



Goshen Common Council

6:00 p.m. July 7, 2020 Regular Meeting

Council Chambers, Police & Court Building, 111 East Jefferson Street, Goshen, Indiana

This meeting will be conducted under a declared public health emergency covering all of the State of Indiana. Due to social distancing guidelines there will be very limited space for public attendance. Members of the public are encouraged to submit questions or comments ahead of time to elected officials and/or the pertinent city offices.

The meeting will be streamed live via Zoom. For link, see <https://goshenindiana.org/calendar>

Call to Order by Mayor Jeremy Stutsman

Pledge of Allegiance

Electronic Meeting Participation Statement and Roll Call:

Megan Eichorn (District 4)	Julia King (At-Large)	Jim McKee (District 1)
Doug Nisley (District 2)	Gilberto Pérez, Jr. (District 5)	Matt Schrock (District 3)
Council President Brett Weddell (At-Large)	Youth Advisor Zoe Eichorn (Non-voting)	

Approval of Meeting Agenda

Privilege of the Floor

Elected Official Reports

Presentations:

- i. Youth Advisor Swearing-in for Hazany Palomino
- ii. Interfaith Hospitality Network

I. Resolution 2020-15:

Preliminary Finding Concerning Lippert Components Manufacturing, Inc.'s Compliance with Statement of Benefits for Personal Property

- Staff Memo (Marks)
- Compliance Form
- Letter from Lippert

II. Resolution 2020-16:

Ratifying the Approval of a Loan with First State Bank of Middlebury for the Acquisition of Real Estate

- Promissory Note



- III. Resolution 2020-17: Interlocal Cooperative Agreement with InDOT for Construction, Installation and Maintenance of Water Main and Lighting Fixtures at US 33 and College Avenue
- *Project engineering detail drawings/plans available upon request*
- IV. Resolution 2020-18: Endorsing the Elkhart County Health Department's Mandate on Wearing Face Coverings and Recommending a Reduction in the Maximum Number of Attendees At Any Private or Public Gathering
- V. Ordinance 5045 (1st Reading): Prohibiting Commercial Vehicles on Main Street
- VI. Ordinance 5048: An Ordinance to Amend Ordinance No. 3011, Known as the Zoning and Use Regulations Ordinance for the City of Goshen, Indiana, by Rezoning the Area of Real Estate Hereinafter Described from Agricultural A-1 District to Residential R-3 District
- Staff Memo (Yoder)
 - Staff Analysis (Yoder)
 - Site Location Map
 - Site Plans (JPR)

Adjournment



CITY OF GOSHEN LEGAL DEPARTMENT

City Annex
204 East Jefferson Street, Suite 2
Goshen, Indiana 46528-3405

Phone (574) 537-3820 • Fax (574) 537-3817 • TDD (574) 534-3185
www.goshenindiana.org

July 7, 2020

To: Goshen Common Council

From: Shannon Marks, Legal Compliance Administrator

Subject: Preliminary Finding Concerning Lippert Components Manufacturing, Inc.'s Compliance with Statement of Benefits for Personal Property

In 2013, the Common Council designated the real estate at 2703 College Avenue, 1701 Century Drive, and 2475 Kercher Road as the Lippert II Economic Revitalization Area and authorized a tax phase-in of certain personal property taxes of Lippert Components Manufacturing, Inc.

Lippert's project at this combined location was for the installation of certain new manufacturing equipment with an estimated cost of \$10,000,000. This equipment included paint line equipment, lathes, and dust collectors. Lippert also estimated that 1,078 individuals with total salaries of \$35,315,000 would be retained and 376 individuals with salaries of \$10,206,144 would be added as a result of this project. This project began in 2013 and was completed in 2016.

Lippert was approved to file an application with the County for a deduction in the assessed valuation for the new manufacturing equipment installed not exceeding a cost of \$10,000,000. The tax phase-in granted by the City in 2013 was for a period of seven (7) years with the designation of the Lippert II Economic Revitalization Area expiring in 2024 (since the new manufacturing equipment was being installed over a four (4) year period).

Each year, a property owner/taxpayer receiving a deduction in their assessed valuation is to file with the Community Development Director an annual report for the previous calendar year which includes the Compliance with Statement of Benefits form (CF-1). Attached to this memo is a letter and the CF-1 for Personal Property submitted by Lippert Components Manufacturing, Inc. related to the previously approved tax phase-in. The actual information in this CF-1 is pre-pandemic based on Lippert's data for the 2019 calendar year. Lippert has installed the new manufacturing equipment with an estimated cost of \$10,000,000. However, the actual number of employees retained has decreased further to 841 individuals with total salaries of \$41,053,078. (In 2018, the actual number of employees retained was 1026 individuals with total salaries of \$50,264,451.)

In accordance with Ordinance 4630, if the information provided does not demonstrate substantial compliance, the Community Development Director is to forward the information to the Council to make a preliminary finding of whether the property owner/taxpayer has substantially complied with the Statement of Benefits and the commitments made to the City to receive the tax phase-in,

or whether any failure to substantially comply was due to factors beyond the property owner/taxpayer's control.

Resolution 2020-15 before the Common Council requires the Council to make a preliminary finding based on either option (1) or option (2).

Option (1)

The property owner/taxpayer is in substantial compliance with the Statement of Benefits, or that the failure to substantially comply was caused by factors beyond the control of the property owner/taxpayer, and therefore, the property owner/taxpayer is considered to be in substantial compliance.

Should the Council's finding be based on option (1), the property owner/taxpayer is considered to be in substantial compliance with the Statement of Benefits. The City will then sign off on the CF-1 and the property owner/taxpayer may file for the tax deduction. No further action is required by the Council.

Option (2)

The property owner/taxpayer HAS NOT made reasonable efforts to substantially comply with the Statement of Benefits and the failure to substantially comply WAS NOT caused by factors beyond the control of the property owner/taxpayer. Therefore, the property owner/taxpayer IS NOT considered to be in substantial compliance with the Statement of Benefits.

Should the Council's finding be based on option (2), a notice must be given to the property owner/taxpayer that includes an explanation of the reason(s) for the Council's preliminary finding and a hearing is scheduled for an upcoming Council meeting. At the hearing, the property owner/taxpayer and other interested parties may present testimony and other evidence on the issues of whether the property owner/taxpayer is in substantial compliance with the Statement of Benefits and whether any failure to be in substantial compliance was caused by factors beyond the control of the property owner/taxpayer.

If, after the hearing, the Council determines the property owner/taxpayer to be in substantial compliance, then the City will then sign off on the CF-1 and property owner/taxpayer may file for the tax deduction. If the Council determines the property owner/taxpayer has not made reasonable efforts to comply with the Statement of Benefits, the Council may take action to terminate the property owner/taxpayer's tax phase-in.



COMPLIANCE WITH STATEMENT OF BENEFITS PERSONAL PROPERTY

State Form 51765 (R4 / 11-16)
Prescribed by the Department of Local Government Finance

FORM CF-1 / PP

PRIVACY NOTICE

This form contains information
confidential pursuant to
IC 6-1.1-35-9 and IC 6-1.1-12.1-5.6.

- INSTRUCTIONS:
1. Property owners whose Statement of Benefits was approved must file this form with the local Designating Body to show the extent to which there has been compliance with the Statement of Benefits. (IC 6-1.1-12.1-5.6)
 2. This form must be filed with the Form 103-ERA Schedule of Deduction from Assessed Value between January 1, and May 15, of each year, unless a filing extension under IC 6-1.1-3.7 has been granted. A person who obtains a filing extension must file between January 1, and the extended due date of each year.
 3. With the approval of the designating body, compliance information for multiple projects may be consolidated on one (1) compliance (CF-1).

SECTION 1 TAXPAYER INFORMATION									
Name of taxpayer Lippert Components Manufacturing, Inc.						County Elkhart			
Address of taxpayer (street and number, city, state and ZIP code) 3501 County Road 6E Elkhart IN 46514						DLGF taxing district number 015			
Name of contact person Debra Laux						Telephone number 260 609-4164			
SECTION 2 LOCATION AND DESCRIPTION OF PROPERTY									
Name of designating body Goshen Common Council				Resolution number 2013-19 & 2013-16		Estimated start date (month, day, year) 04/01/2013			
Location of property 2703 College Ave/1701 Century Goshen IN 46528						Actual start date (month, day, year) 04/01/2013			
Description of new manufacturing equipment, or new research and development equipment, or new information technology equipment, or new logistical distribution equipment to be acquired. Equipment is primarily painting equipment and dust collectors.						Estimated completion date (month, day, year) 12/31/2016			
						Actual completion date (month, day, year) 12/31/2016			
SECTION 3 EMPLOYEES AND SALARIES									
EMPLOYEES AND SALARIES						AS ESTIMATED ON SB-1		ACTUAL	
Current number of employees						1,078		841	
Salaries						35,315,000		41,053,078	
Number of employees retained						1,078		841	
Salaries						35,315,000		41,053,078	
Number of additional employees						376			
Salaries						10,206,114			
SECTION 4 COST AND VALUES									
		MANUFACTURING EQUIPMENT		R & D EQUIPMENT		LOGIST DIST EQUIPMENT		IT EQUIPMENT	
AS ESTIMATED ON SB-1		COST	ASSESSED VALUE	COST	ASSESSED VALUE	COST	ASSESSED VALUE	COST	ASSESSED VALUE
Values before project			7,205,801						
Plus: Values of proposed project			10,000,000						
Less: Values of any property being replaced									
Net values upon completion of project			17,205,801						
ACTUAL		COST	ASSESSED VALUE	COST	ASSESSED VALUE	COST	ASSESSED VALUE	COST	ASSESSED VALUE
Values before project			7,205,801						
Plus: Values of proposed project			7,800,712						
Less: Values of any property being replaced									
Net values upon completion of project			15,086,513						
NOTE: The COST of the property is confidential pursuant to IC 6-1.1-12.1-5.6 (c).									
SECTION 5 WASTE CONVERTED AND OTHER BENEFITS PROMISED BY THE TAXPAYER									
WASTE CONVERTED AND OTHER BENEFITS						AS ESTIMATED ON SB-1		ACTUAL	
Amount of solid waste converted									
Amount of hazardous waste converted									
Other benefits:									
SECTION 6 TAXPAYER CERTIFICATION									
I hereby certify that the representations in this statement are true.									
Signature of authorized representative T. S. B. C. A.				Title TAX DIRECTOR		Date signed (month, day, year) 06/11/2021			

**OPTIONAL: FOR USE BY A DESIGNATING BODY WHO ELECTS TO REVIEW THE COMPLIANCE WITH STATEMENT OF BENEFITS (FORM CF-1)
THAT WAS APPROVED AFTER JUNE 30, 1991.**

INSTRUCTIONS: (IC 6-1.1-12-5.9)

1. This page does not apply to a Statement of Benefits filed before July 1, 1991; that deduction may not be terminated for a failure to comply with the Statement of Benefits.
2. Within forty-five (45) days after receipt of this form, the designating body may determine whether or not the property owner has substantially complied with the Statement of Benefits.
3. If the property owner is found **NOT** to be in substantial compliance, the designating body shall send the property owner written notice. The notice must include the reasons for the determination and the date, time and place of a hearing to be conducted by the designating body. If a notice is mailed to a property owner, a copy of the written notice will be sent to the County Assessor and the County Auditor.
4. Based on the information presented at the hearing, the designating body shall determine whether or not the property owner has made reasonable effort to substantially comply with the Statement of Benefits and whether any failure to substantially comply was caused by factors beyond the control of the property owner.
5. If the designating body determines that the property owner has **NOT** made reasonable effort to comply, then the designating body shall adopt a resolution terminating the deduction. The designating body shall immediately mail a certified copy of the resolution to: (1) the property owner; (2) the County Auditor; and (3) the County Assessor.

We have reviewed the CF-1 and find that:			
<input type="checkbox"/> the property owner IS in substantial compliance <input type="checkbox"/> the property owner IS NOT in substantial compliance <input type="checkbox"/> other (specify) _____			
Reasons for the determination (attach additional sheets if necessary)			
Signature of authorized member			Date signed (month, day, year)
Attested by:		Designating body	
If the property owner is found not to be in substantial compliance, the property owner shall receive the opportunity for a hearing. The following date and time has been set aside for the purpose of considering compliance.			
Time of hearing <input type="checkbox"/> AM <input type="checkbox"/> PM	Date of hearing (month, day, year)	Location of hearing	
HEARING RESULTS (to be completed after the hearing)			
<input type="checkbox"/> Approved <input type="checkbox"/> Denied (see instruction 5 above)			
Reasons for determination (attach additional sheets if necessary)			
Signature of authorized member			Date signed (month, day, year)
Attested by:		Designating body	
APPEAL RIGHTS [IC 6-1.1-12.1-5.9(e)]			
A property owner whose deduction is denied by the designating body may appeal the designating body's decision by filing a complaint in the office of the Circuit or Superior Court together with a bond conditioned to pay the costs of the appeal if the appeal is determined against the property owner.			



3501 County Road 6 East
Elkhart, IN 46514
(574) 535-1125
(574) 217-0181 (Fax)

June 26, 2020

Mr. Mark Brinson,
Community Development Director
204 East Jefferson Street
Goshen, IN 46528

RE: City of Goshen Resolution # 2013-19
2703 College Avenue, 1701 Century Drive and 2475 Kercher Road, Goshen
Indiana Tax Form CF-1 / PP, Compliance with Statement of Benefits, Personal Property

Dear Mr. Brinson,

The purpose of this letter is to support the Lippert Components Mfg., Inc. (LCMI) Form CF-1 / PP related to the property tax abatement for operations located at 2703 College Avenue, 1701 Century Drive and 2475 Kercher Road, Goshen as approved by Resolution 2013-19.

Total Employees

Per the SB-1, Total employees expected to be retained were 1,078 plus projected number of new employees of 376 for a total of 1,454 and total salaries of \$45,521,144.

Per the 2019 Form CF-1, Actual employees retained were 841 plus projected number of new employees of -0- for a total of 841 and total salaries of \$41,053,076.

As such, the company fell short of its projected total # of employees and projected salary.

Summary of Average Wages by Job Classification

Per previous requests from the City Council, the following is the total and average wage by job classification for the abated property FTE's:

	Total Wages	Total Employees	Average Annual Wages Assuming 40 hours/wk
Semi-Skilled	\$ 18,431,392	466	\$ 42,552
Skilled	\$ 16,401,629	308	\$ 49,312
Salaried	\$ 6,220,056	67	\$ 80,379
	\$41,053,078	841	\$48,815

Semi-Skilled pay rates range from: \$14 - \$31/hour

Skilled pay rates range from: \$18 - \$42/hour

June 26, 2020

Page 2

Cost and Values

Per the SB-1, Total values before project was \$28,813,584 plus projected value of proposed project of \$10,000,000 for a total value upon completion of project \$38,813,584.

Per the 2019 Form CF-1, Total values before project was \$28,813,584 plus actual value of proposed project of \$24,636,268 for a total value upon completion of project \$53,449,852.

As such, the company exceeded its capital investment in the project by \$14,636,268.

Other Considerations and Conclusion

The company has invested substantially in the City of Goshen as it continues to play a vital role in our manufacturing operations.

Over the last 3 years, the company invested the following capital in machinery & equipment:

- BU 004/045 (Abatement Project Location): \$22M
- BU 019 Skyview Rd/Corrie Drive (Beam Line): \$38M
- BU 228 Century Drive (Glass Mfg): \$11M
- Other Locations in Goshen (Other Mfg Equip): \$14M

Conservatively speaking, the above \$85M in recently invested machinery and equipment cumulatively generates an additional \$750,000 in annual property tax revenue for the City of Goshen.

As noted in a letter to the City Council in May 2018, for manufacturing efficiency purposes some of our operations were moved from the abatement project address to other City of Goshen manufacturing locations. There are 290 employees that were originally located at this abatement project address but are now working at other Lippert manufacturing locations within the City of Goshen. Total 2019 wages for these 290 employees was \$12,947,239.

Lastly, please note that as of December 31, 2019 the company employed 3,313 individuals who were working within the City of Goshen. Total 2019 wages for these 3,313 individuals was \$150,086,187 which does not include employee benefit costs such as medical insurance, 401(k) match, etc. which approximates another 25% -30% of gross wages.

Based on the above, the company respectfully suggests that its investment has met the threshold of substantial compliance and asks that the City Council approve the current year Form CF-1 / PP as being in substantial compliance.

Thank you in advance for the continued support.

Sincerely,



Thomas J. Bauters, CPA
Assistant Treasurer & Tax Director



RESOLUTION 2020-15

Preliminary Finding Concerning Lippert Components Manufacturing, Inc.'s Compliance with Statement of Benefits for Personal Property

WHEREAS by Resolutions 2013-16 and 2013-19, the Goshen Common Council designated the area located at 2703 College Avenue, 1701 Century Drive, and 2475 Kercher Road in Goshen as the Lippert II Economic Revitalization Area and authorized a tax phase-in of certain personal property taxes for Lippert Components Manufacturing, Inc. (Lippert).

WHEREAS Lippert submitted the required annual Compliance with Statement of Benefits for Personal Property (CF-1) for 2019 to the City on or about June 15, 2020.

WHEREAS the Community Development Director believes the CF-1 does not demonstrate substantial compliance with the Statement of Benefits.

WHEREAS the Goshen Common Council is to make a preliminary finding of whether Lippert has substantially complied with the commitments made to the City of Goshen to receive the tax phase-in, or whether any failure to substantially comply with the commitments was due to factors beyond Lippert's control.

NOW, THEREFORE, BE IT RESOLVED, after review of the CF-1 and information provided, the Goshen Common Council finds that (*check one*):

_____ Lippert Components Manufacturing, Inc. is in substantial compliance with the Statement of Benefits; or that Lippert Components Manufacturing, Inc.'s failure to be in substantial compliance was caused by factors beyond Lippert's control, and therefore, Lippert Components Manufacturing, Inc. is considered to be in substantial compliance.

_____ Lippert Components Manufacturing, Inc. HAS NOT made reasonable efforts to substantially comply with the Statement of Benefits and commitments made to the City, and the failure to substantially comply WAS NOT caused by factors beyond the control of Lippert. Therefore, a written notice shall be mailed to Lippert which includes an explanation of the reason(s) for the Common Council's preliminary finding, and the Council shall hold a hearing for the purpose of further considering Lippert Components Manufacturing, Inc.'s compliance with the Statement of Benefits.

PASSED by the Goshen Common Council on July 7, 2020.

Presiding Officer

ATTEST:

Adam C. Scharf, Clerk-Treasurer

PRESENTED to the Mayor of the City of Goshen on July _____, 2020 at _____
a.m./p.m.

Adam C. Scharf, Clerk-Treasurer

APPROVED and ADOPTED on July _____, 2020.

Jeremy P. Stutsman, Mayor

Resolution 2020-16

Ratifying the Approval of a Loan with First State Bank of Middlebury for the Acquisition of Real Estate

WHEREAS the Goshen Board of Aviation Commissioners (BOAC) is authorized by Indiana Code § 8-22-2-18.5 to negotiate terms and borrow money from any source for the payment of the costs of airport capital improvements, including the acquisition of real estate.

WHEREAS on April 22, 2019, the BOAC approved to proceed with the acquisition of approximately 8 acres of real estate at 17120 County Road 40 (the "Real Estate") and to obtain financing for the purchase. An Agreement for the Sale and Purchase of Real Estate was entered into between the BOAC and seller on August 15, 2019.

WHEREAS on September 26, 2019, the First State Bank of Middlebury loaned the City of Goshen through its BOAC the sum of \$167,888 for the acquisition of the Real Estate.

WHEREAS in accordance with Indiana Code § 8-22-2-18.5, the loan contract must be approved by resolutions of the BOAC and Goshen Common Council.

NOW, THEREFORE, BE IT RESOLVED that the Goshen Common Council approves the terms and conditions of the loan, and ratifies the execution of the Promissory Note with the First State Bank of Middlebury dated September 26, 2019 in the amount of \$167,888. A copy of the Promissory Note is attached to and made a part of this Resolution.

BE IT FURTHER RESOLVED that the foregoing indebtedness is that of the BOAC payable solely from revenues of the BOAC that are derived from airport operations, and may not be paid by a tax levied on the property located within the City of Goshen.

PASSED by the Goshen Common Council on July ____, 2020.

Presiding Officer

ATTEST:

Adam C. Scharf, Clerk-Treasurer

PRESENTED to the Mayor of the City of Goshen on July ____, 2020, at ____ a.m./p.m.

Adam C. Scharf, Clerk-Treasurer

APPROVED and ADOPTED on July ____, 2020.

Jeremy P. Stutsman, Mayor



PROMISSORY NOTE

Principal	Loan Date	Maturity	Loan No	Call / Coll	Account	Officer	Initials
\$167,888.00	09-26-2019	09-26-2029	70100724	1E1 / 713	G0005340	BLC	
References in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or item. Any item above containing "*****" has been omitted due to text length limitations.							

Borrower: THE CITY OF GOSHEN BOARD OF AVIATION
COMMISSIONERS
202 S 5TH ST STE 2
GOSHEN, IN 46528-3714

Lender: First State Bank of Middlebury
Goshen Office
P.O. Box 708
201 N Main Street
Goshen, IN 46526

Principal Amount: \$167,888.00

Date of Note: September 26, 2019

PROMISE TO PAY. THE CITY OF GOSHEN BOARD OF AVIATION COMMISSIONERS ("Borrower") promises to pay to First State Bank of Middlebury ("Lender"), or order, in lawful money of the United States of America, the principal amount of One Hundred Sixty-seven Thousand Eight Hundred Eighty-eight & 00/100 Dollars (\$167,888.00), together with interest on the unpaid principal balance from September 26, 2019, until paid in full.

PAYMENT. Borrower will pay this loan in full immediately upon Lender's demand. If no demand is made, subject to any payment changes resulting from changes in the Index, Borrower will pay this loan in accordance with the following payment schedule, which calculates interest on the unpaid principal balances as described in the "INTEREST CALCULATION METHOD" paragraph using the interest rates described in this paragraph: 60 monthly consecutive principal and interest payments in the initial amount of \$1,732.96 each, beginning October 26, 2019, with interest calculated on the unpaid principal balances using an initial discounted interest rate of 4.350%; 59 monthly consecutive principal and interest payments in the initial amount of \$1,772.69 each, beginning October 26, 2024, with interest calculated on the unpaid principal balances using an interest rate based on the The FHLB 5-Year Borrowing Rate (currently 2.020%), plus a margin of 3.250%, resulting in an initial interest rate of 5.270%; and one principal and interest payment of \$1,772.37 on September 26, 2029, with interest calculated on the unpaid principal balances using an interest rate based on the The FHLB 5-Year Borrowing Rate (currently 2.020%), plus a margin of 3.250%, resulting in an initial interest rate of 5.270%. This estimated final payment is based on the assumption that all payments will be made exactly as scheduled and that the Index does not change; the actual final payment will be for all principal and accrued interest not yet paid, together with any other unpaid amounts under this Note. Unless otherwise agreed or required by applicable law, payments will be applied first to any accrued unpaid interest; and then to principal. Borrower will pay Lender at Lender's address shown above or at such other place as Lender may designate in writing.

VARIABLE INTEREST RATE. For the first 60 payments, the interest rate on this loan will be 4.350%. Thereafter, the interest rate on this Note is subject to change from time to time based on changes in an independent index which is the The FHLB 5-Year Borrowing Rate (the "Index"). The Index is not necessarily the lowest rate charged by Lender on its loans. If the Index becomes unavailable during the term of this loan, Lender may designate a substitute index after notifying Borrower. Lender will tell Borrower the current Index rate upon Borrower's request. The interest rate change will not occur more often than each 60 months. Borrower understands that Lender may make loans based on other rates as well. The Index currently is 2.020% per annum. The interest rate or rates to be applied to the unpaid principal balance during this Note will be the rate or rates set forth herein in the "Payment" section. Notwithstanding any other provision of this Note, after the first payment stream, the interest rate for each subsequent payment stream will be effective as of the due date of the last payment in the just-ending payment stream. **NOTICE:** Under no circumstances will the interest rate on this Note be more than the maximum rate allowed by applicable law. Whenever increases occur in the interest rate, Lender, at its option, may do one or more of the following. (A) increase Borrower's payments to ensure Borrower's loan will pay off by its original final maturity date, (B) increase Borrower's payments to cover accruing interest, (C) increase the number of Borrower's payments, and (D) continue Borrower's payments at the same amount and increase Borrower's final payment.

INTEREST CALCULATION METHOD. Interest on this Note is computed on a 365/360 basis; that is, by applying the ratio of the interest rate over a year of 360 days, multiplied by the outstanding principal balance, multiplied by the actual number of days the principal balance is outstanding. All interest payable under this Note is computed using this method.

INTEREST RATE ADJUSTMENT. THE FUTURE INTEREST RATE ADJUSTMENT WILL OCCUR ON 09/25/2024 CALCULATED USING THE CURRENT 5 YEAR FHLB RATE PLUS THE MARGIN OF 3.25 REDUCED BY 0.79%.

PREPAYMENT PENALTY; MINIMUM INTEREST CHARGE. In any event, even upon full prepayment of this Note, Borrower understands that Lender is entitled to a minimum interest charge of \$20.00. Upon Borrower's voluntary prepayment of this Note, Lender is entitled to the following prepayment penalty: "In the event of prepayment, in whole or in part, upon any refinancing of this loan by another financial institution a prepayment penalty rate shall be assessed as follows: If the prepayment occurs on or before the first anniversary date of the loan, the prepayment penalty will equal five percent (5%) of the current principal balance. If the prepayment occurs after the first anniversary date, but on or before the second anniversary date, the prepayment penalty will equal four percent (4%) of the current principal balance. If the prepayment occurs after the second anniversary date, but on or before the third anniversary date, the prepayment penalty will equal three percent (3%) of the current principal balance. If the prepayment occurs after the third anniversary date, but on or before the fourth anniversary date, the prepayment penalty will equal three percent (3%) of the current principal balance. If the prepayment occurs after the fourth anniversary date, but on or before the fifth anniversary date, the prepayment penalty will equal three percent (3%) of the current principal balance. If the prepayment occurs after the fifth anniversary date, but on or before the sixth anniversary date, the prepayment penalty will equal three percent (3%) of the current principal balance. Prepayment penalty shall not apply if the prepayment occurs after the sixth anniversary date."

Other than Borrower's obligation to pay any minimum interest charge and prepayment penalty, Borrower may pay all or a portion of the amount owed earlier than it is due. Early payments will not, unless agreed to by Lender in writing, relieve Borrower of Borrower's obligation to continue to make payments under the payment schedule. Rather, early payments will reduce the principal balance due and may result in Borrower's making fewer payments. Borrower agrees not to send Lender payments marked "paid in full", "without recourse", or similar language. If Borrower sends such a payment, Lender may accept it without losing any of Lender's rights under this Note, and Borrower will remain obligated to pay any further amount owed to Lender. All written communications concerning disputed amounts, including any check or other payment instrument that indicates that the payment constitutes "payment in full" of the amount owed or that is tendered with other conditions or limitations or as full satisfaction of a disputed amount must be mailed or delivered to: First State Bank of Middlebury, 111 S Main Street/P.O. Box 69 Middlebury, IN 46540.

LATE CHARGES. The Late Fee Charge is 5.000% of the payment amount if a payment is more than 10 days late. The payment amount will be a minimum of \$75.00 up to a maximum of \$500.00.

INTEREST AFTER DEFAULT. Upon default, including failure to pay upon final maturity, the interest rate on this Note shall be increased by adding an additional 3.000 percentage point margin ("Default Rate Margin"). The Default Rate Margin shall also apply to each succeeding interest rate change that would have applied had there been no default. After maturity, or after this Note would have matured had there been no default, the Default Rate Margin will continue to apply to the final interest rate described in this Note. However, in no event will the interest rate exceed the maximum interest rate limitations under applicable law.

DEFAULT. Each of the following shall constitute an event of default ("Event of Default") under this Note:

Payment Default. Borrower fails to make any payment when due under this Note.

Other Defaults. Borrower fails to comply with or to perform any other term, obligation, covenant or condition contained in this Note or in any of the related documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Borrower.

Default in Favor of Third Parties. Borrower or any Grantor defaults under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Borrower's property or Borrower's ability to repay this Note or perform Borrower's obligations under this Note or any of the related documents.

False Statements. Any warranty, representation or statement made or furnished to Lender by Borrower or on Borrower's behalf under this Note or the related documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

Insolvency. The dissolution or termination of Borrower's existence as a going business, the insolvency of Borrower, the appointment of a receiver for any part of Borrower's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Borrower.

Creditor or Forfeiture Proceedings. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Borrower or by any governmental agency against any collateral securing the loan. This includes a garnishment of any of Borrower's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Borrower as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Borrower gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any guarantor, endorser, surety, or accommodation party of any of the indebtedness or any guarantor, endorser, surety, or accommodation party dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any guaranty of the indebtedness evidenced by this Note.

Change In Ownership. Any change in ownership of twenty-five percent (25%) or more of the common stock of Borrower.

Adverse Change. A material adverse change occurs in Borrower's financial condition, or Lender believes the prospect of payment or performance of this Note is impaired.

Insecurity. Lender in good faith believes itself insecure.

LENDER'S RIGHTS. Upon default, Lender may declare the entire unpaid principal balance under this Note and all accrued unpaid interest immediately due, and then Borrower will pay that amount. Under all circumstances, the Indebtedness will be repaid without relief from any Indiana or other valuation and appraisal laws.

ATTORNEYS' FEES; EXPENSES. Lender may hire or pay someone else to help collect this Note if Borrower does not pay. Borrower will pay Lender that amount. This includes, subject to any limits under applicable law, Lender's attorneys' fees and Lender's legal expenses, whether or not there is a lawsuit, including without limitation all attorneys' fees and legal expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), and appeals. If not prohibited by applicable law, Borrower also will pay any court costs, in addition to all other sums provided by law.

GOVERNING LAW. This Note will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Indiana without regard to its conflicts of law provisions. This Note has been accepted by Lender in the State of Indiana.

CHOICE OF VENUE. If there is a lawsuit, Borrower agrees upon Lender's request to submit to the jurisdiction of the courts of Elkhart County, State of Indiana.

RIGHT OF SETOFF. To the extent permitted by applicable law, Lender reserves a right of setoff in all Borrower's accounts with Lender (whether checking, savings, or some other account). This includes all accounts Borrower holds jointly with someone else and all accounts Borrower may open in the future. However, this does not include any IRA or Keogh accounts, or any trust accounts for which setoff would be prohibited by law. Borrower authorizes Lender, to the extent permitted by applicable law, to charge or setoff all sums owing on the indebtedness against any and all such accounts, and, at Lender's option, to administratively freeze all such accounts to allow Lender to protect Lender's charge and setoff rights provided in this paragraph.

COLLATERAL. Borrower acknowledges this Note is secured by **THE FOLLOWING COLLATERAL DESCRIBED IN THE SECURITY INSTRUMENTS LISTED HEREIN:**

REAL ESTATE MORTGAGE DATED 09/26/2019 LOCATED AT 17120 COUNTY ROAD 40 GOSHEN IN 46526
ASSIGNMENT OF RENTS DATED 09/25/2019 LOCATED AT 17120 COUNTY ROAD 40 GOSHEN IN 46526.

SUCCESSOR INTERESTS. The terms of this Note shall be binding upon Borrower, and upon Borrower's heirs, personal representatives, successors and assigns, and shall inure to the benefit of Lender and its successors and assigns.

NOTIFY US OF INACCURATE INFORMATION WE REPORT TO CONSUMER REPORTING AGENCIES. Borrower may notify Lender if Lender reports any inaccurate information about Borrower's account(s) to a consumer reporting agency. Borrower's written notice describing the specific inaccuracy(ies) should be sent to Lender at the following address: First State Bank of Middlebury, Goshen Office, P.O. Box 708, 201 N Main Street, Goshen, IN 46526.

GENERAL PROVISIONS. This Note is payable on demand. The inclusion of specific default provisions or rights of Lender shall not preclude Lender's right to declare payment of this Note on its demand. If any part of this Note cannot be enforced, this fact will not affect the rest of the Note. Lender may delay or forgo enforcing any of its rights or remedies under this Note without losing them. Borrower and any other person who signs, guarantees or endorses this Note, to the extent allowed by law, waive presentment, demand for payment, and notice of dishonor. Upon any change in the terms of this Note, and unless otherwise expressly stated in writing, no party who signs this Note, whether as maker, guarantor, accommodation maker or endorser, shall be released from liability. All such parties agree that Lender may renew or extend (repeatedly and for any length of time) this loan or release any party or guarantor or collateral; or impair, fail to realize upon or perfect Lender's

**PROMISSORY NOTE
(Continued)**

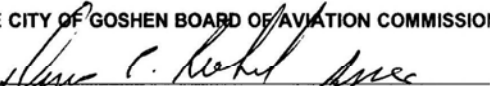
security interest in the collateral; and take any other action deemed necessary by Lender without the consent of or notice to anyone. All such parties also agree that Lender may modify this loan without the consent of or notice to anyone other than the party with whom the modification is made. The obligations under this Note are joint and several.

PRIOR TO SIGNING THIS NOTE, BORROWER READ AND UNDERSTOOD ALL THE PROVISIONS OF THIS NOTE, INCLUDING THE VARIABLE INTEREST RATE PROVISIONS. BORROWER AGREES TO THE TERMS OF THE NOTE.

BORROWER ACKNOWLEDGES RECEIPT OF A COMPLETED COPY OF THIS PROMISSORY NOTE.

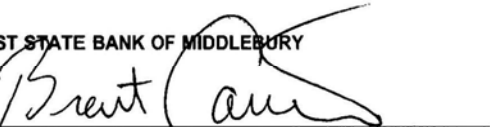
BORROWER:

THE CITY OF GOSHEN BOARD OF AVIATION COMMISSIONERS

By: 
DENNIS C RICHMOND, President of THE CITY OF
GOSHEN BOARD OF AVIATION COMMISSIONERS

LENDER:

FIRST STATE BANK OF MIDDLEBURY

x 
Brent Carrick, Senior Vice President

RESOLUTION 2020-17

Interlocal Cooperative Agreement with InDOT for Construction, Installation and Maintenance of Water Main and Lighting Fixtures at US 33 and College Avenue

WHEREAS the Indiana Department of Transportation (InDOT) plans to reconstruct the intersection of US 33 and College Avenue, and the City of Goshen wishes to include the relocation of a water main and installation of lighting fixtures as part of the InDOT project (hereinafter the "Project").

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

NOW, THEREFORE, BE IT RESOLVED that the Goshen Common Council approves the terms and conditions of the Interlocal Cooperative Agreement with InDOT for the Project attached to and made a part of this resolution.

PASSED by the Goshen Common Council on July ____, 2020.

Presiding Officer

ATTEST:

Adam C. Scharf, Clerk-Treasurer

PRESENTED to the Mayor of the City of Goshen on July ____, 2020, at _____
a.m./p.m.

Adam C. Scharf, Clerk-Treasurer

APPROVED and ADOPTED on July ____, 2020.

Jeremy P. Stutsman, Mayor

INTERLOCAL COOPERATIVE AGREEMENT
Between
THE INDIANA DEPARTMENT OF TRANSPORTATION
And
THE CITY OF GOSHEN, INDIANA
For
CONSTRUCTION, INSTALLATION, AND MAINTENANCE
Of
A WATER MAIN AND LIGHTING FIXTURES
In
GOSHEN, ELKHART COUNTY, INDIANA

EDS/SCM No. _____

THIS INTERLOCAL COOPERATIVE AGREEMENT, made and entered into by and between the INDIANA DEPARTMENT OF TRANSPORTATION (hereinafter referred to as "INDOT" or the "State") and the CITY OF GOSHEN, INDIANA (hereinafter referred to as the "City"), is executed pursuant to the terms and conditions set forth herein and shall be effective as of the date of approval by the Office of the Indiana Attorney General ("Effective Date"). INDOT and the City are jointly referred to herein as the "Parties" and each individually as a "Party."

RECITALS

WHEREAS, for the purpose of improving congestion, safety, and mobility, and to accommodate future economic growth in the region, INDOT has planned a project for the reconstruction and implementation of new facilities at the intersection of US 33 and College Avenue in Goshen, Elkhart County, Indiana (the "Intersection"), programmed as DES # 1383237 and being undertaken pursuant to Construction Contract #R-41821, and more particularly illustrated on the plans in **Exhibit A** attached hereto and incorporated herein by reference; and

WHEREAS, the City desires to expand the scope of the planned INDOT project, to include a relocated water main and new lighting fixtures, and has proposed and requested for additional work to be done in connection with the project; and

WHEREAS, as it is more economically prudent to combine all work under one contract and contractor, INDOT is agreeable to carry out the additional work proposed and requested by the City, which work is the financial responsibility of the City, in connection with INDOT's work on the project; and

WHEREAS, in the mutual interest for the convenience and safety of the traveling public, and to enhance the flow of traffic at the Intersection, the City and INDOT desire to cooperate regarding construction and installation of the project, including the relocated water main and new lighting fixtures, and in funding the project; and

WHEREAS, the City and INDOT currently estimate the cost of the full project to be \$1,945,119.65; and

WHEREAS, the City has agreed to contribute funds toward the project in the amount of \$104,232.40, which accounts for the portion of the work for which the City is responsible; and

WHEREAS, the Parties desire to delineate responsibilities related to the construction and relocation of the water main, installation of the new lighting fixtures, and maintenance of the water main and lighting fixtures.

NOW THEREFORE, in consideration of the premises and the mutually dependent covenants herein contained, the Parties hereby agree as follows:

ARTICLE I

SPECIFIC PROVISIONS

1.1 Purpose of Agreement. The purpose of this Agreement is to allow INDOT to construct and relocate the City's water main located at the Intersection (the "Water Main"), as illustrated on the plans attached as **Exhibit A**, to install lighting fixtures to new strain poles at the Intersection (the "Lighting Fixtures"), as illustrated on **Exhibit A**, to connect the Lighting Fixtures to a power source and tie them into a local utility, and to delineate maintenance responsibilities of and for the Water Main and Lighting Fixtures.

1.2 Term of Agreement. This Agreement shall commence on the Effective Date and terminate 10 years from the Effective Date, subject to renewal upon the same terms for a 10 year period upon agreement of the Parties, unless either of the following conditions occurs or this Agreement is terminated pursuant to the provisions contained herein:

- A.** If construction of the Water Main and Lighting Fixtures has not been completed in accordance with all terms of this Agreement within four years of the Effective Date, this Agreement shall terminate; or
- B.** If the Water Main, Lighting Fixtures, or significant portions of either of the foregoing are removed or are altered without INDOT's prior written consent, this Agreement shall terminate.

All obligations, responsibilities, and liability of the City under this Agreement, including but not limited to those set forth in Articles II and III, shall survive termination of this Agreement.

1.3 Public Statements or Disclosures. The Parties shall consult with each other and must agree as to the timing, content, and form before issuing any press release related to the Project or this Agreement. However, this Section 1.2 does not prohibit either of the Parties from making a public statement or disclosure regarding this the Project or this Agreement if, but only if, in the opinion of a Party's legal counsel, such a public statement or disclosure is required by law, including but not limited to, Indiana's Access to Public Records Act (IC 5-14-3), legal process, or directive of a regulatory authority having jurisdiction over the Party.

1.4 Interpretation. The Preamble and Recitals above are incorporated by reference into this Agreement. All captions, section headings, paragraph titles, and similar items are provided for the purpose of reference and convenience and are not intended to be inclusive, definitive, or to affect the interpretation of this Agreement.

ARTICLE II

SPECIFIC CONSTRUCTION RELATED PROVISIONS

2.1 Project Description. INDOT will construct and relocate or cause to be constructed and relocated the Water Main, install or cause to be installed the Lighting Fixtures to new strain poles at the Intersection, and connect or cause to be connected the Lighting Fixtures to a power source and tie them into a local utility, all as illustrated on **Exhibit A**, and undertake additional work related to the Water Main and Lighting Fixtures (collectively, the “Project”). INDOT shall carry out all work related to and/or necessary for the Project. INDOT has prepared a preliminary project budget, which is attached hereto as **Exhibit B** and incorporated herein by reference. A portion of the construction and installation of the Project will take place within existing and/or additionally acquired INDOT right-of-way, which right-of-way is illustrated on **Exhibit A**. The City understands and agrees that if and when the Project, Water Main, and/or Lighting Fixtures conflicts with the operation, maintenance, regulation, construction, or reconstruction of or within any part of INDOT right-of-way or other state highway facility, INDOT shall notify and discuss with the City any alterations to and/or removal of the Project, Water Main, or Lighting Fixtures and coordinate the alterations and/or removal with the City, in order to accommodate use of INDOT right-of-way, including but not limited for state highway purposes, at no cost to INDOT and to ensure proper functioning of the City’s water system.

2.2 INDOT’s Responsibilities.

INDOT’s responsibilities shall include, and are limited to, the following:

- A.** INDOT shall be responsible for all aspects of, and will complete all work necessary for, letting, development, construction, and installation of the Project, including all preliminary engineering, design, right of way acquisition, utility relocation and coordination, environmental work, permitting, and inspection.
- B.** INDOT shall coordinate with the City in developing plans for construction and installation of the Project, including a development schedule (hereinafter, the “Development Schedule”). The City understands and agrees that INDOT shall make all final decisions concerning the design, construction, installation, schedule, and specifications of/for the Project; provided, however, that if the Water Main (including the design thereof) is or will be substantially altered in a way that affects its then-current functioning, then INDOT shall notify the City of any such alteration and coordinate the alteration, including the expense thereof, with the City’s Water Utility Office in order for public water quality and safety to be maintained. INDOT shall provide the City with the final Project design, construction, schedule, and specifications upon request therefor.

- C. INDOT, in its sole discretion, may choose to let the Project using one single contract for all construction, or may let multiple construction contracts for the Project. Further, INDOT may choose to let the Project as a design-build, design-bid-build, or best value contract.
- D. INDOT will let and award the Project construction through its usual processes. INDOT anticipates that letting for the Project will occur on or around February 5, 2020. Construction and installation of the Project is projected to be started and completed in calendar year 2020.
- E. INDOT will manage, administer, inspect, and supervise the Project on a day-to-day basis in accordance with any permits, applicable laws, and INDOT policies, procedures, and specifications. INDOT will endeavor to pursue the construction and installation of the Project in accordance with the Development Schedule whenever possible.
- F. Subject to the City's responsibilities in Section 3.2 of this Agreement, INDOT shall be responsible for maintaining, repairing, and regulating the Project until completion of construction and installation of the Project and final acceptance by the City and INDOT.
- G. INDOT shall be responsible for all funding for the Project, including materials, equipment, and labor, not provided by the City.

2.3 The City's Responsibilities.

The City's responsibilities shall include, but are not limited to, the following:

- A. The City shall cooperate with INDOT to ensure successful completion of the Project.
- B. Wherever in this Agreement any obligation or responsibility is assumed by the City, same shall be deemed an obligation of the City.
- C. To the extent permitted by law, the City shall indemnify and hold INDOT harmless for any claims arising out of the Project, maintenance of the roadway access, and use of the new traffic lanes and roadway access within INDOT right-of-way. This is in addition to the representations provided under Section 4.22 of this Agreement. This section shall survive termination of this Agreement.
- D. The City shall not erect any signs or structures upon, across, or within INDOT right-of-way without the prior approval of INDOT.
- E. The City is prohibited from transferring, assigning, or conveying the rights under this Agreement to another party without INDOT approval.
- F. The City will not be eligible for relocation benefits for the Project.

- G. The City shall provide funds in the amount of \$104,232.40 toward the Project (the “City Funding”). INDOT will invoice the City for the City Funding during the construction and installation of the Project, and the City agrees to pay the City Funding in one lump sum within 14 days of issuance of the invoice and in accordance with Sections 4.9 and 4.34 of this Agreement. If any cost savings for or related to the Project is realized or discovered after completion of the construction and installation of the Project, the City shall have the opportunity to recoup a portion of such cost savings in accordance with the process and procedures established by INDOT.
- H. Any costs related to change orders during construction of the Water Main and installation of the Lighting Fixtures, including those associated with any modified or additional work requested by the City, shall be the responsibility of the City and paid to INDOT upon receipt of invoice therefor.

2.3 Right of Entry. The City grants INDOT and its contractor(s), subcontractors, representatives, and agents permission to enter upon right-of-way of the City for the purpose of development, installation, construction, repair, adjustment, maintenance, and alteration of the Project and related work.

ARTICLE III

SPECIFIC MAINTENANCE RELATED PROVISIONS

3.1 INDOT’s Responsibilities.

INDOT’s responsibilities shall include, and are limited to, the following:

- A. Subject to the City’s responsibilities in Section 3.2 of this Agreement, INDOT shall be responsible, at its cost and expense, for maintaining, repairing, and regulating the Project prior to completion and final acceptance in accordance with Section 2.2 of this Agreement. Prior to completion and final acceptance of the Project, INDOT shall be responsible, obligated, and liable for the cost and expense of damaged, destroyed, and stolen equipment, supplies, inventory, and fixtures used for or in connection with the construction of the Water Main and/or installation of the Lighting Fixtures.
- B. After completion of construction and installation of the Project and final acceptance by the City and INDOT, INDOT shall have no responsibility, obligation, or liability whatsoever for the maintenance, repair, and regulation of the Water Main and Lighting Fixtures (except for the strain poles which the Lighting Fixtures are attached to) or the cost thereof or for improvements to either the Water Main or Lighting Fixtures.
- C. INDOT may inspect the Water Main and Lighting Fixtures at any time. In the event that INDOT determines, in its sole reasonable discretion, that the City is not adequately maintaining, repairing, or regulating the Water Main and/or Lighting Fixtures in accordance with Section 3.2 of this Agreement, or for any other justified reason (i.e., safety concerns for the traveling public, change in policy, requirement for compliance with federal law or other federal mandate, etc.), INDOT shall notify and discuss with the

City any removal and/or modification of the Intersection, Water Main, or Lighting Fixtures, and INDOT shall coordinate any such removal or modification, including the expense thereof, with the City. Except in cases of emergency (i.e., eminent threat of harm to the traveling public, whether at the Intersection or not), INDOT will provide ninety 90 days written notice to the City that the Water Main and/or Lighting Fixtures must be removed or modified. If the Water Main and/or Lighting Fixtures (including any accompanying structures or improvements) is not removed or modified to INDOT's satisfaction within ninety 90 days of issuance of notice under this Section 3.1, INDOT may remove or modify the Water Main and/or Lighting Fixtures and bill the City for the costs of such removal and/or modification.

- D. This Agreement, in no way, binds INDOT to the issuance of any permit to the City. However, INDOT agrees, in good faith, to review the City's application, and if appropriate, issue a permit to the City.

3.2 The City's Responsibilities.

The City's responsibilities shall include, but are not limited to, the following:

- A. Prior to completion and final acceptance of the Project, the City shall not be responsible, obligated, or liable for any cost or expense of damaged, destroyed, and stolen equipment, supplies, inventory, and fixtures used for or in connection with the construction of the Water Main and/or installation of the Lighting Fixtures.
- B. Upon completion of construction and installation of the Project and final acceptance by the City and INDOT, the City shall be responsible, obligated, and liable, at its sole cost and expense, for maintaining, repairing, and regulating the Water Main and Lighting Fixtures (except for the strain poles which the Lighting Fixtures are attached to), including any portions located upon, across, and/or within INDOT right-of-way, in accordance with current INDOT Standard Specifications. The City shall perform, or cause to be performed, all necessary routine, ongoing, and other maintenance and repairs of and for the Water Main and Lighting Fixtures. The City shall undertake maintenance and repairs of and for the Water Main and Lighting Fixtures as needed to ensure the safety of the traveling public and others at, in, and around the Intersection. Additionally, the City will ensure that the Water Main's and Lighting Fixtures' appearance are maintained and the Water Main and Lighting Fixtures will cause no unreasonable interference with road/highway purposes and use.
- C. Upon completion of construction and installation of the Project and final acceptance by the City and INDOT, the City shall be responsible for supplying the electrical and/or other power source(s) to and for the Lighting Fixtures. The City shall be responsible for the account management, and obligated to the provider(s) and other parties, for payment of all power, utility, and other costs for and related to the Lighting Fixtures.
- D. After completion of construction and installation of the Water Main and Lighting Fixtures, if the City seeks to construct or install additional improvements for or related to

the Water Main or Lighting Fixtures upon, across, or within INDOT right-of-way, prior to such construction or installation the City shall submit a design plan to the INDOT Crawfordsville District for review and approval as well as any additional necessary permit applications.

ARTICLE IV

GENERAL PROVISIONS

4.1 Access to Records. The City shall maintain all books, documents, papers, correspondence, accounting records and other evidence pertaining to the costs incurred under this Agreement, and shall make such materials available at their respective offices at all reasonable times during the period of this Agreement and for 10 years from the date of final payment, if any, under the terms of this Agreement, for inspection or audit by INDOT, or its authorized representative, and copies thereof shall be furnished free of charge, if requested by INDOT. The City agrees that, upon request by any Party or state or federal agency participating in federally-assisted programs with whom the City has agreed to or seeks to agree to, INDOT may release or make available to the agency any working papers from an audit performed by INDOT of the City in connection with this Agreement, including any books, documents, papers, correspondence, accounting records and other documentation which support or form the basis for the audit conclusions and judgments.

4.2 Assignment; Successors. [OMITTED – NOT APPLICABLE]

4.3 Assignment of Antitrust Claims. [OMITTED – NOT APPLICABLE]

4.4 Audits. The City acknowledges that it may be required to submit to an audit of funds, if any, paid through this Agreement. Any such audit shall be conducted in accordance with IC §5-11-1, *et seq.*, and audit guidelines specified by the State.

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

4.6 Changes in Work. The City shall not commence any additional work or change the scope of the work until authorized in writing by the State. This Agreement may only be amended, supplements, or modified by a written document executed in the same manner as this Agreement.

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

- A. No federal appropriated funds have been paid or will be paid, by or on behalf of the City, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal agreements, the making of any federal grant, the making of any federal loan, the entering

into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal agreement, grant, loan, or cooperative agreement.

- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with such federal agreement, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The City also agrees by signing this Agreement that it shall require that the language of this certification be included in all contractor agreements including lower tier subcontracts, which exceed \$100,000, and that all such sub recipients shall certify and disclose accordingly. Any person who fails to sign or file this required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure

4.8 **Compliance with Laws.**

- A. The City shall comply with all applicable federal, state, and local laws, rules, regulations, and ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference. The enactment or modification of any applicable state or federal statute or the promulgation of rules or regulations thereunder after execution of this Agreement shall be reviewed by the State and the City to determine whether the provisions of this Agreement require formal modification.
- A. The City and its agents shall abide by all ethical requirements that apply to persons who have a business relationship with the State as set forth in IC §4-2-6, *et seq.*, IC §4-2-7, *et seq.* and the regulations promulgated thereunder. **If the City has knowledge, or would have acquired knowledge with reasonable inquiry, that a state officer, employee, or special state appointee, as those terms are defined in IC §4-2-6-1, has a financial interest in the Agreement, the City shall ensure compliance with the disclosure requirements in IC §4-2-6-10.5 prior to the execution of this Agreement.** If the City is not familiar with these ethical requirements, the City should refer any questions to the Indiana State Ethics Commission, or visit the Inspector General's website at <http://www.in.gov/ig/>. If the City or its agents violate any applicable ethical standards, the State may, at its sole discretion, terminate this Agreement immediately upon notice to the City. In addition, the City may be subject to penalties under IC §§4-2-6, 4-2-7, 35-44.1-1-4, and under any other applicable laws.
- B. [OMITTED – NOT APPLICABLE]
- C. [OMITTED – NOT APPLICABLE]
- D. [OMITTED – NOT APPLICABLE]

E. The City warrants that the City and its contractors and subcontractors, if any, shall obtain and maintain all required permits, licenses, registrations, and approvals, and shall comply with all health, safety, and environmental statutes, rules, or regulations in the performance of work activities for the State. Failure to do so may be deemed a material breach of this Agreement and grounds for immediate termination and denial of further work with the State.

F. [OMITTED – NOT APPLICABLE]

G. As required by IC §5-22-3-7:

- (1) The City and any principals of the City certify that:
 - (A) the City, except for de minimis and nonsystematic violations, has not violated the terms of:
 - (i) IC §24-4.7 [Telephone Solicitation of Consumers];
 - (ii) IC §24-5-12 [Telephone Solicitations]; or
 - (iii) IC §24-5-14 [Regulation of Automatic Dialing Machines];in the previous 365 days, even if IC §24-4.7 is preempted by federal law; and
 - (B) the City will not violate the terms of IC §24-4.7 for the duration of the Agreement, even if IC §24-4.7 is preempted by federal law.
- (2) The City and any principals of the City certify that an affiliate or principal of the City and any agent acting on behalf of the City or on behalf of an affiliate or principal of the City, except for de minimis and nonsystematic violations,
 - (A) has not violated the terms of IC §24-4.7 in the previous 365 days, even if IC §24-4.7 is preempted by federal law; and
 - (B) will not violate the terms of IC §24-4.7 for the duration of the Agreement, even if IC §24-4.7 is preempted by federal law.

4.9 Condition of Payment. All services provided by the City under this Agreement must be performed to the State's reasonable satisfaction, as determined at the discretion of the undersigned State representative and in accordance with all applicable federal, state, local laws, ordinances, rules and regulations. The State shall not be required to pay for work found to be unsatisfactory, inconsistent with this Agreement or performed in violation of federal, state or local statute, ordinance, rule or regulation.

4.10 Confidentiality of State Information. [OMITTED – NOT APPLICABLE]

4.11 Continuity of Services. [OMITTED – NOT APPLICABLE]

4.12 Debarment and Suspension. [OMITTED – NOT APPLICABLE]

4.13 Default by State. [OMITTED – NOT APPLICABLE]

4.14 Disputes. [OMITTED – NOT APPLICABLE]

4.15 Drug Free Workplace Certification. As required by Executive Order No. 90-5 dated April 12, 1990, issued by the Governor of Indiana, the City hereby covenants and agrees to make a

good faith effort to provide and maintain a drug-free workplace. The City will give written notice to the State within 10 days after receiving actual notice that the City, or an employee of the City in the State of Indiana, has been convicted of a criminal drug violation occurring in the workplace. False certification or violation of this certification may result in sanctions including, but not limited to, suspension of contract payments, termination of this Agreement and/or debarment of contracting opportunities with the State for up to three years.

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

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

4.16 Employment Eligibility Verification. As required by IC §22-5-1.7, the City swears or affirms under the penalties of perjury that the City does not knowingly employ an unauthorized alien. The City further agrees that:

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

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

4.17 Employment Option. [OMITTED – NOT APPLICABLE]

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

4.19 Funding Cancellation. As required by Financial Management Circular 2007-1 and IC §5-22-17-5, when the Director of the State Budget Agency makes a written determination that funds are not appropriated or otherwise available to support continuation of the performance of this Agreement, this Agreement shall be canceled. A determination by the Director of State Budget Agency that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.

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

4.21 HIPAA Compliance. [OMITTED – NOT APPLICABLE]

4.22 Indemnification. The City agrees to indemnify, defend, and hold harmless the State, its agents, officials, and employees from all third party claims and suits including court costs,

attorney's fees, and other expenses caused by any act or omission of the City and/or its agents, officials, employees, contractors and subcontractors, if any, in the performance of this Agreement. The State shall not provide such indemnification to the City.

4.23 Independent Entity; Workers' Compensation Insurance. The City is performing as an independent entity under this Agreement. No part of this Agreement shall be construed to represent the creation of an employment, agency, partnership or joint venture agreement between the Parties. Neither Party will assume liability for any injury (including death) to any persons, or damage to any property, arising out of the acts or omissions of the agents, employees, contractors or subcontractors of the other Party. The City shall provide all necessary unemployment and workers' compensation insurance for the City's employees, and shall provide the State with a Certificate of Insurance evidencing such coverage prior to starting work under this Agreement.

4.24 Information Technology Enterprise Architecture Requirements. [OMITTED – NOT APPLICABLE]

4.25 Insurance. The City shall cause and require the contractors and subcontractors servicing and maintaining the Water Main and/or Lighting Fixtures to secure and keep in force during the term of this Agreement the insurance coverages specified in the 2020 INDOT Standard Specifications.

4.26 Key Person(s). [OMITTED – NOT APPLICABLE]

4.27 Licensing Standards. The City, its employees, contractors and subcontractors shall comply with all applicable licensing standards, certification standards, accrediting standards and any other laws, rules, or regulations governing services to be provided by the City pursuant to this Agreement. The State will not approve any study, plans or work performed by the City when the City, its employees, contractors or subcontractors are not in compliance with such applicable standards, laws, rules, or regulations. If any license, certification or accreditation expires or is revoked, or any disciplinary action is taken against an applicable license, certification, or accreditation, the City shall notify the State immediately and the State, at its option, may immediately terminate this Agreement.

4.28 Merger & Modification. This Agreement constitutes the entire agreement between the Parties. No understandings, agreements, or representations, oral or written, not specified within this Agreement will be valid provisions of this Agreement. This Agreement may not be modified, supplemented, or amended, except by written agreement signed by all Parties.

4.29 Minority and Women's Business Enterprises Compliance. [OMITTED – NOT APPLICABLE]

4.30 Nondiscrimination.

- A. Pursuant to the Indiana Civil Rights Law, specifically including IC §22-9-1-10, and in keeping with the purposes of the Civil Rights Act of 1964, the Age Discrimination in Employment Act, and the Americans with Disabilities Act, the City . covenants that it

shall not discriminate against any employee or applicant for employment relating to this Agreement with respect to the hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of the employee's or applicant's race, color, national origin, religion, sex, age, disability, ancestry, or status as a veteran or any other characteristic protected by federal, state or local law ("Protected Characteristics"). The City certifies compliance with applicable federal laws, regulations and executive orders prohibiting discrimination based on the Protected Characteristics in the provision of services. Breach of this covenant may be regarded as a material breach of this Agreement, but nothing in this covenant shall be construed to imply or establish an employment relationship between the State and any applicant or employee of the City or any contractor or subcontractor.

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

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

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

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

1. Compliance with Regulations: The City shall comply with the regulations relative to nondiscrimination in federally-assisted programs of the Department of Transportation, Title 49 CFR Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are incorporated herein by reference and made a part of this Agreement.

2. Nondiscrimination: The City, with regard to the work performed by it during the Agreement, shall not discriminate on the grounds of race, color, sex, sexual orientation, gender identity, national origin, religion, disability, ancestry, or status as a veteran in the selection and retention of contractors or subcontractors, including procurements of materials and leases of equipment. The City shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulation, including employment practices when the Agreement covers a program set forth in Appendix B of the Regulations.
3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the City for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential contractor or subcontractor or supplier shall be notified by the City of the City's obligations under this Agreement, and the Regulations relative to nondiscrimination on the grounds of race, color, sex, sexual orientation, gender identity, national origin, religion, disability, ancestry, income status, limited English proficiency, or status as a veteran.
4. Information and Reports: The City shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by INDOT and the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the City is in the exclusive possession of another who fails or refuses furnish this information, the City shall so certify to INDOT or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.
5. Sanctions for Noncompliance: In the event of the City's noncompliance with the nondiscrimination provisions of this Agreement, INDOT shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to: (a) withholding payments to the City under the Agreement until the City complies, and/or (b) cancellation, termination or suspension of the Agreement, in whole or in part.
6. Incorporation of Provisions: The City shall include the provisions of paragraphs 1. through 5. above in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

The City shall take such action with respect to any subcontract or procurement as INDOT or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for non-compliance, provided, however, that in the event the City becomes involved in, or is threatened with, litigation with a contractor, subcontractor or supplier as a result of such direction, the City may request INDOT to enter into such litigation to protect the interests of

INDOT, and, in addition, the City may request the United States of America to enter into such litigation to protect the interests of the United States of America.

4.31 Notice to Parties. Whenever any notice, statement or other communication is required under this Agreement, it shall be sent to the following addresses, unless otherwise specifically advised:

A. For INDOT:

INDOT Fort Wayne District
Attn: District Deputy Commissioner
5333 Hatfield Road
Fort Wayne, Indiana 46808
Phone: (866) 227-3555
Email: tjohnson@indot.IN.gov

With copy to:

Chief Legal Counsel and Deputy Commissioner
Indiana Department of Transportation
100 North Senate Avenue, Room N758
Indianapolis, IN 46204
Phone: (317) 232-5383
Email: hkennedy@indot.IN.gov

B. For the City:

City of Goshen, Indiana
Attn: Engineering Department
202 South 5th Street
Goshen, IN 46528
Phone: (574) 534-2201
E-mail: engineering@goshencity.com

As required by IC §4-13-2-14.8, payments to the City shall be made via electronic funds transfer in accordance with instructions filed by the City with the Indiana Auditor of State.

4.32 Order of Precedence; Incorporation by Reference. [OMITTED – NOT APPLICABLE]

4.33 Ownership of Documents and Materials. [OMITTED – NOT APPLICABLE]

4.34 Payments.

- A. All payments, if any, shall be made 35 days in arrears in conformance with State fiscal policies and procedures and, as required by IC §4-13-2-14.8, the direct deposit by electronic funds transfer to the financial institution designated by the City in

writing unless a specific waiver has been obtained from the Indiana Auditor of State. No payments will be made in advance of receipt of the goods or services that are the subject of this Agreement except as permitted by IC §4-13-2-20.

B. [OMITTED – NOT APPLICABLE]

4.35 Penalties, Interest and Attorney’s Fees. INDOT will in good faith perform its required obligations hereunder, and does not agree to pay any penalties, liquidated damages, interest, or attorney’s fees, except as required by Indiana law in part, IC §5-17-5, IC §34-54-8, IC §34-13-1, and IC §34-52-2-3.

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

4.36 Progress Reports. [OMITTED – NOT APPLICABLE]

4.37 Public Record. The City acknowledges that the State will not treat this Agreement as containing confidential information, and will post this Agreement on its website as required by Executive Order 05-07. Use by the public of the information contained in this Agreement shall not be considered an act of the State.

4.38 Renewal Option. [OMITTED – NOT APPLICABLE]

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

4.40 Status of Claims. The City shall be responsible for keeping INDOT currently advised as to the status of any claims made for damages against the City resulting from services performed under this Agreement.

4.41 Substantial Performance. This Agreement shall be deemed to be substantially performed only when fully performed according to its terms and conditions and any written amendments or supplements.

4.42 Taxes. The State is exempt from most state and local taxes and many federal taxes. The State will not be responsible for any taxes levied on the City or its contractors or subcontractors as a result of this Agreement.

4.43 Termination for Convenience. [OMITTED – NOT APPLICABLE]

4.44 Termination for Default. [OMITTED – NOT APPLICABLE]

4.45 Travel. [OMITTED – NOT APPLICABLE]

4.46 Indiana Veteran's Business Enterprise Compliance. [OMITTED – NOT APPLICABLE]

4.47 Waiver of Rights. No right conferred on either Party under this Agreement shall be deemed waived, and no breach of this Agreement excused, unless such waiver is in writing and signed by the Party claimed to have waived such right. Neither the State's review, approval or acceptance of, nor payment for, the services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and the City shall be and remain liable to the State in accordance with applicable law for all damages to the State caused by the City's negligent performance of any of the services furnished under this Agreement.

4.48 Work Standards. The City shall execute its responsibilities by following and applying at all times the highest professional and technical guidelines and standards (or by ensuring that its contractors and subcontractors do the same). If the State becomes dissatisfied with the work product of or the working relationship with those individuals assigned to work on this Agreement, the State may request in writing the replacement of any or all such individuals, and the City shall grant such request.

4.49 State Boilerplate Affirmation Clause. [OMITTED – NOT APPLICABLE]

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

Non-Collusion and Acceptance

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

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

CITY OF GOSHEN, INDIANA

Executed by:

Attest:

Jeremy P. Stutsman, Mayor

Adam Scharf, Clerk-Treasurer

Date: _____

Date: _____

INDIANA DEPARTMENT OF TRANSPORTATION

Recommended for approval by:

Todd H. Johnson, District Deputy Commissioner

Date: _____

Executed By:

Joseph McGuinness, Commissioner

Date: _____

APPROVALS

STATE OF INDIANA
Office of Management and Budget

By: _____ (FOR)
Zachary Q. Jackson, Director

Date: _____

STATE OF INDIANA
Department of Administration

By: _____ (FOR)
Lesley A. Crane, Commissioner

Date: _____

Approved as to Form and Legality:
Office of the Attorney General

By: _____ (FOR)
Curtis T. Hill, Jr.
Attorney General of Indiana

Date: _____

EXHIBIT A
PROJECT PLANS

[Attached]

*****Clerk's Note: Due to large file size, full detailed engineering plans have been omitted from the council packet for 7/7/2020, but are available upon request*****

EXHIBIT B
PRELIMINARY PROJECT BUDGET

[Attached]

Attachment B

INDIANA DEPARTMENT OF TRANSPORTATION
CES JOB SUMMARY ESTIMATE

DATE : 11/07/2019

PAGE : 1

JOB NUMBER: 1383237	ESTIMATOR: JENN ALEXANDER	SPEC YEAR: 10
DESCRIPTION: OTHER INTERSECTION IMPROVEMENT	COUNTY: C020	WORK TYPE: P000
ON US33 9.42 MILES N OF SR 13 AT CR 36/COLLEGE AVE	SEASON: SUMMER	UNIT SYSTEM: E
HIGHWAY TYPE: Other Principal Arterial	FT. WAYNE DISTRICT	CONTINGENCY: 0.00%
DATE UPDATED: 11/07/2019	LETTING DATE: 02/05/2020	READY FOR CONTRACT DATE: 11/27/2019
CONTRACT NO: R -41821	CHECKED BY: JASON HOY	DATE CHECKED: 11/07/2019
LATITUDE: 350000	PROJECT LENGTH: 0.2420	PAVEMENT WIDTH: 36.0000
LONGITUDE: 890000	LANE MILES/KM: 0.5	PAVEMENT DEPTH: 10

LINE	CAT	ITEM	DESCRIPTION	QTY	UNIT	PRICE	AMOUNT	OBS	REC/STD/UNIQUE
0001	0001	105-06845		1.0000	LS	@ \$ 39,000.00 =	\$ 39,000.00	N	S
			CONSTRUCTION ENGINEERING						
0002	0001	107-09358		5.0000	EACH	@ \$ 516.67 =	\$ 2,583.35	N	R 107-C-243
			INSPECTION HOLE DEEPER THAN 3 FT						
0003	0001	107-09367		5.0000	EACH	@ \$ 590.16 =	\$ 2,950.80	N	R 107-C-243
			INSPECTION HOLE 3 FT DEEP OR LESS						
0004	0001	109-08359		1.0000	DOL	@ \$ 1.00 =	\$ 1.00	N	S
			LIQUIDATED DAMAGES						
0005	0001	109-08360		1.0000	DOL	@ \$ 1.00 =	\$ 1.00	N	S
			CONTRACT LIENS						
0006	0001	109-08440		1.0000	DOL	@ \$ 1.00 =	\$ 1.00	N	S
			QUALITY ADJUSTMENTS HMA						
0007	0001	109-08443		1.0000	DOL	@ \$ 1.00 =	\$ 1.00	N	S
			QUALITY ADJUSTMENTS TTCD						
0008	0001	109-08444		1.0000	DOL	@ \$ 1.00 =	\$ 1.00	N	S
			QUALITY ADJUSTMENTS FM						
0009	0001	109-08463		1.0000	DOL	@ \$ 1.00 =	\$ 1.00	N	R 109-C-212
			PROJECT ESTIMATE ADJUSTMENT						
0010	0001	109-09377		1.0000	DOL	@ \$ 1.00 =	\$ 1.00	N	S
			QUALITY ADJUSTMENTS PTM						
0011	0001	109-09489		1.0000	DOL	@ \$ 1.00 =	\$ 1.00	N	S
			PAYMENT ADJUSTMENT PG ASPHALT BINDER						
0012	0001	110-01001		1.0000	LS	@ \$ 100,000.00 =	\$ 100,000.00	N	S
			MOBILIZATION AND DEMOBILIZATION						
0013	0001	201-52370		1.0000	LS	@ \$ 50,000.00 =	\$ 50,000.00	N	S 201-C-052
			CLEARING RIGHT OF WAY						
0014	0001	202-02637		880.0000	LFT	@ \$ 25.71 =	\$ 22,624.80	N	U
			PIPE ABANDON AND GROUT FILL						
0015	0001	202-86946		4.0000	EACH	@ \$ 593.76 =	\$ 2,375.04	N	S
			HANDHOLE REMOVE						
0016	0001	202-90277		8.0000	EACH	@ \$ 250.00 =	\$ 2,000.00	N	S
			DETECTOR HOUSING REMOVE						
0017	0001	202-91385		6.0000	EACH	@ \$ 421.00 =	\$ 2,526.00	N	S
			INLET REMOVE						
0018	0001	202-93047		2.0000	EACH	@ \$ 750.00 =	\$ 1,500.00	N	S
			MANHOLE REMOVE						
0019	0001	202-93995		2.0000	EACH	@ \$ 1,087.50 =	\$ 2,175.00	N	S

INDIANA DEPARTMENT OF TRANSPORTATION
CES JOB SUMMARY ESTIMATE

DATE : 11/07/2019
PAGE : 2

JOB NUMBER: 1383237	ESTIMATOR: JENN ALEXANDER	SPEC YEAR: 10
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ON US33 9.42 MILES N OF SR 13 AT CR 36/COLLEGE AVE	SEASON: SUMMER	UNIT SYSTEM: E
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DATE UPDATED: 11/07/2019	LETTING DATE: 02/05/2020	READY FOR CONTRACT DATE: 11/27/2019
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LATITUDE: 350000	PROJECT LENGTH: 0.2420	PAVEMENT WIDTH: 36.0000
LONGITUDE: 890000	LANE MILES/KM: 0.5	PAVEMENT DEPTH: 10

LINE	CAT	ITEM	DESCRIPTION	QTY	UNIT	PRICE	AMOUNT	OBS	REC/STD/UNIQUE
0020	0001	202-93999	SIGNAL POLE FNDN REMOVE	2.0000	EACH	@ \$ 1,340.63 = \$	2,681.26	N	S
0021	0001	202-97009	SIGNAL POLE REMOVE	2.0000	EACH	@ \$ 1,500.00 = \$	3,000.00	N	S
0022	0001	203-02000	FIRE HYDRANT ASSEMBLY REMOVE	3,560.0000	CYS	@ \$ 38.52 = \$	137,131.20	N	S
0023	0001	205-12108	EXCAVATION COMMON	18,540.0000	DOL	@ \$ 1.00 = \$	18,540.00	N	S
0024	0001	205-12109	STORM WATER MANAGEMENT BUDGET	1.0000	LS	@ \$ 34,700.00 = \$	34,700.00	N	S
0025	0001	207-08264	SWQCP PREP AND IMPLEMENTATION LEVEL 1	685.0000	SYS	@ \$ 36.00 = \$	24,660.00	N	S
0026	0001	207-09935	SUBGRADE TREATMENT TYPE II	4,374.0000	SYS	@ \$ 28.52 = \$	124,746.48	N	S
0027	0001	211-09265	SUBGRADE TREATMENT TYPE IC	1,114.0000	CYS	@ \$ 43.37 = \$	48,314.18	N	S
0028	0001	214-11796	STRUCTURE BACKFILL TYPE 2	258.0000	SYS	@ \$ 1.25 = \$	322.50	N	S
0029	0001	214-12244	GEOGRID TYPE IB	60.0000	SYS	@ \$ 10.44 = \$	626.40	N	S
0030	0001	301-12232	GEOTEXTILE FOR SUBGRADE TYPE 2B	20.0000	CYS	@ \$ 98.00 = \$	1,960.00	N	S 301-R-688 EFFECTIVE 12-1-2019
0031	0001	302-07455	COMPACTED AGGREGATE NO 5	115.0000	CYS	@ \$ 82.60 = \$	9,499.00	N	S 302-R-689 EFFECTIVE 12-1-2019
0032	0001	303-01180	DENSE GRADED SUBBASE	24.0000	TON	@ \$ 129.87 = \$	3,116.88	N	S 303-R-690 EFFECTIVE 12-1-2019
0033	0001	304-07783	COMPACTED AGGREGATE NO 53	43.0000	TON	@ \$ 258.00 = \$	11,094.00	N	S
0034	0001	304-07789	HMA PATCHING TYPE D	2,012.0000	TON	@ \$ 80.38 = \$	161,724.56	N	S
			WIDENING WITH HMA TYPE D						

INDIANA DEPARTMENT OF TRANSPORTATION
CES JOB SUMMARY ESTIMATE

DATE : 11/07/2019
PAGE : 3

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ON US33 9.42 MILES N OF SR 13 AT CR 36/COLLEGE AVE	SEASON: SUMMER	UNIT SYSTEM: E
HIGHWAY TYPE: Other Principal Arterial	FT. WAYNE DISTRICT	CONTINGENCY: 0.00%
DATE UPDATED: 11/07/2019	LETTING DATE: 02/05/2020	READY FOR CONTRACT DATE: 11/27/2019
CONTRACT NO: R -41821	CHECKED BY: JASON HOY	DATE CHECKED: 11/07/2019
LATITUDE: 350000	PROJECT LENGTH: 0.2420	PAVEMENT WIDTH: 36.0000
LONGITUDE: 890000	LANE MILES/KM: 0.5	PAVEMENT DEPTH: 10

LINE	CAT	ITEM	DESCRIPTION	QTY	UNIT	PRICE	AMOUNT	OBS	REC/STD/UNIQUE
0035	0001	306-08034		10,109.0000	SYS	@ \$ 2.55 =	\$ 25,777.95	N	S
			MILLING ASPHALT 1 1/2 IN						
0036	0001	401-07335		812.0000	TON	@ \$ 150.75 =	\$ 122,409.00	N	S
			QC/QA-HMA 4 76 SURFACE 9.5 mm						
0037	0001	401-10258		6,616.0000	LFT	@ \$ 0.64 =	\$ 4,234.24	N	S
			JOINT ADHESIVE SURFACE						
0038	0001	401-10259		3,361.0000	LFT	@ \$ 0.56 =	\$ 1,882.16	N	S
			JOINT ADHESIVE INTERMEDIATE						
0039	0001	401-11785		6,616.0000	LFT	@ \$ 0.43 =	\$ 2,844.88	N	S
			LIQUID ASPHALT SEALANT						
0040	0001	406-05520		5.0000	TON	@ \$ 699.67 =	\$ 3,498.35	N	S
			ASPHALT FOR TACK COAT						
0041	0001	604-06070		377.0000	SYS	@ \$ 69.16 =	\$ 26,073.32	N	S
			SIDEWALK CONCRETE						
0042	0001	604-08086		63.0000	SYS	@ \$ 210.00 =	\$ 13,230.00	N	S
			CURB RAMP CONCRETE						
0043	0001	604-12083		15.0000	SYS	@ \$ 148.50 =	\$ 2,227.50	N	S
			DETECTABLE WARNING SURFACES						
0044	0001	605-02278		352.0000	LFT	@ \$ 24.92 =	\$ 8,771.84	N	S
			CURB REMOVE						
0045	0001	605-02493		215.0000	SYS	@ \$ 102.05 =	\$ 21,940.75	N	S
			CURB ISLAND CONCRETE						
0046	0001	605-06140		3,311.0000	LFT	@ \$ 30.33 =	\$ 100,422.63	N	S
			CURB AND GUTTER CONCRETE						
0047	0001	610-07788		52.0000	TON	@ \$ 140.00 =	\$ 7,280.00	N	S
			HMA FOR APPROACHES TYPE D						
0048	0001	610-08446		428.0000	SYS	@ \$ 59.15 =	\$ 25,316.20	N	S
			PCCP FOR APPROACHES 6 IN						
0049	0001	610-09108		258.0000	SYS	@ \$ 100.00 =	\$ 25,800.00	N	S
			PCCP FOR APPROACHES 9 IN						
0050	0001	611-06497		10.0000	EACH	@ \$ 190.83 =	\$ 1,908.30	N	S
			MAILBOX ASSEMBLY SINGLE						
0051	0001	615-06490		23.0000	EACH	@ \$ 185.21 =	\$ 4,259.83	N	S
			RIGHT OF WAY MARKER						
0052	0001	615-06505		5.0000	EACH	@ \$ 859.50 =	\$ 4,297.50	N	S
			MONUMENT B						
0053	0001	616-06405		6.0000	TON	@ \$ 89.87 =	\$ 539.22	N	S

INDIANA DEPARTMENT OF TRANSPORTATION
CES JOB SUMMARY ESTIMATE

DATE : 11/07/2019
PAGE : 4

JOB NUMBER: 1383237	ESTIMATOR: JENN ALEXANDER	SPEC YEAR: 10
DESCRIPTION: OTHER INTERSECTION IMPROVEMENT	COUNTY: C020	WORK TYPE: P000
ON US33 9.42 MILES N OF SR 13 AT CR 36/COLLEGE AVE	SEASON: SUMMER	UNIT SYSTEM: E
HIGHWAY TYPE: Other Principal Arterial	FT. WAYNE DISTRICT	CONTINGENCY: 0.00%
DATE UPDATED: 11/07/2019	LETTING DATE: 02/05/2020	READY FOR CONTRACT DATE: 11/27/2019
CONTRACT NO: R -41821	CHECKED BY: JASON HOY	DATE CHECKED: 11/07/2019
LATITUDE: 350000	PROJECT LENGTH: 0.2420	PAVEMENT WIDTH: 36.0000
LONGITUDE: 890000	LANE MILES/KM: 0.5	PAVEMENT DEPTH: 10

LINE	CAT	ITEM	DESCRIPTION	QTY	UNIT	PRICE	AMOUNT	OBS	REC/STD/UNIQUE
0054	0001	616-06451	RIPRAP REVETMENT	224.0000	TON	@ \$ 75.04 = \$	16,808.96	N	S
0055	0001	616-12246	RIPRAP UNIFORM	296.0000	SYS	@ \$ 3.63 = \$	1,074.48	N	S
0056	0001	621-03787	GEOTEXTILE FOR RIPRAP TYPE 1A	0.4000	LBS	@ \$ 245.00 = \$	98.00	N	S
0057	0001	621-06553	SEED MIXTURE D	4.1000	LBS	@ \$ 109.65 = \$	449.56	N	S
0058	0001	621-06574	SEED MIXTURE R	3,336.0000	SYS	@ \$ 7.81 = \$	26,054.16	N	S
0059	0001	628-09402	SODDING	12.0000	MOS	@ \$ 2,001.21 = \$	24,014.52	N	S
0060	0001	715-02181	FIELD OFFICE B	100.0000	LFT	@ \$ 88.51 = \$	8,851.00	N	U
0061	0001	715-04596	SANITARY SEWER SERVICE ADJUSTMENT	6.0000	EACH	@ \$ 1,744.26 = \$	10,465.56	N	U
0062	0001	715-04965	WATER SERVICE	337.0000	LFT	@ \$ 52.00 = \$	17,524.00	N	U
0063	0001	715-04987	WATER SERVICE LINE	2.0000	EACH	@ \$ 1,411.84 = \$	2,823.68	N	U
0064	0001	715-04995	CONNECTION 12 IN	2.0000	EACH	@ \$ 9,518.10 = \$	19,036.20	N	U
0065	0001	715-05149	LINE STOP	1,169.0000	LFT	@ \$ 66.00 = \$	77,154.00	N	S
0066	0001	715-05151	PIPE TYPE 2 CIRCULAR 12 IN	432.0000	LFT	@ \$ 40.15 = \$	17,344.80	N	S
0067	0001	715-05152	PIPE TYPE 2 CIRCULAR 15 IN	463.0000	LFT	@ \$ 58.12 = \$	26,909.56	N	S
0068	0001	715-05153	PIPE TYPE 2 CIRCULAR 18 IN	175.0000	LFT	@ \$ 62.60 = \$	10,955.00	N	S
0069	0001	715-05154	PIPE TYPE 2 CIRCULAR 21 IN	180.0000	LFT	@ \$ 68.14 = \$	12,265.20	N	S
0070	0001	715-06050	PIPE TYPE 2 CIRCULAR 24 IN	2.0000	EACH	@ \$ 966.67 = \$	1,933.34	N	U
0071	0001	715-08305	CAP	333.0000	TON	@ \$ 115.83 = \$	38,571.39	N	S
			HMA FOR STRUCTURE INSTALLATION TYPE B						

INDIANA DEPARTMENT OF TRANSPORTATION
CES JOB SUMMARY ESTIMATE

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PAGE : 5

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0072	0001	715-09064		2,419.0000	LFT	@ \$ 1.43 =	\$ 3,459.17	N	S
			VIDEO INSPECTION FOR PIPE						
0073	0001	715-09883		4.0000	EACH	@ \$ 3,216.93 =	\$ 12,867.72	N	U
			VALVE WITH BOX 6 IN						
0074	0001	715-11896		6.0000	EACH	@ \$ 2,413.52 =	\$ 14,481.12	N	U
			WATER SERVICE CONNECTION 3 IN						
0075	0001	715-46020		1.0000	EACH	@ \$ 1,510.65 =	\$ 1,510.65	N	S
			PIPE END SECTION DIA 24 IN						
0076	0001	715-94530		5.0000	EACH	@ \$ 425.00 =	\$ 2,125.00	N	U
			ADJUST WATER VALVE TO GRADE						
0077	0001	715-94780		550.0000	LFT	@ \$ 119.75 =	\$ 65,862.50	N	U
			WATER MAIN DUCTILE IRON 6 IN						
0078	0001	718-04986		4.0000	EACH	@ \$ 564.01 =	\$ 2,256.04	N	U
			CLEANOUT						
0079	0001	720-11486		1.0000	EACH	@ \$ 1,907.12 =	\$ 1,907.12	N	S
			MANHOLE E7 MODIFIED						
0080	0001	720-44000		10.0000	EACH	@ \$ 687.61 =	\$ 6,876.10	N	S , MANHOLE, INLET OR CATCH BASIN
			CASTING ADJUST TO GRADE MANHOLE						
0081	0001	720-45410		5.0000	EACH	@ \$ 3,083.50 =	\$ 15,417.50	N	S
			MANHOLE C4						
0082	0001	720-90349		1.0000	EACH	@ \$ 3,866.67 =	\$ 3,866.67	N	S
			MANHOLE C8						
0083	0001	720-90984		2.0000	EACH	@ \$ 2,400.00 =	\$ 4,800.00	N	S
			MANHOLE C2						
0084	0001	720-96999		2.0000	EACH	@ \$ 5,420.82 =	\$ 10,841.64	N	U
			FIRE HYDRANT ASSEMBLY						
0085	0001	720-98174		13.0000	EACH	@ \$ 2,347.29 =	\$ 30,514.77	N	S
			INLET B15						
0086	0001	720-98555		17.0000	EACH	@ \$ 2,799.95 =	\$ 47,599.15	N	S
			INLET C15						
0087	0001	801-01504		20.0000	EACH	@ \$ 66.00 =	\$ 1,320.00	N	S
			TEMPORARY PVMT MSG MKG LANE IND ARROW						
0088	0001	801-06203		4,914.0000	LFT	@ \$ 0.66 =	\$ 3,243.24	N	S
			TEMPORARY PVMT MARKING 4 IN						
0089	0001	801-06207		14,816.0000	LFT	@ \$ 1.01 =	\$ 14,964.16	N	S

INDIANA DEPARTMENT OF TRANSPORTATION
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PAGE : 6

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LINE	CAT	ITEM	DESCRIPTION	QTY	UNIT	PRICE	AMOUNT	OBS	REC/STD/UNIQUE
0090	0001	801-06211	TEMPORARY PVMT MARKING REMOVABLE 4 IN	10.0000	EACH	@ \$ 76.40 = \$	764.00	N	S
0091	0001	801-06577	TEMP PVMT MSG MKG REMOVABLE LANE ARROW	169.0000	LFT	@ \$ 7.21 = \$	1,218.49	N	S
0092	0001	801-06586	TEMPORARY PVMT MKG REMOVABLE 24 IN	2,044.0000	LFT	@ \$ 0.25 = \$	511.00	N	S
0093	0001	801-06640	TEMPORARY PVMT MARKING 8 IN	20.0000	EACH	@ \$ 145.43 = \$	2,908.60	N	S 801-R-542
0094	0001	801-06775	CONSTRUCTION SIGN A	1.0000	LS	@ \$ 90,000.00 = \$	90,000.00	N	S 801-C-157
0095	0001	801-11642	MAINTAINING TRAFFIC	2.0000	EACH	@ \$ 4,702.50 = \$	9,405.00	N	S
0096	0001	801-11692	PORTABLE CHANGEABLE MESSAGE SIGN	255.0000	LFT	@ \$ 2.55 = \$	650.25	N	S
0097	0001	802-05701	TEMPORARY PVMT MARKING 12 IN	53.0000	LFT	@ \$ 12.00 = \$	636.00	N	S
0098	0001	802-05702	SIGN POST SQ 1 REINFORCED ANCHOR BASE	21.0000	LFT	@ \$ 16.20 = \$	340.20	N	S
0099	0001	802-09838	SIGN POST SQ 2 REINFORCED ANCHOR BASE	108.0000	SFT	@ \$ 14.00 = \$	1,512.00	N	S
0100	0001	802-97812	SIGN SHEET WITH LEGEND 0.080 IN	4.0000	EACH	@ \$ 370.00 = \$	1,480.00	N	U
0101	0001	805-01300	STREET NAME IDENTIFICATION SIGN	2.0000	EACH	@ \$ 2,163.06 = \$	4,326.12	N	S 202-T-161
0102	0001	805-01815	TRAFFIC SIGNAL EQUIPMENT REMOVE	4.0000	EACH	@ \$ 2,977.50 = \$	11,910.00	N	S 100-C-166 PERMANENT SIGNAL INSTALLATION
0103	0001	805-01842	SIGNAL POLE FNDN 36 IN X 144 IN	10.0000	EACH	@ \$ 1,345.06 = \$	13,450.60	N	S 100-C-166 PERMANENT SIGNAL INSTALLATION
0104	0001	805-02150	HANDHOLE SIGNAL TYPE 1	4.0000	EACH	@ \$ 729.68 = \$	2,918.72	N	S 100-C-166 PERMANENT

INDIANA DEPARTMENT OF TRANSPORTATION
CES JOB SUMMARY ESTIMATE

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PAGE : 7

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LINE	CAT	ITEM	DESCRIPTION	QTY	UNIT	PRICE	AMOUNT	OBS	REC/STD/UNIQUE
0105	0001	805-02445	PEDESTRIAN SIGNAL HEAD COUNTDOWN 18 IN	1.0000	EACH	@ \$ 20,955.90 = \$	20,955.90	N	SIGNAL INSTALLATION S 100-C-166 PERMANENT SIGNAL INSTALLATION
0106	0001	805-02645	CONTROLLER AND CABINET P1	4.0000	EACH	@ \$ 1,138.44 = \$	4,553.76	N	S SIGNAL PEDESTAL FOUNDATION, A
0107	0001	805-04133	SIGNAL POLE PEDESTAL 12 FT	2.0000	EACH	@ \$ 1,200.00 = \$	2,400.00	N	S
0108	0001	805-05405	SIGNAL POLE PEDESTAL 4 FT	2.0000	EACH	@ \$ 770.00 = \$	1,540.00	N	S
0109	0001	805-06595	CONDUIT PVC 2 IN	631.0000	LFT	@ \$ 15.09 = \$	9,521.79	N	S
0110	0001	805-11815	CONDUIT HDPE 2 IN SCHEDULE 80	1,558.0000	LFT	@ \$ 13.19 = \$	20,550.02	N	S
0111	0001	805-11817	PEDESTRIAN PUSH BUTTON APS	4.0000	EACH	@ \$ 943.57 = \$	3,774.28	N	S 805-T-202
0112	0001	805-78205	TRAFFIC SIGNAL HEAD 3 SECTION 12 IN	8.0000	EACH	@ \$ 733.62 = \$	5,868.96	N	S 100-C-166
0113	0001	805-78225	TRAFFIC SIGNAL HEAD 4 SECTION 12 IN	4.0000	EACH	@ \$ 1,075.05 = \$	4,300.20	N	S 100-C-166
0114	0001	805-78415	SPAN CATENARY AND TETHER	4.0000	EACH	@ \$ 3,059.33 = \$	12,237.32	N	S
0115	0001	805-78420	DISCONNECT HANGER	4.0000	EACH	@ \$ 328.94 = \$	1,315.76	N	S
0116	0001	805-78445	SIGNAL SERVICE	1.0000	EACH	@ \$ 1,003.30 = \$	1,003.30	N	S
0117	0001	805-78467	SIGNAL CABLE SERVICE COPPER 3C/8GA	16.0000	LFT	@ \$ 4.70 = \$	75.20	N	S
0118	0001	805-78470	SIGNAL CABLE ROADWAY LOOP COPPER	4,328.0000	LFT	@ \$ 0.55 = \$	2,380.40	N	S

INDIANA DEPARTMENT OF TRANSPORTATION
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PAGE : 8

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LINE	CAT	ITEM	DESCRIPTION	QTY	UNIT	PRICE	AMOUNT	OBS	REC/STD/UNIQUE
0119	0001	1C/14GA 805-78485		2,300.0000	LFT	@ \$ 2.50 = \$	5,750.00	N	S
		SIGNAL CABLE CONTROL COPPER 5C/14GA							
0120	0001	805-78490		966.0000	LFT	@ \$ 2.16 = \$	2,086.56	N	S
		SIGNAL CABLE CONTROL COPPER 7C/14GA							
0121	0001	805-78510		5,201.0000	LFT	@ \$ 1.25 = \$	6,501.25	N	S
		SIGNAL CABLE DETECTOR LEAD-IN CU 2C/16GA							
0122	0001	805-78785		12.0000	EACH	@ \$ 1,000.00 = \$	12,000.00	N	S
		SIGNAL DETECTOR HOUSING							
0123	0001	805-78795		1,468.0000	LFT	@ \$ 9.00 = \$	13,212.00	N	S
		SAW CUT FOR ROADWAY LOOP AND SEALANT							
0124	0001	805-78925		1.0000	EACH	@ \$ 1,112.05 = \$	1,112.05	N	S
		CONTROLLER CABINET FNDN P1							
0125	0001	805-81060		4.0000	EACH	@ \$ 7,210.50 = \$	28,842.00	N	S
		SIGNAL POLE STEEL STRAIN 36 FT							
0126	0001	807-02780		2.0000	EACH	@ \$ 410.00 = \$	820.00	N	U
		LUMINAIRE MAST ARM 8 FT							
0127	0001	807-04428		171.0000	LFT	@ \$ 10.00 = \$	1,710.00	N	M
		CABLE DUCT							
0128	0001	807-86810		1.0000	EACH	@ \$ 6,540.00 = \$	6,540.00	N	S
		SERVICE POINT II							
0129	0001	807-95889		171.0000	LFT	@ \$ 1.00 = \$	171.00	N	S
		WIRE NO 10 CU 1/C							
0130	0001	808-01428		150.0000	LFT	@ \$ 4.00 = \$	600.00	N	U
		TEMPORARY TRANSV MKG WHITE STOP 24 IN							
0131	0001	808-05866		16.0000	SYS	@ \$ 22.49 = \$	359.84	N	S
		PAVEMENT MESSAGE MARKING REMOVE							
0132	0001	808-05929		453.0000	LFT	@ \$ 2.29 = \$	1,037.37	N	S
		TRANSVERSE MKG THERMO CROSSWALK 8 IN							
0133	0001	808-06368		204.0000	LFT	@ \$ 2.60 = \$	530.40	N	S
		TRANSVERSE MARKING REMOVE							
0134	0001	808-06703		2,700.0000	LFT	@ \$ 0.74 = \$	1,998.00	N	S
		LINE THERMOPLASTIC SOLID WHITE 4 IN							
0135	0001	808-06716		4,978.0000	LFT	@ \$ 0.68 = \$	3,385.04	N	S
		LINE REMOVE							
0136	0001	808-12032		7,363.0000	LFT	@ \$ 0.25 = \$	1,840.75	N	S

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PAGE : 9

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0137	0001	808-75245	GROOVING FOR PAVEMENT MARKINGS LINE THERMOPLASTIC SOLID YELLOW 4 IN	2,214.0000	LFT	@ \$ 1.22 = \$	2,701.08	N	S
0138	0001	808-75278	TRANSVERSE MKG THERMO XHATCH YELLOW 12IN	255.0000	LFT	@ \$ 2.55 = \$	650.25	N	S
0139	0001	808-75297	TRANSVERSE MKG THERMO STOP WHITE 24IN	150.0000	LFT	@ \$ 5.74 = \$	861.00	N	S
0140	0001	808-75320	PAVEMENT MSG MKG THERMO LANE IND ARROW	20.0000	EACH	@ \$ 88.05 = \$	1,761.00	N	S
0141	0001	808-75996	SNOWPLOWABLE RAISED PVMT MARKER REMOVE	58.0000	EACH	@ \$ 19.25 = \$	1,116.50	N	S
0142	0001	808-75998	SNOWPLOWABLE RAISED PAVEMENT MARKER	76.0000	EACH	@ \$ 48.72 = \$	3,702.72	N	S
0143	0001	808-92027	LINE THERMOPLASTIC SOLID YELLOW 8 IN	1,591.0000	LFT	@ \$ 0.71 = \$	1,129.61	N	S

ESTIMATE ITEM TOTAL	=	\$ 2,101,745.37
INFLATED ESTIMATE TOTAL	=	\$ 2,101,745.38
CONTINGENCY (0.00%)	=	\$ 0.00
TOTAL ESTIMATE	=	\$ 2,101,745.38

NOTE: The estimate item total includes all alternate items. The other estimate totals include only low cost alternate items.

COMMON COUNCIL RESOLUTION 2020-18

Endorsing the Elkhart County Health Department's Mandate on Wearing Face Coverings and Recommending a Reduction in the Maximum Number of Attendees at Any Private or Public Gathering

WHEREAS, the City of Goshen Common Council ("Common Council") supports measures to maintain the general well-being of our City and County by:

- A. Protecting the lives of the vulnerable.
- B. Keeping Elkhart County businesses open and Elkhart County residents employed.
- C. Addressing the needs identified by the Elkhart County hospital systems, medical professionals, and business owners, who have asked for Elkhart County to require face coverings.
- D. Assisting the residents and businesses of Elkhart County that jointly share the responsibility of maintaining community health.
- E. Ensuring Elkhart County residents have safe work environments, safe outlets for recreation, and safe environments at home.
- F. Preparing the best means for allowing schools to reopen in the Fall.

WHEREAS, the Common Council recognizes that the data surrounding COVID-19's impact on Elkhart County since businesses began to reopen and social gatherings began to increase in size and frequency suggests that the State could take additional measures to restrict Elkhart County activities in a way that negatively impacts the economy of Elkhart County.

WHEREAS, the following summarizes the changes in Elkhart County's COVID-19 activity since businesses were allowed to begin reopening, and the permitted size and frequency of private and public gatherings increased:

A. On May 1, 2020, Governor Holcomb issued Executive Order 20-26¹, which initiated for Elkhart County Stage 2 of the Governor's plan to reopen businesses and entities and increased the allowed size of private and public gatherings from 10 to 25.

B. On May 1, 2020, Elkhart County had 295 positive COVID-19 cases, representing 1.5% of the total positive COVID-19 cases in the state of Indiana.

C. During the three weeks of Stage 2, Elkhart County more than tripled its COVID-19 positive cases moving from 295 to 895 positive COVID-19 cases on May 21, 2020.

D. The 600 new positive COVID-19 cases in Elkhart County during Stage 2 represented 5.4% of the total new positive COVID-19 cases confirmed throughout the State of Indiana during Stage 2.

E. On May 21, 2020, Governor Holcomb issued Executive Order 20-28, which initiated for Elkhart County Stage 3 of the Governor's plan to reopen businesses and entities and increased the allowed size of private and public gatherings from 25 to 100.

F. During the three weeks of Stage 3, Elkhart County more than doubled its COVID-19 positive cases moving from 895 to 1927 positive COVID-19 cases on June 11, 2020.

G. The 1032 new positive COVID-19 cases in Elkhart County during Stage 3 represented 11.8% of the total new positive COVID-19 cases confirmed throughout the State of Indiana during Stage 3.

H. On June 11, 2020, Governor Holcomb issued Executive Order 20-32, which initiated for Elkhart County Stage 4 of the Governor's plan to reopen businesses and entities and increased the size of private and public gatherings from 100 to 250.

I. Section 3.a of Executive Order 20-32 strongly encourages the use of face coverings by all individuals in the state of Indiana.

J. On June 12, 2020, Elkhart County reported one hundred one (101) new positive cases of COVID-19, the highest one-day number of new cases since testing began.

¹ All references to Executive Orders throughout this Resolution shall refer to executive orders issued by Governor Holcomb.

WHEREAS, on April 15, 2020, Mayor Jeremy Stutsman issued COVID-19 Safe Work Practices guidelines to the City of Goshen Staff, requiring all City Employees to wear a mask whenever social distancing was not possible.

WHEREAS, on June 29, 2020, the Elkhart County Health Department issued Public Health Order No. 01-2020 in which Elkhart County Health Officer Dr. Lydia Mertz **mandates face coverings for every** individual living in, working in, or otherwise entering Elkhart County.

NOW, THEREFORE, BE IT RESOLVED by the City of Goshen Common Council as follows:

1. The Common Council fully endorses and supports the Elkhart County Health Department's face covering mandate issued by the Elkhart County Health Department on June 29, 2020.
2. Consistent with the mandate, the Common Council expects and encourages all residents and visitors of Elkhart County to fully comply with the mandate and, subject to the exceptions set forth in the Guidance, wear face coverings any time they are at:
 - a. an indoor area open to the public, including public transportation;
 - b. an outdoor public area where a distance of 6 feet from individuals outside of their household cannot be maintained; or
 - c. a private indoor or outdoor area where a distance of 6 feet from individuals outside of their household cannot be maintained.
3. The Common Council supports requiring all employers in Elkhart County to amend their COVID-19 continued operations plan, first mandated in Section 4 of Executive Order 20-26 and still required by Section 5.b of Executive Order 20-32, to require all employees and visitors to wear face coverings in accordance with Public Health Order No. 01-2020.
4. The Common Council reminds all residents that Stage 4 outlined in Executive Order 20-32 still requires individuals entering open businesses and those individuals attending public and private gatherings to maintain social distancing of at least 6 feet of separation between all individuals of different households.

5. The Common Council strongly recommends that all private and public gatherings in Elkhart County be limited to 50 people. The one exception to this strong recommendation is for any events that have already received approval from the Elkhart County Health Department after a review of the safety and protective measures established for the event (e.g. graduation ceremonies).

This Resolution is passed by the Common Council of the City of Goshen, Indiana on the 16th day of June, 2020

Jeremy P. Stutsman, Presiding Officer

ATTEST: Adam C. Scharf, Clerk-Treasurer

Presented by me to the Mayor of the City of Goshen, Indiana, on the ____ day of _____ 2020

Adam C. Scharf, Clerk-Treasurer

This resolution approved and signed by me on the ____ day of _____ 2020

Jeremy P. Stutsman, Mayor

ORDINANCE 5045

Prohibiting Commercial Vehicles on Main Street

WHEREAS Indiana Code § 9-20-1-3(c) authorizes the city to prohibit the operation of trucks or other commercial vehicles, or impose limitations as to the weight, size or use of trucks or commercial vehicles on designated highways under the city's jurisdiction.

NOW THEREFORE, BE IT ORDAINED by the Goshen Common Council that:

Section 1. Prohibition

In accordance with Indiana Code § 9-20-1-3(c), trucks or commercial vehicles in excess of twenty (20) feet in length are prohibited from operating on Main Street from Pike Street/US 33 to Madison Street except as necessary to make deliveries on Main Street in the prohibited area. The length of the vehicle includes the length of the truck and trailer.

Section 2. Penalty

(a) Any person found violating this ordinance shall be subject to enforcement in accordance with Indiana Code § 34-28-5 et seq. and Indiana Code § 9-30-3 et seq., as each may be amended from time to time.

(c) The court may enter a judgment for violation of this ordinance, in an amount not exceeding Two Thousand Five Hundred Dollars (\$2,500).

Section 3. Exempted Vehicles

This ordinance does not apply to vehicles used solely for personal use, vehicles owned or operated on behalf of federal, state, and local governments, or buses and trolleys that are (45) feet or less.

Section 4. Signs

Appropriate signs shall be posted designating the size of trucks and commercial vehicles that are prohibited from using Main Street from Pike Street/US 33 to Madison Street.

Section 5. Commercial Vehicle

Commercial vehicle has the meaning set forth in 49 CFR 383.5.

Section 6. Severability

The provisions of this ordinance are severable, and the invalidity of any phrase, clause or part of this ordinance shall not affect the validity or effectiveness of the remainder of the ordinance.

Section 7. Other Ordinances

All ordinances and parts of ordinances inconsistent or in conflict with the terms of this ordinance are repealed to the extent of the inconsistency or conflict.

Section 8. Effective Date

This ordinance shall be in full force and effect from and after its passage, approval and adoption according to the laws of the State of Indiana; but only after the posting of signs giving notice of the above prohibition upon or at the entrance to the portion of Main Street that is affected.

PASSED by the Goshen Common Council on _____, 2020.

Presiding Officer

Attest:

Adam Scharf, Clerk-Treasurer

PRESENTED to the Mayor of the City of Goshen on _____, 2020 at
_____ a.m./p.m.

Adam Scharf, Clerk-Treasurer

APPROVED and ADOPTED on _____, 2020.

Jeremy P. Stutsman, Mayor



Rhonda L. Yoder, AICP
PLANNING & ZONING DEPARTMENT, CITY OF GOSHEN
204 East Jefferson Street, Suite 4 • Goshen, IN 46528-3405

Phone (574) 537-3815 • Fax (574) 533-8626 • TDD (574) 534-3185
rhondayoder@goshencity.com • www.goshenindiana.org

MEMORANDUM

TO: Goshen Common Council

FROM: Rhonda L. Yoder, City Planner

DATE: July 7, 2020

RE: Ordinance 5048

The Goshen Plan Commission met on June 16, 2020, in regular session and considered a request for a rezoning from Agricultural A-1 District to Residential R-3 District for ±3.93 acres, for the development of approximately 48 apartments in four buildings, generally located on the east side of Indiana Avenue and the north side of Plymouth Avenue, with a common address of 1006 S Indiana Avenue, with the following outcome:

Forwarded to the Goshen Common Council with a favorable recommendation by a vote of 8-0.

The recommendation is based on the following:

1. The rezoning is not inconsistent with the existing land use in the area, which includes a mix of commercial, institutional and residential land uses.
2. The rezoning is consistent with the Comprehensive Plan, including:
 - Neighborhoods & Housing, Goal N-7: Expand housing options and opportunities.
3. The R-3 District requirements will be met, including all requirements adjacent to residential land use.

Prior to the Plan Commission meeting, comments/updates were received as follows (copies attached):

- Karl Sommers, 850 Walden Lane, email with concerns
- Greg Hoogenboom, owner of corner parcel, email with concerns
- Gregg Lanzen, First Baptist Church, email in support
- Jose & Mayra Garcia to Greg Hoogenboom, letter of coordination
- Greg Hoogenboom, email stating letter of coordination received

At the Plan Commission meeting, the property owners to the east at 815 W Plymouth Avenue, asked the following questions, and were provided the following information:

- When was the Traffic Impact Study (TIS) done? *JPR replied that the TIS was done in February 2020 when the Middle School was in session.*
- What will the landscaping border be like and what size? *JPR replied that the landscape border will be an evergreen hedge with deciduous shrubs, 4-5' in width on the ground, with the evergreens 4-6' tall at the start, and 10-12' tall at maturity.*

Ordinance 5048

An Ordinance to Amend Ordinance No. 3011, Known as the Zoning and Use Regulations Ordinance for the City of Goshen, Indiana, by Rezoning the Area of Real Estate Hereinafter Described from Agricultural A-1 District to Residential R-3 District

WHEREAS Julia Ann Ramer, Elmer Stealy, Diane Stealy, Mayra Garcia, and Jones Petrie Rafinski submitted an application on the 27th day of May 2020 to rezone the real estate hereinafter described from Agricultural A-1 District to Residential R-3 District, and the Goshen City Plan Commission did after proper legal notice conduct a hearing on said Petition as provided by the Law on the 16th day of June 2020, and recommended the adoption of this Ordinance by a vote of 8-0.

NOW, THEREFORE be it ordained by the Common Council of the City of Goshen, Indiana, that:

Property generally located on the east side of Indiana Avenue and the north side of Plymouth Avenue, with a common address of 1006 S Indiana Avenue, containing ± 3.93 acres, and more particularly described as follows:

Beginning at a nail in the center line of the pavement of State Highway No. 119 marking the Southwest corner of the Northwest one-quarter of Section 16, Township 36 North, Range 6 East, Elkhart County, Indiana; thence North zero degrees and 46 minutes West, along the West line of said Section, 532.05 feet; thence North 89 degrees and 40 minutes East, 439.7 feet to an iron stake; thence South zero degrees and 26 minutes East, 533.3 feet to the center line of the aforesaid State Highway; thence South 89 degrees and 50 minutes West, along the centerline of said Highway, 436.6 feet to the place of beginning.

LESS AND EXCEPT:

Part of the Northwest Quarter of Section 16, Township 36 North, Range 6 East, more particularly described as follows:

Commencing at the Southwest Corner of the aforesaid quarter section and the intersection of County Road 21 and State Road 119; thence due North (assumed) along the west line of the aforesaid section and County Road 21, 235.60 feet; thence South 89 degrees 7 minutes east 184.89 feet; thence due south 235.60 feet to the south line of the aforesaid quarter section and State Road 119; thence North 89 degrees 7 minutes West along the south line of the aforementioned quarter section and State Road 119 a distance of 184.89 feet to the point of beginning.

ALSO LESS AND EXCEPT:

All public rights-of-way of record.

All of the above shall be rezoned from Agricultural A-1 District to Residential R-3 District, and the zone maps designated and referred to in Ordinance No. 3011 shall hereby be amended and ordered amended to reflect such classification and rezoning of said real estate.

PASSED by the Common Council of the City of Goshen on _____, 2020.

Presiding Officer

Attest:

Adam C. Scharf, Clerk-Treasurer

PRESENTED to the Mayor of the City of Goshen on _____, 2020 at _____ a.m./p.m.

Adam C. Scharf, Clerk-Treasurer

APPROVED AND ADOPTED by the Mayor of the City of Goshen on _____, 2020.

Jeremy P. Stutsman, Mayor

To: Goshen City Plan Commission/Goshen Common Council
From: Rhonda L. Yoder, Planning & Zoning Administrator
Subject: 20-03R – Rezoning, Agricultural A-1 to Residential R-3
1006 S Indiana Avenue, east side of Indiana Avenue, north side of Plymouth Avenue
Date: June 16, 2020

ANALYSIS

Mayra Garcia, Jones Petrie Rafinski, Julia Ann Ramer, and Elmer & Diane Stealy request a rezoning from Agricultural A-1 District to Residential R-3 District for ± 3.93 acres, for the development of approximately 48 apartments in four buildings. The subject property is generally located on the east side of Indiana Avenue and the north side of Plymouth Avenue, with a common address of 1006 S Indiana Avenue.

The subject property is a single tax parcel, ± 3.93 acres, with $\pm 295'$ of frontage along Indiana Avenue and $\pm 252'$ of frontage along Plymouth Avenue. The property is undeveloped and is zoned Agricultural A-1. It surrounds an undeveloped one-acre A-1 parcel immediately on the northeast corner of Indiana & Plymouth Avenue. The land use in the area is a mix of residential, institutional (Goshen Middle School on the southeast corner, a church on the northwest corner), and commercial, with a gas station, convenience store and car wash on the southwest corner, and medical and professional offices along Indiana and Plymouth.

The subject property was annexed in 1968 and has been zoned A-1 since at least the 1972 zoning map. The A-1 zoning in the area is extensive. The A-1 District permits detached single unit residential dwellings but does not permit multi-unit residential uses.

The proposed rezoning to Residential R-3 is requested for the development of approximately 48 apartments in four buildings. The R-3 District is the only zoning district that permits multi-unit residential development.

Developmental Requirements

Setbacks. Based on the rezoning site plan (enclosed) all parking and driving aisle setback requirements will be met, measured from any new right of way.

Access. One street access is proposed on Indiana Avenue, aligning with the south church access. In discussions with the church, the church proposes to widen their south access to three lanes and close their north access.

Dedication of right of way, 40' from the centerline east, is required along Indiana Avenue to meet arterial street requirements. The petitioners will be responsible for the cost of street improvements along Indiana Avenue, including an added southbound left turn lane and an added northbound right turn lane.

Density. The R-3 District requires 2,000 SF of lot area per dwelling unit, with gross density not exceeding 20 units per acre. The site will have ± 3.85 acres after right of way is dedicated, with approximately 2.2 acres required for the proposed 48 units.

Parking. For multi-unit dwelling units, parking is based on the number of bedrooms. The proposed development would have 8 three bedroom units, 30 two bedroom units, and 10 one bedroom units, requiring a total of 76 on-site parking spaces. A total of 110 parking spaces are proposed, with 20 garage spaces and 90 open spaces.

Sidewalks. The existing sidewalk along Indiana Avenue will be retained and relocated as needed. A new sidewalk is shown along Plymouth Avenue, but is proposed at less than the existing 10' sidewalk.

Landscaping. A conceptual landscape plan includes streetside trees along Indiana & Plymouth, parking lot trees, and partial landscaping adjacent to residential land use (north and east). A final landscape plan will be required, meeting the requirements of Zoning Ordinance Section 5000. The conceptual plan has not been reviewed in detail, but along Indiana Avenue there are overhead power lines so small tree species will be required (11 based on frontage) and the plan shows five large trees.

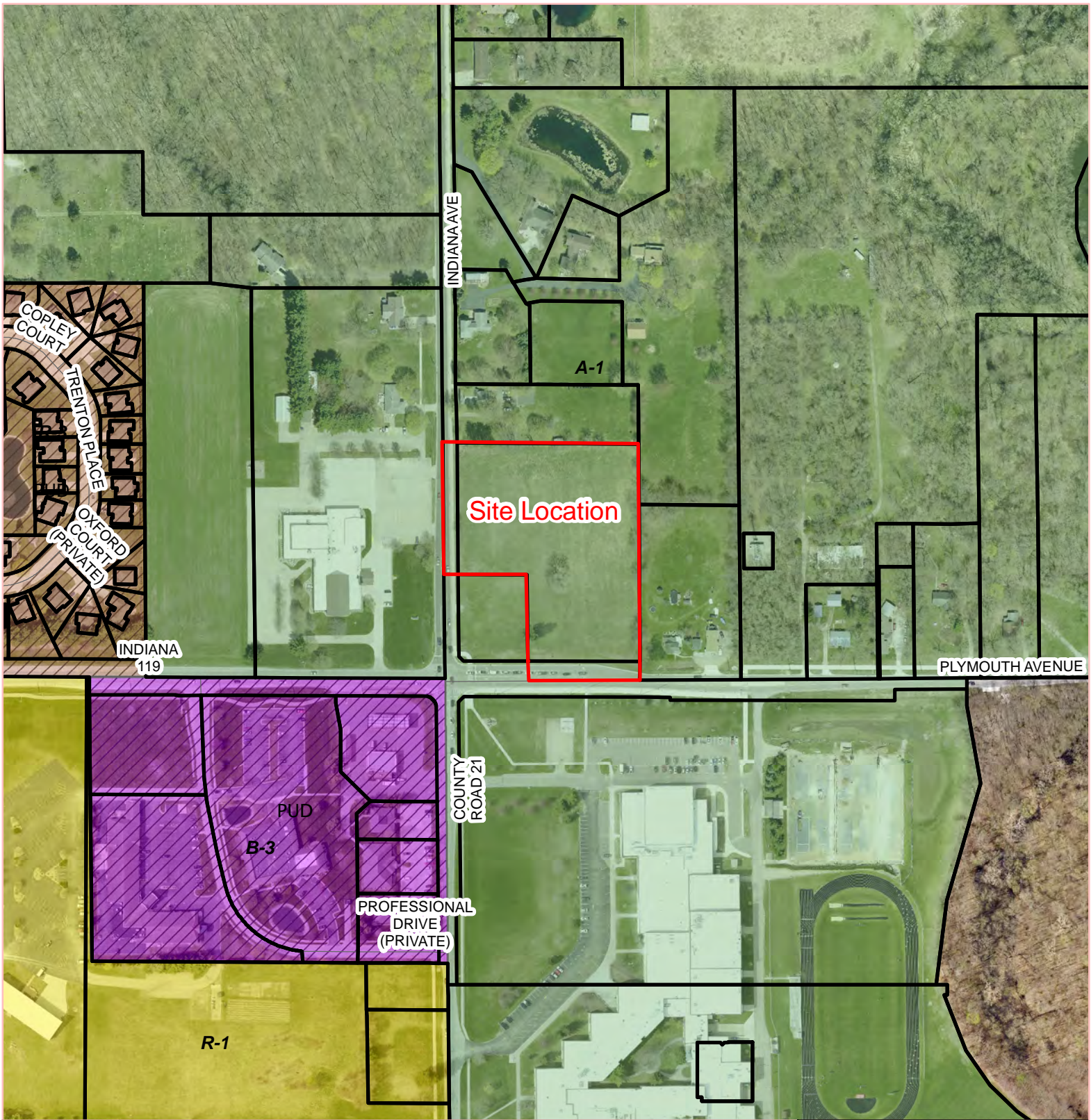
The site and landscape plans submitted with the rezoning are not part of the rezoning and are not being reviewed by the Plan Commission or Council, but demonstrate that R-3 requirements are able to be met for the area to be rezoned.

One concern with the rezoning application is that it does not include the one-acre property immediately on the northeast corner of Indiana and Plymouth. All prior proposals included both properties, to provide a cohesive plan for traffic improvements, limited & shared access, and coordinated uses. Developing around the corner property has the potential to complicate future use of the one-acre corner property. This concern was shared in the pre-submittal process, and the conceptual plans allow for future cross access for the corner parcel. Direct access to Indiana or Plymouth for the corner parcel is not safe, as its frontage lies entirely within the functional limits of the intersection.

RECOMMENDATIONS

Staff notes the following regarding the rezoning request from Agricultural A-1 District to Residential R-3 District for ±3.93 acres, for the development of approximately 48 apartments in four buildings:

1. The rezoning is not inconsistent with the existing land use in the area, which includes a mix of commercial, institutional and residential land uses.
2. The rezoning is consistent with the Comprehensive Plan, including:
 - Neighborhoods & Housing, Goal N-7: Expand housing options and opportunities.
3. The R-3 District requirements will be met, including all requirements adjacent to residential land use.



The City of Goshen's Digital Data is the property of the City of Goshen and Elkhart County, Indiana. All graphic data supplied by the city and county has been derived from public records that are constantly undergoing change and is not warranted for content or accuracy. The city and county do not guarantee the positional or thematic accuracy of the data. The cartographic digital files are not a legal representation of any of the features depicted, and the city and county disclaim any sumption of the legal status they represent. Any implied warranties, including warranties of merchantability or fitness for a particular purpose, shall be expressly excluded. The data represents an actual reproduction of data contained in the city's or county's computer files. This data may be incomplete or inaccurate, and is subject to modifications and changes. City of Goshen and Elkhart County cannot be held liable for errors or omissions in the data. The recipient's use and reliance upon such data is at the recipient's risk. By using this data, the recipient agrees to protect, hold harmless and indemnify the City of Goshen and Elkhart County and its employees and officers. This indemnity covers reasonable attorney fees and all court costs associated with the defense of the city and county arising out of this disclaimer.

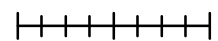
1006 S Indiana Ave

2019 Aerial
Printed May 29, 2020



Feet

0 75 150 300



1 inch = 300 feet

The City of Goshen
Department of
Planning & Zoning

204 East Jefferson Street, Goshen, Indiana 46528
Phone: 574-534-3600 Fax: 574-533-8626



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

May 27, 2020

To: The Planning Commission, City of Goshen, Indiana

We respectfully request that the property currently **Zoned A1** at the address of 1006 S Indiana Avenue Goshen, IN 46626 be rezoned to **R3** in order to develop residential apartments.

The improvements include:

- Four - 2 story apartment buildings.
- A total of 48 apartment units with a breakdown as follows,
 - Eight 3-bedroom units
 - Thirty 2-bedroom units
 - Ten 1-bedroom units
- A maintenance building
- 10 interior garage parking spaces
- 90 exterior parking spaces

The landscaping will meet the City of Goshen standards and is designed to soften the parking lot, compliment, and enhance the buildings and create an inviting and aesthetically pleasing apartment complex. Landscape screening consisting of a combination of evergreen trees, and shrubs will be installed to meet the buffer requirements and be a good neighbor at all property lines adjacent to residentially zoned properties.

Preliminary utility line locations have been mapped in order to ensure that these will not impact the landscape plan. A common greenspace has been included to serve residents. Exterior lighting will be installed throughout the development to create a safe and secure apartment complex in addition to meeting the standard required lighting levels. Stormwater will be collected on-site and conveyed to retention basins to be stored. The retention basins will be sized and designed to meet the City of Goshen standard requirements. The apartment units will connect to and be served by City water and sewer.

As part of this development a Traffic Impact Study (TIS) has been completed. The TIS was developed with an understanding that the property located at the northeast corner of Indiana and Plymouth Avenue may be developed in the future. The driveway is intentionally centrally located on Indiana Avenue in order to serve both the apartment complex and this future developed corner lot. The driveway is placed outside the functional limits of the intersection and aligns with the Church driveway on the west side of Indiana Avenue. Right and left turn lanes will be constructed to improve the traffic flow along Indiana Avenue and provide safe turning movements. The church has requested that their existing southern driveway be widened to include three lanes, and the driveway to the north be removed. The existing bike path along Indiana Avenue will be maintained and new sidewalk will be installed along Plymouth Avenue.

An effort was put into incorporating the corner lot into the proposed development; however it has become cost prohibitive to acquire and incorporate at this time. In 2017 the subject corner lot was listed for \$395,000 for .7 acres. This was equivalent to \$524,286 per acre. After discussion with the property owner the purchase price was reduced to \$225,000 for the .7 acres which is equivalent to \$321,429 per acre. Even when taking this reduction into consideration the purchase price is nearly four times the price per acre of the proposed development site. (Please refer to the included FM Stone listing price.) When paired with the required infrastructure improvements to Indiana Avenue such as turn lane construction, neighboring driveway re-construction, and sidewalk installation/re-construction it has become cost prohibitive to acquire and include at this point in time.

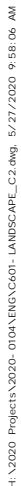
Thank you for considering this request, please contact us with any questions or comments.

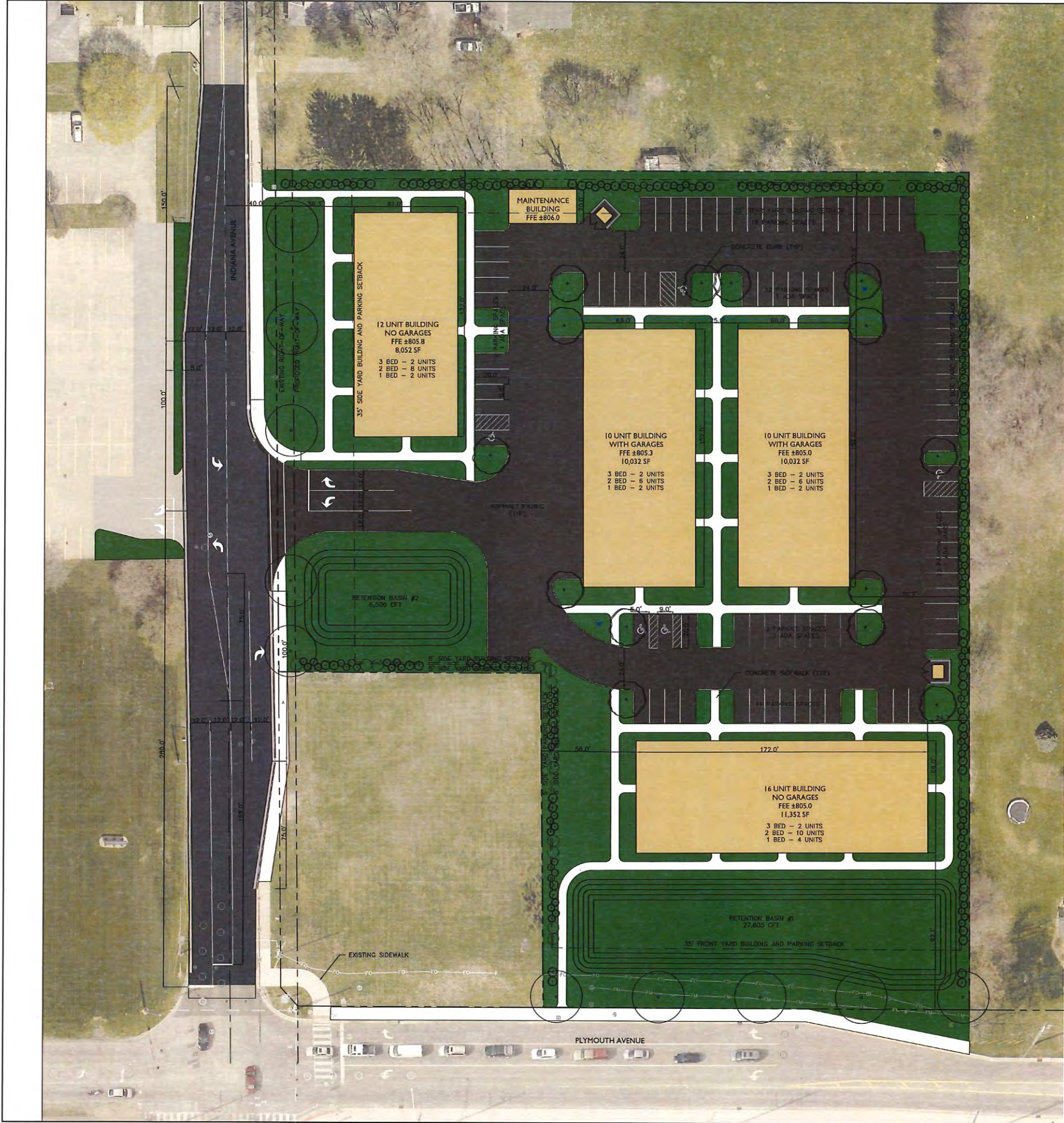
Sincerely,

Andrew Cunningham, PLA

05-22.docx

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TABULATED SITE DATA

1. ACREAGE OF SITE (167,573 SF) 3.85 AC
2. PROPOSED LAND USE:
A. APARTMENT COMPLEX
3 BEDROOM - 8 UNITS
2 BEDROOM - 30 UNITS
1 BEDROOM - 10 UNITS
TOTAL - 48 UNITS
3. PARKING RATIO REQUIRED BY ORDINANCE:
APARTMENT COMPLEX
A. 39,468 SF GROSS FLOOR AREA
B. 1 SPACE PER EFFICIENCY MULTI-FAMILY DWELLING UNIT
C. 1.5 SPACE PER ONE OR TWO BEDROOM MULTI-FAMILY DWELLING UNIT
D. 2 SPACES PER THREE OR MORE BEDROOM MULTI-FAMILY DWELLING UNIT
E. NUMBER OF SPACES REQUIRED - 76
F. NUMBER OF SPACES PROVIDED - 90 (NOT INCLUDING GARAGES)
G. NUMBER OF A.D.A. SPACES PROVIDED - 5
H. NUMBER OF EXTRA SPACES - 14
4. PROPOSED LAND COVERAGE: SQUARE FOOTAGE % OF SITE
A. BUILDING(S) 40,268 24.03%
B. PARKING AND DRIVES 65,209 38.91%
C. OPEN SPACE 62,096 37.06%
TOTAL 167,573 100.00%
5. SURFACE RUN-OFF AND DRAINAGE TO BE COLLECTED ON-SITE AND DISCHARGED IN PROVIDED RETENTION POND.
6. PROPOSED BUILDINGS ARE TO BE TWO STORY.
7. BUILDINGS WILL BE CONNECTED TO THE CITY OF GOSHEN WATER SYSTEM & SANITARY SEWER.
8. PARKING SPACES ARE TO MEET THE CITY OF GOSHEN STANDARDS.
9. PROPOSED ACCESS DRIVE WILL UTILIZE INDIANA AVENUE.

ZONING & SETBACKS

ZONING
EXISTING ZONING - A-1
PROPOSED ZONING - R-3

BUILDING SETBACKS
FRONT YARD 35'
SIDE YARD (INDIANA AVE.) 35'
SIDE YARD (EAST) 6'
REAR YARD 25'

PARKING & DRIVE SETBACKS
FRONT YARD 35'
SIDE YARD (INDIANA AVE.) 35'
SIDE YARD (EAST) 5'
REAR YARD 5'

JONES PETRIE RAFINSKI		REV.	DESCRIPTION	BY	DATE
PR					
GOSHEN APARTMENTS APARTMENT DEVELOPMENT ANCON CONSTRUCTION		PRELIMINARY FOR REVIEW PURPOSES ONLY			
2146 ELKHART RD GOSHEN, IN 46526		SITE PLAN			
DESIGNED BY: CEE					
DRAWN BY: CEE					
DATE: MAY 27, 2020					
JOB NUMBER: 2020-0104					
SCALE: 1"=30'					
C201					

Yoder, Rhonda

Subject: FW: Rezoning Request for 1006 S. Indiana Avenue

Importance: High

From: Karl Sommers <karl@karlsommers.com>

Sent: Monday, June 15, 2020 12:16 PM

To: Lipscomb, Lori <lorilipscomb@goshencity.com>

Subject: Rezoning Request for 1006 S. Indiana Avenue

Importance: High

My name is Karl Sommers. My wife Roxanna and I live at 850 Walden Lane. Our land adjoins the east side of the parcel identified in the Plan Commission's Notice of Public Hearing for June 16 described as follows:

A request for rezoning from Agricultural A-1 District to Residential R-3 District for ± 3.93 acres, for the development of approximately 48 apartments in four buildings. The subject property is generally located on the east side of Indiana Avenue and the north side of Plymouth Avenue, with a common address of 1006 S. Indiana Avenue.

We received notice of this proposal in the mail but we aren't able to attend the meeting on Tuesday afternoon. We are sending this message to register our views.

We object to the proposed rezoning for the following reasons:

1. Neighborhood Crowding. While we agree that residential housing is a good use for this land, we are troubled by the large number of apartments (48) that are proposed to be built in this space. We feel the density per acre is excessive and would prefer to see a limit of 5-7 dwelling units per acre of land. The proposed plan would double that density and would significantly change the character of the community. We believe neighboring property values will drop with this plan which may result in safety and security issues.
2. Safety and traffic congestion. Car traffic at the intersection of Indiana and Plymouth is very heavy, especially during the school year. Adding more entrance and exit drives for the residents of these apartments will increase the danger for drivers as well as pedestrians on the northeast corner of Plymouth and Indiana. Many of these pedestrians are middle school children. Changing the zoning to accommodate this use makes an already congested intersection more dangerous, especially for school children.

Thank you for considering our concerns.

Sincerely,

Karl and Roxanna Sommers

850 Walden Lane
Goshen, IN 46526
(574) 533-7398 (Land)
(574) 536-4640 (Mobile)

Yoder, Rhonda

From: Lisa <llmeade@aol.com>
Sent: Monday, June 15, 2020 1:29 PM
To: Yoder, Rhonda; Gahoogenboom@aol.com
Subject: Indiana & Plymouth update

Rhonda - Greg had some computer issues while trying to send this email. He has asked me to forward this to you.

Hi Rhonda, Hope all is well with you. I know you are busy.

We met with the group concerned with the new apartment complex June 3rd. JPR, ANCON and the Garcia's were there, along with John Piracini. It seems after talking to them, it is a forgone conclusion they will receive the zoning they are requesting. We have a few concerns. If our curb cut on Indiana goes away due to development of either parcel, we would need a deeded access through their property to ours. Secondly, we would want their assurance that they would not contest any use we proposed for our site. Thirdly, JPR promised to get us a copy of the traffic study, which we still have not received. Finally, when we have requested to rezone a property in the past, we have been required to post notice at the site 10 days in advance. As of this morning, there is no notice posted. We were not given much time to react to their proposal for use of the property surrounding ours, so we have not been able to fully evaluate the future use of our site. Perhaps an apartment building or two on our site that we would own has been discussed.

Thanks for hearing our concerns. I appreciate your time.

Greg Hoogenboom.

Lisa L Meade, Vice-President
Hoogenboom Nofziger
1738 W. Lincoln Ave.
Goshen, IN 46526

Office 574-534-4178
Fax 574-534-4783
Cell 574-536-2941

Yoder, Rhonda

Subject: FW: Ref. 1006 S. Indiana Ave

From: Gregg Lanzen <glanzen@fbcgoshen.org>

Sent: Tuesday, June 16, 2020 10:13 AM

To: Lipscomb, Lori <lorilipscomb@goshencity.com>

Subject: Ref. 1006 S. Indiana Ave

Dear Mr. Holtzinger & Plan Commission,

My staff and I have been apprised of the proposed apartment complex Mayra Garcia, and associates, desire to build on Indiana Avenue, opposite from the First Baptist Church (1011 S. Indiana), and have been advised that the developers will be requesting a change of zoning for the property involved at the Plan Commission's 16 June 2020, meeting.

Although our church membership has not taken an official position on the proposals, we also do not oppose the change in zoning nor the proposed apartment complex. Goshen appears to need additional housing and this may be good usage of the land involved.

Please feel free to contact me if you have any questions or need additional information.

Sincerely,

Rev. Gregory Lanzen, MA, Psy.D.

Lead Pastor

First Baptist Church

1011 S. Indiana Ave.

Goshen, IN 46526

Mobile: 574.536.9030

--

Dr. Gregg Lanzen

Courage is almost a contradiction in terms. It means a strong desire to live taking the form of a readiness to die. - G. K. Chesterton



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

June 16, 2020

Dear Mr. Hoogenboom,

As an act of good faith Jose and Mayra present this letter concerning two separate issues with regard to the property with the parcel identification of 20-11-16-151-026.000-015:

1. Jose and Mayra Garcia as the developers of the apartment complex adjacent to the North and East will grant an access easement for the shared use of the driveway located on Indiana Avenue.
2. Jose and Mayra Garcia will not remonstrate against the developer of this property at any public hearing for any residential, office or commercial use deemed acceptable to the City of Goshen and surrounding properties.



Garcia Family Representative:

Mayra Garcia

Printed Name:•

[Signature]

Signature:

June 16, 2020

H:\2020 Projects\2020-0104\Coordination\Hoogenboom\Letter of Coordination_Hoogenboom - 2020-06-16.docx

**200 Nibco Parkway, Suite 200
Elkhart, IN 46516
574.293.7762**

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

**108 W. Columbia Street
Fort Wayne, IN 46802
260.422.2522**

jpr1source.com

Yoder, Rhonda

From: gahoogenboom@aol.com
Sent: Tuesday, June 16, 2020 3:20 PM
To: Yoder, Rhonda; llmeade@aol.com
Subject: Re: Indiana & Plymouth update

Rhonda; Just wanted you to know Andrew from JPR forwarded me a copy of the proposed easement and statement to not protest what may happen on our site. It was signed by Ms. Garcia. The easement will be recorded on the plat. We will not be at the meeting.

Greg