



**GOSHEN REDEVELOPMENT COMMISSION
AGENDA FOR THE REGULAR MEETING OF May 9, 2023**

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

The Goshen Redevelopment Commission will meet on May 9 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. NEW BUSINESS

Resolution 13-2023 – Ratify Execution of Contract for Lawn Services with Affordable Lawn & Landscaping, Inc.

Resolution 14-2023 – Annual Determination of Excess Assessed Value in the Lippert/Dierdorff Allocation Area

Resolution 15-2023 – Annual Determination of Excess Assessed Value in the River Race/US 33 Allocation Area

Resolution 16-2023 – Annual Determination of Excess Assessed Value in the Southeast Allocation Area

Resolution 17-2023 – Accept Committee Recommendation to Negotiate a Purchase Agreement for Third Street Properties – information to follow

5. APPROVAL OF REGISTER OF CLAIMS

6. MONTHLY REDEVELOPMENT STAFF REPORT

7. 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.

8. ANNOUNCEMENTS

Next Regular Meeting – June 13, 2023 at 3:00 p.m.

GOSHEN REDEVELOPMENT COMMISSION

Minutes for the Regular Meeting of April 11, 2023

The Goshen Redevelopment Commission met in a regular meeting on April 11, 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:

APPROVAL OF MINUTES

A motion was made by Commissioner Weddell and seconded by Commissioner Johnson to approve the minutes of the March 14, 2023 regular meeting.

The motion was adopted unanimously.

OPEN PROPOSALS

Third Street & Jefferson Street – No proposals received.

113 West Jefferson/233 South Main Street- Proposal received from Northern Indiana Clay Alliance with a full price offer.

Millrace Townhomes Property – No proposals received.

South Third Street Properties – Proposal received from Larry & Julia Gautsche with a full price offer.

Commission President Garber stated the Request for Proposals for Millrace Townhomes Property and Third Street & Jefferson Street Property will remain open for an additional full 30 days and any proposals submitted will be opened by the Board of Public Works and Safety at the May 15, 2023 meeting and then forward for Commission review by Commissioner Weddell and Commissioner B. Brenneman.

Resolution 10-2023 – Approve Request to Negotiate and Execute Agreement with Abonmarche Consultants for Professional Engineering for College Avenue Reconstruction Phase 3
(4:27) Josh Corwin, Civil Engineer, INDOT recently solicited a Request for Proposals for Professional Engineering and Right-of-Way Services for the Reconstruction of College Avenue east of Century Drive. Four (4) proposals were received and evaluated by staff. Abonmarche Consultants was chosen based on rankings.

Questions from Commission members regarding scoring of the proposals.

A motion was made by Commissioner Weddell and seconded by Commissioner B. Brenneman to approve Resolution 10-2023.

The motion was adopted unanimously.

Resolution 11-2023 – Approve Request to Execute Agreement Amendment No. 2 with A & Z Engineering, LLC for the Elkhart County Courts Consolidation Public Infrastructure Improvements (8:00) Becky Hutsell, Redevelopment Director, this amendment relates specifically to the existing stormwater retention pond on property owned by Bob Schrock and occupied by DJ Construction. Once Reliance Road is realigned to improve the intersection at US 33, their pond will be significantly reduced in size.

The design is being modified to replace drainage capacity that is being lost. This change requires additional scope of work items that were not originally included resulting in an increase of \$26,020.00 for a new contract total price of \$487,427.00

A motion was made by Commissioner Weddell and seconded by Commissioner Johnson to approve Resolution 11-2023.

The motion was adopted unanimously.

Resolution 12-2023 – Approve Request from Goshen Engineering to Advertise for Bids for Tenth Street Reconstruction from Jackson Street to Reynolds Street

(10:40) Becky Hutsell, Redevelopment Director, read a memo that Dustin Sailor prepared. The City has been working with Anderson Partners to redevelop the former Western Rubber property. JPR has 80% of the design complete and is currently working on utility coordination. A pre-1970 gas main will need to be relocated and NIPSCO indicates this relocation effort could take eight months to plan, bid and replace. The City's planned 2023 Tenth Street project is now being programmed for 2024.

Questions from Commission members regarding the utility costs and the funding for it.

A motion was made by Commissioner Weddell and seconded by Commissioner B. Brenneman to approve Resolution 12-2023.

The motion was adopted unanimously.

APPROVAL OF REGISTER OF CLAIMS

A motion was made by Commissioner Weddell and seconded by Commissioner B. Brenneman to amend the register of claims to a new total of \$1,044,672.11

A motion was made by Commissioner Weddell and seconded by Commissioner Johnson to approve the payment of the amended Register of Claims totaling \$1,044,672.11

The motion was adopted unanimously.

MONTHLY REDEVELOPMENT STAFF REPORT

Redevelopment Director Becky Hutsell highlighted some of the updates to the Staff Report.

OPEN FORUM

No one from the Commission or the public spoke during the open forum.

ANNOUNCEMENTS

It was announced that the next regular meeting is scheduled for May 9, 2023 at 3:00 p.m.

ADJOURNMENT

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

The motion was adopted unanimously.

The regular meeting was adjourned at 3:23 p.m.

APPROVED on May 9, 2023

GOSHEN REDEVELOPMENT COMMISSION

Brian Garber, President

Brianne Brenneman, Secretary

RESOLUTION 13-2023

**Ratify Execution of Contract for Lawn Services
with Affordable Lawn & Landscaping, Inc.**

WHEREAS the City solicited proposals for lawn mowing and maintenance services (“Lawn Services”) for certain City of Goshen properties, including nine locations or service areas owned or controlled by the Goshen Redevelopment Commission.

WHEREAS it was necessary for the selected contractor to begin providing Lawn Services the first week of May.

WHEREAS the Goshen Board of Public Works and Safety approved and Mayor Stutsman executed the Contract for Lawn Services on April 17, 2023, and Redevelopment Director Becky Hutsell also executed the Contract on the same date.

NOW, THEREFORE, BE IT RESOLVED that the Goshen Redevelopment Commission approves the terms and conditions of the Contract for Lawn Services with Affordable Lawn & Landscaping, Inc., a copy of which is attached to and made a part of this resolution.

BE IT FURTHER RESOLVED that the Goshen Redevelopment Commission ratifies the execution of the Contract on April 17, 2023 by Becky Hutsell, Redevelopment Director, on behalf of the City of Goshen and Goshen Redevelopment Commission.

PASSED and ADOPTED on May _____, 2023.

President

Secretary

CONTRACT
FOR
CITY OF GOSHEN LAWN SERVICES

THIS CONTRACT (“Contract”) is entered into on April 17, 2023, which is the last signature date set forth below, by and between **Affordable Lawn & Landscaping, Inc.**, an Indiana corporation (“Contractor”), whose mailing address is 2623 Lismore Drive, Goshen, IN 46526-6118, and **City of Goshen, Indiana** (“City”), a municipal corporation and political subdivision of the State of Indiana acting through the Goshen Board of Public Works and Safety and Stormwater Board and the Goshen Redevelopment Commission.

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

1. Scope of Services

- (A) Contractor shall provide City the lawn mowing and maintenance services for certain City of Goshen properties in accordance with the Specifications for such services that are made a part of and attached to this Contract as Exhibit A.
- (B) For the purposes of this Contract, all duties to be performed by Contractor shall be referred to as the “Lawn Services” or “Services,” and shall include all labor, equipment, materials, tools, insurance, supervision, and all other items necessary to provide the Lawn Services to each Service Area in a timely and professional manner.

2. Effective Date; Term; Renewal

- (A) The Contract shall become effective on the day of execution and approval by the Goshen Board of Public Works and Safety, Goshen Redevelopment Commission, and Contractor.
- (B) The initial term of this Contract shall be for the 2023 mowing season which shall include 2023 fall clean up.
- (C) Upon written approval of the parties, the Contract may be renewed under the same terms and conditions up to two (2) additional mowing seasons. Either party shall provide the other party notice in writing by December 31 if either party desires to renew the Contract for the subsequent year’s mowing season which shall include fall clean up.

3. Compensation; Payment

- (A) City shall pay Contractor on a monthly basis for the satisfactory performance of the Lawn Services based on the established unit cost at a Service Area as set forth in Exhibit B attached to this Contract.
- (B) Payment for services rendered shall be upon City’s receipt of a detailed invoice from Contractor which may be invoiced no more frequently than monthly for the Lawn Services performed the previous calendar month.

- (1) The invoice for services provided at the Service Areas marked “ENG” in Exhibit B shall be sent to the following address, or at such other address as City may designate in writing:

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

Email is also acceptable at engineering@goshencity.com.

- (2) The invoice for services provided at the Service Areas marked “RDV” in Exhibit B shall be sent to the following address, or at such other address as City may designate in writing:

City of Goshen
c/o Goshen Redevelopment Commission
204 E. Jefferson Street, Suite 6
Goshen, IN 46528

Email is also acceptable at traceenorton@goshencity.com.

- (3) Payment will be made within forty-five (45) days following City’s receipt of the invoice. If any dispute arises, the undisputed amount will be paid. Payment is deemed to be made on the date of mailing the check.
- (4) Contractor is required to have a current W-9 form on file with the Goshen Clerk-Treasurer’s Office before City will issue payment.

4. **Licensing/Certification Standards.** Contractor certifies that Contractor and any subcontractor possesses and agrees to maintain any and all licenses, certifications, or accreditations as required for the Services provided by Contractor pursuant to this Contract. This shall specifically include the application of any chemicals to eliminate weeds.

5. **Independent Contractor**

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

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

6. **Non-Discrimination.** In accordance with Indiana Code § 22-9-1-10, a Contractor and any subcontractor shall not to discriminate against any employee or applicant for employment to be

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

7. **Employment Eligibility Verification**

- (A) In accordance with Indiana Code § 22-5-1.7 et seq., Contractor shall enroll in and verify the work eligibility status of all newly hired employees of the contractor through the E-Verify program as defined in Indiana Code § 22-5-1.7-3. Contractor is not required to participate in the E-Verify program should the program cease to exist. Contractor is not required to participate in the E-Verify program if Contractor is self-employed and does not employ any employees.
- (B) Contractor shall not knowingly employ or contract with an unauthorized alien, and Contractor shall not retain an employee or continue to contract with a person that Contractor subsequently learns is an unauthorized alien. By execution of the Contract, Contractor affirms that Contractor does not knowingly employ an unauthorized alien.
- (C) Contractor shall require their subcontractors, who perform work under this Contract, to certify to Contractor that the subcontractor does not knowingly employ or contract with an unauthorized alien and that the subcontractor has enrolled and is participating in the E-Verify program. Contractor agrees to maintain this certification throughout the duration of the term of a contract with a subcontractor.
- (D) City may terminate the Contract if Contractor fails to cure a breach of this provision no later than thirty (30) days after being notified by City of a breach.

8. **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 Contract.

9. **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.

10. **Indemnification**

- (A) 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, injuries, or accidental deaths caused by any intentional, reckless, or negligent act or omission by Contractor or any of Contractor's agents, officers, and employees during the performance of this Contract. Such indemnity shall include reasonable attorney's fees and other expenses incurred by City, and shall not be limited by reason of insurance coverage required by this Contract.
- (B) Contractor shall be responsible for all injuries to persons and for all damages to property of City or others caused by or resulting from the negligence of Contractor or any of

Contractor's agents, officers, and employees during the performance of Services under this Contract.

11. **Insurance**

- (A) Prior to commencing work, Contractor shall furnish City a certificate of insurance in accordance with the following minimum requirements, shall maintain the insurance in full force and effect, and shall keep on deposit at all times during the term of the Contract with City the certificates of proof issued by the insurance carrier that such insurance is in full force and effect. Contractor shall specifically include coverage for the City of Goshen as an additional insured for Employer's Liability, General Liability and Automobile Liability.
- (B) Each certificate shall require that written notice be given to the City at least thirty (30) days prior to the cancellation or a material change in the policy.
- (C) Contractor shall 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 \$2,000,000 aggregate
 - (3) Automobile Liability - Combined Bodily Injury and Property Damage, \$1,000,000 each occurrence and aggregate
 - (4) Excess Umbrella Coverage - \$1,000,000 each occurrence

12. **Force Majeure**

- (A) Except for payment of sums due, neither party shall be liable to the other or deemed in default under this Contract if and to the extent that such party's performance under this Contract is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the party and could not have been avoided by exercising reasonable diligence. Examples of force majeure are natural disasters or decrees of governmental bodies not the fault of the affected party.
- (B) If either party is delayed by force majeure, the party affected shall provide written notice to the other party immediately. The notice shall provide evidence of the force majeure event to the satisfaction of the other party. The party shall do everything possible to resume performance. If the period of non-performance exceeds fifteen (15) 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.

13. **Default**

- (A) If Contractor fails to perform the Services or comply with the provisions of this Contract for a period of at least seven (7) days, except under conditions of force majeure, then Contractor may be considered in default.
- (B) 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 work described under the Specifications and Contract Documents.
- (7) The Contract is subcontracted by Contractor without the consent of City.
- (8) The Contract or any right, monies or claims are assigned by Contractor without the consent of the City.

14. **Termination**

- (A) The Contract may be terminated in whole or in part, at any time, by mutual written consent of both parties.
- (B) City may terminate this Contract, in whole or in part, in the event of default by Contractor. In such event, City may issue a written notice of default and provide a period of time that shall not be less than seven (7) calendar 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.
- (C) In the event of default and failure of Contractor 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. If such provisions are made by City, Contractor shall be responsible for any and all cost incurred by City, and such amounts shall be deducted from amounts City may owe Contractor. If the costs exceed the amounts owed to Contractor, Contractor is liable to reimburse City for any such costs.
- (D) Upon termination, Contractor shall be compensated for Services rendered prior to the effective date of termination, subject to any reimbursements due to City by reason of default.
- (E) 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 Contract.

15. **Notice.** Any notice required or desired to be given under this Contract 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.

Address for City: City of Goshen, Indiana
Attention: Goshen Legal Department
204 East Jefferson Street, Suite 2
Goshen, IN 46528

Address for Contractor: **Affordable Lawn & Landscaping, Inc.**
Michael Closson, President and Director
2623 Lismore Drive
Goshen, IN 46526-6118

16. **Subcontracting or Assignment**

- (A) Except for providing weed treatment services, Contractor shall not subcontract or assign any right or interest under the Contract, including the right to payment, without having prior written approval from City. Any attempt by Contractor to subcontract or assign any portion of the Contract shall not be construed to relieve Contractor from any responsibility to fulfill all contractual obligations.
- (B) Contractor may subcontract with a licensed entity or individual to provide weed treatment services.

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

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

19. **Applicable Laws**

- (A) Contractor agrees to comply with all applicable federal, state, and local laws, rules, regulations and ordinances, and all contractual provisions required to be included in this Contract are incorporated by reference.
- (B) Contractor agrees to obtain and maintain all required permits, licenses, registrations, and approvals, and shall comply with all health, safety, and environmental rules or regulations in the performance of the Services. Failure to do so maybe deemed a material breach of Contract.

20. **Miscellaneous**

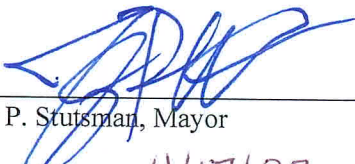
- (A) Any provision of this Contract or incorporated documents shall be interpreted in such a way that they are consistent with all provisions required by law to be inserted into the Contract.

- (B) 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.
 - (C) This Contract 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.
 - (D) In the event legal action is brought to enforce or interpret the terms and conditions of this Contract, the prevailing party of such action shall be entitled to recover all costs of that action, including reasonable attorneys' fees.
21. **Severability.** In the event that any provision of the Contract 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 Contract shall not affect the validity or enforceability of any other provision of the Contract.
 22. **Binding Effect.** All provisions, covenants, terms and conditions of this Contract apply to and bind the parties and their legal heirs, representatives, successors and assigns.
 23. **Entire Agreement.** This Contract constitutes the entire agreement between the parties and supersedes all other agreements or understandings between City and Contractor.
 24. **Authority to Execute.** The undersigned affirm that all steps have been taken to authorize execution of this Contract, and upon the undersigned's execution, bind their respective organizations to the terms of the Contract.

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

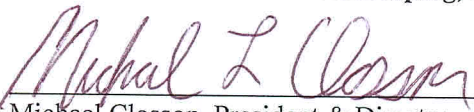
City of Goshen, Indiana

Goshen Board of Public Works and Safety




 Jeremy P. Stutsman, Mayor
 Date Signed: 4/17/23

Affordable Lawn & Landscaping, Inc.



 Michael Closson, President & Director
 Date Signed: 4/17/23

Goshen Redevelopment Commission



 Becky Hutsell, Redevelopment Director
 Date Signed: 4/17/2023

EXHIBIT A

SPECIFICATIONS

FOR

CITY OF GOSHEN LAWN SERVICES

1. These specifications are for lawn mowing and maintenance services (“Lawn Services”) for certain City of Goshen properties as listed on the proposal form and depicted on the attached aerial maps. Each area depicted is referred to as a “Service Area.”

Paragraphs 4 through 18 of these specifications shall apply to each Service Area. Additional Requirements/Information for a specific Service Area are indicated on the aerial map for the Service Area. If the Additional Requirements/Information for a specific Service Area conflict or are otherwise inconsistent with paragraphs 4 through 18, then the Additional Requirements/Information for the specific Service Area shall be given precedence.

The sample Contract contains the terms and conditions that will be part of the Contract if a Contractor’s proposal is accepted by City. No agreement modifying these terms and conditions shall be binding unless made in writing and signed by both parties. The Contract will be finalized upon City’s acceptance of the proposal and award of the Contract.

2. Term – The initial term of the proposed Contract shall be for the 2023 mowing season with the option to renew for up to two (2) additional mowing seasons. The mowing season extends from approximately the first week of May through the last week of October.

3. Proposal Basis - City shall pay Contractor for the performance of the Lawn Services based on an established cost for the specific Service Area. Proposals are requested based on:

- a. Lump Sum Monthly Cost. Contractor’s proposal to provide Lawn Services at certain Service Areas shall be based on a lump sum cost for the entire calendar month. This cost shall also include fall clean-up except where not required for a specific Service Area.

- b. Unit Cost for Each Mow and Unit Cost for Fall Clean-Up. Due to City’s pending acquisition or disposal of a Service Area or an upcoming construction project that may affect a Service Area, Contractor’s proposal to provide Lawn Services at certain Service Areas shall be based on an established unit cost for each time the Service Area is mowed. In addition, proposals are requested based on a unit cost for fall clean-up at the Service Area.

- c. Cost Adjustment for Subsequent Mowing Season. If the parties elect to renew the Contract for a subsequent mowing season, an adjustment in the cost for Lawn Services to a Service Area will be permitted, but may not exceed the percentage increase as proposed by Contractor in the Contractor’s proposal.

- d. For the purposes of comparing proposals, the number of times that Lawn Services will be provided to a Service Area has been estimated for the season. These estimates are not guaranteed and are solely for the purpose of comparing proposals. Contractor shall extend the unit costs where required (Estimated Count x Unit Cost = Estimated Total Cost for Season). In the event there is an error in the extension of costs, the unit cost shall govern.

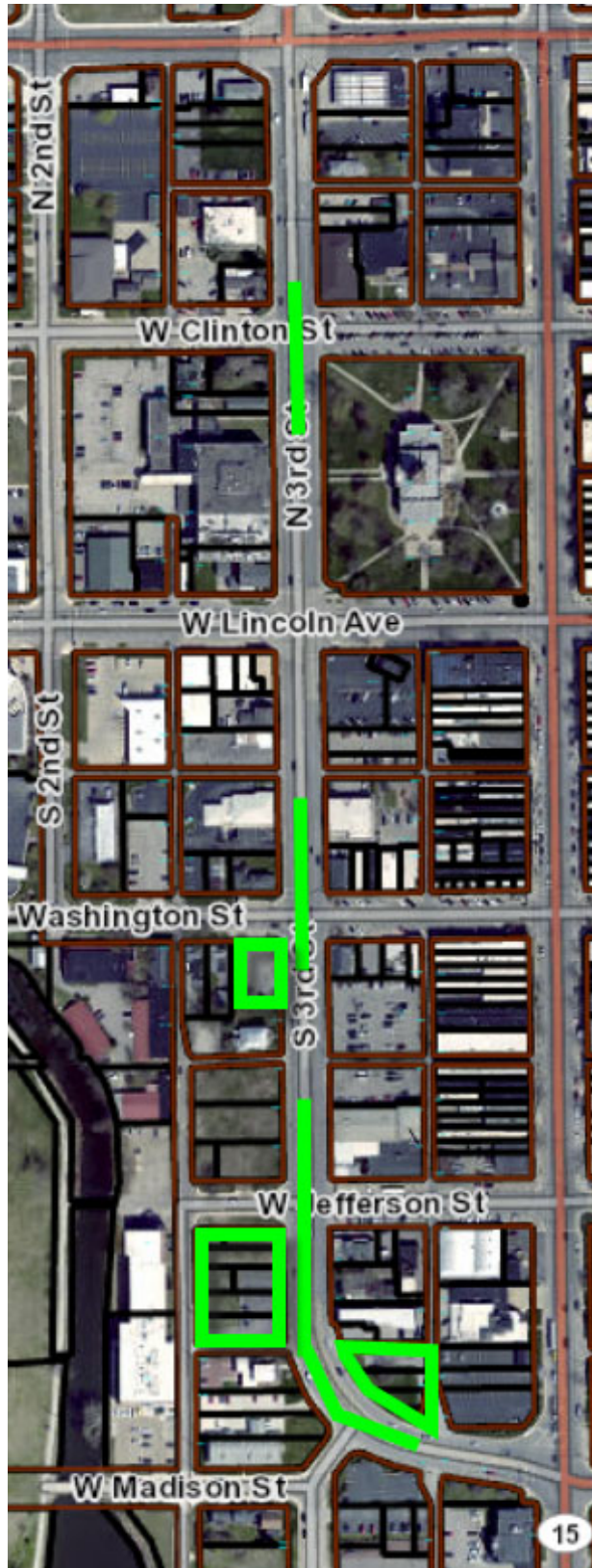
The Contractor will be paid based on the unit cost and the actual number of times that a Service Area is mowed.

4. Contractor shall provide all labor, equipment, materials, tools, insurance, supervision, and all other items necessary to provide the Lawn Services to each Service Area in a timely and professional manner. Such Lawn Services include mowing turf areas, trimming, proper removal and disposal of lawn litter and debris, including, but not limited to trash, sticks, and grass clippings, and fall leaf clean up services.
5. At the beginning of each season and before each mowing, Contractor shall collect, remove and properly dispose of debris from each Service Area.
6. Contractor shall regularly inspect each Service Area during the growing season which extends from approximately the first week of May through the last week of October to determine when mowing is needed. The frequency of Lawn Services to be provided may vary depending on lawn treatments, irrigation, rainfall and/or drought.
7. Contractor shall mow a Service Area as needed so that grass does not exceed a height of five and one-half inches (5.5"). Contractor shall cut the turf area to a finished height of not less than two and one-half inches (2.5").
8. Contractor shall mow the entire Service Area, including the any turf area extending to a walkway, curb and/or the edge of pavement that is adjacent to the Service Area.
9. Contractor may leave grass clippings on the lawn as long as the mulched grass clippings are evenly dispersed and no visible clumps or rows remain after mowing the turf area. Contractor shall otherwise remove and properly dispose of grass clippings, if visible, after mowing the turf area.
10. Contractor shall also trim grass around fixed objects with each cutting to a height no greater than the surrounding turf area. This will include, but not be limited to, turf areas adjacent to objects such as trees, shrubs, landscaping areas, sign posts, light posts, buildings, fences, walkways, and pavement edges. Contractor shall use extreme care to prevent damage or injury to fixed objects.
11. Contractor shall mow and trim in such a manner as to keep grass clippings off vehicles and to avoid and/or minimize throwing grass clipping and trimmings on walkways, streets, parking areas, driveways, and landscaping areas. Contractor shall remove and properly dispose of all grass clippings and trimmings that may be thrown upon walkways, streets, parking areas, driveways and landscaping areas. Contractor shall NOT blow grass clippings, trimmings, lawn litter or debris into the storm drains.
12. Contractor shall remove and properly dispose of all lawn litter and debris at Contractor's expense. Contractor shall not dispose of lawn debris in City's solid waste containers.
13. All elements of the Lawn Services at a Service Area shall be completed the same day in which the Lawn Services are started. No partial mowing of a Service Area will be allowed unless the weather forces delay. If rain or wet turf conditions exist, Contractor shall finish the Lawn Services as soon as favorable conditions return. If the delay is longer than 24 hours, Contractor shall mow the entire Service Area again.

14. Contractor shall provide fall clean up services for each Service Area as needed which shall include raking, blowing or otherwise preparing the leaves for collection and disposal by the City's Street Department. The fall clean up shall take place in late October/early November after most of the leaves have fallen from the trees so that there will be minimal leaves on the grounds of the Service Area over the winter months. Fallen leaves shall be placed at a location near the street to be collected by the Street Department during the leaf collection program. Contractor shall ensure that no twigs or branches are in the leaves that are placed for collection by the Street Department.
15. Contractor shall perform the Lawn Services Monday through Saturday between the hours of 7:00 a.m. and 7:00 p.m. (local time). Contractor shall not perform Lawn Services on Sunday or on a holiday (i.e., Memorial Day, Independence Day, or Labor Day).
16. Contractor shall maintain all equipment in proper operating condition to provide a high-quality, clean, sharp cut to the turf area and minimize turf damage, the leaking of fluids, noise pollution and air pollution. Contractor shall not use or operate equipment which in any way pulls or rips grass or otherwise damages the turf area.
17. Contractor and Contractor's employees shall maintain a professional appearance while performing Lawn Services. The wearing of tank tops or halter tops shall not be permitted. Contractor and Contractor's employees conduct shall be professional and courteous at all times, and shall not use loud or profane language.
18. Contractor shall take all necessary precautions to avoid damaging any property during the performance of Lawn Services. Any damage caused to any property by Contractor shall be reported to the City immediately. Contractor shall repair or replace at Contractor's expense any property damaged while performing Lawn Services.
19. Addition, Removal of Suspension of Lawn Services to a Service Area
 - a. City reserves the right to add, remove or suspend Lawn Services to a Service Area. City shall give Contractor notice of the addition, removal or suspension of Services to a Service Area and the effective date of the change.
 - b. In the event a new Service Area is added to the Contract, City and Contractor shall negotiate a price to provide Lawn Services to the new Service Area which shall be based on either a lump sum monthly cost, including fall clean up if needed, or a unit cost for each mow and a unit cost for fall clean up. Any addition of a Service Area to the Contract shall be made in writing and signed by both parties.

SERVICE AREA 1

**Third Street/Madison Street from Pike Street south to Main Street,
including Parking Areas**



(ADDITIONAL REQUIREMENTS/INFORMATNION CONTINUED NEXT PAGE)

ADDITIONAL REQUIREMENTS/INFORMATION FOR SERVICE AREA 1:

1. This Service Area includes the grass areas within the boulevard (center islands) of Third Street/Madison Street extending from Pike Street south to Main Street; the grass area at the “inside” curve of South Third Street and West Madison Street located west of the north/south alley; the grass areas at the public parking lot at the southwest corner of South Third Street and West Washington Street; and the grass areas at the public parking lot at the southwest corner of South Third Street and West Jefferson Street.
2. Contractor shall perform weed control services as needed throughout the season, but not less than two (2) applications, to eliminate the growth of weeds (i.e. crabgrass, dandelions and other broadleaf weeds). Contractor shall perform weed control in accordance with industry standards and manufacturer instructions.
3. Contractor shall call Jeff Halsey (574-206-3111) at least 24 hours in advance to arrange to have the sprinkler systems turned off prior to the treatment application.
4. Contractor shall ensure that all chemical applications are performed by properly licensed/certified individuals. This service may be subcontracted.

SERVICE AREA 2

**City Hall at 202 South Fifth Street
Utilities Billing Office at 203 South Fifth Street
City Annex Building at 204 East Jefferson Street
and
Goshen Police & Court Building at 111 East Jefferson Street**



SERVICE AREA 3

**Goshen Police Training Facility at 713 East Lincoln Avenue
and
Northeast Corner of East Lincoln Avenue and Olive Street**



SERVICE AREA 4

East Lincoln Avenue Stormwater Basin



ADDITIONAL REQUIREMENTS/INFORMATION FOR SERVICE AREA 4:

1. Contractor shall mow the turf areas to the north and west of the stormwater basin as needed.
2. Contractor shall mow the turf area around the top of the stormwater basin as needed.
3. Contractor shall NOT mow the bottom of the stormwater basin.
4. Contractor shall mow the interior side slopes, the east exterior side slope, west exterior side slope, and the south side of the stormwater basin to the ground level, mulch, and leave clippings in place to decompose over time either in late fall or late winter/early spring when the ground is hard enough to avoid creating ruts.

SERVICE AREA 5

901 North Main Street



SERVICE AREA 6

Southeast Corner of East Wilden Avenue and North Sixth Street



SERVICE AREA 7

Northeast Corner of East Wilden Avenue and North Sixth Street



ADDITIONAL REQUIREMENTS/INFORMATION FOR SERVICE AREA 7:

1. Lawn Services to this Service Area are not necessary in 2023 as the location is being utilized as a staging area for a construction project.
2. If the Contract is renewed for a subsequent year, Contractor shall provide Lawn Services to this Service Area beginning in the 2024 mowing season.

SERVICE AREA 8

East Kercher Road Stormwater Basin

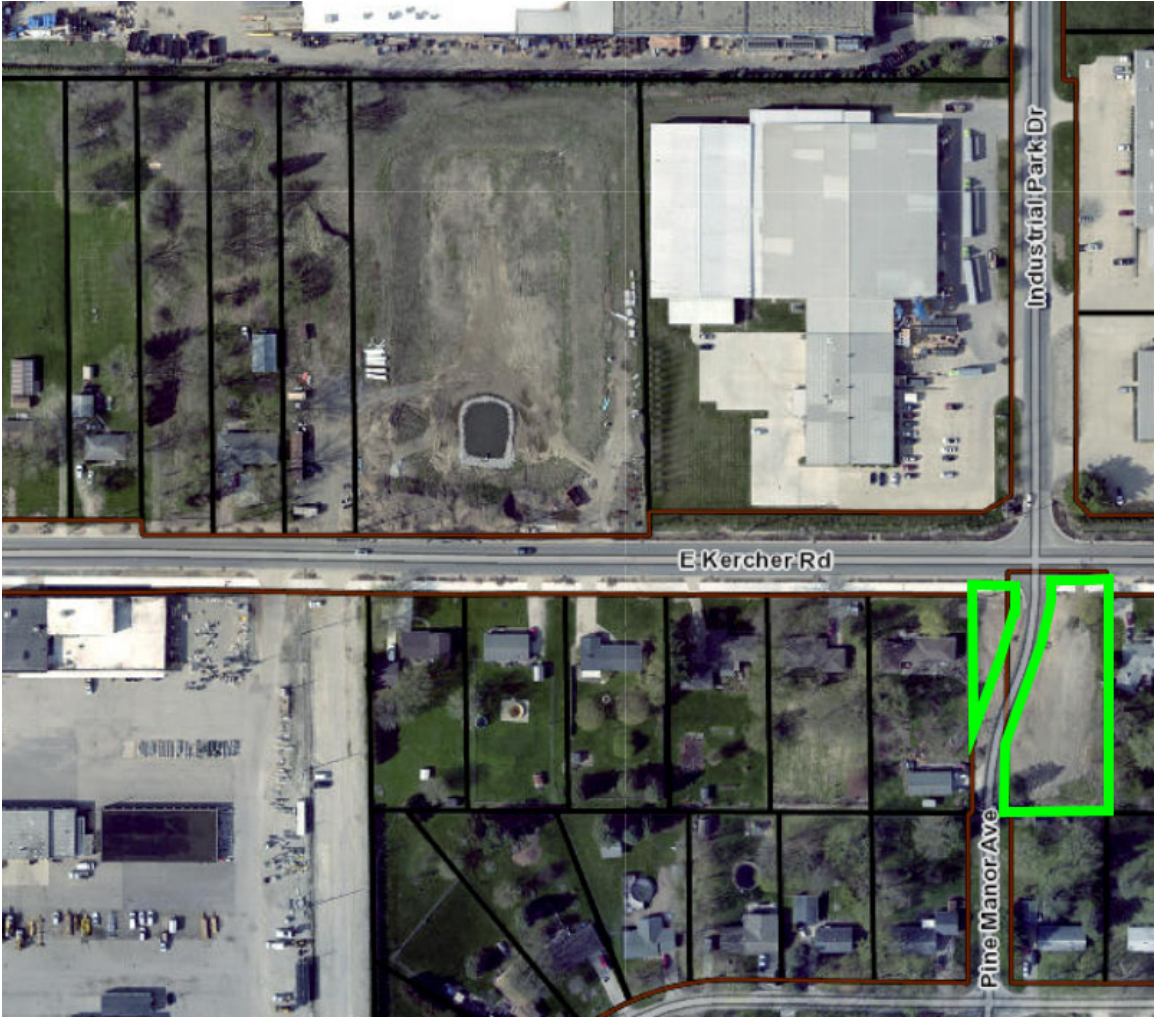


ADDITIONAL REQUIREMENTS/INFORMATION FOR SERVICE AREA 8:

1. Contractor shall mow the turf area surrounding the stormwater basin as needed. Contractor shall be compensated based on a lump sum monthly cost for this Service.
2. Contractor shall mow the side slopes and bottom of the stormwater basin as needed. Contractor shall be compensated on a unit cost for each mow for this Service.

SERVICE AREA 9

South Side of East Kercher Road at Pine Manor Avenue



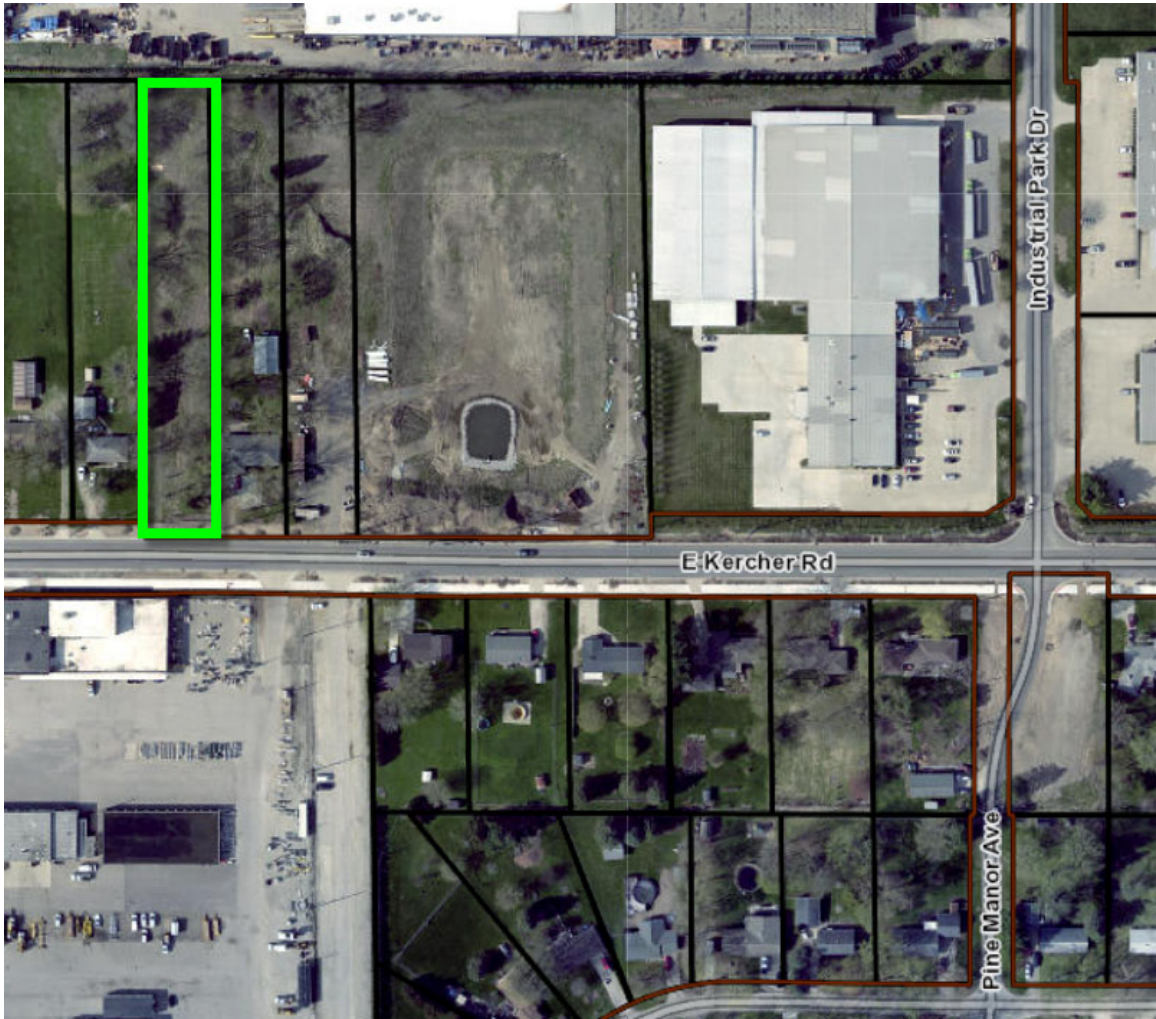
SERVICE AREA 10

West Plymouth Avenue Stormwater Basin



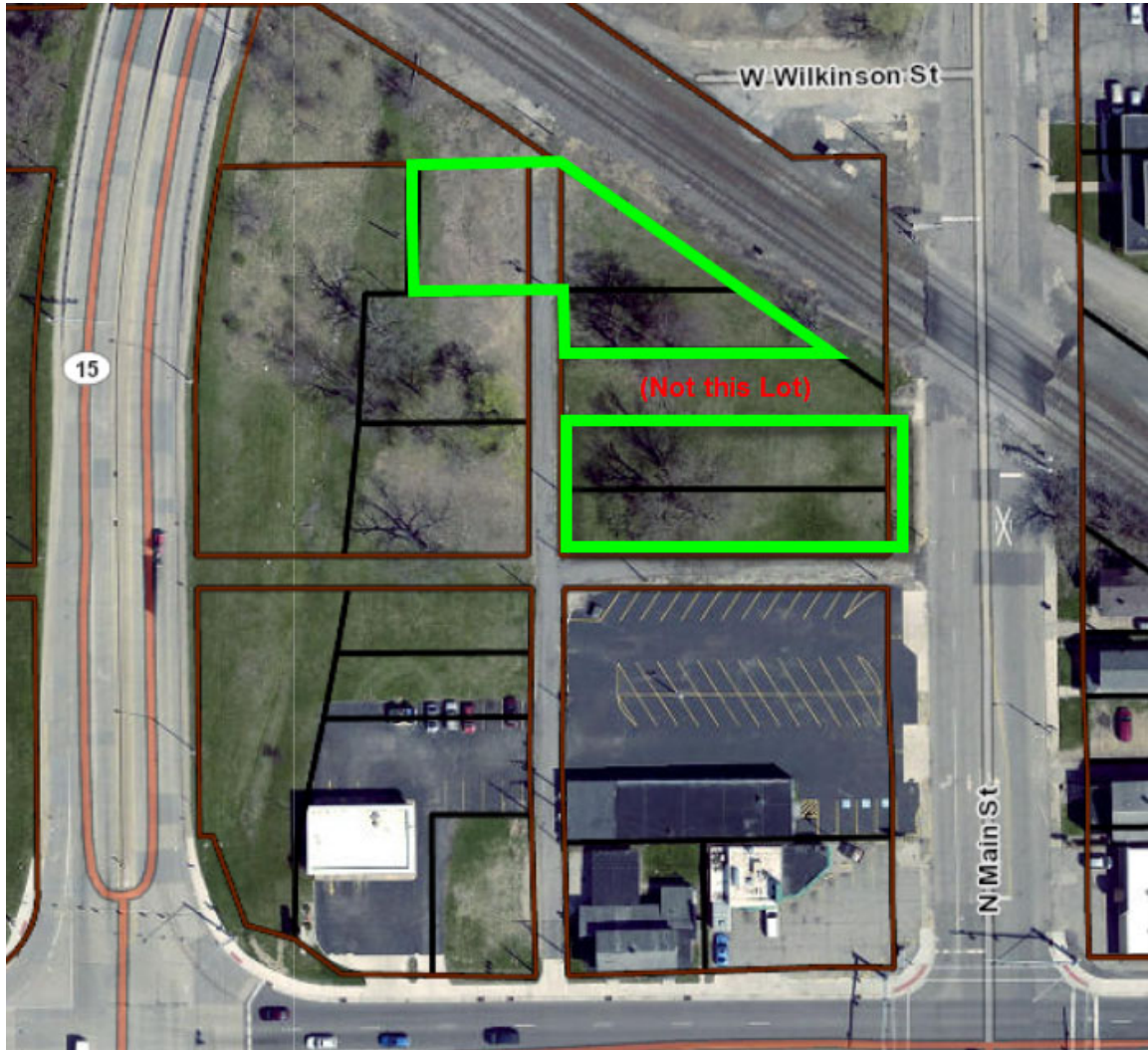
SERVICE AREA 11

305 East Kercher Road



SERVICE AREA 12

300-Block of North Main Street

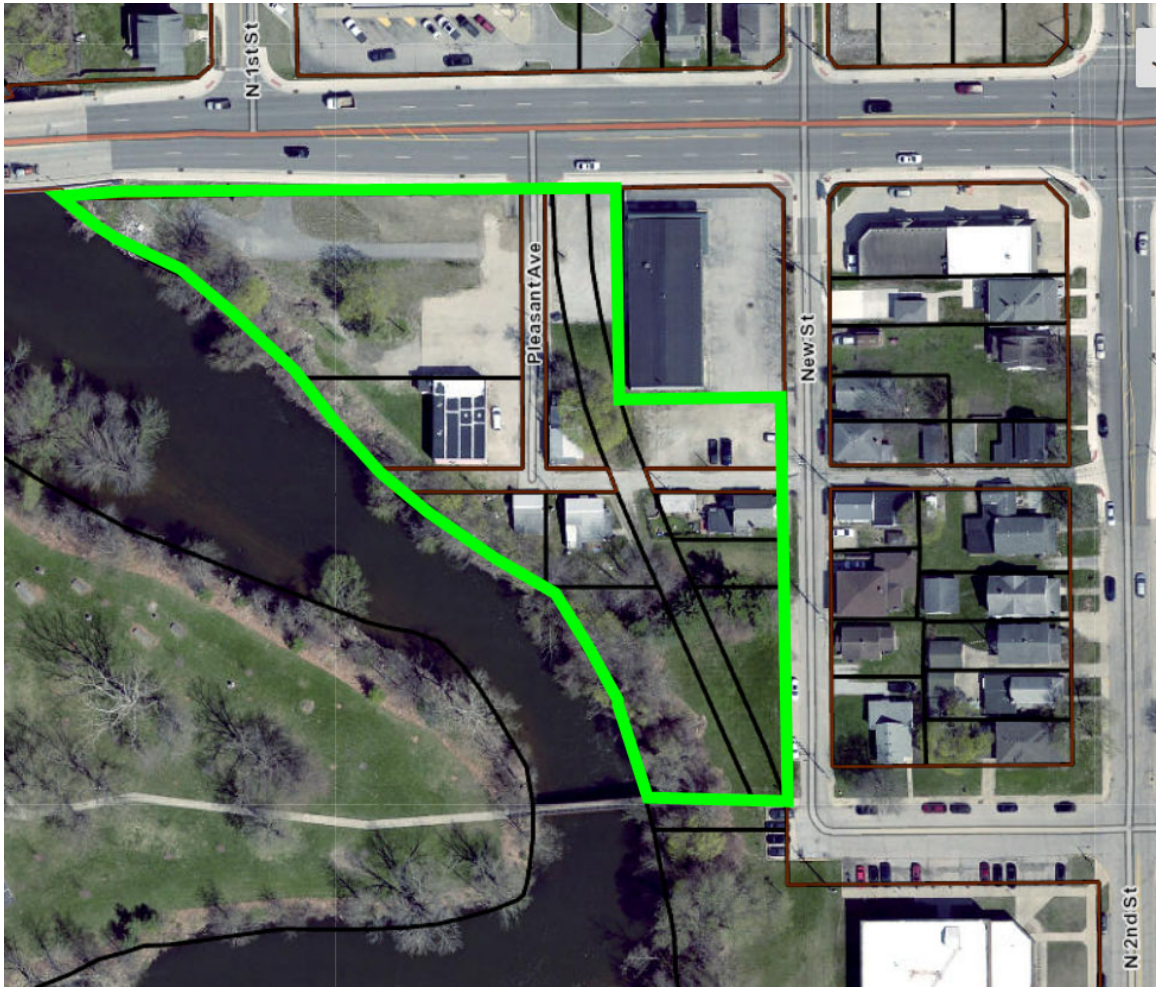


ADDITIONAL REQUIREMENTS/INFORMATION FOR SERVICE AREA 12:

1. City is in the process of transferring this real estate. City will notify Contractor when Services are to discontinued at this Service Area.
2. No fall clean-up needed at this location.

SERVICE AREA 13

400-Block West Pike Street and 200-Block New Street



SERVICE AREA 14

200-Block of South Third Street



SERVICE AREA 15

210 West Washington Street



SERVICE AREA 16

208 West Washington Street



ADDITIONAL REQUIREMENTS/INFORMATION ON SERVICE AREA 16:

1. City is in the process of acquiring this real estate. City will notify Contractor when Services are to begin at this Service Area.

SERVICE AREA 17

400-Block of South Third Street



SERVICE AREA 18

River Race Drive/South Second Street, including south Island



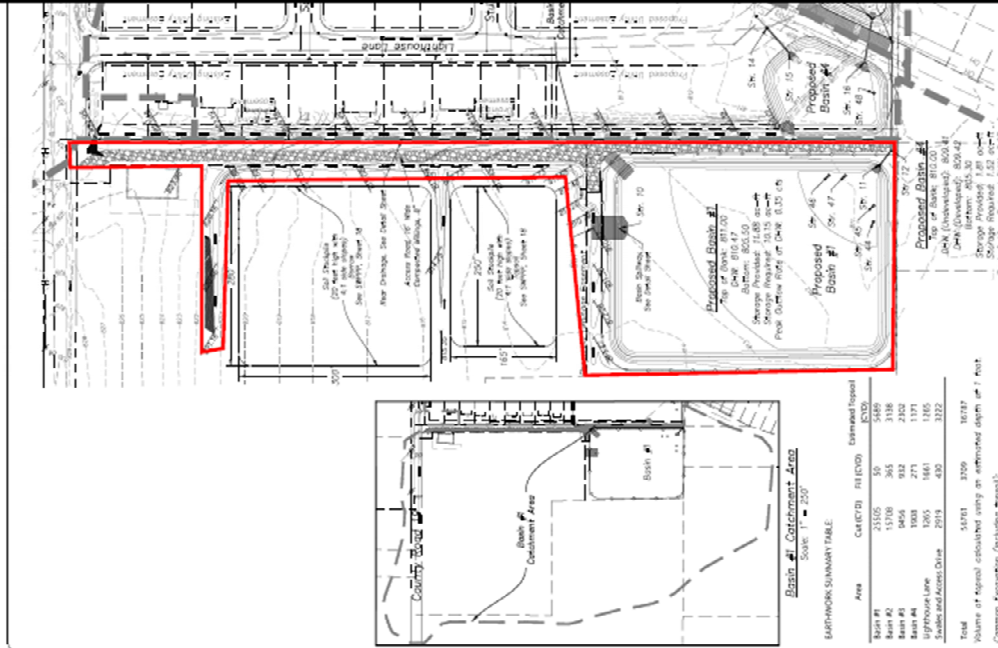
SERVICE AREA 19

600-700 Blocks of East Lincoln Avenue



SERVICE AREA 20

County Road 19 Stormwater Basin and Access Drive



(ADDITIONAL REQUIREMENTS/INFORMATION CONTINUED NEXT PAGE)

ADDITIONAL REQUIREMENTS/INFORMATION FOR SERVICE AREA 20:

1. City is working to establish vegetation on this property where ground was disturbed as part of a drainage improvement project. The areas to be mowed include the areas outlined in red along the access road (south of the fence by the drainage swale), the stormwater swales, and the stormwater detention basin. The soils in this area are heavy clay, so care is to be taken if the areas are wet.
2. In 2023, Contractor shall mow vegetation in all areas outlined in red one (1) time each month during the mowing season to a minimum height of four inches (4"). However, as new grass is being established, Contractor shall NOT mow areas where the average height of the vegetation is less than four inches (4"). In addition, if the weather is overly dry and the vegetation is dormant, Contractor shall not perform the monthly mowing.
3. Contractor shall not allow woody vegetation to become established and shall remove the weedy growth from around all pipe sections, storm structures, and riprap stone.
4. In 2024 and subsequent years, if vegetation is actively growing, Contractor shall mow the area outlined in red shall be mowed as needed, but not less than two (2) times per year, to a minimum height of three to four inches (3" to 4"). Vegetation shall not exceed a height of six inches (6").
5. No fall clean-up needed at this location.

EXHIBIT B - COSTS FOR LAWN SERVICES

4/13/23 Proposal

Contractor:

Affordable Lawn & Landscaping, Inc.
Goshen, IN

| | Service Area | Basis/Unit | Estimated Count | 2023 Unit Cost | 2023 Estimated Total Cost for Season | 2024 Unit Cost | 2024 Estimated Total Cost for Season | 2025 Unit Cost | 2025 Estimated Total Cost for Season |
|-------------------------|--|------------------------------|-----------------|----------------|--------------------------------------|----------------|--------------------------------------|----------------|--------------------------------------|
| 1 ENG | Third Street/Madison Street from Pike Street south to Main Street, including Parking Areas (Includes Weed Control) | Lump Sum Monthly Cost | 6 | 1,000.00 | 6,000.00 | 1,000.00 | 6,000.00 | 1,000.00 | 6,000.00 |
| 2 ENG | City Hall at 202 South Fifth Street, Utilities Billing Office at 203 South Fifth Street, City Annex Building at 204 East Jefferson Street, and Goshen Police & Court Building at 111 East Jefferson Street | Lump Sum Monthly Cost | 6 | 666.67 | 4,000.02 | 666.67 | 4,000.02 | 666.67 | 4,000.02 |
| 3 ENG | Goshen Police Training Facility at 713 East Lincoln Avenue and Northeast Corner of East Lincoln Avenue and Olive Street | Lump Sum Monthly Cost | 6 | 75.00 | 450.00 | 75.00 | 450.00 | 75.00 | 450.00 |
| 4 ENG | East Lincoln Avenue Stormwater Basin | Lump Sum Monthly Cost | 6 | 150.00 | 900.00 | 150.00 | 900.00 | 150.00 | 900.00 |
| 5 ENG | 901 North Main Street | Lump Sum Monthly Cost | 6 | 80.00 | 480.00 | 80.00 | 480.00 | 80.00 | 480.00 |
| 6 ENG | Southeast Corner of East Wilden Avenue and North Sixth Street | Lump Sum Monthly Cost | 6 | 50.00 | 300.00 | 50.00 | 300.00 | 50.00 | 300.00 |
| 7 ENG | Northeast Corner of East Wilden Avenue and North Sixth Street (Percentage increase in Service Area Cost does not apply in 2024) | Lump Sum Monthly Cost (2024) | 6 | 0.00 | 0.00 | 50.00 | 300.00 | 50.00 | 300.00 |
| 8 ENG | East Kercher Road Stormwater Basin (Turf Surrounding Basin) | Lump Sum Monthly Cost | 6 | 450.00 | 2,700.00 | 450.00 | 2,700.00 | 450.00 | 2,700.00 |
| 8 ENG | East Kercher Road Stormwater Basin (Side Slopes and Bottom of Basin) | Unit Cost for Each Mow | 6 | 225.00 | 1,350.00 | 225.00 | 1,350.00 | 225.00 | 1,350.00 |
| 9 ENG | South Side of East Kercher Road at Pine Manor Avenue | Lump Sum Monthly Cost | 6 | 40.00 | 240.00 | 40.00 | 240.00 | 40.00 | 240.00 |
| 10 ENG | West Plymouth Avenue Stormwater Basin | Lump Sum Monthly Cost | 6 | 166.67 | 1,000.02 | 166.67 | 1,000.02 | 166.67 | 1,000.02 |

4/13/23 Proposal

Contractor:

Affordable Lawn & Landscaping, Inc.
Goshen, IN

| | Service Area | Basis/Unit | Estimated Count | 2023 Unit Cost | 2023 Estimated Total Cost for Season | 2024 Unit Cost | 2024 Estimated Total Cost for Season | 2025 Unit Cost | 2025 Estimated Total Cost for Season |
|--------|---|-----------------------------|-----------------|----------------|--------------------------------------|----------------|--------------------------------------|----------------|--------------------------------------|
| 11 RDV | 305 East Kercher Road | Lump Sum Monthly Cost | 6 | 80.00 | 480.00 | 80.00 | 480.00 | 80.00 | 480.00 |
| 12 RDV | 300-Block of North Main Street | Unit Cost for Each Mow | 20 | 70.00 | 1,400.00 | 70.00 | 1,400.00 | 70.00 | 1,400.00 |
| 13 RDV | 400-Block West Pike Street and 200-Block New Street | Unit Cost for Each Mow | 20 | 50.00 | 1,000.00 | 50.00 | 1,000.00 | 50.00 | 1,000.00 |
| 13 RDV | 400-Block West Pike Street and 200-Block New Street | Unit Cost for Fall Clean-Up | 1 | 50.00 | 50.00 | 50.00 | 50.00 | 50.00 | 50.00 |
| 14 RDV | 200-Block of South Third Street | Unit Cost for Each Mow | 20 | 75.00 | 1,500.00 | 75.00 | 1,500.00 | 75.00 | 1,500.00 |
| 14 RDV | 200-Block of South Third Street | Unit Cost for Fall Clean-Up | 1 | 25.00 | 25.00 | 25.00 | 25.00 | 25.00 | 25.00 |
| 15 RDV | 210 West Washington Street | Unit Cost for Each Mow | 20 | 25.00 | 500.00 | 25.00 | 500.00 | 25.00 | 500.00 |
| 15 RDV | 210 West Washington Street | Unit Cost for Fall Clean-Up | 1 | 25.00 | 25.00 | 25.00 | 25.00 | 25.00 | 25.00 |
| 16 RDV | 208 West Washington Street | Unit Cost for Each Mow | 20 | 50.00 | 1,000.00 | 50.00 | 1,000.00 | 50.00 | 1,000.00 |
| 16 RDV | 208 West Washington Street | Unit Cost for Fall Clean-Up | 1 | 50.00 | 50.00 | 50.00 | 50.00 | 50.00 | 50.00 |
| 17 RDV | 400-Block of South Third Street | Unit Cost for Each Mow | 20 | 75.00 | 1,500.00 | 75.00 | 1,500.00 | 75.00 | 1,500.00 |
| 17 RDV | 400-Block of South Third Street | Unit Cost for Fall Clean-Up | 1 | 10.00 | 10.00 | 10.00 | 10.00 | 10.00 | 10.00 |

4/13/23 Proposal

Affordable Lawn & Landscaping, Inc.
Goshen, IN

Contractor:

| Service Area | Basis/Unit | Estimated Count | 2023 Unit Cost | 2023 Estimated Total Cost for Season | 2024 Unit Cost | 2024 Estimated Total Cost for Season | 2025 Unit Cost | 2025 Estimated Total Cost for Season |
|---|-------------------------------|-----------------|----------------|--------------------------------------|----------------|--------------------------------------|----------------|--------------------------------------|
| 18 RDV River Race Drive/South Second Street, including south Island | Unit Cost for Each Mow | 20 | 55.00 | 1,100.00 | 55.00 | 1,100.00 | 55.00 | 1,100.00 |
| 18 RDV River Race Drive/South Second Street, including south Island | Unit Cost for Fall Clean-Up | 1 | 25.00 | 25.00 | 25.00 | 25.00 | 25.00 | 25.00 |
| 19 RDV 600-700 Blocks of East Lincoln Avenue | Unit Cost for Each Mow | 20 | 90.00 | 1,800.00 | 90.00 | 1,800.00 | 90.00 | 1,800.00 |
| 19 RDV 600-700 Blocks of East Lincoln Avenue | Unit Cost for Fall Clean-Up | 1 | 100.00 | 100.00 | 100.00 | 100.00 | 100.00 | 100.00 |
| 20 ENG County Road 19 Stormwater Basin and Access Drive | Unit Cost for Each Mow (2023) | 6 | 40.00 | 240.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 20 ENG County Road 19 Stormwater Basin and Access Drive (Percentage increase in Service Area Cost does not apply in 2024) | Unit Cost for Each Mow (2024) | 6 | 0.00 | 0.00 | 40.00 | 240.00 | 40.00 | 240.00 |

Cost Adjustment for Subsequent Mowing Seasons

Maximum percentage increase in Service Area Unit Cost if renew Contract in subsequent year(s):

None
Provided

RESOLUTION 14-2023

Annual Determination of Excess Assessed Value in the Lippert/Dierdorff Allocation Area

WHEREAS, the Goshen Redevelopment Commission established the Lippert/Dierdorff Economic Development Area and Allocation Area.

WHEREAS, Indiana Code §36-7-14-39(b)(4)(A) requires the Redevelopment Commission to determine, before July 1st of each year, what amount, if any, by which the assessed value of the taxable property in the allocation area for the most recent assessment date minus the based assessed value, when multiplied by the estimated tax rate of the allocation area, will exceed the amount of the assessed value needed to produce the property taxes necessary to make, when due, principal and interest payments on bonds described in Indiana Code § 36-7-14-39(b)(3) plus the amount necessary for other purposes described in Indiana Code § 36-7-14-39(b)(3).

WHEREAS, Indiana Code §36-7-14-39(b)(4)(B) requires that the Redevelopment Commission provide, before July 1st of each year, written notice to the county auditor, the fiscal body of the municipality that established the department of redevelopment, and the officers who are authorized to fix budgets, tax rates, and tax levies under Indiana Code § 6-1.1-17-5 for each of the other taxing units that is wholly or partly located with the allocation area.

WHEREAS, Indiana Code §36-7-14-39(b)(4)(C) requires that the Redevelopment Commission provide, before July 1st of each year, to the legislative body of the unit its determination of the excess assessed value that the Commission proposes to allocate to the respective taxing units.

NOW, THEREFORE, BE IT RESOLVED that, pursuant to Indiana Code §36-7-14-39(b)(4), the Goshen Redevelopment Commission determines that the:

- (A) The assessed value of the taxable property in the Lippert/Dierdorff Allocation Area for the most recent assessment date minus the based assessed value, when multiplied by the estimated tax rate of the Lippert/Dierdorff Allocation Area, will NOT exceed the amount of the assessed value needed to produce the property taxes necessary to make, when due, principal and interest payments on bonds described in Indiana Code §36-7-14-39(b)(3) plus the amount necessary for other purposes described in Indiana Code §36-7-14-39(b)(3).
- (B) There is no excess assessed value of the taxable property in the Lippert/Dierdorff Allocation Area to be allocated to the respective taxing units in the manner prescribed by Indiana Code §36-7-14-39(b)(1).
- (C) There is no excess assessed value of the taxable property in the Lippert/Dierdorff Allocation Area expected to generate more than two hundred percent (200%) of the amount of allocated tax proceeds necessary to make, when due, principal and interest payments on bonds described in Indiana Code §36-7-14-39(b)(3) plus the amount necessary for other purposes described in Indiana Code §36-7-14-39(b)(3).

BE IT FURTHER RESOLVED that a copy of this resolution shall be provided to the Elkhart County Auditor, the Goshen Common Council, and the officers of the other taxing units that are located wholly or partly within the Lippert/Dierdorff Allocation Area.

PASSED and ADOPTED on May 9, 2023

GOSHEN REDEVELOPMENT COMMISSION

Brian Garber, President

Brianne Brenneman, Secretary

RESOLUTION 15-2023

Annual Determination of Excess Assessed Value In the Consolidated River Race / US 33 Allocation Area

WHEREAS, the Goshen Redevelopment Commission established the Consolidated River Race / US 33 Economic Development Area and Allocation Area.

WHEREAS, Indiana Code §36-7-14-39(b)(4)(A) requires the Redevelopment Commission to determine, before July 1st of each year, what amount, if any, by which the assessed value of the taxable property in the allocation area for the most recent assessment date minus the based assessed value, when multiplied by the estimated tax rate of the allocation area, will exceed the amount of the assessed value needed to produce the property taxes necessary to make, when due, principal and interest payments on bonds described in Indiana Code § 36-7-14-39(b)(3) plus the amount necessary for other purposes described in Indiana Code § 36-7-14-39(b)(3).

WHEREAS, Indiana Code §36-7-14-39(b)(4)(B) requires that the Redevelopment Commission provide, before July 1st of each year, written notice to the county auditor, the fiscal body of the municipality that established the department of redevelopment, and the officers who are authorized to fix budgets, tax rates, and tax levies under Indiana Code § 6-1.1-17-5 for each of the other taxing units that is wholly or partly located with the allocation area.

WHEREAS, Indiana Code §36-7-14-39(b)(4)(C) requires that the Redevelopment Commission provide, before July 1st of each year, to the legislative body of the unit its determination of the excess assessed value that the Commission proposes to allocate to the respective taxing units.

NOW, THEREFORE, BE IT RESOLVED that, pursuant to Indiana Code §36-7-14-39(b)(4), the Goshen Redevelopment Commission determines that the:

- (A) The assessed value of the taxable property in the Consolidated River Race / US 33 Allocation Area for the most recent assessment date minus the based assessed value, when multiplied by the estimated tax rate of the Consolidated River Race / US 33 Allocation Area, will NOT exceed the amount of the assessed value needed to produce the property taxes necessary to make, when due, principal and interest payments on bonds described in Indiana Code §36-7-14-39(b)(3) plus the amount necessary for other purposes described in Indiana Code §36-7-14-39(b)(3).
- (B) There is no excess assessed value of the taxable property in the Consolidated River Race / US 33 Allocation Area to be allocated to the respective taxing units in the manner prescribed by Indiana Code §36-7-14-39(b)(1).
- (C) There is no excess assessed value of the taxable property in the Consolidated River Race / US 33 Allocation Area expected to generate more than two hundred percent (200%) of the amount of allocated tax proceeds necessary to make, when due, principal and interest payments on bonds described in Indiana Code §36-7-14-39(b)(3) plus the amount necessary for other purposes described in Indiana Code §36-7-14-39(b)(3).

BE IT FURTHER RESOLVED that a copy of this resolution shall be provided to the Elkhart County Auditor, the Goshen Common Council, and the officers of the other taxing units that are located wholly or partly within the Consolidated River Race / US 33 Allocation Area.

PASSED and ADOPTED on May 9, 2023

GOSHEN REDEVELOPMENT COMMISSION

Brian Garber, President

Brienne Brenneman, Secretary

RESOLUTION 16-2023

Annual Determination of Excess Assessed Value In the Southeast Allocation Area

WHEREAS, the Goshen Redevelopment Commission established the Southeast Economic Development Area and Allocation Area.

WHEREAS, Indiana Code §36-7-14-39(b)(4)(A) requires the Redevelopment Commission to determine, before July 1st of each year, what amount, if any, by which the assessed value of the taxable property in the allocation area for the most recent assessment date minus the based assessed value, when multiplied by the estimated tax rate of the allocation area, will exceed the amount of the assessed value needed to produce the property taxes necessary to make, when due, principal and interest payments on bonds described in Indiana Code § 36-7-14-39(b)(3) plus the amount necessary for other purposes described in Indiana Code § 36-7-14-39(b)(3).

WHEREAS, Indiana Code §36-7-14-39(b)(4)(B) requires that the Redevelopment Commission provide, before July 1st of each year, written notice to the county auditor, the fiscal body of the municipality that established the department of redevelopment, and the officers who are authorized to fix budgets, tax rates, and tax levies under Indiana Code § 6-1.1-17-5 for each of the other taxing units that is wholly or partly located with the allocation area.

WHEREAS, Indiana Code §36-7-14-39(b)(4)(C) requires that the Redevelopment Commission provide, before July 1st of each year, to the legislative body of the unit its determination of the excess assessed value that the Commission proposes to allocate to the respective taxing units.

NOW, THEREFORE, BE IT RESOLVED that, pursuant to Indiana Code §36-7-14-39(b)(4), the Goshen Redevelopment Commission determines that the:

- (A) The assessed value of the taxable property in the Southeast Allocation Area for the most recent assessment date minus the based assessed value, when multiplied by the estimated tax rate of the Southeast Allocation Area, will NOT exceed the amount of the assessed value needed to produce the property taxes necessary to make, when due, principal and interest payments on bonds described in Indiana Code §36-7-14-39(b)(3) plus the amount necessary for other purposes described in Indiana Code §36-7-14-39(b)(3).
- (B) There is no excess assessed value of the taxable property in the Southeast Allocation Area to be allocated to the respective taxing units in the manner prescribed by Indiana Code §36-7-14-39(b)(1).
- (C) There is no excess assessed value of the taxable property in the Southeast Allocation Area expected to generate more than two hundred percent (200%) of the amount of allocated tax proceeds necessary to make, when due, principal and interest payments on bonds described in Indiana Code §36-7-14-39(b)(3) plus the amount necessary for other purposes described in Indiana Code §36-7-14-39(b)(3).

BE IT FURTHER RESOLVED that a copy of this resolution shall be provided to the Elkhart County Auditor, the Goshen Common Council, and the officers of the other taxing units that are located wholly or partly within the Southeast Allocation Area.

PASSED and ADOPTED on May 9, 2023

GOSHEN REDEVELOPMENT COMMISSION

Brian Garber, President

Brianne Brenneman, Secretary

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 **April 12, 2023 through May 5, 2023** and finds that entries are allowed in the total amount of **\$ 1,028,499.66**

APPROVED on May 9, 2023

Brian Garber, President

Brianne Brenneman, Secretary

GOSHEN REDEVELOPMENT COMMISSION

Expenditure Report - by Budget Line and Payee

Claims from 04/12/2023 through 05/05/23

| | | | |
|----------------------------|--|---|---------------------|
| 406-560-00-431.0502 | | RDV NON-RVRT OP/Contractual Services | |
| 5/4/2023 | Affordable Lawn Service (04844) | | \$870.00 |
| | | Line Total for Period: | \$870.00 |
| 406-560-00-435.0101 | | RDV NON-RVRT OP/Electric | |
| 5/5/2023 | NIPSCO (00014) | | \$36.31 |
| | | Line Total for Period: | \$36.31 |
| 406-560-00-435.0201 | | RDV NON-RVRT OP/Gas | |
| 5/5/2023 | NIPSCO (00014) | | \$53.72 |
| | | Line Total for Period: | \$53.72 |
| 406-560-00-442.0000 | | RDV NON-RVRT OP/Capital Projects | |
| 4/26/2023 | Barkes, Kolbus, Rife & Shuler-FID ACCT (05080) | | \$160,260.00 |
| | | Line Total for Period: | \$160,260.00 |
| 473-560-00-431.0502 | | SOUTHEAST TIF/Contractual Services | |
| 5/3/2023 | American Structurepoint, Inc. (03093) | | \$8,736.00 |
| 5/3/2023 | American Structurepoint, Inc. (03093) | | \$32,346.87 |
| 5/4/2023 | American Structurepoint, Inc. (03093) | | \$11,484.50 |
| 5/4/2023 | American Structurepoint, Inc. (03093) | | \$48,806.95 |
| 5/5/2023 | Abonmarche (05859) | | \$1,124.00 |
| | | Line Total for Period: | \$102,498.32 |
| 473-560-00-442.0000 | | SOUTHEAST TIF/Capital Projects | |
| 5/3/2023 | Abonmarche (05859) | | \$3,160.00 |
| 5/5/2023 | Abonmarche (05859) | | \$5,157.50 |
| 5/5/2023 | Abonmarche (05859) | | \$65,000.00 |
| | | Line Total for Period: | \$73,317.50 |
| 480-560-00-431.0502 | | RR/US 33 TIF/Contractual Services | |
| 5/3/2023 | Jones Petrie Rafinski Corp. (00463) | | \$53,593.50 |
| | | Line Total for Period: | \$53,593.50 |

| | | |
|----------------------------|--|-----------------------|
| 480-560-00-439.0930 | RR/US 33 TIF/Other Services & Charges | |
| 4/19/2023 | Commercial Appraisal Services, Inc. (09958) | \$1,000.00 |
| 5/3/2023 | Barkes, Kolbus, Rife & Shuler, LLP (00311) | \$2,312.96 |
| 5/3/2023 | Goshen Utilities (00013) | \$36.30 |
| 5/3/2023 | Goshen Utilities (00013) | \$23.65 |
| | Line Total for Period: | \$3,372.91 |
| <hr/> | | |
| 480-560-00-441.0001 | RR/US 33 TIF/Property Acquisition | |
| 4/26/2023 | Gary Pletcher | \$3,300.00 |
| 4/26/2023 | Kurt Vargas & Norma Hernandez | \$3,250.00 |
| 4/26/2023 | Martina Dawson | \$3,050.00 |
| 4/26/2023 | Peter Perez | \$3,300.00 |
| 5/4/2023 | Spacemaker Self Storage, Inc. | \$23,100.00 |
| | Line Total for Period: | \$36,000.00 |
| <hr/> | | |
| 480-560-00-442.0000 | RR/US33 TIF/Capital Projects | |
| 5/3/2023 | NuWay Construction | \$285,966.46 |
| 5/3/2023 | NuWay Construction | \$312,530.94 |
| | Line Total for Period: | \$598,497.40 |
| <hr/> | | |
| | Total Expenditures for Period: | \$1,028,499.66 |



May 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. 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.

Goshen Engineering is working to engage American Structurepoint to serve as the City’s agent to schedule another site meeting with the Federal Railroad Administration (FRA) and Norfolk Southern. The goal is to settle on a final plan in 2023 that can be implemented in 2024.

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. Goshen Engineering is has issue a right-of-way permit for the relocation, but has not receive conformation the utilities are clear. Design plans are being finalized and bidding for this project is anticipated to occurring in the May 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 late 2023 or 2024.

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

This project is substantially complete.

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. We are in the process of amending the River Race TIF to carve out this parcel, establishing it as its own allocation area, and will then proceed with issuance of the bond.

The design is eighty percent complete, and the City and its consultant are working through utility coordination. Due to a project conflict with a natural gas line, the City is working with NIPSCO to perform a utility relocation. This work is anticipated to be complete in 2023, which will push the City's project into 2024. Project letting is still anticipated for June of 2023.

PROJECT: RIVER ART

PROJECT DESCRIPTION

The half block at 3rd & Jefferson is currently vacant and ready for development. The City is soliciting proposals from interested developers.

PROJECT UPDATE

A new RFP has been issued for redevelopment of this site with proposals due by April 11, 2023.

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 one-acre lot, established as the Millrace Townhomes Subdivision, is currently vacant and proposals are being solicited by interested developers.

PROJECT UPDATE

A new RFP has been issued for redevelopment of this site with proposals due by April 11, 2023.

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. The City will begin the process of purchasing right-of-way in 2023.

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

American Structurepoint is working on Phase I utility coordination. The City as one of the affected utilities has received plans requiring comment to be provided back to American Structurepoint.

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. Prior to proceeding with a traditional design/build, staff is exploring the “Build Operate Transfer” model and will bring an update to the Commission at next month’s meeting.

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 February 2023, a public meeting was held with potentially affected property owners. Goshen Engineering continues to work on the project design, and anticipates bidding this project in the fall of 2023 for construction in 2024. It should be noted that depending on where other projects come in on cost, this project may need to be delayed.

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.

The site has been purchased. City staff have begun 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 progressed through the winter of 2022 as weather allowed. HRP Construction was able to complete the gravity sewer installation and enough of the water main to allow Brinkley RV to occupy their first building in March 2023. The second building is well on its way to be being fully enclosed. HRP continues to install water main along County Road 31 to complete the water main loop. They are also working on the stormwater infrastructure within the development site as well as the development's primary lift station. The goal is to have Brinkley East completed by July, which will better support Brinkley RV's operation in Building No. 1 and future Building No. 2.

Niblock Excavating continues to balance the site with earth movement to allow the road, the development sites, and the detention basins to meet their final grades. Work on site earthwork will continue well into summer.

As we approach July and the Elkhart County Fair, County Road 36 will receive a pavement scratch coat to allow the road safely passed during the fair. Once the fair is over the road will be shut down once again in September to perform pavement reclamation and install a new pavement surface. This work will be an addition to the project, but necessary since the heavy construction in this corridor has severely damage the road bed.

The City and County continue to work together to address outstanding drainage issues.

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 is enclosed and Nuway is working on finalizing the interior framing, electrical and plumbing work. The exterior utilities are in and the rest of the site's exterior will start taking shape in the next month with the installation curb, pavement, and drive approaches. The City is working through several change order requests and time extensions from the contractor.