



**GOSHEN REDEVELOPMENT COMMISSION
AGENDA FOR THE REGULAR MEETING OF March 12, 2024**

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

The Goshen Redevelopment Commission will meet on March 12, 2024 at 3:00 p.m. in the City Court Room/ Council Chambers at the Goshen Police & Court Building, 111 East Jefferson Street, Goshen, Indiana.

- 1. CALL TO ORDER/ROLL CALL**
- 2. CHANGES TO THE AGENDA**
- 3. APPROVAL OF MINUTES**
- 4. PRESENTATION** – Goshen Manufacturing Academy Update
- 5. NEW BUSINESS**

Resolution 05-2024 – Contract for City of Goshen Lawn Services with Colin Avila d/b/a Yardshark

Resolution 06-2024 – Approval and Authorization to Issue Request for Proposals and Qualifications for New South Fire Station

- 6. APPROVAL OF REGISTER OF CLAIMS**
- 7. MONTHLY REDEVELOPMENT STAFF REPORT**
- 8. OPEN FORUM**

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

- 9. ANNOUNCEMENTS**
Next Regular Meeting – April 9, 2024 at 3:00 p.m.

GOSHEN REDEVELOPMENT COMMISSION

Minutes for the Regular Meeting of February 13, 2024

The Goshen Redevelopment Commission met in a regular meeting on February 13, 2024 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: Brian Garber, Brianne Brenneman, Jonathan Graber, Brett Weddell, Bradd Weddell and Colin Yoder

Absent: None

Mayor Leichty swore in each Commission member.

PRESENTATION

Shane Dyer and Casey Yeager from Viewrail. Last fall an open house was held and the project was very well received. We listened to the feedback and have decided to move forward with a townhome project instead of apartments. Provided a power point of general information.

APPROVAL OF MINUTES

A motion was made by Commissioner Weddell and seconded by Commissioner Brenneman to approve the minutes of the January 9, 2024 regular meeting.

The motion was adopted unanimously.

Resolution 01-2024 – Approval and Authorization for Execution of 10th Street and Douglas Street Road Reconstruction Change Order No. 3 with Niblock Excavating, Inc.

(22:23) Dustin Sailor, Director of Public Works, this change order is for costs related to fittings, valves and removing of sanitary structures on Douglas Street. The change order increases the contract amount by \$14,674.68 for a revised contract amount of \$4,295,386.08.

A motion was made by Commissioner Weddell and seconded by Commissioner Graber to approve Resolution 01-2024.

The motion was adopted unanimously.

Resolution 02-2024- Approval of Contract Amendment No. 2 with American Structurepoint for Geotechnical Services

(25:00) Dustin Sailor, Director of Public Works, a key component of the design is the geotechnical work. Since signing the professional engineering services contract, INDOT standard rates have increased. The consultant has requested their standard fee be increased accordingly. The increase in the geotechnical service fee is \$19,298.00. This is INDOT funding thru MACOG and will see if reimbursement is available.

A motion was made by Commissioner Graber and seconded by Commissioner Brenneman to approve

The motion was adopted unanimously.

Resolution 03-2024 Approval of Agreement Amendment No. 4 with American Structurepoint to Establish a Quiet Zone along Norfolk Southern Marion Branch

(29:00) Dustin Sailor, Director of Public Works, good progress has been made on the quiet zone but there is one more hurdle to complete before submitting the application. We have reached out the county regarding the County Road 40 railroad crossing and they have requested an interlocal agreement that gives consent to make improvements for the quiet zone. The cost of this amendment is \$58,425.00.

An error was made in the resolution and the correct amount of the amendment is \$58,425.00.

A motion was made by Commissioner Weddell and seconded by Commissioner Graber to amend and replace the amount of \$48,495.00 with \$58,425.00.

The motion was adopted unanimously.

A motion was made by Commissioner Weddell and seconded by Commissioner Brenneman to approve Resolution 03-2024 as amended.

The motion was adopted unanimously.

Resolution 04-2024 –Approval of Funding for Agreement with American Structurepoint for Madison Street Railroad Crossing Improvement Plan

(35:35) Dustin Sailor, Director of Public Works, Norfolk Southern must improve the Madison Street railroad crossing is association with the Highway Safety Improvement Program (HSIP). The City has provided its portion of funding towards this project; however, HSIP improvements are not meant for quiet zones and NS does not intend to install crossing arms that would support the City's quiet zone. While the City and INDOT disagree with NS approach, NS has responded that if the City would like something else considered, the City must prepare a plan for NS approval.

A motion was made by Commissioner Weddell and seconded by Commissioner Yoder to approve Resolution 04-2024.

The motion was adopted unanimously.

Resolution 05-2024 –Approval of Additional Construction Inspection Services for East College Avenue Infrastructure Extension Project

(43:00) Becky Hutsell, Redevelopment Director, this is the second agreement amendment with Abonmarche Consultants, LLC for East College Avenue Construction Inspection Services. When the project originally began, we entered into the first agreement for the remainder of 2022 and in December of 2022 we did an extension through the 2023 season. The total of the second amendment is \$89,760 for a total contract amount of \$910,760.

A motion was made by Commissioner Weddell and seconded by Commissioner Brenneman to approve Resolution 05-2024.

The motion was adopted unanimously

Resolution 06-2024 – Approval of Surveying Services for Right-of-Way Descriptions for 65693 and 65719 State Road 15

(47:00) Becky Hutsell, Redevelopment Director, the Commission previously agreed to sell the State Road 15 homes that were acquired as part of the Waterford Mills Parkway extension project. This project has been changed to road improvements along State Road 15. Before selling the homes, an additional 20' right-of-way dedication will be needed. JPR can complete for a fee of \$2,200 and complete work within two week of notice to proceed.

A motion was made by Commissioner Weddell and seconded by Commissioner Yoder to approve Resolution 06-2024.

The motion was adopted unanimously.

APPROVAL OF REGISTER OF CLAIMS

A motion was made by Commissioner Weddell and seconded by Commissioner Yoder to approve payment of the Register of Claims totaling \$227,449.32

The motion was adopted unanimously.

MONTHLY REDEVELOPMENT STAFF REPORT

Becky Hutsell, Redevelopment Director, stated some updates have been made to the staff report. Dustin Sailor, Director of Public Works, wanted to highlight the Reliance Road/Peddlers Road Project with utility relocation to start soon. Anticipated construction to start in May.

Becky Hutsell stated that the Lincoln/Steury Reconstruction Project is going out to bid March 1st and will have the bids at the April meeting.

OPEN FORUM

Commissioner Brett Weddell thanked Dustin Sailor and Becky Hutsell for their continued work on the quiet zone over the years.

Commissioner Bradd Weddell asked about the US 33 project and how it may impact any future Redevelopment projects. Mr. Sailor responded that INDOT has confirmed the estimate for the project came in much higher than anticipated and will move the project to 2027 which is open to change. Also discussed the replacement of the lift station along US 33.

ANNOUNCEMENTS

It was announced that the next regular meeting is scheduled for March 12, 2024 at 3:00 p.m.

ADJOURNMENT

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

The motion was adopted unanimously.

The regular meeting was adjourned at 4:01 p.m.

APPROVED on March 12, 2024

GOSHEN REDEVELOPMENT COMMISSION

Brian Garber, President

Brianne Brenneman, Secretary

Goshen High School Advanced Manufacturing Academy Update

March 12, 2024

- Advanced Manufacturing Pathways; 2 pathways
 - Industrial Automation & Robotics (3 year – principles class + 2 concentrators)
 - 2023-24 First year to offer all levels of 3 year program.
 - Welding Technology (3 year – principles class + 2 concentrators)
 - 2nd year for principles class, first year for 2nd year (Gas Welding Technologies).
- Student Numbers
 - 2019-20 enrollment 6 students
 - 2020-21 enrollment 14 students
 - 2021-22 enrollment 28 students
 - 2022-23 enrollment 138 students
 - 2023-24 enrollment 179 students
- Industrial Automation & Robotics Pathway Update
 - 2nd Year Concentrator
 - Rotations added; precision machining CNC or Manual Mills (purchased new Bridgeport Mill), Laser Cutter/Engraver - programming
 - Projects
 - 2023-24 First year for 3rd Year Concentrator
 - 3rd Year Mechatronics; CAM, CNC Programming, Material Analysis (Analysis/Testing learning system purchased), Plastics (Injection molding system purchased), Welding, Variable Frequency Drives, Digital Enterprise, Smart Sensors, Programmable Controllers, (PLC Troubleshooting learning system & Programming Software purchased)
- Welding Technologies Pathway Update
 - Principles (1st year)
 - Foundational Learning Rotations added due to student numbers - Band saws, hand tools, measurement, angle grinders, oxy-fuel, basic electricity, power, intro to welding theory, welding simulators.
 - 2023-24 First year for 2nd Year Concentrator - Gas Welding Technology
 - Students focus on developing competence in GMAW (MIG) steel/aluminum in various positions and weld joints, GTAW (TIG) steel/aluminum, project work.
 - Equipment added; 1 stick welder, 2 MIG welders, 2 combination stick/TIG/MIG Spool welders, 2 welding tables,
- Major Equipment Additions for 2024/25 School Year
 - Precision Machining - Haas Mini Mill & tooling
 - Precision Machining - Manual Metal Lathe & tooling
 - Additive Manufacturing - High resolution 3D printer
 - Oxy - Fuel Cutting System
 - Dedicated CAD / CAM Workstations - computers/monitors

Appendix: Program Descriptions

Brief Description of Industrial Automation & Robotics – Pod Rotations combined with Group Block Lessons and Project Work

- 1st Year - Principles; CAD, Machine Automation, AC/DC Electricity, Fluid Power, Electrical Relay Control, Robotics Programming, Band Saw / Hand Tools, Drill Press Operations, Electrical Fabrication, Sheet Metal, Precision Measurement, CNC Programming / Machining, Power Transmission
- 2nd Year - Advanced; CNC Programming/Machining, Fluid Power (Hydraulic/Pneumatic), Mechanical Drives, Programmable Controllers, Robotics Programming, Mechatronics Systems, Digital Enterprise.
- 3rd Year Mechatronics; CAM, CNC Programming, Material Analysis, Plastics, Welding, Variable Frequency Drives, Digital Enterprise, Smart Sensors, Programmable Controllers, Smart Identification Systems

Brief Description of Welding Technology - Theory/Application combined with Group Block Lessons and Project Work

- 1st Year - Principles; Basic welding fundamentals, welding processes (SMAW, GMAW, GTAW, basic electricity, power, welding terms, Welding Simulators, SMAW welding exercises, GMAW welding exercises, Weld Symbols, Weld Defects, Spot Welding, Plasma Arc Cutting, Metallurgy Fundamentals, Weld Procedure Specifications
- 2nd Year - Gas Welding Processes - Combination of MIG (steel & aluminum) and TIG (steel & aluminum) welding processes. Develop competence in various weld joints, weld positions. Understanding weld defects. Project work.
- 3rd Year - Shielded Metal Arc Welding - Will be offered 2024-25; Theory and Application

**Goshen Redevelopment Commission
Resolution 05-2024**

Contract for City of Goshen Lawn Services with Colin Avila d/b/a Yardshark

WHEREAS the City of Goshen and Colin Avila d/b/a Yardshark (“Yardshark”) have negotiated a Contract for Yardshark to provide lawn mowing and maintenance services for certain City of Goshen properties, including seven (7) locations that are owned or controlled by the Goshen Redevelopment Commission.

NOW, THEREFORE, BE IT RESOLVED that the Goshen Redevelopment Commission approves the terms and conditions of the Contract for City of Goshen Lawn Services with Colin Avila d/b/a Yardshark, a copy of which is attached to and made a part of this resolution.

BE IT FURTHER RESOLVED that the Goshen Redevelopment Commission authorizes Redevelopment Director Becky Hutsell to execute the Contract for City of Goshen Lawn Services with Colin Avila d/b/a Yardshark on behalf of the City of Goshen and the Goshen Redevelopment Commission.

PASSED and ADOPTED on March 12, 2024.

President

Secretary

CONTRACT
FOR
CITY OF GOSHEN LAWN SERVICES

THIS CONTRACT ("Contract") is entered into on _____, 2024, which is the last signature date set forth below, by and between **Colin Avila d/b/a Yardshark** ("Contractor"), whose mailing address is PO Box 2101, Michigan City, IN 46361, and **City of Goshen, Indiana** ("City"), a municipal corporation and political subdivision of the State of Indiana acting through the Goshen Board of Public Works and Safety and Stormwater Board and the Goshen Redevelopment Commission.

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

1. Scope of Services.

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

2. Effective Date; Term; Renewal.

- (A) The Contract shall become effective on the day of execution and approval by the Goshen Board of Public Works and Safety, Goshen Redevelopment Commission, and Contractor.
- (B) The initial term of this Contract shall be for the 2024 mowing season which shall include 2024 fall clean up.
- (C) Upon written approval of the parties, the Contract may be renewed under the same terms and conditions up to two (2) additional mowing seasons. Either party shall provide the other party notice in writing by December 31 if either party desires to renew the Contract for the subsequent year's mowing season which shall include fall clean up.

3. Compensation; Payment.

- (A) City shall pay Contractor on a monthly basis for the satisfactory performance of the Lawn Services completed the previous calendar month based on the established unit cost at a Service Area as set forth in Exhibit B attached to this Contract. In calendar months in which Lawn Services are not provided to a Service Area the entire month and the compensation is based on a lump sum monthly cost rather than a unit cost for each mow, the compensation shall be prorated based on the portion of the calendar month in which Lawn Services were provided.

(B) Contractor shall invoice City monthly for the Lawn Services provided the previous calendar month. The invoice shall identify the Service Area, and the unit cost (or prorated portion thereof) for the Lawn Services provided.

(1) The Lawn Services provided to the Service Areas to be invoiced to the **Engineering Department** and marked “ENG” in Exhibit B shall be sent to the following address, or at such other address as City may designate in writing:

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

Email is also acceptable at engineering@goshencity.com.

(2) The Lawn Services provided to the Service Areas to be invoiced to the Police Department and marked “POL” in Exhibit B shall be sent to the following address, or at such other address as City may designate in writing:

City of Goshen
c/o Goshen Police Department
111 E. Jefferson Street
Goshen, IN 46528

Email is also acceptable at paulahershberger@goshencity.com.

(3) The Lawn Services provided to the Service Areas to be invoiced to the **Redevelopment Department** and marked “RDV” in Exhibit B shall be sent to the following address, or at such other address as City may designate in writing:

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

Email is also acceptable at traceenorton@goshencity.com.

(4) Payment will be made within forty-five (45) days following City’s receipt of the invoice and satisfactory performance of the Lawn Services completed the previous calendar month. If any dispute arises, the undisputed amount will be paid. Payment is deemed to be made on the date of mailing the check.

(5) Contractor is required to have a current W-9 form on file with the Goshen Clerk-Treasurer’s Office before City will issue payment.

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

5. **Independent Contractor.**

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

6. **Non-Discrimination.** In accordance with Indiana Code § 22-9-1-10, Contractor and any subcontractor shall not discriminate against any employee or applicant for employment to be employed in the performance of this Contract, with respect to the employee or applicant's hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of the employee or applicant's race, religion, color, sex, disability, national origin, or ancestry. Breach of this covenant may be regarded as a material breach of the Contract.

7. **Employment Eligibility Verification.**

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

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

9. **Investment Activities in Iran.** In accordance with Indiana Code § 5-22-16.5, Contractor certifies that Contractor does not engage in investment activities in Iran as defined by Indiana Code § 5-22-16.5-8.
10. **Indemnification.**
- (A) Contractor shall indemnify and hold harmless the City of Goshen and City's agents, officers, and employees from and against any and all liability, obligations, claims, actions, causes of action, judgments, liens, damages, penalties, injuries, or accidental deaths caused by any intentional, reckless, or negligent act or omission by Contractor or any of Contractor's agents, officers, and employees during the performance of this Contract. Such indemnity shall include reasonable attorney's fees and other expenses incurred by City, and shall not be limited by reason of insurance coverage required by this Contract.
 - (B) Contractor shall be responsible for all injuries to persons and for all damages to property of City or others caused by or resulting from the negligence of Contractor or any of Contractor's agents, officers, and employees during the performance of Services under this Contract.
11. **Insurance.**
- (A) Prior to commencing work, Contractor shall furnish City a certificate of insurance in accordance with the following minimum requirements, shall maintain the insurance in full force and effect, and shall keep on deposit at all times during the term of the Contract with City the certificates of proof issued by the insurance carrier that such insurance is in full force and effect. Contractor shall specifically include coverage for the City of Goshen as an additional insured for Employer's Liability, General Liability and Automobile Liability.
 - (B) Each certificate shall require that written notice be given to the City at least thirty (30) days prior to the cancellation or a material change in the policy.
 - (C) Contractor shall include the following types of insurance with the following minimum limits of liability:
 - (1) Workers Compensation and Employer's Liability - Statutory Limits
 - (2) General Liability - Combined Bodily Injury and Property Damage, \$1,000,000 each occurrence and \$2,000,000 aggregate
 - (3) Automobile Liability - Combined Bodily Injury and Property Damage, \$1,000,000 each occurrence and \$2,000,000 aggregate
 - (4) Excess Umbrella Coverage - \$1,000,000 each occurrence
12. **Force Majeure.** In the event that either party is unable to perform any of its obligations under this Contract or to enjoy any of its benefits because of natural disaster or decrees of governmental bodies not the fault of the affected party (hereinafter referred to as a "Force Majeure Event"), the party affected shall immediately provide written notice to the other party. The notice shall provide evidence of the Force Majeure Event to the satisfaction of the other party. The party shall do everything possible to resume performance. If the period of non-performance exceeds fifteen (15) days from receipt of the notice of the Force Majeure Event, the party whose ability to perform has not been affected may, by giving written notice, terminate the Contract and the other party shall have no recourse.

13. **Default.**

- (A) If Contractor fails to perform the Services or comply with the provisions of this Contract for a period of at least seven (7), except under conditions of a Force Majeure Event, then Contractor may be considered in default.
- (B) Contractor may also be considered in default by the City if any of the following occur:
 - (1) There is a substantive breach by Contractor of any obligation or duty owed under the provisions of this Contract.
 - (2) Contractor is adjudged bankrupt or makes an assignment for the benefit of creditors.
 - (3) Contractor becomes insolvent or in an unsound financial condition so as to endanger performance under the Contract.
 - (4) Contractor becomes the subject of any proceeding under law relating to bankruptcy, insolvency or reorganization, or relief from creditors and/or debtors.
 - (5) A receiver, trustee, or similar official is appointed for Contractor or any of Contractor's property.
 - (6) Contractor is determined to be in violation of federal, state, or local laws or regulations and that such determination renders Contractor unable to perform the work described under the Specifications and Contract Documents.
 - (7) The Contract is subcontracted by Contractor without the consent of City.
 - (8) The Contract or any right, monies or claims are assigned by Contractor without the consent of the City.

14. **Termination.**

- (A) The Contract may be terminated in whole or in part, at any time, by mutual written consent of both parties.
- (B) City may terminate this Contract, in whole or in part, in the event of default by Contractor. In such event, City may issue a written notice of default and provide a period of time that shall not be less than seven (7) calendar days in which Contractor shall have the opportunity to cure. If the default is not cured within the time period allowed, the Contract may be terminated by the City.
- (C) In the event of default and failure of Contractor to satisfactorily remedy the default after receipt of written notice, the City may otherwise secure similar services in any manner deemed proper by the City, and Contractor shall be liable to the City for any excess costs incurred. If such provisions are made by City, Contractor shall be responsible for any and all cost incurred by City, and such amounts shall be deducted from amounts City may owe Contractor. If the costs exceed the amounts owed to Contractor, Contractor is liable to reimburse City for any such costs.

- (D) Upon termination, Contractor shall be compensated for Services rendered prior to the effective date of termination, subject to any reimbursements due to City by reason of default.
- (E) The rights and remedies of the parties under this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

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

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

Address for Contractor: Colin Avila d/b/a Yardshark
 PO Box 2101
 Michigan City, IN 46361

16. **Subcontracting or Assignment.**

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

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

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

19. **Applicable Laws.**

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

20. **Miscellaneous.**

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

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

22. **Binding Effect.** All provisions, covenants, terms and conditions of this Contract apply to and bind the parties and their legal heirs, representatives, successors and assigns.

23. **Entire Agreement.** This Contract constitutes the entire agreement between the parties and supersedes all other agreements or understandings between City and Contractor.

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


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

City of Goshen, Indiana

Goshen Board of Public Works and Safety

Colin Avila d/b/a Yardshark

Gina M. Leichthy, Mayor



Colin Avila, Owner

Date Signed: _____

Date Signed: 3-7-24

Goshen Redevelopment Commission

Becky Hutsell, Redevelopment Director

Date Signed: _____

EXHIBIT A
SPECIFICATIONS
FOR
CITY OF GOSHEN LAWN SERVICES

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

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

The Sample Contract contains the terms and conditions that will be part of the Contract with the City of Goshen. No agreement modifying these terms and conditions shall be binding unless made in writing and signed by both parties. The Contract will be finalized upon City’s acceptance of the Contractor’s cost proposal.

2. Initial Term; Renewal - The initial term of the Contract shall be for the 2024 mowing season with the option to renew the Contract for up to two (2) additional mowing seasons. The mowing season extends from approximately the first week of May through the approximately the last week of October.
3. Basis of Compensation - City shall pay Contractor for the performance of the Lawn Services based on an established cost for the specific Service Area. Compensation shall be based on:
 - a. Lump Sum Monthly Cost. Lawn Services at certain Service Areas shall be based on a lump sum cost for the entire calendar month. This cost shall also include fall clean-up except where not required for a specific Service Area.
 - b. Unit Cost for Each Mow and Unit Cost for Fall Clean-Up. Lawn Services at certain Service Areas shall be based on an established unit cost for each time the Service Area is mowed, and a unit cost for fall clean-up at the Service Area.
 - c. Cost Adjustment for Subsequent Mowing Season. If the parties elect to renew the Contract for a subsequent mowing season, an adjustment in the cost for Lawn Services to a Service Area will be permitted, but may not exceed the Contractor’s percentage increase as listed the Contractor’s cost proposal.
4. Contractor shall provide all labor, equipment, materials, tools, insurance, supervision, and all other items necessary to provide the Lawn Services to each Service Area in a timely and professional manner. Such Lawn Services include mowing turf areas, trimming, proper removal and disposal of trash and debris, including, but not limited to trash, sticks, branches and grass clippings, and fall leaf clean up services.

5. At the beginning of each season and before each mowing, Contractor shall collect, remove and properly dispose of weedy vegetation, trash and other debris from each Service Area.
6. Contractor shall regularly inspect each Service Area during the growing season which extends from approximately the first week of May through the approximately last week of October to determine when mowing is needed. The frequency of Lawn Services to be provided may vary depending on lawn treatments, irrigation, rainfall and/or drought.
7. Contractor shall mow a Service Area as needed so that grass does not exceed a height of five and one-half inches (5.5"). Contractor shall cut the turf area to a finished height of not less than two and one-half inches (2.5").
8. Contractor shall mow the entire Service Area, including the any turf area extending to a walkway, curb and/or the edge of pavement that is adjacent to the Service Area.
9. Contractor may leave grass clippings on the lawn as long as the mulched grass clippings are evenly dispersed and no visible clumps or rows remain after mowing the turf area. Contractor shall otherwise remove and properly dispose of grass clippings, if visible, after mowing the turf area.
10. Contractor shall also trim grass around fixed objects with each cutting to a height no greater than the surrounding turf area. This will include, but not be limited to, turf areas adjacent to objects such as trees, shrubs, landscaping areas, sign posts, light posts, buildings, fences, walkways, and pavement edges. Contractor shall use extreme care to prevent damage or injury to fixed objects.
11. Contractor shall mow and trim in such a manner as to keep grass clippings off vehicles and to avoid and/or minimize throwing grass clipping and trimmings on walkways, streets, parking areas, driveways, and landscaping areas. Contractor shall remove and properly dispose of all grass clippings and trimmings that may be thrown upon walkways, streets, parking areas, driveways and landscaping areas. Contractor shall NOT blow grass clippings, trimmings, trash or debris into the storm drains.
12. Contractor shall remove and properly dispose of all trash and debris at Contractor's expense. Contractor shall not dispose of trash and debris in City's solid waste containers.
13. All elements of the Lawn Services at a Service Area shall be completed the same day in which the Lawn Services are started. No partial mowing of a Service Area will be allowed unless the weather forces delay. If rain or wet turf conditions exist, Contractor shall finish the Lawn Services as soon as favorable conditions return. If the delay is longer than 24 hours, Contractor shall mow the entire Service Area again.
14. Contractor shall provide fall clean up services for each Service Area as needed which shall include collection and disposal of trash and woody debris, and the raking, blowing or otherwise preparing the fallen leaves for collection and disposal by the City's Street Department. The fall clean up shall take place in late October/early November after most of the leaves have fallen from the trees so that there will be minimal leaves on the grounds of the Service Area over the winter months. Fallen leaves shall be placed at a location near the street, but NOT IN THE STREET, to be collected by the Street Department during the leaf collection program. Contractor shall ensure that no trash, twigs or branches are in the leaves that are placed for collection by the Street Department.
15. Contractor shall perform the Lawn Services Monday through Saturday between the hours of 7:00 a.m. and 7:00 p.m. (local time). Contractor shall not perform Lawn Services on Sunday or on a holiday (i.e., Memorial Day, Independence Day, or Labor Day).

16. Contractor shall maintain all equipment in proper operating condition to provide a high-quality, clean, sharp cut to the turf area and minimize turf damage, the leaking of fluids, noise pollution and air pollution. Contractor shall not use or operate equipment which in any way pulls or rips grass or otherwise damages the turf area.
17. Contractor and Contractor's employees shall maintain a professional appearance while performing Lawn Services. The wearing of tank tops or halter tops shall not be permitted. Contractor and Contractor's employees conduct shall be professional and courteous at all times, and shall not use loud or profane language.
18. Contractor shall take all necessary precautions to avoid damaging any property during the performance of Lawn Services. Any damage caused to any property by Contractor shall be reported to the City immediately. Contractor shall repair or replace at Contractor's expense any property damaged while performing Lawn Services.
19. Addition, Removal of Suspension of Lawn Services to a Service Area - City reserves the right to add, remove or suspend Lawn Services to a Service Area. City shall give Contractor notice of the addition, removal or suspension of Services to a Service Area and the effective date of the change.
 - a. In the event that it is necessary to add Lawn Services to a new Service Area, City and Contractor shall negotiate a cost for Contractor to provide Lawn Services to the new Service Area which shall be based on either a lump sum monthly cost, including fall clean up if needed, or a unit cost for each mow and a unit cost for fall clean up. Any addition of a Service Area to the Contract shall be made in writing and signed by both parties.
 - b. In the event that it is necessary to remove or suspend Lawn Services to an existing Service Area and the removal or suspension results in the Contractor providing a partial month of Lawn Services to a Service Area that the compensation is based on a lump sum monthly cost rather than a unit cost for each mow, the compensation shall be prorated based on the portion of the calendar month in which Lawn Services were provided.

SERVICE AREA 1

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



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

SERVICE AREA 2

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



1. Basis of compensation is a lump sum monthly cost, including fall clean up.
2. Send invoice to **Engineering Department** for this Service Area.

SERVICE AREA 3

Goshen Police Training Facility at 713 East Lincoln Avenue



1. Basis of compensation is a lump sum monthly cost, including fall clean up.
2. Send invoice to **Police Department** for this Service Area.

SERVICE AREA 4

Northeast Corner of East Lincoln Avenue and Olive Street



1. The City will be reconstructing East Lincoln Avenue in 2024, therefore, this Service Area may be affected and/or Services may only be required for part of the 2024 mowing season.
2. Basis of compensation is a lump sum monthly cost, including fall clean up.
3. Send invoice to **Engineering Department** for this Service Area.

SERVICE AREA 5

East Lincoln Avenue Stormwater Basin



1. Contractor shall mow the turf areas to the north and west of the stormwater basin as needed.
2. Contractor shall mow the turf area around the top of the stormwater basin as needed.
3. Contractor shall NOT mow the bottom of the stormwater basin.
4. Contractor shall mow the interior side slopes, the east exterior side slope, west exterior side slope, and the south side of the stormwater basin to the ground level, mulch, and leave clippings in place to decompose over time either in late fall or late winter/early spring when the ground is hard enough to avoid creating ruts.
5. Basis of compensation is a lump sum monthly cost, including fall clean up.
6. Send invoice to **Engineering Department** for this Service Area.

SERVICE AREA 6

Northwest Corner of North Main Street and West Wilden Avenue and Northeast Corner of East Wilden Avenue and North Sixth Street



1. City is working to reestablish vegetation on the areas to the northwest of the corner of North Main Street and West Wilden Avenue and to the northeast of the corner of East Wilden Avenue and North Sixth Street. In 2024, Contractor shall mow the areas one (1) time each month to a minimum height of four inches (4"). However, as new grass is established, Contractor shall NOT mow where the average height of vegetation is less than four inches (4"). In addition, if the weather is overly dry and vegetation is dormant, Contractor shall not perform the monthly mowing, but shall monitor the vegetation for growth and mow when growing conditions resume.
2. Contractor shall not allow woody vegetation to become established and shall remove weedy growth from along any sidewalks, road edges, fencing, retaining walls, riprap, pipe outfall, and storm structures.
3. Basis of compensation is a lump sum monthly cost, including fall clean up.
4. Send invoice to **Engineering Department** for this Service Area.

SERVICE AREA 7

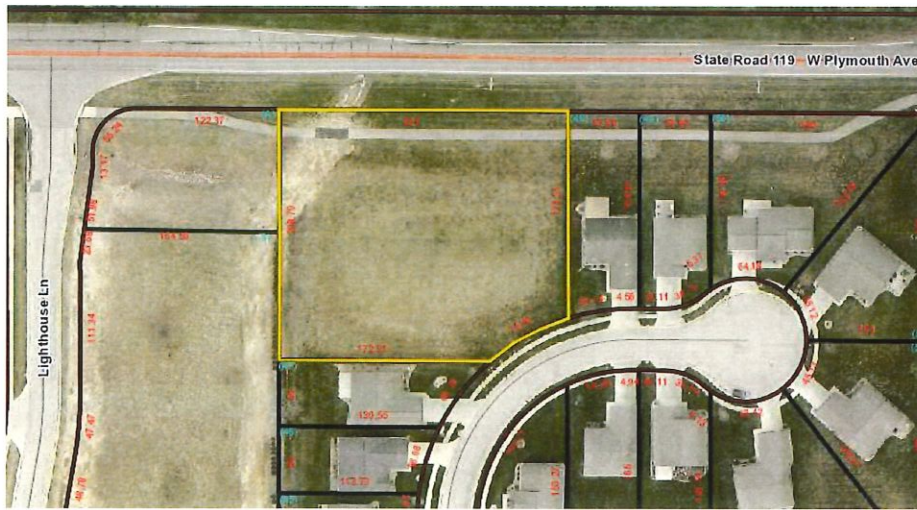
Southeast Corner of East Wilden Avenue and North Sixth Street



1. Basis of compensation is a lump sum monthly cost, including fall clean up.
2. Send invoice to **Engineering Department** for this Service Area.

SERVICE AREA 8

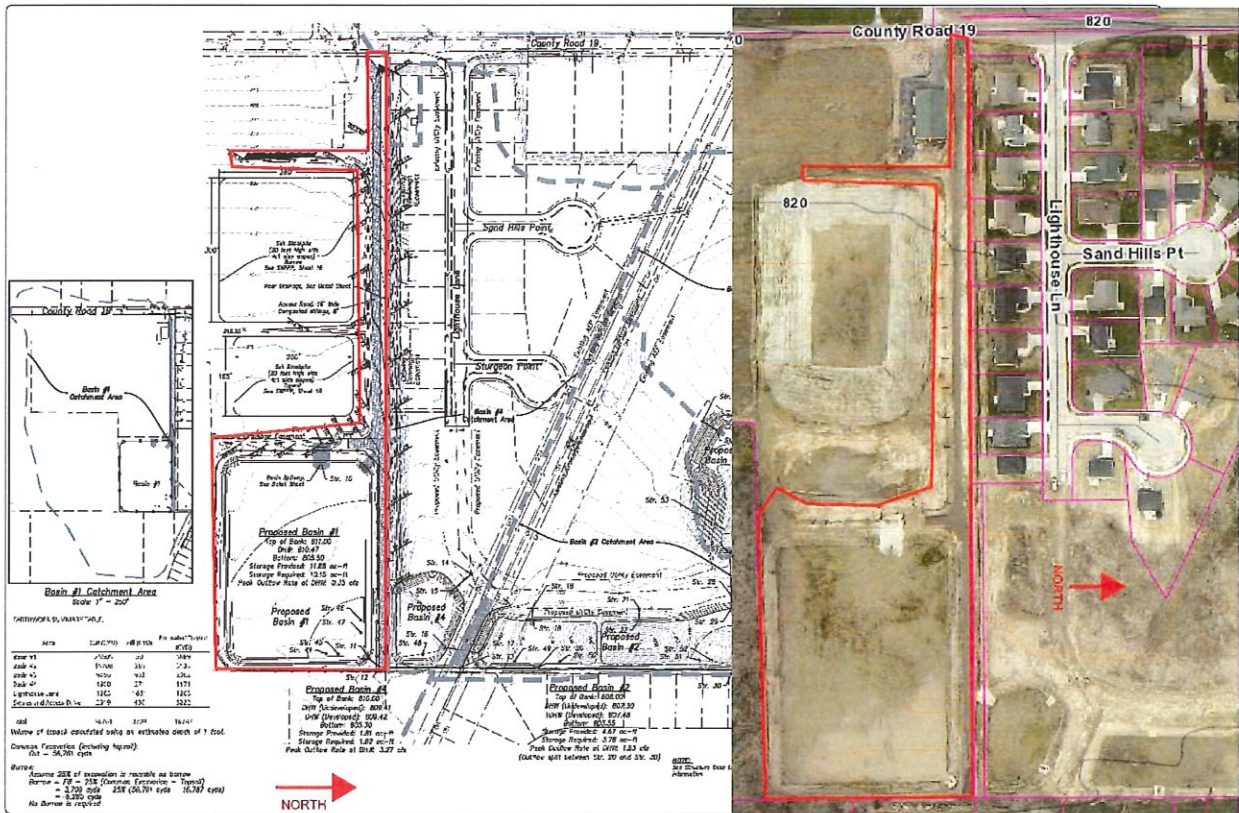
West Plymouth Avenue Stormwater Basin



1. Basis of compensation is a lump sum monthly cost, including fall clean up.
2. Send invoice to **Engineering Department** for this Service Area.

SERVICE AREA 9

County Road 19 Stormwater Basin and Access Drive (South of The Crossings Subdivision)



1. The areas to be mowed are the areas outlined in red, including along the access road (south of the fence by the drainage swale), the stormwater swales, and the stormwater detention basin. The soils in this area are heavy clay, so care is to be taken if the areas are wet.
2. Contractor shall not allow woody vegetation to become established and shall remove weedy growth from along any sidewalks, road edges, fencing, retaining walls, riprap, pipe outfall, and storm structures. Fencing extends along the south side of all the homes in The Crossing Subdivision and around the stormwater detention basin.
3. If vegetation is actively growing, Contractor shall mow the Service Area according to the Contract except for the vegetation on the banks and bottom of the stormwater detention basin. The banks and bottom of the stormwater detention basin shall be mowed as needed, but not less than two (2) times per year, to a minimum height of four inches (4") and all woody vegetation is to be removed. The bottom of the basin is NOT to be mowed if wet and shall be mowed when the bottom is dry enough not to create ruts.
4. No fall clean-up required at this location.
5. Basis of compensation is a unit cost for each mow.
6. Send invoice to **Engineering Department** for this Service Area.

SERVICE AREA 10

East Kercher Road Stormwater Basin



1. Contractor shall mow the turf area surrounding the stormwater basin as needed. Basis of compensation is a lump sum monthly cost, including fall clean up, for this Service.
2. Contractor shall mow the side slopes and bottom of the stormwater basin as needed. Basis of compensation is a unit cost for each mow for this Service.
3. Send invoice to **Engineering Department** for this Service Area.

SERVICE AREA 11

South Side of East Kercher Road at Pine Manor Avenue



1. Basis of compensation is a lump sum monthly cost, including fall clean up.
2. Send invoice to **Engineering Department** for this Service Area.

SERVICE AREA 12

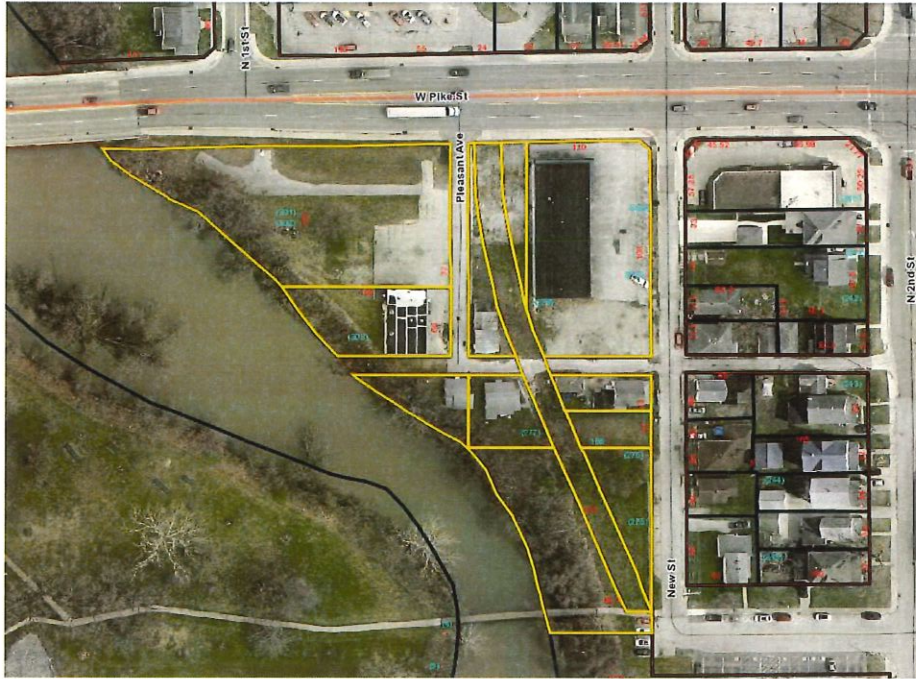
600-700 Blocks of East Lincoln Avenue



1. Basis of compensation is a lump sum monthly cost, including fall clean up.
2. Send invoice to **Redevelopment Department** for this Service Area.

SERVICE AREA 13

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



1. All buildings have been demolished at this location.
2. Basis of compensation is a lump sum monthly cost, including fall clean up.
3. Send invoice to **Redevelopment Department** for this Service Area.

SERVICE AREA 14

210 West Washington Street



1. Basis of compensation is a lump sum monthly cost, including fall clean up.
2. Send invoice to **Redevelopment Department** for this Service Area.

SERVICE AREA 15

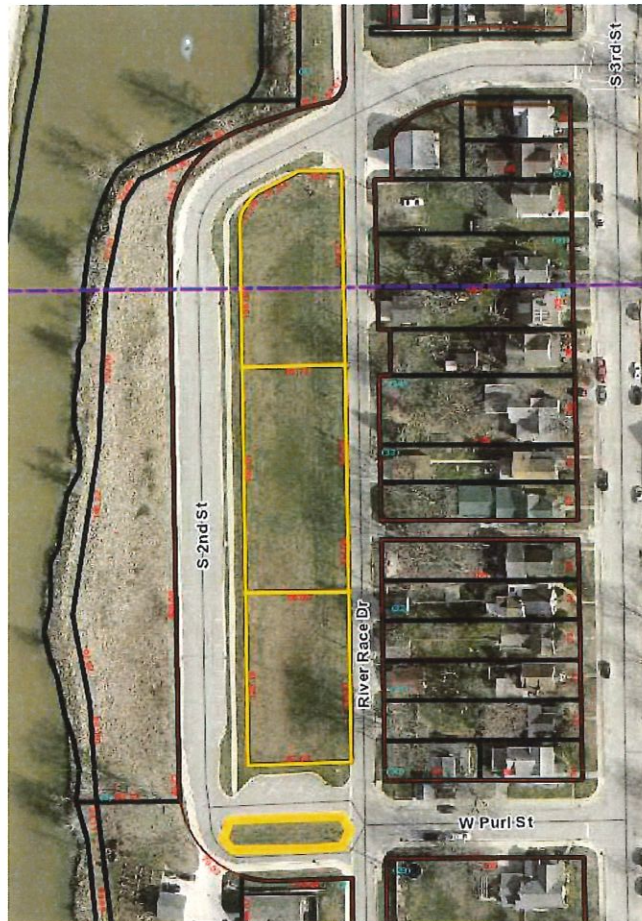
200-Block of South Third Street



1. City will be selling this real estate, so Services may only be required for part of the 2024 mowing season.
2. Basis of compensation is a lump sum monthly cost, including fall clean up.
3. Send invoice to **Redevelopment Department** for this Service Area.

SERVICE AREA 16

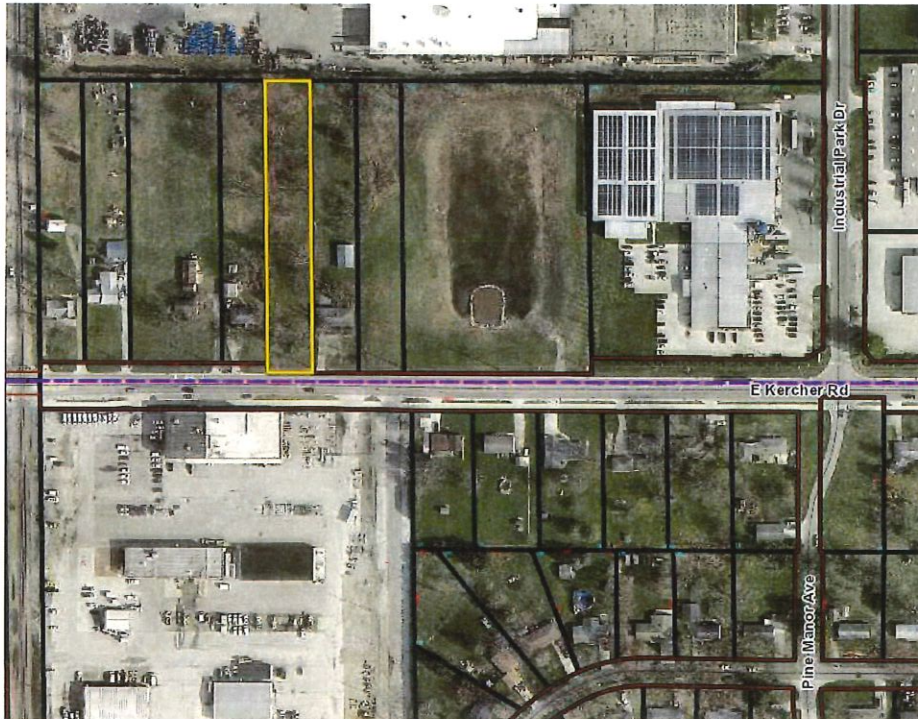
River Race Drive/South Second Street,
including south Island



1. City will be selling this real estate, so Services may only be required for part of the 2024 mowing season.
2. Basis of compensation is a lump sum monthly cost, including fall clean up.
3. Send invoice to **Redevelopment Department** for this Service Area.

SERVICE AREA 17

305 East Kercher Road



1. Basis of compensation is a lump sum monthly cost, including fall clean up.
2. Send invoice to **Redevelopment Department** for this Service Area.

SERVICE AREA 18

65719 State Road 15



1. City will be selling this real estate, so Services may only be required for part of the 2024 mowing season.
2. Basis of compensation is a lump sum monthly cost, including fall clean up.
3. Send invoice to **Redevelopment Department** for this Service Area.

**EXHIBIT B
Contractor's Cost Proposal**

Contractor Name: Colin Avila + Yardshark

	Service Area/Invoicing	Basis/Unit	2024 Unit Cost
1 ENG	Third Street/Madison Street from Pike Street south to Main Street, including Parking Areas (Includes Weed Control)	Lump Sum Monthly Cost	1084
2 ENG	City Hall at 202 South Fifth Street, Utilities Billing Office at 203 South Fifth Street, City Annex Building at 204 East Jefferson Street, and Goshen Police & Court Building at 111 East Jefferson Street	Lump Sum Monthly Cost	690
3 POL	Goshen Police Training Facility at 713 East Lincoln Avenue	Lump Sum Monthly Cost	125
4 ENG	Northeast Corner of East Lincoln Avenue and Olive Street	Lump Sum Monthly Cost	100
5 ENG	East Lincoln Avenue Stormwater Basin	Lump Sum Monthly Cost	260
6 ENG	Northwest Corner of North Main Street and West Wilden Avenue and Northeast Corner of East Wilden Avenue and North Sixth Street	Lump Sum Monthly Cost	85
7 ENG	Southeast Corner of East Wilden Avenue and North Sixth Street	Lump Sum Monthly Cost	167
8 ENG	West Plymouth Avenue Stormwater Basin	Lump Sum Monthly Cost	175
9 ENG	County Road 19 Stormwater Basin and Access Drive	Unit Cost for Each Mow	50
10 ENG	East Kercher Road Stormwater Basin (Turf Surrounding Basin)	Lump Sum Monthly Cost	240
10 ENG	East Kercher Road Stormwater Basin (Side Slopes and Bottom of Basin)	Unit Cost for Each Mow	250
11 ENG	South Side of East Kercher Road at Pine Manor Avenue	Lump Sum Monthly Cost	100

**EXHIBIT B
Contractor's Cost Proposal**

Contractor Name: Colin Avila yardshark

Service Area/Invoicing		Basis/Unit	2024 Unit Cost
12 RDV	600-700 Blocks of East Lincoln Avenue	Lump Sum Monthly Cost	333
13 RDV	400-Block West Pike Street /200-Block New Street	Lump Sum Monthly Cost	250
14 RDV	210 West Washington Street	Lump Sum Monthly Cost	75
15 RDV	200-Block of South Third Street	Lump Sum Monthly Cost	250
16 RDV	River Race Drive/South Second Street, including south Island	Lump Sum Monthly Cost	125
17 RDV	305 East Kercher Road	Lump Sum Monthly Cost	100
18 RDV	65719 State Road 15	Lump Sum Monthly Cost	160
Cost Adjustment for Subsequent Mowing Seasons - Maximum percentage increase in Service Area Unit Cost if renew Contract in subsequent year(s):			2%

RESOLUTION 06-2024

**Approval and Authorization to Issue Request for Proposals and
Qualifications for New South Fire Station**

WHEREAS, the New South Fire Station Study was completed in 2022, which included a conceptual design for the project;

WHEREAS, the Goshen Redevelopment Commission previously approved a request to issue Request for Proposals for full design on June 14, 2022, pursuant to Resolution 33-2022;

WHEREAS, the Goshen Redevelopment Department has determined that the Design, Build, Operate and Transfer process under I.C. § 5-23 *et seq.*, permitting a Public-Private Partnership, would be more beneficial for this project than a traditional Request for Proposals;

NOW, THEREFORE, BE IT RESOLVED that the Goshen Redevelopment Commission approves the request to issue Request for Proposals and Qualifications pursuant to I.C. § 5-23 *et seq.* for a Public-Private Partnership for the design, build, and transfer of the New Goshen South Fire Station.

PASSED AND ADOPTED on March 12, 2024.

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: Permission to Issue a Request for Proposals and Qualifications to Design, Build, Operate and Transfer the Goshen New South Fire Station through a Public-Private Partnership Agreement

DATE: March 12, 2024

The Redevelopment Commission granted approval in 2022 to proceed with a Request for Proposals for Design of the New South Fire Station. Since that time, staff has worked to fully evaluate instead using the Build/Operate/Transfer method for this project. Attached is a draft RFPQ document that details the process to move forward in this direction. The most significant advantages are that a team of designers and builders works together to develop the project and is able to provide a guaranteed maximum price prior to commencing construction, which provides protection for the City. While this process allows for the selected team to fund the overall project and transfer the facility to the City following completion, our intent would be to fund the project utilizing a bond, as previously discussed with the RDC.

We are requesting permission to issue the RFPQ on March 18th with an April 22nd deadline for proposals and the goal of having an agreement awarded in May. Between now and the 18th, staff will be meeting internally to review and make any minor modifications needed. We will be asking for two (2) Redevelopment Commission members to assist in review of proposals and interviews once proposals are received.

City of Goshen, Indiana

Request for Proposals and Qualifications to Design, Build, Operate, and Transfer the

Goshen New South Fire Station

Through a Public-Private Partnership Agreement

Issued: **March 18, 2024**

PSOQ Due Date: **April 22, 2024**

DRAFT

1. Executive Summary/Introduction

1.1. Overview of the Opportunity

The City of Goshen, Indiana (the “City”), in accordance with the provisions of I.C. § 5-23 *et seq.*, is pleased to present this Request for Proposal and Qualifications (“RFPQ”) to prospective entities or groups of entities (the “Offerors”) interesting in submitting proposals and statements of qualifications (“PSOQ”) to design, develop, build, operate, and/or maintain the New South Fire Station as more particularly described herein (the “Project”) pursuant to a public-private partnership agreement (“PPA”) with a selected Offeror (the “Developer”).

Sealed Proposals in response to the City’s RFPQ shall be received by the City at the Goshen’s Clerk-Treasurer Office in City Hall, 202 South 5th Street, Goshen, Indiana 46528, until 10:00 a.m. on April 22, 2024. Any PSOQ received after the designated time will be returned unopened. The proposals will be opened and read by the Project Selection Committee (the “Committee”) at their meeting on April 22, 2024, which meeting time and location will be separately noticed. The PSOQ should be clearly marked “RFPQ Goshen New South Fire Station” on the outside of the envelope.

Provide five (5) hard copies of your proposal and three (3) copies on portable USB drives. Any confidential information included in the PSOQ shall be labeled “CONFIDENTIAL” and shall be submitted on a separate drive, also labeled “CONFIDENTIAL”.

Throughout the term of the PPA, the City will own the land and will grant the Developer a construction easement for the purpose of constructing the Project. The City will work with the Developer to identify suitable locations for a construction office, constructing staging, and parking during construction.

Any professional services and consultants required to build, operate, and maintain a project of this magnitude, including but not limited to civil, structural, and MEPT engineering, AV/IT, security, procurement, etc., shall be selected and engaged by the Offeror, unless assigned by the City.

1.2. Project Description

The project involves the development, construction, procurement of FFE (furniture, fixtures, and equipment), operation, and maintenance of a new fire station with parking. The New South Fire Station consists of construction and operation of a new fire station facility including the following:

- Site preparation at the City’s approximate 8 acres undeveloped site on County Road 40 north of the Goshen Municipal Airport.
- Construction of a fire station building measuring approximately 13,700 square feet to include three bays and six bunks, a kitchen and dining area, a conference room, exercise room, and bathroom and shower facilities.

- Paved parking area and all necessary utility and site improvements to support the facility.
- Other improvements generally consistent with the Goshen Fire Station Study, which is attached to this RFPQ as Attachment A.

Site development includes any and all site development required for the development of this Project, including but not limited to on-site new utilities and reconfiguration of existing utilities, hardscape/landscape, road and traffic control improvements (on and adjacent to the site), parking modifications, overall site security upgrades, and utility improvements from the property boundary to support the Project.

This is an initial RFPQ and the City reserves the right to amend, alter, or expand the scope of the RFPQ with the issuance of addenda at any time. Such addenda shall be made available to all offerors at the time of revision.

1.3. Project Site

The site for the Goshen South Fire Station is located on an 8.14 acre site located on the south side of County Road 40 in Goshen, generally identified as 17120 County Road 40, Goshen, Indiana 46526 and having Tax Parcel No. 20-11-35-200-019.000-014. The real estate is subject to life lease for two (2) of the existing buildings on the real estate. It is not anticipated that the life lease will impact design, construction, or use of the real estate for the project.

1.4. Project Budget

Offerors shall submit their proposals for funding the Project. The Project will be funded by the City. The City has budgeted an approximate \$7,000,000 for the costs associated with the construction, furniture, fixtures, equipment, operation, and maintenance of this Project. The City anticipates utilizing separate budgets and different combinations of funding. Such combinations may include bond anticipation notes, bonds and/or general fund reserves, TIF revenues, or any other designated funds to pay Developer in accordance with the terms of the PPA Agreement. Project budget adjustments may be considered if return on investment, economic impact, related analysis, and alignment with partner priorities indicate that a budget adjustment would be warranted and in the long term interests of the community. Such budget adjustments will be considered during the evaluation and scoping processes set forth in this RFPQ.

1.5. Project Schedule

A Procurement and Project Timeline has been included in Section 2.2 of this RFPQ document. The Offeror's ability to meet the Project completion date is critical, due to the City's financing requirements. The Offeror shall review this Procurement and Project Timeline and respond with any proposed changes, as part of its PSOQ. It is critical to the success of the Project that the Offeror allow sufficient time for negotiations, development of a PPA, and approval of the budget by the Goshen Common Council, the Board of Public Works and Safety, and the Goshen Redevelopment Commission, prior to the commencement of construction.

1.6. Procurement Method

It is anticipated that the Developer will develop, assist in design, construct, procure FFE, operate, and maintain the Project in return for periodic payments, which payments are likely to include significant milestone payments made by the City during the construction process. While Developer may recommend design changes in its proposal, any design changes will be subject to approval by the City. Offeror and City shall negotiate a milestone payment schedule, which will be incorporated into the PPA.

1.7. Project Goals

Goals for this project include:

- Provide a high quality, resilient, and efficiently maintainable Fire Station;
- Construct Fire Station;
- Providing building and site security;
- Achieve facility operational savings through selection and commissioning of efficient building systems;
- Achieve operation efficiency through efficient planning of space; and
- Achieve best value in the construction, furnishing, operation, and maintenance of the facility, taking into account the long-term cost impacts of design, construction, and equipment.

1.8. Procuring Agency

City, by and through its Board of Public Works and Safety and/or Common Council, will be the procuring agency for the Project. The City's Redevelopment Commission will also participate in the procurement.

1.9. Key Stakeholders

The Project will be led by the City of Goshen Board of Public Works and Safety with the City's _____ providing Owner's Representative services. The City of Goshen Fire Department will be the primary stakeholders for this Project.

1.10. Bonding Capacity

The successful Offeror will be required to provide payment and performance bonds. For a payment bond, an amount not less than one hundred percent (100%) of the cost to design and construct the public facility (i.e., the Project). For a performance bond, an amount not less than 50% of the cost to design and construct the public facility (i.e., the Project). Bonds will not be required to be available until construction on the Project commences. Bonding capacity may be provided by any member of the Offeror's team.

2. Procurement Process

Pursuant to Indiana Code § 5-23 *et seq.*, the City is authorized to solicit requests for proposals, to conduct discussions with Offerors to clarify their proposals, to have eligible Offerors revise their proposals and to negotiate best and final offers with responsible Offerors who submit proposals that the City determines to be reasonably susceptible of being selected for award of the PPA.

Pursuant to this authority and in accordance with the process described in this RFPQ, the City intends to select a Developer and/or Developer Team to enter into a PPA with the City. The selection of the Developer and/or Developer Team will be based on the City's evaluation of the factors and criteria described within this RFPQ.

Following submission of the PSOQs, the City reserves the right to conduct discussions with one or more of the Offerors to clarify their PSOQs and to understand and evaluate them in accordance with the process set forth herein.

The City will evaluate the original PSOQs or, if applicable, Revised Proposals, based on the criteria described in the RFPQ.

The City intends to negotiate with and award a professional services agreement with one of the Offerors (the "Scoping Agreement") for the purpose of further defining the scope, performing design services, performing engineering and/or architect services, programming, and total cost of the Project which will include a Guaranteed Maximum Price (GMP), (the "Scoping Period"). Upon completion of the deliverables within the Scoping Agreement, the City intends to enter into a PPA that includes the GMP. If the selected Offeror is unable to present an acceptable proposal for: (a) the design; and (b) the establishing of a GMP for the Project (the "GMP Proposal"), the City reserves the right to terminate the Scoping Agreement at any time pursuant to its terms and enter into negotiations with another Short-Listed Offeror.

Questions regarding this RFPQ must be submitted in writing via email to the City's Designated Representative, _____ . The City may, in its sole discretion, respond to submitted questions. All responses to submitted questions will be made available in written format to the Offerors via email upon an Offerors request for the same.

Offerors shall not contact, communicate with, or discuss any matter relating to this RFP during the procurement process with any elected official of the City, members of the Evaluation Committee or their advisors, other than the person noted above. No oral interpretation or clarification will be made to any Offeror as to the meaning of the RFP or other information furnished by the City with this RFP. Any such communication initiated by an Offeror shall be grounds for disqualifying the Offeror from consideration of this Project award.

2.1. City's Reserved Rights

The City reserves, at all times in connection with this procurement, all rights available to it under the Act and applicable law, including without limitation, with or without cause and with or without notice, the right to the following: (1) terminate this RFPQ in whole or in part prior to the execution of the PPA Agreement; (2) issue a subsequent RFPQ after the withdrawal of this

RFPQ for the Project or any part of the Project; (3) reject any and all PSOQs; (4) terminate, suspend, or elect not to proceed in negotiations with Offeror(s) at any time; and (5) waive any deficiencies, nonconformities, irregularities, and/or apparent clerical mistakes in an PSOQ, all in accordance with the Act. The City also reserves the right to issue written addend to this RFPQ at any time before the deadline for submission of PSOQ and will post any Addenda on the City’s official website. Any Addenda shall constitute a part of this RFPQ and all PSOQs shall be prepared with full consideration of the Addenda. Each Offeror is solely responsible to ensure that is has all Addenda issued by the City. Offerors should monitor the City’s official website for information concerning this procurement. The issuance of this RFPQ does not commit or bind the City to enter into a contract or to proceed with the procurement process. Unless otherwise stated herein, the City assumes no obligations, responsibilities, or liabilities to reimburse all or part of the costs incurred by parties responding to this RFPQ, which shall be borne solely and exclusively by each Offeror.

2.2. Anticipated Procurement Schedule

RFPQ Issued	March 18, 2024
Deadline for Questions regarding the RFPQ	April 1, 2024
Deadline for City’s Responses to Questions	April 8, 2024
PSOQ Due	April 22, 2024
Negotiation with Responsible Offerors	April 23, 2024 – May 6, 2024
Evaluation Committee Makes Recommendation of Offeror as its Developer for the Project and Schedules Public Hearing	1st Board Meeting following Agreed Upon PPA that meets all applicable notice requirements (currently anticipated to be no later than May 23, 2024)
Award and Execution of Scoping Agreement	May 23, 2024

This schedule is subject to modification at the discretion of the City. Offerors will be notified of any change in schedule for the RFPQ by addendum to this RFPQ.

2.3. Proposal Contents and Requirements

Each Offeror shall submit its PSOQ in accordance with the above submission format and timing requirements, and submit its Proposal in accordance with the following content requirements:

2.3.1. Cover Letter

The PSOQ should be accompanied by a cover letter that clearly designates the Offeror’s preferred contact person and office in charge (name, phone number, email address) for all correspondence through the RFPQ process.

2.3.2. Project Approach to GMP

The City intends to establish a GMP for this Project at the end of the Scoping Period and prior execution of the PPA. The Offeror shall present an Execution Plan within the PSOQ, including the team's approach and timing for establishing a GMP for each of the Events Center Project and the Parking Garage Project. The Offeror shall include its proposed strategy, if any, for shared cost savings, with a narrative describing how such a strategy will provide the City with the lowest total borrowing amount and GMP. The GMP and GMP Proposal will be included in the eventual PPA.

2.3.3. Project Schedule

A milestone design and construction schedule for the Scoping Period of the Project shall be included with the PSOQ and will be attached to the Scoping Agreement, including a narrative describing how such schedule shall be developed with the City to meet its scheduling objectives.

2.3.4. Project Experience with Public Private Agreement and GMP

List a minimum of three (3), but no more than five (5) projects led by Offeror that are most representative of Offeror's performance in the delivery of a public private partnership. The total number of projects submitted by an Offeror shall not exceed five (5) reference projects in the aggregate for all team members. The following details should be provided with each project: Project Name and Location; Owner; Designer; Project Type; and Project Size.

The City is willing to consider proposals that take innovative approaches to: (a) energy efficiency and usage; (b) long-term operation, maintenance, and lifecycle replacement of the Project; or (c) other strategies that would improve quality while reducing total Project cost. Offerors should include any information related to the operation, maintenance (short and long-term), warranties, or replacement of all or portion of the Project within its PSOQ response.

2.3.5. Qualifications

Include in the main narrative of the Proposal a description of the Offeror team's qualifications to perform and complete all of their portion of the services, in accordance with the requirements of the RFPQ and clearly state which portion of the services are being performed by each Offeror team member. Provide three (3) references from past projects, including project name and contact information of the owner or owner's representative.

Provide a statement of the Offeror's financial capacity relative to the scope of the Project. State whether the Offeror or any of its team members, officers, principals, shareholders, or significant investors have filed bankruptcy, voluntarily or involuntarily, or has defaulted on a loan or other financial obligation in the past ten (10) years.

List any lawsuits filed against the Offeror or its affiliates in the last five (5) years, and the current status of the lawsuit or resolution. Describe any pending or contemplated litigation or conflicts of interest which are material to the Offeror's business, financial condition, or qualifications for the Project.

Identify any current projects and status of those projects that may compete with the Project.

2.3.6. Non-Collusion Affidavit

Each Offeror must certify that it has not participated in collusion or other anticompetitive practices in connection with the RFPQ process by executing and returning with its Proposal the Non-Collusion Affidavit in the form of Attachment B.

2.3.7. Interviews

The City intends to conduct interviews with Offerors and the Offeror's team. The PSOQ shall include availability for interviews and the proposed representatives of the team that will sit for such interviews. The PSOQ shall also include whether interviews will need to be coordinated in person or over remote means or mixture of both.

2.3.8. Main Narrative

The PSOQ shall include, at a minimum, within the main narrative, the following sections:

- Identification of the team proposed by the Offeror to design, develop, construct, operate, and maintain the New South Fire Station.
- Understanding of services to be performed: The Offeror shall specifically describe its understanding and approach to the requirements of the services to be performed and deliverables required. The Offeror's main narrative shall explain its proposed methodology for fulfilling the requirements for the term of the PPA.
- Execution Plan: The Offeror shall provide a detailed plan (the "Execution Plan") which shall outline the Offeror's approach to collaboration with stakeholders, management of milestone Owner approval, maintenance and communication of Project schedule and budget status, and document and information management. The Execution Plan should also include the Offeror's approach for overcoming any challenges and problems and mitigating risks in order to avoid problems.

2.4. Proposal Evaluations

2.4.1. Evaluation Committee

The successful Offeror will be determined by the Board of Works. The Evaluation Committee shall provide their recommendation to the Board of Works for final approval. The Evaluation Committee will consist of the following individuals:

- Gina M. Leichty – Mayor (voting member)
- Mark Brinson – Deputy Mayor (voting member)
- Dan Sink – Chief, Goshen Fire Department (voting member)
- Anthony Powell – Assistant Chief, Goshen Fire Department (voting member)

- Becky Hustell – Redevelopment Director (voting member)
- Mike Landis – Member of Board of Works (voting member)
- Brett Weddell – Common Council President (voting member)
- Don Shuler – Assistant City Attorney (non-voting/advisory member)

The Evaluation Committee reserves the right to meet and confer with one another and the City's advisors for the Project as part of its evaluation process.

2.4.2. Evaluation Methodology

The City's decision to enter into a PPA with an Offeror will be made on the basis of the best qualified Offeror's qualifications, Project Approach, and ability to deliver the City with the best value over the life of the Project. The City reserves the right to reject all offers and shall make a decision it believes is in the best interest of the City's residents. The City reserves the right to assemble a team from the proposals received. If an Offeror does submit a proposal as a team, the City reserves the right, and has the sole discretion, to amend the Offeror's team if it is believed to be reasonably necessary by the City. Price will be a component but not the only component considered by the City. The City will weigh the ability to deliver the best value over the life of the Project as the primary component. The proposal does not need to be accompanied with a certified check, but final selections are subject to the financial responsibility and bonding components laid out in this RFPQ. The Evaluation Committee will be having discussions with offerors for the purpose of clarification to assure full understanding of and responsiveness of the solicitation requirements and to engage in negotiations as permitted by Indiana Code.

2.4.3. Acceptance of Proposal

Award of a PPA will be made to the qualified Offeror whose overall PSOQ, in the City's judgment, best meets the content and other factors of the RFPQ. All Offerors are encouraged to include their most favorable terms and as much information as possible in their PSOQ.

The successful Offeror shall execute a Scoping Agreement with the City as set forth in the RFPQ and without exception, and in such number of counterparts as the City may request. During and upon completion of the services to be performed in the Scoping Agreement, the parties shall negotiate the PPA, including the final GMP for the Project.

The failure of the successful Offeror to execute the PPA and to supply the required bonds when the PPA is presented for signature, or within such extended period as the City may grant, based upon reasons determined adequate by the City, shall constitute a default, and the City may either award the PPA to the next highest evaluated Offeror or re-procure for Proposals.

2.4.4. Communication

From the date of issuance of this RFPQ until an Offeror is selected by City, the following rules of contact shall apply. These rules are designed to promote a fair and unbiased procurement process. Contact includes face-to-face, telephone, facsimile, electronic-mail (email), other electronic means or formal written communication. The specific rules of contact are as follows:

2.4.4.1. Each Offeror shall designate one representative responsible for contacts with City and shall correspond with City regarding the RFPQ only through City's Representative.

2.4.4.2. No Offeror or representative thereof through either of their respective employees, agents, or representatives shall have any *ex parte* communications regarding the RFPQ with the Members of the Board of Works, any member of the City Council, or with any City staff involved with the procurements, except for communications expressly permitted by the RFPQ (including with members of the Evaluation Committee that are authorized to the extent appropriate and necessary to evaluate proposals and/or negotiate revisions) or except as approved in advance by City. The foregoing restriction shall not, however, preclude or restrict communications with regard to matters unrelated to the RFPQ or participation in public meetings. Any Offeror engaging in such prohibited communications may be disqualified at the sole discretion of the City.

2.4.4.3. No Offeror may prohibit subcontractors that are shared between two or more Offeror teams from communicating with their respective team members.

3. Developer Responsibilities

3.1. Environmental

It will be the Developer's responsibility to advance, obtain, and maintain any additional environmental reports and undertake any necessary remediation of environmental issues, which they may deem necessary. The City is not aware of any environmental issues on the site at this time.

3.2. Permitting

It will be the Developer's responsibility to advance, obtain, and maintain all required permits for the Project.

3.3. Geotechnical

The City will make results of any geotechnical investigations available to all Offerors. The Developer may, at its option, choose to pursue additional geotechnical investigation in connection with the Project during the Scoping Period. The City retain responsibility for any site conditions that differ from the geotechnical investigations made available to Offerors, if any.

3.4. Utilities

It will be the Developer's responsibility to coordinate all utility services to the Project sites, with the assistance of the City provided as necessary. If off-site infrastructure is anticipated,

proposals for the City's requested financial assistance, if any, in delivering such infrastructure should be spelled out in the PSOQ.

3.5. Design

Developer will be responsible for all aspects of the design of the Project. All drawings and building information models shall be made available to the City. All requests for deviations shall be included in the PSOQ documentation.

3.6. Construction

Developer will be responsible for construction and commissioning of the Project.

3.7. FFE Procurement and Installation

Developer will be responsible for selection, procurement, delivery, coordination, and installation of all furniture, fixtures, and equipment for the Project. This will include all IT, A/V, security, signage, and specialty equipment, unless otherwise noted. The FFE will be defined through the Scoping Agreement and evaluation processes.

3.8. Lifecycle Maintenance

Developer will be responsible during the Operating Period (as hereinafter defined) for lifecycle maintenance, repairs, and capital replacement necessary to sustain the Project. All costs associated with such lifecycle maintenance, repairs, and capital replacement shall be paid per the terms of the PPA.

3.9. Handback

Developer will be responsible for ensuring that the Project is returned to the City following the completion of the term of the PPA in the condition specified.

3.10. Operations and Maintenance; Warranties

Developer will be responsible for performing operations and maintenance for the Project for a minimum of thirty (30) days beyond the date of handback (the "Operating Period"), subject to further agreement of the parties during the process of developing the PPA. Developer's designer-builder will also be required to provide a warranty of the design and construction work for a period of at least one (1) year after handback. Parent guarantees and warranty bonds from the designer-builder may be required to support the designer-builder's obligations with respect to such warranties and work relating to such portions.

Developer's responsibility for performing operations and maintenance during the Operating Period shall be subject to the terms and conditions of the PPA, which shall include, but not be limited to, the following: (a) the City shall have the sole right to direct the work to be performed during the Operating Period; and (b) all work performed during the Operating Period

shall be included within the GMP, unless otherwise subject to applicable warranties or otherwise negotiated by the parties.

DRAFT

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 **February 13, 2024 through March 6, 2024** and finds that entries are allowed in the total amount of **\$1,844,915.04**

APPROVED on March 13, 2024

Brian Garber, President

Brianne Brenneman, Secretary

GOSHEN REDEVELOPMENT COMMISSION

Expenditure Report - by Budget Line and Payee

Claims from 02/13/2024 through 03/06/2024

406-560-00-429.0002		RDV NON-RVRT OP/Other Supplies	
2/26/2024	Amazon Capital Services		\$51.35
Line Total for Period:			\$51.35
406-560-00-433.0000		RDV NON-RVRT OP/Printing & Advertising	
2/19/2024	Community Business Equipment (04491)		\$49.19
Line Total for Period:			\$49.19
406-560-00-435.0101		RDV NON-RVRT OP/Electric	
3/5/2024	NIPSCO (00014)		\$35.19
3/5/2024	NIPSCO (00014)		\$78.06
3/6/2024	NIPSCO (00014)		\$135.22
3/6/2024	NIPSCO (00014)		\$19.75
Line Total for Period:			\$268.22
406-560-00-435.0201		RDV NON-RVRT OP/Gas	
3/6/2024	NIPSCO (00014)		\$125.02
3/6/2024	NIPSCO (00014)		\$22.36
Line Total for Period:			\$147.38
406-560-00-436.0100		RDV NON-RVRT OP/Repairs & Maintenance	
3/5/2024	Menards - Goshen Store # 3096 (01046)		\$61.56
Line Total for Period:			\$61.56
406-560-00-439.0301		RDV NON-RVRT OP/Subscriptions & Dues	
2/16/2024	CNA Surety		\$75.00
Line Total for Period:			\$75.00
473-560-00-431.0200		SOUTHEAST TIF/Salary Reimbursement	
3/5/2024	American Structurepoint, Inc. (03093)		\$1,267.50
Line Total for Period:			\$1,267.50

473-560-00-431.0502		SOUTHEAST TIF/Contractual Services	
3/5/2024	American Structurepoint, Inc. (03093)		\$16,409.00
3/5/2024	American Structurepoint, Inc. (03093)		\$12,998.70
3/5/2024	Jones Petrie Rafinski Corp. (00463)		\$12,761.95
3/6/2024	Warrick & Boyn, LLP		\$1,282.50
Line Total for Period:			\$43,452.15
473-560-00-441.0000		SOUTHEAST TIF/Property Acquisition	
2/13/2024	Lizzie A. Miller (13231)		\$23,350.00
3/1/2024	Forest River (04813)		\$53,860.00
3/1/2024	Goshen IN Property Holdings, LLC (13246)		\$6,500.00
Line Total for Period:			\$83,710.00
473-560-00-442.0000		SOUTHEAST TIF/Capital Projects	
3/5/2024	Abonmarche (05859)		\$40,000.00
3/5/2024	Goshen Community Schools (00693)		\$97,038.80
Line Total for Period:			\$137,038.80
480-560-00-431.0502		RR/US 33 TIF/Contractual Services	
3/5/2024	American Structurepoint, Inc. (03093)		\$441.71
3/5/2024	Beam Longest Neff - BLN (12772)		\$18,563.04
Line Total for Period:			\$19,004.75
480-560-00-439.0930		RR/US 33 TIF/Other Services & Charges	
2/26/2024	City of Goshen Utilities		\$98.60
3/5/2024	Barkes, Kolbus, Rife & Shuler, LLP (00311)		\$106.82
Line Total for Period:			\$205.42
480-560-00-442.0000		RR/US33 TIF/Capital Projects	
3/6/2024	Elkhart County Landfill (00587)		\$13,373.35
3/6/2024	Niblock Excavating, Inc. (00653)		\$369,175.92
Line Total for Period:			\$382,549.27
482-560-00-442.0001		Capital Projects - East College	
2/13/2024	Niblock Excavating, Inc. (00653)		\$676,803.75
2/26/2024	HRP Construction		\$151,841.95
2/26/2024	Niblock Excavating, Inc. (00653)		\$348,388.75
Line Total for Period:			\$1,177,034.45

Total Expenditures for Period: \$1,844,915.04



March 2024 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. (Completed)
 - 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. (NS does not want to install gates at this crossing. The City has made a special request for quad-gates, and NS is requesting addition information. Goshen Engineering proposes we retain the services of American StructurePoint
 - 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".

An agreement is in place with American Structurepoint to serve as the City's agent. A site meeting was completed on November 2nd with Federal Railroad, Norfolk Southern, American Structurepoint and staff to assess each crossing within this corridor and the improvements as they relate to the quiet zone scoring. The application is complete, but we need an interlocal agreement with Elkhart County before they will sign the delegation letter needed for the CR 42 railroad crossing. As soon as the delegation letter is signed, the application will be submitted. We anticipate an 8-12 month approval timeline following submission.

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. Goshen Engineering has issued a right-of-way permit for the relocation, but has not received confirmation the utilities are clear. Design plans are being finalized and

bidding for this project is anticipated to occur in March 2024. Because of material lead times, it is anticipated this project will begin construction in 2024 and extend into 2025.

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

AP Development is proceeding with plans for 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 issuing the bonds for this project and anticipate that it will begin in the spring of 2024.

For the City's portion of the work that will be improving 10th & Douglas, Niblock has been hired as the contractor. Due to a project conflict with a natural gas line, the City is working with NIPSCO to perform a utility relocation. NIPSCO continues to actively relocate their gas main and anticipates being complete with their service tie-overs at the end of March 2024. Niblock continues to work within the Douglas Street right-of-way with the water main relocation work. In the next two week, Niblock anticipates starting the pipe work necessary for the underground stormwater management system.

PROJECT: 3rd & JEFFERSON REDEVELOPMENT LOT

PROJECT DESCRIPTION

The half block at 3rd & Jefferson is currently vacant and ready for development.

PROJECT UPDATE

The RDC received one (1) proposal for this property. AP Development, who is developing the former Western Rubber site, is also interested in constructing multi-family for this property. The Commission has approved staff negotiations with the developer and it is anticipated that a Development Agreement will be prepared over the next few months.

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 or 2023. If possible, we would like to proceed with the same scope of work in 2024.

PROJECT: MILLRACE TOWNHOME SITE

PROJECT DESCRIPTION

The one-acre lot, established as the Millrace Townhomes Subdivision, is currently vacant and ready for redevelopment.

PROJECT UPDATE

The RDC received two (2) proposals for this property and the Selection Committee recommended proceeding with the proposal from Viewrail for the Millrace Flats project. The Commission has approved staff negotiations with the developer and it is anticipated that a Development Agreement will be prepared over the next few months.

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 has begun the process of purchasing right-of-way. The City's legal team is currently working two eminent domain cases, with there being a possibility for a third case. We are on schedule to bid this project in 2025.

There have been a couple meetings with Elkhart Highway regarding the bridge over the Horn Ditch. The County was originally prepared to replace the bridge a several years ago, but project delays due to the City's relocation of the lift station, force main, and water main, forced the County to delay their project. With the pending work associated with College Avenue's reconstruction starting in 2025, it currently makes sense to include the bridge replacement with the City's roadwork to minimize impact on the area businesses, including Lippert, Forest River and Brinkley. A proposal has been solicited from American StructurePoint to incorporate the County's bridge plans into the road improvement plan set.

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 approved 5-Year Capital Plan includes debt service associated with a bond issuance to fund the construction of a new south fire station. 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 a draft RFPQ is being provided to the Commission in this month’s packet.

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 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 the project in the spring of 2024.

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 project was awarded to Niblock Excavating. A pre-construction meeting has been held and utility coordination is underway. Initial work includes clearing the right-of-way, which will allow NIPSCO gas, electric and other utilities to complete their work. NIPSCO gas is anticipated to start work in February, NIPSCO Gas is anticipated to start in March, and Comcast and Frontier will relocate after NIPSCO Electric is completed. Roadway work for the City’s project will likely begin in late March 2024..

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. Goshen Utilities has retained the services of Donohue & Associates, teamed with Arcadis, to complete the preliminary engineering study. Peerless Midwest has been retained by Goshen Utilities to drill the test wells and evaluate the aquifer. The development of the new wellfield is anticipated to take 3-years to complete.

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.

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 for Contract 1 is complete and Contract 3 will be finished within the next few months. Contract 2 will likely be completed by summer. Brinkley is currently in production for the first three buildings with the fourth slated to be completed by the end of March 2024. They have approvals in place to begin construction for the fifth building, as well.

PROJECT: Winona Multi-use Trail Extension

PROJECT DESCRIPTION

The Winona multi-use trail ends abruptly at the south property line of Bethany Christian School. With the proposed Cherry Creek development, there is a desire to extend the Winona path between Bethany School and Cherry Creek.

PROJECT UPDATE

A tentative agreement with Goshen Community School's has been reached to extend the path south long Waterford Elementary's property. JPR is working on the path design and the railroad permit to allow the path to cross Norfolk Southern's right-of-way. Assuming the railroad permit effort can be completed by June 2024, the project could be bid late summer for construction in the fall of 2024.