



**GOSHEN REDEVELOPMENT COMMISSION
AGENDA FOR THE REGULAR MEETING OF May 14, 2024**

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

The Goshen Redevelopment Commission will meet on **May 14, 2024** at 3:00 p.m. in the City Court Room/ Council Chambers at the Goshen Police & Court Building, 111 East Jefferson Street, Goshen, Indiana.

1. CALL TO ORDER/ROLL CALL

2. CHANGES TO THE AGENDA

3. APPROVAL OF MINUTES

4. NEW BUSINESS

- a. Resolution 09-2024 Interlocal Agreement between City of Goshen and County of Elkhart for the Establishment of the Marion Branch Quiet Zone
- b. Request to Approve an Agreement Amendment with Abonmarche for the Steury Avenue and Lincoln Avenue Reconstruction & Drainage Improvements Project and authorization for Redevelopment Director to execute the Agreement Amendment
- c. Request to Approve Dedication of Additional Right-of-Way for 65719 SR 15 and 65693 SR 15
- d. Request to Approve Economic Development Agreement with Kosene & Kosene for the Undeveloped 13-acres at the Northeast Corner of Plymouth Avenue and Greene Road

5. APPROVAL OF REGISTER OF CLAIMS

6. MONTHLY REDEVELOPMENT STAFF REPORT

7. OPEN FORUM

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

8. ANNOUNCEMENTS

Next Regular Meeting – June 11, 2024 at 3:00 p.m.

9. EXECUTIVE SESSION

Pursuant to the provisions of the Open Door Law and Indiana Code § 5-14-1.5-6.1(b)(2)(D), the Goshen Redevelopment Commission will meet in executive session at the conclusion of the regular meeting for discussion of strategy with respect to the purchase or lease of real property.

GOSHEN REDEVELOPMENT COMMISSION

Minutes for the Regular Meeting of April 9, 2024

The Goshen Redevelopment Commission met in a regular meeting on April 9, 2024 at 3:00 p.m. in the City Court Room/Council Chambers at the Goshen Police & Court Building, 111 East Jefferson Street, Goshen, Indiana.

CALL TO ORDER/ROLL CALL

The meeting was called to order by President Brian Garber. On call of the roll, the members of the Goshen Redevelopment Commission were shown to be present or absent as follows:

Present: Brian Garber, Brianne Brenneman, Jonathan Graber, Brett Weddell, Bradd Weddell and Colin Yoder

Absent:

APPROVAL OF MINUTES

A motion was made by Commissioner Weddell and seconded by Commissioner Brenneman to approve the minutes of the March 12, 2024 regular meeting.

The motion was adopted unanimously.

Resolution 08-2024 – Approve Funding for and Recommend Award of Bid and Execution of a Contract for the Steury Avenue and Lincoln Avenue Reconstruction and Drainage Improvements Project

Becky Hutsell, Redevelopment Director, three bids were received ranging from 9 to 12 million. The breakdown of the bids is in the memo in the packet. After a full review, recommending to proceed with Niblock Excavating with a base bid of 8,829,875.50 with bid alternate at \$267,882.50 for a bid total of 9,087,758.00. Ms. Hutsell stated the bid has the 1.25% contingency included.

Discussion and questions between commission members and staff.

Councilor Matt Schrock asked Ms. Hutsell questions about the project and stated that the area is excited to have this project moving forward.

A motion was made by Commissioner Weddell and seconded by Commissioner Brenneman to approve Resolution 08-2024.

The motion was adopted unanimously.

Approve a Request for Negotiation of an Agreement with the Goshen Chamber for the Building at 113 West Jefferson Street

Becky Hutsell, Redevelopment Director, in place of doing a resolution, we are asking for permission to negotiate an agreement for the building at 113 West Jefferson Street. Currently evaluating space needs to see if the existing Chamber building is suitable for any city departments. Nick Kieffer, Chamber President, is here to answer any questions, but the commission did not have any.

Questions and discussion between staff and commission members.

If permission is granted, a resolution approving the agreement will be brought before the Commission for final approval.

A motion was made by Commissioner Weddell and seconded by Commissioner Graber to approve the motion authorizing permission to negotiate an agreement for the building at 113 West Jefferson Street.

The motion was adopted unanimously.

APPROVAL OF REGISTER OF CLAIMS

A motion was made by Commissioner Weddell and seconded by Commissioner Yoder to approve payment of the Register of Claims totaling \$567,114.83

MONTHLY REDEVELOPMENT STAFF REPORT

Becky Hutsell, Redevelopment Director, told the commission that she anticipates soon having updated renderings for the Ariel Cycleworks project and development agreement with Kosene to bring to the commission in May.

Ms. Hutsell commented that in mid-March the Indiana Finance Authority Residential Loan Program became available with a due date of April 1, 2024. Worked with Cherry Creek and turned the application around in six days. Awards of the program will be made in June.

Commissioner Brett Weddell thanked Becky Hutsell for all her hard work on the application for Cherry Creek.

OPEN FORUM

No one from the Commission or the public spoke.

ANNOUNCEMENTS

It was announced that the next regular meeting is scheduled for May 14, 2024 at 3:00 p.m.

ADJOURNMENT

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

The motion was adopted unanimously.

The regular meeting was adjourned at 3:42 p.m.

APPROVED on May 14, 2024

GOSHEN REDEVELOPMENT COMMISSION

Brian Garber, President

Brianne Brenneman, Secretary

**GOSHEN REDEVELOPMENT COMMISSION
RESOLUTION 09-2024**

**Interlocal Agreement
with the County of Elkhart
for the Establishment of the Marion Branch Quiet Zone**

WHEREAS the City of Goshen and the County of Elkhart have negotiated an interlocal agreement to coordinate the establishment of a railroad quiet zone on the Marion Branch from Washington Street to County Road 42.

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

NOW, THEREFORE, BE IT RESOLVED that the Goshen Redevelopment Commission approves the terms and conditions of the Interlocal Agreement for the Establishment of the Marion Branch Quiet Zone with the County of Elkhart, a copy of which is attached to and made a part of this resolution.

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

PASSED by the Goshen Redevelopment Commission on May ____, 2024.

President

Secretary

**INTERLOCAL AGREEMENT
BETWEEN CITY OF GOSHEN AND COUNTY OF ELKHART
FOR THE ESTABLISHMENT OF THE MARION BRANCH QUIET ZONE**

THIS INTERLOCAL AGREEMENT is made and entered into on _____, 2024, by and between City of Goshen, Indiana ("City"), by and through the Goshen Board of Public Works and Safety and the Goshen Redevelopment Commission, and with the approval of the Goshen Common Council; and County of Elkhart, Indiana ("County"), by and through the Board of Commissioners of the County of Elkhart, and with the approval of the Elkhart County Council.

WITNESSETH:

WHEREAS, City is in the process of making application to the Federal Railroad Administration to establish a new railroad quiet zone on the Marion Branch from Washington Street to County Road 42, hereinafter referred to as the "Marion Branch Quiet Zone."

WHEREAS, since the proposed new quiet zone includes the public highway-rail grade crossings which are under the authority and control of County, in accordance with 49 C.F.R. § 222.37(a), both City and County must agree to the establishment of the quiet zone, and County must delegate to City the authority to take such actions as are required by 49 C.F.R. pt. 222 to establish the Marion Branch Quiet Zone.

WHEREAS, such actions required to establish and maintain the Marion Branch Quiet Zone by City will include the implementation and maintenance of one or more safety measures at each grade crossing within the new quiet zone.

WHEREAS, I.C. § 36-1-7 et seq. provides that a power that may be exercised by a political subdivision and by another governmental entity may be exercised by one entity on behalf of the other entity if the entities enter into a written agreement under I.C. § 36-1-7-3 and I.C. § 36-1-7-9.

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

Section 1. PURPOSE; DELEGATION OF AUTHORITY; CITY RESPONSIBILITIES.

- (A) This purpose of this agreement is to coordinate the establishment of a new railroad quiet zone on the Marion Branch from Washington Street to County Road 42 ("Marion Branch Quiet Zone"), including the construction, maintenance, and funding for necessary railroad crossing improvements at each grade crossing within the Marion Branch Quiet Zone, hereinafter referred to as "the Project."

- (B) County agrees to the establishment of the Marion Branch Quiet Zone.
- (C) County delegates to City the authority to take all such actions as are required by 49 C.F.R. pt. 222 to establish the new quiet zone, specifically the implementation and maintenance of one or more safety measures at the public highway-rail grade crossings at County Road 42 (DOT# 533515K) and the location of the closed public highway-rail grade crossing at County Road 40 (DOT# 533514D).
- (D) City accepts the delegation of authority from County to take all such actions as required by 49 C.F.R. pt. 222 to establish the Marion Branch Quiet Zone, specifically the implementation and maintenance of one or more safety measures at the public highway-rail grade crossings at County Road 42 (DOT# 533515K) and the location of the closed public highway-rail grade crossing at County Road 40 (DOT# 533514D).
- (E) The public highway-rail grade crossing at County Road 40 (DOT# 533514D) has been permanently closed to highway traffic as a companion project to the construction of the Waterford Mills Parkway overpass. No further railroad crossing improvements will be required at this location.
- (F) The existing crossing at County Road 42 (DOT# 533515K) has one (1) mainline track with one (1) travel lane in each direction. The existing approach pavement and crossing surface is in good condition. The existing crossing has an active warning system consisting of post mounted flashing lights. Due to the quiet zone requirements, City agrees to upgrade the active warning devices to include flashing red lights with gates and constant warning time. In addition to upgrading the active warning devices, 100 feet of channelization devices will be added to both approaches while the pavement markings and signage will be updated to meet MUTCD requirements within a quiet zone. The existing crossing and proposed safety measures to be installed are depicted in Exhibit A. City agrees to meet the Federal Railroad Administration's expectations for construction and completion of the improvements at the public highway-rail grade crossing at County Road 42.
- (G) City agrees to maintain the improvements and safety measures at the public highway-rail grade crossing at County Road 42 (DOT# 533515K) and the location of the closed public highway-rail grade crossing at County Road 40 (DOT# 533514D) as long as the quiet zone exists.

Section 2. DURATION.

- (A) This agreement shall be effective upon its execution by the parties and continue for a period of four (4) years. This this agreement shall automatically renew for additional four-year periods, unless one party gives the other party 90 days' written notice of its intent to terminate the agreement prior to expiration of each four (4) year term.
- (B) This agreement shall automatically terminate if the quiet zone established as part of the Project ceases to exist.
- (C) This agreement shall automatically terminate upon the effective date of the City's annexation of the real estate that includes the right-of-way that consists of the public highway-rail grade crossing at County Road 42 (DOT# 533515K) and the location of the closed public highway-rail grade crossing at County Road 40 (DOT# 533514D).

Section 3. ADMINISTRATION.

City shall serve as the lead agency for the Project, and assumes and agrees to be responsible for the overall administration of the Project, including:

- (A) Filing application for the establishment of a new quiet zone to the Federal Railroad Administration in accordance with 49 C.F.R. § 222.39(b).
- (B) Providing all required written notifications of the intent to create, and if approved, the establishment of the new quiet zone in accordance with 49 C.F.R. § 222.43.
- (C) Design engineering services for the railroad crossing improvements to be constructed for the Project.
- (D) Bidding the construction of the railroad crossing improvements required for the Project.
- (E) Obtaining all necessary permits and approvals required to construct the railroad crossing improvements required for the Project.
- (F) Administering all contract(s) for the construction of the railroad crossing improvements required for the Project, including inspection services.
- (G) Maintaining all documents, contracts, notices or other records required to be maintained in connection with this Project.
- (H) Providing such other general administrative services as are necessary for the Project.

Section 4. FUNDING.

- (A) City shall provide all funding for the Project. City's Redevelopment Commission agrees to provide all funding required for the establishment of the new quiet zone, including the funding the costs for the implementation of one or more safety measures at each grade crossing within the new quiet zone.
- (B) City's Clerk-Treasurer will receive, disburse and account for all monies received and/or expended in the course of carrying out the obligations as set forth in this agreement.

Section 5. REAL ESTATE AND PERSONAL PROPERTY.

- (A) It is not anticipated that additional real estate will be needed to implement the Project. In the event it is necessary to acquire additional real estate for the Project, City shall fund the acquisition of the real estate and shall dedicate the real estate as public right-of-way.
- (B) As long as the Marion Branch Quiet Zone is in effect, the safety measures at each grade crossing within the quiet zone shall be City's for operation and maintenance. County shall have no duties, liabilities, or obligations to operate and maintain such safety measures while the Marion Branch Quiet Zone is in effect as provided by this agreement. In the event the quiet zone status is withdrawn for all or a portion of the Marion Branch Quiet Zone that includes the public highway-rail grade crossing at County Road 42 (DOT#533515K) and/or the location of the closed public highway-rail grade crossing at County Road 40 (DOT# 533514D), then the safety measures for each respective location shall be operated and maintained by the party with jurisdiction over that portion of the former quiet zone.
- (C) In the event that City annexes the real estate that includes the right-of-way that consists of the public highway-rail grade crossings at County Road 42 (DOT# 533515K) and/or the location of

the closed public highway-rail grade crossing at County Road 40 (DOT# 533514D), then the safety measures for the respective location that is annexed shall be operated and maintained by City upon the effective date of annexation for the respective location.

Section 6. LIMITATIONS OF LIABILITY.

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

Section 7. NON-DISCRIMINATION.

Pursuant to I.C. § 22-9-1-10, the parties to this agreement each agree not to discriminate against any employee or applicant for employment to be employed in the performance of any work under this agreement, with respect to the employee's or applicant's hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of an individual's race, religion, color, sex, disability, national origin, or ancestry. Breach of this covenant may be regarded as a material breach of this agreement.

Section 8. EMPLOYMENT ELIGIBILITY VERIFICATION.

Pursuant to I.C. § 22-5-1.7 et seq., the parties to this agreement each agree to enroll in and verify the work eligibility status of all newly hired employees of each respective party through the E-Verify program as defined by I.C. § 22-5-1.7-3; provided, however, the parties are not required to verify the work eligibility status of all newly hired employees after the date of the agreement through the E-Verify Program if the E-Verify Program no longer exists.

Each party to this agreement shall not knowingly employ or contract with an unauthorized alien, or retain an employee or continue to contract with a person that the respective party subsequently learns is an unauthorized alien.

Section 9. ANTI-NEPOTISM.

The parties to this agreement are each aware of the provisions of I.C. § 36-1-21 et seq. with respect to anti-nepotism in contractual relationships with government entities, and agree to comply with such statute.

Section 10. SUPPLEMENTAL DOCUMENTS.

City and County agree to execute any and all supplemental documents and to take any and all supplemental steps as are reasonable and appropriate to accomplish the purposes and provisions of this agreement.

Section 11. NOTICE

Any notice required or permitted under this agreement shall be given to the parties at their respective mailing addresses provided below by deposit in the United States mail, with proper postage affixed thereto, and which notice shall be effective three (3) days after the date of mailing:

City: City of Goshen, Indiana
 Attention: Gina M. Leichty, Mayor
 202 South Fifth Street
 Goshen, Indiana 46528

with a copy to:

City of Goshen Legal Department
Attention: Bodie Stegelmann, City Attorney
204 East Jefferson Street, Suite 2
Goshen, Indiana 46528

County: County of Elkhart, Indiana
 Attention: Jeff Taylor, County Administrator
 117 North Second Street
 Goshen, Indiana 46526

with a copy to:

Craig Buche, Elkhart County Attorney
Yoder, Ainlay, Ulmer & Buckingham, LLP
130 North Main Street
PO Box 575
Goshen, Indiana 46527-0575

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

Section 12. AMENDMENT.

This agreement may be amended only by the mutual written consent of the parties, by the adoption of a resolution approving said amendment as provided by law, and by the execution of an amendment by the parties.

Section 13. SEVERABILITY.

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

Section 14. INDIANA LAW.

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

Section 15. BINDING EFFECT.

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

Section 16. ENTIRE AGREEMENT.

Except as otherwise expressly provided, this agreement supersedes all prior agreements, negotiations, and discussions relative to the subject matter and is a full integration of the agreement of the parties.

Section 17. FILING REQUIREMENTS.

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

Section 18. COUNTERPARTS.

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

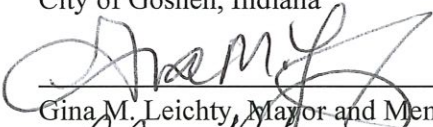
IN WITNESS WHEREOF, the parties have duly executed this agreement pursuant to all requisite authorizations as of the dates set forth below.

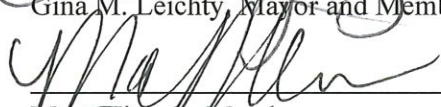
[Signature pages follow.]

1/1

The Goshen Board of Public Works and Safety of the City of Goshen, Indiana, hereby executes the foregoing Interlocal Agreement on April 25, 2024.

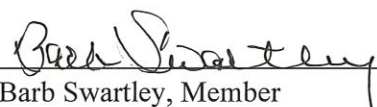
Goshen Board of Public Works and Safety
City of Goshen, Indiana


Gina M. Leichty, Mayor and Member


Mary Nichols, Member

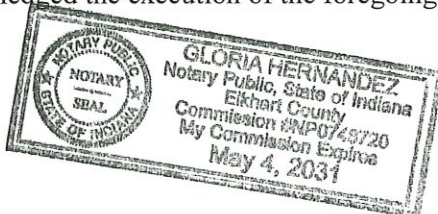

Orv Myers, Member

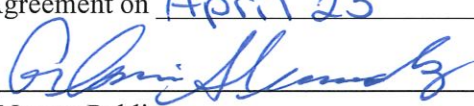
Michael A. Landis, Member


Barb Swartley, Member

STATE OF INDIANA)
) SS:
COUNTY OF ELKHART)

Before me, the undersigned Notary Public, personally appeared Gina M. Leichty, Mayor and Member, Mary Nichols, Member, Orv Myers, Member, Michael A. Landis, Member, and Barb Swartley, Member of the Goshen Board of Public Works and Safety of the City of Goshen, Indiana, and acknowledged the execution of the foregoing Interlocal Agreement on April 25, 2024.




Notary Public

Printed: Gloria Hernandez

County of residence: _____

Commission number: _____

My commission expires: _____

The Goshen Redevelopment Commission of the City of Goshen, Indiana, hereby executes the foregoing Interlocal Agreement on _____, 2024.

Goshen Redevelopment Commission
City of Goshen, Indiana

By: _____
Printed: _____
President

By: _____
Printed: _____
Secretary

STATE OF INDIANA)
) SS:
COUNTY OF ELKHART)

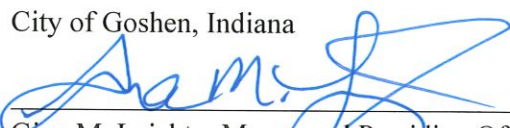
Before me, the undersigned Notary Public, personally appeared _____, President and _____, Secretary of the Goshen Redevelopment Commission of the City of Goshen, Indiana, and acknowledged the execution of the foregoing Interlocal Agreement on _____, 2024.

Notary Public
Printed: _____
County of residence: _____
Commission number: _____
My commission expires: _____

APPROVAL

The Goshen Common Council of the City of Goshen, Indiana hereby approves of the foregoing Interlocal Agreement on April 22, 2024.

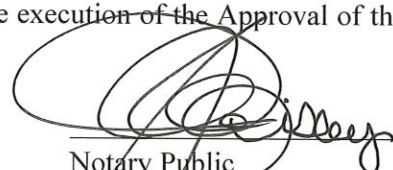
Goshen Common Council
City of Goshen, Indiana


Gina M. Leichty, Mayor and Presiding Officer


Richard R. Aguirre, Clerk-Treasurer

STATE OF INDIANA)
) SS:
COUNTY OF ELKHART)

Before me, the undersigned Notary Public, personally appeared Gina M. Leichty, Mayor and Presiding Officer, and Richard R. Aguirre, Clerk Treasurer, on behalf of the Goshen Common Council of the City of Goshen, Indiana, and acknowledged the execution of the Approval of the foregoing Interlocal Agreement on April 29, 2024.


Notary Public

Printed: Sean M. Nisley

County of residence: Elkhart

Commission number: 699253

My commission expires: Jan. 28, 2025

The Board of Commissioners of the County of Elkhart, on behalf of the County of Elkhart, Indiana, hereby executes the foregoing Interlocal Agreement on _____, 2024.

Board of Commissioners of the County of Elkhart
County of Elkhart, Indiana

Bob Barnes, Commissioner

Bradley D. Rogers, Commissioner

Suzanne Weirick, Commissioner

Attest:

Patricia A. Pickens, Auditor
County of Elkhart, Indiana

STATE OF INDIANA)
) SS:
COUNTY OF ELKHART)

Before me, the undersigned Notary Public, personally appeared Bob Barnes, Commissioner, Bradley D. Rogers, Commissioner, and Suzanne Weirick, Commissioner of the Board of Commissioners of the County of Elkhart, and Patricia A. Pickens, Auditor of the County of Elkhart, Indiana, on behalf of the County of Elkhart, Indiana, and acknowledged the execution of the foregoing Interlocal Agreement on _____, 2024.

Notary Public

Printed: _____

County of residence: _____

Commission number: _____

My commission expires: _____

APPROVAL

The Elkhart County Council of the County of Elkhart, Indiana hereby approves of the foregoing Interlocal Agreement on _____, 2024.

Elkhart County Council
County of Elkhart, Indiana

By: _____
Printed: _____
President

Attest:

Patricia A. Pickens, Auditor
County of Elkhart, Indiana

STATE OF INDIANA)
) SS:
COUNTY OF ELKHART)

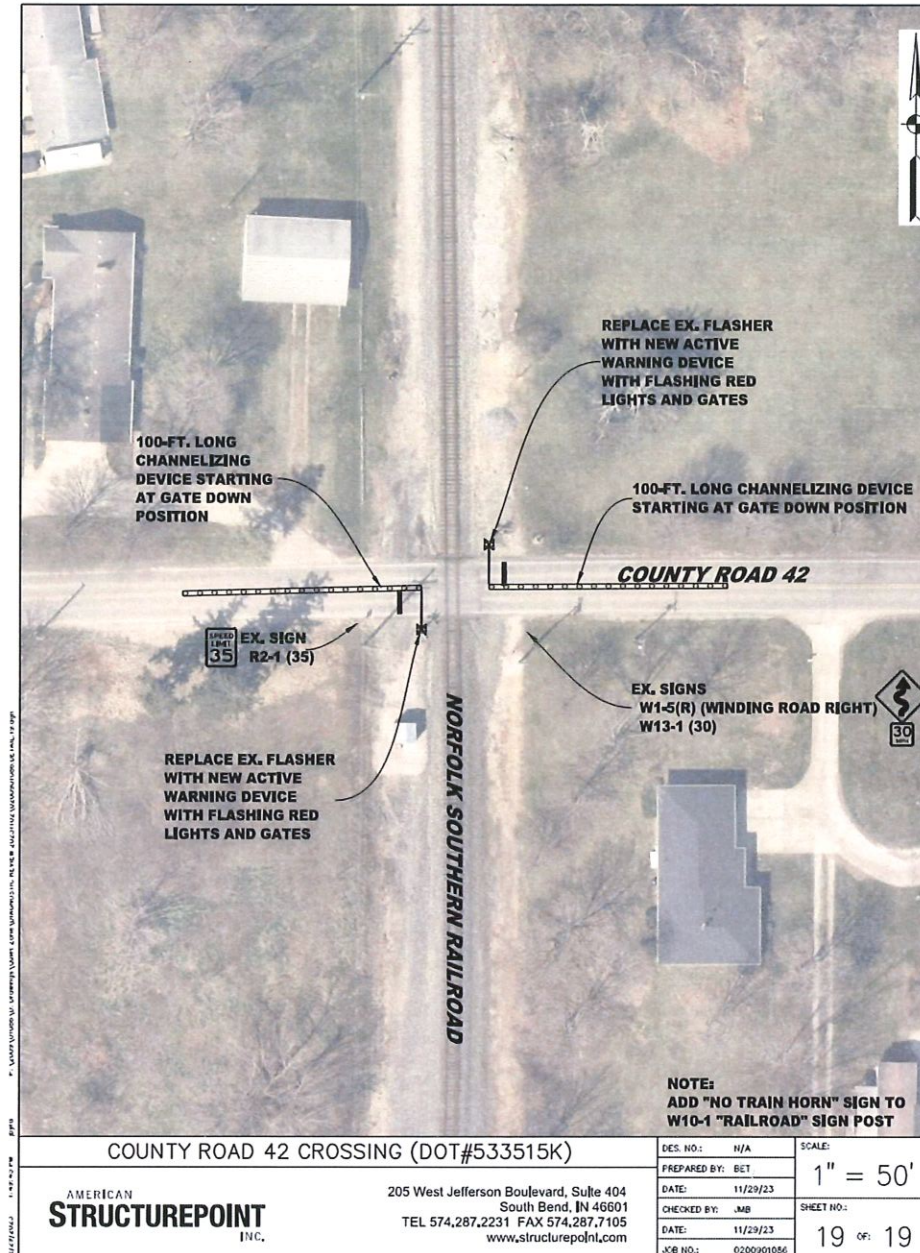
Before me, the undersigned Notary Public, personally appeared _____, President of the Elkhart County Council, and Patricia A. Pickens, Auditor of the County of Elkhart, Indiana, on behalf of the County of Elkhart, Indiana, and acknowledged the execution of the Approval of the foregoing Interlocal Agreement on _____, 2024.

Notary Public
Printed: _____
County of residence: _____
Commission number: _____
My commission expires: _____

This instrument was prepared by Bodie J. Stegelmann, Attorney No. 18180-20, City Attorney, City of Goshen, Indiana, Goshen Legal Department, 204 East Jefferson Street, Suite 2, Goshen, Indiana 46528.

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

Exhibit A





**Department of Community Development
CITY OF GOSHEN**

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

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

Memorandum

TO: Redevelopment Commission

FROM: Becky Hutsell, Redevelopment Director

RE: Request to Approve an Agreement Amendment with Abonmarche for the Steury Avenue and Lincoln Avenue Reconstruction & Drainage Improvements Project (JN: 2019-0046)

DATE: May 14, 2024

The Commission has been working with Abonmarche since 2016 for the design of the Lincoln Avenue & Steury Avenue Corridor. The initial intent was to commence with construction of the roadway improvements, including installation of new water mains and storm sewer infrastructure, following the completion of the brownfield cleanup at the former salvage yard property. Since that time, staff has continued to work with Abonmarche and the scope of the overall project has increased substantially. We've recently bid the project and awarded the contract to Niblock Excavating. We're now requesting approval of an agreement amendment with Abonmarche to cover the additional scope items that we've completed.

While agreement amendments have been discussed with Abonmarche on multiple occasions over the past several years, the project continued to shift and evolve. Upon completion of the plans, we requested a summary of work completed to date and the attached was provided. It details the individual items beyond the scope of the previous agreement. While being completed "after the fact", which is not normal procedure, staff has reviewed the summary and is in agreement with the scope of work completed. We're requesting the Commission approval of an agreement amendment with Abonmarche with the scope detailed in the attached for an increased contract amount of \$211,500.

Suggested Motion: To approve an Agreement Amendment with Abonmarche for the Steury Avenue & Lincoln Avenue Reconstruction & Drainage Improvements Project and authorization for Redevelopment Director to execute the Agreement Amendment

PROFESSIONAL SERVICES AGREEMENT AMENDMENT

CITY OF GOSHEN

STEURY AVENUE AND LINCOLN AVENUE RECONSTRUCTION & DRAINAGE IMPROVEMENTS

(ABONMARCHE PROJECT NO. 19-0916)

(CITY JOB NUMBER: 2019-0046)

This Amendment is to our Agreement entered into June 21, 2019, between the City of Goshen and Abonmarche Consultants, Inc.

This contract amendment includes several changes and additions to the project scope, design, and timeline since the re-engagement in 2019. The 2019 agreement was prepared for a Fall 2019 bidding but was put on hold in 2021 and 2023. The project was re-started in early 2024 and prioritized for a fast-track review of the prior design, incorporation of additional design elements, several new and updated permits, and structuring of the plans and bid documents for construction to span over two seasons, 2024 and 2025. The following amendment details the main changes and additions performed under each task order.

AMEND SCOPE OF SERVICES

Amend Task #1: Supplement Survey

- Perform additional right-of-way survey on Steury Avenue to the north to Herman Street to extend new water main to eliminate the loop behind the Street Department Building.
- Perform additional survey at the new 30-inch storm sewer discharge location into Rock Run Creek to locate detailed information of the creek section and existing trees for the discharge permit applications.
- Perform additional survey on GDC property for the new trailer storage lot and the replacement of storm sewer to the east.
- Locate sanitary lateral potholing by City Staff.
- Locate gas main potholing by City Staff.
- Stake new utility pole locations for NIPSCO's relocation (multiple trips).

Amend Task #2: Roadway and Drainage Design & Plans

- Revisions as requested by Client:
 - Combine phases of Lincoln Avenue and Steury Avenue into one overall set of construction plans for one bid phase spanning construction over two seasons.
 - Design trailer storage lot for GDC.
 - Full water service replacement to inside the home, add construction details provided by City and specifications.
 - Evaluate and design stormwater treatment for the new larger 30-inch storm sewer.
 - Revise the outfall design at the Rock Run Creek bridge to revert back to the existing discharge locations with improved outfall protection, and design a

completely new 30-inch discharge in Rock Run Creek. This new storm sewer will service future drainage improvements to the north on Olive Street.

- Revise and adjust conduit locations and handholes for fiber optic.
- Design water main extension to the north on Steury Avenue to Herman Street.
- Design complete sanitary sewer main replacement on Steury Avenue.
- Revise storm sewer design at the S-curves per the sanitary sewer replacement.
- Incorporate asphalt milling and resurfacing of Lincoln Avenue to the east.
- Revise M.O.T. to revert back to Lincoln Avenue as the first phase since the overall project timeline changed and permits were issued for the Rock Run Creek work.
- Incorporate Shooting Range plans into plans, specifications, and quantities.
- Incorporate City's water main project on Lincoln Avenue into latest plan set.
- Re-work the intersections at Lincoln Avenue and Olive Street, and Lincoln Avenue and Steury Avenue based on recent City experiences with other intersection improvements and higher volumes of truck traffic.

Amend Task #3: Permitting

This task includes preparing the following additional permits needed for the project.

Home Demolitions on Lincoln Avenue in the Flood Zone

- DNR Construction in Floodway
- IDEM – Section 401 EQC Regional General Permit
- US Army Corps of Engineers Permit

New 30-inch Storm Sewer for Lincoln Avenue and Future Olive Street Improvements

- DNR Construction in Floodway
- IDEM – Section 401 WQC Regional General Permit
- US Army Corps of Engineers Permit
- Elkhart County Drainage Board – Permission to Enter

Other Additional Permit Applications

- IDEM Sanitary Sewer Construction Permit
- Re-apply for IDEM Water Main Construction Permit
- Amend State of Indiana Construction Stormwater General Permit

Amend Task #4: Parcel Plat and Description

- Prepare residual parcel for Brian Garber's "garage parcel".
- Prepare second parcel plat for Brian Garber after the larger intersection re-design with Goshen Engineering at Lincoln Avenue and Steury Avenue.
- Prepare water main easement for Quality Machine for the City's water main project.
- Prepare parcel plat for Lionshead on the northwest corner of Lincoln Avenue and Steury Avenue for intersection improvements.
- Prepare parcel plat for City of Goshen on the Street Department property for realignment of S-curves on Steury Avenue.
- Prepare parcel plat for LAM Corp for realignment of S-curves on Steury Avenue.



- Prepare parcel plat for City of Goshen on the northeast corner of Lincoln Avenue and Olive Street for intersection improvements.

Amend Task #5: Subdivision Platting Process

- Add NIPSCO Easements in multiple locations.
- Add storm sewer easement.
- Review all ownership and update information due to extended hold period.
- Prepare technical review submittal.

Amend Task #6: Bid Phase Services

- Attend and assist with Pre-Bid Meeting since the scope of the project includes both Lincoln Avenue and Steury Avenue as a single project.
- Assist City with CIPPP Lining specification and bid quantities to include in Addendum.

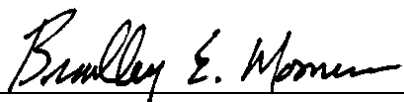
Amend Task #7: Construction Phase Services (Hourly)

- Stake right-of-way on Lincoln Avenue for NIPSCO and Frontier – four times.
- Stake right-of-way for New Paris Telephone for handhole relocation.
- Extend task to include a 2-year project duration.

AMEND FEES FOR SERVICES

		<u>Contract</u>	<u>Amendment</u>	<u>Total</u>
Task #1	Supplement Survey	\$ 11,600	\$ 11,500	\$ 23,100
Task #2	Roadway and Drainage Design & Plans	\$ 42,000	\$ 143,000	\$ 185,000
Task #3	Permitting.....	\$ 12,000	\$ 20,000	\$ 32,000
Task #4	Parcel Plat and Description.....	\$ 2,500	\$ 8,750	\$ 11,250
	R/W Staking	\$ 500	\$ 0	\$ 500
	Temporary R/W Description	\$ 1,250	\$ 0	\$ 1,250
Task #5	Subdivision Platting Process.....	\$ 6,900	\$ 5,000	\$ 11,900
Task #6	Bid Phase Services.....	\$ 5,000	\$ 3,000	\$ 8,000
Task #7	Construction Phase Services (Hourly)	\$ 5,000	\$ 20,000	\$ 25,000
	Reimbursables	\$ 500	\$ 250	\$ 750
TOTAL: Lump Sum.....		\$ 87,250	\$ 211,500	\$ 298,750

ABONMARCHE CONSULANTS, INC.

 03-29-2024
Bradley E. Mosness, PE Date
Vice President





**Department of Community Development
CITY OF GOSHEN**

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

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

Memorandum

TO: Redevelopment Commission

FROM: Becky Hutsell, Redevelopment Director

RE: Request to Approve Dedication of Additional Right-of-Way for 65719 SR 15 and 65693 SR 15

DATE: May 14, 2024

Prior to the sale of 65719 SR 15 and 65693 SR 15, the Commission agreed that it would be best to dedicate an additional twenty (20) feet of right-of-way along SR 15. We've working with JPR to have the legal descriptions prepared and the Legal Department has prepared the necessary deeds of dedication. We're requesting the Commission's approve of the additional right-of-way dedication for these properties. Once all necessary documents are executed, the intent is to proceed with a RFP for 65719 SR 15, which is currently vacant. The second property is occupied until early fall and we'll move forward with an RFP for that property at that time.

Suggested Motion: To approve dedication of additional right-of-way for 65719 SR 15 and 65693 SR 15

Deed of Dedication

THIS INDENTURE WITNESSETH, that City of Goshen, Indiana, Department of Redevelopment, a municipal corporation and political subdivision of the State of Indiana ("Grantor"), dedicates and conveys to the City of Goshen, Indiana, a municipal corporation and political subdivision of the State of Indiana, whose mailing address is 202 South Fifth Street, Goshen, Indiana 46528, for no consideration, real estate situated in Elkhart County, State of Indiana, as more particularly described in the legal description attached as Exhibit A and depicted upon the drawing attached as Exhibit B for public right-of-way purposes, including, but not limited to the placement and maintenance of a public road and public utilities.

The public right-of-way is part of the real estate more commonly known as 65693 State Road 15, Goshen, Indiana, and part of Parcel Number 20-11-28-477-005.000-014.

The undersigned represents and certifies that such person is a duly authorized representative of Grantor and has been fully empowered to execute this Deed of Dedication on behalf of Grantor; that the Grantor has full capacity to grant the Deed of Dedication described; and that all necessary action for granting this Deed of Dedication has been taken.

IN WITNESS WHEREOF, the undersigned has executed this Deed of Dedication on April ____, 2024.

CITY OF GOSHEN, INDIANA
DEPARTMENT OF REDEVELOPMENT

By: _____
Brian Garber, President
Goshen Redevelopment Commission

STATE OF INDIANA)
) SS:
COUNTY OF ELKHART)

Before me the undersigned, a Notary Public in and for said County and State, personally appeared Brian Garber, as President of the Goshen Redevelopment Commission and on behalf of City of Goshen, Indiana, Department of Redevelopment, this May 14, 2024, and acknowledged that in said capacity he executed the foregoing instrument for and on behalf of the City of Goshen, Indiana, Department of Redevelopment, for the uses and purposes therein mentioned, and that he was authorized to do so.

WITNESS my hand and notarial seal.

Notary Public

EXHIBIT "A"

Project: S.R. 15 at Waterford Mills Parkway
Parcel: 1 Fee Simple
Key No: 20-11-28-477-005.000-014

Sheet 1 of 1

A part of Lot 35 in Sunny Acres Subdivision, the plat of which is recorded in Plat Book 3, Page 147, in the Office of the Recorder of Elkhart County, Indiana, and being a part of the grantor's land lying within the right-of-way lines depicted on the attached Right-of-Way Parcel Plat, marked Exhibit "B", described as follows:

The east 20 feet of Lot 35 in Sunny Acres Subdivision. Containing 2,000 square feet, more or less.

This description was written from the information obtained from the recorder's office and other sources that were not necessarily checked by a field survey.

Reference document: #2019-06818, the plat of Sunny Acres Subdivision, Plat Bk. 3, page 147, and a Location Control Route Survey for S.R. 15 at Waterford Mills Parkway, recorded in Instrument No. 2013-06451, Elkhart County Recorder.

Prepared for: City of Goshen, Redevelopment
By: Jeffrey S. Barnes, PS
Firm: Jones Petrie Rafinski
Date: March 5, 2024
Job Number: 2024-0050

Parcel No: 1
 Road: S.R. 15
 Sec: 28 Town: T36N Range: R6E

Right-of-Way Parcel Plat Exhibit "B"

Job No: 2024-0050
 Drawn: jsb
 Checked: jsb
 County: Elkhart

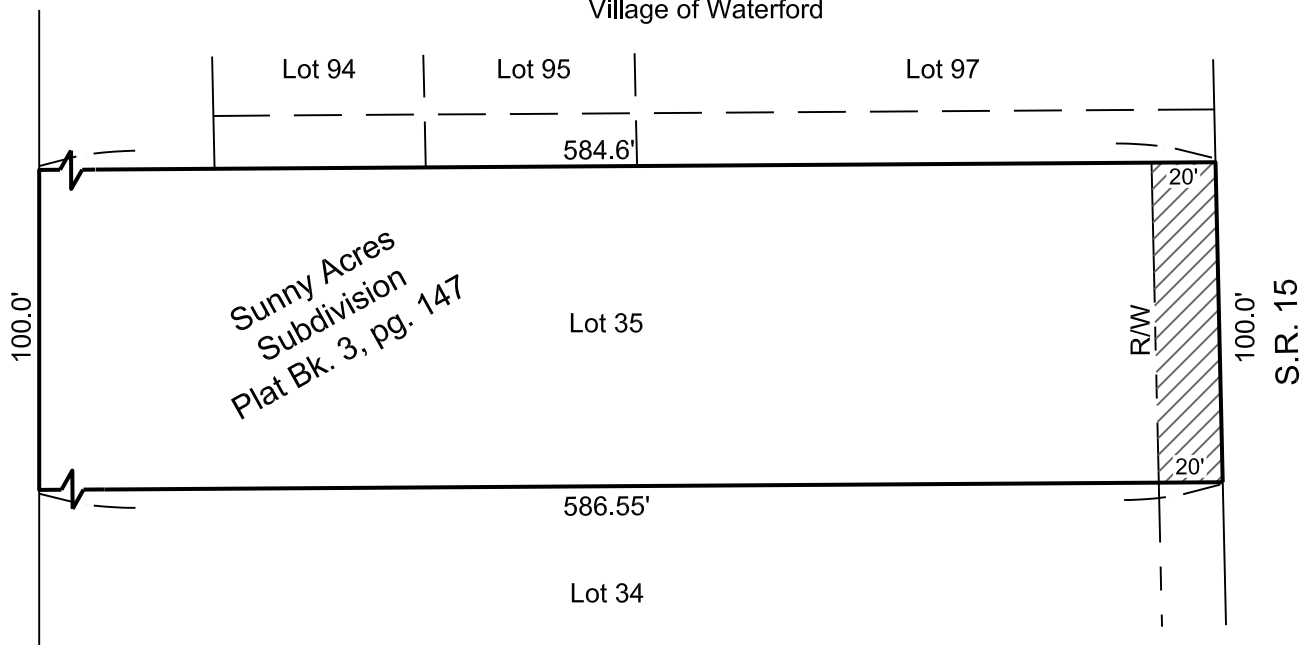


Hatched area is
 approximate acquisition.

Prepared for: City of Goshen
 Owner: City of Goshen, Indiana for the use and benefit
 of its Department of Redevelopment
 Deed Rec.: 2019-06818, dated April 12, 2019
 Key Number: 20-11-28-477-005.000-014

This plat was prepared from information obtained from the recorder's office and other sources which
 were not necessarily checked by a field survey. Dimensions shown are from listed record documents.

Original Plat of Village of Waterford



Boundary lines are based upon the following items:
 The plat of Sunny Acres Subdivision, Plat Bk 3, page 147

Location Control Route Survey prepared by JPR, job no. 2010-0053,
 recorded in Instr. No. 2013-06451, Elkhart County Recorder.

Easement in favor of NIPSCO, Deed Record 190, pg. 106



J O N E S
 P E T R I E
 R A F I N S K I

South Bend, IN
 p: 574.232.4388
 Fort Wayne, IN
 p: 260.422.2522



1" = 60'

Acceptance

The City of Goshen, Indiana, by the Goshen Board of Public Works and Safety, acknowledges the receipts of this Deed of Dedication from City of Goshen, Indiana, Department of Redevelopment, and accepts the same on May ____, 2024.

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

Gina M. Leichty, Mayor

STATE OF INDIANA)
) SS:
COUNTY OF ELKHART)

Before me the undersigned, a Notary Public in and for said County and State, personally appeared Gina M. Leichty, Mayor of the City of Goshen, Indiana on behalf of the Goshen Board of Public Works and Safety this May ____, 2024, and acknowledged execution of the foregoing instrument.

WITNESS my hand and notarial seal.

Notary Public

This instrument was prepared by Donald R. Shuler, Attorney No. 26587-71, City of Goshen Legal Department, 204 East Jefferson Street, Suite 2, Goshen, Indiana 46528, Ph: 574.537.3820.

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each social security number in this document, unless required by law (Donald R. Shuler).

Deed of Dedication

THIS INDENTURE WITNESSETH, that City of Goshen, Indiana, Department of Redevelopment, a municipal corporation and political subdivision of the State of Indiana ("Grantor"), dedicates and conveys to the City of Goshen, Indiana, a municipal corporation and political subdivision of the State of Indiana, whose mailing address is 202 South Fifth Street, Goshen, Indiana 46528, for no consideration, real estate situated in Elkhart County, State of Indiana, as more particularly described in the legal description attached as Exhibit A and depicted upon the drawing attached as Exhibit B for public right-of-way purposes, including, but not limited to the placement and maintenance of a public road and public utilities.

The public right-of-way is part of the real estate more commonly known as 65719 State Road 15, Goshen, Indiana, and part of Parcel Number 20-11-28-477-006.000-014.

The undersigned represents and certifies that such person is a duly authorized representative of Grantor and has been fully empowered to execute this Deed of Dedication on behalf of Grantor; that the Grantor has full capacity to grant the Deed of Dedication described; and that all necessary action for granting this Deed of Dedication has been taken.

IN WITNESS WHEREOF, the undersigned has executed this Deed of Dedication on May 14, 2024.

CITY OF GOSHEN, INDIANA
DEPARTMENT OF REDEVELOPMENT

By: _____
Brian Garber, President
Goshen Redevelopment Commission

STATE OF INDIANA)
) SS:
COUNTY OF ELKHART)

Before me the undersigned, a Notary Public in and for said County and State, personally appeared Brian Garber, as President of the Goshen Redevelopment Commission and on behalf of City of Goshen, Indiana, Department of Redevelopment, this May 14, 2024, and acknowledged that in said capacity he executed the foregoing instrument for and on behalf of the City of Goshen, Indiana, Department of Redevelopment, for the uses and purposes therein mentioned, and that he was authorized to do so.

WITNESS my hand and notarial seal.

Notary Public

EXHIBIT "A"

Project: S.R. 15 at Waterford Mills Parkway
Parcel: 2 Fee Simple
Key No: 20-11-28-477-006.000-014

Sheet 1 of 1

A part of Lot 34 in Sunny Acres Subdivision, the plat of which is recorded in Plat Book 3, Page 147, in the Office of the Recorder of Elkhart County, Indiana, and being a part of the grantor's land lying within the right-of-way lines depicted on the attached Right-of-Way Parcel Plat, marked Exhibit "B", described as follows:

The east 20 feet of Lot 34 in Sunny Acres Subdivision. Containing 2,000 square feet, more or less.

This description was written from the information obtained from the recorder's office and other sources that were not necessarily checked by a field survey.

Reference document: #2010-11771, the plat of Sunny Acres Subdivision, Plat Bk. 3, page 147, and a Location Control Route Survey for S.R. 15 at Waterford Mills Parkway, recorded in Instrument No. 2013-06451, Elkhart County Recorder.

Prepared for: City of Goshen, Redevelopment
By: Jeffrey S. Barnes, PS
Firm: Jones Petrie Rafinski
Date: March 5, 2024
Job Number: 2024-0050

Parcel No: 2
 Road: S.R. 15
 Sec: 28 Town: T36N Range: R6E

Right-of-Way Parcel Plat Exhibit "B"

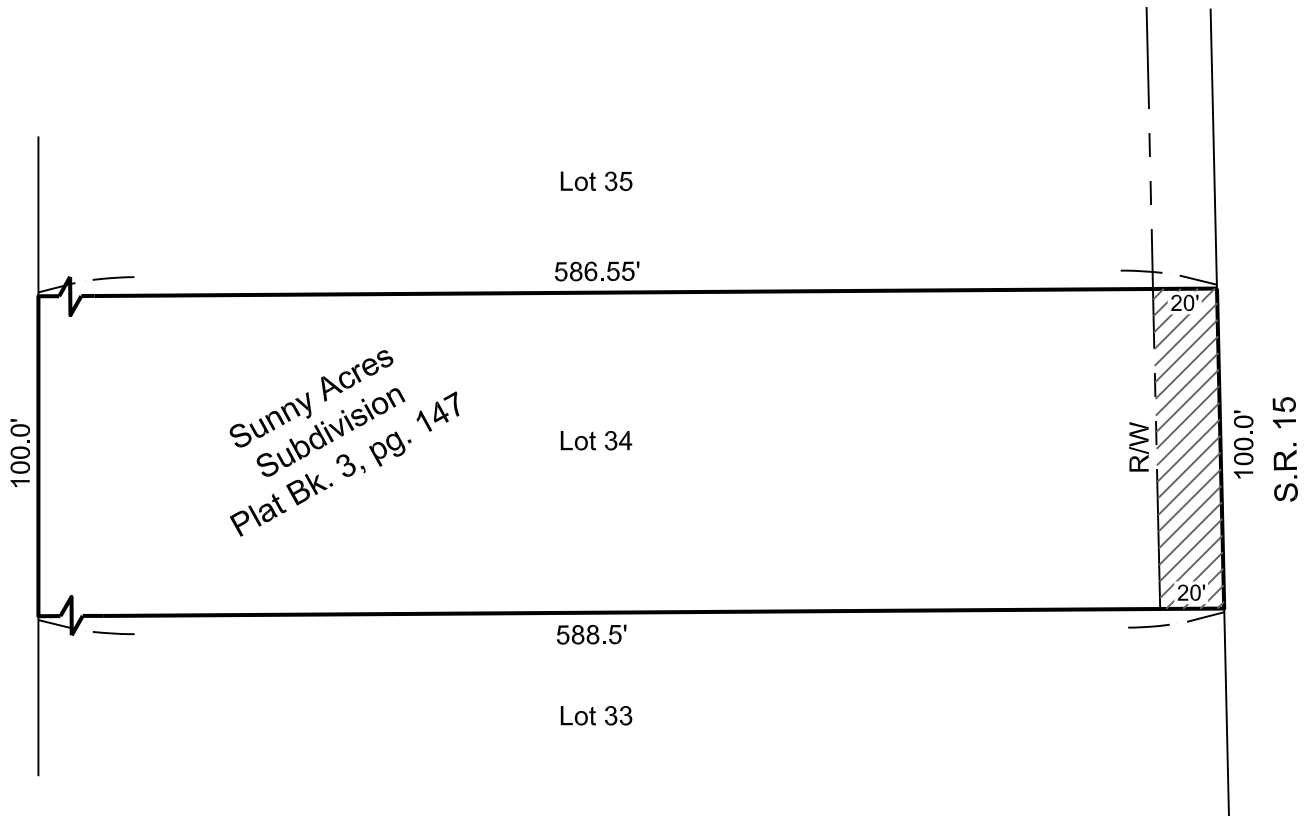
Job No: 2024-0050
 Drawn: jsb
 Checked: jsb
 County: Elkhart



Hatched area is
 approximate acquisition.

Prepared for: City of Goshen
 Owner: City of Goshen, Indiana for the use and benefit
 of its Department of Redevelopment
 Deed Rec.: 2010-11771, dated June 17, 2010.
 Key Number: 20-11-28-477-006.000-014

This plat was prepared from information obtained from the recorder's office and other sources which
 were not necessarily checked by a field survey. Dimensions shown are from listed record documents.



Boundary lines are based upon the following items:
 The plat of Sunny Acres Subdivision, Plat Bk 3, page 147

Location Control Route Survey prepared by JPR, job no. 2010-0053,
 recorded in Instr. No. 2013-06451, Elkhart County Recorder.



J O N E S
 P E T R I E
 R A F I N S K I

South Bend, IN
 p: 574.232.4388
 Fort Wayne, IN
 p: 260.422.2522



1" = 60'

Acceptance

The City of Goshen, Indiana, by the Goshen Board of Public Works and Safety, acknowledges the receipts of this Deed of Dedication from City of Goshen, Indiana, Department of Redevelopment, and accepts the same on May ____, 2024.

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

Gina M. Leichty, Mayor

STATE OF INDIANA)
) SS:
COUNTY OF ELKHART)

Before me the undersigned, a Notary Public in and for said County and State, personally appeared Gina M. Leichty, Mayor of the City of Goshen, Indiana on behalf of the Goshen Board of Public Works and Safety this May ____, 2024, and acknowledged execution of the foregoing instrument.

WITNESS my hand and notarial seal.

Notary Public

This instrument was prepared by Donald R. Shuler, Attorney No. 26587-71, City of Goshen Legal Department, 204 East Jefferson Street, Suite 2, Goshen, Indiana 46528, Ph: 574.537.3820.

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each social security number in this document, unless required by law (Donald R. Shuler).



**Department of Community Development
CITY OF GOSHEN**

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

Memorandum

TO: Redevelopment Commission

FROM: Becky Hutsell, Redevelopment Director

RE: Request to Approve Economic Development Agreement with Kosene & Kosene for the Undeveloped 13-acres at the Northeast Corner of Plymouth Avenue & Greene Road

DATE: May 14, 2024

Kosene & Kosene, an Indianapolis-based development group, has been working for the past several months on a development plan for the 13 acres of undeveloped land (farmland) at the northeast corner of Plymouth Avenue and Greene Road. They currently have a purchase agreement in place with the owners but want to ensure that they have city support to continue on with planning for the project in advance of purchasing the land. This area is currently not annexed into the City of Goshen and moving forward with a voluntary annexation of this land would be the first step after approval of the Economic Development Agreement. They've done much preliminary work, including completion of a traffic study, and are now at a point where they're ready to enter into an agreement with Goshen that spells out the general terms of how the development would occur.

Kosene is proposing to construct a 175-200 unit high-end apartment project. Their proposal includes amenities, such as upgraded interior finishes, a pool, a dog park and a fitness center. Their anticipated investment is between \$30-40 million dollars for the project and they intend to have on-site management and maintenance staff to maintain the facility. They're asking that this land be established as a "project specific" TIF, similar to the Indiana Avenue apartments and the Ariel Cycleworks development, with an Economic Development Revenue bond being issued by the City and a pledge of 75% TIF back to their development to assist with bond repayment. As with previous projects, the bond funding would only be eligible for use for "infrastructure" on their site, including extension of utilities, parking areas, drive aisles and drainage. While the standard approval has been for the TIF pledge lasting for 20 years, they're requesting that be extended to 25 years. A copy of an analysis by Baker Tilly showing the bond capacity change from 20 years to 25 years is attached. In summary, the extra 5 years provides approximately \$500,000 bond capacity up front to be used to construct their infrastructure. They intend to have the public water and sewer mains within the development constructed within easements and for the site to remain private. This means that improvements within the development would be maintained long-term by the development and that they would not be the responsibility of the City, aside from the actual utility mains in the ground.

Prior to bringing this agreement to the City, Kosene met with adjacent property owners one-on-one and also held a “neighborhood” meeting on May 8th at Schrock Pavilion to introduce the project and to gather feedback and hear concerns. Overall, the primary concerns shared related to traffic, drainage and height of any structures built. As with all projects within the City, the developer will be responsible for completing all necessary studies and designing a project to address the concerns noted. They are committed to continuing to work with the neighbors to create a successful project.

This agreement is the very first step in the process of moving this project forward. There is much detail to be worked through beyond this point but this would be followed by annexation, establishment of zoning and provides a commitment from the City to issue the necessary bonds and participate in the project through a TIF pledge.

A copy of the presentation provided at the meeting on May 8th is attached. A copy of the Economic Development Agreement will be provided at Tuesday’s meeting as we are still awaiting final approval of language from Ice Miller and Baker Tilly. If approved by the Commission, this will be before the City Council for approval on June 10th.

Suggested Motion: To approve the Economic Development Agreement with Kosene & Kosene for the development of the 13-acres at the northeast corner of Plymouth Avenue and Greene Road and authorization for the Redevelopment Director to execute the agreement



Kosene Kosene

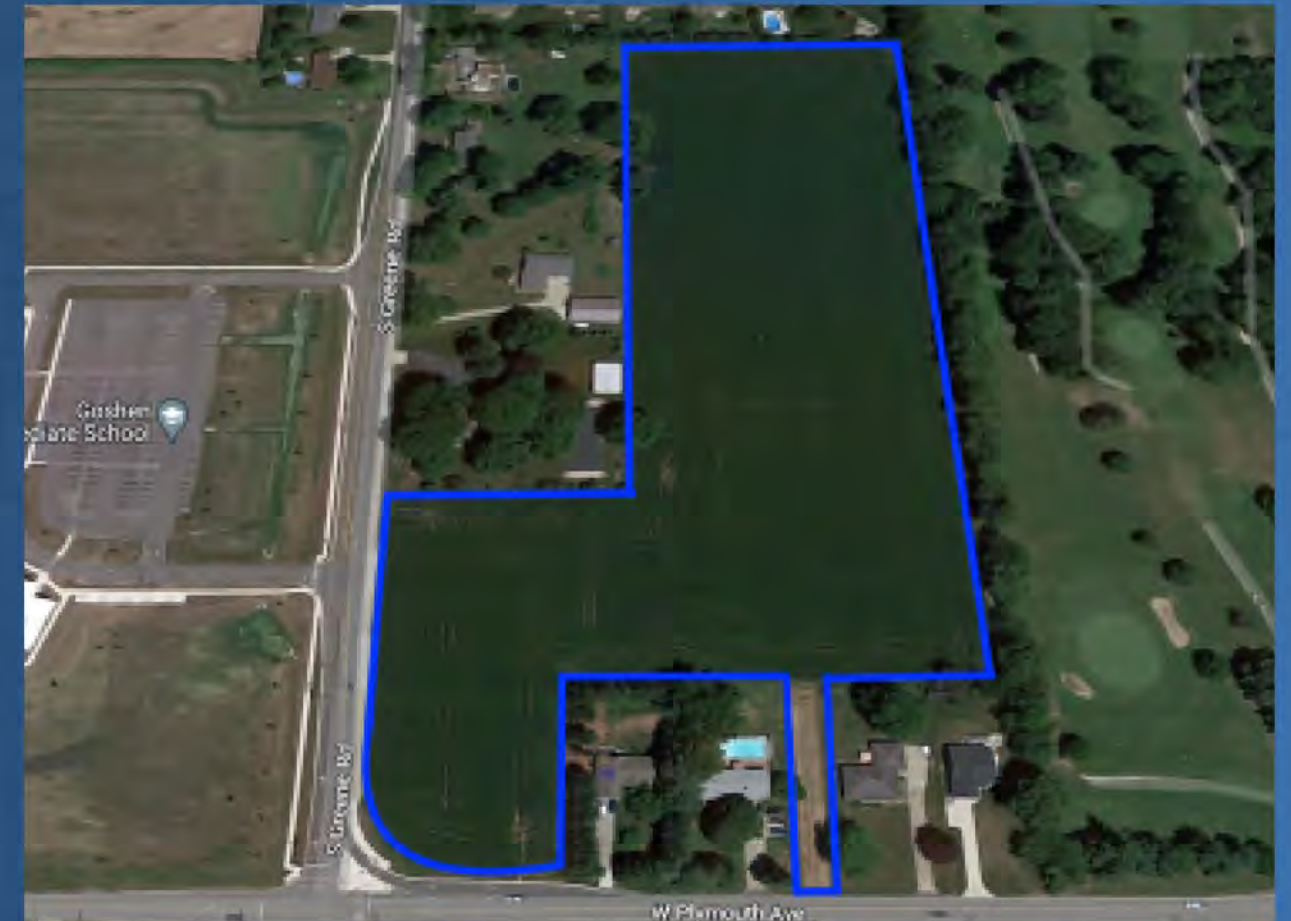
Proposing to develop the corner of SR 119 and Greene Rd.

A PROPOSED 13-ACRE DEVELOPMENT FOCUSED ON MEETING THE HOUSING NEEDS OF GOSHEN



Kosene Kosene

*Proposing to develop
the corner of SR 119 and Greene Rd.*



*Located between the Goshen Intermediate school and the
Black Squirrel Golf Course, just west of downtown Goshen.*

Continued Growth & Lasting Foundation

This project will contribute to Goshen's continued growth and the lasting foundation of the community. Based on the market study commissioned by the city, there is a tremendous need for various types of housing, specifically calling for over 5,000 new residential units.

The project will provide housing opportunities for those living in Goshen and the surrounding communities that commute into the county for work. This is an opportunity to fill a large void in the market and increase the resident population of Goshen.

PROPOSED DEVELOPMENT PLAN



175-200

Market Rate Unit Apartment Community



1-3 Bedrooms

A mix of 1, 2, and 3 Bedroom Apartments



18-24 Months

Approximate Completion Time After Entitlements



Kosene Kosene

In addition to increasing the economic impact and addressing the need for housing, this investment will leverage the infrastructure improvements already implemented by the city:

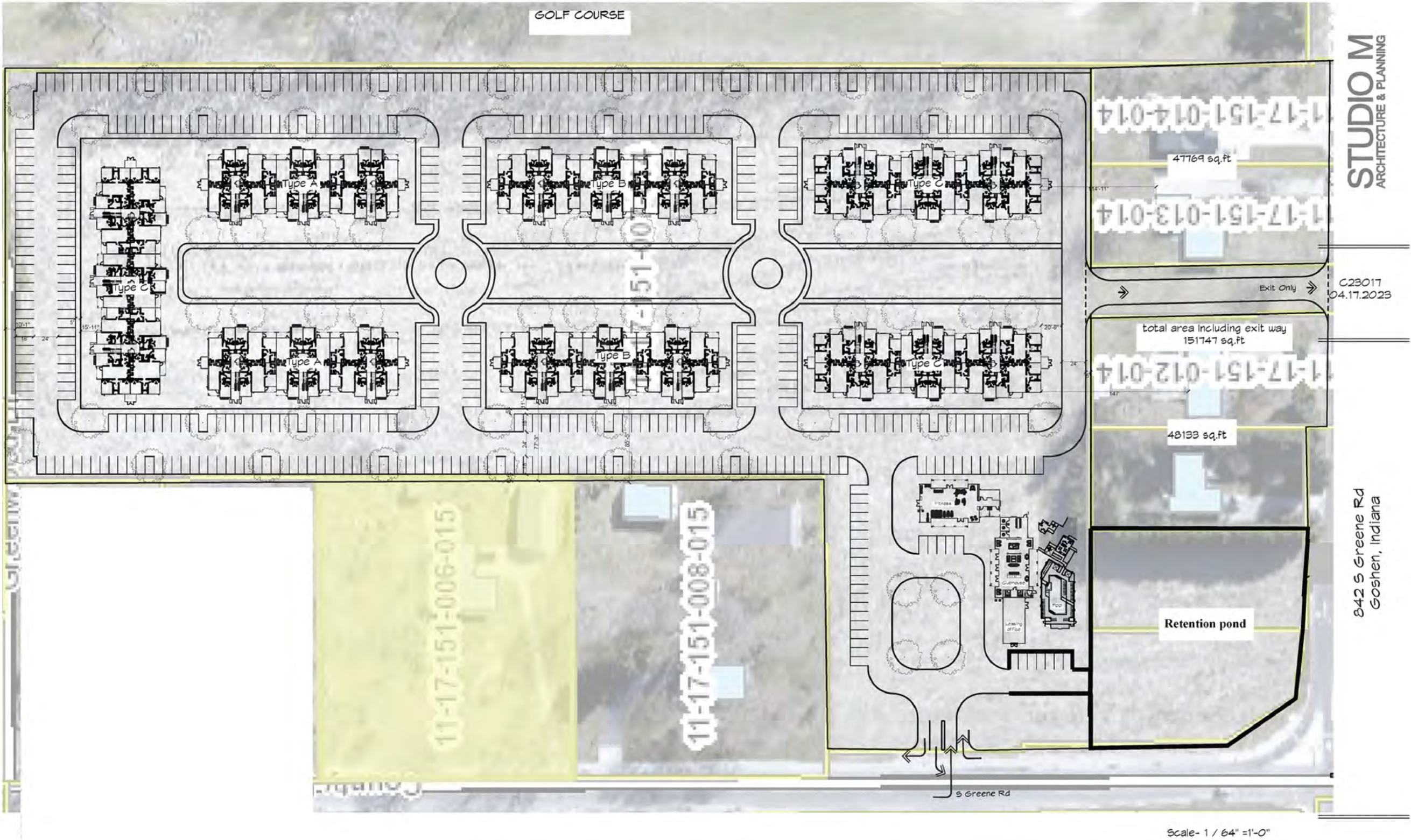
UTILITIES
ROADS
SIDEWALKS

Connecting the proposed site to downtown Goshen
**See included vicinity and bicycle maps*

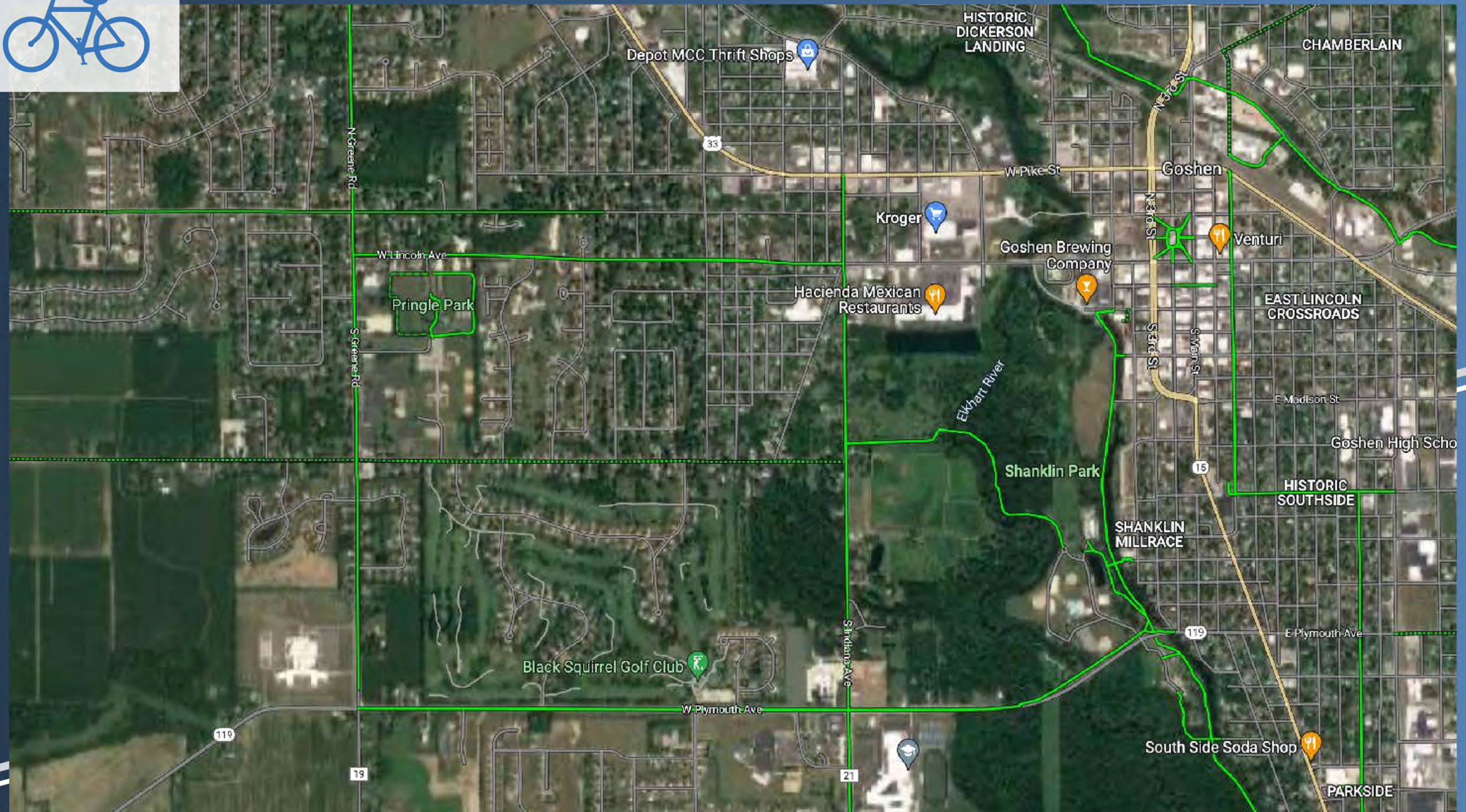


Setting a Standard for Lasting Development

Our intent is to deliver a product that adheres to the current zoning ordinance with minimal variance requests. We are seeking to annex and rezone the 13 acres to the R-3: Residential District (Multi-Family) zoning and development standards. We will deliver a project which sets a standard for the type of lasting development that Goshen deserves.



BIKE AND WALKING ACCESS TO CENTER OF TOWN





Kosene Kosene



CONCEPTUAL ELEVATION



Concepts & Amenities

ANTICIPATED AMENITIES

- Club House
- Pool
- Garages
- Fitness Center
- Dog Park
- Outdoor Lounge & Grilling Station
- Bike Storage
- Community Room
- Business Center
- 24-Hour Emergency Maintenance
- Planned Social Activities



Examples of Creative Water Management





Unit Features

ANTICIPATED FINISHES

- 10' Ceilings
- Gourmet, Open-Concept Kitchens
 - Granite Counter Tops
 - Stainless Steel Appliances
- Hard Wood Grain Designed Floors
- Granite Vanities
- Spacious Walk-in Closets
- Oversized Windows
- Balconies
- Sliding Glass Doors





Our Mission Statement

As a closely held private family office with over 100 years of combined experience as a vertically integrated real estate developer, Kosene & Kosene's vision for the future is developing quality partnerships with key stakeholders including investors, municipalities, banks, fund managers, and builders to effectively and efficiently develop and retain ownership of strategically undervalued and sustainable in-fill real estate while adhering to highest and best use practices, optimizing profitability and stakeholder return.





About Us

Kosene and Kosene Residential is a vertically-integrated real estate development company specializing in urban residential, and mixed use projects that include home ownership and rental components. Our goal is to create sophisticated, high-quality lifestyles for our residents by consistently raising the bar of design, implementation, and customer service.

Kosene & Kosene has over 40 years of retail and residential development experience. This results in an in-depth understanding of product types and the variety of complex components involved in any new or redevelopment project. We pride ourselves on creating and implementing designs that are realistic, meet the market demand, and are aesthetically compatible with the surrounding environment. Development experience, product knowledge, and proactive resolution of the complexities of design and construction have been integral in Kosene and Kosene's success.

Thru our sister company, Hilliard-Kosene, we construct every project that we develop. This has allowed us to maintain control over the construction process and has afforded us the desired end result.

Gerald A. Kosene & David H. Kosene

40 + Years' Experience

About Us

MICHAEL KOSENE

Michael Kosene grew up in the real estate development business and began working on property management as early as 12 years old. After graduating with an undergraduate degree from Indiana University, Michael joined Kosene & Kosene full time and obtained his Masters in Business Administration with a concentration in Finance from Butler University. He is now entering his 20th year focusing on solely the real estate development business. Michael has successfully led development and implementation of two companies under the Kosene umbrella while simultaneously working on the acquisition, repositioning, and disposition of land for future infrastructure and development.

CHRISTOPHER CHABENNE

Christopher Chabenne is entering his 20th year in the real estate development business. Originally hired as a summer intern with Kosene & Kosene while obtaining his Bachelors of Science in Business from the Kelley School of Business in Finance in Bloomington, Indiana, he has transitioned his career through every aspect of the real estate business while obtaining a Doctorate of Jurisprudence from the Indiana University McKinney School of Law.

From intern to Development Partner, Christopher has direct management and oversight experience of all aspects of the business. Serving as Director of Research for the Indiana, Florida, and Texas market, Salesperson, Legal Claims Management, Third Party Receiver, Commercial and Residential Real Estate Brokerage, Developer, and Partner. In addition to several other asset classes and transactions, he has specifically been involved with the acquisition, development and disposition of over 1,000 multi-family units representing over half a Billion dollars in total investment.

Over the next 20 years of their real estate career, Michael and Christopher are working to strategically partner with key stakeholders to sustainably develop and maintain a diverse real estate portfolio.

Recent & Notable Projects



PARK 66 FLATS

- Broad Ripple, IN
- 1.5 Acres
- 108 Infill, For Rent Apartments
 - Multi-Family
- Structured Parking Garage



GRANDVIEW STABLES

- Indianapolis, IN
 - Washington Township
- 40 Acres
- 100 For Sale Townhomes
 - Empty Nester
 - Multi-Family
- 20 Acre Nature Preserve



UNIVERSITY HEIGHTS

- University of Indianapolis
 - Indianapolis, IN
- 2 Acres
- Horizontal Land Acquisition & Development
- Future Student Housing



OMAR BAKERY TOWNHOMES

- Downtown Indianapolis
- 3 Acres
- 34 For Sale Townhomes
 - Luxury
- Direct Connection to Monon Trail/Downtown Indianapolis



19TH & ALVORD TOWNHOMES

- Downtown Indianapolis
- 2 Acres
- \$3 Million Privately Funded Brownfield Cleanup
- 42 For Sale Townhomes
 - Luxury

PENDLETON PROPER

- Pendleton, IN
- 40 Acres
- Planned, For Sale, Homes
 - Single Family and Multi-Family Subdivision





Kosene Kosene

Thank You

WWW.KOSENEANDKOSENE.COM

GOSHEN REDEVELOPMENT COMMISSION

Register of Claims

The Goshen Redevelopment Commission has examined the entries listed on the following itemized Expenditure Report for claims entered from **April 10, 2024 through May 9, 2024** and finds that entries are allowed in the total amount of **\$1,304,313.32**

APPROVED on May 14, 2024

Brian Garber, President

Brianne Brenneman, Secretary

GOSHEN REDEVELOPMENT COMMISSION

Expenditure Report - by Budget Line and Payee

Claims from 04/10/2024 through 05/10/2024

406-560-00-431.0502			RDV NON-RVRT OP/Contractual Services
5/9/2024	Baker Tilly Municipal Advisors, LLC		\$2,662.50
5/8/2024	Yarkshark, LLC		\$823.50
Line Total for Period:			\$3,486.00
406-560-00-435.0101			RDV NON-RVRT OP/Electric
5/8/2024	NIPSCO (00014)		\$128.79
5/8/2024	NIPSCO (00014)		\$21.42
Line Total for Period:			\$150.21
406-560-00-435.0201			RDV NON-RVRT OP/Gas
5/8/2024	NIPSCO (00014)		\$67.62
5/8/2024	NIPSCO (00014)		\$30.66
5/9/2024	NIPSCO (00014)		\$54.74
Line Total for Period:			\$153.02
473-560-00-431.0502			SOUTHEAST TIF/Contractual Services
5/8/2024	Jones Petrie Rafinski Corp. (00463)		\$23,375.00
5/8/2024	Jones Petrie Rafinski Corp. (00463)		\$5,922.50
5/8/2024	American Structurepoint, Inc. (03093)		\$1,310.00
Line Total for Period:			\$30,607.50
473-560-00-439.0930			SOUTHEAST TIF/Other Services & Charges
5/9/2024	Commercial Appraisal Services, Inc. (09958)		\$2,500.00
5/8/2024	Amazon Capital Services		\$1,231.79
5/8/2024	Amazon Capital Services		\$26.38
5/9/2024	Commercial Appraisal Services, Inc. (09958)		\$1,750.00
Line Total for Period:			\$5,508.17
473-560-00-442.0000			SOUTHEAST TIF/Capital Projects
5/8/2024	Jones Petrie Rafinski Corp. (00463)		\$2,200.00
5/9/2024	Abonmarche (05859)		\$20,000.00
Line Total for Period:			\$22,200.00

480-560-00-431.0502		RR/US 33 TIF/Contractual Services	
5/9/2024	Beam Longest Neff - BLN (12772)		\$16,863.99
5/8/2024	American Structurepoint, Inc. (03093)		\$447.50
Line Total for Period:			\$17,311.49
480-560-00-439.0930		RR/US 33 TIF/Other Services & Charges	
4/19/2024	City of Goshen Utilities		\$94.62
5/9/2024	Baker Tilly Municipal Advisors, LLC		\$21,286.25
5/9/2024	Iverson Grove Real Estate Corp		\$2,500.00
Line Total for Period:			\$23,880.87
480-560-00-442.0000		RR/US33 TIF/Capital Projects	
5/8/2024	Niblock Excavating, Inc. (00653)		\$10,000.00
5/8/2024	Niblock Excavating, Inc. (00653)		\$119,937.50
5/8/2024	Niblock Excavating, Inc. (00653)		\$229,756.69
Line Total for Period:			\$359,694.19
482-560-00-431.0202		Professional Services - East College	
4/19/2024	HRP Construction		\$347,097.99
Line Total for Period:			\$347,097.99
482-560-00-442.0001		Capital Projects - East College	
4/19/2024	Niblock Excavating, Inc. (00653)		\$494,223.88
Line Total for Period:			\$494,223.88
Total Expenditures for Period:			\$1,304,313.32



May 2024 Redevelopment Staff Report

PROJECT: RAILROAD QUIET ZONE FROM KERCHER ROAD TO LINCOLN AVENUE

PROJECT DESCRIPTION

Establishment of a Quiet Zone along the Norfolk Southern Railroad Marion Branch from Washington Ave to Kercher Ave.

PROJECT UPDATE

The City continues to work with INDOT and Norfolk Southern for the design of the Madison Street railroad Crossing. The quiet zone schedule is being driven by this work. Activities to be completed to implement the Quiet Zone are:

- Installation of signs and delineators at the railroad crossings.
 - Traffic counts to be done at each of the railroad crossings. (Completed)
 - Madison Street will have flasher and gates installed which is anticipated to cost approximately \$400,000. INDOT has agreed to pay 90% of the project. INDOT is improving the crossing as a part of the Crossing Safety Improvement funds.
- Update: Norfolk Southern does not want to install gates at this crossing. The City has made a special request for quad-gates, and Norfolk Southern is requesting additional information. Goshen Engineering proposes we retain the services of American StructurePoint.
- Submit the Public Authority Application (PAA) to Federal Railroad Administration (FRA) for review, which typically takes 2 months.
 - Railroad Quiet Zone is anticipated to be "in-service".

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

PROJECT: STEURY AVENUE RECONSTRUCTION AND STORMWATER DETENTION AREA

PROJECT DESCRIPTION

This project has grown out of the recent improvements along the Lincoln Avenue and Steury Avenue corridor with the expansion of GDC, Lions Head, the Goshen Street Department, Goshen Police Department's Training facility and the Goshen Central Garage. This corridor no longer supports the additional vehicle loads and has been chip and sealed to extend the service life of the current pavement. The intersection of Steury Avenue and Lincoln has small turning radiuses, which causes semi-traffic serving the corridor to make wide swings onto and off of Steury Avenue and Lincoln. Drainage is effectively non-existent along the roadway corridor and there are limited opportunities to improve the drainage without looking outside the corridor. In addition to the functionality of the roadway, the roadway's appearance does not reflect the investment the adjoining companies have made on their properties. The overall plan is to reconstruct both roadways, adding turning lanes and improving intersections while also addressing utility needs.

PROJECT UPDATE

Phase I of the project has been completed which was construction of the pond at the old salvage yard. The next phase of the project will include new water main and storm sewer installation for both Lincoln Avenue from Rock Run Creek to just past Troyer Carpets and Steury Avenue from Lincoln to the "S" curves. A water main replacement project, which was a Water Utility project, east of Steury Avenue, was also completed in December 2020, with successful improvement of fire flow capability in East Goshen.

Utility relocation will be finalized with the relocation of Frontier's communication cable. Goshen Engineering has issued a right-of-way permit for the relocation, but has not received confirmation the utilities are clear. The construction contract for utility and roadway reconstruction along Lincoln and Steury was awarded to Niblock Excavating. A pre-construction meeting has been

held. The contractor anticipates starting work in June of this year. Work in 2024 will include the installation of the new storm system along Lincoln Avenue, including water main replacement between Logan Street and Steury Avenue. Sanitary and water services will be replaced and the roadway reconstructed with curb-and-gutter. In 2025, construction will continue with drainage improvements and utility replacements on Steury Avenue, including roadway reconstruction that will smooth out the “S” curves.

PROJECT: FORMER WESTERN RUBBER SITE

PROJECT DESCRIPTION

The Western Rubber site went through an extensive demolition and environmental remediation process and is now considered a buildable site. The vacant parcel contains approximately 170,000 square feet and is located east of the Norfolk Railroad, north of the Plymouth Avenue.

PROJECT UPDATE

AP Development is proceeding with plans for a mixed-use project consisting of approximately 138 apartments and 1,000 square feet of commercial space. The Redevelopment Commission and City Council have approved a development agreement with the developer and the rezoning has been completed. The developers have been awarded READI grant funds and design work is underway. We are in the process of issuing the bonds for this project and anticipate that it will begin in the spring of 2024.

For the City’s portion of the work that will be improving 10th & Douglas, Niblock has been hired as the contractor. NIPSCO has completed their gas relocation work. Niblock has completed the underground stormwater system on Douglas Street, as well as water main replacement between Plymouth Avenue and Reynolds Street. Work is continuing with replacing sanitary sewer and installing the new stormwater system on 10th Street. New utility services and roadway improvements between Jackson and Reynolds will follow. The City’s project should be complete this fall.

PROJECT: 3rd & JEFFERSON REDEVELOPMENT LOT

PROJECT DESCRIPTION

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

PROJECT UPDATE

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

PROJECT: DOWNTOWN VAULT ASSESSMENT

PROJECT DESCRIPTION

Downtown vaults have been discussed for many years as a public safety concern. Since the incident in 2012, effort and resources have been committed to identify, assess, and eliminate vaults. Many vaults have been removed, but there are approximately 26 vaults remaining. Work through the next steps, staff determined a vault assessment by a structural engineer was necessary. The Commission agreed to fund the assessment, and a contract was awarded to Clear Creek & Associates.

PROJECT UPDATE

The vault assessments are complete, and assessments have been forwarded to each property owner for consideration. There were two vaults deemed immediate concerns and there are other vaults that were identified as needing repairs or closure. At the May Redevelopment meeting, Goshen Redevelopment agreed to provide partial financial support for vault closures. Goshen Engineering has sent out notices to all property owners with vaults, and applications to participate were to be submitted by December 17, 2021. The next step will be to solicit quotes to perform the public portion of the vault closures. Goshen Engineering did not proceed with requesting bids for vault removal in 2022 or 2023. If possible, we would like to proceed with the same scope of work in 2024.

PROJECT: MILLRACE TOWNHOME SITE

PROJECT DESCRIPTION

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

PROJECT UPDATE

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

PROJECT: COLLEGE AVE FROM US 33 EAST TO RAILROAD XING

PROJECT DESCRIPTION

This federally funded project consists of adding a center turn lane and a 10 foot multi-use path on the north side of College Ave from US 33 to the railroad crossing. The project is expected to be under construction in 2026.

The City selected American Structurepoint to complete the design.

PROJECT UPDATE

American Structurepoint is actively working on the design. A public meeting was held the evening of December 6, 2023, with good turnout. The City has begun the process of purchasing right-of-way. The City's legal team is currently working through two eminent domain cases, with there being a possibility for a third case. We are on schedule to bid this project in 2025.

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

PROJECT: COLLEGE AVE FROM US 33 WEST TO NINTH STREET

PROJECT DESCRIPTION

This federally funded project consists of adding a center turn lane and a 10 foot multi-use path on the north side of College Ave from US 33 west to Ninth Street. The project is expected to be under construction in 2028/2029. The City selected American StructurePoint to complete the design.

PROJECT UPDATE

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

PROJECT: SOUTH FIRE STATION STUDY

PROJECT DESCRIPTION

The approved 5-Year Capital Plan includes debt service associated with a bond issuance to fund the construction of a new south fire station. The new fire station was originally intended to replace the College Avenue station and but recent negotiations with Elkhart Township have instead led to the decision to instead plan for a fourth station near the Goshen Airport.

PROJECT UPDATE

A Request for Proposals & Qualifications for a Building/Operate/Transfer team is currently live. Proposals are due back on April 25th and we anticipate making an award to the selected team by June.

PROJECT: WEST JEFFERSON STREETScape

PROJECT DESCRIPTION

The Five-Year Capital Plan include the reconstruction of West Jefferson Street between Third Street and Main Street. The project will incorporate the use of brick pavers to address stormwater restrictions in this area. The project will also include the reconfiguration of parking, decorative street lighting, and street trees. The estimated cost of the project is \$500,000, plus and an additional cost of \$100,000 for design fees.

PROJECT UPDATE

The survey and geotechnical work are complete. A conceptual plan has been completed and a review with redevelopment commission members has taken place. In February 2023, a public meeting was held with potentially affected property owners. Goshen Engineering continues to work on the project design, and anticipates bidding the project in the spring of 2024.

PROJECT: ELKHART COUNTY COURT COMPLEX

PROJECT DESCRIPTION

Elkhart County has selected a site located on Reliance Road to construct the new Court Complex. Due to the projected increase in traffic that will be generated by the new complex, several road improvements are required to increase capacity. Since this project is located in the River Race/US 33 TIF area, the Redevelopment Commission has pledged \$1.5 million in TIF revenue to fund the improvements. The County has pledged an additional \$500,000 to assist in paying for these improvements. This project will be designed and constructed through the City of Goshen and is expected to start construction in 2023.

PROJECT UPDATE

The project was awarded to Niblock Excavating. A pre-construction meeting has been held and utility coordination is underway. Initial work includes clearing the right-of-way, which will allow NIPSCO gas, electric and other utilities to complete their work. NIPSCO Gas and NIPSCO Electric are currently on-site and working on relocations, and Comcast and Frontier will relocate after NIPSCO Electric is completed. Roadway work for Reliance Road, including a new roundabout at Reliance Road and Peddlers Village Road, is expected to be complete this year. Road work will continue in 2025 on Peddlers Village Road from the roundabout to CR 17.

PROJECT: KERCHER WELLFIELD LAND PURCHASE

PROJECT DESCRIPTION

The Kercher Wellfield located in the Goshen Industrial Park requires the replacement of one of its three wells. Because the wellfield is sitting on a postage stamp property, the site is unable to support the development of another well without the purchase of additional land.

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

PROJECT: FIDLER POND CONNECTOR PATH

PROJECT DESCRIPTION

This project will create a pedestrian path connecting the College Avenue path to Fidler Pond Park. The path will be constructed in two phases. Initially, the Oak Lane roadway will act as the pathway while the trail is constructed from the north end of the road to the park. Sharrows will be added to Oak Lane during Phase One and Phase Two will include reconstructing Oak Lane with curb and gutter and the installation of a separated pedestrian trail.

PROJECT UPDATE

Engineering has prepared preliminary drawing and engineer's estimates for both phases. After the final alignment is determined a neighborhood meeting will be scheduled to receive comments. Final design may be completed in-house. If not, a RFP for design services will be issued.

PROJECT: EAST COLLEGE AVENUE INDUSTRIAL DEVELOPMENT

PROJECT DESCRIPTION

Last Dance, LLC has purchased 313 acres of farmland on East College Avenue just east of the railroad tracks. A portion of the land was previously annexed by Lippert for development but the project never came to life. Last Dance has now purchased additional land and is partnering with the City on the infrastructure. They've hired Abonmarche to complete the design of a new water main loop from College to CR 31 to CR 38 to connect at Century Drive, extension of sewer mains beneath the railroad to serve the new industrial area, a new public water/sewer/roadway loop within the first phase of the development and substantial stormwater improvements. The project is being funded by a combination of existing TIF funds and by a city-issued bond that will be purchased by the developer and repaid through future TIF revenues. Annexation of the additional land has been completed.

PROJECT UPDATE

Construction contracts have been awarded to HRP Construction for Contracts 1 and 3 and Niblock Excavating for Contract 2. Work for Contract 1 is complete and Contract 3 will be finished within the next two months. Contract 2 will likely be completed by summer. Brinkley is currently in production for the first three buildings and should be in the fourth very soon. They are actively constructing the fifth building, as well.

PROJECT: WINONA MULTI-USE TRAIL EXTENSION

PROJECT DESCRIPTION

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

PROJECT UPDATE

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