



**GOSHEN REDEVELOPMENT COMMISSION  
AGENDA FOR THE REGULAR MEETING OF December 13, 2022**

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

The Goshen Redevelopment Commission will meet on December 13, 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. NEW BUSINESS**

**Resolution 60-2022** – Amending Declaratory Resolution of the Goshen Redevelopment Commission Creating a New Housing Allocation Area within the Southeast Economic Development Area

**Resolution 61-2022** – Acquisition of Real Estate from Noel Farm, LLC

**Resolution 62-2022** – Request to Approve Agreement Extension No. 1 with Abonmarche Consultants, LLC for East College Avenue Construction Inspection Services

**Resolution 63-2022** – Request to Approve and Authorize Execution of Change Order No. 4 with Phend & Brown for Eisenhower Drive North and South Road Reconstruction

**Resolution 64-2022** – Request to Authorize Negotiation and Execution of an Agreement for Tenth Street Reconstruction

**Resolution 65-2022** - Request to Approve INDOT/LPA Agreement for the Blackport Drive Reconstruction Project

**Resolution 66-2022** – Authorize Clerk-Treasurer to liquidate the 2015 RD Capital Fund and deposit funds into the TIF Bond and Interest Fund.

**Resolution 67-2022** – Request to Amend the Amended Agreement for the Sale and Purchase of Real Estate at 323 South Sixth Street

- 5. DISCUSSION**  
Moving funds from North US33 TIF to Consolidated River/Race US 33 TIF Fund

- 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 – January 10, 2023 at 3:00 p.m.

# **GOSHEN REDEVELOPMENT COMMISSION**

## **Minutes for the Regular Meeting of November 8, 2022**

The Goshen Redevelopment Commission met in a regular meeting on November 8, 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 Brian Garber. 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, Brett Weddell and Bradd Weddell

Absent: Steve Brenneman

(3:05) Commissioner Steve Brenneman enters the meeting.

### **APPROVAL OF MINUTES**

A motion was made by Commissioner Weddell and seconded by Commissioner Johnson to approve the minutes of the October 11, 2022 regular meeting.

The motion was adopted unanimously.

Commission President Garber introduced new Commission member Steve Brenneman.

### **PRESENTATION**

Jason Semler, Baker Tilly – Annual presentation of information for the governing bodies of 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

Mr. Semler, Baker Tilly, presented a power point of the TIF Report presentation and answered questions from Commission members.

(26:32) Mayor Stutsman swore in new Commission member Steve Brenneman.

### **OLD BUSINESS**

**Resolution 54-2022** - A Resolution Authorizing Termination of the 2018 Agreement, 2019 Agreement and 2022 Amendment with River Art, LLC for the Third Street Property Real Estate

(28:00) Becky Hutsell, Redevelopment Director, this resolution states that we are willing to terminate the agreement for this development. A loan was made to LaCasa to make improvements to the north half of the building. They completed some of the improvements and transferred the property to InSite Development along with the \$150,000 loaned for the improvements. The Commission approved to provide an additional \$100,000 to get the project started. At this time, no interest or loan payments have been made. River Arts have made their lease payments which is paid through the end of the year.

(30:12) Questions from Commission members regarding agreement and the amount owed.

A motion was made by Commissioner Weddell and seconded by Commissioner Brenneman to approve Resolution 54-2022.

The motion was adopted unanimously.

**Resolution 55-2022** – A Resolution Authorizing Termination of the 2019 Agreement and 2022 Amendment with Millrace Townhomes, LLC for the Sale, Purchase and Development of the Millrace Townhomes Subdivision

(36:50) Becky Hutsell, Redevelopment Director, requesting termination of this agreement. The property has not been transferred to InSite Development. If approved, would like to issue a new Request for Proposals (RFP) on this site as well as the Third Street properties. New appraisals are needed.

A motion was made by Commissioner Weddell and seconded by Commissioner Johnson to approve Resolution 55-2022.

The motion was adopted unanimously.

### **NEW BUSINESS**

**Resolution 56-2022** – Ratify Execution of Agreement with State Barricade for East College Avenue Traffic Control & Maintenance

(57:00) Becky Hutsell, Redevelopment Director, in September three quotes were presented for traffic control lasting five months for the East College Avenue project. This is the larger scope of the traffic control. Asking for ratification of the executed agreement at a cost of \$25,113.00

A motion was made by Commissioner Weddell and seconded by Commissioner Brenneman to approve Resolution 56-2022.

The motion was adopted unanimously.

**Resolution 57-2022** – Ratify Execution of an Agreement Amendment with Nuway Construction for the New Parks Maintenance Facility

(38:00) Becky Hutsell, Redevelopment Director, two change order requests from Nuway Construction for the asbestos abatement in the building that was demolished and a canopy that was not included. Formal amendment for the modifications and requesting ratification.

A motion was made by Commissioner Weddell and seconded by Commissioner Brenneman to approve Resolution 57-2022.

The motion was adopted unanimously.

**Resolution 58-2022** – Execution of Agreement Amendment with A & Z Engineering for the Court Consolidation Roadway Improvement Project Design

(39:03) Josh Corwin, Civil Engineer, this amendment covers the design and soil borings for two additional retention basins and the addition of title search document to the right-of-way engineering services. This amendment is for \$65,412.00 with a new contract total of \$461,407.00

(40:40) Sue Perri, 1723 Reliance Road, told the Commission on how she came to know about and live in Goshen. She purchased the home in 1973 and has lived there almost 50 years. They recently re-sided the home which is over 100 years old. Questions the site location for the new courthouse due to the water issues. Her whole family is devastated that they may lose their home. She is not happy with the lack of communication from the city as to what is going on with her home. They are living on a fixed

income and the possibility of looking for another home and possibly having to take out a mortgage is not something they want to do at their age. It makes it very hard to plan when you don't know what is happening and doesn't want to end up with two homes. Talked about the current traffic using a 4-way stop and her concerns about the roundabout.

Becky Hutsell, Redevelopment Director, the changes have delayed getting the final plans. We could not say what the right-of-way is going to look like. Once the final plans are received, we will know what is needed. Would like to relocate their home further back on an additional parcel they currently own.

Comments and discussion about the process and being fair to the property owner.

Commissioner Garber abstained from voting.

A motion was made by Commissioner Weddell and seconded by Commissioner Brenneman to approve Resolution 58-2022.

The motion was adopted 4-0.

**Resolution 59-2022** – Approve and Authorize Execution of Change Order No. 1 with Niblock Excavating, Inc. for the Genesis Products – Kercher Road Crossing (59:00) Becky Hutsell, Redevelopment Director, this project is completed and came in under budget. This is a balancing change order and decreases the contract amount by \$16,249.04

A motion was made by Commissioner Weddell and seconded by Commissioner Johnson to approve Resolution 59-2022.

The motion was adopted unanimously.

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

A motion was made by Commissioner Weddell and seconded by Commissioner Brenneman to approve the amended register of claims in the amount of \$549,640.18.

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 Garber asked about the Ready Grant for Ariel Cycleworks and Becky Hutsell responded that they were awarded part of it but not the full amount.

Commissioner Garber asked out Frontier moving their lines for the Lincoln Avenue Project and Dustin Sailor responded that a right-of-way plan was given and discussed that if our consultant Abonmarche stakes it out, we will accept it.

Commissioner Brett Weddell asked Dustin Sailor at the last meeting he asked about the 80/20 split with MACOG for the Blackport Drive Reconstruction project and was inquiring if he had an answer yet. Mr. Sailor responded he did not have an answer yet. Mayor Stutsman responded that if a project comes in over budget, both parties would work together to find additional funding.



Commissioner Brett Weddell asked about the RFP for 233 South Main Street and Becky Hutsell responded that her goal is to have this site, the Third Street properties and Millrace site out for a Request for Proposals (RFP) after first of the year.

**ANNOUNCEMENTS**

It was announced that the next regular meeting is scheduled for December 13, 2022 at 3:00 p.m.

**ADJOURNMENT**

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

The motion was adopted unanimously.

The regular meeting was adjourned at 4:13 p.m.

**APPROVED** on December 13, 2022

**GOSHEN REDEVELOPMENT COMMISSION**

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Brian Garber, President

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Brianne Brenneman, Secretary

RESOLUTION NO. 60-2022

AMENDING DECLARATORY RESOLUTION OF THE GOSHEN REDEVELOPMENT COMMISSION CREATING A NEW HOUSING ALLOCATION AREA WITHIN THE SOUTHEAST ECONOMIC DEVELOPMENT AREA

WHEREAS, the Goshen ("City") Redevelopment Commission ("Commission") adopted a declaratory resolution on August 14, 2012, as supplemented and amended to date (collectively, as amended "Declaratory Resolution"), as confirmed by a confirmatory resolution adopted on November 13, 2012, as supplemented and amended to date (collectively, as amended, "Confirmatory Resolution"), establishing and consolidating the Southeast Economic Development Area ("Original Area");

WHEREAS, the Declaratory Resolution and the Confirmatory Resolution are hereinafter collectively referred to as the "Area Resolution;"

WHEREAS, the Area Resolution approved the Economic Development Plan, as amended (collectively, as amended, "Original Plan") which Original Plan contained specific recommendations for economic development in the Original Area;

WHEREAS, the Area Resolution designated, consolidated and expanded the Southeast Allocation Area in accordance with IC 36-7-14-39 ("Original Allocation Area"), for the purpose of capturing property taxes generated from the incremental assessed value of real property located in the Original Allocation Area;

WHEREAS, the Commission has certain outstanding; (i) Redevelopment District Refunding Bonds of 2015, dated February 26, 2015, now outstanding in the amount of \$1,255,000 and maturing annually on January 1 over a period ending January 1, 2025, as authorized by resolution ("2015 Resolution"), payable from tax increment collected in the Original Allocation Area ("Tax Increment"); and (ii) the pledge of the Tax Increment collected in the Original Allocation Area to the payment of lease rentals pursuant to a Lease Agreement, dated April 25, 2015, as amended by Amendment No. 1 to Lease, dated May 18, 2015 (collectively, as amended, "2015 Lease"), between the Goshen Redevelopment Authority ("Authority") and the Commission securing the Authority's Economic Development Lease Rental Refunding Bonds of 2015, dated June 19, 2015, now outstanding in the amount of \$3,440,000, and which 2015 Lease is payable semiannually on January 1 and July 1 over a period ending January 1, 2028 (collectively, "Outstanding Obligations");

WHEREAS, neither the 2015 Resolution nor the 2015 Lease, each authorizing the Outstanding Obligations, prohibit the alteration of the Original Allocation Area if, in the judgment of the Commission, the alteration does not adversely affect the owners of the Outstanding Obligations in any material way;

WHEREAS, the Commission now desires to amend the Area Resolution to: (i) reduce the Original Allocation Area by removing the area identified on the map in Exhibit A attached hereto and incorporated herein from the Original Allocation Area (as reduced, will continue to be known as the "Southeast Allocation Area") and designating such new area as the Southeast Housing TIF

Allocation Area; and (ii) pursuant to IC 36-7-14-53 through -56, approve the residential Housing Program attached hereto as Exhibit B ("Housing Program"), including the construction of road infrastructure, utility infrastructure and sidewalks, together with all necessary appurtenances, related improvements and equipment, needed to support the proposed development in the Housing Program ("Projects") in, serving or benefiting the Original Area;

WHEREAS, the Southeast Allocation Area shall maintain the same base assessment date as the Original Allocation Area;

WHEREAS, the Southeast Housing TIF Allocation Area shall have a base assessment date of January 1, 2023; and

WHEREAS, IC 36-7-14-17.5 authorizes the Commission to amend the Area Resolution after conducting a public hearing, if it finds that:

- (a) The amendments are reasonable and appropriate when considered in relation to the Original Area Resolution and the purposes of IC 36-7-14; and
- (b) The Original Area Resolution conforms to the comprehensive plan for the City;

NOW, THEREFORE, BE IT RESOLVED BY THE GOSHEN REDEVELOPMENT COMMISSION, THAT:

Section 1. The Area Resolution is hereby amended to: (i) reduce the Original Allocation Area by removing the area identified on the map in Exhibit A attached hereto and incorporated herein from the Original Area (as reduced, will continue to be known as the "Southeast Allocation Area") and designating such new area as the Southeast Housing TIF Allocation Area; and (ii) approve the Housing Program attached hereto as Exhibit B, including the construction of the Projects, in, serving or benefiting the Original Area

Section 2. The Commission hereby finds that: (i) the current assessed value in the proposed Southeast Housing TIF Allocation Area is \$172,700; (ii) the current estimated property tax revenue from the proposed Southeast Housing TIF Allocation Area is \$0.00; (iii) the Tax Increment estimated to be generated in the Original Allocation Area exceeds 773% of the debt service due on the Outstanding Obligations; and (iv) additional growth has occurred in the Original Allocation Area subsequent to issuance of the Outstanding Obligations and, therefore, the Commission further finds that altering the Original Allocation Area in the manner set forth herein will not adversely affect the owners of the Outstanding Obligations in any material way.

Section 3. The Commission finds that the Housing Program will be of public utility and benefit as measured by the provision of a variety of residential housing and an increase in the property tax base. The Commission further finds that the public health and welfare will be benefited by the accomplishment of the Housing Program by: (i) providing additional housing options to attract new residents to the community and retain existing residents that are looking for new housing options in their community; (ii) increasing the property tax base; and (iii) through the development of an approximately 170 acre area, in two phases, to support residential development

including single-family residential housing, along with townhomes, duplexes, condominiums and apartments, allowing more residents the opportunity to live and work within the City.

Section 4. The Commission now finds and determines that the amendments described in Section 1 above are reasonable and appropriate when considered in relation to the Area Resolution as amended by this amending resolution and to the economic development and redevelopment purposes set forth in IC 36-7-14. The Commission finds that the Projects constitute local public improvements and that the Area Resolution and the Housing Program conform to the comprehensive plan for the City.

Section 5. The Southeast Allocation Area shall maintain its original base assessment date and the Southeast Housing TIF Allocation Area shall have a base assessment date of January 1, 2023.

Section 6. The allocation provision in effect when the Southeast Allocation Area was designated as a part of the Original Allocation Area shall continue to apply to the reduced Southeast Allocation Area.

Section 7. This paragraph shall be considered the allocation provision for the Southeast Housing TIF Allocation Area for purposes of IC 36-7-14-39. The entire Southeast Housing TIF Allocation Area shall constitute an allocation area as defined in IC 36-7-14-39. Any property taxes levied on or after the effective date of this resolution by or for the benefit of any public body entitled to a distribution of property taxes on taxable property in the Southeast Housing TIF Allocation Area shall be allocated and distributed in accordance with IC 36-7-14-39 or any applicable successor provision. This allocation provision shall expire no later than 25 years after the date on which the first obligation is incurred to pay principal and interest on bonds or lease rentals on leases payable from tax increment revenue generated in the Southeast Housing TIF Allocation Area.

Section 8. The Redevelopment Director is instructed to submit this resolution to the Goshen Plan Commission ("Plan Commission") for approval.

Section 9. The Commission also directs the Redevelopment Director, after receipt of the written order of approval of the Plan Commission which has been approved by the Common Council, to publish notice of the adoption and substance of this resolution in accordance with IC 5-3-1-4 and to file notice with the Plan Commission, the Board of Zoning Appeals, the building commissioner and any other departments or agencies of the City concerned with unit planning, zoning variances, land use or the issuance of building permits. The notice must state that maps and plats have been prepared and can be inspected at the office of the City's department of redevelopment and must establish a date when the Commission will receive and hear remonstrances and objections from persons interested in or affected by the proceedings pertaining to the proposed amendments to the Original Allocation Area and will determine the public utility and benefit of the proposed Projects and the amendments to the Original Allocation Area.

Section 10. The Commission also directs the Redevelopment Director to prepare or cause to be prepared a statement disclosing the impact of creating the Southeast Housing TIF Allocation Area including the following:

(a) The estimated economic benefits and costs incurred, as measured by increased employment and anticipated growth of real property, personal property and inventory assessed values; and

(b) The anticipated impact on tax revenues of each taxing unit that is either wholly or partly located within the new Southeast Housing TIF Allocation Area.

A copy of this statement shall be filed with each such taxing unit with a copy of the notice required under Section 17 of the Act at least 10 days before the date of the hearing described in Section 9 of this Resolution.

Section 11. The Commission hereby finds that the creation of the Southeast Housing TIF Allocation Area will result in new property taxes that would not have been generated without this new allocation provision because the construction of road infrastructure, utility infrastructure and sidewalks needed to support the proposed development set forth in the Housing Program are required by the developer to construct new residential housing and the tax increment generated by the new residential housing is needed to fund construction of the Projects.

Section 12. The Commission hereby finds that the initial estimated costs of the Projects to be funded by the Commission through the pledge of tax increment from the Southeast Housing TIF Allocation Area is in the approximate amount of \$20,000,000.

Section 13. The Commission hereby finds that all property in the Southeast Housing TIF Allocation Area will positively benefit from the Projects.

Section 14. In all other respects the Area Resolution and the Original Plan are hereby ratified and confirmed.

Section 15. This resolution is effective upon passage.

Adopted at a meeting of the Commission held December 13, 2022 in Goshen, Indiana.

GOSHEN REDEVELOPMENT COMMISSION

\_\_\_\_\_  
President

\_\_\_\_\_  
Vice President

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

Attest:

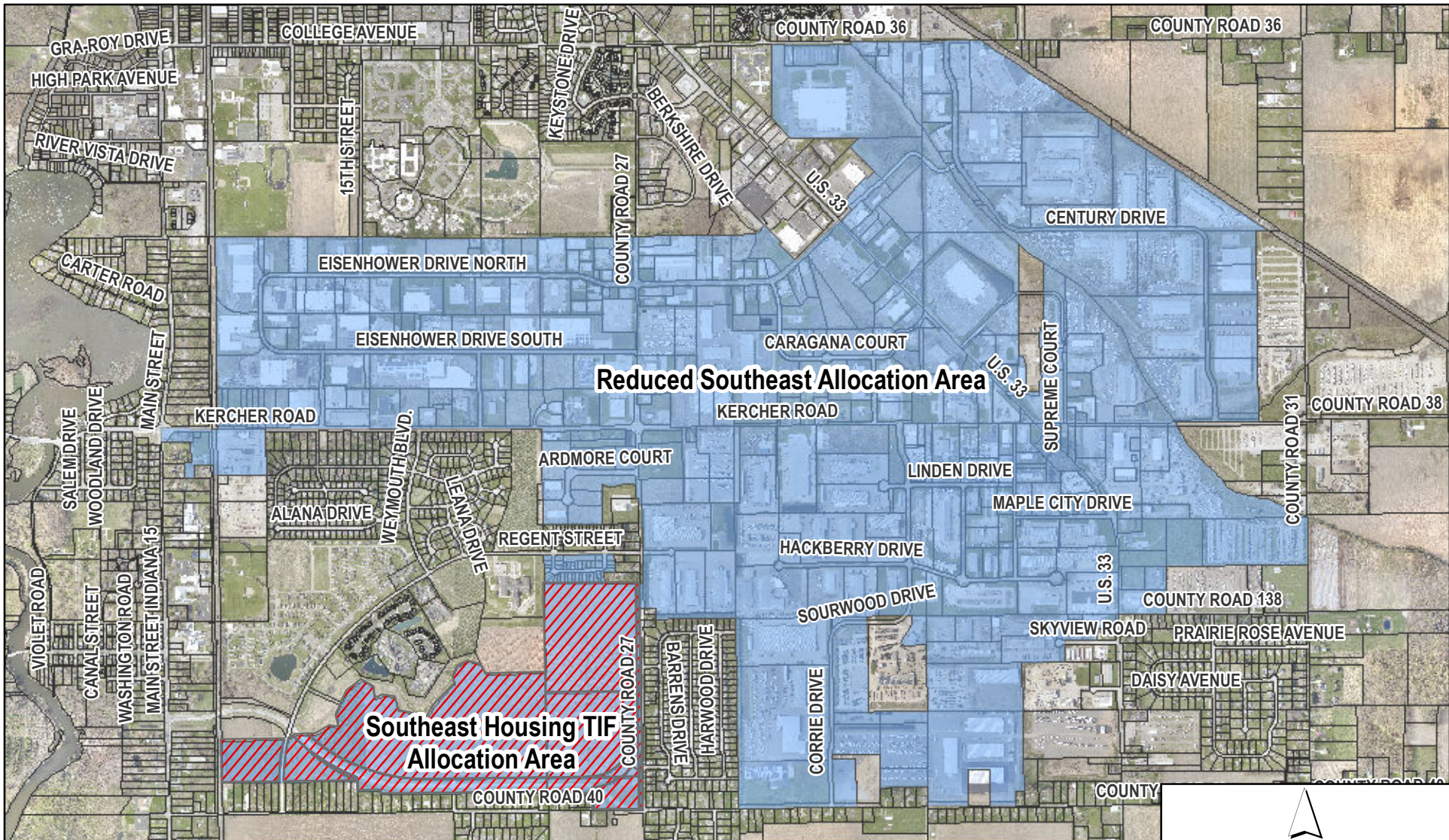
\_\_\_\_\_  
Secretary

EXHIBIT A

Map of Southeast Economic Development Area and  
Southeast Housing TIF Allocation Area

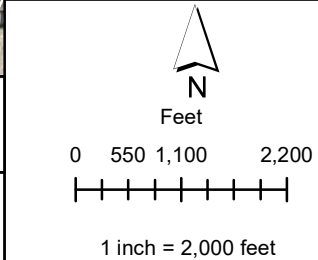
(Attached)





**Exhibit A**  
**Reduced Southeast Allocation Area & New Southeast Housing TIF Allocation Area**

Information as of  
 December 13, 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



## EXHIBIT B

### Housing Development Program Southeast Housing TIF Allocation Area Goshen Redevelopment Commission

#### Purpose and Introduction.

This document is the Housing Development Program required by IC 36-7-14-53(b) ("Program") for the Southeast Housing TIF Allocation Area ("Housing Allocation Area") for the City of Goshen, Indiana ("City") and is set forth as the basis for conducting a public meeting or meetings in the area or areas to be affected by the Program prior to formal submittal for approval. It is intended for approval by the Common Council of the City, the School Board of Goshen Community Schools and the Goshen Redevelopment Commission ("Commission") in conformance with IC 36-7-14-53.

#### Program Objectives.

The purposes of the Program are to: (i) benefit the public health and welfare of the citizens of the City by providing additional housing options to attract new residents to the community and retain existing residents that are looking for new housing options in their community; (ii) increase the property tax base; and (iii) through the development of an approximately 170 acre area, in two phases, to support residential development including single family residential housing along with townhomes, duplexes, condominiums and apartments, allowing more residents the opportunity to live and work within the City.

#### Program Criteria.

In the previous three (3) calendar years only 109 new single-family homes have been constructed in the City. No new neighborhood developments have been undertaken by private enterprise. Single family housing development has been stagnant in the City and in order to spur significant growth in this area it will require assistance with required infrastructure to encourage private development.

Phase I of the proposed development will include single-family and multi-family residential housing across approximately 75 acres.

#### Project Description.

The implementation of the Housing Program requires the construction of road improvements, utility improvements, sidewalks and any and all related public improvements and may include the capital improvements described as follows (collectively, "Projects"):

- (1) Construction or reconstruction of roads and bridges
- (2) Site preparation and excavation;
- (3) Construct or repair water towers;
- (4) Construction or reconstruction of water or sewer treatment system;
- (5) Construction, reconstruction or extension of sewer infrastructure;

- (6) Construction, reconstruction or extension of water infrastructure;
- (7) Construction or reconstruction of storm water drainage systems;
- (8) Utility relocation;
- (9) Construction or reconstruction of buffer zones/mounding;
- (10) Purchase or lease of public safety or public works equipment or facilities, which will serve the Area;
- (11) Parking facilities and lighting for parking areas;
- (12) Recreational facilities, including but not limited to, pedestrian trails and pedestrian bridges to improve the quality of place for citizens in the Area.

All Projects will be in or physically connected to the Southeast Economic Development Area and required to serve the Housing Allocation Area.

#### Acquisition of Property.

The Commission has no present plans to acquire any interests in real property.

The Commission may not exercise the power of eminent domain in implementing the Program.

#### Procedures with respect to the Projects.

All contracts for material or labor in the accomplishment of the Projects shall, to the extent required by law, be let under IC 36-1-12.

Any construction work required by the Commission in connection with the Projects may be carried out by the appropriate municipal department or agency. The Commission may carry out the construction work if all plans, specifications, and drawings are approved by the appropriate department or agency and the statutory procedures for the letting of the contracts by the appropriate department or agency are followed by the Commission.

The Commission may pay any charges or assessments made on account of orders, approval, consents, and construction work with respect to the Projects or may agree to pay these assessments in installments as provided by statute in the case of private owners.

#### Financing of the Projects.

It is the intention of the Commission to issue bonds payable from incremental ad valorem property taxes allocated under IC 36-7-14-39 and -56 in order to raise money for completion of the Projects in the Housing Allocation Area. The amount of these bonds may not exceed the total, as estimated by the Commission of all expenses reasonably incurred in connection with the Projects, including:

- (a) The total cost of all land, rights-of-way, and other property to be acquired and developed;

(b) All reasonable and necessary architectural, engineering, construction, equipment, legal, financing, accounting, advertising, bond discount and supervisory expenses related to the acquisition and development of the Projects or the issuance of bonds;

(c) Capitalized interest on the bonds (not to exceed 5 years from the date of issuance) and a debt service reserve for the bonds to the extent the Commission determines that a reserve is reasonably required; and

(d) Expenses that the Commission is required or permitted to pay under IC 8-23-17.

In the issuance of bonds the Commission will comply with IC 36-7-14-25.1.

As an alternative to bonds issued by the Commission, the Commission may pledge tax increment pursuant to IC 36-7-14-39(b)(2)(D) to any bonds issued by the City.

Amendment of the Program.

By following the procedures specified in IC 36-7-14-17.5, the Commission may amend the Program for the Housing Allocation Area. However, any enlargement of the boundaries of the Housing Allocation Area must be approved by the Common Council.



**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: Amending Declaratory Resolution of the Goshen Redevelopment Commission  
Creating a New Housing Allocation Area within the Southeast Economic Development  
Area

DATE: December 13, 2022

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Resolution 60-2022 is the first step in establishing the City of Goshen's first Residential TIF. The location includes approximately 170-acres south of Regent Street, west of Dierdorff Road and north of Waterford Mills Parkway. The land is currently farmland and has been slated for development for nearly 10 years. A recent rezoning from Industrial M-1 PUD to Residential R-3 has been completed to allow for the residential project to move forward.

This resolution confirms that the Redevelopment Commission desires to remove these particular parcels from the existing Southeast Allocation Area and to then establish those parcels as a new Southeast Housing TIF Allocation Area. Because of outstanding debt within the Southeast TIF, the resolution also confirms that the alteration to the existing boundaries does not adversely affect the existing outstanding obligations. Lastly, it states that the Commission finds that the proposed Housing Program will be of public utility and benefit as measured by the provision of a variety of residential housing and an increase in the property tax base. The resolution further states that the Commission finds that the public health and welfare will be benefited by the accomplishment of the Housing Program by:

- i. providing additional housing options to attract new residents to the community and retain existing residents that are looking for new housing options in their community;
- ii. increasing the property tax base; and
- iii. through the development of an approximately 170-acre area, to support residential development including single-family residential housing, along with townhomes, duplexes, condominiums and apartments, allowing more residents the opportunity to live and work within the City.

The next step in this process, if passed by the Commission, will be to submit the resolution to the Goshen Plan Commission for approval, followed by City Council approval. A Tax Impact Statement will also be prepared to evaluate the impact this development will have on existing City services.

We're requesting the Commission's approval of this Amending Declaratory Resolution.

## RESOLUTION 61-2022

### Acquisition of Real Estate from Noel Farms, LLC

WHEREAS to facilitate the development of a new wellfield to provide a stable, reliable water source for the City of Goshen, to meet current demands for water as well as to provide for future capacity growth, the City seeks to acquire certain real estate owned by Noel Farms, LLC located off County Road 27, adjacent to the City of Goshen Airport, identified as Parcel Numbers 20-11-35-300-005.000-015; 20-11-35-400-005.000-015; and 20-11-35-200-015.000-015.

WHEREAS two recent appraisals resulted in an average value of the real property owned by Noel Farms, LLC of One Million Seven Hundred Ninety-Five Thousand Dollars (\$1,795,000.00).

WHEREAS Noel Farms, LLC received an offer to purchase the subject real property from a third party for One Million Nine Hundred Thousand Dollars (\$1,900,000.00), which amount the City therefore became obligated to offer the property owner under a right of first refusal agreement that the City and Noel Farms LLC previously entered.

WHEREAS the price the City may offer to a property owner for the purchase of real property may not exceed the average of two (2) appraisals under Indiana Code § 36-7-14-19; however, Indiana Code § 36-7-14-19(b) provides that the price may be exceeded if specifically authorized by the Commission.

WHEREAS the City anticipates funding the purchase of the Noel Farms LLC real property with funds from the City's Southeast TIF district and funds the City received from the American Rescue Plan.

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

(1) The City of Goshen is authorized to acquire certain real estate owned by Noel Farms, LLC located off County Road 27, adjacent to the City of Goshen Airport identified as Parcel Numbers 20-11-35-300-005.000-015; 20-11-35-400-005.000-015; and 20-11-35-200-015.000-015.

(2) In accordance with Indiana Code § 36-7-14-19(b), the Commission specifically authorizes offering the property owner a purchase price of One Million Nine Hundred Thousand Dollars (\$1,900,000.00), which exceeds the average of the two independent appraisals of the fair market value of the real estate by One Hundred Five Thousand Dollars (\$105,000).

(3) The terms and conditions of the Agreement with Noel Farms, LLC 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 to effectuate the transfer of the real estate on behalf of the Goshen Redevelopment Commission and the City of Goshen.

PASSED and ADOPTED by the Goshen Redevelopment Commission on December 13,  
2022.

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President

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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: Acquisition of Real Estate from Noel Farms, LLC

DATE: December 13, 2022

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The Noel Farms, LLC property, generally located at the south end of CR 27 and up against the west boundary of the Goshen Municipal Airport, has been discussed for the past several months as a potential location for a new municipal water well. The property consists of 69.2 acres of land that is currently farmed. The Board of Aviation Commissioners had previously entered into a Right of First Refusal Agreement for this land and the idea of acquiring the property has been fully supported by City staff, Commission members and Council members provided initial evaluation confirms it can be utilized for a new wellfield.

The City had one appraisal completed and the Noel Estate had another completed. The appraisal summary is as follows:

1. Dorsam	\$1,690,000
2. Carnine	\$1,900,000
Average	\$1,795,000

The Noel Trust informed the City that they had received a \$1.9 million offer and the Right of First Refusal gave the City the option of providing a counter offer. While Indiana Code limits the City to pay no more than the average of two (2) appraisals, the Code allows for the Redevelopment Commission to exceed the average price if authorized by the Commission. We are recommending proceeding with a matching offer of \$1,900,000 with the agreement contingent upon confirmation that it can be utilized for the wellfield. Of the offered amount, \$1,000,000 would be funded by the Commission, as previously budgeted, while the remainder would come from Civil City funds.

Attached is a copy of the agreement detailing the contingencies being sought along with the standard acquisition terms. Engineering has already received necessary approvals to move forward with the assessment needed regarding the wellfield.

We are requesting approval to proceed with the Agreement with Noel Farm, LLC for the acquisition of the land.

## AGREEMENT

### With Noel Farms, LLC For the Sale and Purchase of Real Estate

THIS AGREEMENT is made and entered into on \_\_\_\_\_, 20\_\_\_\_, which is the last signature date set forth below, by and between **Noel Farms, LLC** (“Seller”), and **City of Goshen, Indiana**, a municipal corporation and political subdivision of the State of Indiana, acting through the Goshen Redevelopment Commission (“Goshen”).

1. 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 off County Road 27, in Elkhart Township, Elkhart County, Indiana, and more particularly described in Exhibit A attached hereto and made a part hereof, being Parcel Numbers 20-11-35-300-005.000-015; 20-11-35-400-005.000-015; and 20-11-35-200-015.000-015. (“Real Estate”). The Real Estate shall include all land, all pertinent rights, privileges and easements and all buildings and fixtures in their present condition.

2. PURCHASE PRICE. Goshen agrees to pay and Seller agrees to accept the total sum of One Million Nine Hundred Thousand Dollars (\$1,900,000.00), to be paid in good funds at the closing.

3. APPRAISAL. Two appraisals of the Real Estate have been obtained. City determines that it shall exceed the average of the two independent appraisals.

4. ENVIRONMENTAL ASSESSMENT.

a. Goshen may conduct at Goshen’s sole cost an environmental assessment of the Real Estate to meet Goshen’s requirement of all appropriate inquiry. In the event the initial assessment discloses that an additional assessment is warranted, Goshen may either void this agreement or pay to have the additional assessment completed. Seller is under no obligation to pay for any portion of the environmental assessment.

b. In the event the initial assessment or any additional assessment concludes that remediation is advisable to make the Real Estate suitable for commercial use, Goshen may void this agreement if Goshen so elects. Goshen must make its election to void this agreement within forty-five (45) days of receiving the assessment that concludes that remediation is advisable.

c. Goshen will select the company that conducts the environmental assessment. If the environmental assessment is not completed within one hundred twenty (120) days, Seller shall have the right to terminate the agreement.

5. TAXES AND ASSESSMENTS. Seller shall pay the real estate taxes and assessments for 2022 due and payable in 2023. The real estate taxes and assessments for 2023 due and payable in 2024 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 2024 due and payable in 2025 and thereafter.

6. TITLE INSURANCE. 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. 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.

7. 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.

8. CLOSING. A closing will be held within sixty (60) after the expiration of the offer period provided in Right of First Refusal Agreement dated September 25, 2019, unless the parties agree to a later date in writing. Parties will equally share the costs of the closing agent.

9. POSSESSION OF REAL ESTATE.

a. Possession and occupancy of the Real Estate will be delivered to Goshen Closing, unless a later date of occupancy is agreed to in writing by Seller and Goshen.

b. Seller shall maintain the Real Estate in its present condition as long as Seller retains possession.

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

d. Seller shall be responsible for payment of all utility charges through the date of possession.

e. Seller shall assume the risk of loss until the closing at which time Goshen shall assume the risk of loss.

f. Seller is entitled to all rents from the Real Estate until possession is delivered to Goshen. Any tenant must vacate the Real Estate before \_\_\_\_\_, unless it enters into a new lease agreement with City by such date.

10. AMENDMENT. Any amendment or modification 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.

11. MISCELLANEOUS.

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

b. 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.

c. 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.

d. 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.

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

f. This agreement constitutes the entire agreement between the parties and supersedes all other agreements or understandings between Goshen and Seller.

12. 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 set their hands to this agreement on the dates as set forth below.

Noel Farms, LLC

City of Goshen, Indiana

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

\_\_\_\_\_

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

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

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

Date: \_\_\_\_\_, 2022

Date: \_\_\_\_\_, 2022

## EXHIBIT A – LEGAL DESCRIPTION

### TRACT I

Beginning at a stone marking the center of Section 35, Township 36 North, Range 6 East, and running thence East 1316.2 feet; thence North 1316 feet; thence East 516 feet; thence South 1330.8 feet; thence South 45 degrees zero minutes West 2036.3 feet; thence West 1718.5 feet; thence North 1455.6 feet along the center line of County Road No. 27; thence East 1312.6 feet to the place of beginning, containing 97.160 acres, more or less, subject however to all legal public highways.

Excepting and reserving therefrom an easement and right-of-way for the free unobstructed passage of aircraft by whomsoever owned or operated in and through the air space over and above said real estate which lies above an inclined plane, the lower southernmost edge of which is parallel to and 150 feet north of and at the same elevation as the center line of the existing East-West runway of Goshen Municipal Airport and which inclined plane has an outer, upper and northerly edge which is 500 feet North of (ground measurement) and 50 feet higher than said centerline of said East-West runway, and

Further, reserving and excepting therefrom an easement and right-of-way for the free, unobstructed passage of aircraft by whomsoever owned or operated in and through the air space over and across those parts of the above real estate which lie above an inclined plane, the lower, easternmost edge of which is parallel to and 150 feet West of and at the same elevation as the centerline of the existing North-South runway of Goshen Municipal Airport and which inclined plane has an outer, upper and Westerly edge which is 500 feet West of (ground measurement) and 50 feet higher than said centerline of said North-South runway.

And in furtherance of said easements and rights-of-way, the grantees do hereby covenant and agree for themselves, their successors and assigns to keep the air space above the aforementioned inclined planes clear and free from any and all fences, crops, trees, poles, buildings and other obstructions of any kind or nature whatsoever, which now extend or which may at any time in the future extend above the aforesaid planes or either of them.

Less and excepting the following tract:

Commencing at the southwest corner of the East Half of the Southwest Quarter of Section 35, Township 36 North, Range 6 East; thence North 1193 feet, more or less, to a point of beginning; thence continuing North 400 feet to a point; thence East 2137.5 feet, more or less, to a point on the Goshen Airport property line; thence South 45 degrees 00 minutes West 582 feet, more or less, to a point on the Goshen Airport line that is 1718.5 feet East of the point of beginning; thence West 1718.5 feet to the point of beginning. Said tract being 400 feet North and South and containing 17.45 acres, more less, which is shown on a drawing prepared by Boyd E. Phelps, Inc. dated June 24, 1974, entitled "Property Map," Goshen, Municipal Airport, Exhibit A (Page 8 of 8 pages), Project FAAP-7-18-0029-001.

Subject to easements and restrictions of record.

## TRACT II

Beginning at a spike set in the pavement and marking the Northwest corner of Section 27, Township 36 North, Range 6 East, Elkhart County, Indiana; thence South 00 degrees 54 minutes East along the West line of said Section 187.15 feet; thence South 89 degrees 40 minutes East 431.2 feet to the centerline of the East side of an iron gate post; thence North 00 degrees 17 minutes West 186.75 feet to a spike set in the pavement and on the North line of said Section 27; thence North 89 degrees 36 minutes West along the North line of said Section 433.0 feet to the place of beginning, said land being conveyed containing 1.854 acres, more or less.

LESS AND EXCEPTING: A part of the Northwest Quarter of the Northwest Quarter of Section 27, Township 36 North, Range 6 East, Elkhart County, Indiana, described as follows:

Commencing at a bronze rod found at the Northwest corner of said Quarter Section; thence South 89 degrees 56 minutes 30 seconds East (this and all subsequent bearings based on the bearing system for State Road 15, State Highway Project No. TP-71-205) 82.89 feet along the North line of said Northwest Quarter Section; thence South 00 degrees 03 minutes 30 seconds West 15.00 feet to the point of beginning of this description; thence South 80 degrees 02 minutes 58 seconds West 9.04 feet; thence Southwesterly 38.61 feet



along an arc to the left and having a radius of 41.00 feet and subtended by a long chord having a bearing of South 65 degrees 05 minutes 07 seconds West and a length of 37.20 feet; thence Northerly 17.30 feet along an arc to the right and having a radius of 1954.18 feet and subtended by a long chord having a bearing of North 02 degrees 43 minutes 39 seconds East and a length of 17.30 feet; thence South 89 degrees 56 minutes 30 seconds East 41.82 feet to the point of beginning and containing 206 square feet, more or less.

**ALSO LESS AND EXCEPTING:** A part of the Northwest Quarter of the Northwest Quarter of Section 27, Township 36 North, Range 6 East, Elkhart Township, Elkhart County, Indiana, and being more particularly described as follows:

Commencing at the Northwest corner of said Section 27; thence North 89 degrees 56 minutes 30 seconds East along the North line of said Section 433 feet to the Northeast corner of that property described in Deed Volume 190, page 120, records of the Recorder of Elkhart County; thence Southerly along the East line of said parcel 15.00 feet to the South right-of-way line of Kercher Road and the true point of beginning; thence continuing Southerly 5.00 feet to a point offset 20.00 feet South of the North line of said Section 27; thence South 89 degrees 56 minutes 30 seconds West parallel to the North line of said Section 354.14 feet; thence South 49 degrees 32 minutes 45 seconds West 36.42 feet to the beginning of a 50.00 foot radius curve, concave to the Southeast; thence 43.68 feet along said curve (chord bearing South 24 degrees 30 minutes 59 seconds West 42.31 feet) to a point on the East right-of-way line of State Road 15, said point being 33.00 feet East of the West line of Section 27; thence North along said right-of-way line 49.96 feet to the Southwest corner of that parcel of land released and quitclaimed by Howard and Marian Werner to the State of Indiana by Deed Record 93-022701 and the beginning of a non-tangent curve of radius 41.00 feet, concave to the Southeast; thence along the South line of said parcel and along said curve a distance of 38.61 feet (chord bears North 65 degrees 05 minutes 07 seconds East 37.20 feet); thence continuing along said South line North 80 degrees 02 minutes 58 seconds East 9.04 feet to a point on

the South right-of-way line of Kercher Road, being offset South 15.00 feet from the North line of Section 27; thence North 89 degrees 56 minutes 30 seconds East along the said South right-of-way line 357.11 feet to the true point of beginning. Containing 2751 square feet.

**ALSO LESS AND EXCEPTING:** A part of the northwest quarter of Section 27, Township 36 North, Range 6 East, Elkhart County, Indiana being more particularly described as follows:

Commencing at the northwest corner of said northwest quarter; thence south 89°52'27" east along the north line of said northwest quarter, 433.22 feet to point "100" designated on said plat; thence south 00°33'27" east, 20.00 feet to the point of beginning, also being point "101" designated on said plat, thence continuing south 00°33'27" east, 25.00 feet to point "102" designated on said plat; thence north 89°52'27" west, 137.31 feet to point "105" designated on said plat; thence south 88°29'22" west, 105.04 feet to point "106" designated on said plat; thence south 44°48'09" west, 195.31 feet to point "107" designated on said plat; thence north 89°56'27" west, 16.91 feet to a point on the easterly right-of-way of State Road 15 being point "108" designated on said plat; thence north 01°09'57" west, 104.85 feet to point "109" designated on said plat, thence northeasterly 44.41 feet along an arc to the right having a radius of 50.00 feet subtended by a long chord of 42.97 feet bearing north 24°16'55" east to point "110" designated on said plat; thence north 49°43'47" east, 35.29 feet to a point on the southerly right-of-way line of County Road 38 being point "111" designated on said plat; thence south 89°52'27" east, 354.14 feet to the point of beginning and containing 0.50 acres, more or less.

Subject to public rights-of-way and all easements and restrictions of record.

Being part of tax code number 20-11-27-101-001.000-015.

## ALSO LESS AND EXCCEPTING

A PART OF THE NORTHWEST QUARTER OF SECTION 27, TOWNSHIP 36 NORTH, RANGE 6 EAST, ELKHART COUNTY, INDIANA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID NORTHWEST QUARTER; THENCE SOUTH 89°52'27" EAST ALONG THE NORTH LINE OF SAID NORTHWEST QUARTER, 433.22 FEET TO POINT "100" DESIGNATED ON SAID PLAT; THENCE SOUTH 00°33'27" EAST, 20.00 FEET TO THE POINT OF BEGINNING, ALSO BEING POINT "101" DESIGNATED ON SAID PLAT, THENCE CONTINUING SOUTH 00°33'27" EAST, 25.00 FEET TO POINT "102" DESIGNATED ON SAID PLAT; THENCE NORTH 89°52'27" WEST, 137.31 FEET TO POINT "105" DESIGNATED ON SAID PLAT; THENCE SOUTH 88°29'22" WEST, 105.04 FEET TO POINT "106" DESIGNATED ON SAID PLAT; THENCE SOUTH 44°48'09" WEST, 195.31 FEET TO POINT "107" DESIGNATED ON SAID PLAT; THENCE NORTH 89°56'27" WEST, 16.91 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY OF STATE ROAD 15 BEING POINT "108" DESIGNATED ON SAID PLAT; THENCE NORTH 01°09'57" WEST, 104.85 FEET TO POINT "109" DESIGNATED ON SAID PLAT, THENCE NORTHEASTERLY 44.41 FEET ALONG AN ARC TO THE RIGHT HAVING A RADIUS OF 50.00 FEET SUBTENDED BY A LONG CHORD OF 42.97 FEET BEARING NORTH 24°16'55" EAST TO PONT "110" DESIGNATED ON SAID PLAT; THENCE NORTH 49°43'47" EAST, 35.29 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF COUNTY ROAD 38 BEING POINT "111" DESIGNATED ON SAID PLAT; THENCE SOUTH 89°52'27" EAST, 354.14 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.50 ACRES, MORE OR LESS.

## **RIGHT OF FIRST REFUSAL AGREEMENT**

THIS RIGHT OF FIRST REFUSAL AGREEMENT (“Agreement”) is made and entered into this 25<sup>th</sup> day of September, 2019, by and between the City of Goshen, Indiana, a municipal corporation and political subdivision of the State of Indiana by and through its Board of Aviation Commissioners (“BOAC”) and Cynthia A. Noel as Trustee of Revocable Trust Agreement of Cynthia A. Noel under Agreement dated May 30, 2018 (“Noel Trust”).

WHEREAS, Noel Trust is the owner in fee simple of certain real estate in Elkhart County, State of Indiana, identified as Elkhart County Parcel Nos. 20-11-35-200-015.000-015, 20-11-35-300-005.000-015, and 20-11-35-400-005.000-015, more particularly described in Exhibit A, which is attached hereto and incorporated by reference (the “Real Estate”); and

WHEREAS, BOAC operates the Goshen Municipal Airport and owns property adjacent to the Real Estate and is interested in purchasing said Real Estate;

NOW THEREFORE, in consideration of the payment of Five Thousand Dollars (\$5,000.00) and of the mutual promises, covenants, and obligations hereto, the terms, covenants and conditions hereof, and intending to be legally bound, the parties agrees as follows:

1. So long as BOAC is not in breach or default of this Agreement, if during the term of this Agreement Noel Trust receives, by solicitation or otherwise, a bona fide written offer that Noel Trust is willing to accept from any other person or entity to purchase all or a portion of the Real Estate, prior to accepting said offer, Noel Trust shall give BOAC an opportunity to meet the offer in every respect (including price and all other terms or conditions of the proposed sale except



date of closing which shall be set forth in this Agreement), by giving BOAC written notice containing each of the following:

- a. The name and address of the other person or entity making the bona fide offer;
- b. The price and other substantive terms and conditions of the offer; and
- c. Copies of any written materials received from the prospective purchaser.

BOAC shall have twenty (20) days from the date when Noel Trust gives BOAC notice of said bona fide offer to meet the terms of the offer (the "offer period"). If BOAC decides to exercise the option, then BOAC shall give Noel Trust written notice of its unqualified intention to do so within the offer period. Such acquisition shall be consummated within sixty (60) days after the expiration of the offer period and the parties to such transaction agree to cooperate in the selection of a reasonable time and place for such closing. If BOAC fails to exercise its option within the time provided, then:

- (i) Noel Trust, its representatives, successors, heirs, personal representatives and assigns, shall be free from any further obligations whatsoever to BOAC under this Agreement as to all or such portion of the Real Estate and Noel Trust may accept the bona fide offer and proceed to sell all or such portion of the Real Estate in accordance with terms thereof;
- (ii) BOAC shall execute such documentation as may be required to show that the right of first refusal for all or such portion of the Real Estate has been waived;
- (iii) In the event that BOAC fails to exercise his right of first refusal and Noel Trust fails to sell all or such portion of the

Real Estate to the offeror on the terms and conditions of the bona fide written offer, then all or such portion of the Real Estate shall once again be subject to this right of first refusal.

2. The Right of First Refusal shall be effective commencing on the date of this Agreement and shall expire five (5) years from the effective date of this Agreement. The Right of First Refusal may be extended beyond this period by mutual agreement of the parties, but neither party is under any obligation to give its consent to any such extension.
3. BOAC may not assign its rights under this Agreement without the written consent of Noel Trust.
4. This Agreement shall be binding upon and inure to the benefit of the parties and their respective representatives, successors, heirs, personal representatives, and assigns. It is specifically understood that, during the course of estate planning by Cynthia A. Noel, the Noel Trust, and the Noel family, that legal title to the Real Estate may change due to estate planning considerations. It is understood and agreed that the obligations of the Noel Trust under this Agreement are binding upon any such parties acquiring legal title pursuant to said estate planning considerations.
5. This Agreement shall be governed by and construed in accordance with the laws of the State of Indiana.
6. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.
7. This Agreement can only be modified by written instrument signed by the parties hereto.

8. If any action at law or in equity is necessary to enforce or interpret any rights or obligations under this Agreement, the prevailing party shall be entitled to actual attorney's fees, costs and necessary disbursements, in addition to any other relief to which the prevailing party may be entitled.
9. Any notice or other communication required or permitted to be given to any party hereunder shall be in writing and shall be given to such party at such party's address set forth below or such other address as such party may hereafter specify by notice in writing to the other party. Any such notice or other communication shall be addressed as aforesaid and given by:
  - a. Certified mail, return receipt requested, with first class postage prepaid;
  - b. Hand delivery; or
  - c. Reputable overnight courier.

Any notice or other communication will be deemed to have been duly given:

- a. On the fifth day after mailing, provided receipt of delivery is confirmed, if mailed by certified mail, return receipt requested, with first class postage prepaid;
- b. On the date of service if served personally; or
- c. On the business day after delivery to an overnight courier service, provided receipt of delivery has been confirmed.

**NOEL TRUST:** Revocable Trust of Cynthia A. Noel, dated May 30, 2018  
11655 Fall Creek Road  
Indianapolis, Indiana 46256

**BOAC:** City of Goshen Board of Aviation Commissioners  
202 South 5th Street  
Goshen, Indiana 46528


10. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable, such provisions shall not effect any of the other provisions hereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provisions had never been contained herein. The remainder of this Agreement and any application of such provisions to such persons or circumstances shall not be effected thereby and shall be enforced to the greatest extent permitted by law.

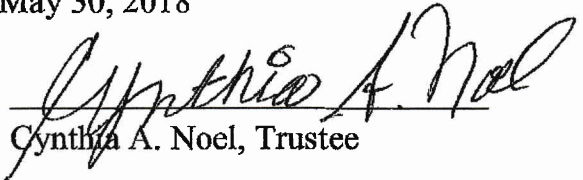
11. The BOAC may record this Agreement, at the sole decision and expense of the BOAC, in the Office of the Recorder of Elkhart County, State of Indiana.


IN WITNESS WHEREOF, the parties have executed this Right of First Refusal Agreement effective on the date and year first written above.

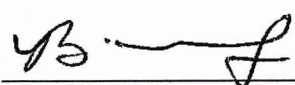
City of Goshen Board of Aviation  
Commissioners

Cynthia A. Noel, Trustee  
Revocable Trust of Cynthia A. Noel,  
dated May 30, 2018

By:   
Dennis Richmond, its President

By:   
Cynthia A. Noel, Trustee

Witness:   
Donald R. Shuler

Witness:   
Brian Schlagenhauf

This instrument was prepared by Donald R. Shuler, Barkes, Kolbus, Rife & Shuler, LLP, 118 North Main Street, Goshen, Indiana 46526.

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

## EXHIBIT A – LEGAL DESCRIPTION

### TRACT I

Beginning at a stone marking the center of Section 35, Township 36 North, Range 6 East, and running thence East 1316.2 feet; thence North 1316 feet; thence East 516 feet; thence South 1330.8 feet; thence South 45 degrees zero minutes West 2036.3 feet; thence West 1718.5 feet; thence North 1455.6 feet along the center line of County Road No. 27; thence East 1312.6 feet to the place of beginning, containing 97.160 acres, more or less, subject however to all legal public highways.

Excepting and reserving therefrom an easement and right-of-way for the free unobstructed passage of aircraft by whomsoever owned or operated in and through the air space over and above said real estate which lies above an inclined plane, the lower southernmost edge of which is parallel to and 150 feet north of and at the same elevation as the center line of the existing East-West runway of Goshen Municipal Airport and which inclined plane has an outer, upper and northerly edge which is 500 feet North of (ground measurement) and 50 feet higher than said centerline of said East-West runway, and

Further, reserving and excepting therefrom an easement and right-of-way for the free, unobstructed passage of aircraft by whomsoever owned or operated in and through the air space over and across those parts of the above real estate which lie above an inclined plane, the lower, easternmost edge of which is parallel to and 150 feet West of and at the same elevation as the centerline of the existing North-South runway of Goshen Municipal Airport and which inclined plane has an outer, upper and Westerly edge which is 500 feet West of (ground measurement) and 50 feet higher than said centerline of said North-South runway.

And in furtherance of said easements and rights-of-way, the grantees do hereby covenant and agree for themselves, their successors and assigns to keep the air space above the aforementioned inclined planes clear and free from any and all fences, crops, trees, poles, buildings and other obstructions of any kind or nature whatsoever, which now extend or which may at any time in the future extend above the aforesaid planes or either of them.

Less and excepting the following tract:

Commencing at the southwest corner of the East Half of the Southwest Quarter of Section 35, Township 36 North, Range 6 East; thence North 1193 feet, more or less, to a point of beginning; thence continuing North 400 feet to a point; thence East 2137.5 feet, more or less, to a point on the Goshen Airport property line; thence South 45 degrees 00 minutes West 582 feet, more or less, to a point on the Goshen Airport line that is 1718.5 feet East of the point of beginning; thence West 1718.5 feet to the point of beginning. Said tract being 400 feet North and South and containing 17.45 acres, more less, which is shown on a drawing prepared by Boyd E. Phelps, Inc. dated June 24, 1974, entitled "Property Map," Goshen, Municipal Airport, Exhibit A (Page 8 of 8 pages), Project FAAP-7-18-0029-001.

Subject to easements and restrictions of record.

## TRACT II

Beginning at a spike set in the pavement and marking the Northwest corner of Section 27, Township 36 North, Range 6 East, Elkhart County, Indiana; thence South 00 degrees 54 minutes East along the West line of said Section 187.15 feet; thence South 89 degrees 40 minutes East 431.2 feet to the centerline of the East side of an iron gate post; thence North 00 degrees 17 minutes West 186.75 feet to a spike set in the pavement and on the North line of said Section 27; thence North 89 degrees 36 minutes West along the North line of said Section 433.0 feet to the place of beginning, said land being conveyed containing 1.854 acres, more or less.

**LESS AND EXCEPTING:** A part of the Northwest Quarter of the Northwest Quarter of Section 27, Township 36 North, Range 6 East, Elkhart County, Indiana, described as follows:

Commencing at a bronze rod found at the Northwest corner of said Quarter Section; thence South 89 degrees 56 minutes 30 seconds East (this and all subsequent bearings based on the bearing system for State Road 15, State Highway Project No. TP-71-205) 82.89 feet along the North line of said Northwest Quarter Section; thence South 00 degrees 03 minutes 30 seconds West 15.00 feet to the point of beginning of this description; thence South 80 degrees 02 minutes 58 seconds West 9.04 feet; thence Southwesterly 38.61 feet

along an arc to the left and having a radius of 41.00 feet and subtended by a long chord having a bearing of South 65 degrees 05 minutes 07 seconds West and a length of 37.20 feet; thence Northerly 17.30 feet along an arc to the right and having a radius of 1954.18 feet and subtended by a long chord having a bearing of North 02 degrees 43 minutes 39 seconds East and a length of 17.30 feet; thence South 89 degrees 56 minutes 30 seconds East 41.82 feet to the point of beginning and containing 206 square feet, more or less.

**ALSO LESS AND EXCEPTING:** A part of the Northwest Quarter of the Northwest Quarter of Section 27, Township 36 North, Range 6 East, Elkhart Township, Elkhart County, Indiana, and being more particularly described as follows:

Commencing at the Northwest corner of said Section 27; thence North 89 degrees 56 minutes 30 seconds East along the North line of said Section 433 feet to the Northeast corner of that property described in Deed Volume 190, page 120, records of the Recorder of Elkhart County; thence Southerly along the East line of said parcel 15.00 feet to the South right-of-way line of Kercher Road and the true point of beginning; thence continuing Southerly 5.00 feet to a point offset 20.00 feet South of the North line of said Section 27; thence South 89 degrees 56 minutes 30 seconds West parallel to the North line of said Section 354.14 feet; thence South 49 degrees 32 minutes 45 seconds West 36.42 feet to the beginning of a 50.00 foot radius curve, concave to the Southeast; thence 43.68 feet along said curve (chord bearing South 24 degrees 30 minutes 59 seconds West 42.31 feet) to a point on the East right-of-way line of State Road 15, said point being 33.00 feet East of the West line of Section 27; thence North along said right-of-way line 49.96 feet to the Southwest corner of that parcel of land released and quitclaimed by Howard and Marian Werner to the State of Indiana by Deed Record 93-022701 and the beginning of a non-tangent curve of radius 41.00 feet, concave to the Southeast; thence along the South line of said parcel and along said curve a distance of 38.61 feet (chord bears North 65 degrees 05 minutes 07 seconds East 37.20 feet); thence continuing along said South line North 80 degrees 02 minutes 58 seconds East 9.04 feet to a point on



the South right-of-way line of Kercher Road, being offset South 15.00 feet from the North line of Section 27; thence North 89 degrees 56 minutes 30 seconds East along the said South right-of-way line 357.11 feet to the true point of beginning. Containing 2751 square feet.

ALSO LESS AND EXCEPTING: A part of the northwest quarter of Section 27, Township 36 North, Range 6 East, Elkhart County, Indiana being more particularly described as follows:

Commencing at the northwest corner of said northwest quarter; thence south  $89^{\circ}52'27''$  east along the north line of said northwest quarter, 433.22 feet to point "100" designated on said plat; thence south  $00^{\circ}33'27''$  east, 20.00 feet to the point of beginning, also being point "101" designated on said plat, thence continuing south  $00^{\circ}33'27''$  east, 25.00 feet to point "102" designated on said plat; thence north  $89^{\circ}52'27''$  west, 137.31 feet to point "105" designated on said plat; thence south  $88^{\circ}29'22''$  west, 105.04 feet to point "106" designated on said plat; thence south  $44^{\circ}48'09''$  west, 195.31 feet to point "107" designated on said plat; thence north  $89^{\circ}56'27''$  west, 16.91 feet to a point on the easterly right-of-way of State Road 15 being point "108" designated on said plat; thence north  $01^{\circ}09'57''$  west, 104.85 feet to point "109" designated on said plat, thence northeasterly 44.41 feet along an arc to the right having a radius of 50.00 feet subtended by a long chord of 42.97 feet bearing north  $24^{\circ}16'55''$  east to point "110" designated on said plat; thence north  $49^{\circ}43'47''$  east, 35.29 feet to a point on the southerly right-of-way line of County Road 38 being point "111" designated on said plat; thence south  $89^{\circ}52'27''$  east, 354.14 feet to the point of beginning and containing 0.50 acres, more or less.

Subject to public rights-of-way and all easements and restrictions of record.

Being part of tax code number 20-11-27-101-001.000-015.



## ALSO LESS AND EXCEPTING

A PART OF THE NORTHWEST QUARTER OF SECTION 27, TOWNSHIP 36 NORTH, RANGE 6 EAST, ELKHART COUNTY, INDIANA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID NORTHWEST QUARTER; THENCE SOUTH 89°52'27" EAST ALONG THE NORTH LINE OF SAID NORTHWEST QUARTER, 433.22 FEET TO POINT "100" DESIGNATED ON SAID PLAT; THENCE SOUTH 00°33'27" EAST, 20.00 FEET TO THE POINT OF BEGINNING, ALSO BEING POINT "101" DESIGNATED ON SAID PLAT, THENCE CONTINUING SOUTH 00°33'27" EAST, 25.00 FEET TO POINT "102" DESIGNATED ON SAID PLAT; THENCE NORTH 89°52'27" WEST, 137.31 FEET TO POINT "105" DESIGNATED ON SAID PLAT; THENCE SOUTH 88°29'22" WEST, 105.04 FEET TO POINT "106" DESIGNATED ON SAID PLAT; THENCE SOUTH 44°48'09" WEST, 195.31 FEET TO POINT "107" DESIGNATED ON SAID PLAT; THENCE NORTH 89°56'27" WEST, 16.91 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY OF STATE ROAD 15 BEING POINT "108" DESIGNATED ON SAID PLAT; THENCE NORTH 01°09'57" WEST, 104.85 FEET TO POINT "109" DESIGNATED ON SAID PLAT, THENCE NORTHEASTERLY 44.41 FEET ALONG AN ARC TO THE RIGHT HAVING A RADIUS OF 50.00 FEET SUBTENDED BY A LONG CHORD OF 42.97 FEET BEARING NORTH 24°16'55" EAST TO POINT "110" DESIGNATED ON SAID PLAT; THENCE NORTH 49°43'47" EAST, 35.29 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF COUNTY ROAD 38 BEING POINT "111" DESIGNATED ON SAID PLAT; THENCE SOUTH 89°52'27" EAST, 354.14 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.50 ACRES, MORE OR LESS.

**Notice of Intention to Exercise**  
**Right of First Refusal**

The City of Goshen, Indiana, a municipal corporation and political subdivision of the State of Indiana, ("City") hereby exercises its right to purchase certain real property from Noel Farms, LLC, assignee of Cynthia A. Noel, or her successors, as Trustee of Revocable Trust Agreement of Cynthia A. Noel, under Agreement dated May 30, 2018 ("Noel Farms"), under the terms of a Right of First Refusal Agreement, dated September 25, 2019, a copy of which is attached hereto as Exhibit A ("Agreement").

Recitals

WHEREAS, Noel Farms is the owner in fee simple of certain real estate in Elkhart County, State of Indiana, identified as Elkhart County Parcel Nos. 20-11-35-200-015.000-015, 20-11-35-300-005.000-015, and 20-11-35-400-005.000-015, more particularly described in Exhibit A to the Agreement (the "Real Estate").

WHEREAS, the City and Noel Trust, for good consideration, entered into the Agreement so that the City would have the right to match any offer to purchase the Real Estate the Noel Trust, or its assigns, might receive within a five-year period.

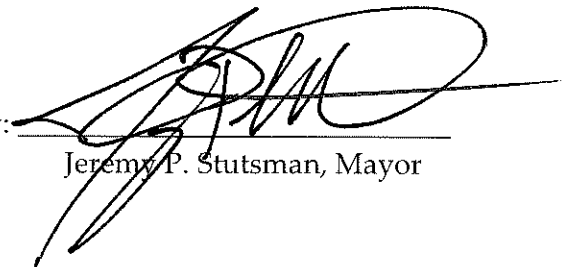
WHEREAS, Noel Trust received from Prairie Dairy Farms, an Indiana general partnership, an offer to purchase the Real Estate for the sum of One Million Nine Hundred Thousand Dollars (\$1,900,000.00) pursuant to the terms of an Agreement for Sale of Real Estate ("Offer").

WHEREAS, the City wishes to exercise its right of first refusal granted to it under the Agreement.

NOW THEREFORE, the City hereby exercises its right to purchase the Real Estate, granted to it by the Agreement, pursuant to the terms of the Offer.

DATED this 29 day of November, 2022.

City of Goshen, Indiana

By:   
Jeremy P. Stutsman, Mayor

**RESOLUTION 62-2022**

**Approve Agreement Extension No. 1 with Abonmarche Consultants, LLC for East College Avenue Construction Inspection Services**

WHEREAS the Commission entered into an Agreement with Abonmarche Consultants, LLC in July 2022 for inspection services for the East College Avenue project until December 31, 2022.

WHEREAS the terms of the extension will run through October 2023.

NOW, THEREFORE, BE IT RESOLVED that the Goshen Redevelopment Commission approves the Agreement Extension No. 1 Abonmarche Consultants, LLC and the City of Goshen and Redevelopment Director Becky Hutsell is authorized to execute Agreement Extension No. 1 on behalf of the City of Goshen and Goshen Redevelopment Commission.

PASSED and ADOPTED on December 13, 2022

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Brian Garber, President

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Brianne Brenneman, 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 Approve Agreement Extension No. 1 with Abonmarche Consultants, LLC for East College Avenue Construction Inspection Services

DATE: December 13, 2022

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An agreement was awarded to Abonmarche Consultants, LLC in July 2022 for Construction Inspection Services for the East College Avenue project for August through December 31, 2022. Although we knew that the project would extend into 2023, we limited the duration until we had a better idea of how much could be completed in 2022 and what would be required into 2023. This area currently has three (3) separate contractors working on different components of the overall public infrastructure project. In addition, NIPSCO is working on extending their utilities within this area and the developer is actively working on construction within their property.

When the RFP was originally issued for this work, it was written to allow us to extend the agreement, provided we were pleased with the consultant's performance during the original agreement term. To date, Abonmarche has proven themselves to be a very valuable asset with this project and they've been able to coordinate between all of the parties working within the area, provide resolutions as issues have arisen and have done an excellent job of communicating with the City.

Staff is recommending that we continue with Abonmarche for the duration of the project. Staff has worked with Abonmarche to map out the best approach to adequately complete this project. Attached is the proposal from Abonmarche detailing the staffing levels they propose as well as the rate for their field office (which has been discounted from the original amount of \$3,200/month). In addition, we're also requesting approval to set a not-to-exceed amount to conduct construction staking as needed to facilitate NIPSCO's work. In total, this Agreement Extension No. 1 is for the not-to-exceed amount of \$617,000.

When combined with the initial \$204,000 agreement, the overall Abonmarche agreement totals \$821,000. With the project cost of \$25,808,233, this equates to 3% of the total project cost. Engineering has indicated that construction inspection typically ranges between 8-10% of the total project cost so, while this seems high, it's actually much lower than typical. In addition, the proposal provides two (2) full-time inspectors daily along with 24-hours/week for the Resident Project Inspector and 24-hours/week for the Inspection Manager. The term of the agreement extension will run through October 2023.

Staff is recommending approval of Agreement Extension No. 1 for this project.

## EXTENSION NO. 1

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

THIS AMENDMENT is entered into on December \_\_\_\_, 2022, which is the last signature date set forth below, 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 Goshen Redevelopment Commission (“City”).

### RECITALS

WHEREAS, City and Abonmarche entered into an Agreement on July 12, 2022, for construction inspection services for the East College Avenue Infrastructure Extension Project (“Agreement”).

WHEREAS, because of certain variable factors, including but not limited to, availability of materials, timing for railroad permits, etc., the length of the Agreement could not be determined when the work was originally bid, as contemplated in the Request for Proposals.

WHEREAS, the parties wish to extend the term of the Agreement.

WHEREAS, any modification or amendment to the terms and conditions of the Agreement must be made in writing and signed by both parties.

Therefore, in consideration of the terms, conditions and mutual covenants to be kept and performed under the original Agreement, and under the terms, conditions and mutual covenants of this Amendment, the parties agree as follows:

**Section 1. Extension.** The Agreement shall be extended from January 1, 2023, through October 1, 2023, as follows:

- (A) The construction services described in the Agreement shall be provided at hourly rates described in the Agreement at a not to exceed amount of Five Hundred Sixty-Seven Thousand Dollars (\$567,000).
- (B) The construction survey and layout services described in the Agreement shall be provided at hourly rates described in the Agreement at a not to exceed amount of Twenty Thousand Dollars (\$20,000).
- (C) The field office described in the Agreement shall be provided at a monthly rate of Three Thousand Dollars (\$3,000).

**Section 2. Effective Date.** The Amendment shall become effective on the day of execution and approval by both parties.

Section 3. **Original Agreement.** In all respects, all other provisions of the original Agreement not affected by this Amendment shall remain in full force and effect.

Section 4. **Authority to Execute.** The undersigned affirm that all steps have been taken to authorize execution of this Amendment, and upon the undersigned's execution, bind their respective organizations to the terms of the Amendment.

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

**City of Goshen, Indiana**  
Redevelopment Commission

**Abonmarche Consultants, Inc.**

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

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

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

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

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

November 10, 2022

Mrs. Becky Hutsell  
Redevelopment Director  
City of Goshen  
204 East Jefferson, Suite 6  
Goshen, IN 46528

**RE: CONSTRUCTION INSPECTION – AMENDMENT FOR 2023  
(JANUARY THROUGH OCTOBER)  
East College Avenue Infrastructure Extension Project  
Project Number 2020-0036**

Dear Mrs. Hutsell:

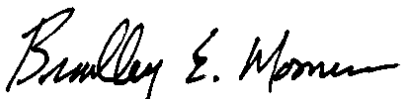
Please find enclosed our proposed amendment to the above agreement to continue providing construction inspection services for 2023 from January through October, which is anticipated to be the timeline for Contractors to complete the public infrastructure contracts.

As Principal and Vice President, I am authorized to submit proposals and enter into agreements for services on behalf of Abonmarche Consultants, Inc. My phone number is (574) 314-1024 and email address is [bmosness@abonmarche.com](mailto:bmosness@abonmarche.com).

Please let us know if you have any questions regarding this proposed amendment, and we look forward to continuing working with the City of Goshen on this project.

Sincerely,

ABONMARCHE CONSULTANTS, INC.



Bradley E. Mosness, PE  
Vice President / Goshen Office Director



Robert Nichols  
Project Manager



## AMENDMENT TO AGREEMENT—2023 CALENDAR YEAR THROUGH OCTOBER

The ENGINEER shall receive as payment for the work performed under this contract on a Lump Sum basis based on the amounts listed below, unless a supplement is executed by the parties, which increases the maximum amount payable. The following fees do not anticipate any overtime.

Personnel hours anticipated are as follows:

**January/February 2023** —Inspection Manager 20 Hours/Week, RPR 16 Hours/Week, Resident Inspector 16 Hours/Week

**March 1—October 1, 2023**— Inspection Manager 20 Hours/Week, RPR 24 Hours/Week, Two Resident Inspectors 40 Hours/Week/Each Respectively

**Construction Inspection—2023 Season** **\$567,000 NTE LSUM Fee**

**Construction Survey and Layout** **\$20,000 Hourly, NTE Fee**

**Field Office** **\$ 3,000 / LSUM/month**

Includes all office equipment, supplies, utilities, and necessary supplies.

CLASSIFICATION	HOURLY RATE
Principal	\$240-275 / hour
Inspection Manager	\$180-220 / hour
Project Engineer / Landscape Architect	\$125-180 / hour
Staff Engineer / Staff Landscape Architect	\$90-120 / hour
Resident Project Representative	\$120-160 / hour
Construction Inspector	\$90-120 / hour
Construction Technician	\$65-105 / hour
Administrative Assistant	\$70-90 / hour

**NOTE:** Overtime calculated at 1.5 (one and a half) times rate over 40 hours per week and 2 (two) times rate on Holidays.

## RESOLUTION 63-2022

### **Approve and Authorize Execution of Change Order No. 4 with Phend & Brown for Eisenhower Drive North and South Road Reconstruction**

WHEREAS the City of Goshen and Phend & Brown entered into an agreement on December 14, 2020 for the Eisenhower Drive North and South Road Reconstruction project.

WHEREAS this is a balancing change order which reduces the contract by \$139,422.00 for a final contract amount of \$1,862,914.82,

NOW, THEREFORE, BE IT RESOLVED that the Goshen Redevelopment Commission approves Change Order No. 4 with Phend & Brown for the Eisenhower Drive North and South Road Reconstruction attached to and made a part of this resolution.

BE IT FURTHER RESOLVED that Becky Hutsell, Redevelopment Director is authorized to execute Change Order No. 4 on behalf of the City of Goshen and Goshen Redevelopment Commission.

PASSED and ADOPTED on December 13, 2022

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Brian Garber, President

---

Brianne Brenneman, 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: Engineering Department

RE: **EISENHOWER DRIVE NORTH AND SOUTH ROAD RECONSTRUCTION  
CHANGE ORDER NO. 4 (JN: 2020-0013)**

DATE: December 13, 2022

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Attached please find Change Order No. 4 for the Eisenhower Drive North and South Road Reconstruction Project, which serves as a balancing Change Order to close the project.

The previous contract amount, with change orders, was \$2,002,336.82. Change Order No. 4 reduces the total contract by \$139,422.00, for a final contract amount of \$1,862,914.82. The net change in contract price is \$75,542.37, an increase of 4.23 percent over the original contract amount.

Please review and consider approval of this change order by signing the attached copy.

**Requested Motion:** Move to approve Change Order No. 4 for the Eisenhower Drive North and South Road Reconstruction Project for a decrease of (\$139,422). The final contract amount of \$1,862,914.82 is a 4.23 percent increase from the original contract amount of \$1,787,372.45.

**CITY OF GOSHEN, INDIANA**  
**OFFICE OF THE CITY ENGINEER**  
**204 E. Jefferson Street, Suite 1**  
**Goshen, IN 46528**

OWNER: City of Goshen

PROJECT NAME: Eisenhower Drive N and S Road Reconstruction

PROJECT NUMBER: 2020-0013

CONTRACTOR: Phend & Brown, Inc.

**I. DESCRIPTION OF WORK INVOLVED (Use additional sheets if needed)**

Change Order No. 4 serves as a balancing Change Order to close the project.

2	Construction Notice Board (Note: This balances the line item out)	-2 EA	@	\$100.00	-----	-\$200.00
4	Temporary Maintenance of Traffic (Note: This balances the line item out)	-0.2 LSUM	@	\$40,000.00	-----	-\$8,000.00
7	Pavement Removal (All Types) (Note: This balances the line item out)	2,046 SYD	@	\$2.75	-----	\$5,626.50
10	Casting Adjustment (Note: This balances the line item out)	-13 EA	@	\$700.00	-----	-\$9,100.00
12	Mailbox Reinstallation (Note: This balances the line item out)	-5 EA	@	\$100.00	-----	-\$500.00
13	HMA Surface, No. 11 (Note: This balances the line item out)	-139.46 TON	@	\$68.00	-----	-\$9,483.28
14	HMA Binder, No. 8 (Note: This balances the line item out)	-24.89 TON	@	\$63.00	-----	-\$1,568.07
15	HMA Base, No. 5 (Note: This balances the line item out)	240.76 TON	@	\$58.00	-----	\$13,964.08
16	Compacted Aggregate, Subbase, No. 53 (Note: This balances the line item out)	-2,150.00 TON	@	\$15.00	-----	-\$32,250.00
17	Compacted Aggregate, Topcoat, No. 73 (Note: This balances the line item out)	-600.40 TON	@	\$50.00	-----	-\$30,020.00
18	Compacted Aggregate, Subgrade, No. 2 (Note: This balances the line item out)	-845.75 TON	@	\$45.00	-----	-\$38,058.75
19	Concrete Drive Approach, 8" (Note: This balances the line item out)	-100 SYD	@	\$60.00	-----	-\$6,000.00

20	Thermoplastic, Solid Line, Yellow, 4" (Note: This balances the line item out)	3,545 LFT	@ \$0.78	.....	\$2,765.10
21	Thermoplastic, Dotted Line, Yellow, 4" (Note: This balances the line item out)	-13,060 LFT	@ \$0.81	.....	-\$10,578.60
22	Thermoplastic, Solid Line, White, 4" (Note: This balances the line item out)	799 LFT	@ \$0.78	.....	\$623.22
23	Thermoplastic, Stop Bar, White, 24" (Note: This balances the line item out)	30 LFT	@ \$14.90	.....	\$447.00
30	Common Excavation (Note: This balances the line item out)	-569.64 CYD	@ \$30.00	.....	-\$17,089.20
Pg. 1					-\$115,589.52
Pg. 2					-\$23,832.48
			TOTAL:		-\$139,422.00

**II. ADJUSTMENTS IN AMOUNT OF CONTRACT**


1. Amount of original contract		\$1,787,372.45
2. Net (Addition/ <del>Reduction</del> ) due to all Previous Contract Supplements Numbers	0 to <u>3</u>	\$214,964.37
3. Amount of Contract, not including this supplement		\$2,002,336.82
4. <del>Addition</del> /Reduction to Contract due to this supplement		(\$139,422.00)
5. Amount of Contract, including this supplemental		\$1,862,914.82
6. Total (Addition/ <del>Reduction</del> ) due to all Change Orders (Line 2 + Line 4)		\$75,542.37
7. Total percent of change in the original contract price Includes Change Order No.	1 to <u>4</u>	4.23%
(Line 6 divided by Line 1)		

**III. CONTRACT SUPPLEMENT CONDITIONS**

- The contract completion date established in the original contract or as modified by previous Contract Supplement(s) is hereby extended/~~reduced~~ by 0 calendar days, making the final completion date May 31, 2022.
- Any additional work to be performed under this Contract supplement will be carried out in compliance with the specifications included in the preceding Description of Work Involved, with the supplemental contract drawing designed as \_\_\_\_\_, and under the provisions of the original contract including compliance with applicable equipment specifications, general specifications and project specifications for the same type of work.
- This Contract Supplement, unless otherwise provided herein, does not relieve the contractor from strict compliance with the guarantee provisions of the original contract, particularly those pertaining to performance and operation of equipment.
- The contractor expressly agrees that he will place under coverage of his Performance and Payment Bonds and contractor's insurance, all work covered by this Contract Supplement. The contractor will furnished to the owner evidence of increased coverage of this Performance and Payments bonds for the accrued value of all contract supplements, which exceed the original contract price by twenty (20) percent.



**RECOMMENDED FOR ACCEPTANCE**

 12.07.22  
 \_\_\_\_\_  
 Dustin K. Sailor, P.E.  
 Director of Public Works

**ACCEPTED:** REDEVELOPMENT  
 CITY OF GOSHEN, INDIANA

BY: \_\_\_\_\_  
 Becky Hutsell, Community Development

**ACCEPTED:** CONTRACTOR

\_\_\_\_\_  
 Phend & Brown, Inc.

BY: \_\_\_\_\_  
 Signature of authorized representative

\_\_\_\_\_  
 Printed

\_\_\_\_\_  
 Title



## RESOLUTION 64-2022

### **Award Bid and Authorize Negotiation and Execution of Agreement for Tenth Street Reconstruction**

WHEREAS Goshen Engineering issued a request for proposals (RFP) for the Tenth Street Reconstruction project.

WHEREAS two proposals were received and reviewed by a three-member team.

WHEREAS the Engineering Department has reviewed the bids submitted and recommends that the bid for the Project be awarded to Jones Petrie Rafinski (JPR) as the lowest responsible and responsive bidder.

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

1. The bid for the Project is awarded to Jones Petrie Rafinski (JPR) as the lowest responsible and responsive bidder for a total cost not to exceed \$194,068.00.
2. Redevelopment Director Becky Hutsell is authorized to negotiate and execute an agreement on behalf of the City of Goshen and Goshen Redevelopment Commission with Jones Petrie Rafinski (JPR) for the Project that is consistent with their bid.
3. The execution of the agreement shall be presented to the Redevelopment Commission for ratification.

PASSED and ADOPTED on December 13, 2022

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Brian Garber, President

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Brianne Brenneman, 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: Goshen Redevelopment Commission

From: Dustin K. Sailor, Director of Public Works

RE: **TENTH STREET RECONSTRUCTION – PLYMOUTH AVENUE THROUGH THE REYNOLDS STREET INTERSECTION (JN: 2022-0037)**

Date: December 8, 2022

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On behalf of the Goshen Redevelopment Commission, Goshen Engineering issued a request for proposal (RFP) for the referenced project. Two proposals were received, one from Jones, Petrie, Rafinski (JPR) and the other from A&Z Engineering. A three-member committee reviewed the proposals, and the scoring per Goshen Redevelopment's policy was 239 and 236 favoring JPR predominately because of their lower design fee.

To keep with the developer's timeline for the Ariel Cycleworks development, Goshen Engineering requests the Goshen Redevelopment Commission award a contract to JPR for a not to exceed fee of \$194,068.00, and authorize the Redevelopment Director to sign the agreement once prepared.

***Suggested Motion:*** Move to award JPR with the Tenth Street Reconstruction from Plymouth Avenue through the Reynolds Street Intersection, for a not to exceed amount of \$194,068.00. I further move to authorize the Redevelopment Director to sign the professional service agreement once prepared.

Tenth Street Reconstruction From Plymouth Avenue to Reynolds  
Project No. 2022-0037

Category	JPR					A&Z					DLZ (Declined)					Abonmarche (Declined)					Lawson Fisher (Declined)				
	1	2	3	4	5	1	2	3	4	5	1	2	3	4	5	1	2	3	4	5	1	2	3	4	5
Project Management/ Key Personnel (20)	20	20	20			18	20	20																	
Project Approach (25)	24	23	15			23	25	22																	
Overall Firm/ Team Qualification (15)	14	15	15			13	15	15																	
Previous Experience with the City (10)	10	8	7			9	8	6																	
Consultant Location (10)	10	5	8			10	5	7																	
Weighted Sub-Total Compensation (25)	78	71	65	0	0	73	73	70	0	0															
<b>TOTAL of All Scores</b>	259					236					0					0									

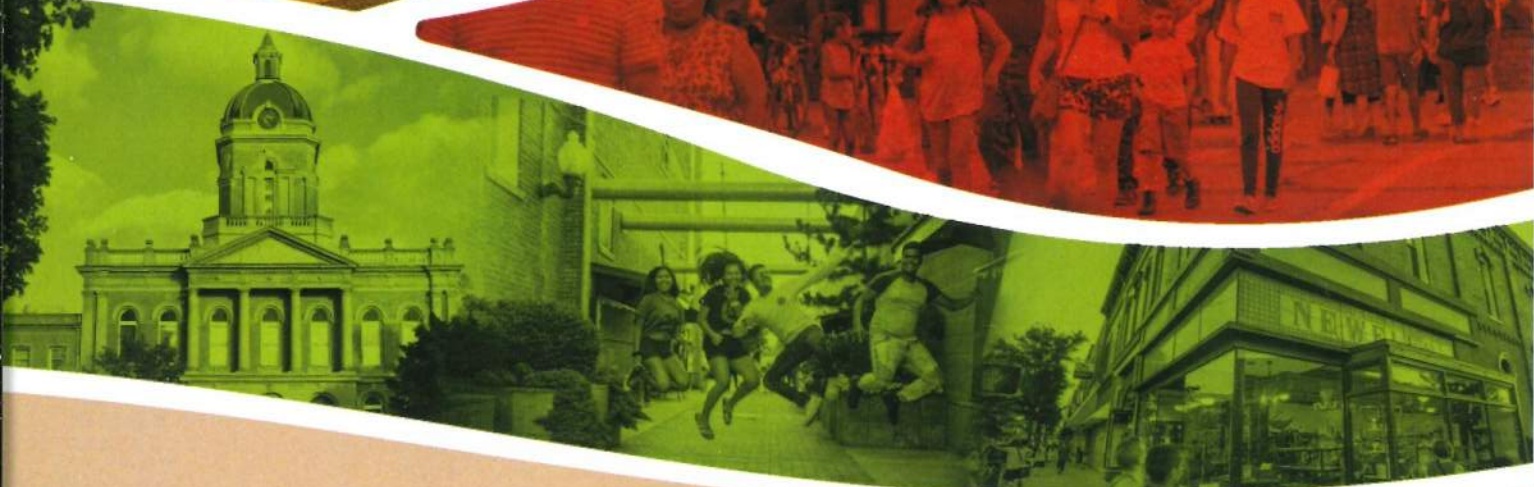
Scoring Team Leader Signature: Dushick, S. Sinton  
 Title: Dir. Public Works  
 Date: 12.06.22



**Goshen**  
THE MAPLE CITY



the Old Bag Factory



# TENTH STREET RECONSTRUCTION

FROM PLYMOUTH AVENUE TO REYNOLDS STREET

FOR  
THE CITY OF GOSHEN, INDIANA

STATEMENT OF QUALIFICATIONS | November 18, 2022

## PROPOSAL CONTACT

Andrew Cunningham  
Vice President  
acunningham@jpr1source.com  
574-232-4388

325 S. Lafayette, South Bend, IN 46601  
www.jpr1source.com

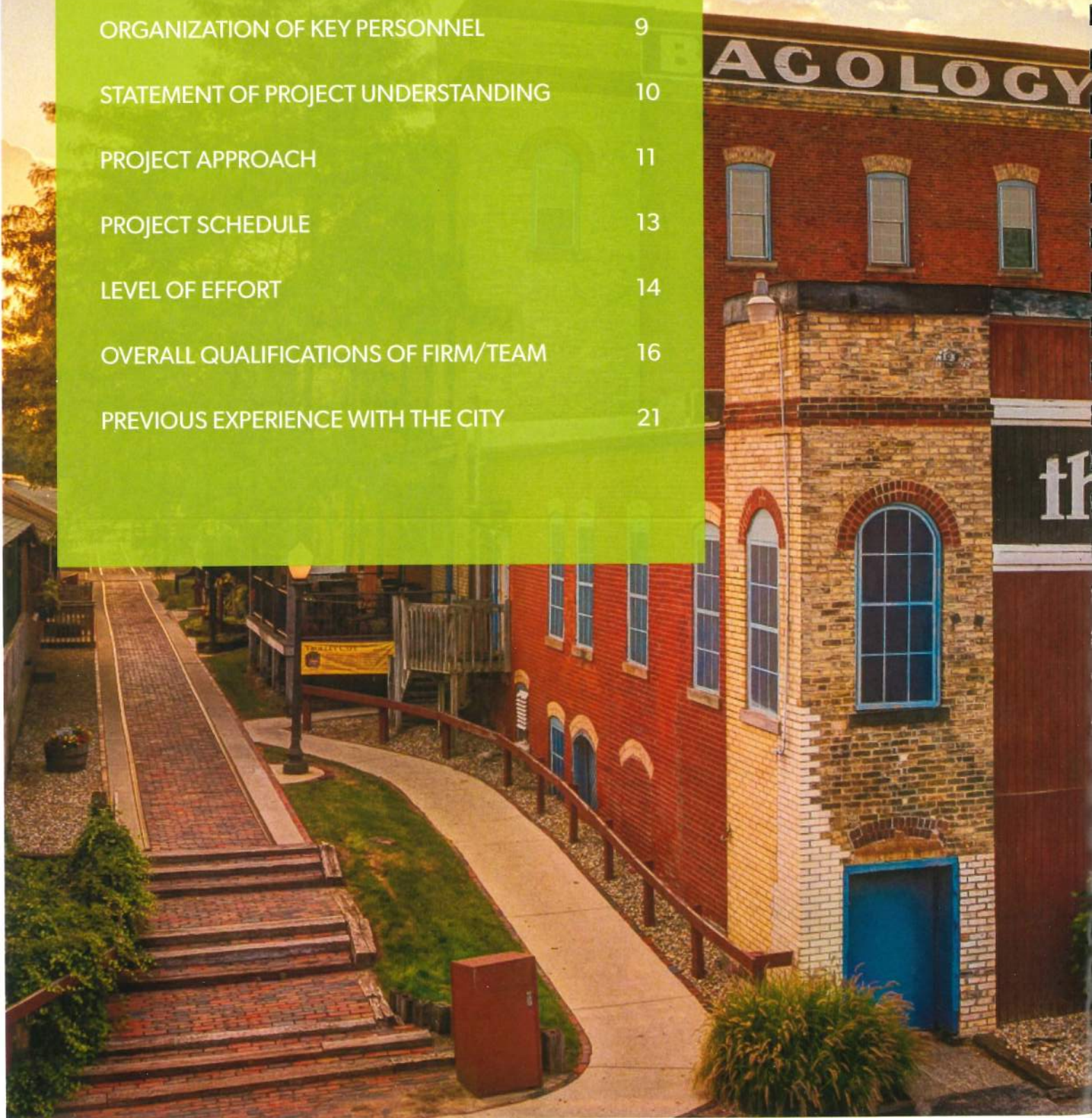


JONES  
PETRIE  
RAFINSKI



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November 18, 2022

City of Goshen Engineering Department  
204 E. Jefferson Street  
Goshen, Indiana 46528

Attention: Dustin Sailor, P.E., Director of Public Works & Utilities

**RE: TENTH STREET RECONSTRUCTION FROM PLYMOUTH AVENUE TO REYNOLDS STREET**

Dear Selection Committee,

The design team at Jones Petrie Rafinski (JPR) appreciates this opportunity to provide design and engineering services for the City of Goshen. We are confident that our technical expertise, creativity, working history, and extensive experience will lead to a successful project for the City of Goshen. With the required disciplines of survey, civil engineering geotechnical engineering, and landscape architecture all provided within our firm, we will deliver a project that is well coordinated, able to successfully navigate challenges and conflicts, and one that will achieve the goals and vision of the City.

As the site design and civil engineering lead for the adjacent Ariel Cycleworks development, we understand the detailed nuances, critical connections and already have begun extensive coordination efforts. Our design team has gone to great lengths to understand the neighboring businesses and residences to develop a project that creates a lasting positive impact to the City of Goshen and the local surrounding neighborhood.

JPR has extensive experience in complex, multiple stakeholder developments resulting in unique and successful solutions, our background includes a wide array of both local and regional projects that are similar in nature to the project at hand. With considerable experience working alongside the City, and an excellent reputation with planning and developments of complex transportation systems, streetscapes, and utility improvements, we believe the work we do together will have a positive impact and benefit the community for years to come.

We strongly believe that proactive engagement with the surrounding neighborhoods and vested stakeholders is both beneficial and necessary to cultivate a sense of project ownership. We will coordinate with each party to ensure that their concerns are considered and solutions are facilitated keeping their needs, and the needs of the City, in mind. We also understand that coordination with private utility companies will be a critical part of the project and have found that early coordination with these companies is important for a smooth permitting experience.

We look forward to collaborating with the City of Goshen – to aid in its continued growth – and to provide a successful project that benefits the City, residents and local businesses.

Respectfully,



Andrew Cunningham, PLA,  
Vice President

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Land Surveying • Civil Engineering • Planning • Architecture • Project Funding • GIS • Environmental • Renewable Energy • Landscape Architecture

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222 Pearl Street  
Fort Wayne, IN 46802  
260.422.2522

325 S. Lafayette Blvd.  
South Bend, IN 46601  
574.232.4388

[jpr1source.com](http://jpr1source.com)



# JPR COMPANY BACKGROUND



Our company, Jones Petrie Rafinski (JPR) has earned its reputation as a highly regarded consulting firm for over three decades. Today, we offer a full selection of professional services to a broad spectrum of clients.



JPR is a service business, focused on the needs of our clients. Our goal is to be your single source for visionary, cutting edge and economical solutions.

**To do so, JPR combines its eight services to meet your needs and realize your vision.**

- Architecture
- Engineering
- Environmental Services
- Geographic Information Systems
- Landscape Architecture
- Planning
- Renewable Energy
- Surveying

From pre-planning to project completion, we tailor our approach to meet client demands. This emphasis on superior client service sets us apart from our competitors and enables us to realize your project on time, on budget, exceeding expectations.

**Structure:**  
Sub-S Corporation (Indiana)

**Number of Employees:** 73

**History:** Founded 1988

**Principals:**

**Kenneth K. Jones, PS**  
*President/CEO*

**Kenneth Jones, Jr., PS**  
*Chief Financial Officer*

**David M. Rafinski**  
*Chief Operating Officer*

**Andrew Cunningham, PLA**  
*Vice President*

**Organizational Description:**  
Employee owned, architectural & engineering firm with a broad area of practice, emphasis on municipal and development consulting services

**Locations:**

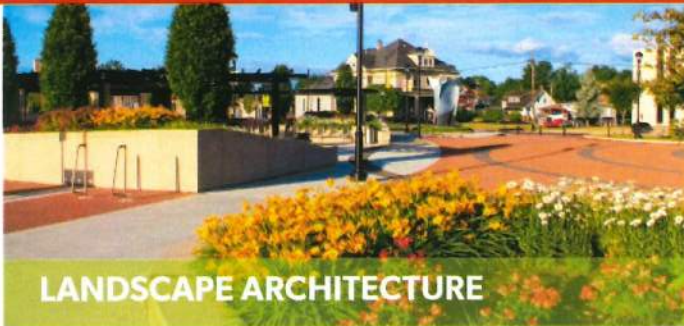
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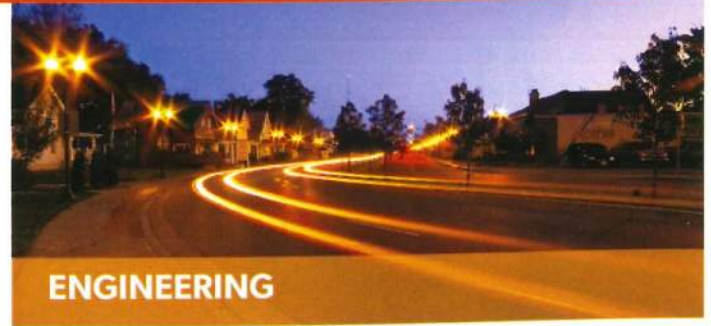


# JPR COMPANY BACKGROUND CONT'D



## LANDSCAPE ARCHITECTURE

From concept through details, our services are tailored to each project with a unique approach to form, function and cost.



## ENGINEERING

JPR has extensive experience in providing quality complex civil, structural, mechanical, and municipal systems engineering services.



## PLANNING

The nationwide experience of our staff helps provide creative yet sound, innovative, yet realistic solutions for your community planning needs.



## ARCHITECTURE

From franchise services, sports centers, & institutional structures to steel buildings and historic renovations, our architectural staff is prepared to provide complete and cost-effective planning and implementation.



## GIS

This department can help with utility inventory, highway maintenance, transportation, survey data, parks and recreation, and much more.



## ENVIRONMENTAL

This department offers services such as environmental engineering, geotechnical engineering, and wetland habitat preservation and mitigation strategies.



## RENEWABLE ENERGY

From point-of-use wind solutions to bio-mass generation, JPR is continuously developing ways for our clients to benefit from the advancements.



## LAND SURVEYING

From boundary surveys to topographic surveys, mortgage surveys to right-of-way surveys, the firm's survey history is one of the most impressive in the region.





**Education**

- Ball State University
  - B.S Landscape Architecture, 2004
  - Certified Wetland Delineation Specialist

**Professional Affiliations**

ASLA - Indiana

Mr. Heiden joined JPR back 2005. He holds a Bachelor of Science in Landscape Architecture from Ball State University. Over the past 17 years with JPR, Robert has lent his design talents on varying types of projects. He continuously works with fellow landscape architects, architects, engineers and environmentalists on projects ranging from commercial site design and city streetscapes to recreation design and stadium developments.

As an experienced member of the JPR design team, Robert has also found his niche performing wetland delineations and overseeing and managing the growing needs in GIS. He has secured needed permits through the Army Corps of Engineers on trail projects and bridge replacements, as well as permitting for local and state agencies on other types of projects. Mr. Heiden routinely coordinates with many of the firm’s municipality clients for GIS implementation and insight, including the re-build of the GIS system for all sewer and water utilities for the Town of Middlebury, Indiana.

**PROJECT EXPERIENCE**

**Downtown Streetscapes and Cross Street Improvements – South Bend, IN**

Over the last decade, JPR worked with the City of South Bend on several streetscape upgrades. As part of the design team on every cross-street project, Robert served an integral role through all phases from concept design and implementation to construction administration. For the Bartlett and two-way street conversion project, Robert completed much of the construction plan development. This required coordination with the City and other design firms working on adjoining street projects. In addition, Robert worked closely with the City to implement a new street cross section into the Michigan Street and Colfax Avenue corridors. This required paying close attention to stakeholder demands and finding creative ways to keep the design within the City’s budget.

**Ariel Cycleworks – Goshen, IN**

In 2021, AP Development (AP) asked JPR to help them incorporate affordable housing into a known brownfield site located within an established neighborhood on the east side of Goshen. From inception, Robert worked with AP to establish a site plan that would meet the owner’s needs, the neighbors’ concerns, and the City zoning requirements. In addition, he helped facilitate rezoning of the property from Industrial M-1 to Residential R-3 PUD. Working alongside AP’s architect and environmental consultant, the team is currently progressing the site design (within the limitations put forth by State Brownfield) toward plan documents for a project construction start in early 2023.

**Parkwel – Elkhart, IN**

Robert, assisting with the Master Plan for this proposed mixed-use commercial and residential development on the east side of the City, was an integral part of the design team. The team not only helped layout the 500-acre mixed-use plan which included residential lots, a new commercial district, and recreational space, but also how the site and stormwater would drain. Robert worked on design plans for the two-stage ditch and wetland areas to provide this new development with a sustainable design utilizing the latest and best management practices to help facilitate the stormwater issue.





**Education**

Rose-Hulman Institute of Technology  
– B.S. Civil Engineering, 2011  
University of Stuttgart

**Professional Registration**

Professional Engineer  
Indiana #11600311

**Professional Affiliations**

American Society of Civil Engineers  
Certified INDOT Utility Coordinator

Michael provides a unique perspective to every project he manages. With over 11 years of roadway design experience, Michael has played a critical role in numerous INDOT and LPA projects throughout the state. This experience provides the knowledge to bring new ideas to the forefront while identifying and mitigating any challenges that arise. Michael understands the best way to manage risk is by being accessible during a project. Maintaining consistent communication is key to meeting deadlines and avoiding risks. As a new member to the JPR family, Michael will be able to dedicate a significant amount of time to the success of the project if selected.

**PROJECT EXPERIENCE**

**SR 13 Corridor Study for the Town of Middlebury**

Traffic Study to develop alternatives for the expansion of SR 13 through the Town of Middlebury. Recommended improvements included a 3-lane corridor with new multi-use path.

**CR 17 Route Study for Elkhart County Highway Department**

Provided engineering for three alignment alternatives for a seven-mile reconstruction of CR 17 from CR 38 to US 6. Design included traffic analysis, intersection alternatives, drainage analysis, and cost estimates for the 4-phase project.

**Economic Development Corridor Study for LaPorte County, Indiana**

Provided engineering services for a new north-south corridor to the east of the City of LaPorte. Engineering report included cost projections, right of way impacts, and environmental documentation for five alignment alternatives.

**SR 933 Multi-Use Path for South Bend, Indiana**

Project Engineer for multi-use path along 0.75 miles of SR 933. Project included moving the curb line of SR 933 to provide room for an 8-ft multi-use path and new guardrail separation for pedestrian and motorist safety.

**ADA Intersection Improvements for the City of Goshen, Indiana**

Project Engineer for the design of ADA improvements in accordance with PROWAG guidelines for seven intersections. Improvements included new curb ramps, replacing sidewalk, and addition or modification of pedestrian push button locations.

**Safe Routes to Schools for City of Valparaiso, Indiana**

Project Engineer for design and construction documents for two Safe Route to Schools (SRTS) projects that includes approximately 4,015 feet of new sidewalks for the Cooks Corners Elementary school and 4,500 feet of new sidewalks for the Memorial Elementary School.





#### Education

Ohio Northern University  
– B.S. Civil Engineering

#### Professional Registration

Indiana #PE12000703  
Michigan #6201309697  
Ohio #E-86670

#### Professional Affiliations

American Society of Civil Engineers  
National Society of Professional Engineers  
Society of Women Engineers

**On this project, Claire will provide peer review services, as well as oversight and management of quality assurance and quality control (QA/QC) efforts to ensure the project is meeting all expectations.**

Claire Eltzroth graduated with a Bachelor of Science in Civil Engineering from Ohio Northern University. She began her career as a Civil Engineering Intern at the Ohio Department of Transportation and worked as a bridge design engineer after graduation.

In 2018, Claire began working for Jones Petrie Rafinski as a Graduate Staff Engineer. After obtaining her P.E. in 2020, Claire became a Project Engineer focusing on site design projects such as stadium and athletic complexes to community revitalization projects. Claire's experience at JPR includes managing site design projects in addition to analyzing, master planning and engineering complex utility systems.

## PROJECT EXPERIENCE

### Fairfield Community Schools - Goshen, IN

Assisted with the Master Plan of the site reconfiguration to provide a safe, efficient, and awe-inspiring campus for students, faculty, and visitors. The Master Plan consisted of a new bus drop-off location and route, a centralized outdoor athletic complex including tennis courts, softball and baseball fields, and a proposed indoor student activity center. As-built drawings and site reconnaissance were used to develop a logical configuration within the small, topographical challenging site.

### Bethany Christian Schools - Goshen, IN

Contributed to the design of an 18-acre outdoor athletic complex consisting of a new track facility, high school and middle school soccer fields, softball field, entrance plaza and concessions building. Calculated and designed the utility layout, stormwater storage system and extensive site grading to ensure maximum drainage was maintained.

### Van Wert Downtown & Streetscape Revitalization – Van Wert, OH

The project included multiple areas of streetscape improvements within the downtown that required improvements to the City's main thoroughfares and within allies. Project engineer responsible for the layout of proposed utilities such as water and storm sewer improvements and assisted with site grading. Challenge to piece together existing utilities in order to incorporate the improvements and the additional infrastructure as well as allowing for ADA compliant building entrances while matching into existing roadway elevations.

### Elkhart County Courthouse – Elkhart, IN

Transformation of a 23-acre agricultural field into a proposed 4-story courthouse. The site campus includes parking, walking paths, outdoor plaza, grand entrance, and future buildings for expansion. As the project engineer, designed the utility layout to include public and private sanitary sewer extension and water main, storm sewer system and site grading that included a series of detention basins throughout the site. The site grading, drainage, and utilities were all sized and planned for the proposed courthouse building as well as any future expansion.



# ADDITIONAL PROPOSED KEY PROJECT PERSONNEL RESUMES



**Brett Konarski, PE**  
Senior Project Engineer

**Valparaiso University:** B.S. Civil Engineering

**Professional Registration:** Indiana #11011333; Michigan #6201057823; Ohio #77658; Pennsylvania #89567; North Carolina #47834; Florida #88037; Wisconsin #47562-6

**Professional Affiliations:** American Society of Civil Engineers

Since joining JPR, Mr. Konarski has been an integral part of numerous design and development projects. Some of his responsibilities include engineering design of roads, storm sewer systems, sanitary sewer systems, water distribution systems, and site designs. In 2005, Brett provided inspection oversight and construction engineering for a \$40 million Steuben Lakes Regional Waste District treatment plant and collection system project. To date, it is the largest project funded by the USRDA in the nation and involved four different contractors over five divisions.

Brett's extensive field work has given him great insight into the design, supervision, and inspection of numerous projects. Brett is now an experienced project engineer and works daily with demolition, remediation, design, and construction inspection projects.

**On this project, Brett will provide peer review services, as well as oversight and management of quality assurance and quality control (QA/QC) efforts to ensure the project is meeting all expectations.**

## PROJECT EXPERIENCE

**Mishawaka Center for Hospice Care - Mishawaka IN** - Led the civil engineering and utility design efforts. Coordinated extensively with local utility providers and permitting agencies.

**South Bend Orthopedics Medical Campus - South Bend, IN** - Worked with the project manager, developer, and St. Joseph County on development of the first PUD in the County. Prepared a complex storm system design featuring interconnected storage basins and a storm pump to maintain circulation through the system and make use of the outlet to a County ditch.

**Combined Sewer & Carrington Pointe Phase III - Fort Wayne, IN** - Served as lead engineer for the 30-acre expansion of a mobile home residential community. Responsible for design of a storm sewer network and two interconnected detention basins with controlled releases to a County ditch. Local permitting required a full system model to confirm that system capacity was adequate.



**Brian Sutanto**  
Graduate Engineer

**Purdue University:** B.S. Civil Engineering

Since joining JPR, Brian has assisted with several projects ranging from the development of grading, utility, and erosion control plans to the preparation of reports, cost estimates, and stormwater drainage calculations. He has also assisted with geotech and structural work including steel-frame design, mezzanine modeling, and boring logs creation. Prior to joining JPR, Brian interned at an engineering company in Indonesia where he modeled and calculated beam and plate reinforcements for a 63-story building. He also created load simulations for a 58-acre development, inspected installations of rebar for columns and core walls to ensure safety and accuracy, and generated programming script to calculate building capacities based on existing ASCE, ACI, and AISC standards.

Equipped with a strong knowledge of engineering theories, principles, specifications, and standards, Brian is self-motivated and progress-driven. He has the ability to learn quickly, and has ample talent and ambition for solving complex problems.

## PROJECT EXPERIENCE

**Maple City Chapel - Goshen, IN** - Created production plan sets for this project, as well as assisted in the design of the stormwater system, grading, and utilities.

**Indiana Avenue Apartments - Goshen, IN** - Assisted with utility design as well as grading and stormwater.

**Van Wert Downtown Revitalization - Van Wert, OH** - Assisted in the design of the stormwater system, as well as grading and utilities. Also created plan sets for production.

**Elkhart County Courthouse - Elkhart, IN** - Assisted with the grading, stormwater, and utility design.



## ADDITIONAL PROPOSED KEY PROJECT PERSONNEL RESUMES



**Patrick Richardville, E.I.**  
Graduate Engineer

**Trine University:** B.S. Civil Engineering

**Licenses and Certifications:** Engineer Intern, NCEES - ET32100047; Remote Pilot (SUAS), FAA - #4569668

Responsible for preparing design and construction documents for public sector and transportation-related projects, Mr. Richardville has developed designs, calculations, plans, and estimates pertinent to the success of many roadway projects. This experience encompasses the whole process of plan development including geometric layout, site modeling, maintenance of traffic, quantity calculations, plan preparation, and document preparation, as well as the traffic analysis of intersection and interchange designs during the preliminary planning stages. Patrick works quickly to resolve any problems that may arise during construction.

### PROJECT EXPERIENCE

**Lincoln Neighborhood Sidewalks - Warsaw, IN** - Served in a mentorship role, supporting junior staff in the design by offering guidance and review. This project included a network of new sidewalks and curb ramps.

**SR 106 from US 6 E to US 6 W - INDOT** - As lead designer, provided design and plan development, maintenance of traffic design, quantity calculations, cost estimating, and supporting calculations.

**US 31 at SR 110 Engineer's Report for the INDOT LaPorte District** - As lead engineer, developed the report and analyzed the proposed Reduced Conflict Point Intersection.



**Jordan Maxson**  
Civil Structural Engineer

**Trine University:** B.S. Civil Engineering

**Professional Registration:** Indiana #PE11400392; Michigan #6201061957; New York #096176; Pennsylvania #PE084218; Delaware #22549; Montana #PEL-PE-LIC-47501; North Carolina #047624; New Hampshire #15053; Rhode Island #PE.0011861

**Professional Affiliations:** American Institute of Steel Construction (AISC); American Society of Civil Engineering (ASCE)

Mr. Maxson strives to provide the highest level of engineering services for every client. Meeting and exceeding their needs, regardless of the challenges presented, his insight concerning the details of shop fabrication processes and operations give an advantageous perspective by considering fabrication feasibility and production economics. The client has an opportunity to realize cost savings along with enhanced quality and reliability in the finished product. Jordan is known for his detail-oriented work ethic and continues to expand his expertise providing a broad range of consulting services within the disciplines of structural and geotechnical engineering.

### PROJECT EXPERIENCE

**LaGrange County Bridge No. 57 - LaGrange, IN** - Performed structural observation and field inspection work during the construction of Bridge No. 57.

**Region C Wastewater Treatment Plant - LaGrange, IN** - Provided structural design and specifications for various environmental structures involved with the project.

**ABC Supply Stadium - Beloit, WI** - Served as the EOR for the discipline of structural engineering where he led the design and production of construction documents for all structural elements of the new stadium.



**Jeff Barnes**  
Professional Land Surveyor

**Purdue University:** Engineering Technology

**Professional Registration:** Professional Land Surveyor; Indiana #20200084

**Professional Affiliations:** Indiana Society of Professional Land Surveyors

Mr. Barnes has vast experience in all types of land surveying. He has completed many INDOT and Federal Aid survey projects at various locations throughout Indiana for INDOT and LPAs including topographic data and base maps, location control route surveys for INDOT and local municipalities, right-of-way engineering, retracements, and survey project oversight. Jeff provides management for many types of projects both public and private. Jeff has completed the INDOT Right-of-Way Plan Development Training Course.

### PROJECT EXPERIENCE

**South Main Street Streetscape - Elkhart, IN** - As surveyor in charge, provided topographic surveys, planning and oversight of all aerial photo control and mapping, R/W retracement, and acquisition documents.

**McKinley Avenue/Fremont Park - City of South Bend** - Served as surveyor in charge. Scope of survey included documenting all underground utilities and connections, as well as determination of sanitary and stormwater elevations and grades.

**LaGrange County RUD - LaGrange, IN** - Served as surveyor in charge. Detailed field checks were performed once the initial surveys were completed. [www.jpr1source.com](http://www.jpr1source.com)



# ORGANIZATION OF KEY PERSONNEL

Jones Petrie Rafinski has hand-picked a team of experts to assist the City with this streetscape and reconstruction project. Having worked together many times in the past, the team understands their individual and collective roles. They welcome collaboration, and their positive attitude, flexibility and commitment to the project will ensure they are providing quality deliverables. Additionally, the team has an adept ability to overcome challenges and provide solutions that will incorporate the City's Goals - while ultimately providing actionable and implementable results.

## CITY OF GOSHEN



### PRINCIPAL IN CHARGE

**Andrew Cunningham, PLA**  
Vice President  
Leadership Overview



### PROJECT MANAGER

**Robert Heiden, Jr.**  
Design Specialist  
Client Contact, Streetscape Design

### DESIGN TEAM



**Mike Voll, PE**  
Senior Staff Engineer  
Streets, Transportation Systems,  
CCMG Programming and Project Management



**Patrick Richardville, E.I.**  
Graduate Engineer  
Streets, Transportation System Design



**Brian Sutanto, E.I.**  
Graduate Engineer  
Utility Design Services

### QA/QC - PEER REVIEW TEAM



**Claire Eltzroth, PE**  
Project Engineer  
Quality Assurance/ Quality Control  
Stormwater Systems Design, Environmental Review



**Brett Konarski, PE**  
Senior Project Engineer  
Quality Assurance/ Quality Control  
Utility Service Design

## Our Company

Our full range of services, collaborative approach, and more than 30 years of experience allow us to deliver the innovative, sustainable solutions your project needs.

Whether it's the construction of a new community center, a local streetscape, or the renovation of a professional MLB affiliated ballpark, we believe that the work we do together has the potential to make a big impact on your community for years-or decades to come. That's why we believe project success goes beyond impeccable design, creative solutions, and adherence to timelines and budgets. To the team at JPR, the measure of success includes sustainability-customer satisfaction, community impact, and ongoing performance.

## Mission

Provide superior client service, complete your project... on time, & on budget, exceeding your expectations. No sales staff, just experienced project managers... taking care of you.

## Dedication

Our dedicated staff is ready to work for you. With our extensive project experience and extremely qualified team we are able to overcome any challenge your project might have.



# EXPERIENCE, DEDICATION, PASSION

**JPR is a firm focused on the needs of our municipal clients. Our goal is to be their single source for solutions to the often complex challenges local municipalities face.**

For over thirty-years, JPR has developed a reputation as a consulting firm that is always willing to go the extra mile to exceed our client's expectations. JPR has the staff and experience needed to offer a full selection of professional services to our clients. Our collaborative approach enables us to provide solutions that often develop from a cross-section of different types of experts and a combination of new concepts and ideas, as well as "Tried and True" engineering fundamentals.

As the needs of our clients change so does our approach to overcoming their challenges. We are constantly exploring innovative ideas and continually researching better ways to find cost-saving solutions to the problems our clients face. We will continue to grow and meet the demands of our clients whether it is helping to design a downtown streetscape, city park, baseball stadium, public library, or, working with a local government to develop modern and/or more efficient local utility infrastructure.

## STATEMENT OF PROJECT UNDERSTANDING

JPR understands that The City of Goshen Engineering Department is working with the Ariel Cycleworks developer, Anderson Partners (AP) Development, to improve Tenth Street and Douglas Street for a new 136-unit apartment complex. This complex is to be located in the greenspace at the northwest corner of Plymouth Avenue and Tenth Street.

JPR has been working with AP Development as the Engineer of Record developing the site design for the Ariel Cycleworks project and is very familiar with the site, the overall area, and the comments and neighborhood concerns regarding this development. To help alleviate these concerns and make improvements to the City's infrastructure, we understand that the City is seeking professional survey, geotechnical services, and design for the reconstruction and streetscape of Tenth Street – from Plymouth Avenue through its intersection with Reynolds Street.

Our experienced team is ready to provide utility design services beyond the Ariel Cycleworks site

to extend a 12-inch water main from Jackson Street, which is south of the development. We have included several transportation engineers to address the reconstruction of the roadway with a curb and gutter section, sidewalks, and public utilities within the right-of-way corridor. We are also cognizant of the new water system lead rules and will design accordingly for the replacement of water services into the homes where the water meters are maintained.

Our team is aware that there are no known municipal stormwater outlets in this area and will be looking at proposing treated infiltration as a way to manage stormwater runoff collected from the project area. Keeping in mind the road design and the stormwater management system, JPR understands that a Geotechnical Study will be needed.

JPR also recognizes that early engagement with private utility companies is key to maintaining a smooth timeline and will coordinate with them at the beginning of the design process.



# STATEMENT OF PROJECT UNDERSTANDING

Finally, JPR realizes the need to accommodate employee parking, material deliveries, and outside storage for one of Goshen's oldest operating businesses, Gleason Industrial Products. We understand the necessity of designing a parking and delivery scenario that will not disrupt the current business, but will enhance the area for the business and both its employees and neighborhood.

JPR's team is excited for the opportunity to extend our knowledge of the area to provide creative and workable solutions that will help overcome these challenges and improve the streetscape, traffic, and parking within this street corridor.



## PROJECT APPROACH

### Surveying

The JPR team is at a distinct advantage when it comes to surveying for this project. Having been contracted to perform the site design for the Ariel Cycleworks development, JPR has already performed a significant portion of the required survey for this project. This includes the development itself along with a majority of Tenth Street and Douglas Street. Additional survey collection will be required along Tenth Street to accommodate the remainder of the project, but the City will see significant savings and expedited design schedule by utilizing the data JPR has already collected.

### Geotechnical Investigation

JPR's team has already done an extensive geotechnical investigation on for the Ariel Cycleworks project site. Our investigation has provided us with a good understanding as to what we can expect to find in regards to the Tenth Street Reconstruction project. However, the JPR team will conduct an additional thorough geotechnical investigation within the right-of-way. To accomplish this analysis, the JPR team will obtain pavement cores and subsurface information at strategic locations along the corridor. This will provide a stable base of information to determine appropriate

pavement design sections as well as aid in calculating the proposed stormwater management system.

### Roadway – Typical Section

**Tenth Street** – By utilizing the Elkhart County standards for roadway geometrics, the JPR team proposes a typical section with 12' lanes, 8' parking, curb and gutter, 5' tree lawn, and 6' sidewalks. With an anticipated 66' right-of-way adjacent to the Ariel Cycleworks development, parking on both sides of the corridor will be maintained for the neighborhood residents.

**Douglas Street** – The section of Douglas Street between Tenth Street and the railroad will be converted into public parking for surrounding neighborhood residents as well as Gleason Industrial Products employees. This parking lot will include new asphalt pavement, curb, and storm sewer structures while adhering to all City of Goshen Standards.

**Turning Movements** – In addition to the geometrics of the corridor to maintain parking and the conversion of Douglas Street, turning movements will be analyzed to accommodate WB-67 trucks at intersections essential to Gleason Industrial Products operations. Additionally, the area will need to accommodate school buses for the nearby high school and will be taken into consideration.



# PROJECT APPROACH

**Pavement Design** – By being a mixed use commercial and residential roadway, it will be important to design the roadway to accommodate all anticipated traffic. Using the traffic analysis performed in June and the geotechnical investigation, the JPR team will utilize the AASHTO 93/98 standards to determine an appropriate pavement section. As for the proposed Douglas Street conversion for parking, the JPR team recommends utilizing a standard parking lot section to expedite design and minimize cost.

## Utility Considerations

**Public Utility Expansion** – To accommodate the increased usage from the proposed development, it is essential to upgrade the water and storm sewer within the surrounding project area. Upsizing the water line from Jackson Street to Plymouth Street will be necessary to accommodate the new development. Additionally, new lead rules for water systems will require replacement of water services to homes along the entire corridor of the construction area. As no storm sewer currently exists for the limits of the project along Tenth Street, it will be imperative to include with any road upgrades to eliminate drainage issues. With no outlet nearby, it will also be necessary to maintain and treat all storm water runoff on site. This will include run off from Gleason Industrial Products as their down spouts run into the roadway.

**Private Utility Coordination** – As lead designer for the Ariel Cycleworks development, the JPR team has already begun the coordination process with private utility companies within the area. By having contacts in place, it will expedite coordination for the additional roadway reconstruction efforts. JPR will maintain open communication with the utility companies on any additional relocation work that will be required.

**Railroad Coordination** –The JPR team does not anticipate any railroad conflicts as part of this project. With the Norfolk Southern railroad crossing at Douglas Street already closed and the proposed design not encroaching

on the existing right-of-way, the need for coordination will be minimal. The JPR team will contact the railroad to ensure no problems will arise during the design process.

**Maintenance of Traffic** – Utilizing the proposed cross section along Tenth Street, it will be possible to maintain two way traffic along the corridor while utilizing the proposed parking lanes. This will allow for minimal impact to Gleason Industrial Products operations as well as the resident drives along the roadway. Short term detour routes will be utilized on Plymouth Avenue and Reynolds Street for work anticipated in those intersections.

## Permitting

To facilitate the project success, the JPR team will prepare and submit all necessary permit applications. Anticipated permits required include: IDEM Water and Sewer Utility Permits and the Elkhart County Soil and Water Conservation District Construction Stormwater General Permit. These permits will be applied for as soon as the design allows to prevent any delays in construction.

## Public Involvement

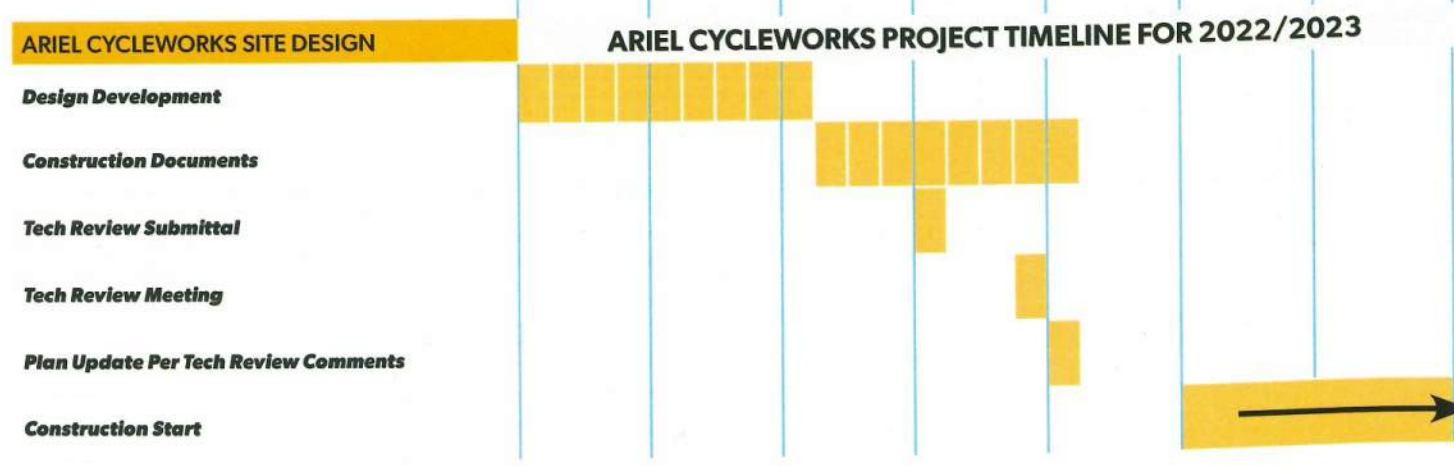
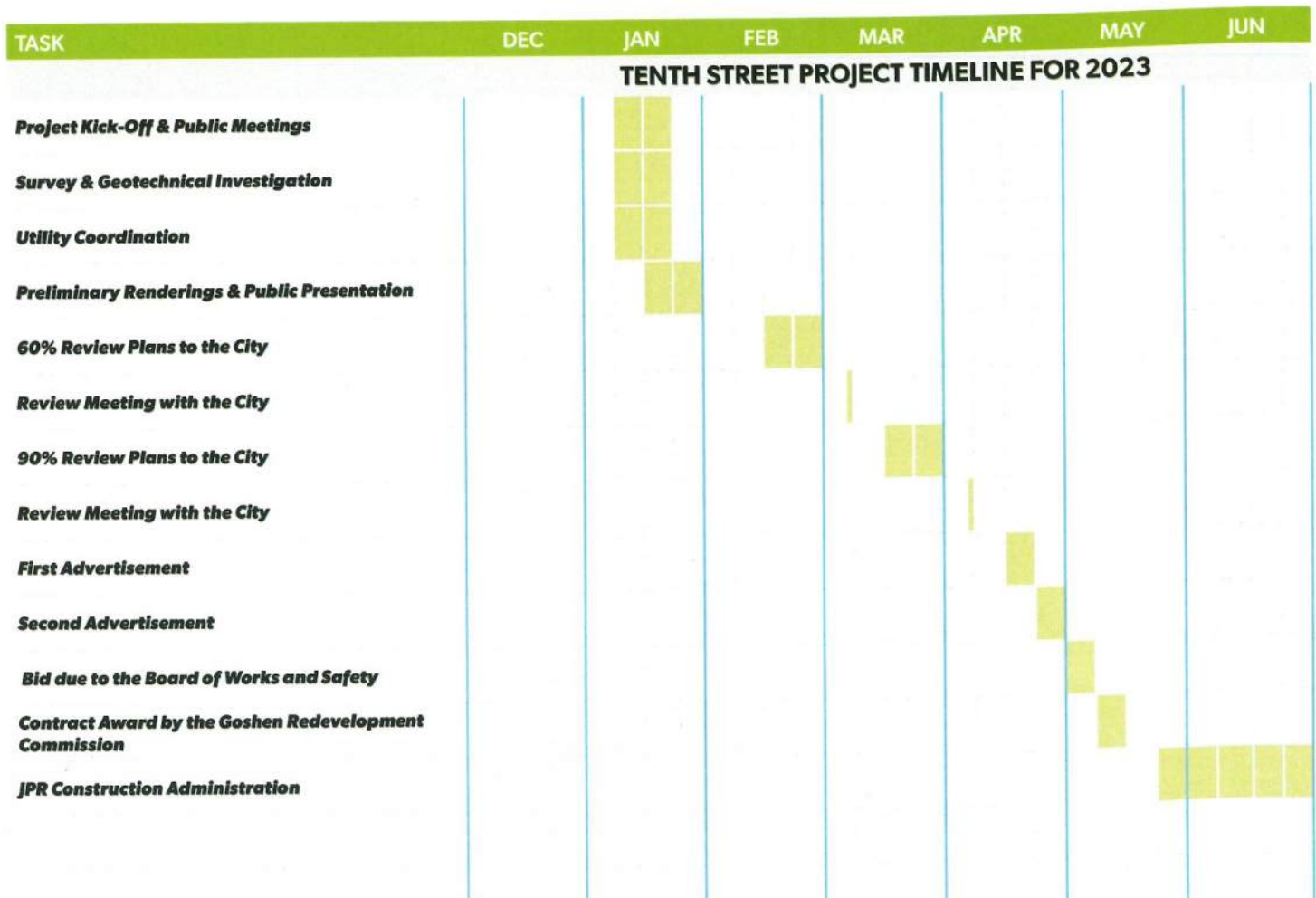
Due to the perception of the Ariel Cycleworks development, involving the public early in the design process will be a crucial step for a successful project. The JPR team has significant experience working with residents and implementing appropriate design suggestions into the final project design. This will include accommodating not only residential parking, but also maintaining the existing shipping and storage requirements of Gleason Industrial Products. By holding a public meeting early in the design process but after initial planning has occurred, the JPR team will be able to make any necessary changes to satisfy resident concerns while not affecting the overall project schedule.

**At JPR, we want to see our communities thrive. That's why we offer a tailored approach to the design of our projects. We combine our unsurpassed technical expertise with our recognized design capabilities, to develop plans for projects that are creative and implementable. The work we do together will become a legacy and have a positive impact on the City of Goshen for generations to come.**



# PROJECT SCHEDULE

We have a team of dedicated professionals ready to work for you. With our highly experienced team we are remarkably qualified to perform the services needed for your project. It is with great pride that we help many clients, such as yourselves, complete their project(s) on time and within budget.



# MANAGEMENT PLAN FOR THE PROJECT - LEVEL OF EFFORT

Item	Andrew	Robert	Mike	Claire	Brett	Jordan	Patrick	Brian	Jeff B.	Total Hours
<b>Estimate of Hours</b>										
<b>PRE-DESIGN</b>	Kick-Off Meeting	4	4	4			4			16
	Survey								60	60
	Geotechnical Investigation					40				40
	Site Reconnaissance	1	1	1			1			4
	Utility Coordination						4			4
	Neighborhood Outreach and Parking Strategy	2	4	4						10
<b>SCHEMATIC DESIGN – 30%</b>	Preliminary Plan & Profile			16			60			76
	Typical Cross Sections Development			2			8			10
	Analyze Truck Turning Movements			1			4			5
	Gleason Site Coordination	2	2							4
	Arial Cycle Works Site Coordination	2	2							4
	Preliminary Stormwater Management Layout		4		8			24		36
	Preliminary Water Main Design		4		8			24		36
	Preliminary Sanitary Main Design		4		8			24		36
	Utility Coordination		16				16			32
	Streetscape Rendering	2	8							10
	Public Presentation	4	8	8						20
	30% Cost Estimate		4	4				16		24
	QA/QC Review			24		24				48
	Owner Review Meeting	2	4	4						10
	<b>DESIGN DEVELOPMENT – 60%</b>	Draft Construction Documents			16			60		
Draft Specifications			8	24						32
Advance Stormwater Management Layout			2		16			24		42
Advance Water Main Design			2		16					18
Advance Sanitary Main Design			2		16			24		42
Utility Coordination							24			24
60% Cost Estimate				4			16			20
QA/QC Review			8	24		24				56
Constructability Review		8	16							24
Owner Review Meeting		4	4	4						12



# MANAGEMENT PLAN FOR THE PROJECT - LEVEL OF EFFORT

Item	Andrew	Robert	Mike	Claire	Brett	Jordan	Patrick	Brian	Jeff B.	Total Hours
<b>Estimate of Hours</b>										
<b>CONSTRUCTION DOCUMENTS - 90%</b>	Final Construction Documents			16			40			56
	Final Specifications		16	24						40
	Advance Stormwater Management Layout				4			8		12
	Permitting				40			16		56
	- IDEM Sewer and Water Main Permitting									
	- City of Goshen Technical Review									
	- Construction Stormwater General Permit									
	QA/QC Review			24		24				48
	90% Cost Estimate			4				16		20
	Constructability Review	8	8							16
Owner Review Meeting	2	4	4						10	
<b>CONSTRUCTION DOCUMENTS - 100%</b>	Incorporate Permitting Comments				8		16	24		48
	Final Coordination						8			8
	Submit Construction Documents & Specifications		4	4						8
	- Permit				16					16
	Final QA/QC			24		24				48
	Final Cost Estimate				4			8		12
	Constructability Review	8	8							16
<b>BIDDING &amp; NEGOTIATION</b>	Coordinate Notice to Bidders		4							4
	Advertise Bid		4							4
	Pre-bid Meeting	2	2	2						6
	Respond to RFI's		8	8		8				24
	Issue Addendums		4							4
<b>CONSTRUCTION ADMINISTRATION</b>	Bi-Weekly Site Visits		16	16		16				48
	Review Shop Drawings			24		24				48
	Respond to RFI's		16	16		16				48
	Issue Addendums		4							4
	Develop Punch List		8	8		8				24

Total = 1459  
 x \$ 210 (Est)  
 ~\$ 306,400





# OVERALL QUALIFICATIONS OF FIRM/TEAM



## Bartlett Street Reconstruction

South Bend, Indiana

**PROJECT COST:** \$3.5 Million  
**CLIENT CONTACT:** Roger Nawrot, City Engineer  
574-235-5932  
**PROJECT MANAGER:** Dave Rafinski, Vice-President  
Robert Heiden, Jr.

The City of South Bend Board of Public Works commissioned Jones Petrie Rafinski to assist them in the development of the Bartlett Street Roundabout and Reconstruction project. This project is one of the first projects for the citywide two-way street conversion planning initiative.

This project involved a multitude of stakeholders including, but not limited to, the City of South Bend, Memorial Hospital (Beacon Healthcare), the Indiana Department of Transportation, South Bend Medical Foundation, South Bend Community School Corporation, the St. Joseph County Historic Preservations Commission, and Downtown South Bend, Inc. During the Design Development Phase, JPR spearheaded the necessary coordination with the City and stakeholders to obtain comments and buy-in in order to fully develop the final design from which to develop Construction Documents and Specifications.

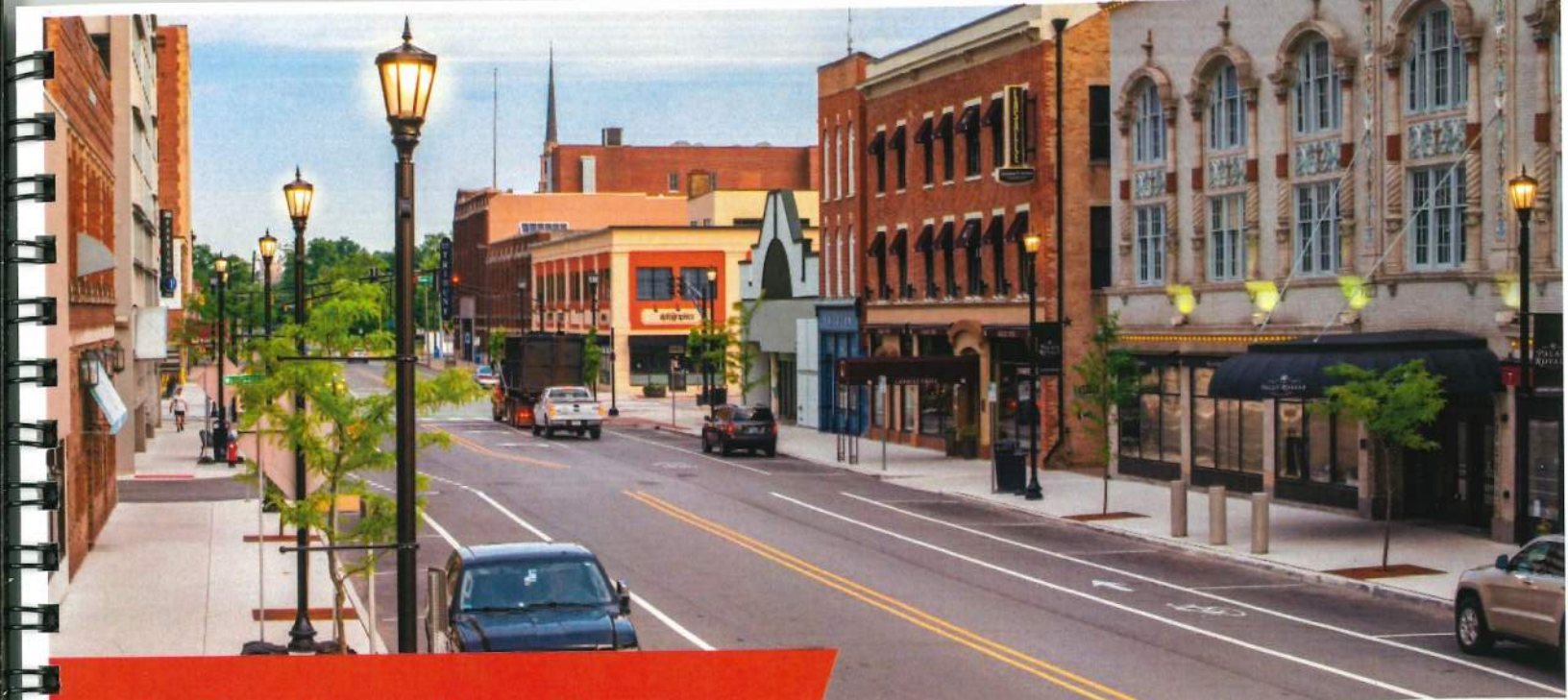
Due to alternative funding sources this project was split into two phases. The first phase involved the realignment of Bartlett Street and the redesign and construction of the entry drive and parking area in front of the main

entrance to Memorial Hospital. Detailed Maintenance of Traffic plans were developed and studied in length since the pedestrian access into the hospital must remain. The improvements within this portion of the project include new LED site and street lighting, improved storm drainage, a revised and more efficient vehicular circulation and pedestrian drop off area, and additional parking and landscaping.

The second phase of the project included the development of a new two-lane modified turbo roundabout to be constructed at the intersection of Bartlett and Michigan Street (SR 933). Careful attention to the proposed roadway speeds, the inclusion of the largest legal semi-truck, and pedestrian and bicycle crossing points were required to design a successful, safe and efficient roundabout design.

The aesthetic aspects integrated into the overall project were critically important since these improvements are considered the main entrance to Downtown South Bend as well as the entrance to the Memorial Hospital Campus. This project set the standards for the future downtown two-way street conversion projects.





# Colfax Ave. Streetscape

South Bend, Indiana

**PROJECT COST:** \$1.6 Million  
**CLIENT CONTACT:** Kara Boyles, Ph.D., P.E.  
City of South Bend, City Engineer  
**PROJECT MANAGER:** Bob Heiden

The City of South Bend has numerous cross streets within the downtown area that are of varying conditions. In recent years, the City has begun reconstructing some of the more dated, older street sections to improve their surface and drainage.

JPR was tasked with revitalizing two blocks of streetscape along Colfax Avenue at the intersection of Michigan Street, including the north block near the Morris Performing Arts Center. The section of Michigan Street, north of the intersection and directly in front of the Morris entrance, was transformed into a curbsless and pedestrian oriented, one-way vehicular corridor with decorative bollards lining each side – while the two blocks of Colfax received a variety of additional upgrades. These upgrades consisted of new pedestrian sidewalks including lighting, street trees and amenities, repaving of

the existing asphalt street, as well as removal and closure of abandoned coal vaults beneath. Necessary updates to the existing storm sewer and municipal water utilities were also made.

A decorative pavement pattern was incorporated into the design that accents the architecture of the buildings, and a permanent network of infrastructure improvements provide appropriate utilities for City events.

These improvements have enhanced the area around the Morris serving as a distinct City destination during both event and non-event times. It has also reinforced a continued effort to make Downtown South Bend a unique destination for the City’s residents and out-of-town visitors.







## Auburn Streetscape

Auburn, Indiana

**PROJECT COST:**  
**CLIENT CONTACT:**  
**PROJECT MANAGER:**

**\$1 Million**  
**City of Auburn - 260.925.6455**  
**Andrew Cunningham, PLA, ASLA**

The proposed streetscape revitalization project for the City of Auburn is located in the heart of the downtown area. It includes 2-blocks of 6th Street from Cedar to Jackson Streets, and 2-blocks of Main Street from 7th to 5th Street. The focus of these improvements was to provide the community with pedestrian friendly streetscape environments, which in turn will increase public awareness and interest in adjoining businesses.

The proposed street corridor improvements included new sidewalk pavement utilizing a combination of concrete and colored pavers. The new pavement and pedestrian friendly design utilized the pavers to break up the space with patterns and banding along the sidewalk and crosswalk within the intersection of 6th and Main Street. New vintage style "pedestrian-scale" street lights will replace the existing "cobra-head" lights currently mounted on wooden utility poles. The new light poles

offer brackets for festival banners and electrical outlets for holiday decorations. Sign poles and sign frames are an ornamental design to fit the overall theme of the design. New benches, bike racks, and trash receptacles were installed.

Screened enclosures were included for several trash dumpsters located along 6th Street. Curbed planter islands for street trees and decorative plantings were installed. The street tree varieties were carefully selected and placed within the sidewalk-zone to allow for uninterrupted sightlines for motorists and visibility of store fronts.

JPR worked with the City of Auburn to create a streetscape design that was utilized to obtain a \$500,000 grant from the Indiana Community and Rural Affairs (OCRA) for streetscape projects.







**Jefferson Street Parking /  
River Race Dr.**  
Goshen, Indiana

**PROJECT COST:** \$1.5 Million  
**CLIENT CONTACT:** City of Goshen  
**PROJECT MANAGER:** Andrew Cunningham, PLA, ASLA

As part of the River Race development, JPR was hired by the City of Goshen to provide design and engineering for the critical adjacent supporting public infrastructure. These improvements include a permeable paver parking lot located along Jefferson Street to provide much needed parking for the City of Goshen and the adjacent development. Streetscape improvements were also made along 3rd Street and River Race Drive, widening the street for two way traffic and resolving ongoing

stormwater issues that the neighboring properties had been experiencing. JPR delivered a successful infrastructure improvement project through a series of multiple bid packages, extensively coordinating and aligning with the adjacent development's needs and schedule. The design team creatively delivered the critical functional infrastructure while also providing an aesthetic amenity to the community.







## Brown Street & Bristol Avenue Reconstruction

Town of Middlebury, Indiana

<b>PROJECT COST:</b>	<b>\$800,000</b>
<b>CLIENT CONTACT:</b>	<b>Mary Cripe, Town Manger Middlebury, Indiana</b>
<b>PROJECT MANAGER:</b>	<b>Mark Wilson, P.E.</b>
<b>PROJECT DATE:</b>	<b>Design began in 2019 Construction started in 2020</b>

The project, beginning with the need to upgrade the existing water main system, included the connection of a new water main loop by open cut construction at SR 13 (Main Street). The project included reconstruction of Brown Street and Bristol Avenue pavement, curbing, sidewalks, and ADA crosswalks with an increased parking area. The increased parking area included pervious block paving with subsurface drainage adjacent to the city park. Enhancements to the park area included grading, plantings, bike racks, and lighting contingencies. Community Crossing Matching Grant was awarded and funded through INDOT.

The design included coordination with INDOT for the open cut water main extension into Main Street, pavement removal and replacement, as well as phased maintenance of safe two-way traffic on SR 13 and additional town streets. In addition, close coordination with the Town Fire Department was required due to the station being located within the project limits. Permitting was achieved through IDEM for the water main extension, and utility coordination was performed, including the relocation of existing gas lines and utility poles.

During the work, the Town discovered that much of the existing water main – within and adjacent to the project limits – was in extremely poor condition. The Town’s discovery required an expansion of the project limits to upgrade the water main beyond the original scope and avoid the possibility of a large-scale water main failure. The Town, JPR, and the awarded contractor worked closely and quickly to revise the design for the necessary expanded scope to keep the project moving.

JPR performed design, permitting, construction administration and construction inspection – all involving significant change orders due to the expanded scope of work.





# EXPERIENCE WITH THE CITY OF GOSHEN

## A PARTNERSHIP THAT DELIVERS CREATIVE, IMPLEMENTABLE SOLUTIONS

Jones Petrie Rafinski's (JPR) partnership with the City of Goshen did not just begin with this project. We have been combining our strengths for over a decade – to provide superior design solutions to help improve many areas throughout the City. Our design team has an extensive background working with City staff and stakeholders and are very familiar with the City codes and ordinances. Our team considers all aspects of the design and even at a comprehensive-level view, our design team decisively conducts a thorough review of every project detail.

**We have a team of dedicated professionals ready to work for you. With our highly experienced team we are remarkably qualified to preform the services needed for your project. It is with great pride that we help many clients, such as yourselves, complete their project(s) on time and within budget.**



Below is a list of projects that JPR has been involved with for the City of Goshen

### RIVER DISTRICT REVITALIZATION PLAN

JPR had the privilege of working with the City of Goshen and its various community organizations and stakeholders to develop a Master Plan layout for the Goshen River District. Situated along the Elkhart River, the River District examined existing property uses, existing ownership, and development potential to create a River District Plan and Report.

### 3RD STREET DESIGN & STREETScape

A narrow, one-way, two-lane route with curbside parking, downtown Goshen's 3rd Street was hindered due to traffic congestion. However, JPR was able to convert it to a two-way, four-lane boulevard – with a fifth lane used for designated left turns at key intersections. This created a smooth curve connection between key intersections of high-volume traffic routes, allowing for relief from traffic congestion in the downtown area.

### GOSHEN MAIN STREET ARCHES

The City reached out to JPR to help to develop an entryway that would frame the historic downtown and signal to visitors they are about to enter a special destination.

### GOSHEN CENTRAL GARAGE

The City of Goshen hired JPR to conduct a detailed programming schematic design study of a proposed reuse of an existing 20,000 SF building. The City vehicle maintenance facility had completely outgrown their space in the former City Water Works building.

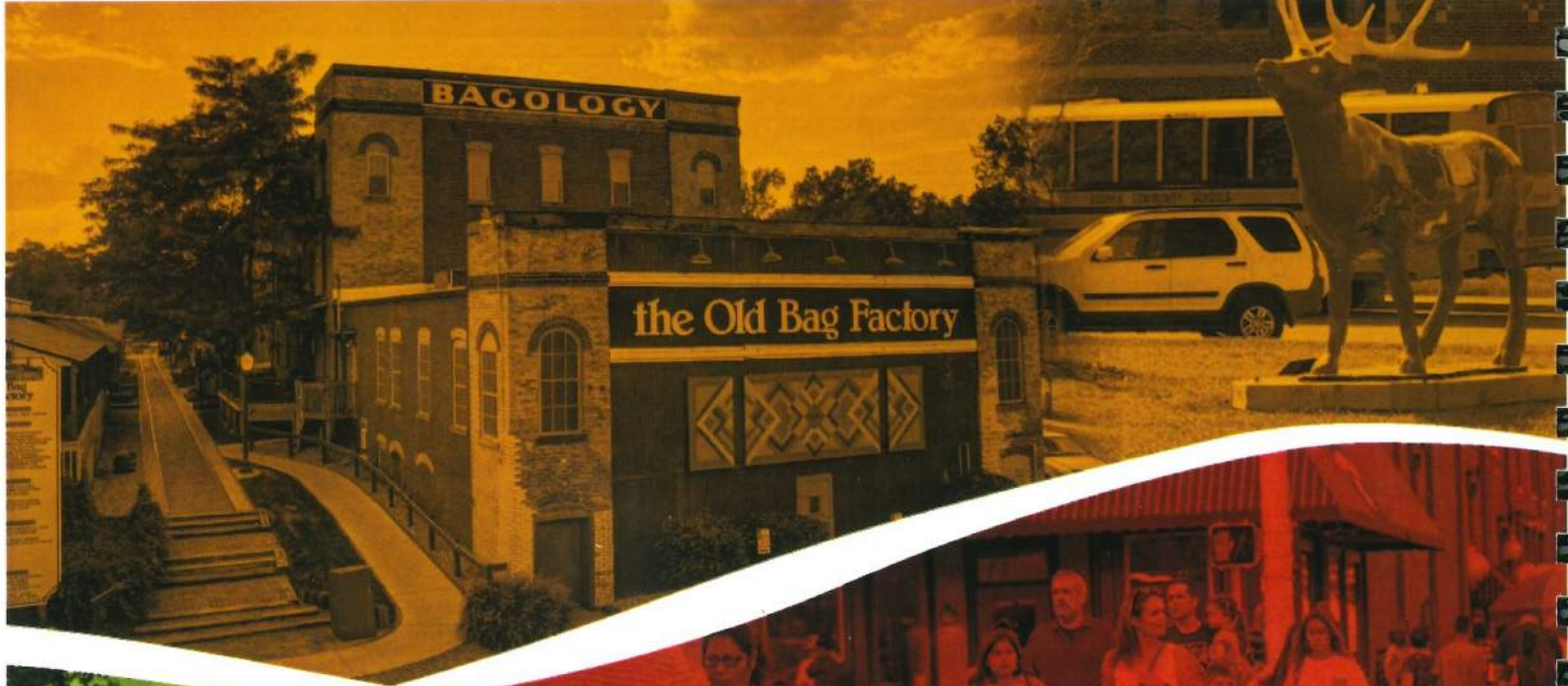
### GOSHEN VILLAGE SHOPPES

This multi-building center provides tenant spaces for national food service providers, retailers and service businesses. JPR took on the challenges including working through development approvals with Meijer Stores, Inc., the City of Goshen, INDOT, and Trunkline Gas Company.

### ELKHART COUNTY COURTHOUSE

JPR served as the project lead for the Civil and Site Design. Working with the County, along with multiple stakeholders including the City of Goshen, the JPR team executed a rigorous analysis and visioning process to develop a master plan for the courthouse campus. This master plan built consensus and provided a clear plan for future growth.





**PUT YOUR IDEAS INTO ACTION...  
CONTACT JPR TODAY**

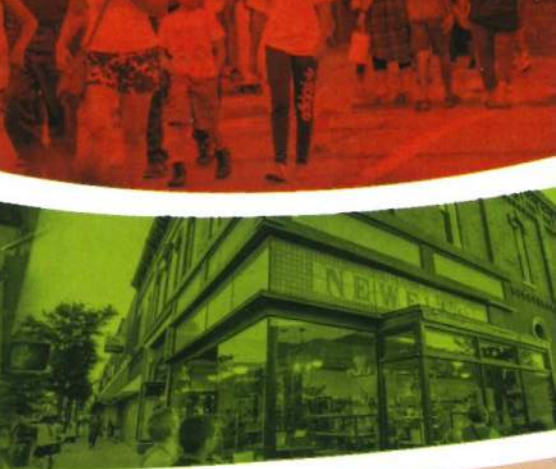
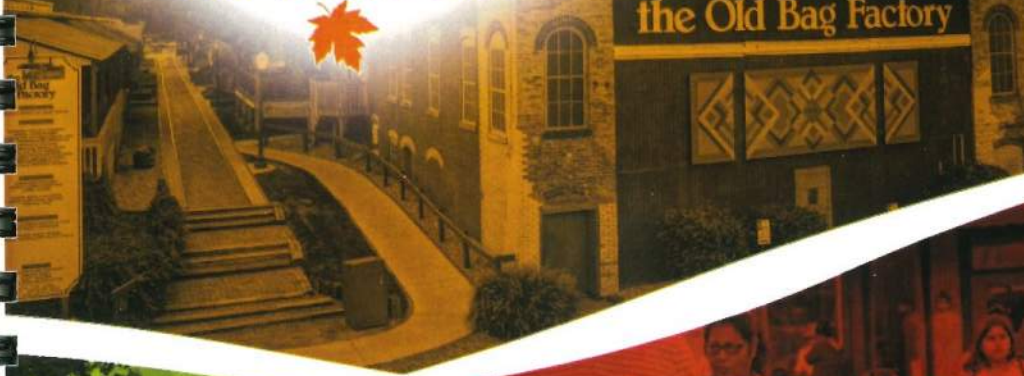
325 S. Lafayette Blvd.  
South Bend, IN 46601  
P: 574.232.4388

222 Pearl Street  
Fort Wayne, IN 46802  
P: 260.422.2522

[www.jpr1source.com](http://www.jpr1source.com)



**Goshen**  
THE MAPLE CITY



# TENTH STREET RECONSTRUCTION

FROM PLYMOUTH AVENUE TO REYNOLDS STREET

FOR  
THE CITY OF GOSHEN, INDIANA

**COMPENSATION PACKAGE | November 18, 2022**

## PROPOSAL CONTACT

Andrew Cunningham  
Vice President  
acunningham@jpr1source.com  
574-232-4388

325 S. Lafayette, South Bend, IN 46601  
[www.jpr1source.com](http://www.jpr1source.com)



JONES  
PETRIE  
RAFINSKI



# ESTIMATED COMPENSATION

## PROPOSED DESIGN AND ENGINEERING FEE

In an effort to be transparent we've outlined the design and engineering costs to provide you with a complete view of what we believe a successful project will take.

**Design and Engineering Costs ..... \$194,068**

<i>Pre-Design</i>	<i>Incl in Design Cost</i>
- Survey	
- Geotech	
- Coordination	
- Conceptual Design	
<i>Schematic Design</i>	<i>Incl in Design Cost</i>
<i>Design Development</i>	<i>Incl in Design Cost</i>
<i>Construction Documents</i>	<i>Incl in Design Cost</i>
<i>Bidding / Pre-construction Services</i>	<i>Incl in Design Cost</i>
<i>Permitting</i>	<i>Incl in Design Cost</i>
<i>Construction Administration</i>	<i>Incl in Design Cost</i>

### PROPOSED REIMBURSABLE EXPENSES

JPR anticipates reimbursable expenses not-to-exceed \$1,800. The reimbursables may include, but are not limited to the following: permit fees, printing of draft copies of the plan to be distributed to the members of the City for review and comment, printing of large scale plans, and other related documents and plans.

**RESOLUTION 65-2022**

**Approval of INDOT/LPA Agreement for the Blackport Drive Reconstruction**

WHEREAS the Commission previously approved the LPA/Consultant agreement with BLN for the Blackport Drive Reconstruction.

WHEREAS this agreement also includes the previously approved agreement. The amount in the contract is \$480,000 which is 80% of the original cost approved for PE and the amount currently included in MACOG TIP. The language in the contract states that any amendment to the amount included in TIP is considered an amendment to the contract amount and has to be approved by MACOG's Policy Board.

NOW, THEREFORE, BE IT RESOLVED that the Goshen Redevelopment Commission Approves the terms and conditions of the LPA-Consulting Contract which is attached to and made a part of this resolution.

BE IT FURTHER RESOLVED THA THE Goshen Redevelopment Commission is authorized to execute the LPA-Consulting Contract on behalf of the City of Goshen.

PASSED and ADOPTED on December 13, 2022

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Brian Garber, President

---

Andrea Johnson, Secretary





**Engineering Department  
CITY OF GOSHEN**

204 East Jefferson Street, Suite I • 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: Engineering

RE: **BLACKPORT DRIVE RECONSTRUCTION – DES# 2100020  
INDOT/LPA AGREEMENT  
PN: 2022-0016**

DATE: December 13, 2022

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The Commission previously approved the LPA/Consultant agreement with BLN for the Blackport Drive Reconstruction for a maximum payable amount that shall not exceed \$936,200. The City of Goshen is responsible for 20% of the contract amount, or \$187,240. The current estimated construction cost for the project is \$4,901,000 and the current estimate for right-of-way acquisition is \$1,300,000. While the \$936,200 design fee is a higher percentage of the construction estimate than what is typical, the higher fee is standard for projects with significant design complexities similar to what is expected with the proposed Blackport project.

At this time, we are requesting Redevelopment Commission's approval and execution of the INDOT/LPA Agreement for the Blackport Drive Reconstruction. The amount shown in the contract is \$480,000, which is the 80% of the original \$600,000 approved for PE and the amount currently included in MACOG's TIP. However, language in the contract states that any amendment to the amount included in the TIP is considered an amendment to the contract amount. MACOG already has an amendment for the full amount (80% of \$936,200, or \$748,960) that is on the agenda for the December meeting of the Policy Board. While waiting for an updated contract is an option, it is not necessary and will likely delay progress on the project several months until MACOG's TIP and the contract can be processed and updated.

Attached with this memo is an email correspondence between staff, MACOG, and INDOT confirming the above.

Thank you for your consideration of this request.

**From:** [Allyson Ragan](#)  
**To:** [Armstrong, David](#)  
**Cc:** [Corwin, Josh](#)  
**Subject:** Re: FW: Blackport Rd INDOT-LPA PE Contract DES 2100020  
**Date:** Monday, November 28, 2022 7:46:15 AM

---

David, thank you for the explanation.

Josh, I think we are all on the same page about the total contract amount. Per David's comments, this number simply reflects the number in the TIP at the time. You may proceed with signatures.

Allyson

On Wed, Nov 23, 2022 at 8:16 AM Armstrong, David <[DARMSTRONG@indot.in.gov](mailto:DARMSTRONG@indot.in.gov)> wrote:

Allyson,

The Contract is fine as it is. For funding it includes a note that the funding is per the TIP. If you want to change the number now, this could delay the contract, and NOA multiple weeks.

**David Armstrong**  
*Local Program Director*

5333 Hatfield Road

Fort Wayne, IN 46808

**Office:** (260) 969-8277

**Email:** [darmstrong@indot.in.gov](mailto:darmstrong@indot.in.gov)

---

**From:** Allyson Ragan <[aragan@macog.com](mailto:aragan@macog.com)>  
**Sent:** Tuesday, November 22, 2022 3:50 PM  
**To:** Corwin, Josh <[joshcorwin@goshencity.com](mailto:joshcorwin@goshencity.com)>; Armstrong, David <[DARMSTRONG@indot.IN.gov](mailto:DARMSTRONG@indot.IN.gov)>  
**Subject:** Re: FW: Blackport Rd INDOT-LPA PE Contract DES 2100020

\*\*\*\* This is an EXTERNAL email. Exercise caution. DO NOT open attachments or click links from unknown senders or unexpected email. \*\*\*\*

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David,

Josh shared the INDOT-LPA agreement for Blackport with me. As mentioned in my previous email, I have processed a TIP modification to increase Blackport PE funding to reflect the full contract amount. Please see attached.

This will be sent to INDOT after our December Policy Board meeting, but I can send sooner if needed, as modifications do not require approval from our Policy Board.

Can you please update the INDOT-LPA agreement to reflect these new numbers?

Thanks,

Allyson

On Tue, Nov 22, 2022 at 3:38 PM Corwin, Josh <[joshcorwin@goshencity.com](mailto:joshcorwin@goshencity.com)> wrote:

---

**From:** Armstrong, David <[DARMSTRONG@indot.IN.gov](mailto:DARMSTRONG@indot.IN.gov)>  
**Sent:** Monday, November 21, 2022 2:39 PM  
**To:** Corwin, Josh <[joshcorwin@goshencity.com](mailto:joshcorwin@goshencity.com)>  
**Subject:** Blackport Rd INDOT-LPA PE Contract DES 2100020

Josh,

Attached is a copy of the INDOT LPA PE Contract for your project(s). **This is only a copy and should not be signed, but may be used for any public meeting and votes.** Review the project scope, location, and Grantee address listed carefully. If you have any questions, concerns, or corrections with the contract, please contact your District Program Director. **If you will be holding a meeting to vote on this contract prior to signing it, please let me know when that will be.**



This contract will be sent to your legal signer(s) via DocuSign for their signature. As the ERC you should notify the legal signer(s) this contract will be routed to them via DocuSign for their signature.

Once the legal signer has viewed the contract, they will be prompted to click **'SEND SMS'** and an Authorization Code will be texted to their cell number. The Authorization Code texted is only valid for 48-hours from receipt. If a legal signer does not sign within a 48-hour period, a *new* Authorization Code will be required.

- A **New Authorization Code** can be generated by the legal signer simply opening the original e-mail and clicking the **'SEND SMS'** link *again*, and a new Authorization Code will be texted to their cell number.
- Link for **DocuSign Instructions for ERC & Legal Signer:**  
<https://www.in.gov/indot/doing-business-with-indot/local-public-agency-programs/>
- Signatories can also generate an adobe pdf copy of their partially executed contract.

**Important:** For the contract to be a fully executed, legally binding contract, the contract will still require approvals from The Indiana Department of Administration (IDOA) and State Budget Agency (SBA). Furthermore, if the contract is an Amendment, it will also require the signature of The Office of the Attorney General (AG). These signatures will appear on the fully executed, legally binding contract as pictured here.

Once the contract is fully executed by INDOT, the District Program Director will e-mail a pdf file of the fully executed, legally binding contract to the locals ERC for their records.

Please do not hesitate to contact me if you have any questions or concerns

**David Armstrong**  
*Local Program Director*

5333 Hatfield Road

Fort Wayne, IN 46808

**Office:** (260) 969-8277

**Email:** [darmstrong@indot.in.gov](mailto:darmstrong@indot.in.gov)

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**Allyson Ragan, MPA**

*Short-Range Transportation Planner*

**Michiana Area Council of Governments**

227 W. Jefferson Boulevard

11th Floor County-City Building

South Bend, IN 46601

[www.macog.com](http://www.macog.com)

P: 574.287.1829 ext. 507

F: 574.239.4072

[aragan@macog.com](mailto:aragan@macog.com)

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**Allyson Ragan, MPA**

*Short-Range Transportation Planner*

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**INDIANA DEPARTMENT OF TRANSPORTATION - LOCAL PUBLIC AGENCY**

**PROJECT COORDINATION CONTRACT**

**CONTRACT #0000000000000000000068924**

**Des. No.: 2100020**

**LPA DUNS/UEI #SN1FLHNTQJZ3**

**CFDA No.: 20.205**

This Contract is entered into by and between the State of Indiana, acting by and through the Indiana Department of Transportation, (hereinafter referred to as "INDOT"), and the CITY OF GOSHEN, a local public agency in the State of Indiana (hereinafter referred to as the "LPA"), and collectively referred to as the "PARTIES" is executed pursuant to the terms and conditions set forth herein and shall be effective as of the date of approval by the Office of the Indiana Attorney General. In consideration of those mutual undertakings and covenants, the PARTIES agree as follows:

**NOTICE TO PARTIES**

Whenever any notice, statement or other communication is required under this Contract, it shall be sent to the following address, unless otherwise specifically advised.

- A. Notice to INDOT, regarding contract provisions shall be sent to:

Office of LPA and Grant Administration  
Attention: Director of LPA and Grant Administration  
100 North Senate Avenue, Room N758-LPA  
Indianapolis, Indiana 46204

With a copy to:

Chief Legal Counsel and Deputy Commissioner  
Indiana Department of Transportation  
100 North Senate Avenue, Room N758-Legal  
Indianapolis, Indiana 46204

- B. Notices to INDOT regarding project management shall be sent to respective District Office:

INDOT Fort Wayne District  
5333 Hatfield Road  
Fort Wayne, Indiana 46808

- C. Notices to the LPA shall be sent to:

City of Goshen  
202 South Fifth Street  
Suite 1  
Goshen, IN 46528





submittal in accordance with INDOT's modifications or comments, if any. If the LPA fails to provide a submittal, untimely provides the submittal, or the submittal is not approvable, the schedule, cost, and federal funds for the Project may be jeopardized.

- 2.5. The LPA shall complete all right-of-way acquisition, utility coordination and acquire the necessary permit(s) and submit documentation of such to INDOT. The utility coordination shall be in accordance with 105 IAC 13.
- 2.6. If the LPA fails to meet any of the requirements of Sections 2.1, 2.2, 2.4, or 2.5 above, INDOT will not let the construction Project. If INDOT, and FHWA where necessary, approve LPA's submittals, INDOT shall schedule the Project for letting at the next reasonable date.
- 2.7. The cost of the invoice of the construction, utility, and/or railroad work shall be paid by the LPA no later than thirty (30) calendar days from the date of letting.
- 2.8. The LPA shall make timely payments of costs to INDOT to avoid delays and increased costs to the Project. If the LPA fails to make timely payments of the full amount invoiced by INDOT, within sixty (60) calendar days past the due date, INDOT shall be authorized to cancel all contracts relating to this Contract, including the contracts listed in II.A.1 of **Attachment A**, which is attached hereto and incorporated herein by referenced, and/or proceed in accordance with I.C. 8-14-1-9 to compel the Auditor of the State of Indiana to make a mandatory transfer of funds from the LPA's allocation of the Motor Vehicle Highway Account to INDOT's account.
- 2.9. The LPA shall be responsible for all costs associated with additional provisions and/or expenses in excess of the federal funds allocated to the Project. The LPA, in conjunction with FHWA (if applicable) and INDOT shall review and approve all change orders submitted by the field Project Engineer/Supervisor, and such approvals shall not be unreasonably withheld.
- 2.10. The LPA shall provide competent and adequate engineering, testing, and inspection service to ensure the performance of the work is in accordance with the construction contract, plans and specifications and any special provisions or approved change orders. If, in INDOT's opinion, the services enumerated in this Section are deemed to be incompetent, inadequate or are otherwise insufficient, or if a dispute arises, INDOT shall, in its sole discretion, have the right to supplement the services or replace the engineers or inspectors providing these services at the sole expense of the LPA.
  - 2.10.1. If project inspection will be provided by full-time LPA employees, the personnel must be employees of the LPA. Temporary employment or retainage-based payments are not permissible. INDOT must pre-approve, in writing, the LPA's personnel. Only costs incurred after INDOT's written notice to proceed to the LPA shall be eligible for federal-aid participation. All claims for federal aid shall be submitted to the District office, referenced on Page 1 of the Contract for payment.
  - 2.10.2. If project inspection will be provided by the LPA's consultant, INDOT must approve, in writing, the consultant personnel prior to their assignment to the Project. The LPA shall execute a contract with a consultant setting forth the scope of work and fees. The LPA shall submit this contract to INDOT prior to INDOT's Ready for Contracts date for the Project. Only costs incurred after INDOT's written notice to proceed to the LPA and the LPA's written notice to proceed to the consultant shall be eligible for federal aid participation. All claims for federal aid shall be submitted to the District office, referenced on page 1 of this Contract for payment.
- 2.11. The LPA shall submit reports, including but not limited to quarterly reports, to INDOT regarding the Project's progress and the performance of work per INDOT standard reporting methods. If the required reports are not submitted, federal funds may be withheld.

- 2.12.** The LPA hereby agrees that all utilities which cross or otherwise occupy the right-of-way of said Project shall be regulated on a continuing basis by the LPA in accordance with INDOT's Utility Procedure and Accommodation Policy (See <http://www.in.gov/indot/2389.htm>). The LPA shall execute written use and occupancy contracts as defined in this Policy.
- 2.13.** If FHWA or INDOT invokes sanctions per Section 6.6.2. of this Contract, or otherwise denies or withholds federal funds (hereinafter called a citation or cited funds) for any reason and for all or any part of the Project, the LPA agrees as follows:
- 2.13.1.** In the event of a correctable noncompliance, the LPA shall make the corrections to the satisfaction of FHWA and INDOT in a reasonable amount of time. In the event the LPA fails to make the required corrections, Sections 2.14.2 and 2.14.3 (as applicable) shall apply.
- 2.13.2.** In the event a citation for noncompliance: (1) is unable to be corrected, (2) the LPA fails to make corrections, (3) the LPA makes corrections which are not acceptable to FHWA and INDOT, or (4) for whatever reason the FHWA citation continues in force beyond a reasonable amount of time, Section 2.14.2 shall apply and adjustments shall be made as follows:
- A. The LPA shall reimburse INDOT the total amount of all right-of-way costs that are subject to FHWA citation which have been paid by INDOT to the LPA.
  - B. If no right-of-way costs have been paid by INDOT to the LPA or on the LPA's behalf, INDOT shall not pay any claim or billing for right-of-way that is subject to the FHWA citation.
  - C. The LPA is not entitled to bill INDOT or to be reimbursed for any of its right-of-way liabilities or costs that are subject to any FHWA citation in force.
- 2.13.3.** If FHWA issues a citation denying or withholding all or any part of construction costs due to LPA's noncompliance with right-of-way requirements, and construction work has commenced, the following shall apply:
- A. INDOT may elect to terminate, suspend, or continue construction work in accordance with the provisions of the construction contract.
  - B. INDOT may elect to pay its obligations under the provisions of the construction contract.
  - C. If the noncompliance can be corrected, the LPA shall make the corrections in a reasonable amount of time to the satisfaction of FHWA and INDOT.
  - D. In the event a citation for noncompliance: (1) is unable to be corrected, (2) the LPA fails to make corrections, (3) the LPA makes corrections which are not acceptable to FHWA and INDOT, or (4) for whatever reason the FHWA citation continues in force beyond a reasonable amount of time, and construction work has been terminated or suspended, the LPA shall reimburse INDOT the full amount the LPA paid for said construction work, less the amount of federal funds allowed by FHWA.
- 2.13.4.** The LPA shall reimburse INDOT the total cost of the Project, not eligible for federal participation.
- 2.13.5.** If for any reason INDOT is required to repay to FHWA the sum(s) of federal funds paid to the LPA or any other entity through INDOT under the terms of this Contract, then the LPA shall repay to INDOT such sum(s) within forty-five (45) days after receipt of an invoice



from INDOT. Payment for any and all costs incurred by the LPA which are not eligible for federal funding shall be the sole obligation of the LPA.

### **III. INDOT RESPONSIBILITIES.**

- 3.1. INDOT shall have full authority and access to inspect and review all plans, specifications, and special provisions for the Project, regardless of when those plans, specifications, special provisions, or other such Project documents were created.
- 3.2. After the LPA has submitted and INDOT has accepted all pre-letting documents, INDOT will prepare the Engineer's Estimate for construction of the Project.
- 3.3. If the LPA owes INDOT money which is more than sixty (60) days past due, INDOT will not open the construction bids for the Project.
- 3.4. Not later than sixty (60) calendar days after receipt by INDOT of a certified copy of a resolution from the LPA's fiscal body authorizing the LPA to make payment to INDOT according to the terms of **Attachment A**, and fulfillment of all other pre-letting obligations of this Contract, INDOT shall, in accordance with applicable laws and rules, including I.C. 8-23-9, I.C. 8-23-10, and 105 I.A.C. 11, conduct a scheduled letting.
- 3.5. Subject to the LPA's written approval, INDOT shall award the construction contract for the Project according to applicable laws and rules.
- 3.6. Not later than seven (7) calendar days after INDOT awards the construction contract described above, INDOT shall invoice the LPA for the LPA's share of the construction cost.
- 3.7. If INDOT has received the LPA's share of the Project construction cost and if the lowest qualified bidder has not otherwise been disqualified, INDOT shall issue notice to proceed for the Project to the contractor within fourteen (14) calendar days of its receipt of the LPA's share of the construction cost.
- 3.8. INDOT shall have the right and opportunity to inspect any construction under this Contract to determine whether the construction is in conformance with the plans and specifications for the Project.
- 3.9. In the event the engineering, testing, and inspection services provided by the LPA, in the opinion of INDOT, are deemed to be incompetent or inadequate or are otherwise insufficient or a dispute arises, INDOT shall, in its sole discretion, have the right to supplement the engineering, testing, and inspection force or to replace engineers or inspectors employed in such work at the expense of the LPA. INDOT's engineers shall control the work the same as on other federal aid construction contracts.
- 3.10. After the final Project audit is approved by INDOT, the LPA shall, within forty-five (45) days after receipt of INDOT's invoice, make final payment to INDOT pursuant to **Attachment A** or INDOT shall, within forty-five (45) days after approval of the audit, refund any Project overpayment to the LPA.

### **IV. PROJECT FUNDS.**

- 4.1. INDOT will not share in the cost of the Project. INDOT will disburse funds from time to time; however, INDOT will be reimbursed by the Federal Highway Administration (FHWA) or the LPA. Payment will be made for the services performed under this Contract in accordance with **Attachment A** (Project Funds).

## V. TERM AND SCHEDULE.

- 5.1. If the LPA has the plans, special provisions, and cost estimate (list of pay items, quantities, and unit prices) for the Project ready such that federal funds can be obligated (INDOT obligates the funds about 7 weeks before the date bids are opened for the construction contract), between **July 1, 2025 and June 30, 2026**, INDOT will make the federal funds shown in Section I.B. and/or Section I.C. of **Attachment A** available for the Project, provided the Project is eligible, and provided the federal funds shown in Section I.B. of **Attachment A** are available.
- 5.2. In the event that federal funds for the Project are not obligated during the time listed in Section 5.1, but the LPA has the plans, special provisions, and cost estimate for the Project ready such that federal funds can be obligated between **July 1, 2026 and June 30, 2028**, INDOT will schedule the contract for letting, provided the Project is eligible, and provided the federal funds shown in Section I.B. and/or Section I.C. of **Attachment A** are available.
- 5.3. In the event that federal funds for the Project are not obligated during the period listed in Section 5.1 or Section 5.2, the federal funds allocated to the Project may be obligated in the fiscal year chosen by INDOT or the federal funds allocated to the Project will lapse. If the LPA provides notice to INDOT that any purchase order can be closed for any phase of the Project, then the federal funds that had been obligated and/or allocated to the Project shall be forfeited by the LPA as of the date of the notice. If a purchase order for any phase goes inactive after nine months, the federal funds shall be forfeited by the LPA.
- 5.4. If the Program is Group I or Group II, Sections 5.1, 5.2 and 5.3 do not apply, but will be obligated according to the fiscal year programmed in the most current MPO TIP, provided the MPO funding is within their fiscal year allocation.

## VI. GENERAL PROVISIONS

- 6.1. **Access to Records.** The LPA shall maintain all books, documents, papers, correspondence, accounting records and other evidence pertaining to the cost incurred under this Contract, and shall make such materials available at their respective offices at all reasonable times during the period of this Contract and for five (5) years from the date of final payment under the terms of this Contract, for inspection or audit by INDOT and/or the Federal Highway Administration ("FHWA") or its authorized representative, and copies thereof shall be furnished free of charge, if requested by INDOT, and/or FHWA. The LPA agrees that, upon request by any agency participating in federally-assisted programs with whom the LPA has contracted or seeks to contract, the LPA may release or make available to the agency any working papers from an audit performed by INDOT and/or FHWA of the LPA in connection with this Contract, including any books, documents, papers, accounting records and other documentation which support or form the basis for the audit conclusions and judgments.
- 6.2. **Assignment of Antitrust Claims.** As part of the consideration for the award of this Contract, the LPA assigns to the State all right, title and interest in and to any claims the LPA now has, or may acquire, under state or federal antitrust laws relating to the products or services which are the subject of this Contract.
- 6.3. **Audits.** The LPA acknowledges that it may be required to submit to an audit of funds paid through this Contract. Any such audit shall be conducted in accordance with IC §5-11-1, *et seq.*, and audit guidelines specified by the State. The State considers the LPA to be a "sub-recipient" for purposes of this Contract. However, if required by applicable provisions of the Office of Management and Budget Circular A-133 (Audits of States, Local Governments, and Non-Profit Organizations), following the expiration of this Contract the LPA shall arrange for a financial and compliance audit of funds provided by the State pursuant to this Contract. Such audit is to be conducted by an independent public or certified public accountant (or as applicable, the Indiana State Board of Accounts), and performed in accordance with Indiana State Board of Accounts publication entitled

"Uniform Compliance Guidelines for Examination of Entities Receiving Financial Assistance from Governmental Sources," and applicable provisions of the Office of Management and Budget Circulars A-133 (Audits of States, Local Governments, and Non-Profit Organizations). The LPA is responsible for ensuring that the audit and any management letters are completed and forwarded to the State in accordance with the terms of this Contract.

For audits conducted pursuant to Indiana Code 5-11-1, and audited by the Indiana State Board of Accounts on the time schedule set forth by the Indiana State Board of Accounts, the LPA shall provide to the Indiana State Board of Accounts, all requested documentation necessary to audit the Local Public Agency in its entirety.

If the audit is conducted by an independent public or certified public account and not the Indiana State Board of Accounts, the LPA shall submit the completed audit to the Indiana State Board of Accounts within 10 (ten) days of the completion of the audit.

The audit shall be an audit of the actual entity, or distinct portion thereof that is the LPA, and not of a parent, member, or subsidiary corporation of the LPA, except to the extent such an expanded audit may be determined by the Indiana State Board of Accounts or the State to be in the best interests of the State.

**6.4. Authority to Bind LPA.** The signatory for the LPA represents that he/she has been duly authorized to execute this Contract on behalf of the LPA, and has obtained all necessary or applicable approvals to make this Contract fully binding upon the LPA when his/her signature is affixed and accepted by the State.

**6.5. Certification for Federal-Aid Contracts Lobbying Activities.** The LPA certifies, by signing and submitting this Contract, to the best of its knowledge and belief that the LPA has complied with Section 1352, Title 31, U.S. Code, and specifically, that:

**A.** No Federal appropriated funds have been paid or will be paid, by or on behalf of the LPA, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal agreement, the making of any Federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal agreement, grant, loan, or cooperative agreement.

**B.** If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal agreement, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, (Disclosure Form to Report Lobbying), in accordance with its instructions.

**C.** The LPA also agrees by signing this Contract that it shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000, and that all such sub recipients shall certify and disclose accordingly. Any person who fails to sign or file this required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.

**6.6. Compliance with Laws.**

**6.6.1.** The LPA shall comply with all applicable federal, state and local laws, rules, regulations and ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference. The enactment or modification of any applicable state or federal statute or the promulgation of rules or regulations there under, after execution of this



Contract shall be reviewed by INDOT and the LPA to determine whether the provisions of this Contract require formal modification.

- 6.6.2. The LPA acknowledges that federal requirements provide for the possible loss of federal funding to one degree or another when the requirements of Public Law 91-646 and other applicable federal and state laws, rules and regulations are not complied with.
- 6.6.3. The LPA acknowledges paragraph 7 of the Federal Highway Program Manual, Volume 7, Chapter 1, Section 3, entitled "Withholding Federal Participation" which is herewith quoted in part as follows: "Where correctable noncompliance with provisions of law or FHWA requirements exist, federal funds may be withheld until compliance is obtained. Where compliance is not correctable, the FHWA may deny participation in parcel or project costs in part or in total."
- 6.6.4. The LPA and its agents shall abide by all ethical requirements that apply to persons who have a business relationship with the State as set forth in IC §4-2-6, *et seq.*, IC §4-2-7, *et seq.* and the regulations promulgated thereunder. **If the LPA has knowledge, or would have acquired knowledge with reasonable inquiry, that a state officer, employee, or special state appointee, as those terms are defined in IC 4-2-6-1, has a financial interest in the Contract, the LPA shall ensure compliance with the disclosure requirements in IC 4-2-6-10.5 prior to the execution of this Contract.** If the LPA is not familiar with these ethical requirements, the LPA should refer any questions to the Indiana State Ethics Commission, or visit the Inspector General's website at <http://www.in.gov/ig/>. If the LPA or its agents violate any applicable ethical standards, the State may, in its sole discretion, terminate this Contract immediately upon notice to the LPA. In addition, the LPA may be subject to penalties under IC §§4-2-6, 4-2-7, 35-44.1-1-4, and under any other applicable laws.
- 6.6.5. The LPA warrants that the LPA and its contractors shall obtain and maintain all required permits, licenses, registrations, and approvals, and shall comply with all health, safety, and environmental statutes, rules, or regulations in the performance of work activities under this Contract. Failure to do so may be deemed a material breach of this Contract and grounds for immediate termination and denial of further work with the State.
- 6.6.6. As required by IC §5-22-3-7:
- (1) The LPA and any principals of the LPA certify that:
    - (A) the LPA, except for de minimis and nonsystematic violations, has not violated the terms of:
      - i. IC §24-4.7 [Telephone Solicitation Of Consumers];
      - ii. IC §24-5-12 [Telephone Solicitations]; or
      - iii. IC §24-5-14 [Regulation of Automatic Dialing Machines];in the previous three hundred sixty-five (365) days, even if IC §24-4.7 is preempted by federal law; and
    - (B) the LPA will not violate the terms of IC §24-4.7 for the duration of the Contract, even if IC §24-4.7 is preempted by federal law.
  - (2) The LPA and any officials of the LPA certify that an affiliate or official of the LPA and any agent acting on behalf of the LPA or on behalf of an affiliate or official of the LPA except for de minimis and nonsystematic violations,
    - (A) has not violated the terms of IC §24-4.7 in the previous three hundred sixty-five (365) days, even if IC §24-4.7 is preempted by federal law; and

(B) will not violate the terms of IC §24-4.7 for the duration of the Contract, even if IC §24-4.7 is preempted by federal law.

**6.7. Debarment and Suspension.**

1. The LPA certifies by entering into this Contract that neither it nor its principals nor any of its contractors are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this Contract by any federal agency or by any department, agency or political subdivision of the State of Indiana. The term "principal" for purposes of this Contract means an officer, director, owner, partner, key employee or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the LPA.
2. The LPA certifies that it will verify the state and federal suspension and debarment status for all contractors receiving funds under this Contract and shall be solely responsible for any recoupment, penalties or costs that might arise from use of a suspended or debarred contractor. The LPA shall immediately notify INDOT if any contractor becomes debarred or suspended, and shall, at INDOT's request, take all steps required by INDOT to terminate its contractual relationship with the contractor for work to be performed under this Contract.

**6.8. Disadvantaged Business Enterprise Program.** Notice is hereby given to the LPA or a LPA Contractor that failure to carry out the requirements set forth in 49 CFR Sec. 26.13(b) shall constitute a breach of this Contract and, after notification, may result in termination of this Contract or such remedy as INDOT deems appropriate.

The referenced section requires the following policy and disadvantaged business enterprise ("DBE") assurance to be included in all subsequent contracts between the LPA and any contractors, vendors or suppliers:

The LPA shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The LPA shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the LPA to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy, as INDOT, as the recipient, deems appropriate.

As part of the LPA's equal opportunity affirmative action program, it is required that the LPA shall take positive affirmative actions and put forth good faith efforts to solicit proposals or bids from and to utilize disadvantaged business enterprise contractors, vendors or suppliers.

**6.9. Disputes.**

- 6.9.1. Should any disputes arise with respect to this Contract, the LPA and INDOT agree to act immediately to resolve such disputes. Time is of the essence in the resolution of disputes.
- 6.9.2. The LPA agrees that, the existence of a dispute notwithstanding, it shall continue without delay to carry out all of its responsibilities under this Contract that are not affected by the dispute. Should the LPA fail to continue to perform its responsibilities regarding all non-disputed work, without delay, any additional costs incurred by INDOT or the LPA as a result of such failure to proceed shall be borne by the LPA.
- 6.9.3. If a party to the contract is not satisfied with the progress toward resolving a dispute, the party must notify in writing the other party of this dissatisfaction. Upon written notice, the PARTIES have ten (10) working days, unless the PARTIES mutually agree to extend this period, following the notification to resolve the dispute. If the dispute is not resolved

within ten (10) working days, a dissatisfied party will submit the dispute in writing according to the following procedure:

- 6.9.4.** The PARTIES agree to resolve such matters through submission of this dispute to the Commissioner of INDOT. The Commissioner shall reduce a decision to writing and mail or otherwise furnish a copy thereof to the LPA within ten (10) working days after presentation of such dispute for action. The presentation may include a period of negotiations, clarifications, and mediation sessions and will not terminate until the Commissioner or one of the PARTIES concludes that the presentation period is over. The Commissioner's decision shall be final and conclusive unless either party mails or otherwise furnishes to the Commissioner, within ten (10) working days after receipt of the Commissioner's decision, a written appeal. Within ten (10) working days of receipt by the Commissioner of a written request for appeal, the decision may be reconsidered. If a party is not satisfied with the Commissioner's ultimate decision, the dissatisfied party may submit the dispute to an Indiana court of competent jurisdiction.
- 6.9.5.** INDOT may withhold payments on disputed items pending resolution of the dispute. The unintentional nonpayment by INDOT to the LPA of one or more invoices not in dispute in accordance with the terms of this Contract will not be cause for LPA to terminate this Contract, and the LPA may bring suit to collect these amounts without following the disputes procedure contained herein.
- 6.10. Drug-Free Workplace Certification.** As required by Executive Order No. 90-5 dated April 12, 1990, issued by the Governor of Indiana, the LPA hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace. The LPA will give written notice to the State within ten (10) days after receiving actual notice that the LPA, or an employee of the LPA in the State of Indiana, has been convicted of a criminal drug violation occurring in the workplace. False certification or violation of this certification may result in sanctions including, but not limited to, suspension of contract payments, termination of this Contract and/or debarment of contracting opportunities with the State for up to three (3) years.

In addition to the provisions of the above paragraph, if the total amount set forth in this Contract is in excess of \$25,000.00, the LPA certifies and agrees that it will provide a drug-free workplace by:

- A.** Publishing and providing to all of its employees a statement notifying them that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the LPA's workplace, and specifying the actions that will be taken against employees for violations of such prohibition;
- B.** Establishing a drug-free awareness program to inform its employees of (1) the dangers of drug abuse in the workplace; (2) the LPA's policy of maintaining a drug-free workplace; (3) any available drug counseling, rehabilitation and employee assistance programs; and (4) the penalties that may be imposed upon an employee for drug abuse violations occurring in the workplace;
- C.** Notifying all employees in the statement required by subparagraph (1) above that as a condition of continued employment, the employee will (1) abide by the terms of the statement; and (2) notify the LPA of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;
- D.** Notifying the State in writing within ten (10) days after receiving notice from an employee under subdivision (3)(2) above, or otherwise receiving actual notice of such conviction;
- E.** Within thirty (30) days after receiving notice under subdivision (3)(2) above of a conviction, imposing the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace: (1) taking appropriate personnel action



against the employee, up to and including termination; or (2) requiring such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency; and

- F. Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs (A) through (E) above.

**6.11. Employment Eligibility Verification.** The LPA affirms under the penalties of perjury that they do not knowingly employ an unauthorized alien. The LPA further agrees that:

- A. The LPA shall enroll in and verify the work eligibility status of all its newly hired employees through the E-Verify program as defined in IC 22-5-1.7-3. The LPA is not required to participate should the E-Verify program cease to exist. Additionally, the LPA is not required to participate if the LPA is self-employed and do not employ any employees.
- B. The LPA shall not knowingly employ or contract with an unauthorized alien. The LPA shall not retain an employee or contract with a person that the LPA subsequently learns is an unauthorized alien.
- C. The LPA shall require its contractors, who perform work under this Contract, to certify to the LPA that the contractor does not knowingly employ or contract with an unauthorized alien and that the contractor has enrolled and is participating in the E-Verify program. The LPA agrees to maintain this certification throughout the duration of the term of a contract with a contractor.

The State may terminate for default if the LPA fails to cure a breach of this provision no later than thirty (30) days after being notified by the State.

**6.12. Force Majeure.** In the event that any Party is unable to perform any of its obligations under this Contract or to enjoy any of its benefits because of natural disaster or decrees of governmental bodies not the fault of the affected Party (hereinafter referred to as a "Force Majeure Event"), the Party who has been so affected shall immediately or as soon is reasonably possible under the circumstances give notice to the other Party and shall do everything possible to resume performance. Upon receipt of such notice, all obligations under this Contract shall be immediately suspended. If the period of nonperformance exceeds thirty (30) days from the receipt of notice of the Force Majeure Event, the Party whose ability to perform has not been so affected may, by giving written notice, terminate this Contract.

**6.13. Funding Cancellation Clause.** As required by Financial Management Circular 3.3 and IC 5-22-17-5, when the Director of the State Budget Agency makes a written determination that funds are not appropriated or otherwise available to support continuation of the performance of this Contract, this Contract shall be canceled. A determination by the Director of the State Budget Agency that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.

**6.14. Governing Laws.** This Contract shall be governed, construed and enforced in accordance with the laws of the State of Indiana, without regard to its conflict of laws rules. Suit, if any, must be brought in the State of Indiana.

**6.15. Indemnification.** The LPA agrees to indemnify, defend, exculpate, and hold harmless the State of Indiana, and INDOT and/or its/their officials, agents, representatives, attorneys and employees, individually and/or jointly, from any and all claims, demands, actions, liability and/or liens that may be asserted by the LPA and/or by any other person, firm, corporation, insurer, government or other legal entity, for any claim for damages arising out of any and all loss, damage, injuries, and/or other

casualties of whatsoever kind, or by whomsoever caused, to the person or property of anyone on or other casualties of whatsoever kind, or by whomsoever caused, to the person or property of anyone on or off the right-of-way, arising out of or resulting from the performance of the contract or from the installation, existence, use, maintenance, condition, repairs, alteration and/or removal of any equipment or material, whether due in whole or in part to the acts and/or omissions and/or negligent acts and/or omissions:

- A. of the State of Indiana, INDOT, and/or its/their officials, agents, representatives, attorneys and/or employees, individually and/or jointly;
- B. of the LPA, and/or its officials, agents, representatives, attorneys and/or employees, individually and/or jointly;
- C. of any and all persons, firms, corporations, insurers, government or other legal entity engaged in the performance of the contract; and/or
- D. the joint negligence of any of them, including any claim arising out of the Worker's Compensation law or any other law, ordinance, order, or decree.

The LPA also agrees to pay all reasonable expenses and attorney's fees incurred by or imposed on the State of Indiana, INDOT and/or its/their officials, agents, representatives, attorneys, and/or employees, individually and/or jointly, in connection herewith in the event that the LPA shall default under the provisions of this section.

The LPA also agrees to pay all reasonable expenses and attorney's fees incurred by or imposed on the State of Indiana, INDOT and/or its/their officials, agents, representatives, attorneys, and/or employees, individually and/or jointly, in asserting successfully a claim against the LPA for indemnity pursuant to this contract.

**6.16. Merger & Modification.** This Contract constitutes the entire agreement between the PARTIES. No understandings, agreements, or representations, oral or written, not specified within this Contract will be valid provisions of this Contract. This Contract may not be modified, supplemented or amended, in any manner, except by written agreement signed by all necessary PARTIES.

**6.17. Non-Discrimination.**

**6.17.1.** Pursuant to the Indiana Civil Rights Law, specifically including IC 22-9-1-10, and in keeping with the purposes of the Civil Rights Act of 1964 as amended, the Age Discrimination in Employment Act, and the Americans with Disabilities Act, the LPA covenants that it shall not discriminate against any employee or applicant for employment relating to this Contract with respect to the hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of the employee's or applicant's race, color, national origin, religion, sex, age, disability, ancestry, status as a veteran, or any other characteristic protected by federal, state or local law ("Protected Characteristics"). The LPA certifies compliance with applicable federal laws, regulations and executive orders prohibiting discrimination based on the Protected Characteristics in the provision of services. Breach of this covenant may be regarded as a material breach of this Contract, but nothing in this covenant shall be construed to imply or establish an employment relationship between the State and any applicant or employee of the LPA or any subcontractor.

**6.17.2.** INDOT is a recipient of federal funds, and therefore, where applicable, the LPA and any subcontractors shall comply with requisite affirmative action requirements, including reporting, pursuant to 41 CFR Chapter 60, as amended, and Section 202 of Executive Order 11246 as amended by Executive Order 13672.

The LPA agrees that if the LPA employs fifty (50) or more employees and does at least \$50,000.00 worth of business with the State and is not exempt, the LPA will comply with the affirmative action reporting requirements of 41 CFR 60-1.7. The LPA shall comply with Section 202 of executive order 11246, as amended, 41 CFR 60-250, and 41 CFR 60-741, as amended, which are incorporated herein by specific reference. Breach of this covenant may be regarded as a material breach of Contract.

It is the policy of INDOT to assure full compliance with Title VI of the Civil Rights Act of 1964, the Americans with Disabilities Act and Section 504 of the Vocational Rehabilitation Act and related statutes and regulations in all programs and activities. Title VI and related statutes require that no person in the United States shall on the grounds of race, color or national origin be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. (INDOT's nondiscrimination enforcement is broader than the language of Title VI and encompasses other State and Federal protections. INDOT's nondiscrimination enforcement shall include the following additional grounds: sex, sexual orientation, gender identity, ancestry, age, income status, religion, disability, limited English proficiency, or status as a veteran).

**6.17.3.** During the performance of this Contract, the LPA, for itself, its assignees and successors in interest (hereinafter referred to as the "LPA") agrees to the following assurances under Title VI of the Civil Rights Act of 1964:

- A. Compliance with Regulations:** The LPA shall comply with the regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation, Title 49 CFR Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Contract.
- B. Nondiscrimination:** The LPA, with regard to the work performed by it during the Contract, shall not discriminate on the grounds of race, color, sex, sexual orientation, gender identity, national origin, religion, disability, ancestry, or status as a veteran in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The LPA shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulation, including employment practices when the Contract covers a program set forth in Appendix B of the Regulations.
- C. Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the LPA for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the LPA of the LPA's obligations under this Contract, and the Regulations relative to nondiscrimination on the grounds of race, color, sex, sexual orientation, gender identity, national origin, religion, disability, ancestry, income status, limited English proficiency, or status as a veteran.
- D. Information and Reports:** The LPA shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Indiana Department of Transportation and Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a LPA is in the exclusive possession of another who fails or refuses furnish this information, the LPA shall so certify to the Indiana Department of Transportation or the Federal



Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

- E. **Sanctions for Noncompliance:** In the event of the LPA's noncompliance with the nondiscrimination provisions of this Contract, the Indiana Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to: (a) withholding payments to the LPA under the Contract until the LPA complies, and/or (b) cancellation, termination or suspension of the Contract, in whole or in part.
- F. **Incorporation of Provisions:** The LPA shall include the provisions of paragraphs a through f in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

The LPA shall take such action with respect to any subcontract or procurement as the Indiana Department of Transportation or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for non-compliance, provided, however, that in the event the LPA becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the LPA may request the Indiana Department of Transportation to enter into such litigation to protect the interests of the Indiana Department of Transportation, and, in addition, the LPA may request the United States of America to enter into such litigation to protect the interests of the United States of America.

- 6.18. **Payment.** All payments (if any) shall be made thirty-five (35) days in arrears in conformance with State fiscal policies and procedures and, as required by IC §4-13-2-14.8, the direct deposit by electronic funds transfer to the financial institution designated by the LPA in writing unless a specific waiver has been obtained from the Indiana Auditor of State. No payments will be made in advance of receipt of the goods or services that are the subject of this Contract except as permitted by IC §4-13-2-20.
- 6.19. **Penalties, Interest and Attorney's Fees.** INDOT will in good faith perform its required obligations hereunder, and does not agree to pay any penalties, liquidated damages, interest, or attorney's fees, except as required by Indiana law in part, I.C. 5-17-5, I.C. 34-54-8, and I.C. 34-13-1.

Notwithstanding the provisions contained in IC §5-17-5, any liability resulting from the State's failure to make prompt payment shall be based solely on the amount of funding originating from the State and shall not be based on funding from federal or other sources.

- 6.20. **Pollution Control Requirements.** If this Contract is for \$100,000 or more, the LPA:

- A. Stipulates any facility to be utilized in performance under or to benefit from this Contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities issued pursuant to the requirements of the Clean Air Act, as amended, and the Federal Water Pollution Control Act, as amended;
- B. Agrees to comply with all of the requirements of the Clean Air Act (including section 114) and the Federal Water Pollution Control Act (including section 308) and all regulations and guidelines issued there under; and
- C. Stipulates, as a condition of federal aid pursuant to this Contract, it shall notify INDOT and the FHWA of the receipt of any advice indicating that a facility to be utilized in performance under or to benefit from this Contract is under consideration to be listed on the EPA List of Violating Facilities.

- 6.21. **Prohibited Telecommunications and Video Surveillance Equipment and Services.**

In accordance with federal regulations (including 2 CFR 200.216 and 2 CFR 200.471), the Contractor is prohibited from purchasing, procuring, obtaining, using, or installing any telecommunication or video surveillance equipment, services, or systems produced by:

A. Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities), OR

B. Hytera Communication Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities),

for any purpose to fulfill its obligations under this Contract. The Contractor shall be responsible to ensure that any subcontractor is bound by and complies with the terms of this provision. Breach of this provision shall be considered a material breach of this Contract.

**6.22. Severability.** The invalidity of any section, subsection, clause or provision of the Contract shall not affect the validity of the remaining sections, subsections, clauses or provisions of the Contract.

**6.23. Status of Claims.** The LPA shall be responsible for keeping INDOT currently advised as to the status of any claims made for damages against the LPA resulting from services performed under this Contract. The LPA shall send notice of claims related to work under this Contract to:

Chief Counsel  
Indiana Department of Transportation  
100 North Senate Avenue, Room N758  
Indianapolis, Indiana 46204-2249

**6.24. General.** This Contract represents the entire understanding between the PARTIES relating to the subject matter and supersedes any and all prior oral and/or written communications, understandings or agreements relating to the subject matter. Any amendment or modification to this Contract must be in writing and be signed by duly authorized representatives of the PARTIES (and by all necessary approving State agencies or parties). Neither this Contract nor any portions of it may be assigned, licensed or otherwise transferred by the LPA without the prior written consent of INDOT. This Contract will be binding upon the PARTIES and their permitted successors or assigns. Failure of either Party to enforce any provision of this Contract will not constitute or be construed as a waiver of such provision or of the right to enforce such provision. All captions, section headings, paragraph titles and similar items are provided for the purpose of reference and convenience and are not intended to be inclusive, definitive or to affect the interpretation of this Contract. The Recitals and "Notice to PARTIES" on page 1 of the Contract are hereby made an integral part and specifically incorporated into this Contract.

**REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK**

**Non-Collusion and Acceptance**

The undersigned attests, subject to the penalties for perjury, that the undersigned is the LPA, or that the undersigned is the properly authorized representative, agent, member or officer of the LPA. Further, to the undersigned's knowledge, neither the undersigned nor any other member, employee, representative, agent or officer of the LPA, directly or indirectly, has entered into or been offered any sum of money or other consideration for the execution of this Contract other than that which appears upon the face hereof. **Furthermore, if the undersigned has knowledge that a state officer, employee, or special state appointee, as those terms are defined in IC 4-2-6-1, has a financial interest in the Contract, the Party attests to compliance with the disclosure requirements in IC 4-2-6-10.5.**

**Agreement to Use Electronic Signatures**

I agree, and it is my intent, to sign this Contract by accessing State of Indiana Supplier Portal using the secure password assigned to me and by electronically submitting this Contract to the State of Indiana. I understand that my signing and submitting this Contract in this fashion is the legal equivalent of having placed my handwritten signature on the submitted Contract and this affirmation. I understand and agree that by electronically signing and submitting this Contract in this fashion I am affirming to the truth of the information contained therein. I understand that this Contract will not become binding on the State until it has been approved by the Department of Administration, the State Budget Agency, and the Office of the Attorney General, which approvals will be posted on the Active Contracts Database: <https://secure.in.gov/apps/idoa/contractsearch/>

**In Witness Whereof**, the LPA and the State have, through their duly authorized representatives, entered into this Contract. The PARTIES, having read and understood the foregoing terms of this Contract, do by their respective signatures dated below agree to the terms thereof.

**CITY OF GOSHEN**

**Indiana Department of Transportation**

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

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

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

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

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

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

Electronically Approved by:  
Department of Administration

Electronically Approved by:  
State Budget Agency

By: (for) Rebecca Holwerda, Commissioner

By: (for) Zachary Q. Jackson, Director

***Form approval has been granted by the Office of the Attorney General pursuant to IC 4-13-2-14.3(e) on March 22, 2022. FA 22-16***



**ATTACHMENT A**  
**PROJECT FUNDS**

**I. Project Costs.**

A. This contract is just for the one (1) phase checked below:

  **X**   Preliminary Engineering or  
       Right-of-Way or  
       Construction;

B. If the Program is receiving federal-aid funds for the project, the LPA is allocated the funds through the MPO as written in their fiscally constrained TIP. Any adjustments (positive or negative) to the dollar amount listed in the TIP, or any increase or decrease in the funding from a prior year, authorized by the MPO that may not be reflected in the current TIP, are hereby considered adjustments to the contract between the LPA and INDOT, as the MPO must maintain fiscal constraint for all projects listed. Federal funds made available to the LPA by INDOT will be used to pay **80%** of the eligible Project costs. The maximum amount of federal-aid funds allocated to the Project is dependent upon the current TIP allocation. As of this date, **November 21, 2022**, the maximum amount according to the TIP dated **September 14, 2022**, is **\$480,000.00**. The most current MPO TIP page, or MPO authorization, is uploaded into INDOT's Scheduling Project Management System (SPMS).

OR

C. Federal-aid Funds made available to the LPA by INDOT will be used to pay       % of the eligible Project costs. The maximum amount of federal funds allocated to the project is \$      .

D. The LPA understands and agrees that it is INDOT's policy to only allow non-discretionary changes to a Project scope after bidding. Changes to the Project scope after bidding that are by the choice of the LPA and are not required to complete the Project will not be eligible for federal-aid funds and must be funded 100% locally.

E. The LPA understands and agrees that the federal-aid funds allocated to the Project are intended to accomplish the original scope of the Project as designed. If the Project bid prices are lower than estimated, the LPA may not utilize those federal-aid funds and the remaining balance of federal-aid funds will revert back to the Local Program.

F. If the Program is Group I or Group II, Section E. does not apply. If the Project bid prices are lower than estimated, the LPA may not utilize those federal-aid funds and the remaining balance of federal-aid funds will revert back to the MPO.

G. The remainder of the Project cost shall be borne by the LPA. For the avoidance of doubt, INDOT shall not pay for any costs relating to the Project unless the PARTIES have agreed in a document (which specifically references section I.D. of **Attachment A** of this Contract) signed by an authorized representative of INDOT, the Indiana Department of Administration, State Budget Agency, and the Attorney General of Indiana.

H. Every project must have a project end date based upon the reasonable timeframe for the project phase to be completed. If a project end date lapses, the project is no longer eligible for federal reimbursement in accordance with 2 CFR 200. See <https://www.in.gov/indot/2833.htm>.

I. Costs will be eligible for FHWA participation provided that the costs:

- (1) Are for work performed for activities eligible under the section of title 23, U.S.C., applicable to the class of funds used for the activities;
- (2) Are verifiable from INDOT's or the LPA's records;
- (3) Are necessary and reasonable for proper and efficient accomplishment of project objectives and meet the other criteria for allowable costs in the applicable cost principles cited in 49 CFR 18.22;
- (4) Are included in the approved budget, or amendment thereto; and
- (5) Were not incurred prior to FHWA authorization.

## II. Billings.

### A. Billing:

1. When INDOT awards and enters into a contract (i.e., construction, utility, and/or railroad) on behalf of the LPA, INDOT will invoice the LPA for its share of the costs. The LPA shall pay the invoice within thirty (30) calendar days from date of INDOT's billing.
2. The LPA understands time is of the essence regarding the Project timeline and costs and delays in payment may cause substantial time delays and/or increased costs for the Project.
3. If the LPA has not paid the full amount due within sixty (60) calendar days past the due date, INDOT shall be authorized to cancel all contracts relating to this Contract, including the contracts listed in II.A.1 of **Attachment A** and/or proceed in accordance with I.C. 8-14-1-9 to compel the Auditor of the State of Indiana to make a mandatory transfer of funds from the LPA's allocation of the Motor Vehicle Highway Account to INDOT's account.
4. Federal funds on projects which have not been billed for a twelve (12) month period are considered inactive and must be removed from the project in accordance with 2 CFR 200. To receive federal funding within the twelve (12) month period, INDOT must receive a billing within nine (9) months. See <https://www.in.gov/indot/2833.htm>.

## III. Repayment Provisions.

If for any reason, INDOT is required to repay to FHWA the sum or sums of federal funds paid to the LPA or on behalf of the LPA under the terms of this Contract, then the LPA shall repay to INDOT such sum or sums within thirty (30) days after receipt of a billing from INDOT. If the LPA has not paid the full amount due within sixty (60) calendar days past the due date, INDOT may proceed in accordance with I.C. 8-14-1-9 to compel the Auditor of the State of Indiana to make a mandatory transfer of funds for the LPA's allocation of the Motor Vehicle Highway Account to INDOT's account until the amount due has been repaid.

**RESOLUTION 66-2022**

**Authorize Clerk-Treasurer to Liquidate the 2015 RD Capital Fund and Deposit into the TIF Bond and Interest Fund**

WHEREAS the 2015 RD Capital Fund has a cash balance of \$10,841.27 since 2016.

WHEREAS the Clerk-Treasurer is requesting to move the funds in the 2015 RD Capital Fund to TIF Bond and Interest Fund.

NOW, THEREFORE, BE IT RESOLVED that the Goshen Redevelopment Commission approves the request to move funds from 2015 RD Capital Fund to the TIF Bond and Interest Fund.

PASSED and ADOPTED on December 13, 2022

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Brian Garber, President

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Brianne Brenneman, Secretary





**Richard Aguirre, City Clerk-Treasurer**  
**CITY OF GOSHEN**

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

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

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

**To:** Redevelopment Commission  
**From:** Jeffery Weaver, Deputy Clerk-Treasurer  
**Date:** December 13, 2022  
**Subject:** Dormant Cash Balance in the 2015 RD Capital Fund

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Throughout the year, the Clerk-Treasurer's office was reviewing various capital and bond payment funds, looking particularly at dormant funds. In this review, we found that the 2015 RD Capital Fund has maintained a cash balance of \$10,841.27 since 2016. As a refunding bond, all proceeds in the Capital Fund were intended only for closing costs, all of which were paid out by July, 2015. The remaining \$10,841.27 is surplus proceeds from the Redevelopment District Refunding Bonds of 2015.

Redevelopment Commission Resolution No. 2-2015, Section 11(D) states, "If, after payment of all claims tendered under the provisions of this Section, any funds shall remain in the Capital Fund, the Clerk-Treasurer shall transfer all moneys then in the Capital Fund..., as directed by the Commission, to the Bond Principal and Interest Account" (ellipsis added). This implies that the Redevelopment Commission should instruct the Clerk-Treasurer to move the remaining \$10,841.27 from the 2015 RD Capital Fund to the TIF Bond and Interest Fund if the Redevelopment Commission.

**Suggested motion:**

Authorize the Clerk-Treasurer to liquidate the 2015 RD Capital Fund of the remaining \$10,841.27 in bond proceeds, and deposit said funds into the TIF Bond and Interest Fund.

## **RESOLUTION 67-2022**

### **Request to Amend the Amended Agreement for the Sale and Purchase of Real Estate at 323 South Sixth Street**

WHEREAS in September the Commission approved an amended agreement with David Stump for the property at 323 South Sixth Street allowing the property to remain a two-unit rental for as long as property owned by Mr. Stump.

WHEREAS Tim Hochstetler is interested in purchasing the property and is requesting the requirement to return it to a single family home be removed.

NOW, THEREFORE, BE IT RESOLVED that the Goshen Redevelopment Commission approves the request by Tim Hochstetler to maintain a two rental unit at 323 South Sixth Street.

BE IT FURTHER RESOLVED that Becky Hutsell, Redevelopment Director is authorized to execute the amended agreement on behalf of the City of Goshen and Goshen Redevelopment Commission.

PASSED and ADOPTED on December 13, 2022

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Brian Garber, President

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Brianne Brenneman, 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 by Tim Hochstetler to Amend the Amended Agreement for the Sale and  
Purchase of Real Estate at 323 S. 6<sup>th</sup> Street

DATE:        December 13, 2022

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In September, the Commission approved an amended agreement with David Stump for the property at 323 S. 6<sup>th</sup> Street. At the time that he purchased the property from the Commission in 2015, a condition of the sale was that it be converted to a single-family home within 7 years. Per the amended agreement, the Commission agreed to allow for it to remain a two-unit rental for as long as the property is owned by Mr. Stump.

Tim Hochstetler, a neighbor to the property that is interested in purchasing it from David Stump, came before the Commission in October seeking feedback on whether there would be interest in allowing him to maintain the two-unit rental if he were to buy it. The Commission supported his request, noting the current housing shortage and Mr. Hochstetler's desire to make additional improvements to the property.

A resolution is being presented this month along with Tim Hochstetler's proposal for what he would like to do with the property at 323 S. 6<sup>th</sup> Street. In return for the substantial improvements and investment he plans to make if he purchases the property, he is asking for the requirement to return it to a single-family home be removed. While he thinks it will likely happen in the future, Mr. Hochstetler is hesitant to commit to the conversion following the investment he plans to make. If the Commission approves this resolution, staff will work with the Mr. Hochstetler on an agreement to bring back in January that would be crafted similar to what we've done for several of the 3<sup>rd</sup> Street properties we have owned where a second mortgage is in place until the buyer is able to document the improvements that have been made.



## Hutsell, Becky

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**From:** Tim Hochstetler <timhochstetler@comcast.net>  
**Sent:** Thursday, December 8, 2022 4:58 PM  
**To:** Hutsell, Becky; Brinson, Mark  
**Subject:** 323 s 6th proposal

**Follow Up Flag:** Flag for follow up  
**Flag Status:** Flagged

Greetings!

Concerning the property at 323 S. 6th:

I am wanting to keep it apartments. It is very possible that I will gift it to one of my kids 10-15 years down the road and they will want to make it a single family, but for now I want to keep it apartments. My concern is that I'm going to be investing a substantial amount of money into these apartments and I don't want to do that if I'm going to have to turn it into a single family a few years down the road. Initially I was going to just ask for an extension, but after thinking about the expenses and return, it doesn't seem practical. Also, I want to make them super nice apartments so it will be expensive.

My proposal is:

1. Keep it apartments. But make them into really nice high end apartments.
2. Change the 2nd mortgage that the city has contingent on it turning back to a single family to being contingent on certain renovations and improvements to the property. Those being:
  1. Cut down all dead and invasive trees around the property. Including that crazy poison ivy in back.
  2. Replace all windows that do not match and are rotten.
  3. Paint all trim and wood on the outside that's needed. Including porch and car port.
  4. Brand new luxury kitchens and bathrooms installed in both apartments.
  5. Install laundry for tenants.
  6. Paint entire interior.
  7. Restore hardwood floors.
  8. Fix any exterior brick.
  9. Renovate attic space and insulate.

I am not sure on the time frame. I'm going to start the upstairs apartment right away and finish asap. The downstairs has a long term tenant so I will most likely do that one in stages a few years down the road. Thank you for your consideration.

Tim Hochstetler

Associate Faculty, Music  
Guitar and Jazz Studies

The Ernestine M. Raclin School of the Arts Indiana University South Bend  
1700 Mishawaka Avenue  
P.O. Box 7111  
South Bend, Indiana 46634-7111

Director of the TG School of Music  
123 S. Main St.  
Goshen, IN 46526  
[www.tgschoolofmusic.com](http://www.tgschoolofmusic.com)

[timhochstetler@comcast.net](mailto:timhochstetler@comcast.net)  
[timhoch@iusb.edu](mailto:timhoch@iusb.edu)  
[tgschoolofmusic@comcast.net](mailto:tgschoolofmusic@comcast.net)

574-536-3796

Sent from my iPhone



**Richard Aguirre, City Clerk-Treasurer**  
**CITY OF GOSHEN**

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

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

**To:** Redevelopment Commission  
**From:** Jeffery Weaver, Deputy Clerk-Treasurer  
**Date:** December 13, 2022  
**Subject:** Dormant Cash Balance in the North US33 TIF Fund

---

Throughout the year, the Clerk-Treasurer's office was reviewing various capital and bond payment funds, looking particularly at dormant funds. In this review, we found that the North US33 TIF Fund has maintained a cash balance of \$8,027.73 since November, 2019. Upon further investigation, this was an interest receipt that was misapplied to this fund. It should have been receipted to the Consolidated RiverRace/US33 TIF Fund.

Since this is the correction of an error, we do not need a resolution to move the funds. But we nevertheless request the board confirm that they approve of this correction.

**Suggested motion:**

**Authorize the Clerk-Treasurer to liquidate the North US33 TIF Fund of the remaining \$8,027.73 interest receipt, and deposit said funds into the Consolidated RiverRace/US33 TIF Fund.**



## **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 **November 15, 2022 through December 9, 2022** and finds that entries are allowed in the total amount of **\$1,297,006.38**

**APPROVED** on December 13, 2022

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Brian Garber, President

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Brianne Brenneman, Secretary

# GOSHEN REDEVELOPMENT COMMISSION

## Expenditure Report - by Budget Line and Payee

Claims from 11/15/22 through 12/9/22

<b>406-560-00-413.0701</b>		<b>RDV NON-RVRT OP/Clothing Allowance</b>	
11/15/2022	Rebecca Hutsell (10238)		\$100.00
		<b>Line Total for Period:</b>	<b>\$100.00</b>
<b>406-560-00-429.0002</b>		<b>RDV NON-RVRT OP/Other Supplies</b>	
11/30/2022	Elan Corporate Payment Systems		\$51.95
		<b>Line Total for Period:</b>	<b>\$51.95</b>
<b>406-560-00-431.0502</b>		<b>RDV NON-RVRT OP/Contractual Services</b>	
12/2/2022	HRP Construction		\$2,585.19
12/7/2022	Barkes, Kolbus, Rife & Shuler, LLP (00311)		\$4,487.00
12/7/2022	Yarkshark, LLC		\$600.00
		<b>Line Total for Period:</b>	<b>\$7,672.19</b>
<b>406-560-00-435.0101</b>		<b>RDV NON-RVRT OP/Electric</b>	
11/30/2022	NIPSCO (00014)		\$128.88
		<b>Line Total for Period:</b>	<b>\$128.88</b>
<b>406-560-00-435.0201</b>		<b>RDV NON-RVRT OP/Gas</b>	
11/30/2022	NIPSCO (00014)		\$43.45
		<b>Line Total for Period:</b>	<b>\$43.45</b>
<b>406-560-00-439.0930</b>		<b>RDV NON-RVRT OP/Other Services &amp; Charges</b>	
12/8/2022	Amazon Capital Services		\$39.99
		<b>Line Total for Period:</b>	<b>\$39.99</b>
<b>473-560-00-431.0502</b>		<b>SOUTHEAST TIF/Contractual Services</b>	
12/2/2022	American Structurepoint, Inc. (03093)		\$9,432.50
12/7/2022	Abonmarche (05859)		\$40,800.00
12/7/2022	American Structurepoint, Inc. (03093)		\$30,628.68
12/9/2022	Abonmarche (05859)		\$1,500.00
		<b>Line Total for Period:</b>	<b>\$82,361.18</b>

<b>473-560-00-439.0930</b>		<b>SOUTHEAST TIF/Other Services &amp; Charges</b>	
11/30/2022	Barkes, Kolbus, Rife & Shuler, LLP (00311)		\$394.00
11/30/2022	The Goshen News (00115)		\$41.11
12/7/2022	Abonmarche (05859)		\$2,750.00
12/7/2022	Baker Tilly Municipal Advisors, LLC		\$5,600.00
<b>Line Total for Period:</b>			<b>\$8,785.11</b>
<b>473-560-00-442.0000</b>		<b>SOUTHEAST TIF/Capital Projects</b>	
12/7/2022	Elkhart County Gravel, Inc. (00174)		\$1,957.10
12/7/2022	NuWay Construction		\$121,558.72
12/7/2022	Phend & Brown		\$102,922.90
12/9/2022	Abonmarche (05859)		\$4,745.00
12/9/2022	HRP Construction		\$437,660.77
<b>Line Total for Period:</b>			<b>\$668,844.49</b>
<b>474-560-00-431.0502</b>		<b>Lippert/Dierdorff Contractural Services</b>	
12/7/2022	Baker Tilly Municipal Advisors, LLC		\$1,400.00
<b>Line Total for Period:</b>			<b>\$1,400.00</b>
<b>480-560-00-431.0502</b>		<b>RR/US 33 TIF/Contractual Services</b>	
12/2/2022	A & Z Engineering, LLC		\$45,470.89
<b>Line Total for Period:</b>			<b>\$45,470.89</b>
<b>480-560-00-439.0930</b>		<b>RR/US 33 TIF/Other Services &amp; Charges</b>	
11/16/2022	Stacy R Birkey		\$1,177.25
11/30/2022	Elan Corporate Payment Systems		\$26.00
12/7/2022	Abonmarche (05859)		\$2,750.00
12/7/2022	Baker Tilly Municipal Advisors, LLC		\$5,600.00
12/7/2022	City of Goshen Utilities		\$55.65
12/7/2022	City of Goshen Utilities		\$23.64
<b>Line Total for Period:</b>			<b>\$9,632.54</b>
<b>480-560-00-442.0000</b>		<b>RR/US33 TIF/Capital Projects</b>	
12/7/2022	Kuert Concrete Inc		\$3,198.00
12/7/2022	NuWay Construction		\$29,683.40
12/7/2022	Phend & Brown		\$585.00
<b>Line Total for Period:</b>			<b>\$33,466.40</b>



484-560-00-442.0000

PLYMOUTH AVE TIF/Capital Projects

12/2/2022	HRP Construction	\$204,921.35
12/2/2022	HRP Construction	\$234,087.96
<b>Line Total for Period:</b>		<b>\$439,009.31</b>

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**Total Expenditures for Period: \$1,297,006.38**



# December 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 2024.
- – 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, to request an invoice. In 2022, the invoice was paid and Goshen Engineering is now working with Norfolk Southern on the design for the railroad crossing.

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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.

Utility relocation will be finalized with the relocation of Frontier's communication cable during the winter of 2022. Design plans are being finalized and bidding for this project is anticipated to occurring in the spring of 2023. Because of material lead times, it is anticipated this project will being construction in 2024.

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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. HRP has working through the summer and into the fall to complete this project. Work on this project is substantially complete and staff and HRP are working through the punch list items. With the invoices presented in December, Redevelopment's funding should be fully utilized and the balance of the project funding will come from the Stormwater Utility's funding commitment. This project has addressed a major stormwater management concern in West Goshen, and has opened up additional land for both residential and commercial development.

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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 have been awarded READI grant funds and design work is underway. It is anticipated that we will begin the process of amending the River Race TIF to carve out this parcel, establishing it as its own allocation area, in the next few months and will then proceed with issuance of the bond. Construction is still planned for 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 cost have continued to rise and proceeding at this 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

Following the termination of the RDC's agreement with River Art, LLC, we intend to issue a new RFP for development early next year.

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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. Goshen Engineering did not proceed with requesting bids for vault removal in 2022. If possible, we would like to proceed with the same scope of work in 2023.

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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

Following the termination of the RDC's agreement with Millrace Townhomes, LLC, we intend to issue a new RFP for development early next year

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**PROJECT: COLLEGE AVE FROM US 33 EAST 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 2026.

The City selected American Structurepoint to complete the design.

PROJECT UPDATE

American Structurepoint is actively working on the design. A public meeting was held the evening of December 6, 2023, with good turnout.

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**PROJECT: COLLEGE AVE FROM US 33 WEST TO NINTH STREET**

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 west to Ninth Street. The project is expected to be under construction in 2028/2029.

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. Another traffic study was initiated after complaints were received from businesses that utilize the corridor. The traffic study is being QA/QC and will be finalized in December 2022. The City will be reviewing the study for actionable items that can be taken immediately and those that require long range planning and fund sourcing.

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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. The survey and geotechnical work are complete. A conceptual plan has been completed and a review with redevelopment commission members has taken place. In January 2023, a public meeting with affected property owners will be held to review the design. Once the design is refined, the project will be bid in the spring of 2023, with the RDC’s approval. Because of the shorter lengths of materials needed for this project, work could begin in 2023, but this is dependent on whether private utility relocation work is needed.

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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. The design is currently at 90-percent and is being reviewed. Bidding is anticipated in the spring of 2023. Right-of-way purchasing is ongoing. Before bidding occurs, both the Redevelopment Commission and Elkhart County will need to review the project and the proposed cost and authorize the project to be bid.

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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

The City is actively negotiating the purchase of a new wellfield location. Once the site is purchased, work will begin on designing the required improvements from withdrawal, to treatment, to transportation. This process is anticipated to take 3-years.

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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. Work has been on going. For Contract No. 1, the water main has been extended to the site, but not into the site. HRP plans to install the borings beneath the railroad tracks in December. For Contact No. 2, many thousands of cubic yards of soil have been moved across the site. The east and west access roads are taking shape,



and earthwork is anticipated to continue through the winter months. For Contract No. 3, the deep lift station wetwell has been installed, and the contractor has begun installing the sanitary sewer up through the middle of the site.

Material sourcing continues to be a problem both with ductile iron pipe and concrete pipe. Although schedules are still in flux because of material shortages, the developer is still pushing to have the first building open by the end of February and the next open in March or April. For context, there will not be a road available for the developer until June 2023.

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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**

The building foundation has been installed and steel is anticipated for delivery on December 16, 2022. Once steel is onsite, NuWay believes they can have the building erected and shelled in within 6-weeks. Completion of the project is still anticipated towards the end of summer 2023.