. (03093)        | \$408.00  |
| 8/4/2022                      | Lochmueller Group(09835)                     | \$3,112.33                                      |
| <b>Line Total for Period:</b> |  | <b>\$3,520.33</b>                               |

|                                       |  |   |                     |
|---------------------------------------|--|---|---------------------|
| <b>473-560-00-439.0930</b>            |  | <b>SOUTHEAST TIF/Other Services &amp; Charges</b> |                     |
| 8/4/2022                              | Abonmarche (05859)                             |   | \$2,000.00          |
| 8/4/2022                              | Barkes, Kolbus, Rife & Shuler, LLP (00311)     |   | \$236.40            |
| <b>Line Total for Period:</b>         |  |   | <b>\$2,236.40</b>   |
| <b>473-560-00-442.0000</b>            |  | <b>SOUTHEAST TIF/Capital Projects</b>             |                     |
| 8/5/2022                              | Niblock Excavating, Inc. (00653)               |   | \$569,525.00        |
| <b>Line Total for Period:</b>         |  |   | <b>\$569,525.00</b> |
| <b>480-560-00-431.0502</b>            |  | <b>RR/US 33 TIF/Contractual Services</b>          |                     |
| 8/4/2022                              | A & Z Engineering, LLC                         |   | \$32,530.00         |
| 8/4/2022                              | Abonmarche (05859)                             |   | \$1,000.00          |
| 8/4/2022                              | American Structurepoint, Inc. (03093)          |   | \$4,200.00          |
| <b>Line Total for Period:</b>         |  |   | <b>\$37,730.00</b>  |
| <b>480-560-00-439.0930</b>            |  | <b>RR/US 33 TIF/Other Services &amp; Charges</b>  |                     |
| 8/4/2022                              | Abonmarche (05859)                             |   | \$2,000.00          |
| 8/4/2022                              | City of Goshen Utilities                       |   | \$24.54             |
| <b>Line Total for Period:</b>         |  |   | <b>\$2,024.54</b>   |
| <b>480-560-00-441.0001</b>            |  | <b>RR/US 33 TIF/Property Acquisition</b>          |                     |
| 8/4/2022                              | Barkes, Kolbus, Rife & Shuler-FID ACCT (05080) |   | \$225,500.00        |
| <b>Line Total for Period:</b>         |  |   | <b>\$225,500.00</b> |
| <b>Total Expenditures for Period:</b> |  |   | <b>\$847,173.78</b> |



# August 2022 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

- The City continues to work with INDOT and Norfolk Southern for the design of the Madison Street railroad Crossing. Based a discussion with Norfolk Southern in November of 2021, NS has not begun their design work yet. The quiet zone schedule is being driven by this work. Activities to be completed to implement the Quiet Zone are: – Installation of signs and delineators at the railroad crossings.
- – Traffic counts to be done at each of the railroad crossings.
- – 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 TBD.
- – Submit the Public Authority Application (PAA) to Federal Railroad Administration (FRA) for review, which typically takes 2 months.
- – 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 plan’s 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 August 4, 2021, and they will assist by having an invoice sent to initiate the work.

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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. NIPSCO has recently completed the relocation of the electric lines. We intend to bid yet this year but likely will not begin construction until 2023 due to material availability.

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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 will likely be delayed until 2023 due to material and contractor availability.

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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

Agreements are in place with all three property owners to allow the drainage improvements to proceed for this area. To avoid loss of the collected TIF funds, Civil City is partnering with the Redevelopment Commission to fund the stormwater design. Bids were received on December 6. HRP was awarded a contract in December to complete the construction work work is underway. All work is to be complete by November of this 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. A development proposal was received from Anderson Partners LLC to build a mixed-use project consisting of approximately 138 apartments and 1,000 square feet of commercial space. The Redevelopment Commission and City Council have approved a development agreement with the developer and the rezoning has been completed. The developers are currently working on their application for READI grant funding and construction is anticipated beginning in 2023.

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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

This project has been tabled indefinitely. Updated cost estimates have confirmed that the project costs have continued to rise and proceeding at this time is not feasible.

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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

Per the agreement amendment approved in April, InSite is to provide updated plans for approval by August of this year with a commitment to commence construction by June 1, 2023.

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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 were to be submitted by December 17, 2021. The next step will be to solicit quotes to perform the public portion of the vault closures. Once a contractor is under contract, property owners can begin their work. For those that did not sign-up for the 2022 vault closure program, the City will need to implement an ordinance to compel further action.

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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

Per the agreement amendment approved in April, InSite is to provide updated plans for approval by August of this year with a commitment to commence construction by June 1, 2023.

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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

The City and American Structurepoint continue to work out the final professional services design fee.

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

PROJECT DESCRIPTION

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

PROJECT UPDATE

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

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**PROJECT: 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

The study has been completed and the Redevelopment Commission has approved issuance of an RFP for design services for a new south fire station facility.

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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. As of December 2021, the survey work is complete and the geotechnical engineer is scheduling the soil borings for the first part of February. The design will be completed this year, but staff is cautiously watching the material prices and contractor availability.

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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 in 2022 or early 2023. The Commission granted permission to begin the process of obtaining appraisals for the impacted properties and more information will be provided once appraisals are complete.

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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 occurred, and the Water Utility will be hiring a consultant to assist with planning and design for water system improvements.

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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

Construction contracts have been awarded to HRP Construction for Contracts 1 and 3 and Niblock Excavating for Contract 2. A preconstruction meeting will be held this month to better determine construction timing for the various phases. Completion deadlines for the project are currently set for September 2023, subject to material availability.

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**PROJECT: PARK DEPARTMENT MAINTENANCE BUILDING**

PROJECT DESCRIPTION

The Goshen Parks Department needs to relocate its existing maintenance building which is located in a floodway in Shanklin Park. The Redevelopment Commission has offered the property between Plymouth Avenue and Jackson Street, adjacent to the east side of the railroad. The Commission has also allocated \$1.0 million toward the cost of designing and constructing the new facility.

PROJECT UPDATE

A construction contract has been awarded to Nuway Construction for the new facility. It's anticipated that site work will be completed this fall with building construction occurring over the winter months. Material availability is a key component to final completion for this project.