



GOSHEN REDEVELOPMENT COMMISSION
AGENDA FOR THE REGULAR MEETING OF February 14, 2023

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

The Goshen Redevelopment Commission will meet on February 14, 2023 at 3:00 p.m. in the City Court Room/ Council Chambers at the Goshen Police & Court Building, 111 East Jefferson Street, Goshen, Indiana.

1. CALL TO ORDER/ROLL CALL

2. CHANGES TO THE AGENDA

3. APPROVAL OF MINUTES

4. PRESENTATION – Goshen Community School Advanced Manufacturing Academy Update

5. CERTIFICATE OF OATH

6. NEW BUSINESS

Resolution 02-2023 – Request to Authorize Execution of an Agreement with Roberts Environmental, LLC for a Phase 1 Environmental Site Assessment (ESA) for 206 North Main Street

Resolution 03-2023 – Amending Declaratory Resolution of the Goshen Redevelopment Commission Amending the Consolidated River Race/US 33 Allocation Area to Create a New Allocation Area within the Consolidated River Race/US 33 Economic Development Area and Amending the Economic Development Plan

Resolution 04-2023 – Resolution Confirming the Resolution of the Goshen Redevelopment Commission Adopted on December 13, 2022, entitled “Amending Declaratory Resolution of the Goshen Redevelopment Commission Creating a New Housing Allocation Area within the Southeast Economic Development Area and Housing Program”

Resolution 05-2023 – Authorization to Execute Contract for Right-of-Way Services with American Structurepoint for College Avenue Reconstruction Phase 1

Resolution 06-2023 – Request for Permission to Issue a Request for Proposals for Professional Engineering and Right-of-Way Services for College Avenue Reconstruction Phase 3

7. DISCUSSION - Ozinga Bike Path, River District Bike Path

8. APPROVAL OF REGISTER OF CLAIMS

9. MONTHLY REDEVELOPMENT STAFF REPORT

10. 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.

11. ANNOUNCEMENTS

Next Regular Meeting – March 14, 2023 at 3:00 p.m.

GOSHEN REDEVELOPMENT COMMISSION

Minutes for the Regular Meeting of January 10, 2023

The Goshen Redevelopment Commission met in a regular meeting on January 10, 2023 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, Steve Brenneman, Brian Garber, Andrea Johnson, Brett Weddell and Bradd Weddell

Absent:

CHANGES TO THE AGENDA

A request was made by Becky Hutsell, Redevelopment Director, to withdraw Resolution 01-2023 Approve the Use of Real Estate at 210 West Washington Street by the City of Goshen Clerk-Treasurer's Office for Record Storage from the agenda as the Clerk-Treasurer office has found a permanent place for document storage.

A motion was made by Commissioner Weddell and seconded by Commissioner Johnson to approve the motion to remove Resolution 01-2023 from the agenda.

The motion was adopted unanimously.

APPROVAL OF MINUTES

A motion was made by Commissioner Weddell and seconded by Commissioner B. Brenneman to approve the minutes of the December 13, 2022 regular meeting.

The motion was adopted unanimously.

PUBLIC HEARING – Notice to Taxpayers and all other Persons affected of Adoption and Content of Amending Declaratory Resolution of the Goshen Redevelopment Commission and Notice of Public Hearing on Resolution

(1:40) Becky Hutsell, Redevelopment Director, stated a copy of the Public Notice and a copy of the Declaratory Resolution was included in the packet.

(2:25) Commission President Garber opened the Public Hearing. No one spoke and the Public Hearing was closed.

DISCUSSION – RDC Property and Project Signage

(3:20) Commissioner Brett Weddell stated he and Councilor King initiated conversations with city staff regarding the use of signage to better notify the community regarding property status and potential upcoming projects.

After a discussion between staff and Commission members, the Commission agreed that signs are important and are in support of the signage.

APPROVAL OF REGISTER OF CLAIMS

A motion was made by Commissioner Weddell and seconded by Commissioner Johnson to amend the register of claims to \$4,083,705.65.

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

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 S. Brenneman asked about the new residential TIF from the Southeast TIF and Becky Hutsell explained.

ANNOUNCEMENTS

It was announced that the next regular meeting is scheduled for February 14, 2023 at 3:00 p.m.

ADJOURNMENT

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

The motion was adopted unanimously.

The regular meeting was adjourned at 3:45 p.m.

APPROVED on February 14, 2023

GOSHEN REDEVELOPMENT COMMISSION

Brian Garber, President

Brianne Brenneman, Secretary

RESOLUTION 28-2021

Allocate Funding from Southeast TIF for Goshen Community Schools for Advanced Manufacturing Academy

WHEREAS the Goshen Community Schools is requesting funds to assist with the Advanced Manufacturing Academy at Goshen High School for educational or worker training programs.

WHEREAS Goshen Community Schools is requesting a grant from Redevelopment to fund the Advanced Manufacturing Academy in the amount of \$511,399.00 from the Southeast TIF.

WHEREAS the grant funds will be expended on training equipment and supplies needed for the Manufacturing Academy over a five year period beginning in 2021.

WHEREAS Goshen Community Schools will submit an annual funding request detailing the specific training equipment and supplies needed for the Manufacturing Academy to be purchased for the calendar year.

NOW, THEREFORE, BE IT RESOLVED that the Goshen Redevelopment Commission approves the grant to Goshen Community Schools for the Advanced Manufacturing Academy in the amount of \$511,399.00.

PASSED and ADOPTED on May 11, 2021

Vince Turner, President

Andrea Johnson, Secretary



**Department of Community Development
CITY OF GOSHEN**

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

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

communitydevelop@goshencity.com • www.goshenindiana.org

Memo

To: Goshen Redevelopment Commission

From: Mark Brinson

Subject: Goshen High School Manufacturing Academy- Funding Request

Date: April 9, 2021

The Redevelopment Commission provided a grant in the amount of \$100,000 to Goshen High School in 2019. The grant was used to purchase training equipment for the Manufacturing Academy, which was in the early stages of development. The Commission expressed interest in continuing to support this program due to career opportunities it offers students and the skilled workforce it brings to local manufacturers. At the time there was discussion about a multi-year commitment to the Academy which would allow them to better plan for training equipment needs in the future.

Included in the meeting packet is a proposal with detailed information about the purpose of the Manufacturing Academy and how it will benefit the Goshen community. The proposal includes a list of the specific equipment that would be purchased over the next five years and the annual budget. A summary of the funding request by year is as follows:

Year One:	\$122,501
Year Two:	\$98,448
Year Three:	\$100,950
Year Four:	\$97,050
<u>Year Five:</u>	<u>\$92,450</u>
TOTAL	\$511,399

This project is not currently included in the most recently approved five-year Capital Plan or the proposed Capital Plan. If the Commission approves the funding request, the 2021-2025 Capital Plan will be adjusted to reflect this change.

The

Manufacturing Academy

at

Goshen High School



Purpose

The purpose of the Manufacturing Academy at Goshen High School is to provide graduates with the experiences and training that lead to obtaining good jobs in high-need, high-paying local manufacturing businesses. The manufacturing Academy at Goshen High School will also provide the resources local manufacturers need to train incumbent workers. Providing student graduates and incumbent workers with the training necessary to fill these jobs, Goshen Community Schools is poised to not only provide it's students with great employment opportunities, but provides a service to the entire community as a catalyst to bring in more manufacturing businesses. Additional businesses would help diversify the local manufacturing sector, making Goshen and the Goshen community more recession proof and a more stable economy.

Need

The Elkhart-Goshen area has led the nation in the largest job percentage gain, and retaining that ranking requires filling roughly 9,500 open positions.¹ Non-farm jobs in Elkhart and Goshen grew by 5.3 percent from November 2016 to November 2017, according to data released by the U.S. Bureau of Labor Statistics. Goshen mayor Jeremy Stutsman in explaining the city's growth stated, "It's certainly an exciting thing for our community to be able to boast that we have that many jobs being created. Each community in Elkhart County is working to manage that growth and we're seeing the effects of that". Stutsman further explained that city leaders have been working with developers to bring more housing to the area, as well as redeveloping brownfields and continuing the process of building quality of life and quality-of-place projects in hopes that we will continue to attract higher-paying jobs which will in turn help our communities and our schools thrive.²

The jobless rate in the Elkhart region plunged from 20% in March 2009, worst in the U.S., to just over 2% in January, half the national average. The local unemployment rate is near zero with some 9,500 left unfilled. Each day, about 25,000 workers commute into Elkhart County. A county economic development agency is hunting for job candidates across Appalachia

¹ Goshen News, January 7, 2018

² Goshen News, January 7, 2018

and as far as Puerto Rico.³ The local jobs rebound is the largest rebound in the United States. As the national unemployment rate drops toward 4%, the Elkhart region has been at that level or below for 30+ consecutive months. Opportunities abound for local development and growth with such a robust jobs outlook.

The Indiana State Board of Education was also a stimulus for change in creating need. In December of 2017 the Indiana State Board of Education transformed Indiana’s graduation requirements away from standardized testing and toward performance indicators, readying graduates for college and careers. The new ‘Graduation Pathways’ ensure every Indiana student will graduate from high school with a broad awareness of their individual career interests and options, a strong foundation of academic and technical skills and demonstrable employability skills that lead directly to meaningful opportunities, such as entering the workforce, earning a college degree or industry-recognized credential or enlisting in the military.

Local Jobs Market

Over 92% of Indiana’s manufacturing firms are experiencing a shortage of skilled production workers.⁴ Further, nearly on quarter of Indiana’s entire workforce is employed in manufacturing and logistics. The average income of those in the manufacturing industry is \$77, 092 compared to \$51, 820 for those employed outside of manufacturing, The local jobs market in manufacturing and manufacturing-related careers continue to rise. The chart below shows the broad current job need in the Elkhart-Goshen area with education level, average salary and demand for position over the next decade.

Position	Education Needed	Salary	Demand
Manufacturing Engineer	Bachelor’s	\$72, 980	8.44%
Manufacturing Sales	Bachelor’s	\$67,510	7.38%
Production Technician	Credential	\$63,900	4.91%

All figures from the Indiana department of Workforce Development

³ The Wall Street Journal; April 13, 2018

⁴ HireTech, Connexus Indiana

Goshen Community Schools stands ready to meet this local need for our economy by creating pathways in which students may earn credentials that are needed in area industries.

Programming

The Manufacturing Academy at Goshen High School will provide students with manufacturing technology and machine shop skills needed to enter the local job market. Students will also be able to take their skills and credentials earned to further their study at Ivy Tech Community College or other postsecondary institutions to complete two- and four-year degrees. Programming may also include training for incumbent workers.

Community Partners

The Goshen Community Schools has partnered with Horizon Education Alliance (HEA) to bring manufacturing training into our schools. HEA supports a network of businesses, schools and community stakeholders to develop pilot projects to design, test and adopt solutions to improve local education outcomes. HEA has been instrumental in this cross-sector partnership to provide local industries with the talent needed to fill exiting a future jobs. HEA has promoted, along with local industry leaders, the need to provide a work force with specific training to fill the number of skilled trade jobs. This training of new workers and retraining of the incumbent workforce provides the critical resource of trained labor that is needed to transform Goshen's industrial base from the manufacturing of yesterday to the Lean manufacturing that will be needed to strengthen and diversify Goshen's industrial base. The Goshen Community Schools will also rely heavily on the many manufacturers to provide students with meaningful internships as they transition from high school to the workforce.

Resources

In order to provide the training necessary to bolster our local economy, The Goshen Community Schools will need resources in personnel and equipment. Attracting and retaining teachers with the skills, training and certifications necessary to teach manufacturing classes is a challenge with most candidates with those perquisites finding more lucrative positions in industry. Goshen High School has found such a teacher with twenty plus years in the manufacturing sector.

In addition to personnel, Goshen High School will need to create and maintain a world-class manufacturing education facility. The Goshen Community Schools is investing in a renovation and update of its existing facilities to accommodate the new Manufacturing Academy. Along with the physical space, Goshen High School will need to invest in the same equipment used in local industries. The acquisition of such equipment is necessary to provide students and incumbent workers with the real world application of skills needed to enter the workforce. This equipment is also needed in order to test students and workers for certifications. A complete list of equipment needed is attached as an appendix. Please see the attached five-year budget.

RESOLUTION 02-2023

**Request to Authorize Execution of an Agreement with Roberts Environmental, LLC
for a Phase 1 Environmental Site Assessment (ESA) for 206 North Main Street**

WHEREAS this property is currently a privately owned parking lot. The current owners are offering the property to the City for use as a public parking lot.

WHEREAS the Phase 1 assessment will satisfy the due diligence obligation for the City prior to acquisition. Roberts Environmental provide a quote of \$1600.00

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

PASSED and ADOPTED on February 14, 2023

Brian Garber, President

Brianne Brenneman, Secretary

AGREEMENT

PHASE 1 – ENVIRONMENTAL SITE ASSESSMENT 206 NORTH MAIN STREET, GOSHEN, INDIANA

THIS AGREEMENT is entered into on _____, 2023, which is the last signature date set forth below, by and between **Roberts Environmental Services, LLC** (“Contractor”), whose mailing address is 2112 Carmen Court Goshen IN 46526 and **City of Goshen, Indiana**, a municipal corporation and political subdivision of the State of Indiana acting through the Goshen Redevelopment Commission (“City”).

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

Section 1. Contractor Duties

Roberts Environmental Services, LLC shall provide City the services for A Phase 1 Environmental Site Assessment, for the real property generally located at 206 North Main Street, Goshen, Indiana which services are more particularly described in Contractor’s January 17, 2023 proposal attached as Exhibit A (hereinafter referred to as “Duties”).

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

Contractor Duties under this agreement include:

- A. Review of environmental reports presented or made know prior to submission of proposal
- B. Review of reasonably obtainable historical information
- C. Review of selected regulatory databases
- D. Contact of local regulatory agencies
- E. Site visit
- F. Report Preparation

Section 2. Effective Date; Term

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

Section 3. Compensation

City agrees to compensate Roberts Environmental Services, LLC the lump sum of One Thousand Six Hundred Dollars (\$1,600.00) for performing all Duties.

Section 4. Payment

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

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

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

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

Section 5. Ownership of Documents

All documents, records, applications, plans, drawings, specifications, reports, and other materials, regardless of the medium in which they are fixed, (collectively "Documents") prepared by Contractor or Contractor's employees, agents or subcontractors under this agreement, shall become and remain the property of and may be used by City. Contractor may retain a copy of the Documents for its records, including electronic files, as instruments of professional service. The final documents prepared under this agreement shall become the property of City upon completion of the services and payment in full of all monies due to Contractor.

Section 6. Licensing/Certification Standards

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

Section 7. Independent Contractor

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

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

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

Section 8. Non-Discrimination

Contractor agrees to comply with all federal and Indiana civil rights laws, including, but not limited to Indiana Code 22-9-1-10. Contractor or any subcontractors, or any other person acting on behalf of Contractor or a subcontractor, shall not discriminate against any employee or applicant for employment to

be employed in the performance of this agreement, with respect to the employee's hire, tenure, terms, conditions, or privileges of employment or any other matter directly or indirectly related to employment, because of the employee's or applicant's race, religion, color, sex, disability, national origin, or ancestry. Breach of this covenant may be regarded as a material breach of contract.

Section 9. Employment Eligibility Verification

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

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

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

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

Section 10. Contracting with Relatives

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

Section 11. No Investment Activities in Iran

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

Section 12. Indemnification

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

Section 13. Insurance

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

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

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

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

Section 14. Force Majeure

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

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

Section 15. Default

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

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

similar services in any manner deemed proper by the City, and Contractor shall be liable to the City for any excess costs incurred.

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

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

Section 16. Termination

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

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

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

Section 17. Notice

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

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

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

Section 18. Subcontracting or Assignment

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

Section 19. Amendments

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

Section 20. Waiver of Rights

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

Section 21. Applicable Laws

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

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

Section 22. Miscellaneous

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

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

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

Section 23. Severability

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

Section 24. Binding Effect

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

Section 25. Entire Agreement

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

Section 26. Authority to Bind Contractor

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

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

City of Goshen, Indiana
Goshen Redevelopment Commission

Roberts Environmental Services, LLC

Becky Hutsell, Director of Redevelopment

Date Signed: _____

Printed: _____

Title: _____

Date Signed: _____

RESOLUTION NO. 03-2023

AMENDING DECLARATORY RESOLUTION OF THE
GOSHEN REDEVELOPMENT COMMISSION AMENDING
THE CONSOLIDATED RIVER RACE/US 33 ALLOCATION
AREA TO CREATE A NEW ALLOCATION AREA WITHIN
THE CONSOLIDATED RIVER RACE/US 33 ECONOMIC
DEVELOPMENT AREA AND AMENDING THE ECONOMIC
DEVELOPMENT PLAN

WHEREAS, the City of Goshen ("City") Redevelopment Commission ("Commission") has created, consolidated and enlarged the Consolidated River Race/US 33 Economic Development Area ("Area"), and designated two allocation areas within the Area, including the Consolidated River Race/US 33 Allocation Area ("Original Allocation Area") in accordance with IC 36-7-14-39 for the purpose of capturing real property taxes generated from the incremental assessed value of real property located in the Original Allocation Area ("Tax Increment"), and adopted an economic development plan, as amended (collectively, "Original Plan"), pursuant to Declaratory Resolution No. 02-2012 (as amended to date), as confirmed by Confirmatory Resolution No. 26-2012 (as amended to date), following statutory public hearings (collectively, "Area Resolution");

WHEREAS, there are no outstanding bond obligations payable from Tax Increment collected in the Original Allocation Area;

WHEREAS, the Commission now desires to amend the Area Resolution to: (i) remove Parcel No. 20-11-15-153-001.000-015 (commonly known and referred to as 620 East Douglas Street, Goshen, Indiana, 46526) from the Original Allocation Area ("Parcel"); (ii) designate the Parcel as a new tax allocation area to be identified as the 9th Street Corridor Allocation Area as set forth on the map attached hereto as Exhibit A; and (iii) add the hereinafter defined Projects to the Original Plan ("2023 Plan"); and

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

- (a) The amendments are reasonable and appropriate when considered in relation to the Area Resolution, the Original Plan and the purposes of IC 36-7-14; and
- (b) The Area Resolution and Original Plan, with the proposed amendments, conform 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) remove the Parcel from the Original Allocation Area in order to create a new allocation area; (ii) designate the Parcel as a new tax allocation area to be designated the "9th Street Corridor Allocation Area," as shown on Exhibit A attached hereto; and (iii) add the Projects to the 2023 Plan.

Section 2. The Commission finds that the construction of the Projects as set forth on Exhibit B attached hereto to facilitate the development of approximately 138 multi-family housing units, together with all necessary appurtenances, related improvements and equipment, will further the Original Plan, as amended; that the Projects will be located in or physically connected to the Area and provide a substantial economic benefit to the Area, the 9th Street Corridor Allocation Area and the residents of the City by creating needed multi-family residential housing due to the current housing shortage in the Area and offering twenty (20%) percent of the housing units to first responders, health care workers and teachers (collectively, "Essential Workers"); therefore, it will be of public utility and benefit to amend the Area Resolution and the Original Plan to include the Projects. The Commission further finds that the public health and welfare will be benefited by the amendments to the Area Resolution, Original Plan and the implementation of the 2023 Plan through providing much needed housing to address the housing shortage and providing housing to Essential Workers.

Section 3. 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, the Original Plan and the economic development purposes set forth in IC 36-7-14. The Commission finds that the creation of the 9th Street Allocation Area and the adoption of the 2023 Plan conform to the comprehensive plan for the City.

Section 4. The Original Allocation Area shall maintain its original base assessment date and the 9th Street Allocation Area shall have a base assessment date of January 1, 2023.

Section 5. The allocation provisions in effect when the Original Allocation Area was designated as a part of the Area shall continue to apply to the Original Allocation Area.

Section 6. This paragraph shall be considered the allocation provision for the 9th Street Corridor Allocation Area for purposes of IC 36-7-14-39. The Parcel shall constitute an allocation area as defined in IC 36-7-14-39, separate and apart from the Original Allocation Area designated the 9th Street Corridor Allocation Area. 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 9th Street Corridor 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 in the 9th Street Corridor Allocation Area.

Section 7. The presiding officer of the Commission is hereby authorized and directed to submit this resolution to the Goshen Plan Commission ("Plan Commission") for its approval. The Commission further directs the presiding officer to submit this resolution and the approving order of the Plan Commission to the Common Council for its approval of the amendments to the Area Resolution and the Original Plan.

Section 8. The Commission also directs the presiding officer, 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 Projects and the amendments to the Original Allocation Area, and will determine the public utility and benefit of the proposed amendments to the Original Area, Original Allocation Area and Original Plan. Copies of the notice must also be filed with the officer authorized to fix budgets, tax rates and tax levies under IC 6-1.1-17-8 for each taxing unit that is either wholly or partly located within the proposed 9th Street Corridor Allocation Area.

Section 9. The Commission also directs the presiding officer to prepare or cause to be prepared a statement disclosing the impact of the creation of the 9th Street Corridor Allocation Area, including the following:

(a) The estimated economic benefits and costs incurred by the 9th Street Corridor Allocation Area, as measured by increased employment and anticipated growth of real property, personal property and inventory assessed values; and

(b) The anticipated impact on taxes revenues of each taxing unit that is either wholly or partly located within the 9th Street Corridor 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 8 of this resolution.

Section 10. The Commission hereby finds that the creation of the 9th Street Corridor Allocation Area will reasonably result in new property taxes that would not have been generated without this new allocation provision because the incentive needed for the construction of the Projects is essential to the development of multi-family residential housing to alleviate the housing shortage in the Original Area and the 9th Street Corridor Allocation Area, and growth of the Original Area and the 9th Street Corridor Allocation Area will result in new property taxes through the capture of increases in real property taxes to be generated by the proposed development.

Section 11. The Commission hereby finds that the initial estimated costs of the Projects to be partially funded by the Commission through the use of Tax Increment from the 9th Street Corridor Allocation Area are approximately \$6,250,000.

Section 12. The Commission hereby finds that all property in the 9th Street Corridor Allocation Area will positively benefit from the 2023 Plan.

Section 13. The Commission further directs the presiding officer to submit this resolution to the Common Council for its approval of the amendments to the Area Resolution and Original Plan.

Section 14. In all other respects, the Area Resolution, the Original Plan and actions of the Commission consistent with this resolution are hereby ratified and confirmed.

Section 15. This resolution shall be effective upon passage.

Adopted at a meeting of the Commission held February 14, 2023, in Goshen, Indiana.

GOSHEN REDEVELOPMENT COMMISSION

President

Vice President

Secretary

Member

Member

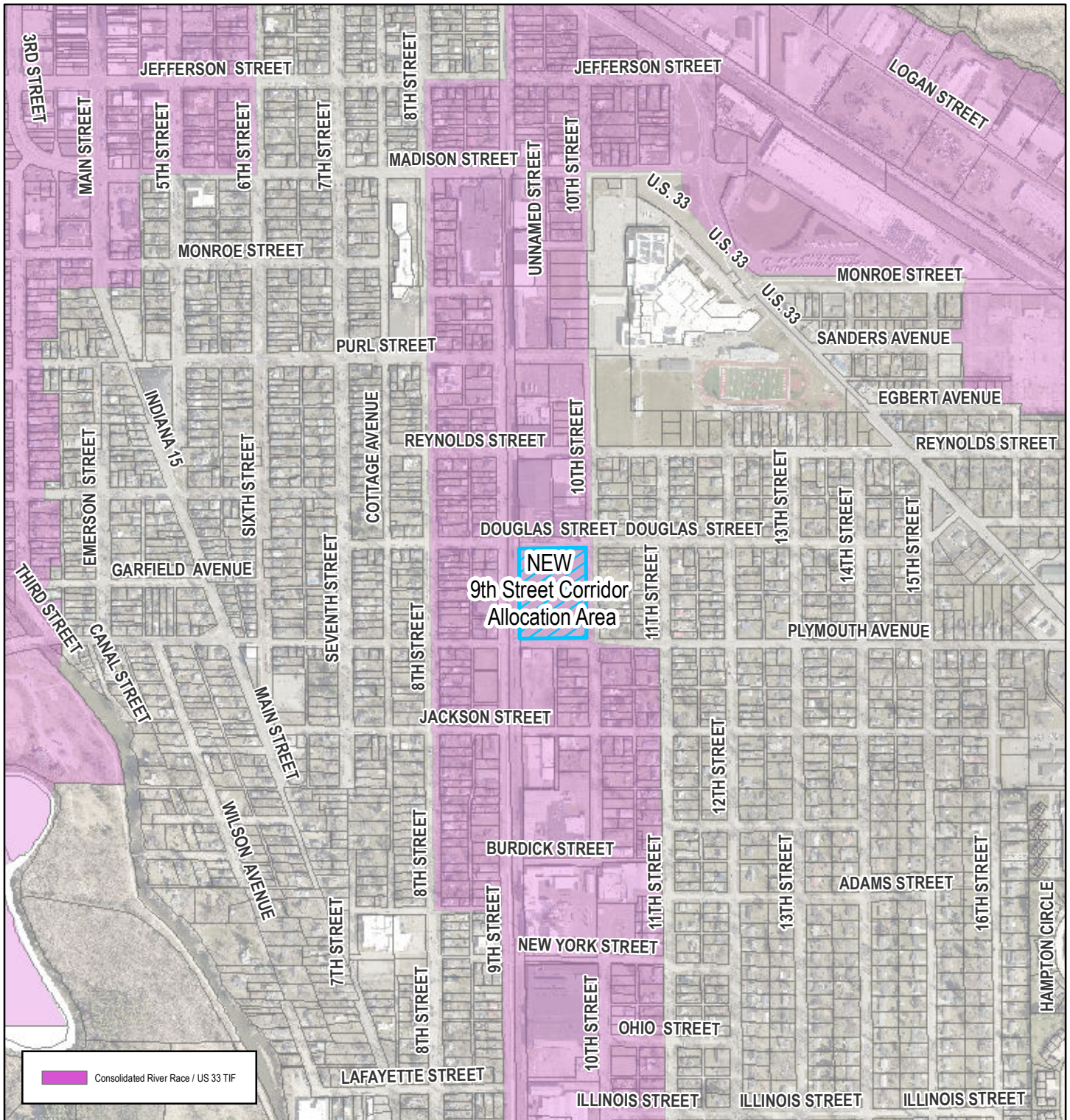
ATTEST:

Secretary

EXHIBIT A

Map of Consolidated River Race/US 33 Economic Development Area
And 9th Street Corridor Allocation Area

(Attached)



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.

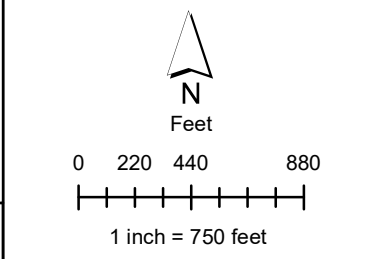


Exhibit A
Map of a portion of the Consolidated River Race/US 33 Economic Development Area
and Proposed 9th Street Corridor Allocation Area
February 2023

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

The Projects consist of the following:

- Public Infrastructure; and
- Stormwater retention/detention facilities, including but not limited to in ground and underground facilities, permeable hard surfaces and landscaping to manage stormwater on site; and
- Demolition; and
- Environmental remediation; and
- Water main installation, including but not limited to connection to the existing public water main and service lines to the residential and commercial units within the Project;
- Sewer main installation, including but not limited to connection to the existing public sewer main and service lines to the residential and commercial units within the Project; and
- Sidewalk construction, including but not limited to construction of all sidewalks within the Project as approved and agreed to by the Developer; and
- Roadway improvements and construction, including but not limited to construction of all roadway improvements required by City departments and agreed to in writing by the Developer prior to such improvements being undertaken for the adjacent public roadways, including entrances into the Project, roadway and parking improvements within the Project and repair and restoration of roadways following any utility work required for the Project; and
- Construction of footers and building slabs associated with the Project; and
- Installation of all underground plumbing associated with the Project; and
- Installation of all underground water and sewer lines associated with the Project; and
- Installation of underground electrical services associated with the Project.



**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

TO: Redevelopment Commission

FROM: Becky Hutsell, Redevelopment Director

RE: Resolution 03-2023 – Amending Declaratory Resolution of the Goshen Redevelopment Commission Amending the Consolidated River Race/US 33 Allocation Area to Create a New Allocation Area within the Consolidated River Race/US 33 Economic Development Area and Amending the Economic Development Plan

DATE: February 14, 2023

Resolution 03-2023 is the first step in carving the former Western Rubber parcel out of the Consolidated River Race/US 33 TIF and establishing it as its own allocation area. This action is being taken to satisfy the RDC and City's obligation with the Economic Development Agreement that was executed with AP Development/Ariel Cycleworks, LLC to allow for a new multi-unit residential development for this property. The new allocation area will be titled the 9th Street Corridor Allocation Area, if approved.

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 NO. 04-2023

RESOLUTION CONFIRMING THE RESOLUTION OF THE GOSHEN REDEVELOPMENT COMMISSION ADOPTED ON DECEMBER 13, 2022, ENTITLED "AMENDING DECLARATORY RESOLUTION OF THE GOSHEN REDEVELOPMENT COMMISSION CREATING A NEW HOUSING ALLOCATION AREA WITHIN THE SOUTHEAST ECONOMIC DEVELOPMENT AREA AND HOUSING PROGRAM"

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, on December 13, 2022, the Commission adopted a resolution amending the Area Resolution ("Amending Declaratory Resolution");

WHEREAS, the Commission amended the Area Resolution to: (i) reduce the Original Allocation Area by removing the area identified on the map in Exhibit A attached thereto 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 ("Housing Allocation Area"); and (ii) pursuant to IC 36-7-14-53 through -56, approve the residential Housing Program attached thereto 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, 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 Housing Allocation Area shall have a base assessment date of January 1, 2023;

WHEREAS, the Commission submitted the Amending Declaratory Resolution and supporting data to the Goshen Plan Commission ("Plan Commission") and the Plan Commission has issued its written order approving the Amending Declaratory Resolution and the Housing Program;

WHEREAS, the Common Council, by resolution adopted January 9, 2023, approved the order of the Plan Commission;

WHEREAS, the Commission published notice of the adoption and content of the Amending Declaratory Resolution in the *Goshen News*, which notice also gave notice of a hearing on the proposed amendments to be held by the Commission;

WHEREAS, the notice described in the preceding paragraph was also filed in the office of the Plan Commission and any other departments, bodies or offices having to do with City planning, variances from zoning ordinances, land use or the issuance of building permits; and

WHEREAS, copies of the notice were also filed on or before December 30, 2022, with the officer authorized to fix budgets, tax rates and tax levies under IC 6-1.1-17-5 for each taxing unit that is either wholly or partly located within the proposed Housing Allocation Area, together with a statement disclosing the impact of the Housing Allocation Area, including the following:

(A) The estimated economic benefits and costs incurred by the Housing Allocation Area, 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 Housing Allocation Area; and

WHEREAS, the Commission on January 10, 2022, conducted a public hearing at which the Commission heard all persons interested in the proceedings and considered all written remonstrances and objections that were filed;

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

Section 1. The Commission has considered the evidence presented and now finds and determines that it will be of public utility and benefit and will benefit the public health and welfare of the citizens of the City to amend the Declaratory Resolution and Plan as set forth in the Amending Declaratory Resolution.

Section 2. The Amending Declaratory Resolution and the Housing Program approved by the Commission on December 13, 2022, copies of which are attached hereto and incorporated herein, are hereby confirmed.

Section 3. The Secretary is instructed to submit this resolution to the Common Council for approval of the amendment to the Original Area and the establishment of the Housing Allocation Area.

Section 4. The Amending Declaratory Resolution and the Housing Program, as confirmed, shall be attached to and incorporated in this resolution. The Secretary is hereby directed to record this resolution with the Elkhart County Recorder and provide a record stamped copy to the Elkhart County Auditor within thirty (30) days of the date set forth below.

Section 5. This resolution is effective upon passage.

Adopted at a meeting of the Goshen Redevelopment Commission held on this 14th day of February, 2023, in Goshen, Indiana.

GOSHEN REDEVELOPMENT COMMISSION

President

Vice-President

Secretary

Member

Member

ATTEST:

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

Brian Garbes
President

Chelsea Johnson
Vice President

Bu Bu
Secretary

[Signature]
Member

Absent
Member

Attest:

Bu Bu
Secretary

EXHIBIT A

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

(Attached)

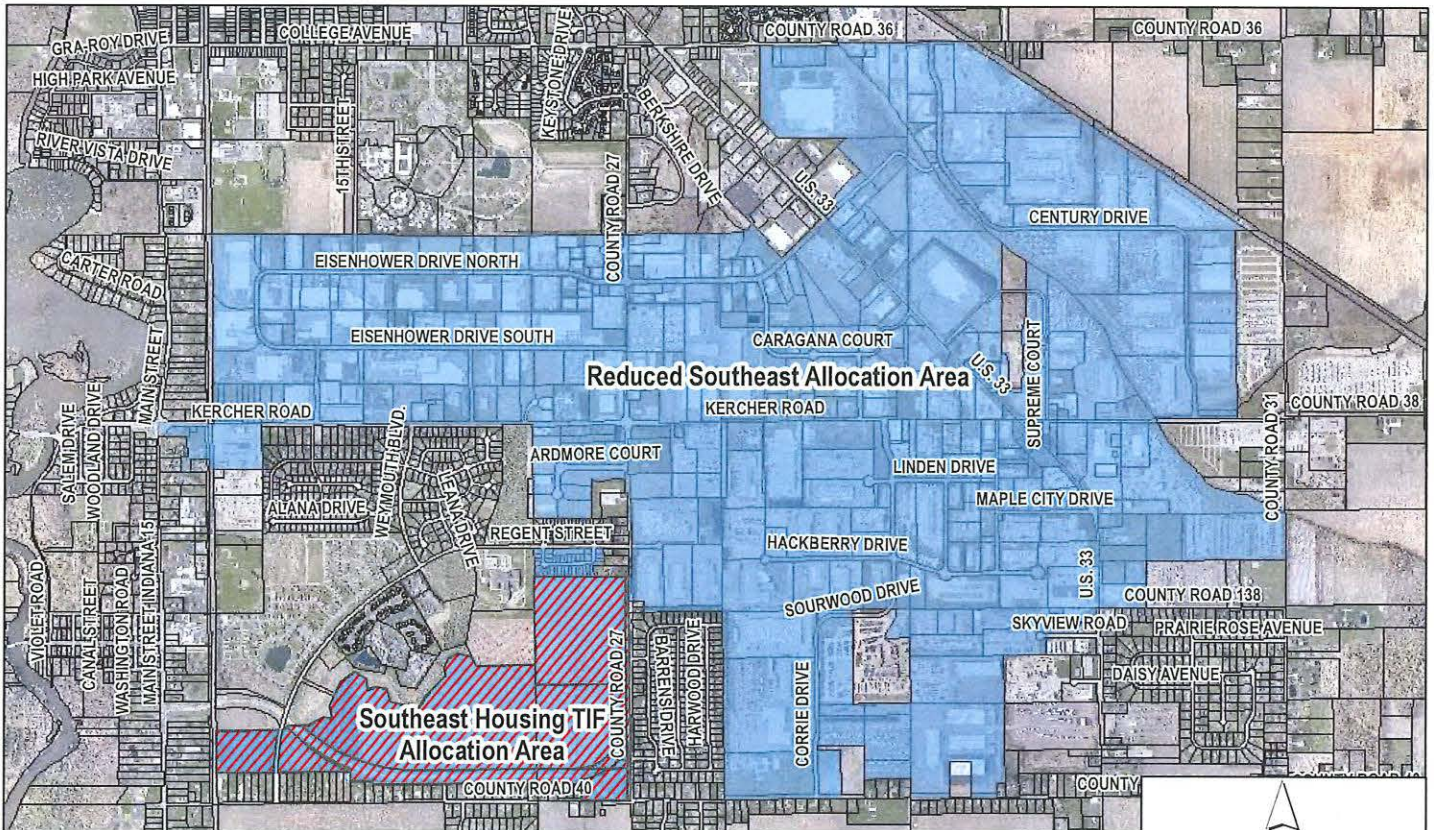
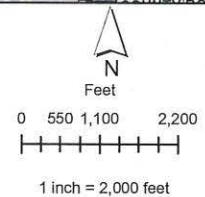


Exhibit A
Reduced Southeast Allocation Area & New Southeast Housing TIF Allocation Area

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

TO: Redevelopment Commission

FROM: Becky Hutsell, Redevelopment Director

RE: Resolution 04-2023 – Resolution confirming the Resolution of the Goshen Redevelopment Commission Adopted on December 13, 2022, entitled “Amending Declaratory Resolution of the Goshen Redevelopment Commission Creating a New Housing Allocation Area within the Southeast Economic Development Area and Housing Program”

DATE: February 14, 2023

Resolution 04-2023 is the final RDC resolution that confirms the removal of parcels previously included in the Consolidated Southeast TIF and establishment of them as a new Southeast Residential Allocation Area. The resolution details the processes that have been completed to date, documenting the fact that all appropriate steps have been taken. There will be one additional action taken at the March 6th City Council meeting to officially establish the new TIF. Once this last approval is granted, this confirmatory resolution will be recorded at the Office of the Elkhart County Recorder.

We’re requesting the Commission’s passage of Resolution 04-2023.

RESOLUTION 05-2023

Authorization to Execute Contract for Right-of-Way Services with American Structurepoint for College Avenue Reconstruction Phase 1

WHEREAS city staff have negotiated with American Structurepoint for right-of-way services for the reconstruction of College Avenue from US33 to the Norfolk-Southern Chicago Line.

WHEREAS the maximum payable amount for the contract shall not exceed \$252,225. The City is responsible for 20% of the contract amount, or \$50,445.

NOW, THEREFORE, BE IT RESOLVED that Becky Hutsell, Redevelopment Director is authorized to execute the Contract with American Structurepoint for Right-of-Way Services on behalf of the City of Goshen and Goshen Redevelopment Commission.

PASSED and ADOPTED on February 14, 2023

Brian Garber, President

Brianne Brenneman, 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: **COLLEGE AVE – PH I (US 33 TO N-S RAILROAD) - DES. NO. 1900739
PERMISSION TO EXECUTE RIGHT-OF-WAY SERVICES CONTRACT
PN: 2019-0022**

DATE: February 14, 2023

City staff have negotiated with American Structurepoint, the selected consulting firm, for right-of-way professional services for the Reconstruction of College Ave from US 33 to the Norfolk-Southern Chicago Line. The maximum payable amount for the LPA-Consulting Contract shall not exceed \$252,225. The City of Goshen is responsible for 20% of the contract amount, or \$50,445.

At this time, we are requesting the Redevelopment Commission's approval to execute the contract with American Structurepoint for the right-of-way services for the College Ave Ph. I project (PN 2019-0022).

Thank you for your consideration of this request.

LPA - CONSULTING CONTRACT

This Contract (“this Contract”) is made and entered into effective as of _____, 20____ (“Effective Date”) by and between City of Goshen Redevelopment Commission, acting by and through its proper officials (“LOCAL PUBLIC AGENCY” or “LPA”), and American Structurepoint, Inc. (“the CONSULTANT”), a corporation organized under the laws of the State of Indiana.

Des. No.: 1900739

Project Description: Right of Way Services - College Avenue Phase I (from US33 to Century Drive)

RECITALS

WHEREAS, the LPA has entered into an agreement to utilize federal monies with the Indiana Department of Transportation (“INDOT”) for a transportation or transportation enhancement project (“the Project”), which Project Coordination Contract is herein attached as Attachment 1 and incorporated as reference; and

WHEREAS, the LPA wishes to hire the CONSULTANT to provide services toward the Project completion more fully described in Appendix “A” attached hereto (“Services”);

WHEREAS, the CONSULTANT has extensive experience, knowledge and expertise relating to these Services; and

WHEREAS, the CONSULTANT has expressed a willingness to furnish the Services in connection therewith.

NOW, THEREFORE, in consideration of the following mutual covenants, the parties hereto mutually covenant and agree as follows:

The “Recitals” above are hereby made an integral part and specifically incorporated into this Contract.

SECTION I SERVICES BY CONSULTANT. The CONSULTANT will provide the Services and deliverables described in Appendix “A” which is herein attached to and made an integral part of this Contract.

SECTION II INFORMATION AND SERVICES TO BE FURNISHED BY THE LPA. The information and services to be furnished by the LPA are set out in Appendix “B” which is herein attached to and made an integral part of this Contract.

SECTION III TERM. The term of this Contract shall be from the date of the last signature affixed to this Contract to the completion of the construction contract which is estimated to be January 1st, 2027. A schedule for completion of the Services and deliverables is set forth in Appendix “C” which is herein attached to and made an integral part of this Contract.

SECTION IV COMPENSATION. The LPA shall pay the CONSULTANT for the Services performed under this Contract as set forth in Appendix “D” which is herein attached to and made an integral part of this Contract. The maximum amount payable under this Contract shall not exceed **\$252,225.00**.

SECTION V NOTICE TO PROCEED AND SCHEDULE. The CONSULTANT shall begin the work to be performed under this Contract only upon receipt of the written notice to proceed from the LPA, and shall deliver the work to the LPA in accordance with the schedule contained in Appendix “C” which is herein attached to and made an integral part of this Contract.

SECTION VI GENERAL PROVISIONS

1. **Access to Records.** The CONSULTANT and any SUB-CONSULTANTS 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 the LPA, INDOT and/or the Federal Highway Administration (“FHWA”) or its authorized representative, and copies thereof shall be furnished free of charge, if requested by the LPA, INDOT, and/or FHWA. The CONSULTANT agrees that, upon request by any agency participating in federally-assisted programs with whom the CONSULTANT has contracted or seeks to contract, the CONSULTANT may release or make available to the agency any working papers from an audit performed by the LPA, INDOT and/or FHWA of the CONSULTANT and its SUB-CONSULTANTS 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.

2. **Assignment; Successors.**
 - A. The CONSULTANT binds its successors and assignees to all the terms and conditions of this Contract. The CONSULTANT shall not assign or subcontract the whole or any part of this Contract without the LPA’s prior written consent, except that the CONSULTANT may assign its right to receive payments to such third parties as the CONSULTANT may desire without the prior written consent of the LPA, provided that the CONSULTANT gives written notice (including evidence of such assignment) to the LPA thirty (30) days in advance of any payment so assigned. The assignment shall cover all unpaid amounts under this Contract and shall not be made to more than one party.

 - B. Any substitution of SUB-CONSULTANTS must first be approved and receive written authorization from the LPA. Any substitution or termination of a Disadvantaged Business Enterprise (“DBE”) SUB-CONSULTANT must first be approved and receive written authorization from the LPA and INDOT’s Economic Opportunity Division Director.

3. **Audit.** The CONSULTANT 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 48 CFR part 31 and audit guidelines specified by the State and/or in accordance with audit requirements specified elsewhere in this Contract.

4. **Authority to Bind Consultant.** The CONSULTANT warrants that it has the necessary authority to enter into this Contract. The signatory for the CONSULTANT represents that he/she has been duly authorized to execute this Contract on behalf of the CONSULTANT and has obtained all necessary or applicable approval to make this Contract fully binding upon the CONSULTANT when his/her signature is affixed hereto.

5. **Certification for Federal-Aid Contracts Lobbying Activities.**
 - A. The CONSULTANT certifies, by signing and submitting this Contract, to the best of its knowledge and belief after diligent inquiry, and other than as disclosed in writing to the LPA prior to or contemporaneously with the execution and delivery of this Contract by the CONSULTANT, the CONSULTANT has complied with Section 1352, Title 31, U.S. Code, and specifically, that:
 - i. No federal appropriated funds have been paid, or will be paid, by or on behalf of the CONSULTANT 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 contracts, 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 contract, grant, loan, or cooperative agreement.

- ii. 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 Contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

- B. The CONSULTANT 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. **Changes in Work.** The CONSULTANT shall not commence any additional work or change the scope of the work until authorized in writing by the LPA. The CONSULTANT shall make no claim for additional compensation or time in the absence of a prior written approval and amendment executed by all signatories hereto. This Contract may be amended, supplemented or modified only by a written document executed in the same manner as this Contract. The CONSULTANT acknowledges that no claim for additional compensation or time may be made by implication, oral agreements, actions, inaction, or course of conduct.

7. **Compliance with Laws.**

- A. The CONSULTANT 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. If the CONSULTANT violates such rules, laws, regulations and ordinances, the CONSULTANT shall assume full responsibility for such violations and shall bear any and all costs attributable to the original performance of any correction of such acts. The enactment of any state or federal statute, or the promulgation of regulations thereunder, after execution of this Contract, shall be reviewed by the LPA and the CONSULTANT to determine whether formal modifications are required to the provisions of this Contract.
- B. The CONSULTANT represents to the LPA that, to the best of the CONSULTANT'S knowledge and belief after diligent inquiry and other than as disclosed in writing to the LPA prior to or contemporaneously with the execution and delivery of this Contract by the CONSULTANT:
 - i. *State of Indiana Actions.* The CONSULTANT has no current or outstanding criminal, civil, or enforcement actions initiated by the State of Indiana pending, and agrees that it will immediately notify the LPA of any such actions. During the term of such actions, CONSULTANT agrees that the LPA may delay, withhold, or deny work under any supplement or amendment, change order or other contractual device issued pursuant to this Contract.
 - ii. *Professional Licensing Standards.* The CONSULTANT, its employees and SUBCONSULTANTS have complied with and shall continue to comply with all applicable licensing standards, certification standards, accrediting standards and any other laws, rules or regulations governing services to be provided by the CONSULTANT pursuant to this Contract.

- iii. *Work Specific Standards.* The CONSULTANT and its SUB-CONSULTANTS, if any, have obtained, will obtain and/or will maintain all required permits, licenses, registrations and approvals, as well as comply with all health, safety, and environmental statutes, rules, or regulations in the performance of work activities for the LPA.
 - iv. *Secretary of State Registration.* If the CONSULTANT is an entity described in IC Title 23, it is properly registered and owes no outstanding reports with the Indiana Secretary of State.
 - v. *Debarment and Suspension of CONSULTANT.* Neither the CONSULTANT nor its principals 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 and will immediately notify the LPA of any such actions. 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 CONSULTANT or who has managerial or supervisory responsibilities for the Services.
 - vi. *Debarment and Suspension of any SUB-CONSULTANTS.* The CONSULTANT’s SUB-CONSULTANTS are not 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. The CONSULTANT shall be solely responsible for any recoupment, penalties or costs that might arise from the use of a suspended or debarred SUBCONSULTANT. The CONSULTANT shall immediately notify the LPA and INDOT if any SUB-CONSULTANT becomes debarred or suspended, and shall, at the LPA’s request, take all steps required by the LPA to terminate its contractual relationship with the SUB-CONSULTANT for work to be performed under this Contract.
- C. *Violations.* In addition to any other remedies at law or in equity, upon CONSULTANT’S violation of any of Section 7(A) through 7(B), the LPA may, at its sole discretion, do any one or more of the following:
- i. terminate this Contract; or
 - ii. delay, withhold, or deny work under any supplement or amendment, change order or other contractual device issued pursuant to this Contract.
- D. *Disputes.* If a dispute exists as to the CONSULTANT’s liability or guilt in any action initiated by the LPA, and the LPA decides to delay, withhold, or deny work to the CONSULTANT, the CONSULTANT may request that it be allowed to continue, or receive work, without delay. The CONSULTANT must submit, in writing, a request for review to the LPA. A determination by the LPA under this Section 7.D shall be final and binding on the parties and not subject to administrative review. Any payments the LPA may delay, withhold, deny, or apply under this section shall not be subject to penalty or interest under IC 5-17-5.
8. **Condition of Payment.** The CONSULTANT must perform all Services under this Contract to the LPA’s reasonable satisfaction, as determined at the discretion of the LPA and in accordance with all applicable federal, state, local laws, ordinances, rules, and regulations. The LPA will not pay for work not performed to the LPA’s reasonable satisfaction, inconsistent with this Contract or performed in violation of federal, state, or local law (collectively, “deficiencies”) until all deficiencies are remedied in a timely manner.

9. Confidentiality of LPA Information.

- A. The CONSULTANT understands and agrees that data, materials, and information disclosed to the CONSULTANT may contain confidential and protected information. Therefore, the CONSULTANT covenants that data, material, and information gathered, based upon or disclosed to the CONSULTANT for the purpose of this Contract, will not be disclosed to others or discussed with third parties without the LPA's prior written consent.
- B. The parties acknowledge that the Services to be performed by the CONSULTANT for the LPA under this Contract may require or allow access to data, materials, and information containing Social Security numbers and maintained by the LPA in its computer system or other records. In addition to the covenant made above in this section and pursuant to 10 IAC 5-3-1(4), the CONSULTANT and the LPA agree to comply with the provisions of IC 4-1-10 and IC 4-1-11. If any Social Security number(s) is/are disclosed by the CONSULTANT, the CONSULTANT agrees to pay the cost of the notice of disclosure of a breach of the security of the system in addition to any other claims and expenses for which it is liable under the terms of this Contract.

- 10. Delays and Extensions.** The CONSULTANT agrees that no charges or claim for damages shall be made by it for any minor delays from any cause whatsoever during the progress of any portion of the Services specified in this Contract. Such delays, if any, shall be compensated for by an extension of time for such period as may be determined by the LPA subject to the CONSULTANT's approval, it being understood, however, that permitting the CONSULTANT to proceed to complete any services, or any part of them after the date to which the time of completion may have been extended, shall in no way operate as a waiver on the part of the LPA of any of its rights herein. In the event of substantial delays or extensions, or change of any kind, not caused by the CONSULTANT, which causes a material change in scope, character or complexity of work the CONSULTANT is to perform under this Contract, the LPA at its sole discretion shall determine any adjustments in compensation and in the schedule for completion of the Services. CONSULTANT must notify the LPA in writing of a material change in the work immediately after the CONSULTANT first recognizes the material change.

11. DBE Requirements.

- A. Notice is hereby given to the CONSULTANT and any SUB-CONSULTANT, and both agree, 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 and failure to promptly cure such breach, may result in termination of this Contract or such remedy as INDOT deems appropriate. The referenced section requires the following assurance to be included in all subsequent contracts between the CONSULTANT and any SUB-CONSULTANT:

The CONSULTANT, sub recipient or SUB-CONSULTANT shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The CONSULTANT shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the CONSULTANT 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.

- B. The CONSULTANT shall make good faith efforts to achieve the DBE percentage goal that may be included as part of this Contract with the approved DBE SUB-CONSULTANTS identified on its Affirmative Action Certification submitted with its Letter of Interest, or with approved amendments. Any changes to a DBE firm listed in the Affirmative Action Certification must be requested in writing and receive prior approval by the LPA and INDOT's Economic Opportunity Division Director. After this Contract is completed and if a DBE SUB-CONSULTANT has performed services thereon, the CONSULTANT must complete, and return, a Disadvantaged Business Enterprise Utilization Affidavit ("DBE-3 Form") to INDOT's

Economic Opportunity Division Director. The DBE-3 Form requires certification by the CONSULTANT AND DBE SUB-CONSULTANT that the committed contract amounts have been paid and received.

12. Non-Discrimination.

- A. Pursuant to I.C. 22-9-1-10, the Civil Rights Act of 1964, and the Americans with Disabilities Act, the CONSULTANT shall not discriminate against any employee or applicant for employment, to be employed in the performance of work under this Contract, with respect to hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of race, color, religion, sex, disability, national origin, ancestry or status as a veteran. Breach of this covenant may be regarded as a material breach of this Contract. Acceptance of this Contract also signifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination in the provision of services based on race, color, national origin, age, sex, disability or status as a veteran.
- B. The CONSULTANT understands that the LPA is a recipient of federal funds. Pursuant to that understanding, the CONSULTANT agrees that if the CONSULTANT employs fifty (50) or more employees and does at least \$50,000.00 worth of business with the State and is not exempt, the CONSULTANT will comply with the affirmative action reporting requirements of 41 CFR 60-1.7. The CONSULTANT 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 Title VI enforcement shall include the following additional grounds: sex, ancestry, age, income status, religion and disability.)

- C. The CONSULTANT shall not discriminate in its selection and retention of contractors, including without limitation, those services retained for, or incidental to, construction, planning, research, engineering, property management, and fee contracts and other commitments with persons for services and expenses incidental to the acquisitions of right-of-way.
- D. The CONSULTANT shall not modify the Project in such a manner as to require, on the basis of race, color or national origin, the relocation of any persons. (INDOT's Title VI enforcement will include the following additional grounds; sex, ancestry, age, income status, religion and disability).
- E. The CONSULTANT shall not modify the Project in such a manner as to deny reasonable access to and use thereof to any persons on the basis of race, color or national origin. (INDOT's Title VI enforcement will include the following additional grounds; sex, ancestry, age, income status, religion and disability.)
- F. The CONSULTANT shall neither allow discrimination by contractors in their selection and retention of subcontractors, lessors and/or material suppliers, nor allow discrimination by their subcontractors in their selection of subcontractors, lessors or material suppliers, who participate in construction, right-of-way clearance and related projects.

- G. The CONSULTANT shall take appropriate actions to correct any deficiency determined by itself and/or the Federal Highway Administration (“FHWA”) within a reasonable time period, not to exceed ninety (90) days, in order to implement Title VI compliance in accordance with INDOT’s assurances and guidelines.
- H. During the performance of this Contract, the CONSULTANT, for itself, its assignees and successors in interest (hereinafter referred to as the "CONSULTANT") agrees as follows:
- (1) Compliance with Regulations: The CONSULTANT shall comply with the Regulation relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, 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.
 - (2) Nondiscrimination: The CONSULTANT, with regard to the work performed by it during the Contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
 - (3) Solicitations for SUBCONSULTANTS, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the CONSULTANT for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential SUBCONSULTANT or supplier shall be notified by the CONSULTANT of the CONSULTANT’S obligations under this Contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
 - (4) Information and Reports: The CONSULTANT 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 LPA or INDOT to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information the CONSULTANT shall so certify to the LPA, or INDOT as appropriate, and shall set forth what efforts it has made to obtain the information.
 - (5) Sanctions for Noncompliance: In the event of the CONSULTANT’S noncompliance with the nondiscrimination provisions of this contract, the LPA shall impose such contract sanctions as it or INDOT may determine to be appropriate, including, but not limited to:
 - (a) withholding of payments to the CONSULTANT under the Contract until the CONSULTANT complies, and/or
 - (b) cancellation, termination or suspension of the Contract, in whole or in part.
 - (6) Incorporation of Provisions: The CONSULTANT shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

The CONSULTANT shall take such action with respect to any SUBCONSULTANT procurement as the LPA or INDOT may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that, in the event a CONSULTANT becomes involved in, or is threatened with, litigation with a SUBCONSULTANT or supplier as a result of such direction, the CONSULTANT may request the LPA to enter into such litigation to protect the interests of the LPA, and, in addition, the CONSULTANT may request the United States to enter into such litigation to protect the interests of the United States.

13. Disputes.

- A. Should any disputes arise with respect to this Contract, the CONSULTANT and the LPA agree to act promptly and in good faith to resolve such disputes in accordance with this Section 13. Time is of the essence in the resolution of disputes.
- B. The CONSULTANT agrees that the existence of a dispute notwithstanding, it will continue without delay to carry out all of its responsibilities under this Contract that are not affected by the dispute. Should the CONSULTANT fail to continue to perform its responsibilities regarding all non-disputed work, without delay, any additional costs (including reasonable attorneys' fees and expenses) incurred by the LPA or the CONSULTANT as a result of such failure to proceed shall be borne by the CONSULTANT.
- C. If a party to this Contract is not satisfied with the progress toward resolving a dispute, the party must notify the other party of this dissatisfaction in writing. Upon written notice, the parties have ten (10) business days, unless the parties mutually agree in writing to extend this period, following the written notification to resolve the dispute. If the dispute is not resolved within ten (10) business days, a dissatisfied party may submit the dispute in writing to initiate negotiations to resolve the dispute. The LPA may withhold payments on disputed items pending resolution of the dispute.

14. Drug-Free Workplace Certification.

- A. The CONSULTANT hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace, and that it will give written notice to the LPA within ten (10) days after receiving actual notice that an employee of the CONSULTANT in the State of Indiana has been convicted of a criminal drug violation occurring in the CONSULTANT's workplace. False certification or violation of the 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 LPA.
- B. The CONSULTANT certifies and agrees that it will provide a drug-free workplace by:
 - i. Publishing and providing to all of its employees a statement notifying their employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the CONSULTANT's workplace and specifying the actions that will be taken against employees for violations of such prohibition;
 - ii. Establishing a drug-free awareness program to inform its employees of (1) the dangers of drug abuse in the workplace; (2) the CONSULTANT'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;

- iii. Notifying all employees in the statement required by subparagraph 14.B.i above that as a condition of continued employment, the employee will (1) abide by the terms of the statement; and (2) notify the CONSULTANT of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;
- iv. Notifying in writing the LPA within ten (10) days after receiving notice from an employee under subdivision 14.B.iii(2) above, or otherwise receiving actual notice of such conviction;
- v. Within thirty (30) days after receiving notice under subdivision 14.B.iii(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) take appropriate personnel action against the employee, up to and including termination; or (2) require 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
- vi. Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs 14.B.i. through 14.B.v. above.

15. **Employment Eligibility Verification.** The CONSULTANT affirms under the penalties of perjury that he/she/it does not knowingly employ an unauthorized alien.

The CONSULTANT shall enroll in and verify the work eligibility status of all his/her/its newly hired employees through the E-Verify program as defined in IC 22-5-1.7-3. The CONSULTANT is not required to participate should the E-Verify program cease to exist. Additionally, the CONSULTANT is not required to participate if the CONSULTANT is self-employed and does not employ any employees.

The CONSULTANT shall not knowingly employ or contract with an unauthorized alien. The CONSULTANT shall not retain an employee or contract with a person that the CONSULTANT subsequently learns is an unauthorized alien.

The CONSULTANT shall require his/her/its subcontractors, who perform work under this Contract, to certify to the CONSULTANT that the SUB-CONSULTANT does not knowingly employ or contract with an unauthorized alien and that the SUB-CONSULTANT has enrolled and is participating in the E-Verify program. The CONSULTANT agrees to maintain this certification throughout the duration of the term of a contract with a SUB-CONSULTANT.

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

16. **Force Majeure.** In the event that either party is unable to perform any of its obligations under this Contract or to enjoy any of its benefits because of fire, natural disaster, acts of God, acts of war, terrorism, civil disorders, decrees of governmental bodies, strikes, lockouts, labor or supply disruptions or similar causes beyond the reasonable control of the affected party (hereinafter referred to as a Force Majeure Event), the party who has been so affected shall immediately give written notice to the other party of the occurrence of the Force Majeure Event (with a description in reasonable detail of the circumstances causing such Event) and shall do everything reasonably possible to resume performance. Upon receipt of such written notice, all obligations under this Contract shall be immediately suspended for as long as such Force Majeure Event continues and provided that the affected party continues to use commercially reasonable efforts to recommence performance whenever and to whatever extent possible without delay. If the period of nonperformance exceeds thirty (30) days from the receipt of written 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.

17. **Governing Laws.** This Contract shall be construed in accordance with and governed by the laws of the State of Indiana and the suit, if any, must be brought in the State of Indiana. The CONSULTANT consents to the jurisdiction of and to venue in any court of competent jurisdiction in the State of Indiana.
18. **Liability.** If the CONSULTANT or any of its SUB-CONSULTANTS fail to comply with any federal requirement which results in the LPA's repayment of federal funds to INDOT the CONSULTANT shall be responsible to the LPA, for repayment of such costs to the extent such costs are caused by the CONSULTANT and/or its SUB-CONSULTANTS.
19. **Indemnification.** The CONSULTANT agrees to indemnify the LPA, and their agents, officials, and employees, and to hold each of them harmless, from claims and suits including court costs, attorney's fees, and other expenses caused by any negligent act, error or omission of, or by any recklessness or willful misconduct by, the CONSULTANT and/or its SUB-CONSULTANTS, if any, under this Contract, provided that if the CONSULTANT is a "contractor" within the meaning of I.C. 8-3-2-12.5, this indemnity obligation shall be limited by and interpreted in accordance with I.C. 8-23-2-12-5. The LPA shall not provide such indemnification to the CONSULTANT.
20. **Independent Contractor.** Both parties hereto, in the performance of this Contract, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever. Neither party will assume liability for any injury (including death) to any persons, or damage to any property, arising out of the acts or omissions of the agents or employees of the other party. The CONSULTANT shall be responsible for providing all necessary unemployment and workers' compensation insurance for its employees.
21. **Insurance - Liability for Damages.**
- A. The CONSULTANT shall be responsible for the accuracy of the Services performed under this Contract and shall promptly make necessary revisions or corrections resulting from its negligence, errors or omissions without any additional compensation from the LPA. Acceptance of the Services by the LPA shall not relieve the CONSULTANT of responsibility for subsequent correction of its negligent act, error or omission or for clarification of ambiguities. The CONSULTANT shall have no liability for the errors or deficiencies in designs, drawings, specifications or other services furnished to the CONSULTANT by the LPA on which the Consultant has reasonably relied, provided that the foregoing shall not relieve the CONSULTANT from any liability from the CONSULTANT'S failure to fulfill its obligations under this Contract, to exercise its professional responsibilities to the LPA, or to notify the LPA of any errors or deficiencies which the CONSULTANT knew or should have known existed.
- B. During construction or any phase of work performed by others based on Services provided by the CONSULTANT, the CONSULTANT shall confer with the LPA when necessary for the purpose of interpreting the information, and/or to correct any negligent act, error or omission. The CONSULTANT shall prepare any plans or data needed to correct the negligent act, error or omission without additional compensation, even though final payment may have been received by the CONSULTANT. The CONSULTANT shall give immediate attention to these changes for a minimum of delay to the project.
- C. The CONSULTANT shall be responsible for damages including but not limited to direct and indirect damages incurred by the LPA as a result of any negligent act, error or omission of the CONSULTANT, and for the LPA's losses or costs to repair or remedy construction. Acceptance of the Services by the LPA shall not relieve the CONSULTANT of responsibility for subsequent correction.

- D. The CONSULTANT shall be required to maintain in full force and effect, insurance as described below from the date of the first authorization to proceed until the LPA's acceptance of the work product. The CONSULTANT shall list both the LPA and INDOT as insureds on any policies. The CONSULTANT must obtain insurance written by insurance companies authorized to transact business in the State of Indiana and licensed by the Department of Insurance as either admitted or non-admitted insurers.
- E. The LPA, its officers and employees assume no responsibility for the adequacy of limits and coverage in the event of any claims against the CONSULTANT, its officers, employees, sub-consultants or any agent of any of them, and the obligations of indemnification in Section 19 herein shall survive the exhaustion of limits of coverage and discontinuance of coverage beyond the term specified, to the fullest extent of the law.
- F. The CONSULTANT shall furnish a certificate of insurance and all endorsements to the LPA prior to the commencement of this Contract. Any deductible or self-insured retention amount or other similar obligation under the insurance policies shall be the sole obligation of the CONSULTANT. Failure to provide insurance as required in this Contract is a material breach of Contract entitling the LPA to immediately terminate this Contract.

I. Professional Liability Insurance

The CONSULTANT must obtain and carry professional liability insurance as follows: For INDOT Prequalification **Work Types** 1.1, 12.2-12.6 the CONSULTANTS shall provide not less than \$250,000.00 professional liability insurance per claim and \$250,000.00 aggregate for all claims for negligent performance. For **Work Types** 2.2, 3.1, 3.2, 4.1, 4.2, 5.5, 5.8, 5.11, 6.1, 7.1, 8.1, 8.2, 9.1, 9.2, 10.1 – 10.4, 11.1, 13.1, 14.1 – 14.5, the CONSULTANTS shall carry professional liability insurance in an amount not less than \$1,000,000.00 per claim and \$1,000,000.00 aggregate for all claims for negligent performance. The CONSULTANT shall maintain the coverage for a period ending two (2) years after substantial completion of construction.

II. Commercial General Liability Insurance

The CONSULTANT must obtain and carry Commercial / General liability insurance as follows: For INDOT Prequalification **Work Types** 2.1, 6.1, 7.1, 8.1, 8.2, 9.1, 9.2, 10.1 - 10.4, 11.1, 13.1, 14.1 - 14.5, the CONSULTANT shall carry \$1,000,000.00 per occurrence, \$2,000,000.00 general aggregate. Coverage shall be on an occurrence form, and include contractual liability. The policy shall be amended to include the following extensions of coverage:

1. Exclusions relating to the use of explosives, collapse, and underground damage to property shall be removed.
2. The policy shall provide thirty (30) days notice of cancellation to LPA.
3. The CONSULTANT shall name the LPA as an additional insured.

III. Automobile Liability

The CONSULTANT shall obtain automobile liability insurance covering all owned, leased, borrowed, rented, or non-owned autos used by employees or others on behalf of the CONSULTANT for the conduct of the CONSULTANT's business, for an amount not less than \$1,000,000.00 Combined Single Limit for Bodily Injury and Property Damage. The term "automobile" shall include private passenger autos, trucks, and similar type vehicles licensed for use on public highways. The policy shall be amended to include the following extensions of coverage:

1. Contractual Liability coverage shall be included.
2. The policy shall provide thirty (30) days notice of cancellation to the LPA.
3. The CONSULTANT shall name the LPA as an additional insured.

IV. Watercraft Liability (When Applicable)

1. When necessary to use watercraft for the performance of the CONSULTANT's Services under the terms of this Contract, either by the CONSULTANT, or any SUB-CONSULTANT, the CONSULTANT or SUB-CONSULTANT operating the watercraft shall carry watercraft liability insurance in the amount of \$1,000,000 Combined Single Limit for Bodily Injury and Property Damage, including Protection & Indemnity where applicable. Coverage shall apply to owned, non-owned, and hired watercraft.
2. If the maritime laws apply to any work to be performed by the CONSULTANT under the terms of the agreement, the following coverage shall be provided:
 - a. United States Longshoremen & Harbor workers
 - b. Maritime Coverage - Jones Act
3. The policy shall provide thirty (30) days notice of cancellation to the LPA.
4. The CONSULTANT or SUB-CONSULTANT shall name the LPA as an additional insured.

V. Aircraft Liability (When Applicable)

1. When necessary to use aircraft for the performance of the CONSULTANT's Services under the terms of this Contract, either by the CONSULTANT or SUB-CONSULTANT, the CONSULTANT or SUB-CONSULTANT operating the aircraft shall carry aircraft liability insurance in the amount of \$5,000,000 Combined Single Limit for Bodily Injury and Property Damage, including Passenger Liability. Coverage shall apply to owned, non-owned and hired aircraft.
2. The policy shall provide thirty (30) days notice of cancellation to the LPA.
3. The CONSULTANT or SUB-CONSULTANT shall name the LPA as an additional insured.

22. **Merger and 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.

23. **Notice to Parties:** Any notice, request, consent or communication (collectively a "Notice") under this Agreement shall be effective only if it is in writing and (a) personally delivered; (b) sent by certified or registered mail, return receipt requested, postage prepaid; or (c) sent by a nationally recognized overnight delivery service, with delivery confirmed and costs of delivery being prepaid, addressed as follows:

Notices to the LPA shall be sent to:

Josh Corwin, PE
City of Goshen Redevelopment Commission
204 E. Jefferson Street
Goshen, Indiana 46528

Notices to the CONSULTANT shall be sent to:

Willis R. Conner, President
American Structurepoint, Inc.
9025 River Road, Suite 200
Indianapolis, Indiana 46240

or to such other address or addresses as shall be furnished in writing by any party to the other party. Unless the sending party has actual knowledge that a Notice was not received by the intended recipient, a Notice shall be deemed to have been given as of the date (i) when personally delivered; (ii) three (3) days after the date deposited with the United States mail properly addressed; or (iii) the next day when delivered during business hours to overnight delivery service, properly addressed and prior to such delivery service's cut off time for next day delivery. The parties acknowledge that notices delivered by facsimile or by email shall not be effective.

24. **Order of Precedence; Incorporation by Reference.** Any inconsistency or ambiguity in this Contract shall be resolved by giving precedence in the following order: (1) This Contract and attachments, (2) RFP document, (3) the CONSULTANT's response to the RFP document, and (4) attachments prepared by the CONSULTANT. All of the foregoing are incorporated fully by reference.
25. **Ownership of Documents and Materials.** All documents, records, programs, data, film, tape, articles, memoranda, and other materials not developed or licensed by the CONSULTANT prior to execution of this Contract, but specifically developed under this Contract shall be considered "work for hire" and the CONSULTANT assigns and transfers any ownership claim to the LPA and all such materials ("Work Product") will be the property of the LPA. The CONSULTANT agrees to execute and deliver such assignments or other documents as may be requested by the LPA. Use of these materials, other than related to contract performance by the CONSULTANT, without the LPA's prior written consent, is prohibited. During the performance of this Contract, the CONSULTANT shall be responsible for any loss of or damage to any of the Work Product developed for or supplied by INDOT and used to develop or assist in the Services provided herein while any such Work Product is in the possession or control of the CONSULTANT. Any loss or damage thereto shall be restored at the CONSULTANT's expense. The CONSULTANT shall provide the LPA full, immediate, and unrestricted access to the Work Product during the term of this Contract. The CONSULTANT represents, to the best of its knowledge and belief after diligent inquiry and other than as disclosed in writing prior to or contemporaneously with the execution of this Contract by the CONSULTANT, that the Work Product does not infringe upon or misappropriate the intellectual property or other rights of any third party. The CONSULTANT shall not be liable for the use of its deliverables described in Appendix "A" on other projects without the express written consent of the CONSULTANT or as provided in Appendix "A". The LPA acknowledges that it has no claims to any copyrights not transferred to INDOT under this paragraph.
26. **Payments.** All payments shall be made in arrears and in conformance with the LPA's fiscal policies and procedures.
27. **Penalties, Interest and Attorney's Fees.** The LPA 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, IC 5-17-5, I. C. 34-54-8, and I. C. 34-13-1.

28. Pollution Control Requirements. If this Contract is for \$100,000 or more, the CONSULTANT:

- i. Stipulates that 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;
- ii. Agrees to comply with all of the requirements of section 114 of the Clean Air Act and section 308 of the Federal Water Pollution Control Act, and all regulations and guidelines issued thereunder; and
- iii. Stipulates that, as a condition of federal aid pursuant to this Contract, it shall notify INDOT and the Federal Highway Administration of the receipt of any knowledge 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 Listing of Violating Facilities.

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

30. Status of Claims. The CONSULTANT shall give prompt written notice to the LPA any claims made for damages against the CONSULTANT resulting from Services performed under this Contract and shall be responsible for keeping the LPA currently advised as to the status of such claims. The CONSULTANT shall send notice of claims related to work under this Contract to:

Josh Corwin, PE
City of Goshen Redevelopment Commission
204 E. Jefferson Street
Goshen, Indiana 46528

31. Sub-consultant Acknowledgement. The CONSULTANT agrees and warrants to the LPA, that the CONSULTANT will obtain signed Sub-consultant Acknowledgement forms, from all SUB-CONSULTANTS providing Services under this Contract or to be compensated for Services through this Contract. The CONSULTANT agrees to provide signed originals of the Sub-consultant Acknowledgement form(s) to the LPA for approval prior to performance of the Services by any SUB-CONSULTANT.

32. Substantial Performance. This Contract shall be deemed to be substantially performed only when fully performed according to its terms and conditions and any modification or Amendment thereof.

33. Taxes. The LPA will not be responsible for any taxes levied on the CONSULTANT as a result of this Contract.

34. Termination for Convenience.

- A. The LPA may terminate, in whole or in part, whenever, for any reason, when the LPA determines that such termination is in its best interests. Termination or partial termination of Services shall be effected by delivery to the CONSULTANT of a Termination Notice at least fifteen (15) days prior to the termination effective date, specifying the extent to which performance of Services under such termination becomes effective. The CONSULTANT shall be compensated for Services properly rendered prior to the effective date of termination. The LPA will not be liable for Services performed after the effective date of termination.
- B. If the LPA terminates or partially terminates this Contract for any reason regardless of whether it is for convenience or for default, then and in such event, all data, reports, drawings, plans, sketches, sections and models, all specifications, estimates, measurements and data pertaining to the project, prepared under the terms or in fulfillment of this Contract, shall be delivered

within ten (10) days to the LPA. In the event of the failure by the CONSULTANT to make such delivery upon demand, the CONSULTANT shall pay to the LPA any damage (including costs and reasonable attorneys' fees and expenses) it may sustain by reason thereof.

35. Termination for Default.

- A. With the provision of twenty (20) days written notice to the CONSULTANT, the LPA may terminate this Contract in whole or in part if
- (i) the CONSULTANT fails to:
 1. Correct or cure any breach of this Contract within such time, provided that if such cure is not reasonably achievable in such time, the CONSULTANT shall have up to ninety (90) days from such notice to effect such cure if the CONSULTANT promptly commences and diligently pursues such cure as soon as practicable;
 2. Deliver the supplies or perform the Services within the time specified in this Contract or any amendment or extension;
 3. Make progress so as to endanger performance of this Contract; or
 4. Perform any of the other provisions of this Contract to be performed by the CONSULTANT; or
 - (ii) if any representation or warranty of the CONSULTANT is untrue or inaccurate in any material respect at the time made or deemed to be made.
- B. If the LPA terminates this Contract in whole or in part, it may acquire, under the terms and in the manner the LPA considers appropriate, supplies or services similar to those terminated, and the CONSULTANT will be liable to the LPA for any excess costs for those supplies or services. However, the CONSULTANT shall continue the work not terminated.
- C. The LPA shall pay the contract price for completed supplies delivered and Services accepted. The CONSULTANT and the LPA shall agree on the amount of payment for manufactured materials delivered and accepted and for the protection and preservation of the property. Failure to agree will be a dispute under the Disputes clause (see Section 13). The LPA may withhold from the agreed upon price for Services any sum the LPA determine necessary to protect the LPA against loss because of outstanding liens or claims of former lien holders.
- D. The rights and remedies of the LPA in this clause are in addition to any other rights and remedies provided by law or equity or under this Contract.
- E. **Default by the LPA.** If the CONSULTANT believes the LPA is in default of this Contract, it shall provide written notice immediately to the LPA describing such default. If the LPA fails to take steps to correct or cure any material breach of this Contract within sixty (60) days after receipt of such written notice, the CONSULTANT may cancel and terminate this Contract and institute the appropriate measures to collect monies due up to and including the date of termination, including reasonable attorney fees and expenses, provided that if such cure is not reasonably achievable in such time, the LPA shall have up to one hundred twenty (120) days from such notice to effect such cure if the LPA promptly commences and diligently pursues such cure as soon as practicable. The CONSULTANT shall be compensated for Services properly rendered prior to the effective date of such termination. The CONSULTANT agrees that it has no right of termination for non-material breaches by the LPA.

36. **Waiver of Rights.** No rights conferred on either party under this Contract shall be deemed waived, and no breach of this Contract excused, unless such waiver or excuse is approved in writing and signed by the party claimed to have waived such right. Neither the LPA's review, approval or acceptance of, nor payment for, the Services required under this Contract shall be construed to operate as a waiver of any rights under this Contract or of any cause of action arising out of the performance of this Contract, and the CONSULTANT shall be and remain liable to the LPA in accordance with applicable law for all damages to the LPA caused by the CONSULTANT's negligent performance of any of the Services furnished under this Contract.
37. **Work Standards/Conflicts of Interest.** The CONSULTANT shall understand and utilize all relevant INDOT standards including, but not limited to, the most current version of the Indiana Department of Transportation Design Manual, where applicable, and other appropriate materials and shall perform all Services in accordance with the standards of care, skill and diligence required in Appendix "A" or, if not set forth therein, ordinarily exercised by competent professionals doing work of a similar nature.
38. **No Third-Party Beneficiaries.** This Agreement is solely for the benefit of the parties hereto. Other than the indemnity rights under this Contract, nothing contained in this Agreement is intended or shall be construed to confer upon any person or entity (other than the parties hereto) any rights, benefits or remedies of any kind or character whatsoever.
39. **No Investment in Iran.** As required by IC 5-22-16.5, the CONSULTANT certifies that the CONSULTANT is not engaged in investment activities in Iran. Providing false certification may result in the consequences listed in IC 5-22-16.5-14, including termination of this Contract and denial of future state contracts, as well as an imposition of a civil penalty.
40. **Assignment of Antitrust Claims.** The CONSULTANT assigns to the State all right, title and interest in and to any claims the CONSULTANT now has, or may acquire, under state or federal antitrust laws relating to the products or services which are the subject of this Contract.

[Remainder of Page Intentionally Left Blank]

Non-Collusion.

The undersigned attests, subject to the penalties for perjury, that he/she is the CONSULTANT, or that he/she is the properly authorized representative, agent, member or officer of the CONSULTANT, that he/she has not, nor has any other member, employee, representative, agent or officer of the CONSULTANT, directly or indirectly, to the best of his/her knowledge, entered into or offered to enter into any combination, collusion or agreement to receive or pay, and that he/she has not received or paid, any sum of money or other consideration for the execution of this Contract other than that which appears upon the face of this Contract. **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.**

In Witness Whereof, the CONSULTANT and the LPA have, through duly authorized representatives, entered into this Contract. The parties having read and understand the forgoing terms of this Contract do by their respective signatures dated below hereby agree to the terms thereof.

CONSULTANT
American Structurepoint, Inc.

LOCAL PUBLIC AGENCY
City of Goshen Redevelopment Commission

Cash E. Canfield, Chief Operating
Officer

Becky Hutsell
Redevelopment Director

APPENDIX "A"

SERVICES TO BE FURNISHED BY CONSULTANT:

In fulfillment of this Contract, the CONSULTANT shall comply with the requirements of the appropriate regulations and requirements of the Indiana Department of Transportation and Federal Highway Administration.

The CONSULTANT shall be responsible for performing the following activities:

1. Project Management for Acquisition Services
 - a. The CONSULTANT shall be responsible for administration, scheduling, and coordination of all activities necessary to certify that the right-of-way has been acquired and the PROJECT(s) is (are) clear for construction letting, including meetings, conferences, and communications with property owners, attorneys, engineers, appraisers, buyers, relocation agents, and the LPA.
 - b. The CONSULTANT will submit an Assurance Letter to the LPA for signature and distribution to the INDOT Central office.
 - c. These right-of-way services include all reasonable services required to secure the parcels based on the approved engineering design or recommendation to the LPA that a parcel be condemned.
 - d. The CONSULTANT will ascertain that either the Appraiser or Buyer will provide each parcel owner with a copy of *How Land is Purchased for Highways*.
 - e. The CONSULTANT will submit proposed fees for subconsultants to the LPA for approval prior to contracting for the services.
 - f. The CONSULTANT will process claim vouchers and submit to the LPA for payments to property owners.
 - g. The CONSULTANT will submit each parcel file to the LPA upon completion of the described services.
 - h. Upon securing all parcels, the CONSULTANT will submit a Certification Letter to the LPA for signature and distribution to the INDOT Central office.
2. Appraisal
 - a. The CONSULTANT is to perform real estate appraisals and prepare appraisal reports in accordance with *The INDOT Real Estate Division Manual* through the services of an INDOT prequalified appraiser.
 - b. The CONSULTANT agrees to furnish the LPA, attached to each report, all comparables used in the report, consisting of sufficient sales data in the vicinity of the project and of such recent date that a pattern of values may be established. Each comparable property is to be identified by photograph and will be located on electronic map attached to each report that is to be furnished to the LPA.

- c. The CONSULTANT agrees to furnish appraisals in an original plus one copy, and one copy on green paper for disbursement to the parcel owner.
- d. If Waiver Valuation reports are required, the CONSULTANT will provide an original plus one copy, and one copy on green paper for disbursement to the parcel owner to the LPA for approving the report prior to acquisition of the parcel.
- e. The appraisal will conform to statutory and judicial determinations regarding non-compensable items as set forth and discussed in *The INDOT Real Estate Division Manual* (PDF file format is available on the INDOT website) and/or conferences between the parties.
- f. While the plans, aerial mosaics, title information, survey, parcel plats, and calculation sheets have been made with reasonable care, there is no expressed or implied guaranty that conditions so indicated are entirely representative of those actually existing, or that unlooked-for developments will not occur. The CONSULTANT is required to examine carefully all such data and satisfy itself as to the actual conditions. In case of any obvious discrepancy between the information furnished by the LPA and the actual conditions of the locality, or in case of errors or omissions in said information supplied by the LPA, the CONSULTANT shall inform LPA, in writing, of any such defect, error, or omission that cannot be resolved without altering the design.
- g. The CONSULTANT agrees to updating reports at the request of the LPA and/or testify on behalf of the LPA, on any parcels should he/she be required to do so by the LPA. In consideration for actions taken by the CONSULTANT, the LPA will agree in writing to fees for testimony prior to the date the CONSULTANT must testify.

3. Appraisal Review

- a. The CONSULTANT agrees to furnish the LPA all comparables used in the report, attached to each report, consisting of sufficient sales data in the vicinity of the project and of such recent date that a pattern of values may be established. Each comparable property is to be identified by photograph and will be located on electronic map attached to each report that is to be furnished to the LPA.
- b. The CONSULTANT agrees to furnish reviews in an original plus one copy, and one copy on green paper for disbursement to the parcel owner.
- c. The Certificate of Review Report will conform to statutory and judicial determinations regarding non-compensable items as set forth and discussed in *The INDOT Real Estate Division Manual* (PDF file format is available on the INDOT website) and/or conferences between the parties.
- d. While the plans, aerial mosaics, title information, survey, parcel plats, and calculation sheets have been made with reasonable care, there is no expressed or implied guaranty that conditions so indicated are entirely representative of those actually existing, or that unlooked-for developments will not occur. The CONSULTANT is required to examine carefully all such data and satisfy itself as to the actual conditions. In case of any obvious discrepancy between the information furnished by the LPA and the actual conditions of the locality, or in case of errors or omissions in said information supplied by the LPA, the CONSULTANT shall inform the LPA, in writing, of any such defect, error or omission which cannot be resolved without altering the design.
- e. The CONSULTANT agrees to update reports at the request of the LPA and/or testify in court on behalf of the LPA, on any parcels should he/she be required to do so by the LPA. In

consideration for actions taken by the CONSULTANT, the LPA will agree in writing to fees for testimony prior to the date the CONSULTANT must testify.

4. Negotiation/Buying

- a. The CONSULTANT will be assigned parcels of real estate to acquire on an as-needed basis. The CONSULTANT shall make every reasonable effort to acquire assigned parcels expeditiously through buyers prequalified by INDOT.
- b. The CONSULTANT shall make a prompt offer to acquire each parcel for the full amount that has been established and approved by the LPA as just compensation for the acquisition. The offer will be made in a Uniform Land and Easement Acquisition Offer letter that will be given to each parcel owner in person or sent by certified mail with return receipt requested. The CONSULTANT shall also provide the parcel owner a copy of the appraisal (the appraisal copy furnished the owner will only be on light green paper) and a written statement explaining the basis for the amount that has been established. In accomplishing the above, the CONSULTANT shall do the following:
 - 1) Make all reasonable efforts to personally contact each owner or his designated representative, explain the acquisition, and offer in writing the approved estimate of just compensation. When all efforts to make personal contact have failed or in the event the property owner resides out of state, the owner may be contacted by certified or registered first class mail or other means appropriate to the situation.
 - 2) No later than the first contact where the offer is discussed, the CONSULTANT shall give the owner a brochure describing the land acquisition process and the owner's rights, privileges, and obligations.
- c. The owner of improvements located on lands being acquired for right-of-way should be offered the option of retaining those improvements at a retention value determined by the CONSULTANT and approved by LPA.
- d. A revised offer and summary statement of just compensation will be provided the owner if:
 - 1) The extent of the taking is revised; or
 - 2) The approved estimate of just compensation is revised by the Review Appraiser.
- e. The CONSULTANT shall maintain adequate records to include a report for each parcel containing but not limited to:
 - 1) The date and place of contact
 - 2) The parties of interest contacted
 - 3) The offer made
 - 4) The counter offer or reasons offer was not accepted
 - 5) The signature of the buyer, date, and initialed by the person contacted
- f. The property owner must be given a copy of the report on each contact.

- g. The CONSULTANT further agrees that the parcel(s) will be sufficiently documented to meet the minimum standards set out in Title 49 CFR Part 24, dated March 2, 1989, and all attachments and amendments thereto. Said Title CFR Part 24, attachments and amendments are incorporated into this Contract by reference and made a part hereto. The CONSULTANT further agrees to follow accepted principles and techniques in purchase of real estate in accordance with existing State Laws, the *INDOT Real Estate Division Manual*, this “Appendix “A”, and any necessary interpretation of these furnished by LPA. Any parcel that does not meet such requirements will be further documented without additional compensation to the CONSULTANT.
 - h. When attempts to buy are unsuccessful, the CONSULTANT shall record his recommendation for action and submit it to the LPA.
 - 1) The recommendation will consider administrative settlement, include the amount of settlement and reasons for a settlement;
 - 2) Otherwise, a condemnation report shall be filled out, title update ordered, and completed file submitted with the completed file after receiving a completed title update.
 - i. The CONSULTANT shall provide, upon the direction of the LPA, an updated title and encumbrance report upon submission of any secured or condemned parcel.
 - j. The CONSULTANT shall enter pertinent information on appropriate conveyance document(s) for each parcel as described in the parcel packet and verify that the document(s) is recordable for the respective county.
 - k. If condemnation services are required, the CONSULTANT can provide them as an Additional Service.
5. Recording
- a. CONSULTANT shall have the conveyance documents and any other documents necessary for recordation recorded in the appropriate County immediately following land acquisition payment to the land owner, unless the LPA notifies the CONSULTANT that the LPA will do all recordations. CONSULTANT shall verify that respective county guidelines are met prior to recording.

APPENDIX "B"

INFORMATION AND SERVICES TO BE FURNISHED BY THE LPA:

The LPA shall furnish the CONSULTANT with the following:

1. Provide access to enter upon public and private lands as required for the CONSULTANT to perform work under this Contract
2. All legal services as may be required for development of the project
3. An LPA representative with decision-making authority for inquiries
4. LPA letterhead to be used to make offers to property owners
5. LPA accounts payable vouchers. If LPA does not have accounts payable vouchers, standard State Board of Accounts vouchers will be used.
6. LPA attorney contact information for review and approval of conveyance documents
7. LPA policy regarding recording of conveyance and other applicable documents
8. LPA partial mortgage release policy
9. LPA closing policy regarding total acquisitions

APPENDIX "C"

SCHEDULE:

No work under this Contract shall be performed by the CONSULTANT until the CONSULTANT receives a written notice to proceed from the LPA.

All work by the CONSULTANT under this Contract shall be completed and delivered to the LPA for review and approval within the approximate time periods shown in the following submission schedule:

1. Appraisals and documentation within sixty (60) days after the notice to proceed with the appraisals
2. Review Appraisals and documentation within thirty (30) days after receipt of each appraisal from the Appraiser
3. Buying and documentation within one-hundred and eighty (180) days after receipt of notice to proceed with buying on each parcel

APPENDIX "D"**A. Amount of Payment**

1. The CONSULTANT will be paid for the work performed under this Contract based on the specific cost per unit multiplied by the actual units of work. Estimated unit costs are shown in Exhibit D-1 which is attached hereto and incorporated herein. The final amount will be adjusted according to the actual subconsultant invoices; however, the final amount shall not exceed \$252,225.00 unless and until a supplemental agreement is executed. Thirty-six (36) parcels are assumed.
2. The CONSULTANT shall not be paid for any service performed by the LPA or not required to develop this project.

B. Method of Payment

1. The CONSULTANT may submit a maximum of one invoice voucher per calendar month for work covered under this Contract. The invoice voucher shall be submitted to the LPA.

The invoice voucher shall represent the value, to the LPA, of the partially completed work as of the date of the invoice voucher. The CONSULTANT shall attach thereto a summary of each pay item in Section A.1 of this Appendix, percentage completed, and prior payments.
2. The LPA, for and in consideration of the rendering of the engineering services provided for in Appendix "A", agrees to pay to the CONSULTANT for rendering such services the fees established above in the following manner:
 - a. For completed work, and upon receipt of invoices from the CONSULTANT and the approval thereof by the LPA, payments covering the work performed shall be due and payable to the CONSULTANT.
 - b. From the partial payment thus computed, there shall be deducted all previous partial fee payments made to the CONSULTANT.
3. In the event of a substantial change in the scope, character or complexity of the work on the project, the maximum fee payable and the specified fee shall be adjusted in accordance with item 6, Changes In Work, of the General Provisions set out in this Contract.

College Avenue Phase I (from US33 to Century Drive)

R/W Services FEE PROPOSAL, Dated: 1/15/2023

				R/W Services						
Parcel	Owner	Tax I.D.	Appraisal Report Type	Appraisal Fee	Review Appraisal Fee	Buying Fee [includes title update fee]	Recording *	Relo NA	R/W Management Fee	R/W Services Subtotal
1	LaGrange Monument Works LLC	20-11-14-378-003.000-015	VF	\$ 2,055.00	\$ 1,035.00	\$2,160.00	\$ 150.00		\$ 1,310.00	\$ 6,710.00
2	Windshire Corp	20-11-23-126-003.000-015	VF	\$ 2,055.00	\$ 1,035.00	\$2,160.00	\$ 150.00		\$ 1,310.00	\$ 6,710.00
3	Watkins, Brian A.	20-11-23-126-004.000-015	VF	\$ 2,055.00	\$ 1,035.00	\$2,160.00	\$ 150.00		\$ 1,310.00	\$ 6,710.00
4	Erickson, Elizabeth Jane	20-11-14-379-014.000-015	Waiver	\$ 725.00	\$ 435.00	\$2,160.00	\$ 150.00		\$ 1,310.00	\$ 4,780.00
5	JLJ Investments LLC	20-11-23-127-021.000-015	VF	\$ 2,055.00	\$ 1,035.00	\$2,160.00	\$ 150.00		\$ 1,310.00	\$ 6,710.00
6	Spade, Mark W.	20-11-14-379-015.000-015	RLF	\$ 4,815.00	\$ 2,280.00	\$2,160.00	\$ 150.00		\$ 1,310.00	\$ 10,715.00
7	GIMI Investment Group Inc.	20-11-23-127-020.000-015	VF	\$ 2,055.00	\$ 1,035.00	\$2,160.00	\$ 150.00		\$ 1,310.00	\$ 6,710.00
8	Newell, Robert D. Et ux.	20-11-14-379-016.000-015	Waiver	\$ 725.00	\$ 435.00	\$2,160.00	\$ 150.00		\$ 1,310.00	\$ 4,780.00
9	JAAD Investments LLC	20-11-23-127-004.000-015	VF	\$ 2,055.00	\$ 1,035.00	\$2,160.00	\$ 150.00		\$ 1,310.00	\$ 6,710.00
10	Yoder, Nancy L.	20-11-14-380-007.000-015	VF	\$ 2,055.00	\$ 1,035.00	\$2,160.00	\$ 150.00		\$ 1,310.00	\$ 6,710.00
11	Miller, Lizzie A.	20-11-23-127-005.000-015 20-11-23-127-006.000-015	VF	\$ 2,055.00	\$ 1,035.00	\$2,160.00	\$ 150.00		\$ 1,310.00	\$ 6,710.00
12	Delores A. Bartel Trust	20-11-14-380-008.000-015	VF	\$ 2,055.00	\$ 1,035.00	\$2,160.00	\$ 150.00		\$ 1,310.00	\$ 6,710.00
13	Rettelle, Mark R	20-11-23-127-007.000-015	Waiver	\$ 725.00	\$ 435.00	\$2,160.00	\$ 150.00		\$ 1,310.00	\$ 4,780.00
14	Borntrager, Doyle A. Et ux.	20-11-14-454-021.000-015	VF	\$ 2,055.00	\$ 1,035.00	\$2,160.00	\$ 150.00		\$ 1,310.00	\$ 6,710.00
15	Neff, Rene R. & Marilyn Sue	20-11-14-454-022.000-015	VF	\$ 2,055.00	\$ 1,035.00	\$2,160.00	\$ 150.00		\$ 1,310.00	\$ 6,710.00
16	Lock Realty Corporation IX	20-11-23-201-001.000-015	VF	\$ 2,055.00	\$ 1,035.00	\$2,160.00	\$ 150.00		\$ 1,310.00	\$ 6,710.00
17	Schwartzentruber, David & Rebecca	20-11-14-454-016.000-015	VF	\$ 2,055.00	\$ 1,035.00	\$2,160.00	\$ 150.00		\$ 1,310.00	\$ 6,710.00
18	Buccicone, Dana F. Et ux.	20-11-14-454-015.000-015	VF	\$ 2,055.00	\$ 1,035.00	\$2,160.00	\$ 150.00		\$ 1,310.00	\$ 6,710.00
19	Spring Brooke Homeowners	20-11-14-454-001.000-015 20-11-14-453-001.000-015 20-11-14-452-010.000-015	VF	\$ 2,055.00	\$ 1,035.00	\$2,160.00	\$ 150.00		\$ 1,310.00	\$ 6,710.00
20	STAG GI Goshen LLC	20-11-23-201-006.000-015	VF	\$ 2,055.00	\$ 1,035.00	\$2,160.00	\$ 150.00		\$ 1,310.00	\$ 6,710.00
21	Mast, Lois S & John S	20-11-14-452-011.000-015	RLF	\$ 4,815.00	\$ 2,280.00	\$2,160.00	\$ 150.00		\$ 1,310.00	\$ 10,715.00
22	Spacemaker Self Storage Inc	20-11-23-201-007.000-015 20-11-23-201-008.000-015	VF	\$ 2,055.00	\$ 1,035.00	\$2,160.00	\$ 150.00		\$ 1,310.00	\$ 6,710.00
23	Dickison, Betty L	20-11-14-452-002.000-015	RLF	\$ 4,815.00	\$ 2,280.00	\$2,160.00	\$ 150.00		\$ 1,310.00	\$ 10,715.00
24	Rollin Acres Holsteins LLC	20-11-14-452-003.000-015	RLF	\$ 4,815.00	\$ 2,280.00	\$2,160.00	\$ 150.00		\$ 1,310.00	\$ 10,715.00
25	Cole, Kenneth S & Amy S	20-11-14-452-004.000-015	RLF	\$ 4,815.00	\$ 2,280.00	\$2,160.00	\$ 150.00		\$ 1,310.00	\$ 10,715.00
26	Lopez, Ignacio & Maria C	20-11-14-476-001.000-015	RLF	\$ 4,815.00	\$ 2,280.00	\$2,160.00	\$ 150.00		\$ 1,310.00	\$ 10,715.00
27	Lippert Components Manufactureing Inc.	20-11-14-477-001.000-015 20-11-13-300-002.000-015 20-11-24-101-001.000-015	SF	\$ 4,815.00	\$ 2,280.00	\$2,160.00	\$ 150.00		\$ 1,310.00	\$ 10,715.00
28	Andres Trust	20-11-23-226-009.000-015	VF	\$ 2,055.00	\$ 1,035.00	\$2,160.00	\$ 150.00		\$ 1,310.00	\$ 6,710.00
29	C6 Investments LLC	20-11-23-226-010.000-015	VF	\$ 2,055.00	\$ 1,035.00	\$2,160.00	\$ 150.00		\$ 1,310.00	\$ 6,710.00
30	Forest River Manufacturing LLC	20-11-23-226-010.000-015 20-11-23-226-006.000-015 20-11-24-102-001.000-015 20-11-24-102-002.000-015	VF	\$ 2,055.00	\$ 1,035.00	\$2,160.00	\$ 150.00		\$ 1,310.00	\$ 6,710.00
31	Borkholder, Andrew Et ux.	20-11-13-300-003.000-014	Waiver	\$ 725.00	\$ 435.00	\$2,160.00	\$ 150.00		\$ 1,310.00	\$ 4,780.00
32	Cerecerez, Arturo J.	20-11-24-126-001.000-014	Waiver	\$ 725.00	\$ 435.00	\$2,160.00	\$ 150.00		\$ 1,310.00	\$ 4,780.00
33	Sheets, Pamela K.	20-11-14-452-027.000-015	Waiver	\$ 725.00	\$ 435.00	\$2,160.00	\$ 150.00		\$ 1,310.00	\$ 4,780.00
34	Lamble, Joshua S	20-11-14-452-028.000-015	Waiver	\$ 725.00	\$ 435.00	\$2,160.00	\$ 150.00		\$ 1,310.00	\$ 4,780.00
35	Hoke, Myron B.	20-11-14-452-029.000-015	Waiver	\$ 725.00	\$ 435.00	\$2,160.00	\$ 150.00		\$ 1,310.00	\$ 4,780.00
36	Brosius, James D.	20-11-14-452-030.000-015	Waiver	\$ 725.00	\$ 435.00	\$2,160.00	\$ 150.00		\$ 1,310.00	\$ 4,780.00
										\$ -
	UNALLOCATED FEE:									\$ -
	Total			\$ 81,330.00	\$ 40,575.00	\$ 77,760.00	\$ 5,400.00	\$ -	\$ 47,160.00	\$ 252,225.00

CONTRACT CONTROL:

NOTE: INDOT fee schedule will be used that is effective at the time of NTP. Initial fees based on INDOT 2023 Fee Schedule.

*If LPA records necessary documents, the Recording fee will not be billed.



INDIANA DEPARTMENT OF TRANSPORTATION

100 North Senate Avenue
Room N758-PQ
Indianapolis, Indiana 46204

PHONE: (855) 463-6848

Eric Holcomb, Governor
Michael Smith, Commissioner

June 02, 2022

Prequalification Section
(317) 232-5094

Cash Canfield
American Structurepoint, Inc.
9025 River Road, Suite 200
Indianapolis, IN 46240

Re: Consultant Prequalification

Dear Cash Canfield:

The Consultant Prequalification Financial Update Application submitted on 5/23/2022 has been reviewed by this office. Your firm has been prequalified to provide consulting services to the Indiana Department of Transportation (INDOT) in the work groups listed on the attached Work Type Certification, effective 06/01/2022. This approval supersedes any previous approval for prequalification, but is subject to revision or modification in accordance with the most current edition of the INDOT Consultant Prequalification Manual. Your Financial approval will expire on 06/30/2023. Your General/Technical approval will expire on 08/31/2023.

Your Firm's annual contracting capacity for the CPA Audit Level is \$100,060,472.00 for the fiscal period that ended on 12/31/2021. Your firm was approved for this financial level as notified separately by the External Audit Section. The requested and approved financial level determines the firm's service limitations as stated in the INDOT Consultant Prequalification Manual. Consultant firms must submit their annual financial application within 180 calendar days of the end of each fiscal year.

You are required to submit a modification application in the event of any changes in firm ownership, firm address, form of business entity under which the firm operates, manpower significant enough to affect the firm's qualifications or capacity (or operations of laboratories, facilities, etc.), financial status (such as filing for bankruptcy), or any other change which affects an element INDOT considers when prequalifying a consultant. The Consultant must notify INDOT within 15 days of any change in the information provided in its Prequalification Application and to submit a modification application in a timely manner. Failure to submit a modification application within 15 days after the initial notification will result in the loss of the Consultants Prequalification Status.

Please contact Mr. John Leming, Consultant Prequalification Research Analyst at 317-234-4917 if you have any questions on this matter.

Respectfully,

A handwritten signature in black ink, appearing to read 'John A. Leming', is written over a white background.

John A. Leming
Prequalification Research Analyst

cc: Prequalification File
External Audit

Prequalified Work Type Certification
Issued By
Indiana Department of Transportation

Date Printed: 06/02/2022

American Structurepoint, Inc.

Valid Work Groups

Effective: 06/01/2022

Expires on: 08/31/2023

Work Type Code	Work Type Description	Qualifying Person(s)
1.1	Systems Planning	Stastny, Andrew J
2.1	Traffic Data Collection	Shah, Hardik R
2.2	Traffic Forecasting	Shah, Hardik R
3.1	Non-Complex Traffic Capacity and Operations Analysis	Shah, Hardik R
3.2	Complex Traffic Capacity and Operations Analysis	Shah, Hardik R
4.1	Traffic Safety Analysis	Shah, Hardik R
5.1	Environmental Document Preparation - EA/EIS	Hope, Briana M
5.2	Environmental Document Preparation - CE	Hope, Briana M
5.3	Environmental Document Preparation - Section 4(f)	Hope, Briana M
5.4	Ecological Surveys	Hope, Briana M
5.5	Wetland Mitigation	Hope, Briana M
5.6	Waterway Permits	Hope, Briana M
5.8	Noise Analysis and Abatement Design	Walker, Kaitlynn
5.13	ESA Screening and Phase I ESA	King, Michael A
5.14	Phase II ESA and Further Site Investigation/Corrective Action	King, Michael A




Work Type Code	Work Type Description	Qualifying Person(s)
6.1	Topographic Survey Data Collection	Douglas, Jeffrey Hood, John N
8.1	Non-Complex Roadway Design	Canfield, Cash E
8.2	Complex Roadway Design	Canfield, Cash E Zielinski, Richard J
8.3	Roundabout Design	Balog, Jeremiah S
9.1	Level 1 Bridge Design	Cummins, Ryan M Day, David A
9.2	Level 2 Bridge Design	Cummins, Ryan M Day, David A
10.1	Traffic Signal Design	Shah, Hardik R
10.2	Traffic Signal System Design	Shah, Hardik R
10.3	Complex Roadway Sign Design	Shah, Hardik R
10.4	Lighting Design	Schneider, Elizabeth M
11.1	Right of Way Plan Development	McGill, Tracy L Stapleton, Jessica L
12.1	Project Management for Acquisition Services	Tennancour, Sylvia "Skip" J
12.2	Title Research	Brewer, Dale J
13.1	Construction Inspection	Dubyel, Joe Machala, David P
14.1	Regular Bridge Inspection	Cummins, Ryan M
14.2	Complex Bridge Inspection	Cummins, Ryan M
14.4	Small Structure and Miscellaneous Structure Inspections	Cummins, Ryan M Day, Derrek W
14.5	Bridge Load Capacity Rating & Other Bridge Analysis/Testing	Cummins, Ryan M



Work Type Code	Work Type Description	Qualifying Person(s)
16.1	Utility Coordination	Stetzel, James
17.1	Drainage Design for Driveway Permits	Murphy, Nicholas
17.2	Small Structure and Pipe Hydraulic Design	Stout, Todd
17.3	Storm Sewer and Detention Design	Stout, Todd
17.4	Bridge Hydraulic Design	Cummins, Ryan M Day, Derrek W
18.1	Pavement Analysis-Design Services	Maurovich, Michael J

cc: Prequalification File

An Equal Opportunity Employer



John A. Leming
Prequalification Research Analyst



INDIANA DEPARTMENT OF TRANSPORTATION

100 North Senate Avenue
Room N749
Indianapolis, Indiana 46204

Eric Holcomb, Governor
Michael Smith, Commissioner

June 1, 2022

Scott S. Scoville, CFO
American Structurepoint, Inc.
9025 River Road, Suite 200
Indianapolis, IN 46240

Dear Mr. Scoville:

We have performed a cognizant review of the examination, and supporting workpapers, of the Indirect Cost Rate of American Structurepoint, Inc. as presented in the Statement of Direct Labor, Fringe Benefits, and General Overhead for the year ended December 31, 2021, in accordance with our role as Cognizant Agency as defined in 23 U.S.C. 112(b)(2)(c) and 23 CFR 172.3 and 172.7. The audit was performed by the independent CPA firm Somerset CPAs, P.C. The CPA represented that the audit was conducted in accordance with the *Government Auditing Standards*, as promulgated by the Comptroller General of the United States of America, and the audit was designed to determine that the indirect cost rate was established in accordance with Cost Principles contained in the Federal Acquisition Regulation, 48 CFR Part 31. Our cognizant review was performed in accordance with the AASHTO *Review Program for CPA Audits of Consulting Engineers' Indirect Cost Rates*.

In connection with our cognizant review, nothing came to our attention that caused us to believe that the examination, supporting workpapers for the Indirect Cost Rate, and the related Accountant Report we reviewed, did not conform in all material respects to the aforementioned regulations and auditing standards.

Accordingly, we recommend acceptance of the following rates:

Indirect Cost Rate: 185.96%
Facilities Capital Cost of Money (FCCM) Rate: 0.23%

Sincerely,

Penny Royer-Pitcock

Penny Royer-Pitcock
External Audit

RESOLUTION 06-2023

Request for Permission to Issue a Request for Proposals for Professional Engineering and Right-of-Way Services for College Avenue Reconstruction Phase 3

WHEREAS the City of Goshen has applied and was awarded federal grant funds for the reconstruction of College Avenue from Norfolk-Southern Chicago Line to the eastern city limits.

WHEREAS total project costs are estimated to be \$7.9 million with grant funds providing 80% of the projects anticipated cost or \$6.32 million. The estimated cost of design and right-of-way professional services is \$770,000 and the city's portion approximately at \$154,000.

NOW, THEREFORE, BE IT RESOLVED by the Goshen Redevelopment Commission approves the request to issue a Request for Proposals for Professional Engineering and Right-of-Way Services.

PASSED and ADOPTED on February 14, 2023

GOSHEN REDEVELOPMENT COMMISSION

Brian Garber, President

Brianne Brenneman, 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: Goshen Engineering

**RE: COLLEGE AVENUE PH. III – DES 2201239
REQUEST TO ISSUE RFP FOR PE & RW SERVICES**

DATE: February 14, 2023

In June of 2022, The City of Goshen was applied and was awarded federal grant funds for the reconstruction of College Avenue between the Norfolk-Southern Chicago Line and the eastern city limits. The scope of this project consists of the widening of the roadway plus the construction of additional turn lanes for access points to the new industrial developments along the corridor. This project will upgrade the infrastructure to support the growth and development along the corridor.

Total project costs are estimated to be \$7.9MM with the grant funds providing 80% of the project's total anticipated cost or \$6.32MM. The estimated total cost of the design and right-of-way professional services is estimated to be around \$770,000, with the city's portion being approximately \$154,000. The Engineering Department requests permission to issue the Request for Proposals for professional engineering design and right-of-way services.

Thank you for your consideration of this request.

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 **January 11, 2023 through February 10, 2023** and finds that entries are allowed in the total amount of \$ **3,100,091.92**

APPROVED on January 10, 2023

Brian Garber, President

Brianne Brenneman, Secretary

GOSHEN REDEVELOPMENT COMMISSION

Expenditure Report - by Budget Line and Payee

Claims from 01/11/2023 through 02/10/23

406-560-00-435.0101		RDV NON-RVRT OP/Electric	
1/31/2023	NIPSCO (00014)		\$46.10
		Line Total for Period:	\$46.10
406-560-00-435.0201		RDV NON-RVRT OP/Gas	
1/31/2023	NIPSCO (00014)		\$206.78
1/31/2023	NIPSCO (00014)		\$228.60
		Line Total for Period:	\$435.38
473-560-00-431.0502		SOUTHEAST TIF/Contractual Services	
2/7/2023	Abonmarche (05859)		\$62,000.00
2/7/2023	American Structurepoint, Inc. (03093)		\$11,665.27
2/7/2023	American Structurepoint, Inc. (03093)		\$1,632.00
		Line Total for Period:	\$75,297.27
473-560-00-439.0930		SOUTHEAST TIF/Other Services & Charges	
2/9/2023	The Goshen News (00115)		\$61.66
		Line Total for Period:	\$61.66
473-560-00-441.0000		SOUTHEAST TIF/Property Acquisition	
1/19/2023	Elko Title Corporation (04462)		\$1,000,000.00
		Line Total for Period:	\$1,000,000.00
473-560-00-442.0000		SOUTHEAST TIF/Capital Projects	
1/19/2023	Elko Title Corporation (04462)		\$899,211.48
2/7/2023	Elkhart County Treasurer		\$13,978.88
2/7/2023	Goshen Community Schools (00693)		\$100,950.00
2/7/2023	Goshen Utilities (00013)		\$13,978.88
2/7/2023	Keystone RV		\$148,116.75
2/7/2023	Waterford Commons Business Park		\$36,844.50
		Line Total for Period:	\$1,213,080.49

480-560-00-431.0502		RR/US 33 TIF/Contractual Services	
2/7/2023	A & Z Engineering, LLC		\$3,170.50
2/7/2023	Abonmarche (05859)		\$1,083.75
Line Total for Period:			\$4,254.25
480-560-00-439.0930		RR/US 33 TIF/Other Services & Charges	
1/11/2023	Elko Title Corporation (04462)		\$150.00
1/31/2023	John Hall's True Value Hardware (00081)		\$1.99
1/31/2023	John Hall's True Value Hardware (00081)		\$40.96
2/7/2023	Barkes, Kolbus, Rife & Shuler, LLP (00311)		\$1,057.61
2/7/2023	Commercial Appraisal Services, Inc. (09958)		\$6,300.00
2/7/2023	J Carnine & Co		\$5,100.00
2/8/2023	City of Goshen Utilities		\$1,082.10
Line Total for Period:			\$13,732.66
480-560-00-441.0001		RR/US 33 TIF/Property Acquisition	
2/7/2023	Elko Title Corporation (04462)		\$150.00
Line Total for Period:			\$150.00
480-560-00-442.0000		RR/US33 TIF/Capital Projects	
2/7/2023	Goshen, City of		\$85,000.00
2/7/2023	NuWay Construction		\$364,363.63
2/7/2023	Spyglass RV, LLC		\$70,893.00
Line Total for Period:			\$520,256.63
482-560-00-442.0001		Capital Projects - East College	
2/10/2023	HRP Construction		\$272,777.48
Line Total for Period:			\$272,777.48
Total Expenditures for Period:			\$3,100,091.92



February 2023 Redevelopment Staff Report

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.

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.

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.

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.

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.

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.

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 3rd 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.

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.

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

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.