



**GOSHEN REDEVELOPMENT COMMISSION
AGENDA FOR THE REGULAR MEETING OF July 11, 2023**

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

The Goshen Redevelopment Commission will meet on July 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.

- 1. CALL TO ORDER/ROLL CALL**
- 2. CHANGES TO THE AGENDA**
- 3. APPROVAL OF MINUTES**
- 4. NEW BUSINESS**

Resolution 18-2023 – Award Bid and Authorize Negotiation and Execution of Agreement for Tenth Street Reconstruction from Jackson Street to Reynolds Street

Resolution 21-2023 – Resolution of the Goshen Redevelopment Commission Pledging TIF Revenues for the 9th Street Corridor Allocation Area

Resolution 22-2023 – Accept Committee Recommendation to Negotiate a Purchase Agreement with AP Development, LLC for 3rd & Jefferson Street Redevelopment Property

Resolution 23-2023 –Interlocal Agreement with the County of Elkhart for Public Drainage Infrastructure Project

Resolution 24-2023 – Agreement Amendment #3 with American Structurepoint, Inc. for Quiet Zone

- 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 – August 8, 2023 at 3:00 p.m.

GOSHEN REDEVELOPMENT COMMISSION

Minutes for the Regular Meeting of June 13, 2023

The Goshen Redevelopment Commission met in a regular meeting on June 13, 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, Brian Garber, Andrea Johnson, Brett Weddell and Bradd Weddell

Absent: Steve Brenneman

CHANGES TO THE AGENDA

Commission President Garber indicated that a request was made to remove Resolution 18-2023 – Award Bid and Authorize Negotiation and Execution of Agreement for Tenth Street Reconstruction from Jackson Street to Reynolds Street

A motion was made by Commissioner Weddell and seconded by Commissioner B. Brenneman to remove Resolution 18-2023 from the agenda.

The motion was adopted unanimously.

APPROVAL OF MINUTES

A motion was made by Commissioner Weddell and seconded by Commissioner Johnson to approve the minutes of the May 9, 2023 regular meeting.

The motion was adopted unanimously.

Resolution 19-2023 – Accept Committee Recommendation to Negotiate a Purchase Agreement with Viewrail for Millrace Townhomes Property

(1:15) Becky Hutsell, Redevelopment Director, a Request for Proposals was issued in March for the former Millrace Townhomes property and two proposals were received. A Selection Committee consisting of Brianne Brenneman, Brett Weddell and Becky Hutsell reviewed both proposals and are requesting the Commission to accept the recommendation to move forward with negotiation of an agreement with Viewrail for the Millrace Flats development.

Redevelopment Director Becky Hutsell stated that Shane Dyer from Viewrail was in attendance and available if the Commission had any questions.

Questions from Commission members regarding the other proposal received monthly rent amount and exterior looks.

Commissioner B. Brenneman, who was on the Select Committee commented that she liked that having a local partner who is trusted.

Commission President Garber stated he was going to recuse himself from voting since Shane Dyer is a family member.

A motion was made by Commissioner Johnson and seconded by Commissioner B. Brenneman to approve Resolution 19-2023.

The motion was adopted unanimously.

Resolution 20-2023 – Economic Development Agreement with Cherry Creek, LLC

(5:35) Becky Hutsell, Redevelopment Director, presented a power point highlighting some of the key points of the development agreement. The development started the City's first residential TIF. Ms. Hutsell outlined the agreement and a few of the key points are. There are 170 acres within the development which will be developed in two phases. Phase 1 will be 84 acres and Phase 2 will be 90 acres which will begin in 2028. This is a mixed use development with limited commercial space. The total number of new owner occupied units at 1400. The estimate for the public infrastructure is approximately 31 million which does not include any private work on the lots. The state just changed the residential TIF's from 25 years to 20 years. Talked about the TIF reimbursements. The trail system will be continued through the development. Explained Baker Tilly report about the impact of the development on city and schools. After the expiration of the TIF, the City will receive approximately 1 million additional tax revenue.

(34:00) Tonia Detweiler, gave a huge thank you to the city. This has been a process and negotiation with the City over the last 6-8 months to really try to figure out how to grow at this rate. I think Cherry Creek will allow the City to grow on the south side. The development is designed to be an amenity rich maintenance free neighborhood. Wants to create intergenerational community. CCYC Campus Center, a licensed child care center, has agreed to rent space for 100 spot child care. Talked of the other possible amenities.

Questions and discussion between Commission members, staff and Ms. Detweiler.

Commissioner Johnson asked if the school system supported this project and Commissioner Bradd Weddell, School Liaison, stated that they do support this since there is capacity available for new students within the school system.

(49:20) Steve Hope, Superintendent, Goshen Community Schools, 613 E Purl Street, stated his support for this project.

(50:31) Nick Kieffer, Goshen Chamber of Commerce, stated the Chamber is in support of the project.

Commissioner B. Brenneman and Commissioner Garber stated their support for the project.

A motion was made by Commissioner Weddell and seconded by Commissioner B. Brenneman to approve Resolution 20-2023.

The motion was adopted unanimously.

APPROVAL OF REGISTER OF CLAIMS

A motion was made by Commissioner Weddell and seconded by Commissioner Johnson to approve the payment of the Register of Claims totaling \$1,863,268.44

The motion was adopted unanimously.

MONTHLY REDEVELOPMENT STAFF REPORT

Redevelopment Director Becky Hutsell updated the Commission on the RFP for the new fire station.

OPEN FORUM

Commissioner Weddell asked about the other proposals received for the Millrace and 3rd Street location.

Commissioner Garber asked if any reimbursements have been received from the 3rd Street developer and asked if a lien was ever put on the property.

Jonathan Graber, 647 River Race Drive, thanked the Commission for their support for the Millrace Co-Housing project. He also strongly suggested that the City put a lien on the property so the developer can be held responsible.

ANNOUNCEMENTS

It was announced that the next regular meeting is scheduled for July 11, 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 4:03 p.m.

APPROVED on July 11, 2023

GOSHEN REDEVELOPMENT COMMISSION

Brian Garber, President

Brianne Brenneman, Secretary

RESOLUTION 18-2023

Award Bid and Authorize Negotiation and Execution of Agreement for Tenth Street Reconstruction from Jackson Street to Reynolds Street

WHEREAS sealed bids were solicited for the reconstruction of Tenth Street from Jackson Street to Reynolds Street

WHEREAS the bids for the Project were opened publicly and read aloud by the Goshen Board of Public Works and Safety; and

WHEREAS the Engineering Department has reviewed the bids submitted and recommends that the bid for the Project be awarded to Niblock Excavating, as the lowest responsible and responsive bidder.

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

1. The bid for the Project is awarded to Niblock Excavating, as the lowest responsible and responsive bidder.
2. Redevelopment Director Becky Hutsell is authorized to negotiate and execute a construction agreement on behalf of the City of Goshen and Goshen Redevelopment Commission with Niblock Excavating for the Project that is consistent with their bid.
3. The execution of the construction agreement shall be presented to the Redevelopment Commission for ratification.

PASSED and ADOPTED on July 11, 2023

Brian Garber, President

Brianne Brenneman, Secretary



**Engineering Department
CITY OF GOSHEN**

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

Phone (574) 534-2201 • Fax (574) 533-8626 • TDD (574) 534-3185
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Memorandum

To: Redevelopment Commission

From: Dustin K. Sailor, Director of Public Works

RE: **TENTH STREET RECONSTRUCTION
(JN: 2022-0037)**

Date: July 6, 2023

The City received sealed bids at the Board of Works and Safety meeting on June 12, 2023, for the above-named project. Four bids were received from the following bidders:

	Base Bid	Alternate No. 1	Alternate No. 2
Niblock Excavating	\$4,037,816.95	\$210,987.00	\$410,500.00
C&E Excavating	\$4,548,255.00	\$232,700.00	\$16,420.00
HRP Construction	\$4,621,492.55	\$223,436.50	\$383,883.18
Rieth-Riley Construction	\$5,863,328.72	\$242,767.47	\$390,549.70

Bid Alternate No. 1 is for roadway improvements on Reynolds Street between Tenth Street and the railroad tracks. The roadway is in very poor condition, and is a logical improvement to undertake with reconstruction of Tenth Street. This pricing with Alternate No. 1 is an addition to the base bid amount.

Bid Alternate No. 2 is for the installation of a two-color block road versus a standard single-color surface that Goshen has installed on Jefferson Street, Madison Street, and the Hawks parking lot. The two-color surface would not add any structural improvements but would add aesthetic interest to the area. The amount bid for Alternate No. 2 is a replacement price for the Base Bid Item No. 8.1, and represents a \$41,050 increase over the base bid amount.

Goshen Engineering has reviewed the bids and information supplied with the bids and has found Niblock Excavating to be the lowest responsive and responsible bidder. Based on the submitted information supporting the bid, Goshen Engineering recommends Niblock Excavating be awarded the base bid in the amount of \$4,037,816.95 and Alternate No. 1 in the amount of \$210,987.00 for a total contract amount of \$4,248,803.95.

For Alternate No. 2, City staff requests the Goshen Redevelopment Commission make a final determination on whether to add this alternate to the contract. If the base bid and both bid alternates are accepted, the total contract price would be \$4,289,853.95.

Examples are provided on the next page showing the standard pervious pavement pattern and the multi-color pavement pattern.



Standard One Color Pave Drain Installation



Optional Multi-color Pave Drain Installation

BASE BID

Item No.	Est. Quantity	Unit	Description	Niblock Excavating		C&E Excavating		HRP Construction		Rieth-Riley Construction	
				Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
1.1	1	LSUM	Mobilization & Demobilization	\$171,500.00	\$171,500.00	\$99,232.00	\$99,232.00	\$230,000.00	\$230,000.00	\$285,000.00	\$285,000.00
2.1	1	LSUM	Construction Engineering	\$50,000.00	\$50,000.00	\$46,200.00	\$46,200.00	\$85,000.00	\$85,000.00	\$100,000.00	\$100,000.00
3.1	1	LSUM	Maintaining Traffic	\$77,500.00	\$77,500.00	\$65,000.00	\$65,000.00	\$65,000.00	\$65,000.00	\$250,000.00	\$250,000.00
4.1	1	LSUM	Clearing of Right-of-way	\$25,000.00	\$25,000.00	\$412,000.00	\$412,000.00	\$294,000.00	\$294,000.00	\$442,844.00	\$442,844.00
5.1	14,500	CYD	Excavation, Common	\$27.50	\$398,750.00	\$30.00	\$435,000.00	\$25.00	\$362,500.00	\$63.50	\$920,750.00
5.2	2,200	CYD	B-Borrow for Undercut Backfill, Undist.	\$30.00	\$66,000.00	\$35.00	\$77,000.00	\$15.00	\$33,000.00	\$73.00	\$160,600.00
5.3	280	SYD	Milling Asphalt, 1 1/2"	\$5.50	\$1,540.00	\$25.75	\$7,210.00	\$41.00	\$11,480.00	\$41.00	\$11,480.00
6.1	1	LSUM	Temporary Erosion Control	\$32,500.00	\$32,500.00	\$61,550.00	\$61,550.00	\$80,000.00	\$80,000.00	\$50,668.11	\$50,668.11
7.1	5,815	TON	Compacted Aggregate, No. 53	\$39.25	\$228,238.75	\$36.00	\$209,340.00	\$25.00	\$145,375.00	\$52.25	\$303,833.75
7.2	9,475	TON	No. 2 Stone for French Drain	\$62.50	\$592,187.50	\$51.00	\$483,225.00	\$80.00	\$758,000.00	\$80.00	\$758,000.00
8.1	1,642	SYD	Permeable Pavement System	\$225.00	\$369,450.00	\$250.00	\$410,500.00	\$220.00	\$361,240.00	\$224.05	\$367,890.10
9.1	540	TON	HMA Surface, Type B	\$120.00	\$64,800.00	\$127.00	\$68,580.00	\$128.50	\$69,390.00	\$128.50	\$69,390.00
9.2	854	TON	HMA Intermediate, Type B	\$97.50	\$83,265.00	\$103.00	\$87,962.00	\$113.50	\$96,929.00	\$113.50	\$96,929.00
9.3	1,052	TON	HMA Base, Type B	\$90.00	\$94,680.00	\$118.50	\$124,662.00	\$103.00	\$108,356.00	\$103.00	\$108,356.00
9.4	3,043	LFT	Joint Adhesive, Surface	\$0.85	\$2,586.55	\$1.00	\$3,043.00	\$1.00	\$3,043.00	\$1.00	\$3,043.00
9.5	2,943	LFT	Joint Adhesive, Intermediate	\$0.85	\$2,501.55	\$1.00	\$2,943.00	\$1.00	\$2,943.00	\$1.00	\$2,943.00
9.6	3,043	LFT	Liquid Asphalt Sealant	\$0.20	\$608.60	\$1.00	\$3,043.00	\$0.50	\$1,521.50	\$0.50	\$1,521.50
9.7	132	TON	HMA for Temporary Pavement, Type B	\$145.00	\$19,140.00	\$180.00	\$23,760.00	\$258.61	\$34,136.52	\$230.00	\$30,360.00
10.1	5	TON	Asphalt for Tack Coat	\$1.00	\$5.00	\$1.00	\$5.00	\$1.00	\$5.00	\$1.00	\$5.00
11.1	1,559	LFT	Curb and Gutter, Concrete	\$45.00	\$70,155.00	\$45.00	\$70,155.00	\$38.00	\$59,242.00	\$38.00	\$59,242.00
11.2	794	LFT	Curb, Concrete	\$45.00	\$35,730.00	\$49.00	\$38,906.00	\$37.00	\$29,378.00	\$37.00	\$29,378.00
11.3	351	LFT	Curb, Concrete, Modified	\$45.00	\$15,795.00	\$50.00	\$17,550.00	\$57.00	\$20,007.00	\$57.00	\$20,007.00
11.4	24	LFT	Header, Concrete	\$85.00	\$2,040.00	\$105.00	\$2,520.00	\$70.00	\$1,680.00	\$70.00	\$1,680.00
11.5	1,522	SYD	Sidewalk, Concrete, 4"	\$65.00	\$98,930.00	\$62.00	\$94,364.00	\$73.50	\$111,867.00	\$73.50	\$111,867.00
11.6	168	SYD	Curb Ramp, Concrete	\$245.00	\$41,160.00	\$210.00	\$35,280.00	\$293.00	\$49,224.00	\$293.00	\$49,224.00
11.7	187	SYD	PCCP for Approaches, 6"	\$95.00	\$17,765.00	\$115.00	\$21,505.00	\$91.00	\$17,017.00	\$91.00	\$17,017.00
11.8	702	SYD	PCCP for Approaches, 9"	\$100.00	\$70,200.00	\$125.00	\$87,750.00	\$110.00	\$77,220.00	\$110.00	\$77,220.00
11.9	45	LFT	Retaining Wall	\$260.00	\$11,700.00	\$835.00	\$37,575.00	\$525.00	\$23,625.00	\$430.00	\$19,350.00
12.1	3	EA	Mailbox Assembly, Double	\$500.00	\$1,500.00	\$675.00	\$2,025.00	\$525.00	\$1,575.00	\$525.00	\$1,575.00
12.2	3	EA	Mailbox Assembly, Triple	\$500.00	\$1,500.00	\$730.00	\$2,190.00	\$550.00	\$1,650.00	\$550.00	\$1,650.00
12.3	73	LFT	Hand Rail, Pedestrian	\$450.00	\$32,850.00	\$325.00	\$23,725.00	\$217.00	\$15,841.00	\$310.00	\$22,630.00
13.0	28	LFT	Pipe, 4" PVC	\$50.00	\$1,400.00	\$52.00	\$1,456.00	\$45.00	\$1,260.00	\$45.00	\$1,260.00
13.1	69	LFT	Pipe, 6" PVC	\$55.00	\$3,795.00	\$65.00	\$4,485.00	\$50.00	\$3,450.00	\$50.00	\$3,450.00
13.2	132	LFT	Pipe, 8" PVC	\$57.50	\$7,590.00	\$59.00	\$7,788.00	\$70.00	\$9,240.00	\$70.00	\$9,240.00
13.3	900	LFT	Pipe, 10" PVC	\$65.00	\$58,500.00	\$54.50	\$49,050.00	\$45.00	\$40,500.00	\$45.00	\$40,500.00
13.4	229	LFT	Pipe, 12" PVC	\$75.00	\$17,175.00	\$84.00	\$19,236.00	\$70.00	\$16,030.00	\$70.00	\$16,030.00
13.5	196	LFT	Pipe, 18" RCP	\$75.00	\$14,700.00	\$60.25	\$11,809.00	\$75.00	\$14,700.00	\$75.00	\$14,700.00
13.6	485	LFT	Pipe, 24" RCP	\$90.00	\$43,650.00	\$79.00	\$38,315.00	\$85.00	\$41,225.00	\$85.00	\$41,225.00
13.7	704	LFT	Pipe, 12" HDPE, Perforated	\$27.50	\$19,360.00	\$39.00	\$27,456.00	\$35.00	\$24,640.00	\$35.00	\$24,640.00
13.8	548	LFT	Pipe, 24" HDPE, Perforated	\$50.00	\$27,400.00	\$54.50	\$29,866.00	\$65.00	\$35,620.00	\$65.00	\$35,620.00
13.9	704	LFT	Pipe, 48" HDPE, Perforated	\$120.00	\$84,480.00	\$107.50	\$75,680.00	\$125.00	\$88,000.00	\$125.00	\$88,000.00
13.10	33	EA	Sanitary Service Connection	\$3,850.00	\$127,050.00	\$3,500.00	\$115,500.00	\$4,500.00	\$148,500.00	\$4,500.00	\$148,500.00
13.11	240	LFT	Pipe, 15" PVC	\$130.00	\$31,200.00	\$82.00	\$19,680.00	\$75.00	\$18,000.00	\$75.00	\$18,000.00
14.1	6	EA	Storm Manhole, 60" Dia.	\$6,250.00	\$37,500.00	\$6,000.00	\$36,000.00	\$8,000.00	\$48,000.00	\$8,000.00	\$48,000.00
14.2	14	EA	Storm Manhole, Drywell 72" Dia.	\$4,500.00	\$63,000.00	\$7,500.00	\$105,000.00	\$7,500.00	\$105,000.00	\$7,500.00	\$105,000.00
14.3	6	EA	Sanitary Manhole, 48" Dia.	\$4,850.00	\$29,100.00	\$4,500.00	\$27,000.00	\$7,000.00	\$42,000.00	\$7,000.00	\$42,000.00
14.4	1	EA	Sand and Oil Separator, 1000 gallon	\$10,000.00	\$10,000.00	\$12,000.00	\$12,000.00	\$11,500.00	\$11,500.00	\$11,500.00	\$11,500.00
14.5	0	EA	Storm Sewer Cleanout	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
15.1	10	EA	Catch Basin, 48" Dia.	\$4,500.00	\$45,000.00	\$5,000.00	\$50,000.00	\$7,000.00	\$70,000.00	\$7,000.00	\$70,000.00
15.2	2	EA	Catch Basin, 60" Dia.	\$6,250.00	\$12,500.00	\$7,000.00	\$14,000.00	\$8,500.00	\$17,000.00	\$8,500.00	\$17,000.00
15.3	4	EA	CASTING, Adjust to Grade	\$585.00	\$2,340.00	\$495.00	\$1,980.00	\$500.00	\$2,000.00	\$425.00	\$1,700.00
15.4	7	EA	Downspout Connection	\$750.00	\$5,250.00	\$2,145.00	\$15,015.00	\$1,700.00	\$11,900.00	\$1,700.00	\$11,900.00
15.5	1	EA	CASTING, Furnish and Adjust to Grade	\$2,150.00	\$2,150.00	\$640.00	\$640.00	\$1,000.00	\$1,000.00	\$1,700.00	\$1,700.00
14.4	0	LFT	Downspout Connection	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
16.1	202	LFT	Water Service Line, 4"	\$87.00	\$17,574.00	\$128.00	\$25,856.00	\$100.00	\$20,200.00	\$100.00	\$20,200.00
16.2	48	LFT	Water Service Line, 1.5"	\$80.00	\$3,840.00	\$83.00	\$3,984.00	\$75.00	\$3,600.00	\$75.00	\$3,600.00
16.3	38	LFT	Water Main, 6"	\$80.00	\$3,040.00	\$81.00	\$3,078.00	\$150.00	\$5,700.00	\$150.00	\$5,700.00
16.4	219	LFT	Water Main, 8"	\$80.00	\$17,520.00	\$137.00	\$30,003.00	\$125.00	\$27,375.00	\$125.00	\$27,375.00
16.5	1,530	LFT	Water Main, 12"	\$115.00	\$175,950.00	\$145.00	\$221,850.00	\$135.00	\$206,550.00	\$135.00	\$206,550.00
16.6	332	LFT	Water Main, Fire Suppression	\$85.00	\$28,220.00	\$190.00	\$63,080.00	\$150.00	\$49,800.00	\$150.00	\$49,800.00
16.7	1	EA	Wedge Valve and Box, 6"	\$2,520.00	\$2,520.00	\$2,105.00	\$2,105.00	\$2,800.00	\$2,800.00	\$2,800.00	\$2,800.00
16.8	2	EA	Wedge Valve and Box, 8"	\$3,380.00	\$6,760.00	\$3,000.00	\$6,000.00	\$4,000.00	\$8,000.00	\$4,000.00	\$8,000.00
16.9	3	EA	Gate Valve and Box, 8"	\$3,515.00	\$10,545.00	\$2,500.00	\$7,500.00	\$4,000.00	\$12,000.00	\$4,000.00	\$12,000.00
16.10	2	EA	Post Indicator Valve, 8"	\$6,050.00	\$12,100.00	\$3,700.00	\$7,400.00	\$6,500.00	\$13,000.00	\$6,500.00	\$13,000.00
16.11	12	EA	Butterfly Valve and Box, 12"	\$4,300.00	\$51,600.00	\$3,000.00	\$36,000.00	\$5,000.00	\$60,000.00	\$5,000.00	\$60,000.00
16.12.1	29	Allow	Water Service Connection Extension	\$1,500.00	\$43,500.00	\$1,500.00	\$43,500.00	\$1,500.00	\$43,500.00	\$1,500.00	\$43,500.00
16.12.2		LFT	1" DR 9 CTS HDPE Pipe	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
16.12.3		LFT	2" DR 9 CTS HDPE Pipe	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
16.12.4		EA	Corporation Stop	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
16.12.5		EA	Ball Valve	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
16.12.6		EA	Curb Stop and Box	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
16.12.7		CYD	Backfill	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
16.12a.1	29	Allow	Water Service-Building Reconnection	\$5,000.00	\$145,000.00	\$5,000.00	\$145,000.00	\$5,000.00	\$145,000.00	\$5,000.00	\$145,000.00
16.12a.2		EA	Foundation Penetration	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
16.12a.3		LSUM	Electrical Work	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
16.12a.4		LSUM	Plumbing Work	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
16.12a.5		LSUM	Interior Basement Restoration	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
16.13	5	EA	Fire Hydrant Assembly	\$12,500.00	\$62,500.00	\$8,000.00	\$40,000.00	\$9,500.00	\$47,500.00	\$9,500.00	\$47,500.00
16.14	53	LFT	Pipe Encasement, PVC SCH 40, 12"	\$65.00	\$3,445.00	\$80.00	\$4,240.00	\$125.00	\$6,625.00	\$125.00	\$6,625.00
17.1	2	EA	Mobilization & Demobilization for seeding	\$435.00	\$870.00	\$315.00	\$630.00	\$475.00	\$950.00	\$475.00	\$950.00
17.2	4,485	SYD	Mulched Seeding	\$11.00	\$49,335.00	\$22.00	\$98,670.00	\$3.24	\$14,531.40	\$2.35	\$10,539.75
17.3	14	TON	Rock Mulch	\$165.00	\$2,310.00	\$115.00	\$1,610.00	\$220.00	\$3,080.00	\$220.00	\$3,080.00
17.4	1,000	LFT	Root Barrier	\$7.00	\$7,000.00	\$5.75	\$5,750.00	\$6.00	\$6,000.00	\$25.00	\$25,000.00
18.1	48	EA	Plant, Deciduous Tree, Single Stem over 2"	\$1,150.00	\$55,200.00	\$960.00	\$46,080.00	\$630.00	\$30,240.00	\$630.00	\$30,240.00
19.1	1,070	LFT	Line, Thermoplastic, Solid, White, 4"	\$1.00	\$1,070.00	\$1.00	\$1,070.00	\$0.71	\$759.70	\$0.71	\$759.70
19.2	120	LFT	Line, Thermoplastic, Solid, Yellow, 4"	\$1.00	\$120.00	\$1.00	\$120.00	\$0.71	\$85.20	\$0.71	\$85.20
19.3	108	LFT	Line, Thermoplastic, Solid, White, 24"	\$11.00	\$1,188.00	\$8.75	\$945.00	\$8.55	\$923.40	\$8.55	\$923.40
19.4	364	LFT	Transverse Mrkg, Thermo, Parking Line, 4"	\$1.00	\$364.00	\$1.00	\$364.00	\$2.88	\$1,048.32	\$2.88	\$1,048.32
19.5	594	LFT	Transverse Mrkg, Epoxy, Parking Line, 4"	\$5.00	\$2,970.00	\$3.50	\$2,079.00	\$2.88	\$1,710.72	\$2.88	\$1,710.72

ALTERNATE 1

Item No.	Est. Quantity	Unit	Description	Niblock Excavating		C&E Excavating		HRP Construction		Rieth-Riley Construction	
				Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
4.1	1	LSUM	Clearing Right-of-Way	\$9,500.00	\$9,500.00	\$49,490.00	\$49,490.00	\$30,000.00	\$30,000.00	\$4,474.00	\$4,474.00
5.1	779	CYD	Excavation, Common	\$27.50	\$21,422.50	\$30.00	\$23,370.00	\$25.00	\$19,475.00	\$63.50	\$49,466.50
6.1	1	LSUM	Temporary Erosion Control	\$3,500.00	\$3,500.00	\$650.00	\$650.00	\$14,000.00	\$14,000.00	\$5,961.97	\$5,961.97
7.1	846	TON	Compacted Aggregate, No. 53	\$40.00	\$33,840.00	\$36.00	\$30,456.00	\$25.00	\$21,150.00	\$52.25	\$44,203.50
9.1	79	TON	HMA Surface, Type B	\$125.00	\$9,875.00	\$127.00	\$10,033.00	\$128.50	\$10,151.50	\$128.50	\$10,151.50
9.2	131	TON	HMA Intermediate, Type B	\$100.00	\$13,100.00	\$103.00	\$13,493.00	\$113.50	\$14,868.50	\$113.50	\$14,868.50
9.3	158	TON	HMA Base, Type B	\$95.00	\$15,010.00	\$118.50	\$18,723.00	\$103.00	\$16,274.00	\$103.00	\$16,274.00
9.4	315	LFT	Joint Adhesive, Surface	\$0.85	\$267.75	\$1.00	\$315.00	\$1.00	\$315.00	\$1.00	\$315.00
9.5	315	LFT	Joint Adhesive, Intermediate	\$0.85	\$267.75	\$1.00	\$315.00	\$1.00	\$315.00	\$1.00	\$315.00
9.6	315	LFT	Liquid Asphalt Sealant	\$0.20	\$63.00	\$1.00	\$315.00	\$0.50	\$157.50	\$0.50	\$157.50
10.1	1	TON	Asphalt for Tack Coat	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00
11.4	630	LFT	Header, Concrete	\$85.00	\$53,550.00	\$48.50	\$30,555.00	\$70.00	\$44,100.00	\$70.00	\$44,100.00
11.7	14	SYD	PCCP for Approaches, 6"	\$115.00	\$1,610.00	\$115.00	\$1,610.00	\$91.00	\$1,274.00	\$91.00	\$1,274.00
11.8	300	SYD	PCCP for Approaches, 9"	\$115.00	\$34,500.00	\$125.00	\$37,500.00	\$110.00	\$33,000.00	\$110.00	\$33,000.00
13.2	26	LFT	Pipe, 8" PVC	\$60.00	\$1,560.00	\$59.00	\$1,534.00	\$70.00	\$1,820.00	\$70.00	\$1,820.00
14.3	1	EA	Drywell, 72"	\$6,500.00	\$6,500.00	\$7,500.00	\$7,500.00	\$7,500.00	\$7,500.00	\$7,500.00	\$7,500.00
15.1	1	EA	Catch Basin, 48" diameter	\$4,250.00	\$4,250.00	\$5,000.00	\$5,000.00	\$7,000.00	\$7,000.00	\$7,000.00	\$7,000.00
15.3	2	EA	Casting, Adjust to Grade	\$585.00	\$1,170.00	\$495.00	\$990.00	\$500.00	\$1,000.00	\$425.00	\$850.00
19.7	1	EA	Pavement Message Marking Thermo, RXR	\$1,000.00	\$1,000.00	\$850.00	\$850.00	\$1,035.00	\$1,035.00	\$1,035.00	\$1,035.00
ALTERNATE A TOTAL:					\$210,987.00		\$232,700.00		\$223,436.50		\$242,767.47

ALTERNATE 2

Item No.	Est. Quantity	Unit	Description	Niblock Excavating		C&E Excavating		HRP Construction		Rieth-Riley Construction	
				Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
8.1	1,642	SYD	Permeable Pavement System, Colorized	\$250.00	\$410,500.00	\$10.00	\$16,420.00	\$233.79	\$383,883.18	\$237.85	\$390,549.70

TOTAL AMOUNT OF BASE BID + ALTERNATE 1:

				Niblock Excavating		C&E Excavating		HRP Construction		Rieth-Riley Construction	
					\$4,248,803.95		\$4,780,955.00		\$4,844,929.05		\$6,106,096.19

I certify that this bid tab is true and accurate, and the contractors submitted all the required bid information.

Dustin K. Sailor 7.06.23

Dustin K. Sailor, P.E.
 Director of Public Works
 City of Goshen, Indiana



CITY OF GOSHEN, INDIANA
CONTRACT FOR PUBLIC WORKS CONSTRUCTION PROJECT

PROJECT TITLE: 10TH STREET AND DOUGLAS STREET ROAD RECONSTRUCTION

PROJECT NUMBER: 2022-0037

THIS CONTRACT FOR PUBLIC WORKS CONSTRUCTION PROJECT (“Contract”) is entered into on _____, 2023, which is date of the last signature set forth on the signature page, by and between **Niblock Excavating, Inc.** (“Contractor”), whose mailing address is P.O. Box 211, Bristol, IN 46507, and **City of Goshen, Indiana** (“City”), a municipal corporation and political subdivision of the State of Indiana acting through the Goshen Redevelopment Commission.

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

1. Component Parts of this Contract.

- (A) This Contract shall include these terms and conditions, as well as the terms and conditions set forth in the following documents:
 - (1) City of Goshen, Indiana Specifications and Contract Documents for the public works project title and project number set forth in the heading above.
 - (2) Contractor’s Proposal as submitted to City, including all submittals and attachments prepared by Contractor.
 - (3) Notice to Proceed issued by City to Contractor.
 - (4) Amendments and/or change orders that may be subsequently executed by City and Contractor.
 - (5) Contractor’s performance bond, payment bond, and maintenance bond, if any.
 - (6) Contractor’s certificate of insurance.
- (B) The above documents are specifically incorporated into this Contract by reference.
- (C) Any inconsistency or ambiguity in this Contract shall be resolved by giving precedence in the following order:
 - (1) This Contract, and any Amendments and/or change orders;
 - (2) The Specifications and Contract Documents; and
 - (3) Contractor’s Proposal.

2. Duties of Contractor.

- (A) Contractor shall provide all supervision, labor, materials, equipment, services, permits and other components necessary for the successful completion of the Project in accordance with this Contract, including any incidentals whether or not specifically called for in these documents.
- (B) In accordance with Indiana Code § 5-16-13-9, Contractor, as a tier 1 contractor as defined by Indiana Code § 5-16-13-4(1), agrees that not less than fifteen percent (15%) of the total Contract price, as determined at the time the Contract is awarded, will be contributed by work performed by Contractor’s employees, materials supplied directly by Contractor, and/or services supplied directly by Contractor’s employees.
- (C) Contractor is responsible for ensuring that all contractors in any contractor tier that are performing some part of the work on, supplying some of the materials for, or supplying a service for, the Project

are in compliance with all statutory requirements set forth in Indiana Code § 5-16-13 et seq. and all applicable provisions of this Contract.

3. **Effective Date; Term.**

- (A) The Contract shall become effective on the day of execution and approval by the Goshen Redevelopment Commission and Contractor.
- (B) Work on the project shall begin by March 1, 2024 with the first phase being complete by June 30, 2024. The first phase is defined as all work on 10th Street including utilities from Jackson Street to the Douglas Street intersection minus the final surface layer of asphalt, permeable pavers on Douglas and final landscaping. The second phase which includes all remaining work within the project limits from the Douglas Street Intersection through Reynolds Street along with the final surface layer of asphalt, permeable pavers on Douglas Street and final landscaping shall be substantially complete by September 30th. "Substantial completion" or "substantially complete" refers to the date when the construction work is sufficiently complete in accordance with the Specifications and Contract Documents, as may be modified by any written and approved amendments or change orders, and the Project is available for its intended use or purpose.
- (C) If Contractor does not substantially complete the Project within the time period set forth in paragraph (C), City will incur damages. The parties acknowledge that it will be difficult or impossible to quantify, ascertain and prove the actual damages sustained by City in the event of and by reason of such delay. Therefore, the parties agree that, in the event that the Project is not substantially completed within the time period set forth in paragraph (C), in lieu of actual damages, the City of Goshen shall be entitled to deduct from the amounts due to Contractor, or Contractor shall pay to the City of Goshen, the sum of Five Hundred Dollars (\$500.00) per day as liquidated damages and not as a penalty for each calendar day the substantial completion of the Project is delayed.

4. **Compensation.**

- (A) City shall pay Contractor for the performance of the work under this Contract based on the established unit prices for the work items as set forth in Contractor's itemized proposal, a copy of which is attached to this Contract. Total compensation, prior to any amendment(s) or change order(s), is the following:

Base Bid:	\$	<u>4,037,816.95</u>
Alternate Number(s): <u>1</u>	\$	<u>210,987.00</u>
Total Contract Price/Compensation:	\$	<u>4,248,803.95</u>

- (B) Payment to Contractor will be based on the unit prices for the work items and the actual number of units used. Adjustments to the actual number of units for a work item used in the Project and resulting compensation will be done by written change order.

5. **Payment and Retainage.**

- (A) Upon receipt of a detailed invoice, City shall pay Contractor as work progresses on the Project based on the dollar value of work satisfactorily completed in accordance with the Specifications and Contract Documents. Partial payment(s) under this Contract will be made no more frequently than once every thirty (30) days.
- (B) In accordance with Indiana Code § 36-1-12-13 and 14, City shall withhold payment of money from in a sufficient amount to pay the subcontractors, laborers, material suppliers, and those furnishing services or five percent (5%) of the dollar value of all work satisfactorily completed, whichever is greater, until the Project is substantially complete. Upon substantial completion, if minor items remain uncompleted, and amount computed under Indiana Code § 36-1-12-14(f) shall be withheld until those items are completed. The retainage shall be held either by City or placed in an escrow account with a bank, savings and loan institution or the state as the escrow agent.

- (C) Contractor shall submit proof to City that Contractor has paid all subcontractors, material suppliers, laborers, and those furnishing services for the Project before final payment is made.
- (D) If the Project is for the construction, improvement, alteration, repair, or maintenance of a highway, street, road or alley, upon Contractor's completion of the Project in accordance with the Specifications and Contract Documents, the final inspection and acceptance by City, and provided Contractor has submitted proof that Contractor has paid all subcontractors, material suppliers, laborers, or those furnishing services under this Contract, City shall pay Contractor the final payment within one hundred twenty (120) days after such completion, inspection, acceptance, and delivery of acceptable evidence. Final payment will not be made on any amounts that are in dispute.
- (E) Contractor shall submit to City the detailed invoice along with proof of payment for labor and materials furnished for the Project to the following address, or at such other address as City may designate in writing.

City of Goshen
 c/o Goshen Engineering Department
 204 East Jefferson Street
 Goshen, IN 46528

- (F) Provided there is no dispute on amounts due, including amounts due all subcontractors, material suppliers, laborers, and those furnishing services for the Project, payment will be made to Contractor within forty-five (45) days following City's receipt of the detailed invoice, except for final payment under paragraph (D). If any dispute arises, the undisputed amount will be paid. Payment is deemed to be made on the date of mailing the check.
- (G) Any payment made by City before or after final acceptance of the work shall not affect the obligation of Contractor to repair or replace any defective parts, or otherwise correct any work.
- (H) Contractor is required to have a current W-9 form on file with the Goshen Clerk-Treasurer's Office before City will issue payment to Contractor.

6. Payment Bond.

- (A) If the cost of the Project is more than \$200,000, Contractor agrees to provide City an approved payment bond equal to the contract price within fourteen (14) days after award of the Contract.
- (B) The payment bond is binding on Contractor, and a contractor in any contractor tier, and their successors and assigns for the payment of all indebtedness to a person for labor and services performed, material furnished, or services rendered. The payment bond must state that it is for the benefit of the subcontractors, laborers, material suppliers, and those performing services. The payment bond must specify that a modification, omission or addition to the terms and conditions of the Contract, plans, specifications, drawings or profile; a defect in the public work contract; or a defect in the proceedings preliminary to the letting and award of the public work contract does not discharge the surety.
- (C) The surety on the payment bond shall not be released until one (1) year after the date of the City's final settlement with Contractor.

7. Performance Bond.

- (A) If the cost of the Project is more than \$200,000, Contractor agrees to provide City an approved performance bond equal to the contract price within fourteen (14) days after award of the contract.
- (B) The performance bond shall guarantee the faithful and proper performance of the work in accordance with the Specifications and Contract Documents. The performance bond must specify that a modification, omission or addition to the terms and conditions of the Contract, plans, specifications, drawings or profile; a defect in the contract; or a defect in the proceedings preliminary to the letting and award of the contract does not discharge the surety.

- (C) The surety on the performance bond shall not be released until one (1) year after the date of the City's final settlement with Contractor.

8. Construction Schedule.

- (A) After being awarded the Contract, Contractor shall update the proposed construction schedule that was submitted with the Contractor's Proposal for approval by City's authorized representative. Contractor agrees to adhere to the construction schedule so that the Project is completed on or before the substantial completion date.
- (B) The construction schedule may only be modified with prior written consent of City's authorized representative.
- (C) If Contractor fails to adhere to the approved or modified construction schedule, Contractor shall adopt other or additional means and methods of construction and commit additional labor, equipment and other resources as necessary to make up for the time lost and to assure completion of the Project on or before the substantial completion date.

9. Project Safety.

- (A) Contractor shall be responsible for initiating, maintaining, supervising and enforcing all safety precautions and programs in connection with the Project, and shall comply with any protective measures indicated in these Specifications and Contract Documents and as required by local, state and federal rules and regulations.
- (B) Pursuant to Indiana Code § 36-1-12-20, if the performance of work for this Project requires the creation of a trench of at least five (5) feet in depth, Contractor and/or any a contractor in any contractor tier shall perform such work in accordance with IOSHA regulations 29 CFR 1926, Subpart F, for trench safety systems. 29 CFR 1926, Subpart F, are incorporated into these Specifications and Contract Documents by reference.

10. Materials and Workmanship; Inspection.

- (A) All products, materials, components, equipment, supplies or workmanship entering into the performance of this Contract shall be as specified in the detailed specifications of these Specifications and Contract Documents, be of the best grade and free of defects, and subject to the City's observation, inspection and testing.
- (B) In accordance with Indiana Code § 5-16-8-2 et seq., if any steel or foundry products are to be used or supplied in the performance of this Contract, Contractor shall use only steel or foundry products made in the United States unless the City has determined, in writing, that the cost of the steel or foundry products manufactured in the United States is considered unreasonable.
- (C) Upon request of City, Contractor shall furnish to City for approval full information concerning products, materials, components, equipment, or supplies that Contractor contemplates using in the Project.
- (D) City's representative shall be afforded complete and unhindered access to the work for observation, inspecting and testing. Contractor shall provide proper and safe conditions for such access.
- (E) City shall have the right to reject materials and/or workmanship and require the correction or replacement of products, materials, components, equipment, supplies or workmanship which are defective or do not conform to the requirements of the detailed specifications in these Specifications and Contract Documents. Contractor shall correct, at Contractor's expense, any defects, omissions or nonconformance after written notice from City. Such correction shall also include the removal from the work site.
- (F) In the event Contractor fails, refuses or neglects to correct any defects, omission or nonconformance, City may correct the same and Contractor agrees to pay on demand the cost and expense for making the correction.

11. **Warranty.**

- (A) Contractor shall warrant all products, materials, components, equipment, supplies and/or workmanship furnished under this Contract to be new unless otherwise specified, and all work to be of the highest quality, free from faults and defects, and to conform to the requirements of the detailed specifications in these Specifications and Contract Documents. This warranty period shall be as specified in the detailed specifications, or if no warranty period is specified, the warranty period shall be a minimum of one (1) year after substantial completion of the Project. This warranty shall survive any inspection, testing, acceptance, or payment by the City.
- (B) Under this guarantee, Contractor agrees to correct or replace without delay and at Contractor's expense, the products, materials, components, equipment, supplies or workmanship which are defective or do not conform to the requirements of the detailed specifications in these Specifications and Contract Documents.
- (C) Any work required as a result of erroneous site preparation due to the fault or negligence of Contractor shall also be provided by Contractor at no additional charge to City.

12. **Maintenance Bond.**

- (A) Contractor agrees to provide City an approved maintenance bond in an amount equal to ten percent (10%) of the contract price upon completion of the Project and acceptance by the City.
- (B) The maintenance bond shall guarantee that all workmanship and materials used in the Project are in accordance with the Specifications and Contract Documents. Contractor shall be responsible for removing and correcting all defects due to faulty workmanship and/or materials and shall pay for any damages to other work resulting therefrom which shall be discovered within the guarantee period.
- (C) The maintenance bond shall not be released until three (3) years after the acceptance of the work by City.

13. **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.

14. **Non-Discrimination.**

- (A) In accordance with Indiana Code § 22-9-1-10, a contractor in any contractor tier 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.
- (B) In accordance with Indiana Code § 5-16-6-1, the Contractor agrees:
 - (1) That in the hiring of employees for the performance of work under this Contract or any subcontract hereunder, no contractor, or subcontractor, nor any person acting on behalf of such contractor or subcontractor, shall, by reason of race, religion, color, sex, national

origin or ancestry, discriminate against any citizen of the state of Indiana who is qualified and available to perform the work to which the employment relates;

- (2) That no contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of work under this Contract on account of race, religion, color, sex, national origin or ancestry;
- (3) That there may be deducted from the amount payable to Contractor by City under this Contract, a penalty of Five Dollars (\$5.00) for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of the Contract; and
- (4) That this Contract may be cancelled or terminated by City, and all money due or to become due hereunder may be forfeited, for a second or any subsequent violation of the terms or conditions of this section of the Contract.

(C) This section shall also apply to a contractor in any contractor tier.

15. **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.
- (E) In accordance with Indiana Code § 5-16-13-11(1), before an individual who is required to be verified under Indiana Code § 22-5-1.7 begins work on the Project, Contractor shall submit to City the E-Verify case verification number for the individual. An individual who is required to be verified under Indiana Code § 22-5-1.7 whose final case result is final non-confirmation may not be employed on the Project.
- (F) This section shall also apply to a contractor in any contractor tier.

16. **Drug Testing Program.**

- (A) Contractor must implement the employee drug testing program that complies with the requirements of Indiana Code § 4-13-18-1 through Indiana Code § 4-13-18-7 as described in Contractor's written plan submitted with their proposal.
- (B) City may cancel or terminate this Contract in the event Contractor fails to implement the employee drug testing program during the term of the Contract for this Project; fails to provide information regarding the implementation of Contractor's employee drug testing program at the request of City; or provides City false information regarding the employee drug testing program.
- (C) This section also applies to a contractor in any contractor tier.

17. **Contractor Compliance with Other Laws.**

- (A) In accordance with Indiana Code § 5-16-13-11, Contractor agrees:
- (1) A contractor shall not pay cash to any individual employed by Contractor for work done by the individual on the Project.
 - (2) A contractor is and shall remain in compliance with the federal Fair Labor Standards Act of 1938, as amended (29 USC 201-209) and the state Minimum Wage Law of 1965 (Indiana Code § 22-2-2-1 through Indiana Code § 22-2-2-8).
 - (3) A contractor is and shall remain in compliance with the worker's compensation or occupational diseases requirements under Indiana Code § 22-3-5-1 and Indiana Code § 22-3-7-34.
 - (4) A contractor is and shall remain in compliance with the unemployment insurance under Indiana Code § 22-4-1 through Indiana Code § 22-4-39.5.
 - (5) A contractor is and shall remain in compliance with the training program requirements under Indiana Code § 5-16-13-12 as applicable.
- (B) In accordance with Indiana Code § 5-16-13-13, a contractor shall preserve all payroll and related records of a contractor for a period of three (3) years after completion of the Project; and shall open such records to inspection by the department of workforce development.
- (C) This section shall also apply to a contractor in any contractor tier.

18. **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, 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.

19. **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 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 \$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

20. **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 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.

21. **Default.**

- (A) If Contractor fails to perform the work or comply with the provisions of this Contract, then Contractor may be considered in default.
- (B) It shall be mutually agreed that if Contractor fails to perform the work 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 thirty (30) 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 work in any manner deemed proper by the City, and Contractor shall be liable to the City for any excess costs incurred
- (C) 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 these Specifications and Contractor Documents.
 - (7) The Contract or any right, monies or claims are assigned by Contractor without the consent of the City.

22. **Termination.**

- (A) The Contract may be terminated in whole or in part, at any time, by mutual written consent of both parties. Contractor shall be paid for all work performed and expenses reasonably incurred prior to notice of termination.
- (B) City may terminate this Contract, in whole or in part, in the event of default by Contractor.
- (C) 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.

23. **Subcontracting or Assignment of Contract.** 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.

24. **Change Orders.**
- (A) If in the course of the work it becomes necessary to change or alter the original specifications, City may issue a change order to add, delete or change an item(s) in the original Contract, with the Contract price and/or substantial completion date, being adjusted accordingly. The change order shall be prepared by the licensed architect or engineer assigned to the Project.
 - (B) If the change order requires an increase or decrease in units of materials that are included in the original Contract, the cost of these units must be the same as shown in the original Contract.
 - (C) Except in the case of an emergency, Contractor shall not commence any additional work or change in scope of the work until the change order is authorized in writing and signed by both parties. Contractor shall make no claim for additional compensation in the absence of a prior written and authorized change order signed by both parties.
25. **Amendments.** Any modification or amendment to the terms and conditions of the Contract, including a change order, 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.
26. **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.
27. **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) The provisions of Indiana Code § 5-16-13 et seq., Requirement of Contractors on Public Works Projects, are specifically incorporated into this Contract by reference.
 - (C) 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 Project. Failure to do so maybe deemed a material breach of Contract.
28. **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) These documents 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 these documents, the prevailing party of such action shall be entitled to recover all costs of that action, including reasonable attorneys' fees.
29. **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.
30. **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. Either party may also email the notice to the other party in addition to delivering personally or sending by regular first-class mail.

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

Contractor: Niblock Excavating, Inc.
Attention: Chad Niblock
PO Box 211
Bristol, IN 46507
Email: cniblock@niblockexc.com

- 31. **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.
- 32. **Authority to Execute.** The undersigned affirm that all steps have been taken to authorize execution of this agreement, and upon the undersigned's execution, bind their respective organizations to the terms of the agreement.

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

City of Goshen, Indiana
Goshen Redevelopment Commission

Niblock Excavating, Inc.

Becky Hutsell, Redevelopment Director

Date: _____

Printed: _____

Title: _____

Date: _____

CITY OF GOSHEN, INDIANA

PROJECT TITLE: 10TH STREET AND DOUGLAS STREET ROAD RECONSTRUCTION

PROJECT NUMBER: 2022-0037

WORK ITEMS

This completed form must be included with the Contractor's Proposal for the above referenced Project. Transfer the sum of the work items for the Base Bid and Alternates, if any, to **PART 2-PROPOSED CONTRACT PRICE**.

Contractor Name: Niblock Excavating

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT COST	TOTAL COST
1.1	Mobilization and Demobilization	1	LSUM	171,500.00	171,500.00
2.1	Construction Engineering	1	LSUM	50,000.00	50,000.00
3.1	Maintaining Traffic	1	LSUM	77,500.00	77,500.00
4.1	Clearing Right of Way	1	LSUM	25,000.00	25,000.00
5.1	Excavation, Common	14,014-14,500	CYD	27.50	398,750.00
5.2	B-Borrow for Undercut Backfill, Undistributed	2,200	CYD	30.00	66,000.00
5.3	Milling Asphalt, 1 1/2 IN	280	SYD	5.50	1,540.00
6.1	Temporary Erosion Control	1	LSUM	32,500.00	32,500.00
7.1	Compacted Aggregate, No. 53	5,815	TON	39.25	228,238.75
7.2	No. 2 Stone for French Drain	9,475	TON	62.50	592,187.50
8.1	Permeable Pavement System	1,642	SYD	225.00	369,450.00
9.1	HMA Surface, Type B	540	TON	120.00	64,800.00
9.2	HMA Intermediate, Type B	854	TON	97.50	83,265.00
9.3	HMA Base, Type B	1,052	TON	90.00	94,680.00
9.4	Joint Adhesive, Surface	3,043	LFT	0.85	2,586.55
9.5	Joint Adhesive, Intermediate	2,943	LFT	0.85	2,501.55

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT COST	TOTAL COST
9.6	Liquid Asphalt Sealant	3,043	LFT	0.20	608.60
9.7	HMA for Temporary Pavement, Type B	132	TON	145.00	19,140.00
10.1	Asphalt for Tack Coat	5	TON	1.00	5.00
11.1	Curb and Gutter, Concrete	1,559	LFT	45.00	70,155.00
11.2	Curb, Concrete	794	LFT	45.00	35,730.00
11.3	Curb, Concrete, Modified	351	LFT	45.00	15,795.00
11.4	Header, Concrete	24	LFT	85.00	2,040.00
11.5	Sidewalk, Concrete 4 IN	1,522	SYD	65.00	98,930.00
11.6	Curb Ramp, Concrete	168	SYD	245.00	41,160.00
11.7	PCCP for Approaches, 6 IN	187	SYD	95.00	17,765.00
11.8	PCCP for Approaches, 9 IN	702	SYD	100.00	70,200.00
11.9	Retaining Wall	45	LFT	260.00	11,700.00
12.1	Mailbox Assembly, Double	3	EACH	500.00	1,500.00
12.2	Mailbox Assembly, Triple	3	EACH	500.00	1,500.00
12.3	Hand Rail, Pedestrian	73	LFT	450.00	32,850.00
13.0	Pipe, 4 IN PVC	28 24	LFT	50.00	1,400.00
13.1	Pipe, 6 IN PVC	26 69	LFT	55.00	3,795.00
13.2	Pipe, 8 IN PVC	197 132	LFT	57.50	7,590.00
13.3	Pipe, 10 IN PVC	900	LFT	65.00	58,500.00
13.4	Pipe, 12 IN PVC	229	LFT	75.00	17,175.00
13.5	Pipe, 18 IN RCP	196	LFT	75.00	14,700.00
13.6	Pipe, 24 IN RCP	428 485	LFT	90.00	43,650.00
13.7	Pipe, 12 IN HDPE, Perforated	704 528	LFT	27.50	19,360.00
13.8	Pipe, 24 IN HDPE, Perforated	548 444 439	LFT	50.00	27,400.00

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT COST	
13.9	Pipe, 48 IN, HDPE Perforated	704 528	LFT	120.00	84,480.00
13.10	Sanitary Service Connection	33	EACH	3,850.00	127,050.00
13.11	Pipe, 15 IN PVC	240	LFT	130.00	31,200.00
14.1	Storm Manhole, 60 IN Dia.	6	EACH	6,250.00	37,500.00
14.2	Storm Manhole, Drywell 72 IN Dia.	14	EACH	4,500.00	63,000.00
14.3	Sanitary Manhole, 48 IN Dia.	6	EACH	4,850.00	29,100.00
14.4	Sand and Oil Separator, 1,000 Gallon.	1	EACH	10,000.00	10,000.00
14.5	Storm Sewer Cleanout	4	EACH	-----	-----
15.1	Catch Basin, 48 IN Dia.	10	EACH	4,500.00	45,000.00
15.2	Catch Basin, 60 IN Dia.	2	EACH	6,250.00	12,500.00
15.3	Casting, Adjust to Grade	4	EACH	585.00	2,340.00
15.4	Downspout Connection	8	EACH	750.00	5,250.00
15.5	Casting, Furnish and Adjust to Grade	1	EACH	2,150.00	2,150.00
14.4	Downspout Connections	8	EACH	-----	-----
16.1	Water Service Line, 4 IN	202	LFT	87.00	17,574.00
16.2	Water Service Line, 1.50 IN	48	LFT	80.00	3,840.00
16.3	Water Main, 6 IN	38	LFT	80.00	3,040.00
16.4	Water Main, 8 IN	89-219	LFT	80.00	17,520.00
16.5	Water Main, 12 IN	1,530	LFT	115.00	175,950.00
16.6	Water Main, Fire Suppression	332	LFT	85.00	28,220.00
16.7	Wedge Valve and Box, 6 IN	1	EACH	2,520.00	2,520.00
16.8	Wedge Valve and Box, 8 IN	2	EACH	3,380.00	6,760.00
16.9	Gate Valve and Box, 8 IN	3	EACH	3,515.00	10,545.00
16.10	Post Indicator Valve, 8 IN	2	EACH	6,050.00	12,100.00

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT COST	TOTAL COST
16.11	Butterfly Valve and Box,, 12 IN	12	EACH	4,300.00	51,600.00
16.12	Water Service Connection-Extension	29	EACH ALLOW	\$1,500	\$43,500
	1 IN DR 9 CTS HDPE Pipe		LFT		
	2 IN DR 9 CTS HDPE Pipe		LFT		
	Corporation Stop		EACH		
	Ball Valve		EACH		
	Curb Stop and Box		EACH		
	Backfill		CYS		
16.12a	Water Service-Building Reconnection	29	ALLOW	\$5,000	\$145,000
	Foundation Penetration		EACH		
	Electrical Work		LS		
	Plumbing Work		LS		
	Interior Basement Restoration		LS		
16.13	Fire Hydrant Assembly	5	EACH	12,500.00	62,500.00
16.14	Pipe Encasement, PVC SCH 40, 12 IN	53	LFT	65.00	3,445.00
17.1	Mobilization and Demobilization for Seeding	2	EACH	435.00	870.00
17.2	Mulched Seeding	4,485	SYD	11.00	49,335.00
17.3	Rock Mulch	14	TON	165.00	2,310.00
17.4	Root Barrier	1,000	LFT	7.00	7,000.00
18.1	Plant, Deciduous Tree, Single Stem, over 2 IN-2.5 IN	48	EACH	1,150.00	55,200.00
19.1	Line, Thermoplastic, Solid, White, 4 IN	1,070	LFT	1.00	1,070.00
19.2	Line, Thermoplastic, Solid, Yellow, 4 IN	120	LFT	1.00	120.00
19.3	Line, Thermoplastic, Solid, White, 24 IN	108	LFT	11.00	1,188.00

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT COST	
19.4	Transverse Marking, Thermoplastic, Parking Line, White, 4 IN	364	LFT	1.00	364.00
19.5	Transverse Marking, Epoxy, Parking Line, White, 4 IN	594	LFT	5.00	2,970.00
19.6	Transverse Marking, Thermoplastic, White, Stop Line, 24 IN	72	LFT	11.00	792.00
19.7	Transverse Marking, Thermoplastic, White, Crosswalk Line, 6 IN	489	LFT	1.50	733.50
20.1	Sign Post, Square, Type 2, Unreinforced Anchor Base	90	LFT	32.50	2,925.00
20.2	Sign, Sheet, with Legend, 0.080 IN	68	SFT	40.00	2,720.00
20.3	Sign, Sheet, with Legend, 0.100 IN	28.5	SFT	75.00	2,137.50
21.1	Construction Notice Board	1	EACH	1,250.00	1,250.00
TOTAL BID					\$4,037,816.95

ALTERNATE NO. 2

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT COST	TOTAL COST
8.1	Permeable Pavement System, Colorized	1,642	SYD	250.00	410,500.00
TOTAL BID					\$410,500.00

ITEMIZED BID FORM – ALTERNATE 1

Reynolds Street Rehabilitation from Railroad East to 10th Street

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT COST	TOTAL COST
4.1	Clearing Right of Way	1	LSUM	9,500.00	9,500.00
5.1	Excavation, Common	779	CYD	27.50	21,422.50
6.1	Temporary Erosion Control	1	LSUM	3,500.00	3,500.00
7.1	Compacted Aggregate, No. 53	846	TON	40.00	33,840.00
9.1	HMA Surface, Type B	79	TON	125.00	9,875.00
9.2	HMA Intermediate, Type B	131	TON	100.00	13,100.00
9.3	HMA Base, Type B	158	TON	95.00	15,010.00
9.4	Joint Adhesive, Surface	315	LFT	0.85	267.75
9.5	Joint Adhesive, Intermediate	315	LFT	0.85	267.75
9.6	Liquid Asphalt Sealant	315	LFT	0.20	63.00
10.1	Asphalt for Tack Coat	1	TON	1.00	1.00
11.4	Header, Concrete	630	LFT	85.00	53,550.00
11.7	PCCP for Approaches, 6 IN	14	SYD	115.00	1,610.00
11.8	PCCP for Approaches, 9 IN	300	SYD	115.00	34,500.00
13.2	Pipe, 8 IN PVC	26	LFT	60.00	1,560.00
14.3	Drywell, 72 IN Dia.	1	EACH	6,500.00	6,500.00
15.1	Catch Basin, 48 IN Dia.	1	EACH	4,250.00	4,250.00
15.3	Casting, Adjust to Grade	2	EACH	585.00	1,170.00
19.7	Pavement Message Marking, Thermoplastic, RXR	1	EACH	1,000.00	1,000.00
TOTAL BID					\$210,987.00

GOSHEN REDEVELOPMENT COMMISSION
RESOLUTION NO. 21-2023

RESOLUTION OF THE
GOSHEN REDEVELOPMENT COMMISSION PLEDGING TIF REVENUES FOR THE 9TH
STREET CORRIDOR ALLOCATION AREA

The Goshen Redevelopment Commission ("Commission") has created, consolidated and enlarged the Consolidated River Race/US 33 Economic Development Area ("Area"), and an allocation area coterminous with the Area known as 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, and adopted an economic development plan, as amended (collectively, "Original Plan"), which Original Plan contained specific recommendations for economic development in the Area, pursuant to Declaratory Resolution No. 02-2012 (as amended to date), as confirmed by Confirmatory Resolution No. 26-2012 (as amended to date), after public hearings (collectively, "Area Resolution").

WHEREAS, the Area Resolution created three allocation areas, including the 9th Street Corridor Allocation Area in accordance with IC 36-7-14-39 ("Allocation Area"), for the purpose of capturing all real property tax proceeds from assessed valuation of property in the Allocation Area in excess of the assessed valuation described in IC 36-7-14-39(a)(1), as such statutory provision exists on the date of issuance of the hereinafter defined Bonds ("Tax Increment");

WHEREAS, the City is considering the issuance of its [Taxable] Economic Development Revenue Bonds, Series 2023 (Ariel Project) ("Bonds") pursuant to a Trust Indenture between the City and a financial institution to serve as trustee for the Bonds dated as of as of the first day of the month sold or issued ("Trust Indenture"), the proceeds of which will be used to finance all or a portion of the construction of infrastructure improvements, including but not limited to, water, sewer, stormwater, electric and road improvements, including sidewalks, demolition, and the construction of footers and slabs associated with multi-family residential units assessed as commercial property, together with all necessary appurtenances and related improvements and as further set forth in Exhibit B of the Area Resolution (collectively, "Projects") needed to serve the construction of a multi-family residential development ("Facility"), in the Allocation Area and costs of issuance, pursuant to a Financing and Covenant Agreement, dated as of the first day of the month sold or issued between AP Cycleworks LLC ("Company") and the City ("Financing Agreement");

WHEREAS, in order pay debt service on the Bonds, the Commission has determined that it is in the best interest of the City and its residents to pledge 100% of the Tax Increment, minus the Annual Fees (as defined in the Trust Indenture), to the repayment of the Bonds up to and including the final maturity date of the Bonds ("TIF Revenues"); and

WHEREAS, the Commission believes that pledging the TIF Revenues will help further the accomplishment of the Plan;

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

1. The Commission hereby finds that the pledge of TIF Revenues to pay debt service on the Bonds to fund the Projects to serve the Facility will help accomplish the Plan for the Area and will promote the economic development and redevelopment of the City and the Area.

2. The Commission hereby irrevocably pledges the TIF Revenues to the payment of debt service on the Bonds for a term of years not to exceed the final maturity date of the Bonds. There are no prior liens, encumbrances or other restrictions on the Commission's ability to pledge the TIF Revenues.

3. This resolution shall be effective upon passage.

Adopted July 11, 2023.

GOSHEN REDEVELOPMENT COMMISSION

President

Vice President

Secretary

Member

Member

Attest:

Secretary



**Department of Community Development
CITY OF GOSHEN**

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

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

Memorandum

TO: Redevelopment Commission

FROM: Becky Hutsell, Redevelopment Director

RE: Resolution 21-2023 – Resolution of the Goshen Redevelopment Commission Pledging TIF Revenues for the 9th Street Corridor Allocation Area

DATE: July 11, 2023

As part of the Economic Development Agreement approved with AP Development, LLC for the Ariel Cycleworks project, the Redevelopment Commission agreed to provide 100% TIF revenues towards bond repayment for the project for the allocation area's term of 25 years. Resolution 21-2023 is the formal document required to confirm that pledge as we proceed through the bond approval process.

The Developer has continued work on this project over the past year and has completed the City's Tech Review process to allow for construction to commence as soon as all funding is in place.

We are requesting the Commission's passage of Resolution 21-2023 pledging TIF revenues received towards this project.

RESOLUTION 22-2023

Accept Committee Recommendation to Negotiate a Purchase Agreement AP Development, LLC for the 3rd & Jefferson Street Redevelopment Property

WHEREAS a Request for Proposals was issued in March for the 3rd and Jefferson Street redevelopment property.

WHEREAS one proposal was received and opened on May 15, 2023 and referred to the Selection Committee for review.

WHEREAS the Selection Committee reviewed the proposal and are requesting that the Commission accept the recommendation to move forward with AP Development, LLC for the 3rd and Jefferson Street Redevelopment Property

NOW, THEREFORE, BE IT RESOLVED that Brian Garber, as President, and Brianne Brenneman, as Secretary, are authorized to execute the Purchase Agreement approved by Becky Hutsell, Redevelopment Director, with AP Development, LLC for the 3rd and Jefferson Street redevelopment property on behalf of the City of Goshen and Goshen Redevelopment Commission.

PASSED and ADOPTED on July 11, 2023

Brian Garber, President

Brianne Brenneman, Secretary



**Department of Community Development
CITY OF GOSHEN**

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

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

Memorandum

TO: Redevelopment Commission

FROM: Becky Hutsell, Redevelopment Director

RE: Accept Committee Recommendation to Negotiate a Purchase Agreement with AP Development, LLC for the 3rd & Jefferson Street Redevelopment Property

DATE: July 11, 2023

A Request for Proposals was issued in March for the 3rd & Jefferson Street redevelopment property. One (1) proposals was received and opened on May 15th and referred to the Selection Committee for review. AP Development originally submitted for both this property as well as the Millrace Townhomes site with the condition that they would need both projects bundled together to be cost effective. Upon learning that the Selection Committee desired to move forward with the Viewrail proposal for the townhomes site, they indicated that they have a strong desire to continue to work in partnership with the City of Goshen and wish to proceed with the project at 3rd & Jefferson Street even without the other.

Our Selection Committee, consisting of Breanne Brenneman, Brett Weddell and myself, reviewed their proposal and are requesting that the Commission accept the recommendation to move forward with negotiation of an agreement with AP Development for this project. A copy of their proposal is attached detailing their plan to develop 22 “workforce plus” townhomes with pricing in line with the current rental market.

We’re requesting the Commission’s approval of the Committee’s recommendation and permission to negotiate an agreement to be brought back for approval at our next meeting.



3RD & JEFFERSON REDEVELOPMENT PROPERTY

Goshen, Indiana

AP
DEVELOPMENT

May 15th, 2023

Becky Hutsell

Redevelopment Director
City of Goshen Redevelopment Commission
204 East Jefferson Street
Goshen, Indiana 46528

**RE: Response to Request for Proposals
3rd & Jefferson Redevelopment Property**

AP Development LLC (APD) (www.APDevelopmentLLC.com) is pleased to submit our proposal to the City of Goshen for the redevelopment of the 3rd and Jefferson Redevelopment Property in Downtown Goshen. We believe our team has the right experience, approach and financial capacity to be your development partner on this transformational project along Millrace Canal Trail. We look forward to the opportunity to discuss our development plan with the City of Goshen leadership, downtown neighborhood representatives, and the greater Goshen community.

APD seeks out redevelopment sites in dynamic communities that have made quality of life investments that make downtown residential attractive to a prospective resident. We have invested in Goshen at the former Western Rubber site for this reason. Goshen has an acute housing shortage due to the demand created by a high quality of living and intend to do multiple projects to meet a small portion of this market demand.

In assessing a community for possibly investment, we primarily look for city leadership and staff that assist in the arduous development process for brownfield and difficult to develop sites and a “vibrant” city that is growing in every sense. In our opinion, Goshen meets and exceeds these expectations. We hope to be able to continue the momentum by being selected as your development partner on this development site.

The APD team has completed a preliminary development plan as the basis for collaborative discussions on what best fits the site from a developer and community standpoint. The initial concept plan contemplates 22 market rate units in a three-story configuration that offers residents townhome-style living with front to back views. Several of the units will have views overlooking the Millrace Canal. We feel this is the right density for the site to leverage the city’s investment in infrastructure and greenway improvements.

Once selected and upon execution of an Economic Development Agreement between APD and the City of Goshen, APD will commit to developing the proposed project in compliance with Indiana Building Codes and City of Goshen Ordinances, Policies, and Standards, including but not limited to:

- Zoning Ordinances,
- Subdivision Standards,
- Landscaping Ordinances,
- Construction Site Stormwater Runoff Control Ordinances, and
- Post-construction Stormwater Management Ordinances.

I certify that I have been duly authorized to execute the proposal documents and have obtained all necessary or applicable approvals to make this submission on behalf of AP Development LLC. We look forward to your review and the opportunity to discuss in more specific details our development plans. We are available to meet with you and your team at your convenience.

AP Development LLC hereby agrees to the minimum business terms identified in the Redevelopment commission’s RFP. I also confirm that all contents of AP Development LLC’s response to this RFP are true and correct.

Sincerely,



Jonathan R. Anderson

President

1. Required Information

a. The entity's name, address, and telephone number;

**AP Development LLC
214 E. Main Street
Brownsburg, IN 46112
317-294-4905**

b. The name of the person authorized to submit/sign the proposal, his/her title, telephone number and e-mail address:

**Jonathan R. Anderson, President
AP Development LLC
214 E. Main Street
Brownsburg, IN 46112
Phone: 317-294-4905
Email: janderson@andersonpartnersllc.com**

c. The entity's Federal ID number: **45-1960808**

d. The entity's State ID number: **2011042500337**

2. Proposed Conceptual Development Plan

We are proposing a project that fully utilizes the main attribute of the site: The proximity to the Millrace Canal Trail and to the most vibrant central business district in the region. The proposed development will line the development site and provide parking in the interior.

As recent City of Goshen housing studies describe, there is a solid market for additional new market rate apartments in Goshen.

3rd & Jefferson Townhomes

Development Concept:

- 22-units of “workforce plus” townhome apartments priced consistent with existing rental rates in Goshen
- Unit mix: 22 two-bedroom units of approx. 1130 square feet
- Each unit would have adjacent parking for one vehicle with and storage area for each unit
- Total Building = 33,120 SF
- Total Development Cost = \$6,200,000
 - Construction-\$4,900,000
 - Soft Costs-\$930,000
 - Financing Costs-\$370,000

3rd & Jefferson Townhomes

Existing Conditions Aerial View

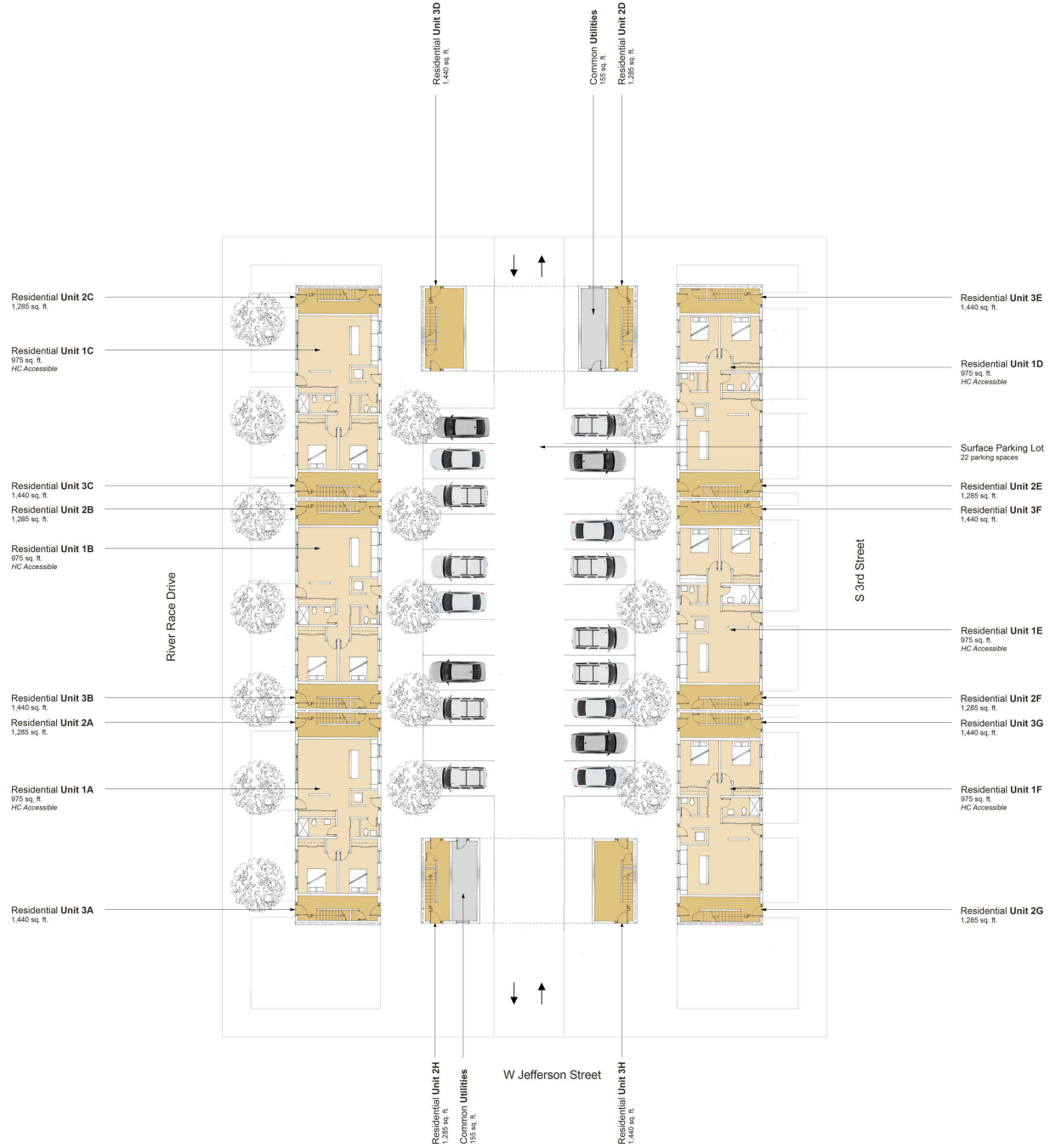
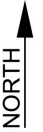


Proposed Aerial View



3rd & Jefferson Townhomes

1st Floor Plan



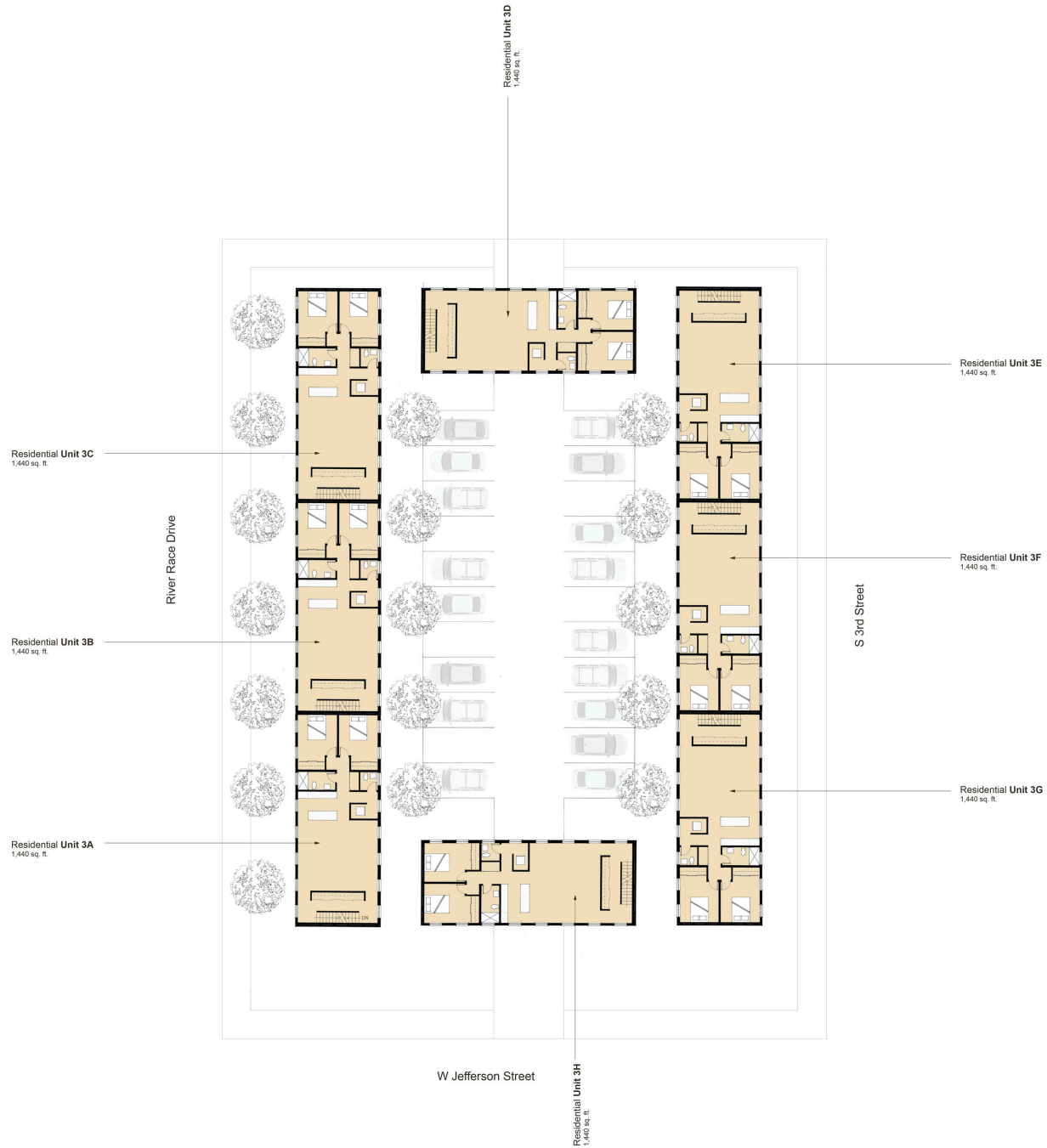
3rd & Jefferson Townhomes

2nd Floor Plan



3rd & Jefferson Townhomes

3rd Floor Plan



3rd & Jefferson Townhomes

Cross Section Looking North



3rd & Jefferson Townhomes

Images for perspective only. Finishes not representative of final design selections.

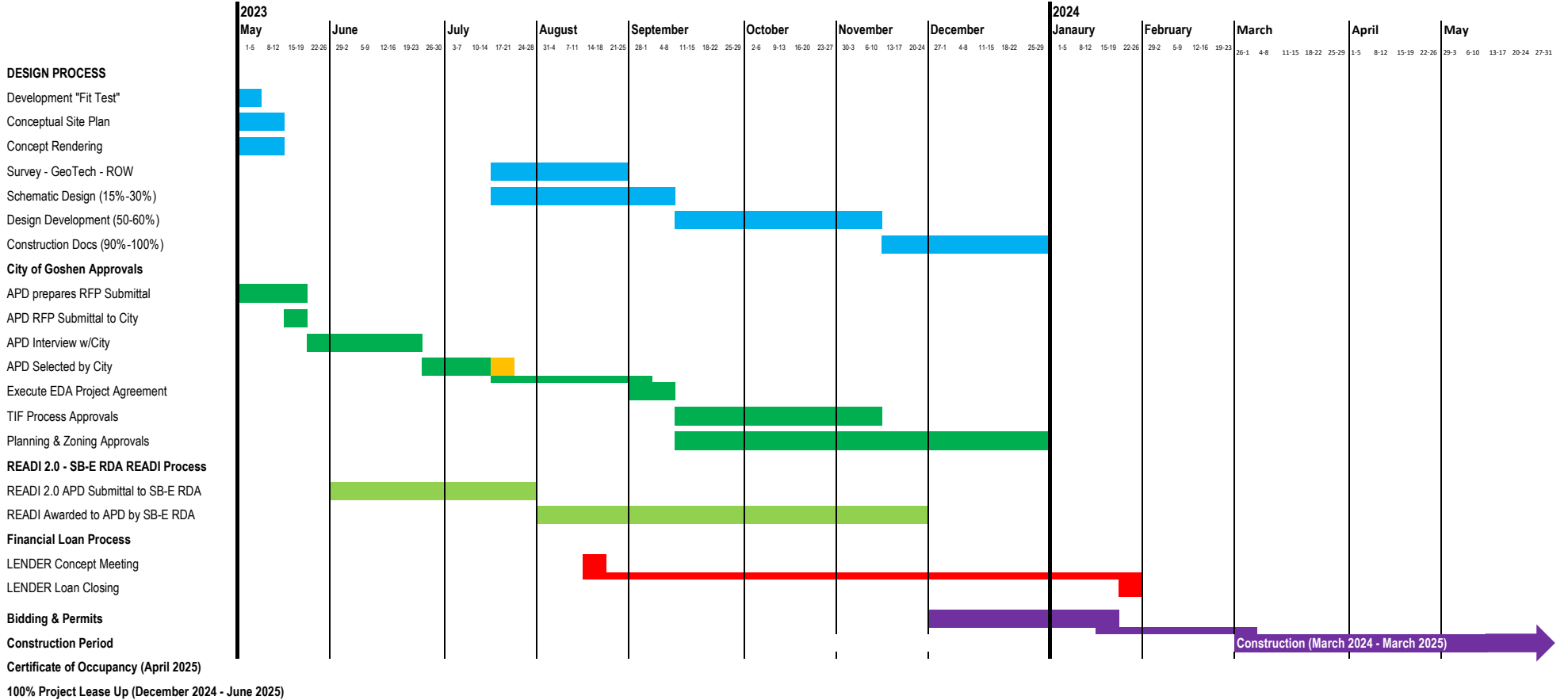
Proposed Site Looking NW



3. Project Schedule

Overview-With approval of the economic development agreement in August of 2023, we anticipate a completion of construction in early Q2 of 2025.

GOSHEN - 3rd & Jefferson Townhomes Project Timeline



4. Price to be paid for subject Real Property

APD offers \$25,000 for the property.

5. Financial capacity

Please find a letter of intent for financing issued to AP Development LLC for the 22-unit 3rd & Jefferson Townhomes project from Berkadia, a subsidiary of Berkshire Hathaway. With multiple projects financed and completed, and many other projects approved for financing (including READI, TIF, tax credits and traditional financing), APD has a strong and proven track record and obtaining financing and other incentives for projects. LOI provides financing for both submitted projects.

Because of the sensitive and confidential nature of our financial statements, APD proposes to share our financial statements upon request once the City of Goshen has selected APD as developer for the project. We would also be open to meeting with the City during the selection process to discuss APD's financial capacity.

The project will sustain at stabilization a minimum debt coverage ratio (DCR) of 1.25 to secure long-term debt financing.



May 12, 2023

AP Development, LLC
c/o Mr. Jon Anderson
214 East Main Street
Brownsburg, Indiana 46112

Subject Project Name: Millrace Townhomes
 Location: Goshen, Indiana
 Number of Units 54
 Loan Amount Requested: \$9,645,900

The Undersigned has made application to Berkadia Commercial Mortgage LLC for a loan to develop the captioned proposed multifamily rental property, that would be inclusive of the construction stage for such project and permanent financing aspect on a long-term amortizing basis based upon the following terms and conditions:

Lender: Berkadia Commercial Mortgage LLC
Sponsor: AP Development, LLC
Grantor of Loan: United States Department of Housing and Urban Development
Property: Millrace Townhomes
Goshen, Indiana
Term/Amortization: 40 years
Total Loan Amount: \$9,645,900 (HUD 221d4)
Anticipated Interest Rate: Note Rate 5.65%
 MIP 0.25%
 Total 5.90%

Final note rate will be determined at HUD Firm Commitment issuance based on market conditions of GNMA Securities at the time of the rate lock.

Anticipated Loan Constant: 6.77% including MIP
Debt Coverage Ratio: Minimum of 1.176x
Maximum Loan to Cost: 85%
Net Operating Income: \$845,512
Debt Service: \$652,946 (including MIP)
Reserves Required: Reserves for Replacement \$250/per unit minimum

Assessment of Feasibility: We have received and reviewed the Borrower proforma for Millworks located in Warsaw, Indiana. The proforma indicates the development would maintain no less than a 1.176 DSCR and is expected to be feasible. The projections made are based upon the preliminary information provided by the Borrower to this point, and are subject to Lender due diligence review.

Credit Worthiness: Additionally, Lender has performed a preliminary review of the credit worthiness of AP Development, LLC. At this time, Lender has no reservations with the Principals of the borrower and the guarantor. Based on the final loan amount and borrower approval is subject to the HUD Firm Commitment review, the foregoing conclusions are subject to change.

Subject to Lender's obtaining from HUD a Firm Commitment for insurance of a Mortgage Loan, in an amount and reflecting such terms and conditions as are acceptable to Lender and to Proposed Borrower, and further subject to all terms, conditions and provisions stated herein, as executed below by Lender, this document evidences the intent of the Lender to make a loan to the Proposed Borrower, to be secured by a credit instrument and security instrument covering real property with existing improvements thereon.

Although this document is subject to final underwriting of Lender and HUD, third party report verification of underwriting as well as receipt of an award of tax credits, it does represent the understand of the parties as to the contemplated loan, and it is on the basis of this Term Letter as Proposed Lender, will proceed toward applying for a HUD commitment.

Unless otherwise agreed, there will be no personal liability for defaults in payment of interest and/or principal on the Loan.

Additional Provisions:
Documents are to be executed on such forms and are to contain such terms and provisions as Lender deems necessary or appropriate and as required by HUD. This Term Letter and any related application or commitment issued by HUD are subject to current regulations, policies and procedures of HUD and any changes thereto. The Lender serves in no fiduciary capacity for or relation to Borrower and/or Mortgage. This Term Letter will expire within 3 months of execution unless extended by the Lender.

We appreciate the opportunity to provide you with your financing needs and look forward to working with you on this transaction.

Yours truly,

By: Eben Williams
Berkadia Commercial Mortgage LLC
Eben Williams
Director

Project Team

AP Development LLC (APD) has a proven track record of success in building community through multifamily housing/mixed use developments. Through our current and past projects, we have fostered strong relationships with municipalities throughout the state. In addition, our affiliate, **Anderson Partners LLC (APLLC)**, has acted as development consultant and legal counsel for developers across the nation adding to our depth of experience.

Our development approach is to select project team members to:

- Create a signature design unique to the site
- Construct the project in a quality fashion
- Deliver the product on time

AP Development LLC (APD) and **Anderson Partners LLC (APLLC)** were formed in January 2010 by **Jon Anderson**, who has been active in community economic development since 1996. Prior to forming APD and APLLC, Anderson was a partner at two large Indianapolis law firms where he concentrated his practice in tax credits, finance and community redevelopment. Anderson and his team have closed more than 300 incentivized projects since 1996, generating nearly \$450 billion of investment in affordable and market rate housing units and

supportive facilities such as charter schools, public facilities, and mixed-use developments. They worked closely with the Indiana READI program in 2022 securing \$10.6 million for three residential / mixed-use projects with total investment projected at \$90,000,000. Jon will oversee all aspects of the project but largely focus on securing the capital stack.

Matt Rueff, Director of Development, brings more than 30 years of community economic development and housing development experience with involvement in several hundred public/private investment projects worth more than \$2 billion. He brings significant housing development experience in Indiana and the nation.

Dan Boecher, Director of Project Management, has completed numerous redevelopment projects, most recently an adaptive reuse restoration of the 9-story Hotel Elkhart in Elkhart. Prior to that, he was VP of Development for a hotel developer and helped lead the construction on four nationally-branded hotels. Dan's northern Indiana redevelopment projects have focused on multi-family development, hospitality, restaurant, and related commercial uses. Dan will oversee construction of the project along with a to-be-determined general contractor.

David Neilson (designer) has designed significant multi-family / mixed-use redevelopment projects across the US as well as internationally. David and his team of designers have also played a significant role in assisting multiple communities with downtown planning and visioning around catalytic redevelopment projects. Mr. Neilson has a multi-disciplinary team of designers who offer architecture, interior design, and urban planning expertise. From full-scope multi-million-dollar new construction to interior build outs, David Neilson thrives at the center of people and the built environment within the urban context. David is an Elkhart native who now lives in Boston, MA.

6. Relevant Project Experience

In the past two years APD has completed three multi-family projects and has multiple projects in development that are similar to the Goshen project site:

UB Block | Huntington, Indiana

AP Development renovated the United Brethren Building and International Order of Oddfellows buildings in downtown Huntington, Indiana as 37 market rate apartments and the Huntington Art and Entrepreneurship Center, which includes Huntington University and the Huntington Chamber of Commerce. Project funding included Indiana Regional Cities, Federal Historic Tax Credits, Tax Increment Financing, CEDIT, EDIT, Huntington County, an OCRA Renovation Grant and traditional financing. The project opened in March 2020 and was awarded the Outreach Award for outstanding preservation project by Architecture and Community Heritage, Inc. (ARCH). The 50,000 square foot UB Block was a 2015 entry on Indiana Landmarks 10 Most Endangered List.

Central Lofts | Evansville, Indiana

Central Lofts was the rehabilitation and adaptive reuse of the former 1913 YMCA in Evansville into 62 units of affordable housing. The \$13

million, 72,000 square foot project was funded through a combination of Federal Low-Income Housing Tax Credits, Federal Historic Tax Credits and Tax Increment Financing. The project was completed in April, 2022 and is now fully occupied with a waitlist of more than 200. The project is five story building built in 1913.

Backstay Lofts | Union City, Indiana

AP Development completed the rehabilitation and adaptive reuse of the former Backstay Welt Factory building in Union City, Indiana into 50 units of affordable housing and 4000 square feet of commercial space. The \$13 million, 82,000 square foot project was funded through a combination of Federal Low Income Housing Tax Credits, Federal Historic Tax Credits, Tax Increment Financing, OCRA Rehabilitation Grant, Indiana Industrial Recovery Tax Credits and Site Specific TIF financing. Backstay Lofts was the centerpiece of Union City's Stellar Communities Application. The project was opened in January, 2022 and is now fully occupied with a waitlist.

Millworks | Warsaw, Indiana

AP Development LLC is redeveloping the former Owens Grocery Store site in downtown Warsaw, Indiana. The \$20 million project will create

85 market rate apartments funded through a combination of HUD 221(d)(4), Tax Increment Financing and anticipated Indiana Regional Economic Acceleration and Redevelopment Initiative (READI 2.0) funding on a former brownfield site in the heart of Warsaw. Anderson Partners LLC will act as tax credit and bond counsel to the project.

For additional images and details of past and current projects, please see:

www.APDevelopment.com



AP DEVELOPMENT
Huntington, IN

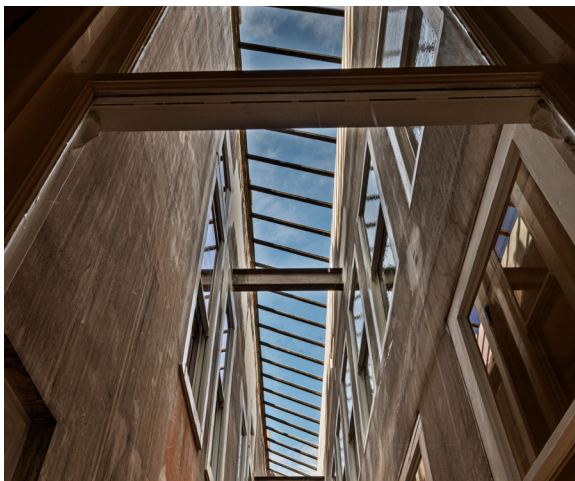
UB Block

Anderson Partners LLC acted as legal and tax credit counsel to AP Development LLC in redeveloping the former United Brethren (UB) Building and International Order of Oddfellows Buildings in downtown Huntington, Indiana, a 2015 entry on Indiana Landmarks Ten Most Endangered List. Project funding included Indiana Regional Cities, Federal Historic Tax Credits, Tax Increment Financing, OCRA Renovation Grant and traditional financing. The 50,000 square foot project includes 37 market rate apartments, the Huntington Art and Entrepreneurship Center, Huntington University, and the Huntington Chamber of Commerce. The project opened in March 2020 and was awarded the Outreach Award for outstanding preservation project by Architecture and Community Heritage, Inc. (ARCH). This project is fully leased in 2021. Project parking consists of on-street spaces and off-street surface parking lots.

YEAR: 2020

UNITS: 37

COST: \$9M



AP DEVELOPMENT
Evansville, IN

Central Lofts

Anderson Partners LLC represented AP Development LLC in the redevelopment and rehabilitation of the former 1913 YMCA in Evansville into 62 units of affordable housing. As part of the Greater Southwest Indiana Regional Development Plan and the Regional Cities Initiative, the YMCA has built a new \$15 million YMCA facility adjacent to Central Lofts. The \$13 million project was funded through a combination of Federal Low-Income Housing Tax Credits, Federal Historic Tax Credits and Tax Increment Financing. This project is fully leased in 2022. Project parking consists of existing city parking garage spaces.

YEAR: 2021

UNITS: 62

COST: \$13M





AP DEVELOPMENT
Evansville, IN

Karges Lofts

Anderson Partners LLC is acting as bond and tax credit counsel to AP Development LLC in the redevelopment of the former Karges Furniture factory northwest of downtown Evansville as approximately 150 market-rate apartments utilizing Federal Rehabilitation Tax Credits, Indiana Regional Economic Acceleration and Development Initiative (READI) and Tax Increment Financing. Karges Lofts is a featured project in Southwest Indiana's READI application. The \$30 million project will start construction mid-2023 and open to tenants in late 2024. Project parking consists of on-site surface parking spaces and on-street parking spaces.

YEAR: 2023

UNITS: 150

COST: \$30M





AP DEVELOPMENT
Wabash, IN

Rock City Lofts

Anderson Partners LLC acted as tax credit and real estate counsel to AP Development LLC, Partnership for Affordable Housing, Inc., and House Investments in the redevelopment of three historic buildings in downtown Wabash, Indiana. Rock City Lofts created 41 units of affordable senior housing and improved commercial and retail space on the first floor. The City of Wabash and the Economic Development Group of Wabash County contributed funds and support to the project. The project was completed in December 2017 and was the centerpiece of Wabash's Stellar Communities designation. Anderson Partners LLC main role was securing the financing and project legal requirements.

YEAR: 2017

UNITS: 41

COST: \$12M





AP DEVELOPMENT
Warsaw, IN

Millworks

AP Development LLC is redeveloping the former Owens grocery store site with infill market rate apartments as a mixed-use development project. The “Millworks” will feature 85 market rate apartments and 5,000 SF of commercial space in Downtown Warsaw, Indiana. The Millworks project will use a capital stack with Tax Increment Financing and Indiana Regional Economic Acceleration and Development Initiative (READI). The Millworks project may become a featured project in the next set of housing projects for Northeast Indiana’s READI projects. The \$21 million project will start construction by end of 2023 and open to tenants in late 2024 or early 2025.



AP DEVELOPMENT
South Bend, IN

Rushton Apartments

Anderson Partners LLC represented AP Development LLC, Onyx Llama LLC and South Bend Heritage Foundation, Inc., completed the renovation of the Historic Rushton Apartments in 2013. South Bend's original "skyscraper", the \$5 million renovation included 23 units of affordable senior housing and community space. 1st Source Bank provided construction financing and purchased the low income and historic tax credits through Great Lakes Capital Fund. The City of South Bend also provided TIF financing to the project. Anderson Partners LLC main role was securing the financing and project legal requirements.



THE FICKLEN

Greenville, NC

Prior to joining AP Development, Matt Rueff's main role was consulting on various financial incentives such as New Market Tax Credits among others and completing market feasibility analysis. He also completed an economic benefit and fiscal impact analysis. "The Ficklen" is a mixed-use redevelopment of a former tobacco manufacturing warehouse in Greenville, NC. The project consists of 25 upscale apartments and Hotel 68 Keys. The project uses a combination of historic tax credits to close the financial gap and equity remains 18.3% of project. A TIF provides an estimated revenue stream for about \$7-9 M that would provide for between 350 and 450 spaces in a structured parking garage.



EAGLE COTTON MILL HOTEL

Madison, IN

Prior to joining AP development, Matt Rueff's main role was consulting on various financial incentives such as Tax Increment Financing and Indiana Industrial Recovery Tax Credits. He also completed project economic benefit and fiscal impact analysis. The formerly vacant and abandoned Eagle Cotton Mill in Madison, Indiana was part of a major historic preservation project converting the industrial building into a modern yet 85-key hotel. Portions of the Eagle Cotton Mill were first built in 1860s, but today, it is a part of the Marriott International Fairfield collection of hotels. The \$20 million renovation has panoramic views of the majestic Ohio River from the hotel lounge and guest rooms. The Eagle Cotton Mill Hotel is listed on the National Register of Historic Places.



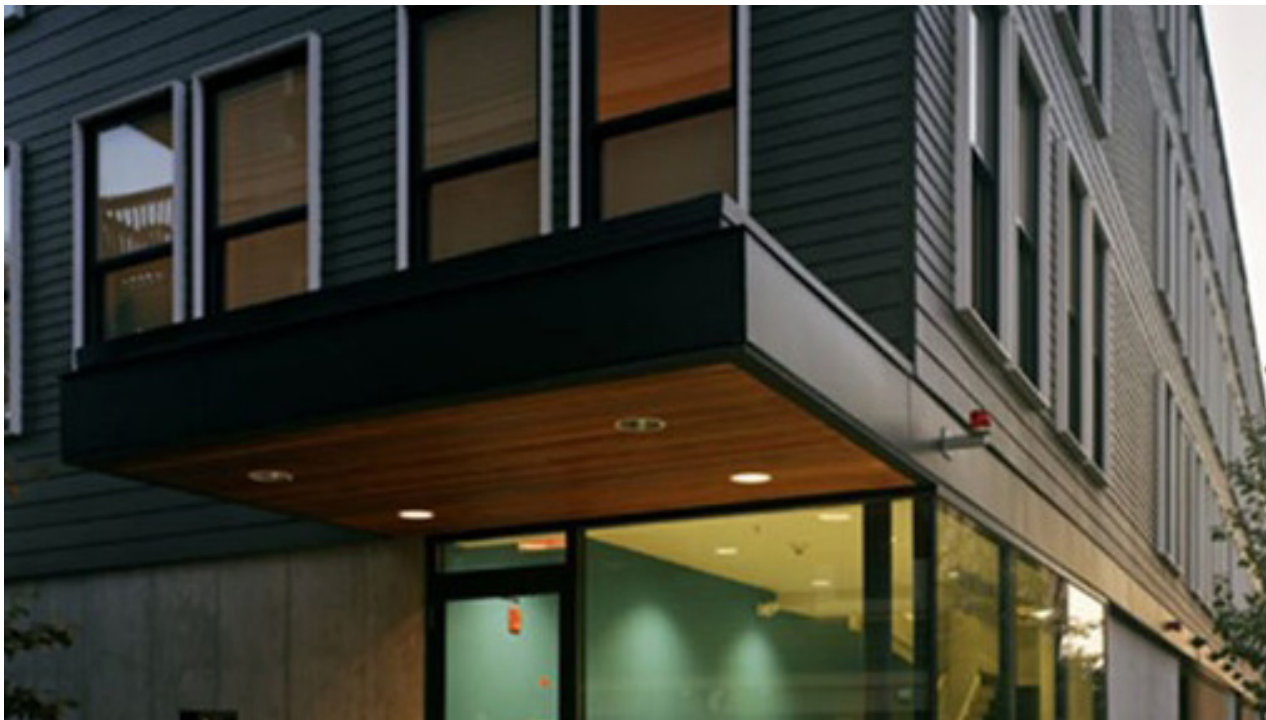
DAVID NEILSON

49 NORTH MARGIN STREET CONDOMINIUMS

North End, Boston, MA

Office of David Neilson, Boston, MA: urban design, building design, permitting, project developer

Utile Design, Boston, MA: building design, architect of record



TROLLEY HOUSE CONDOMINIUMS

South Boston, MA

Office of David Neilson, Boston, MA: urban design, building design

Utile Design, Boston, MA: building design, architect of record



DAVID NEILSON

EAST FIRST STREET CONDOMINIUMS *South Boston, MA*

Office of David Neilson, Boston, MA: urban design, building design, permitting

BauenStudio, Milwaukee, WI: building design, construction documents

Robert Lauricella, Boston, MA: code compliance, building design, architect of record

EPLAS / Eunjin Park Landscape Architecture Studio, Seoul, South Korea: landscape architect



16-18 MOON STREET *North End Boston, MA*

Office of David Neilson, Boston, MA: urban design, building design, permitting

BauenStudio, Milwaukee, WI: building design, construction documents

Robert Lauricella, Boston, MA: code compliance, building design, architect of record

EPLAS / Eunjin Park Landscape Architecture Studio, Seoul, South Korea: landscape architect

GOSHEN REDEVELOPMENT COMMISSION

RESOLUTION 23-2023

**Interlocal Agreement
with the County of Elkhart
for Public Drainage Infrastructure Project**

WHEREAS the City of Goshen and the County of Elkhart have negotiated an interlocal agreement for improvements to public drainage infrastructure along College Avenue on the east side of the City of Goshen.

WHEREAS pursuant to Indiana Code § 36-1-7 et seq., a power that may be exercised by one governmental entity may be exercised by one entity on behalf of another entity if the entities enter into a written agreement.

NOW, THEREFORE, BE IT RESOLVED that the Goshen Redevelopment Commission approves the terms and conditions of the Interlocal Agreement with the County of Elkhart for Public Drainage Infrastructure Project attached to and made a part of this resolution.

BE IT FURTHER RESOLVED that the President and Secretary are authorized to execute the Interlocal Agreement on behalf of the Goshen Redevelopment Commission and the City of Goshen.

PASSED by the Goshen Redevelopment Commission on July _____, 2023.

President

Secretary



**Department of Community Development
CITY OF GOSHEN**

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

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

Memorandum

TO: Redevelopment Commission

FROM: Becky Hutsell, Redevelopment Director

RE: Resolution 23-2023 – Request for Approval of an Interlocal Agreement with Elkhart County for Public Drainage Infrastructure Project for East College Avenue

DATE: July 11, 2023

We are requesting approval of an interlocal agreement with Elkhart County related to the overall drainage plan for the East College industrial area that is being developed. This interlocal has been a work in progress for the past 15 months as the project was designed and has continued to evolve. While we had originally intended to reconstruct East College Avenue to three lanes within the city limits as part of the initial scope of work, it was determined that the roadway improvements would instead be fully designed and constructed as an LPA project with funding assistance from MACOG. The City has been awarded the funds with a construction year of 2027. Because of this, some of the planned drainage improvements will not occur until the roadway is constructed and this agreement details both the final plan for how it will work at that time as well as the measures that will be implemented now to ensure that the drainage functions well within this corridor in the meantime. All of the details of the agreement are spelled out in the Drainage Plan letter included as Exhibit A to the interlocal.

We've worked hard with the Elkhart County Drainage Board to ensure that our plan will be viable for the next several years while we work towards the roadway improvements and feel that we've established a good solution. We're requesting the RDC's approval of the agreement today and will also be getting this approved by both the City Council and Board of Works in addition to the various Elkhart County boards and commissions.

INTERLOCAL AGREEMENT
Between the City of Goshen and the County of Elkhart
For Public Drainage Infrastructure Project

This Agreement is made and entered into this ____ day of _____, 2023, by and between the City of Goshen, Indiana (“City”) by and through the Goshen Board of Public Works and Safety and the Goshen Redevelopment Commission, and with the approval of the Goshen Common Council, and the County of Elkhart, Indiana (“County”) by and through the Board of Commissioners of the County of Elkhart, Indiana and the Elkhart County Drainage Board, and with the approval of the Elkhart County Council (both parties are collectively referred to as “Parties”).

WITNESSETH:

WHEREAS, a substantial industrial construction project is underway along College Avenue, on the east side of the City of Goshen, that requires initial improvements to public drainage infrastructure in the area of the construction project;

WHEREAS, the City plans to undertake a reconstruction of College Avenue in 2027;

WHEREAS, the City and the County plan to cooperate while each makes further improvements to public drainage infrastructure as part of the current industrial development and planned road reconstruction project in 2027; and

WHEREAS the City and the County seek to memorialize their agreement for initial and future improvements to the public drainage infrastructure necessitated by the industrial construction project along College Avenue.

NOW, THEREFORE in consideration of the foregoing and of the promises and commitments herein contained, the Parties hereby agree as follows:

1. Scope of Project. The purpose of this agreement is to coordinate the construction of public drainage infrastructure along College Avenue and County Road 36. The obligations of the City and County are found in Exhibit A, attached hereto and made a part hereof. Exhibit A also contains the current details of the public drainage infrastructure project. Parties understand that the plan for construction of the public drainage infrastructure may require reasonable revisions based on circumstances and conditions encountered during actual construction of the public drainage infrastructure. The Parties agree to use their best efforts to revise their plan, as needed, as construction progresses. Any such revisions must be with the agreement of both parties. Plan revisions that do not impact the right of way acquisition costs may be approved exclusively by the Goshen Board of Public Works and Safety and Stormwater Board on behalf of City and the Elkhart County Drainage Board on behalf of County.

2. Duration. This agreement shall be effective upon its execution and continue until the public drainage infrastructure projects are complete.

3. Administration. City shall serve as the lead agency for the project, and assumes and agrees to be responsible for the overall administration of the project.

4. Filing Requirements. Within thirty (30) days after the approval and execution of this Agreement, City shall have this Agreement recorded and filed with the appropriate governmental offices and agencies as required by Indiana Code.

5. Supplemental Documents. The Parties agree to execute any and all supplementary documents and to take any and all supplementary steps as are reasonable and appropriate to accomplish the purposes and provisions of this Agreement.

6. Limitations of Liability.

a. City acknowledges that County shall not be liable to City for completion of or the failure to complete any activities which are an obligation of City to perform pursuant to this Agreement, and City agrees to defend, indemnify, and hold harmless County and its agents, officers, and employees from all claims and suits of any nature whatsoever arising from City's performance of this Agreement, from all judgments therefore, and for all expenses in defending or appealing any such claims or judgments, including without limitation court costs, attorney's fees, and other expenses.

b. County acknowledges that City shall not be liable to County for completion of or the failure to complete any activities which are an obligation of County to perform pursuant to this Agreement, and County agrees to defend, indemnify, and hold harmless City and its agents, officers, and employees from all claims and suits of any nature whatsoever arising from County's performance of this Agreement, from all judgments therefore, and for all expenses in defending or appealing any such claim or judgments, including without limitation court costs, attorney's fees, and other expenses.

7. Non-Discrimination. Pursuant to Indiana Code § 22-9-1-10, neither City, nor any of its contractors or subcontractors shall discriminate against any employee or applicant for employment, to be employed in the performance of any work under this Agreement with respect to hire, tenure, terms or 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 veteran status. Breach of this covenant may be regarded as a material breach of this Agreement.

8. Anti-Nepotism. City is aware of the provisions under Indiana Code § 36-1-21 with respect to anti-nepotism in contractual relationships with governmental entities, and shall comply with such statute.

9. Investment Activity. Pursuant to Indiana Code § 5-22-16.5, City certifies that it is not engaged in investment activities in Iran.

10. E-Verify Program. Pursuant to Indiana Code § 22-5-1.7-11, City agrees to and shall enroll in and verify the work eligibility status of all newly hired employees of City after the date of the Agreement through the E-Verify Program as defined in Indiana Code § 22-5-1.7-3. City further represents and certifies subject to the pains and penalties of perjury that it does not knowingly employ an unauthorized alien.

11. Amendment. This Agreement, and any exhibits attached hereto, may be amended only by the mutual written consent of the parties, by the adoption of a resolution approving said amendment as provided by law, and by the execution of said amendment by the parties.

12. No Other Agreement. Except as otherwise expressly provided herein, this Agreement supersedes all prior agreements, negotiations, and discussions relative to the subject matter hereof and is a full integration of the agreement of the parties.

13. Severability. If any provision, covenant, agreement or portion of this Agreement or its application to any person, entity or property is held invalid, such invalidity shall not affect the application or validity of any other provisions, covenants, agreements, or portions of this Agreement, and to that end, any provisions, covenants, agreements or portions of this Agreement are declared to be severable.

14. Indiana Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Indiana.

15. Notice. Any notices required or permitted under this Agreement shall be given to the parties at their respective mailing addresses provided below by deposit in the United State mail, certified mail, return receipt requested, with proper postage affixed thereto, and which notices shall be effective three (3) days after date of mailing:

County: County of Elkhart, Indiana
c/o Philip Barker, County Surveyor
Elkhart County Public Services Building
4230 Elkhart Rd
Goshen, IN 46526
Fax: (574) 971-4677
Email: pbarker@elkhartcounty.com

City: City of Goshen, Indiana
Board of Public Works and Safety
c/o Mayor Gina M. Leichty
202 South Fifth Street
Goshen, IN 46526
Fax: (574) 533-3074
Email: mayor@goshencity.com

with required copies to:

Bodie J. Stegelmann, Goshen City Attorney
Goshen Legal Department
204 East Jefferson Street, Suite 2
Goshen, IN 46528
Fax: (574) 537-3817
Email: bodiestegelmann@goshencity.com

and

Steven J. Olsen, Elkhart County Attorney
Yoder Ainlay Ulmer & Buckingham, LLP
130 North Main Street
Goshen, IN 46526
Fax: (574) 534-4174
Email: solsen@yaub.com

The parties may change their respective mailing addresses by providing written notice of the new address in accordance with the terms and provisions of this paragraph.

16. Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns; provided, however, that this Agreement may not be assigned without the express written consent of the non-assigning party.

17. Counterparts. This Agreement may be executed in multiple counterparts with multiple but separate signature pages, with the multiple counterparts and multiple but separate signature pages constituting one single and unified Agreement when combined.

IN WITNESS WHEREOF, the parties have duly executed this Agreement pursuant to all requisite authorizations as of the date first above written.

[Signatures start on the following page].

Goshen Board of Public Works and Safety
City of Goshen, Indiana

Gina M. Leichty

Michael A. Landis

Mary Nichols

Barb Swartley

STATE OF INDIANA)
) SS:
COUNTY OF ELKHART)

Before me, the undersigned Notary Public in and for said County and State, personally appeared Gina M. Leichty, Michael A. Landis, Mary Nichols, and Barb Swartley of the Goshen Board of Public Works and Safety of the City of Goshen, Indiana, being known to me or whose identity have been authenticated by me to be the persons who acknowledged the execution of the foregoing Interlocal Agreement for and on behalf of the City of Goshen, Indiana for the purpose stated therein.

Witness my hand and Notarial Seal this ____ day of _____, 2023.

Printed Name: _____
Notary Public of _____ County, Indiana
My Commission Expires: _____
Commission Number: _____

Goshen Redevelopment Commission
City of Goshen, Indiana

Brian Garber, President

Brianne Brenneman, Secretary

STATE OF INDIANA)
) SS:
COUNTY OF ELKHART)

Before me, the undersigned Notary Public in and for said County and State, personally appeared Brian Garber and Brianne Brenneman of the Goshen Redevelopment Commission of the City of Goshen, Indiana, being known to me or whose identity have been authenticated by me to be the persons who acknowledged the execution of the foregoing Interlocal Agreement for and on behalf of the City of Goshen, Indiana for the purpose stated therein.

Witness my hand and Notarial Seal this ____ day of _____, 2023.

Printed Name: _____
Notary Public of _____ County, Indiana
My Commission Expires: _____
Commission Number: _____

Board of Commissioners of the
County of Elkhart, Indiana

Bradley D. Rogers

Suzanne M. Weirick

Bob Barnes

ATTEST:

Patricia A. Pickens, Auditor
County of Elkhart, Indiana

STATE OF INDIANA)
) SS:
COUNTY OF ELKHART)

Before me, the undersigned Notary Public in and for said County and State, personally appeared Bradley D. Rogers, Suzanne M. Weirick, and Bob Barnes of the Board of Commissioners of the County of Elkhart, Indiana, and Patricia A. Pickens, Auditor of the County of Elkhart, Indiana, being known to me or whose identity have been authenticated by me to be the persons who acknowledged the execution of the foregoing Interlocal Agreement for and on behalf of the County of Elkhart, Indiana for the purpose stated therein.

Witness my hand and Notarial Seal this ____ day of _____, 2023.

Printed Name: _____
Notary Public of _____ County, Indiana
My Commission Expires: _____
Commission Number: _____

Elkhart County Drainage Board

Lynn Loucks, Chairman

ATTEST:

Patricia A. Pickens, Auditor
County of Elkhart, Indiana

STATE OF INDIANA)
) SS:
COUNTY OF ELKHART)

Before me, the undersigned Notary Public in and for said County and State, personally appeared Lynn Loucks, Chairman of the Elkhart County Drainage Board, being known to me or whose identity have been authenticated by me to be the persons who acknowledged the execution of the foregoing Interlocal Agreement for and on behalf of the Elkhart County Drainage Board for the purpose stated therein.

Witness my hand and Notarial Seal this ____ day of _____, 2023.

Printed Name: _____
Notary Public of _____ County, Indiana
My Commission Expires: _____
Commission Number: _____

APPROVAL

The Elkhart County Council of the County of Elkhart, Indiana approves the foregoing Interlocal Agreement on this ____ day of _____, 2023.

Elkhart County Council
County of Elkhart, Indiana

By: _____
Thomas W. Stump, President

ATTEST:

Patricia A. Pickens, Auditor
County of Elkhart, Indiana

STATE OF INDIANA)
) SS:
COUNTY OF ELKHART)

Before me, the undersigned Notary Public in and for said County and State, personally appeared Thomas W. Stump, President of the Elkhart County Council of the County of Elkhart, Indiana, and Patricia A. Pickens, Auditor of the County of Elkhart, Indiana, being known to me or whose identity have been authenticated by me to be the persons who acknowledged the execution of the Approval of foregoing Interlocal Agreement for and on behalf of the County of Elkhart, Indiana.

WITNESS my hand and notarial seal.

Printed Name: _____
Notary Public of _____ County, Indiana
My Commission Expires: _____
Commission Number: _____

This instrument was prepared by Bodie J. Stegelmann, 18180-20, City Attorney,
City of Goshen, Indiana, 204 E. Jefferson, Suite 2, Goshen, Indiana 46526.

I affirm, under the penalties of perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law. Bodie J. Stegelmann

EXHIBIT A



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

June 5, 2023

Elkhart County Drainage Board

RE: East College Avenue Industrial Subdivision & Public Infrastructure Project Written Drainage Plan
(including County-requested revisions)

Dear Mr. Barker:

The City of Goshen is in receipt of your letter dated April 21, 2023 and is providing this written plan to address the concerns you'd noted for the overall project. As you're well aware, this area is impacted by a substantial amount of off-site drainage flowing through the project and we are making very concerted efforts to improve how it was previously functioning while planning for how it will continue to function into the future.

When the City initially came before the County Drainage Board on February 8, 2022, the attached plan shown as Exhibit A was presented and approved and included the following requests:

1. Reconstruction of Lateral L and Lateral M County Regulated Drains to allow for the roadway to be widened with installation of a new County Regulated Drain Pipe to be constructed along College Avenue from the east end of the project to the existing County Ditch adjacent to the railroad tracks;
2. Permission to Enter Lateral "L" Horn-Yoder/Lateral "L1" Horn-Yoder to Rock Run Creek with 1) a 36" pipe from Pond #1 to existing Lateral "L" Horn-Yoder (*complete*); 2) a 24" pipe from Pond #2 to new 42" pipe Lateral "L" Horn-Yoder; and 3) a 24" pipe from Pond #2 to new 24" pipe replacing the 18" CMP Lateral "L1" Horn-Yoder; and
3. Permission to Cross Lohri-Cripe Ditch Lateral "K" and Horn-Yoder Lateral "L" at CR 36/CR 31 intersection for a new 12" water main to be directionally bored with a minimum vertical separation of 5' below the creek bottom as shown on Abonmarche Job # 21-0453, Plan and Profile – Line "R" Sheet No. 10 of 17. Plan sheet shows the utility crossing the Lateral "L" Horn-Yoder at CR 36/CR31 on the south west corner of the intersection. (*To be complete by August 2023.*)

During the meeting, all three (3) items were approved with the condition that an Interlocal Agreement be established between the City of Goshen and the Elkhart County Drainage Board.

At the time of the February request, it was assumed that the road widening to three (3) lanes with the installation of the new County Regulated Drain Pipe within the roadway would occur as part of the initial public infrastructure project. As cost estimates were prepared for this project, it was determined that the leg of East College Avenue within the City limits would be better completed as a MACOG project. The road widening was removed from the initial scope with the expectation that the City would be applying for LPA funds from MACOG to complete that. The City did apply and was awarded the funds and Abonmarche has been procured as the design consultant for the project with a letting date of early 2027. Our goal is to get started on design with the hope of being ready to bid in the event that funds become available early.

The City's current project, which does not include the roadway widening, commenced in July 2022 and is anticipated to be completed by late fall 2023. The details regarding the drainage components of the project are as follows:

1. Construction of routing swales along the east and southern boundaries of the northern parcels – Both have been graded and seeded.
2. Stormwater Collection Area at the southeast corner of the northern parcel – This area has been constructed and will be stabilized by the end of June.
3. Detention Pond #1 – The southern portion of this pond has been constructed up to the location of the approved 36" release pipe into the County Regulated Ditch. The completed portion of the pond will be left separate from the northern portion until it is constructed and stabilized to ensure that erosion is not released into the County Regulated Ditch. A float ball is currently in place at the outfall pipe to prevent drainage from leaving the pond prior to having an opportunity to settle to prevent soil from the site entering into the County Regulated Ditch. The float ball is being monitored daily to ensure that it continues to function.
4. Detention Pond #2 – Construction for this pond is underway and expected to be completed this fall. The intent is for this pond to act as an overflow for Lateral "L" as well as the stormwater that flows onto this property from the east.
5. Lateral "M" Crossings – The City has requested permission to cross Lateral "M" for construction entrances as well as for the permanent roadway entrances for the industrial subdivision. Brinkley has made an additional request that is currently on hold for another crossing just west of the lift station. The appropriate materials have been installed for the crossings that are in place to allow for Lateral "M" to continue to flow in its current location.
6. Installation of stormwater infrastructure within the roadway along the northern boundary of the industrial development – In lieu of the Proposed Drainage Ditch #3 shown on Exhibit A, the City has instead installed storm water pipe within the northern roadway to carry the stormwater from the east side of the site to the pond on the west. All pipes have been installed to allow for the roadway construction to begin in June.
7. Permission to Cross Lohri-Cripe Ditch Lateral "K" and Horn-Yoder Lateral "L" at CR 36/CR 31 intersection for a new 12" water main – This work is under contract with HRP and it is anticipated that the work will be complete by August 2023.
8. Project Dewatering – To date, both HRP Contract #1 and #3 have received Drainage Board approvals for their dewatering plans and that work has been completed. The rip rap check dam that was noted in the April 21st letter has been removed. Niblock will provide a dewatering plan for approval for the remaining excavation associated with Detention Pond #1 within the next few months.

It is anticipated that the County's existing Lateral "M" regulated drain east of the project will be temporarily diverted into Brinkley's Stormwater Collection Area at the southeast corner of the northern development. Maintenance of the Brinkley Stormwater system through the development will be the responsibility of the Developer and/or the City. All the City's work to prepare for this connection will be completed by the end of June once the system is vegetated and stabilized. The County will relinquish Lateral "M" along the north side of the roadway adjacent to the development once the connection at the east end is made. The Regulated Drain Lateral "M" Horn-Kauffman on the north side of the roadway will be converted to function as a "roadside ditch/swale", but will not be officially abandoned until the 42" storm pipe is installed as part of the 2027 MACOG project. The infrastructure installed to date for the crossings will remain in some fashion to allow for a roadside ditch/swale to accommodate the road water which will tie back into Brinkley's drainage

system. Brinkley currently has an approved Post-Construction Stormwater Management Plan (PCSMP) in place and all connections within the drainage system will be required to comply with the approved PCSMP.

As part of the 2027 MACOG project, titled College Avenue – Phase III, the City will be proceeding with the widening of the roadway and installation of the 42” stormwater pipe beneath the road as well as the two (2) planned 24” outlets from Pond #2 as noted in the City’s original February 2022 request. If Brinkley proceeds with development for their southern parcels of land in advance of the 2027 project, they will be required to 1) upgrade the existing 18” CMP Lateral “L” along the south side of the roadway in front of the residential houses to provide an adequately sized outlet and 2) construct the second 24” outlet pipe north across the roadway into the existing Brinkley Stormwater system unless they can show calculations that the drainage from the proposed southern development will not exceed the available capacity within Pond #2 that would warrant the second outlet. The County Regulated Drain route will remain along the south side of the road and through Pond #2 until the 42” pipe is installed to replace it. Until that time, maintenance of the pond to ensure the flow of the County Drain is not adversely impacted will be the responsibility of the City and/or Developer.

Both parties acknowledge that the 42” stormwater pipe, to be installed in 2027, will be insufficient to handle all of the County’s stormwater that flows through this corridor and that, while the routing of Lateral “M” is temporary until the 42” can be installed, the Brinkley Drainage system will always function as an overflow for the County’s regulated drains when the capacity exceeds what the 42” can accommodate.

While the County had originally agreed to participate in the funding for the storm pipe materials associated with this project, all parties agree that the County will instead acquire the right-of-way needed to relocate Lateral “M” east of the development, reconstruct Lateral “M” in the location shown on Exhibit B and make the connection into Brinkley’s drainage system. The City will then incur the future costs for the storm pipe materials associated with the MACOG project.

The City has hired Abonmarche to survey the area east of the project to allow for additional right-of-way acquisition related to the relocation of Lateral “M”. Exhibit B shows the detail regarding the new location and legal descriptions will be provided to the County by Abonmarche no later than June 16th 2023.

If you have any questions, please let me know.

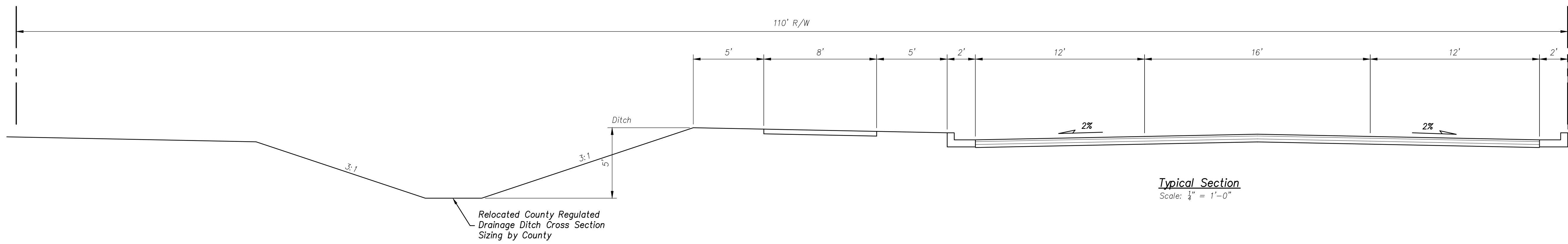
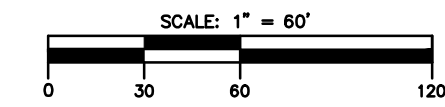
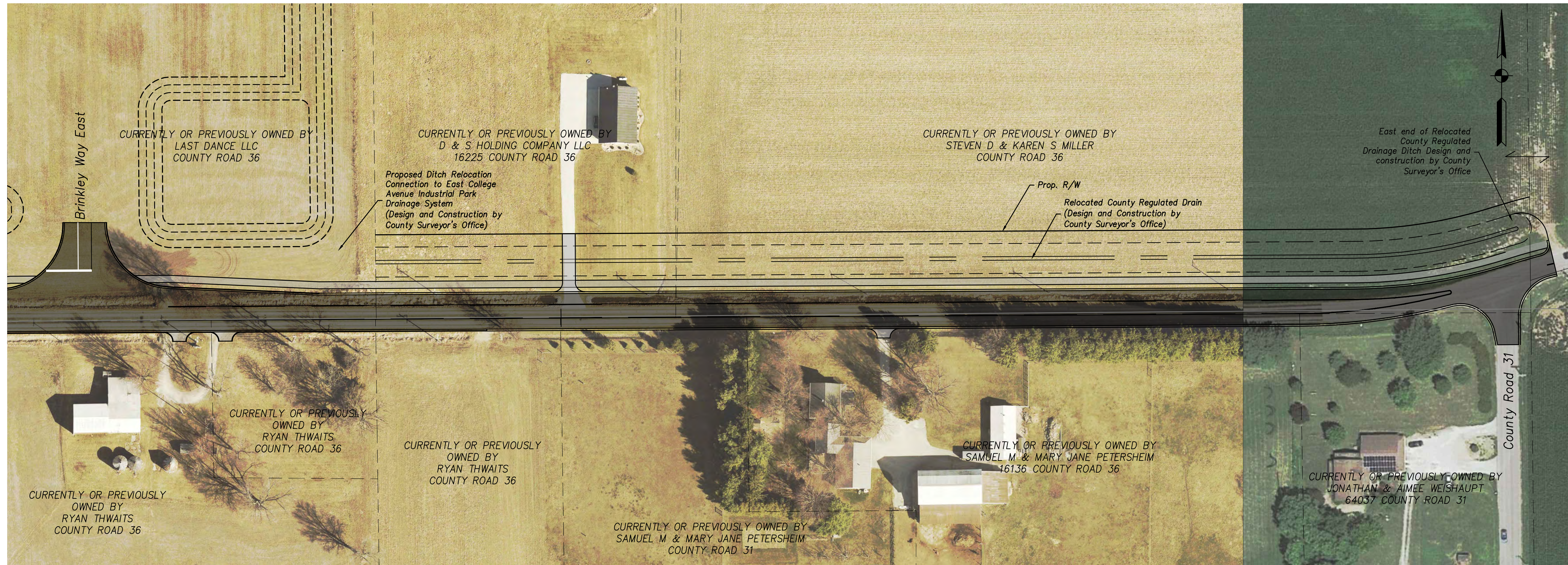
Best regards,

A handwritten signature in blue ink that reads "Becky Hutsell". The signature is written in a cursive style.

Becky Hutsell
Redevelopment Director

EXHIBIT A

EXHIBIT B



ABONMARCHÉ
 303 River Road Drive
 Lafayette
 Gibson County
 Indiana 46226
 P: 774.338.9611
 abonmarche.com

Engineering Architecture Land Surveying

PROJECT:
EAST COLLEGE AVENUE EXTENSION
CITY OF GOSHEN / ELKHART COUNTY
DEPT OF PUBLIC WORKS & SAFETY
GOSHEN, INDIANA

CONCEPTUAL LAYOUT

SHEET TITLE:

DRAWN BY: DEF

DESIGNED BY:

PM REVIEW: RAN

QA/GC REVIEW: BEM

DATE: 5-3-2023

SEAL:

Preliminary
 May 3, 2023

SIGNATURE:

DATE:

SCALE:

HORZ: 1" = 60'

VERT:

ACT JOB #
22-1685

RESOLUTION 24-2023

**Agreement Amendment #3
with American Structurepoint, Inc. for Quiet Zone**

WHEREAS, City and American Structurepoint, Inc. entered into an agreement dated March 25, 2013, and as amended December 23, 2013 and March 26, 2015, for the purpose of establishing a Quiet Zone along the Norfolk Southern Marion Branch railroad line.

WHEREAS City wishes to engage American Structurepoint, Inc., to provide additional services to implement the Quiet Zone.

NOW, THEREFORE, BE IT RESOLVED that the Goshen Redevelopment Commission approves the terms and conditions of the Agreement Amendment #3 with American Structurepoint, Inc., f/k/a American Consulting, Inc., for the establishment of a quiet zone along the Norfolk Southern Marion Branch, a copy of which is attached to and made a part of this resolution.

BE IT FURTHER RESOLVED that Becky Hutsell, Redevelopment Director, is authorized to execute Agreement Amendment #3 on behalf of the City of Goshen and Goshen Redevelopment Commission.

PASSED and ADOPTED on July _____, 2023.

President

Secretary



**Engineering Department
CITY OF GOSHEN**

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

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

Memorandum

To: Redevelopment Commission

From: Dustin K. Sailor, Director of Public Works

RE: **NORFOLK SOUTHERN MARION LINE QUIET ZONE
(JN: 2009-0046)**

Date: July 6, 2023

The City has been working to complete the quiet zone improvements along Norfolk Southern's Marion Line for numerous years. With the anticipated completion of the Madison Street railroad crossing improvement by Norfolk Southern in 2024, City staff believe the improvements and approval of the quiet zone can be accomplished in the next twenty-four months.

To keep communication and applications moving forward with the Federal Railroad Administration and Norfolk Southern, the City requested a quoted from American StructurePoint to act as the City's liaison between the parties. American StructurePoint, who has assisted the City through the years on similar work, has offered a proposal in the amount of \$48,495.00 to accomplish the following tasks:

1. Update the existing quiet zone exhibits to match the current conditions
2. Prepare and submit a Notice of Intent
3. Respond to questions and Comments
4. Prepare Notice to Establish
5. Provide revisions as needed
6. Provide project management
7. Provide Railroad/Agency coordination
8. Attend three (3) client meeting
9. Prepare the Public Authority Application

Completing the quiet zone project important to the community and instrumental in attracting future tenants to the proposed Ariel Cycleworks Development proposed for the Redevelopment's parcel of land on Tenth Street between Plymouth Avenue and Douglas Street.

Goshen Engineering welcomes Redevelopment's support of this professional services proposal with American Structurepoint in the amount of \$48,495.00.

Suggested Motion: Move to approve a contract with American Structurepoint in the amount of \$48,495.00 to assist the City with the communication and application work necessary for the Marion Line Railroad Quiet Zone. Futher move to allow Becky Hutsell, the Redevelopment Director, to sign the agreement once prepared by Goshen Legal.



**Engineering Department
CITY OF GOSHEN**

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AGREEMENT AMENDMENT #3

Establish a Quiet Zone along Norfolk Southern Marion Branch

THIS AGREEMENT AMENDMENT is entered into this ____ day of _____, 2023, which is the last signature date set forth below, between American Structurepoint, Inc., f/k/a American Consulting, Inc., hereinafter referred to as “Consultant”, and the City of Goshen by its Board of Public Works and Safety and its Redevelopment Commission, hereinafter referred to as “City”.

WHEREAS, the City entered into an Agreement with Consultant dated March 25, 2013 for Consultant to provide on-call technical assistance and coordination, as needed, to the City for the purpose of establishing a Quiet Zone along the Norfolk Southern Marion Branch railroad line for an amount not to exceed Twenty Thousand Five Hundred Dollars (\$20,500.00).

WHEREAS, the City entered into an Agreement Amendment with Consultant dated December 23, 2013 to extend the term until June 1, 2015 due to on-going negotiations with the Indiana Department of Transportation, Norfolk Southern Railroad, MACOG and Federal Railroad Administration.

WHEREAS, the City entered into Agreement Amendment #2 with Consultant dated March 26, 2015 to add additional scope of work in order to submit the City’s application for a Quiet Zone to the Federal Railroad Administration for an amount not to exceed Twenty-Nine Thousand Three Hundred Dollars (\$29,300.00).

WHEREAS, the City wishes to engage Consultant to provide additional services to implement the Quiet Zone.

NOW THEREFORE, in consideration of the mutual covenants contained in this amendment and the covenants contained in the original Agreement, as previously amended, the parties agree as follows:

SCOPE OF WORK. Consultant’s services under this Agreement Amendment #3 shall consist of:

1. Quiet Zone implementation, including:
 - a. Update exhibits
 - b. Prepare and submit Notice of Intent
 - c. Respond to questions/comments
 - d. Prepare Notice to Establish
 - e. Revisions
 - f. Project management
 - g. Railroad/Agency coordination
 - h. Client meetings (3)
 - i. Prepare Public Authority Application

COMPENSATION. The City agrees to compensate Consultant for the above services in this Agreement Amendment #3 based on a time and materials basis and Consultant’s standard hourly rates revised as follows:

Consultant's Hourly Rates to December 31, 2023

<u>Classification</u>	<u>Hourly Rate</u>
Principal	\$395
Project Manager	\$305
Senior Engineer	\$230
Project Engineer	\$190
Staff Engineer	\$135
Technician	\$125
Senior Technician	\$180

Total costs for all services under this Agreement Amendment #3 shall not exceed Forty-Eight Thousand Four Hundred Ninety-Five Dollars (\$48,495.00).

ORIGINAL AGREEMENT. All other terms and conditions of the March 25, 2013 Agreement, as amended by the December 23, 2013 Agreement Amendment and the March 26, 2015 Agreement Amendment #2 shall remain the same.

AUTHORITY TO EXECUTE. The undersigned affirm that all steps have been taken to authorize execution of this Agreement Amendment #3, and upon the undersigned's execution, bind their respective organizations to the terms of the Agreement Amendment #3.

IN WITNESS WHEREOF, the parties have executed this Agreement Amendment #3 on the dates as set forth below.

**City of Goshen
Board of Public Works and Safety**

American Structurepoint, Inc.

Gina M. Leichty, Mayor

Scott M. Crites, Project Development Director

Michael Landis, Member

Date: _____

Mary Nichols, Member

Barb Swartley, Member

Date: _____

**City of Goshen
Redevelopment Commission**

Becky Hutsell
Redevelopment Director

Date: _____

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 **June 14, 2023 through July 7, 2023** and finds that entries are allowed in the total amount of **\$ 781,906.27**

APPROVED on July 11, 2023

Brian Garber, President

Brianne Brenneman, Secretary

GOSHEN REDEVELOPMENT COMMISSION

Expenditure Report - by Budget Line and Payee

Claims from 06/14/23 through 07/07/23

324-560-00-438.0300		Paying Agent Fees	
7/7/2023	Bank of New York Mellon Trust Company, NA (05316)		\$1,250.00
Line Total for Period:			\$1,250.00
406-560-00-431.0502		RDV NON-RVRT OP/Contractual Services	
7/6/2023	Affordable Lawn Service (04844)		\$985.00
Line Total for Period:			\$985.00
406-560-00-433.0000		RDV NON-RVRT OP/Printing & Advertising	
6/21/2023	The Goshen News (00115)		\$92.18
Line Total for Period:			\$92.18
406-560-00-435.0101		RDV NON-RVRT OP/Electric	
6/14/2023	NIPSCO (00014)		\$150.18
6/21/2023	NIPSCO (00014)		\$111.01
7/6/2023	NIPSCO (00014)		\$88.56
7/6/2023	NIPSCO (00014)		\$34.16
7/7/2023	NIPSCO (00014)		\$202.58
Line Total for Period:			\$586.49
406-560-00-435.0201		RDV NON-RVRT OP/Gas	
6/14/2023	NIPSCO (00014)		\$31.59
6/21/2023	NIPSCO (00014)		\$355.10
7/6/2023	NIPSCO (00014)		\$53.84
7/6/2023	NIPSCO (00014)		\$23.25
7/7/2023	NIPSCO (00014)		\$39.86
Line Total for Period:			\$503.64

406-560-00-439.0930 RDV NON-RVRT OP/Other Services & Charges

6/23/2023	Elkhart County Auditor	\$25.00
6/23/2023	Elkhart County Treasurer	\$25.00
6/23/2023	Elko Title Corporation (04462)	\$755.00
7/6/2023	Amazon Capital Services	\$27.85
Line Total for Period:		\$832.85

473-560-00-431.0502 SOUTHEAST TIF/Contractual Services

6/27/2023	American Structurepoint, Inc. (03093)	\$5,457.60
6/27/2023	American Structurepoint, Inc. (03093)	\$4,488.00
Line Total for Period:		\$9,945.60

473-560-00-442.0000 SOUTHEAST TIF/Capital Projects

6/29/2023	Abonmarche (05859)	\$63,000.00
7/7/2023	Elkhart County Gravel, Inc. (00174)	\$5,047.07
7/7/2023	HRP Construction	\$370,136.75
Line Total for Period:		\$438,183.82

480-560-00-431.0502 RR/US 33 TIF/Contractual Services

6/27/2023	Beam Longest Neff - BLN (12772)	\$17,791.08
6/27/2023	Jones Petrie Rafinski Corp. (00463)	\$9,703.40
6/30/2023	Abonmarche (05859)	\$315.00
7/6/2023	A & Z Engineering, LLC	\$4,295.50
Line Total for Period:		\$32,104.98

480-560-00-439.0930 RR/US 33 TIF/Other Services & Charges

6/21/2023	Goshen Utilities (00013)	\$34.39
6/29/2023	Barkes, Kolbus, Rife & Shuler, LLP (00311)	\$1,122.06
7/6/2023	City of Goshen (0200)	\$47.30
Line Total for Period:		\$1,203.75

480-560-00-442.0000 RR/US33 TIF/Capital Projects

6/27/2023	NuWay Construction	\$296,217.96
Line Total for Period:		\$296,217.96

Total Expenditures for Period: \$781,906.27



July 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.