



GOSHEN REDEVELOPMENT COMMISSION AGENDA FOR THE REGULAR MEETING OF January 15, 2019

The Goshen Redevelopment Commission will meet on January 15, 2019 at 2:00 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. APPROVAL OF MINUTES**
- 3. ELECTION OF OFFICERS**
- 4. OLD BUSINESS**

Resolution 85-2018 – Approve Request from Goshen Engineering to Issue a Request for Proposals for Engineering Services for the US 33 Auxiliary Lanes from Plymouth Avenue to Fairfield Avenue

- 6. NEW BUSINESS**

Resolution 01-2019 – Partial Release of Real Estate Mortgage Executed by Millrace Neighborhood LLC

Resolution 02-2019 – Authorize Acquisition of Real Estate at 102 Olive Street

Resolution 03-2019 – Approve and Authorize Execution of Supplemental Agreement #3 with DLZ for Kercher Road Phase II Reconstruction

Resolution 04-2019 – Approve and Authorize Execution of Listing Agreement with Century 21 for 102 East Kercher Road

Resolution 05-2019 – Approve Agreement Amendment with Amy Worsham for Creative Arts Coordinator Services

Update: MACOG Call for Projects

- 7. APPROVAL OF REGISTER OF CLAIMS**
- 8. MONTHLY REDEVELOPMENT STAFF REPORT**
- 9. 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.

- 10. ANNOUNCEMENTS**

Next Regular Meeting – February 12, 2019 at 3:00 p.m.

- 11. 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 by the Goshen Redevelopment Commission up to the time a contract or option to purchase or lease is executed by the parties.

GOSHEN REDEVELOPMENT COMMISSION

Minutes for the Regular Meeting of December 11, 2018

The Goshen Redevelopment Commission met in a regular meeting on December 11, 2018 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 Thomas Stump. On call of the roll, the members of the Goshen Redevelopment Commission were shown to be present or absent as follows:

Present: Andrea Johnson, Thomas Stump, and Brett Weddell

Absent: Brian Krider, Jose Elizalde and Vince Turner

APPROVAL OF MINUTES

A motion was made by Commissioner Weddell and seconded by Commissioner Johnson to approve the minutes of the November 13, 2018 regular meeting.

The motion was adopted unanimously.

OPEN PROPSOALS – Real Estate Broker Services 102 East Kercher Road

Commissioner Stump opened the proposal from Patty Miller with Century21. Commissioner Stump submitted the proposal to Mark Brinson for review and Mark will report back in January.

OLD BUSINESS

Status of Proposals for 65736 SR 15 – No proposals received

(2:10) Mark Brinson, Community Development Director, stated that this property is not related to the proposal received today. This property had been advertised for sale and no proposals were received. It was indicated in Request for Proposals (RFP) that the Commission may elect in the future to list with MLS.

3:05 Commissioner Turner entered the meeting.

NEW BUSINESS

Resolution 79-2018 –Approving and Authorizing the Execution of the Project Coordination Contract with the State of Indiana for the US 33 Auxiliary Lanes from Plymouth Avenue to Fairfield Avenue

(5:01) Leslie Biek, Traffic Engineer, this is an INDOT/LPA contract and last November this was submitted call for projects thru MACOG for federal funding and it was approved. Approved for 80% federal funding for design, construction and inspection. This contract spells out what INDOT is responsible and what the City is responsible for.

(1:35) Commissioner Weddell commented that has been discussed at City Council and there is concern among the Council about the location of the crosswalk and they would like to keep updated on this. City Council is very interested in having some input in the location of the crosswalk.

(7:03) Commissioner Stump asked about a traffic light at the intersection. Ms. Biek said traffic warrants were done at Plymouth and Fairfield to see if signals would be warranted. They could be warranted at Plymouth but not Fairfield. So moving the crossing so it is out of the unsignalized intersection.

(7:53) Adam Sharf, Goshen, asked about the level of certainty of the design and if there was any flexibility in it. Ms. Biek stated that it has not been designed yet so can still look at options.

(12:10) Mayor Jeremy Stutsman, it was talked about at the council meeting that the council would be kept up to date. If there any issues then it will be brought back to council. This is a preliminary design from Goshen Engineering and there will also be consultants and INDOT involved in the final design.

A motion was made by Commissioner Weddell and seconded by Commissioner Turner to approve Resolution 79-2018

The motion was adopted unanimously.

Resolution 84-2018 – Allocate funding from Southeast TIF for Goshen Community Schools Advanced Manufacturing Parkway

(17:31) Mark Brinson, Community Development Director, stated that this is a follow up to a presentation the Mayor made in June about a possible partnership with Goshen Community Schools whereby the Redevelopment Commission could help fund a worker training program they developed.

(18:07) Mayor Jeremy Stutsman commented that in June he suggested that the Redevelopment Commission make a commitment of \$100,000 year for 5 year period to the school system to help with projects but it has been found that this money has to be directly tied to a project. This request is something I support and at this point the previous request of a 5 year commitment is off the table. This is a great program that will help train for manufacturing. This money will help buy equipment they need. Once equipment is installed would like to have a tour for those who are interested and get update of the project.

(19:21) Steve Hope, Assistant Superintendent of Goshen Community Schools, stated that Goshen High School has not had a manufacturing program until this year. We are currently working with architects to build a space for a premier manufacturing pathway. This pathway would serve current high students so they would graduate with certification that business need. Local business could also use this space to train their incumbent workforce after school hours. The money provided for this would be mostly used for manufacturing machinery.

(20:55) Commissioner Stump asked about the location for this and Mr. Hope stated that it will be in the current high school back wing where the technology classes are now. Will be expanding in that area with the new addition next year.

(21:15) Commissioner Weddell stated that he saw the plans and it is his understanding and depending on the bids that come in for the new intermediate school that this section may be one of the first sections to get cut if there is not proper funding and if that happens would this money still be utilized? Mr. Hope stated that it is his hope this does not get cut and if it does the machinery would still be installed and would renovate existing space.

(21:58) Commissioner Turner asked about how much input have current manufacturers have had in designing curriculum and Mr. Hope responded that they have talked extensively with manufacturers.

(22:35) Commissioner Stump asked if he was aware of a program like this thru Elkhart County. Mr. Hope responded that Horizon Education Alliance is trying to put a manufacturing pathway in every high school in the county with Ivy Tech being a postsecondary partner. With Goshen being the manufacturing hub we would like to have the premier facility here in Goshen.

A motion was made by Commissioner Weddell and seconded by Commissioner Johnson to approve Resolution 84-2018.

The motion was adopted unanimously.

Resolution 85-2018 – Approve Request from Goshen Engineering to Issue a Request for Proposals for Engineering Services for the US 33 Auxiliary Lanes from Plymouth Avenue to Fairfield Avenue

(24:40) Leslie Biek, Traffic Engineer, is requesting permission to issue a Request for Proposals (RFP) using INDOT's procedure for design. In the past when talking about inspections the question came up as to whether we could add a cost option to submit costs for the proposals. A response was received from MACOG citing legal federal guidelines and was passed to legal department for review. MACOG and INDOT stance is that it is not applicable. Requesting permission to go with INDOT standard procedure.

After discussion among the Commission members this resolution will be tabled until Legal Department has time to review the information provided by Leslie Biek.

A motion was made by Commissioner Turner and seconded by Commissioner Johnson to **table** Resolution 85-2018.

The motion was adopted unanimously.

Resolution 86-2018 – Approval of Updated River Race TIF Area Five Year Funding Plan

(32:00) Mark Brinson, Community Development Director, explained that this is an annual update to the 5 year capital plan. A review committee was formed to review the potential project list and the projects were scored by the committee members. It was discussed in the last meeting about the possibility of short term borrowing from major moves. Cash flow projections are included in the packet.

(34:25) Becky Hutsell, Redevelopment Project Manager, presented the power point and explained each current and future projects within the River Race TIF.

(47:45) Discussion among commission members regarding the capital plan.

Audience Comments:

(57:42) Evan Miller, 612 South Third Street, expressed his concern with the additional traffic that will be generated with the Millrace Pavilion and how will it be managed.

(1:01) Becky Hutsell, Redevelopment Project Manager, reminded the commission that last year a contract was executed with Traffic Engineering Consultants with the intention of coming up with a traffic plan for this area.

(1:04) Councilman Adam Sharf, Goshen, had a question on the acquisition of the Ozinga property and the Tocon Site (Old Johnson Controls.) Mark Brinson explained that the Tocon site has been added to the list but not the capital plan.

Mr. Sharf commented that there are different kinds of angled parking. Head out angle parking has a lot of advantages.

Mr. Sharf commented that he thought College Avenue project would be under the Lippert/Dierdorff TIF but is currently in the Southeast TIF. Ms. Hutsell explained that the Southeast TIF serves all of Century Drive which is accessed from College Avenue. Mark Brinson explained that the Lippert TIF is not an option at this time.

Mr. Sharf also states that it his opinion the bike trail along Rock Run creek is a waste. He questions who the actual users will be. The destination is Fider Pond Park and the users are the residents that are to the west and south. Mr. Sharf states that he thinks it is a better use of public funds to connect the trail system on the east side of US33 instead of building along Rock Run creek.

A motion was made by Commissioner Weddell and seconded by Commissioner Turner to approve Resolution 86-2018.

The motion was adopted unanimously.

Resolution 87-2018 – Approval of Updated Southeast TIF Area Five Year Project Funding Plan

(1:14) Becky Hutsell, Redevelopment Project Manager, presented the power point and explained current and future projects within the Southeast TIF.

Audience Comments:

(1:22) Councilman Adam Sharf, Goshen, asked if the College Avenue project will still be done if the development to the east is not built?

(1:23) Leslie Biek, Traffic Engineer, commented that the development played a role in it but with traffic issues already she feels we should consider doing some improvements. INDOT working on design. Construction in 2021.

A motion was made by Commissioner Weddell and seconded by Commissioner Turner to approve Resolution 87-2018.

The motion was adopted unanimously.

Resolution 88-2018 – Selection of Preferred Developer for Millrace Townhome Site and Authorization to Negotiate a Development Agreement

(1:26) Mark Brinson, Community Development Director, Insite Development and Anderson Partners submitted proposals and that were opened at the last meeting After reviewing the proposals with our committee, our recommendation is that we focus our negotiation with Insite Development. Once an agreement is negotiated, we would invite the developer to come make a presentation and go thru the entire project. Recommendation was based on several considerations, Insite Development has strong track record with completing urban residential projects. Construction starting next summer and completing in spring of 2020.

A motion was made by Commissioner Turner and seconded by Commissioner Johnson to approve Resolution 88-2018

The motion was adopted unanimously.

APPROVAL OF REGISTER OF CLAIMS

A motion was made by Commissioner Weddell and seconded by Commissioner Turner to Amend the Register of Claims to increase the amount by \$3,444.60 for lawn mowing for a new Register of Claims totaling \$ 468,989.42.

The motion was adopted unanimously.

MONTHLY REDEVELOPMENT STAFF REPORT

Community Development Director Mark Brinson offered to answer any questions about the monthly report; however, the Commission did not have any questions.

OPEN FORUM

(1:30) Councilman Adam Sharf, Goshen, had a question about how the governing units were invited to the presentation last month per the recent state statute.

Mark Brinson stated that a letter was sent out to the units of government including the Goshen City Council.

(1:33) Larry Barkes, City Attorney, stated it was sent to the government units not to individual persons.

ANNOUNCEMENTS

It was announced that the next regular meeting is scheduled for January 15, 2019 at 3:00 p.m.

ADJOURNMENT

The regular meeting was adjourned at 4:35 p.m.

APPROVED on January 15, 2019.

GOSHEN REDEVELOPMENT COMMISSION

Thomas W. Stump, President

Brett Weddell, Secretary

GOSHEN REDEVELOPMENT COMMISSION

Minutes for the Executive Session held on December 11, 2018

The Goshen Redevelopment Commission met in an executive session on December 11, 2018 at the conclusion of the Commission's regular meeting at 4:34 p.m. The executive session was held 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 executive session was called to order by President Thomas Stump. On call of the roll, the members of the Goshen Redevelopment Commission were shown to be present or absent as follows:

Present: Andrea Johnson, Thomas Stump, and Brett Weddell, Vince Turner

Absent: Brian Krider and Jose Elizalde

PURPOSE OF EXECUTIVE SESSION

The executive session was held as authorized by Indiana Code § 5-14-1.5-6.1(b)(2)(D) for discussion of strategy with respect to the purchase or lease of real property by the Redevelopment Commission up to a time a contract or option to purchase or lease is executed by the parties.

No subject matter was discussed in the executive session other than the subject matter specified in the public notice.

ADJOURNMENT

The executive meeting was adjourned at 5:00 p.m.

APPROVED on January 15, 2019.

GOSHEN REDEVELOPMENT COMMISSION

Thomas W. Stump, President

Brett Weddell, Secretary

RESOLUTION 85-2018

Approve Request from Goshen Engineering to Issue a Request for Proposals for Engineering Services for the US 33 Auxiliary Lanes from Plymouth Avenue to Fairfield Avenue

WHEREAS the Goshen Engineering Department is seeking approval to issue a Request for Proposals for Engineering Services for the US 33 Auxiliary Lanes from Plymouth Avenue to Fairfield Avenue

WHEREAS this Request for Proposals is due by January 31, 2019 and will follow INDOT standard procedure for federally funded projects. A draft copy is attached.

NOW, THEREFORE, BE IT RESOLVED by the Goshen Redevelopment Commission that the Redevelopment Commission authorizes the issuance of a Request for Proposals for Engineering Services for the US 33 Auxiliary Lanes from Plymouth Avenue to Fairfield Avenue.

PASSED and ADOPTED on January 15, 2019

Thomas W. Stump, President

Brett Weddell, Secretary

Posting Date: December 17, 2018

Request for Proposals Notification

Title: City of Goshen US 33 Fairfield to Plymouth Improvements (Des # 1801613) in Fort Wayne District

Response Due Date & Time: January 31, 2019 at 3:00 PM

This Request for Proposals (RFP) is official notification of needed professional services. This RFP is being issued to solicit a letter of Interest (LOI) and other documents from firms qualified to perform engineering work on federal aid projects. A submittal does not guarantee the firm will be contracted to perform any services but only serves notice the firm desires to be considered.

Contact for Questions: Leslie Biek, PE, Civil Traffic Engineer
204 E Jefferson St. Suite 1
Goshen, IN 46528
(574) 534-2201
lesliebiek@goshencity.com

Submittal Requirements:

1. Letter of Interest – Three (3) Copies (required content and instructions follow)
2. One (1) signed Affirmative Action Certification and associated required documents for all items if the DBE goal is greater than 0%.

Submit To: Leslie Biek, PE, Civil Traffic Engineer
204 E Jefferson St. Suite 1
Goshen, IN 46528
(574) 534-2201
lesliebiek@goshencity.com

Selection Procedures:

Consultants will be selected for work further described herein, based on the evaluation of the Letter of Interest (LOI) and other required documents. The Consultant Selection Rating Form used to evaluate and score the submittals is included for your reference. Final selection ranking will be determined by:

- The weighted score totals with the highest score being the top ranked firm
- Rank totals with the lowest rank total being the top ranked firm

Requirements for Letters of Interest (LOI)

A. General instructions for preparing and submitting a Letter of Interest (LOI).

1. Provide the information, as stated in Item B below, in the same order listed and signed by an officer of the firm. Signed and scanned documents, or electronically applied signatures are acceptable. Do not send additional forms, resumes, brochures, or other material unless otherwise noted in the item description.
2. LOI's shall be limited to twelve (12) 8 ½" x 11" pages that include Identification, Qualifications, Key Staff, and Project Approach.
3. LOI's must be received no later than the "Response Due Date and Time"; as shown in the RFP header above. Responses received after this deadline will not be considered. Submittals must include all required attachments to be considered for selection.

B. Letter of Interest Content

1. Identification, Qualifications and Key Staff

- a. Provide the firm name, address of the responsible office from which the work will be performed and the name and email address of the contact person authorized to negotiate for the associated work.
- b. List all proposed sub consultants, their DBE status, and the percentage of work to be performed by the prime consultant and each sub consultant. (See Affirmative Action Certification requirements below.) A listing of certified DBE's eligible to be considered for selection as prime consultants or sub-consultants for this RFP can be found at the "Prequalified Consultants" link on the Indiana Department of Transportation (INDOT) Consultants Webpage. (<http://www.in.gov/indot/2732.htm>).
- c. List the Project Manager and other key staff members, including key sub consultant staff, and the percent of time the project manager will be committed for the contract, if selected. Include project engineers for important disciplines and staff members responsible for the work. Address the experience of the key staff members on similar projects and the staff qualifications relative to the required item qualifications.
- d. Describe the capacity of consultant staff and their ability to perform the work in a timely manner relative to present workload.

2. Project Approach

- a. Provide a description of your project approach relative to the advertised services. For project specific items confirm the firm has visited the project site. For all items address your firm's technical understanding of the project or services, cost containment practices, innovative ideas and any other relevant information concerning your firm's qualifications for the project.

Requirements for Affirmative Action Certification

A completed Affirmative Action Certification form is required for all items that identify a DBE goal greater than "0", in order to be considered for selection. The consultant must identify the DBE firms with which it intends to subcontract.

On the Affirmative Action Certification, include the contract participation percentage of each DBE and list what the DBE will be subcontracted to perform.

If the consultant does not meet the DBE goal, the consultant must provide documentation in additional pages after the form that evidences that it made good faith efforts to achieve the DBE goal.

All DBE subcontracting goals apply to all prime submitting consultants regardless of the prime's status of DBE.

INDOT DBE Reciprocity Agreement with KYTC

An Agreement between INDOT and the Kentucky Transportation Cabinet (KYTC) established reciprocal acceptance of certification of DBE firms in their respective states under the Unified Certification Program (UCP) pursuant to 49 CFR ?26.81(e) and (f).

Copies of the DBE certifications, as issued by INDOT or the Kentucky Transportation Cabinet (KYTC), are to be included as additional pages after the AAC form for each firm listed on the AAC form. The following are DBE Locator Directories for each State Transportation Agency:

INDOT: <https://entapps.indot.in.gov/DBELocator/>

KYTC: <https://transportation.ky.gov/Civil-Rights-and-Small-Business-Development/Pages/Certified-DBE-Directory.aspx>

Information about the Indiana DBE Program is available at: <https://www.in.gov/indot/2674.htm>.

Information about the KYTC DBE Program is available at: <https://transportation.ky.gov/Civil-Rights-and-Small-Business-Development/Pages/default.aspx>.

Work item details:

Local Public Agency: City of Goshen

Project Location: US 33 from Plymouth to Fairfield

Project Description: Road improvements including added turn lanes; center two way left turn lane; and pedestrian mid-block crossing including signage, striping, center pedestrian refuge island, and flashers.

INDOT Des #: 1801613

Phases Included: PE, RW (if needed)

Estimated Construction Amount: \$825,200

Funding: \$660,160 Federally funded

Term of Contract: 3 years until project bids

DBE goal: [Click here to enter percentage](#)

Required Prequalification Categories:

- | | |
|---|--|
| <input checked="" type="checkbox"/> 5.2 Environmental Document Preparation - CE | <input type="checkbox"/> 12.1 Project Management for Aquisition Services |
| <input checked="" type="checkbox"/> 6.1 Topographical Survey Data Collection | <input checked="" type="checkbox"/> 12.2 Title Search |
| <input checked="" type="checkbox"/> 8.1 Non-Complex Roadway Design | <input checked="" type="checkbox"/> 12.4 Appraisal |
| <input type="checkbox"/> 9.1 Level 1 Bridge Design | <input checked="" type="checkbox"/> 12.5 Appraisal Review |
| <input checked="" type="checkbox"/> 11.1 Right of Way Plan Development | <input type="checkbox"/> 13.1 Construction Inspection |

Additional Categories Listed Below:

[Click here to enter Additional Categories](#)

LPA Consultant Selection Rating Sheet

Sample:

| RFP Selection Rating for _____ | | | | Des. No. _____ | |
|---|---|-------|-------|-----------------------|-------------------|
| (City, County, Town) or (Local Public Agency) | | | | | |
| Services Description: _____ | | | | | |
| Consultant Name: _____ | | | | | |
| Evaluation Criteria to be Rated by Scorers | | | | | |
| Category | Scoring Criteria | Scale | Score | Weight | Weighted Score |
| Past Performance | Performance evaluation score averages from historical performance data. | | | | |
| | Quality score for similar work from performance database. | | | 6 | |
| | Schedule score from performance database. | | | 3 | |
| | Responsiveness score from performance database. | | | 1 | |
| Capacity of Team to do Work | Evaluation of the team's personnel and equipment to perform the project on time. | | | | |
| | Availability of more than adequate capacity that results in added value. | 1 | | 20 | |
| | Adequate capacity to meet the schedule. | 0 | | | |
| Insufficient available capacity to meet the schedule. | -1 | | | | |
| Team's Demonstrated Qualifications | Technical Expertise: Unique Resources that yield a relevant added value or efficiency to the deliverable. | | | | |
| | Demonstrated outstanding expertise and resources identified for required services for value added benefit. | 2 | | 15 | |
| | Demonstrated high level of expertise and resources identified for required services for value added benefit. | 1 | | | |
| | Expertise and resources at appropriate level. | 0 | | | |
| | Insufficient expertise and/or resources. | -3 | | | |
| | | | | | |
| Project Manager | Predicted ability to manage the project, based on: experience in size, complexity, type, subs, documentation skills. | | | | |
| | Demonstrated outstanding experience in similar type and complexity. | 2 | | 20 | |
| | Demonstrated high level of experience in similar type and complexity. | 1 | | | |
| | Experience in similar type and complexity shown in resume. | 0 | | | |
| | Experience in different type or lower complexity. | -1 | | | |
| Insufficient experience. | -3 | | | | |
| Approach to Project | Project Understanding and Innovation that provides cost and/or time savings. | | | | |
| | High level of understanding and viable innovative ideas proposed. | 2 | | 15 | |
| | High level of understanding of the project. | 1 | | | |
| | Basic understanding of the project. | 0 | | | |
| Lack of project understanding. | -3 | | | | |
| Weighted Sub-Total: | | | | | |
| It is the responsibility of scorers to make every effort to identify the firm most capable of producing the highest deliverables in a timely and cost effective manner without regard to personal preference. | | | | | |
| I certify that I do not have any conflicts of interest associated with this consultant as defined in 49CFR118.36. | | | | | |
| I have thoroughly reviewed the letter of interest for this consultant and certify that the above scores represent my best judgment of this firm's abilities. | | | | | |
| Signature: _____ | | | | | Print Name: _____ |
| Title: _____ | | | | | Date: _____ |
| (Form Rev. 4-7-16) | | | | | |

Des. #: [Click here to enter text.](#)**Affirmative Action Certification (AAC) for Disadvantaged Business Enterprises (DBE)**

I hereby certify that my company intends to affirmatively seek out and consider Disadvantaged Business Enterprises (DBEs) certified by the State of Indiana's DBE Program and the Kentucky Transportation Cabinet (KYTC) DBE Program to participate as part of this proposal. An Agreement between INDOT and KYTC established reciprocal acceptance of certification of DBE firms in their respective states under the Unified Certification Program (UCP) pursuant to 49 CFR §26.81(e) and (f).

I acknowledge that this certification is to be made an integral part of this proposal. I understand and agree that the submission of a blank certification may cause the proposal to be rejected. I certify that I have consulted the following DBE websites to confirm that the firms listed below are currently certified DBEs:

INDOT: <https://entapps.indot.in.gov/DBELocator/>KYTC: <https://transportation.ky.gov/Civil-Rights-and-Small-Business-Development/Pages/Certified-DBE-Directory.aspx>

I certify that I have contacted the certified DBE's listed below, and if my company becomes the CONSULTANT, these DBEs have tentatively agreed to perform the services as indicated. I understand that neither my company nor I will be penalized for DBE utilization that exceeds the goal. After contract award, any change to the firms listed in this Affirmative Action Certification to be applied toward the DBE goal must have prior approval by INDOT's Economic Opportunity Division.

I. DBE Subconsultants to be applied toward DBE goal for the RFP item:

| Certified DBE Name | Service Planned | Estimated Percentage to be Paid* |
|--------------------|-----------------|----------------------------------|
| | | % |
| | | % |
| | | % |
| | | % |

II. DBE Subconsultants to be utilized beyond the advertised DBE goal for the RFP item:

| Certified DBE Name | Service Planned | Estimated Percentage to be Paid* |
|--------------------|-----------------|----------------------------------|
| | | % |
| | | % |
| | | % |
| | | % |

Estimated Total Percentage Credited toward DBE Goal: _____

Estimated Percentage of Voluntary DBE Work Anticipated over DBE Goal: _____

Company Name: _____

Signature: _____ Date: _____

* It is understood that these individual firm percentages are estimates only and that percentages paid may be greater or less as a result of negotiation of contract scope of work. My firm will use good faith efforts to meet the overall DBE goal through the use of these or other certified and approved DBE firms.

RESOLUTION 01-2019

Partial Release of Real Estate Mortgage Executed by Millrace Neighborhood LLC

WHEREAS Millrace Neighborhood LLC, an Indiana limited liability company (“Purchaser”) acquired certain real estate along River Race Drive from the City of Goshen, Indiana, a political subdivision of the State of Indiana for the use and benefit of the Department of Redevelopment (“City”) pursuant to an Agreement for the Sale, Purchase and Development of Real Estate dated April 25, 2014.

WHEREAS a mortgage was executed by Purchaser on October 19, 2016 and recorded October 19, 2016 as instrument number 2016-21745.

WHEREAS City agrees to release the mortgage on a lot by lot basis to permit Purchaser to sell individual lots after the lot has been developed.

NOW, THEREFORE, BE IT RESOLVED that, on behalf of City, the Goshen Redevelopment Commission ratifies the partial release of mortgage on a portion of the real estate as described in the Partial Release of Real Estate Mortgage attached to this resolution.

PASSED and ADOPTED by the Goshen Redevelopment Commission on January 15, 2019.

Thomas W. Stump, President

Brett Weddell, Secretary

2018-25960

ELKHART COUNTY RECORDER
JENNIFER L. DORIOT
FILED FOR RECORD ON
AS PRESENTED
12/19/2018 02:55 PM



PARTIAL RELEASE OF REAL ESTATE MORTGAGE

The City of Goshen, Indiana, a political subdivision in the State of Indiana for the use and benefit of the Department of Redevelopment partially releases a certain Real Estate Mortgage executed by Millrace Neighborhood LLC, an Indiana limited liability company, to the City of Goshen, Indiana, a political subdivision of the State of Indiana for the use and benefit of the Department of Redevelopment, in the sum of \$500,000, dated October 19, 2016 and recorded October 19, 2016 as instrument number 2016-21745 in the Office of the Elkhart County Recorder.

City releases from the Real Estate Mortgage the following described real estate located in Elkhart County, State of Indiana more particularly described as follows:

Lot Number 4 as the Lot is known and designated on the recorded Plat of Co-Housing on the Goshen Millrace R-2 PUD; said Plat being recorded in Plat Book 36, page 61 in the Office of the Recorder of Elkhart County, Indiana.

This Partial Release of Real Estate Mortgage only applies to the real estate described above and does not otherwise release or affect the remaining real estate.

Dated December 18, 2018.

City of Goshen, Indiana, a political subdivision in the State of Indiana for the use and benefit of the Department of Redevelopment

A handwritten signature in cursive script, appearing to read 'Mark Brinson', is written over a horizontal line.

Mark Brinson,
Community Development Director

STATE OF INDIANA)
) SS:
COUNTY OF ELKHART)

Before me, the undersigned Notary Public, on December 18, 2018 personally appeared Mark Brinson, Community Development Director on behalf of the City of Goshen, Indiana, a political subdivision in the State of Indiana for the use and benefit of the Department of Redevelopment, and acknowledged the execution of the foregoing instrument.



Shannon Marks
Shannon Marks, Notary Public
Resident of Elkhart County, Indiana
My commission expires May 17, 2024
Commission number 685467

This instrument was prepared by Larry A. Barks, Goshen City Attorney, Attorney No. 3568-20, City of Goshen Legal Department, 204 East Jefferson Street, Suite 2, Goshen, Indiana 46528, (574) 533-9536.

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 (Larry A. Barks).

RESOLUTION 02-2019

Authorize Acquisition of Real Estate at 102 Olive Street

WHEREAS Redevelopment is interested in acquiring the real estate at 102 Olive Street, Goshen.

WHEREAS the real estate at 102 Olive Street is included on the list of parcels proposed for acquisition in the Economic Development Plan for the Consolidated River Race/US 33 Economic Development Area and Allocation Area.

WHEREAS City administration has negotiated the terms and conditions of an Agreement for the Sale and Purchase of Real Estate with Owen Weaver and Patricia Weaver, husband and wife, a copy of which is attached to and made a part of this resolution.

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

- A. Authorization is given to acquire the real estate more commonly known as 102 Olive Street, Goshen.
- B. The terms and conditions of the Agreement for the Sale and Purchase of Real Estate with Owen Weaver and Patricia Weaver, husband and wife, attached to this resolution are approved.
- C. Community Development Director Mark Brinson is authorized to execute the Agreement on behalf of the Goshen Redevelopment Commission.

PASSED and ADOPTED by the Goshen Redevelopment Commission on January 15, 2019.

Thomas W. Stump, President

Brett Weddell, Secretary

AGREEMENT FOR THE SALE AND PURCHASE OF REAL ESTATE

THIS AGREEMENT is made and entered into on _____, 2019, by and between **Owen Weaver and Patricia Weaver**, husband and wife, hereinafter referred to as "Seller," and **City of Goshen, Indiana**, a municipal corporation and political subdivision of the State of Indiana acting through the Goshen Redevelopment Commission, hereinafter referred to as "Redevelopment."

REAL ESTATE

In consideration of the purchase price and on the terms, covenants and conditions to be kept and performed by the respective parties, Seller agrees to sell and Redevelopment agrees to purchase the following real estate located in Elkhart Township, Elkhart County, Indiana, more commonly known as 102 Olive Street, Goshen, Indiana, 46528, and more particularly described as follows:

Fractional Lot Number One (1) and Lot Number Two (2) in Lettie Mercer's First Addition to Goshen, Indiana; as recorded in Deed Record 21, page 291 of the records in the office of the Recorder of Elkhart County, Indiana.

(Parcel Number: 20-11-10-160-018.000-015)

The above described real estate is hereinafter referred to as the "Real Estate."

The Real Estate shall include all land, all pertinent rights, privileges and easements and all buildings and fixtures in their present condition.

PURCHASE PRICE

Redevelopment agrees to pay and Seller agrees to accept the total sum of Fifteen Thousand Dollars (\$15,000) to be paid at the closing.

TAXES AND ASSESSMENTS

Seller shall pay the real estate taxes and assessments for 2018 due and payable in 2019. City shall pay the real estate taxes and assessments for 2019 due and payable in 2020 and thereafter.

TITLE SEARCH

A title search for the Real Estate shall be obtained. The cost of the title search shall be paid by Seller. Any encumbrances or defects in title must be removed and Seller must convey merchantable title subject to standard title exceptions. Seller agrees to pay the cost of obtaining all other documents necessary to perfect title so that merchantable title can be conveyed.

CLOSING

A closing will be held on or before February 28, 2019, unless the parties agree to a later date in writing. Parties will equally share the costs of the closing agent.

WARRANTY DEED

Seller shall deliver to Redevelopment a warranty deed conveying merchantable title to the Real Estate free and clear of all liens and encumbrances, except conditions of record including, but not limited to zoning restrictions, taxes, easements, and assessments. Title shall be transferred to "City of Goshen, Indiana for the use and benefit of its Department of Redevelopment".

POSSESSION OF REAL ESTATE

Possession and occupancy of the Real Estate will be delivered to Redevelopment the date of closing.

RISK OF LOSS

Seller shall assume the risk of loss until the possession of the Real Estate is transferred to Redevelopment at which time Redevelopment shall assume the risk of loss.

WARRANTIES

(1) Seller warrants that Seller will convey a good and merchantable title to Redevelopment. Redevelopment accepts the Real Estate AS IS without warranty of habitability. Seller makes no warranty, express or implied, that the Real Estate is suitable for any particular purpose.

(2) Redevelopment has made its own inspection of the Real Estate and relies solely upon Redevelopment's observation in deciding to purchase the Real Estate. Redevelopment does not rely upon any representation of Seller or any agent of Seller.

MISCELLANEOUS

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

(2) In the event that legal action is brought to enforce or interpret the terms of and conditions of this agreement, the proper venue for such action will be in a court of competent jurisdiction in Elkhart County, Indiana.

(3) In the event that either party brings an action to enforce any right conferred by this agreement or to force the other party to fulfill any obligation imposed by this agreement, the prevailing party of such action shall be entitled to recover all costs of that action, including reasonable attorneys' fees.

(4) In the event that any provision of this agreement is found to be invalid or unenforceable, then such provision shall be reformed in accordance with applicable law. The invalidity or unenforceability of any provision of this agreement shall not affect the validity or enforceability of any other provision of this agreement.

(5) All provisions, covenants, terms and conditions of this agreement apply to and bind the parties and their legal heirs, representatives, successors and assigns.

(6) This agreement constitutes the entire agreement between the parties and supersedes all other agreements or understanding between Redevelopment and Seller.

IN WITNESS WHEREOF, the parties have set their hands to this agreement as set forth below.

Seller

Redevelopment

Owen Weaver

Mark Brinson
Community Development Director
Goshen Redevelopment Commission
City of Goshen, Indiana

Patricia Weaver

Date: _____

Date: _____

RESOLUTION 03-2019

**Approve and Authorize Execution of Supplemental Agreement #3
With DLZ for Kercher Road Phase II Reconstruction**

WHEREAS the City entered into an agreement with DLZ on May 2, 2016, for the reconstruction of Kercher Road Phase II;

WHEREAS there was an \$8,500 increase in roadway design and an \$8,500 decrease in translator services, public info meetings and reimbursable costs. This is a net zero change. A copy of Supplemental Agreement #3 is attached to and made a part of this Resolution.

NOW, THEREFORE, BE IT RESOLVED that the Goshen Redevelopment Commission approves the terms and conditions of Supplemental Agreement #3 between DLZ and the City of Goshen that is attached to and made a part of this Resolution and Community Development Director Mark Brinson is authorized to execute Supplemental Agreement #3 on behalf of the City of Goshen and the Goshen Redevelopment Commission.

PASSED and ADOPTED on January 15, 2019

COMMISSION

GOSHEN REDEVELOPMENT

Thomas W. Stump, President

Brett Weddell, Secretary

SUPPLEMENTAL AGREEMENT NO. 3

This Supplemental Agreement No. 3 is made and entered into this ____ day of _____, 2019, by and between the City of Goshen, acting by and through its proper officials, hereinafter referred to as the "LPA", and DLZ Indiana, LLC, hereinafter referred to as the "CONSULTANT".

WITNESSETH

WHEREAS, the LPA entered into an agreement with the CONSULTANT on May 2, 2016, and Supplemental Agreement No. 1 on April 10, 2018 and Supplemental Agreement No. 2 on October 9, 2018, for the preparation of construction documents for the reconstruction of Kercher Road from Dierdorff Road to Firethorn Drive, Des No 1401747.

WHEREAS, after submittal of Final Tracings documents to INDOT, LPA requested CONSULTANT add communications infrastructure plans (wire conduit and Advanced Traffic Management System) to the Project.

NOW THEREFORE, the LPA and the CONSULTANT desire to amend the above referenced Design Contract as follows:

I. Add to Subsection "C" to Appendix "A" as follows:

- 10. The CONSULTANT shall prepare communications infrastructure plans for Kercher Road from Dierdorff Road to a point just east of Firethorn Drive for use as traffic signal interconnection and City/County communications network. The communications duct and cable are to be located along the south side of Kercher Road. Duct is to be four 1.25" communication conduits. Cable is to be 144 strand SMF cable, with 12 strand SMF cable connections to the traffic signal controller cabinet located at Kercher Road & Dierdorff Road. The length of the cable is approximately 1.0 mile. The CONSULTANT shall coordinate with the City for design of the fiber optic cable connections at the signalized intersection of Kercher Road & Dierdorff Road at the west end of the project. Fiber optic cable will be terminated in a handhole or vault east of Firethorn Drive. The CONSULTANT shall prepare quantities, special provisions, and a statement of probable construction cost.

II. Revise Appendix "D", Subsections A.1.B. as follows:

- B. The CONSULTANT will be paid for the work performed under Appendix "A" of this Agreement on a Lump Sum basis in accordance with the following schedule, except as noted in the items below:

| | Description | Amount |
|---|--|---------------------|
| <u>DESIGN ENGINEERING SERVICES</u> | | |
| A | Project Management | \$15,700.00 |
| B | Topographic Survey (Supplemental) and Location Control Route Survey Plat | \$24,100.00 |
| C | Roadway Design and Plans including Signing and Pavement Markings | \$155,920.00 |

| | | |
|---|---|---------------------|
| D | Roadway Design (if Needed for Changes to Geometrics along Synergy Parcel) | \$8,400.00 |
| E | Abbreviated Engineers Assessment | \$5,000.00 |
| F | Alignment Feasibility Study | \$7,300.00 |
| G | Pavement Analysis/Design and LCCA | \$19,900.00 |
| H | Utility Coordination | \$12,300.00 |
| I | Geotechnical Investigation and Report | \$19,700.00 |
| J | Public Info Meeting (Hourly Rate) | \$7,450.00 |
| K | Spanish Interpreter/Translator Services, (Hourly Rate) | \$0.00 |
| L | IDEM Rule 5 Permit, Erosion Control Report, Plans, and NOI Letter | \$3,900.00 |
| M | Reimbursable (Permit Fees, Publication costs, etc.)* | \$690.00 |
| N | Water Main Relocation | \$38,900.00 |
| O | Additional Information (AI) Documentation to the Environmental Document | \$12,800.00 |
| DESIGN ENGINEERING SERVICES SUBTOTAL | | \$332,060.00 |
| RIGHT OF WAY ENGINEERING | | |
| P | Title Encumbrance Report (30 @ \$300.00 EA) (including copying) | \$9,000.00 |
| Q | Title update (10 @ \$100.00 EA) | \$1,000.00 |
| R | Last Deed of Record Research (8 @ \$50.00 EA) | \$400.00 |
| S | Right of Way Calculations (Based on 21 Parcels) | \$27,300.00 |
| T | Descriptions (54 @ \$600.00 EA) | \$32,400.00 |
| U | Parcel Plats (20 @ \$600.00 EA) | \$12,000.00 |
| V | Transfer Documents (19 @ \$100.00 EA) | \$1,900.00 |
| W | R/W Staking (Based on One-Time Staking) | \$10,000.00 |
| X | Appraisal Problem Analysis (19 @ \$225.00 EA) | \$4,275.00 |
| Y | Appraisal Review - Synergy Parcel 4 | \$1,260.00 |
| RIGHT OF WAY ENGINEERING SERVICES SUBTOTAL | | \$99,535.00 |
| CONSTRUCTION (DESIGN) SERVICES | | |
| Z | Pre-Construction Conference, CIB Review & Bid and Construction Phase Office Services (Hourly Rate – See Exhibit #3) | \$15,000.00 |
| CONSTRUCTION (DESIGN) SERVICES SUBTOTAL | | \$15,000.00 |
| TOTAL | | \$446,595.00 |

III. Amendment:

Supplement Agreement No. 3 does not change the total compensation of this agreement. In all respects, all other terms and conditions as set forth in the original Agreement dated May 2, 2016, and Supplemental Agreement No. 1 dated April 10, 2018 and Supplemental Agreement No. 2 dated October 9, 2018, shall remain in full force and effect, except as herein modified.

The undersigned attests, subject to the penalties for perjury, that he is the contract party, or that he is the representative, agent, member or officer of the CONSULTANT that he has not, nor has any other member, employee, representative, agent or officer of the firm, company, corporation or partnership represented by him, directly or indirectly, to the best of his knowledge, entered into or offered to enter into any combination, collusion of agreement to receive or pay, and that he has not received or paid, any sum of money or other consideration for the execution of this Contract other than that which appears upon the face of the Contract.

IN TESTIMONY WHEREOF, the parties hereto have executed this Supplemental Agreement No. 3.

DLZ INDIANA, LLC

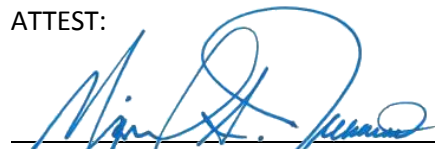


Gary K. Fisk, PE
Vice President

CITY OF GOSHEN, INDIANA, REDEVELOPMENT COMMISSION

Tom Stump, President

ATTEST:



Miguel A. Trevino, PE, CPE
Vice President

Vince Turner, Vice-President

Andrea Johnson, Member

Brian Krider, Member

Brett Weddell, Secretary

RESOLUTION 04-2019

**Approve and Authorize Execution of Listing Agreement
With Patty Miller of Century 21 Affiliated for 102 East Kercher Road**

WHEREAS the Goshen Redevelopment Commission is requesting authorization to execute a Listing Agreement with Patty Miller of Century 21 Affiliated for the listing of 102 East Kercher Road.

NOW, THEREFORE, BE IT RESOLVED that the Goshen Redevelopment Commission approves the terms and conditions of the Listing Agreement with Patty Miller of Century 21 Affiliated for 102 East Kercher Road attached to and made a part of this resolution.

BE IT FURTHER RESOLVED that Mark Brinson, Community Development Director is authorized to execute the Listing Agreement with Patty Miller of Century 21 Affiliated on behalf of the City of Goshen and Goshen Redevelopment Commission.

PASSED and ADOPTED on January 15, 2019

Thomas W. Stump, President

Brett Weddell, Secretary

Listing Contract (EXCLUSIVE RIGHT TO SELL)

1 Date: _____
2

3 In consideration of services to be performed by Century 21 Affiliated
4 (Broker/Company, hereinafter referred to as "Broker") for City of Goshen
5 ("Seller")

6 Seller appoints Broker as Seller's broker with irrevocable and exclusive right to sell, exchange, option, or lease the real property known
7 as 102 E Kercher Rd in Elkhart Township,
8 Elkhart County, Goshen, Indiana 46526-5409
9 (zip code) legally described as: 186.75 x 431.2 Ft. MW Cor N 1/2 N1/2 NW Ex PT For HWY EX Row .063 EX .50 Row Sec 27 1.286 A
10 (TIF 138) (the "Property")

11
12 This contract begins on _____, and expires at 11:59 P.M. _____
13 subject to the following terms and conditions:
14

15 List Price: \$ 175,000.00 Possession: DAY of close
16 Seller represents that Seller is is not delinquent on any loans which could constitute a lien on the Property and the total
17 loans affecting the Property do not exceed the list price and costs of sale. Seller is not a party to any bankruptcy proceeding.
18 Also, Seller has the capacity to convey the Property by a general Warranty Deed or by _____. Did the Seller
19 acquire ownership of the property at a tax sale, Sheriff's sale, any judicial sale, or mortgage foreclosure proceeding? Yes No.
20 Seller is is not a "foreign person" (individual or entity). Seller is is not subject to the Foreign Investment in Real Property Tax
21 Act. See <http://www.irs.gov/publications/p515/index.html>.
22

23 Terms of Sale: The Property may be sold for cash or any of the following methods indicated below:

- 24 Conventional Mortgage Conditional Sales Contract
25 Insured Conventional Mortgage FHA
26 Assumption of Existing Mortgage Balance VA
27 Other
28

29 Seller agrees to pay costs associated with financing not to exceed NONE - Sellers does NOT agree to any cost with buyers financing.
30 Property Offered for Sale: The above list price includes the Property and all improvements and fixtures permanently installed and affixed
31 thereto, except _____ Items of Personal Property
32 included in the sale: NONE
33
34
35

36 **A. EXCLUSIVE LISTING.** The parties understand and agree that this is an exclusive right to sell, ~~option, exchange or lease~~ listing, and
37 *AM* Broker shall be entitled to the commission hereinafter established which shall be payable upon the occurrence of any of the
38 following events:
39

- 40 *PM* 1. at the time the Property is sold, ~~optioned, exchanged or leased~~ by any person, including the Seller, to any person
41 during the term of this contract or any renewal or extension thereof,
42 *AM* 2. at the time Seller, Broker, or any other real estate licensee secures a buyer ~~or lessee~~ ready, willing and able to
43 purchase, ~~option, exchange or lease~~ the Property for such price and terms as specified, or such other price or terms
44 as Seller may accept,
45 *AM* 3. at the time an agreement is entered into sell, ~~exchange, option or lease~~ during the term of this contract or any
46 renewal or extension thereof, and ultimately completed after the termination of this contract,
47 *AM* 4. the Property is sold, ~~optioned, leased, or exchanged~~ by Seller or any person within 180 days after
48 termination of this Listing Contract to any person procured in whole or in part by the efforts of Broker, any cooperating
49 broker, or Seller, provided, however, this extension clause shall not apply if this Exclusive Listing Contract terminates and
50 the Property is listed exclusively with another licensed broker, or
51 *AM* 5. at the time of default by Seller to any valid, fully executed, written agreement to sell, ~~option, exchange, or lease~~ the Property.
52

53 Any commission required to be paid under items 1., 3. and 4. above shall be due and payable at the closing of the transaction when title
54 to or any interest in the Property is transferred to a buyer or lessee. Any commission required to be paid under items 2. and 5. above
55 shall be due and payable upon demand by Broker. In the event that commission is not paid when due, then Broker shall be entitled to
56 interest rate of 0 % per annum until commission is paid.
57

58 If the Seller and a Buyer sign a Purchase Agreement, Option to Purchase Real Estate, Lease or the closing of the sale of the Property will not
59 take place until after the term of this contract, then this contract shall automatically be extended to coincide with the closing date or term of the
60 lease.
61

62 **B. BROKER'S COMMISSION.** The broker's commission charged by the listing Broker for services rendered, with respect to any listing is
63 solely a matter of negotiation between Broker and Seller and is not fixed, controlled, suggested recommended or maintained by the
64 Indiana Association of REALTORS®, Inc., the local Board/Association of REALTORS®, the listing service (if applicable) or any person
65 not a party to the contract.

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(Property Address)

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66 Seller shall pay in cash to Broker for services a total commission as follows:
67

- 68 1. 6.000 % of the selling/exchange price or option selling price, but not less than \$ 2,500.00
69
70 2. In the event of a purchase option, the Seller agrees to compensate Broker N/A % of the
71 consideration paid for an Option to Purchase.
72 3. In the event of a lease, the Seller agrees to compensate Broker N/A % of all
73 amounts to be paid by a lessee to Seller over the term of the lease.
74 4. Other: The amount of compensation offered to co-operating brokers is their 3% of selling price which is included in
75 the 6% of brokers compensation listed above.
76

77 **SELLER HAS BEEN ADVISED OF BROKER'S COOPERATIVE COMPENSATION POLICY**, including the amount of compensation
78 that will be offered to cooperating brokers which is 3.000 % of the selling price but not less than \$ 1200,
79 included in total commission listed above.
80

81 **C. COMMISSION; ATTORNEY FEES.** For purposes of this contract, the parties understand and agree that Broker's commission is
82 deemed to be a share of the purchase money received by Seller. If any action is filed in relation to this Listing Contract, the
83 unsuccessful party shall pay to the successful party a reasonable sum for the successful party's attorney's fees and court costs.
84

85 **D. EARNEST MONEY.** Broker is authorized to accept earnest money or any part of the purchase price and hold it in an escrow/trust
86 account. In the event that Seller is to receive any portion of the earnest money, Seller authorizes Broker to keep any earnest money deposits
87 up to the amount the commission would have been if the sale was completed in payment for Broker's expenses, services and advertising.
88

89 **E. LISTING SERVICE INFORMATION (IF APPLICABLE).** It is understood that the Broker may rely on the validity of the data pertaining to
90 this Listing Contract which has been provided by the Seller, and the Seller agrees that Broker may disclose the data to a listing service,
91 Internet or any advertising media and that the Broker may furnish notice to a listing service or other provider of all changes of
92 information concerning the Property. Seller has been advised of the benefits of marketing a property through a listing service. Excluding
93 a property from a listing service may result in a lower number of offers received and lower sales price.
94

95 **F. INFORMATION REGARDING PROPERTY.** Seller acknowledges that the information on the Seller's Residential Real Estate Sales
96 Disclosure Form (if applicable) and the information provided for the listing is true and correct, and that Seller is the owner of the
97 Property or is the authorized agent(s) of the true owner with complete and full authority to act on behalf of the owner(s). Seller further
98 warrants that no other listing contract is now in force with any other broker. The Seller(s) or authorized agent(s) agree to indemnify,
99 actively defend and hold Broker, Company and its agents harmless from any damages, loss, liability and expenses including attorney
100 fees and costs, arising from incorrect information or failure to supply material information regarding the Property, including, but not
101 limited to the condition of appliances, heating, plumbing, electrical, sewage, major defects in structure, mold and/or other environmental
102 conditions or hazards, location of property lines, public and private restrictions on the use of the Property, any loss or liability in
103 conjunction with this agreement or with Broker or other licensees showing the Property including, but not limited to, injuries suffered by
104 other licensees or prospective buyers. *And the information provided for listing is true and
105 correct to the best of Seller's knowledge.*
106

107 **G. ENVIRONMENTAL CONTAMINANTS ADVISORY/RELEASE.** Seller acknowledges that Listing Broker, Selling Broker and all licensees
108 associated with Brokers are NOT experts and have NO special training, knowledge or experience with regard to the evaluation or
109 existence of possible lead-based paint, radon, mold and other biological contaminants ("Environmental Contaminants") which might
110 exist and affect the Property. Environmental Contaminants at harmful levels may cause property damage and serious illness, including
111 but not limited to, allergic and/or respiratory problems, particularly in persons with immune system problems, young children and/or the
112 elderly.

113 *pm* Seller agrees to ~~consult with appropriate experts and accepts all risks for Environmental Contaminants and releases and~~
114 ~~holds harmless all Brokers, their companies and licensees from any and all liability, including attorney's fees and costs,~~
115 ~~arising out of or related to any inspection, inspection result, repair, disclosed defect or deficiency affecting the Property,~~
116 ~~including Environmental Contaminants. This release shall survive the closing.~~
117

118 **H. AGENCY DISCLOSURES.**
119

- 120 1. **Office Policy.** Seller acknowledges receipt of a copy of the written office policy relating to agency.
121
122 2. **Agency Relationship.** I.C. 25-34. 1-10-9.5 provides that a Licensee has an agency relationship with, and is representing, the
123 individual with whom the Licensee is working unless (1) there is a written agreement to the contrary; or (2) the Licensee is merely
124 assisting the individual as a customer without compensation. Licensee(Broker) represents the interests of the Seller as Seller's
125 agent to sell the Property. Licensee owes duties of trust, loyalty, confidentiality, accounting and disclosure to the Seller. However,
126 Licensee must deal honestly with a buyer and disclose to the buyer information about the Property. All representations made by
127 Licensee about the Property are made as the agent of the Seller. Seller is advised that the Property may be sold with the
128 assistance of other Licensees working as buyer agents and that Licensee's company policy is to cooperate with and compensate

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129 buyer agents. Buyer agents are Licensees who show the Property to prospective buyers, but who represent only the interests
130 of the buyer. Buyer agents owe duties of trust, loyalty, confidentiality, accounting and disclosure to buyers. All representations
131 made by buyer agents about the Property are not made as the agent of the Seller.
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3. **Limited Agency Authorization.** Licensee or the managing broker may represent Buyer as a buyer agent if such a Buyer wishes to see the Property, Licensee has agency duties to both Seller and Buyer, and those duties may be different or even adverse. Seller knowingly consents to Licensee acting as a limited agent for such showings.

If limited agency arises, Licensee shall not disclose the following without the informed consent, in writing, of both Seller and Buyer:

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- Any material or confidential information, except adverse material facts or risks actually known by Licensee concerning the physical condition of the Property and facts required by statute, rule, or regulation to be disclosed and that could not be discovered by a reasonable and timely inspection of the Property by the parties.
 - That a Buyer will pay more than the offered purchase price for the Property.
 - That Seller will accept less than the listed price for the Property.
 - Other terms that would create a contractual advantage for one party over another party.
 - What motivates a party to buy or sell the Property.

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In a limited agency situation, the parties agree that there will be no imputation of knowledge or information between any party and the limited agent or among Licensees.

Seller acknowledges that Limited Agency Authorization has been read and understood. Seller understands that Seller does not have to consent to Licensee(s) acting as limited agent(s), but gives informed consent voluntarily to limited agency and waives any claims, damages, losses, expenses, including attorneys' fees and costs, against Licensee(s) arising from Licensee's(s)' role of limited agent(s).

I. **SELLER AUTHORIZATION AND COOPERATION.** Seller agrees to provide Broker with the required information necessary for entry into a listing service, Internet or other advertising media, to include electronic media and the use of any exterior/interior photos, if applicable. Seller will cooperate with Broker by permitting the Property to be shown at reasonable times and authorizes Broker to place and remove "For Sale" and other signs on the Property.

1. Seller authorizes Broker and cooperating brokers, buyer brokers, Broker's personal assistants, contractors, inspectors, appraisers and others reasonably necessary to market the Property to enter the Property. Seller acknowledges that a buyer may enter the Property with contractors, inspectors or appraisers without being accompanied by Broker. Buyer or Buyer's broker may take videos, photos and electronic images of the Property.
2. Seller will provide Broker with key(s) necessary to access the Property.
3. Seller authorizes Broker to have duplicate keys made.
4. Seller agrees not to rent or lease the Property during the term of this Listing Contract without written notification to Broker.
5. Seller agrees that Broker may work with buyer brokers to assist in performing Broker's duties according to the terms of this Listing Contract.
- AM 6. Seller grants to Broker an exclusive, non-revocable, ^{right} copyright license to disseminate, publish, modify and reproduce all of the content of this Listing Contract, including but not limited to, price and terms of financing on a closed sale, photographs, drawings, written descriptions, narratives, and motion pictures obtained or produced by Broker and Broker's agents pursuant to this Listing Contract to members of the Indiana Association of REALTORS®, Inc., to other brokers upon request and to a listing service, Internet or any advertising media. Seller agrees that Broker shall own all rights, title and interest, including but not limited to, any copyright in Property images taken by Broker's photographers or agents.
7. Seller authorizes its utility companies to divulge all utility information to Broker and to provide copies of utility statements, if requested. Seller's utility companies are as follows: _____
8. Seller authorizes its Homeowner's Association (HOA) to divulge all HOA information to Broker and to provide copies of all HOA documents if requested. HOA Management Company: _____ . HOA Contact Information: _____ . Seller acknowledges there are homeowner's association fees and/or assessments in the amount of \$ _____ per _____ , which have been paid by Seller through _____ .
9. Seller authorizes its lending institution to divulge all mortgage information to Broker and to provide copies of the note and mortgage, if requested. Seller's lending institution is _____ and the mortgage loan number is _____. If Seller's mortgage is subject to a pre-payment penalty, Seller agrees to give timely written notice to Seller's lender that the mortgage is to be pre-paid from the sale proceeds of the Property. It is acknowledged that Seller's failure to give this notice may result in a pre-payment penalty to be paid by Seller.
10. Seller does does not authorize Broker to disclose the existence of written offers to Buyer. If Seller has authorized disclosure of the existence of offers on the Property, Broker shall also disclose, if asked, whether offers were obtained by the listing licensee, another licensee in the listing firm or by a cooperating broker. (NOTE: Disclosure of individual and company names is not necessary.)
11. Seller is is not offering a limited home warranty.

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192 J. **LOCKBOX/KEY AUTHORIZATION/USE.** To facilitate access to the Property, a lockbox installation is is not authorized, subject
193 following acknowledgements/conditions:
194

- 195 1. Seller will safeguard valuables. Seller accepts responsibility for preparing the Property to minimize the likelihood of injury,
196 damage and/or loss of personal property.
- 197 2. Seller acknowledges Broker is not an insurer of Seller's real estate and personal property and waives claims against
198 Broker and Broker's authorized persons for loss and/or damage. Seller further agrees to indemnify and hold harmless Broker
199 and all authorized persons from claims by third parties from all loss and/or damage.
- 200 3. Seller instructs Broker to make reasonable efforts to notify Seller of showing requests. If Seller cannot be contacted to
201 schedule a showing, Seller authorizes does not authorize Broker to access the Property,
202
- 203 4. Where a tenant/lessee occupies the Property, it is Seller's sole responsibility to obtain tenant/lessee consent to allow the
204 use of a lockbox/key and consent for Broker to access the property.

205 K. **FAIR HOUSING.** The parties acknowledge that the Fair Housing Act prohibits discrimination in housing because of race, color, national
206 origin, religion, sex, familial status, and handicap.
207

208 The National Association of REALTORS® Code of Ethics also prohibits REALTORS® from discriminating on the basis of sexual
209 orientation or gender identity.
210

211 L. **ADDITIONAL PROVISIONS.**
212

- 213 1. Seller understands the terms of this Listing Contract and has received a copy.
- 214 2. The parties to this contract agree that it contains the entire agreement of the parties and cannot be changed except by their
215 written consent.
- 216 3. The parties to this contract agree that it is binding upon the parties' heirs, administrators, executors, successors and assigns.
- 217 4. The parties to this contract agree that this Agreement/contract together with any and all subsequent forms, amendments and
218 addenda may be executed simultaneously or in two or more counterparts, each of which shall be deemed an original, but all of
219 which together shall constitute one and the same instrument. The parties agree that this Agreement/contract together with any
220 and all subsequent forms, amendments and addenda may be transmitted between them electronically or digitally. The parties
221 intend that electronically or digitally transmitted signatures constitute original signatures and are binding on the parties. The
222 original documents shall be promptly delivered, if requested.
- 223 5. Broker may refer Seller to other professionals, service providers or product vendors, including lenders, loan brokers, title
224 insurers, escrow companies, inspectors, pest control companies, contractors and home warranty companies. Broker does not
225 guarantee the performance of any service provider. Seller is free to select providers other than those referred or
226 recommended to Seller by Broker.
- 227 6. Broker is not and shall not be charged with the responsibility for the custody, management, care, maintenance, protection or
228 repair of the Property nor for the protection or custody of any personal property located thereon, unless provided for in another
229 written agreement.
- 230 7. Seller consents to receive communications from Broker via telephone, U.S. mail, email, text message and facsimile at the
231 numbers/addresses provided to Broker unless Seller notifies Broker in writing to the contrary.
- 232 8. Where the word "Broker" appears, it shall mean "Licensee" as provided in I.C.25-34.1-10-6.8.
- 233 9. Seller discloses to Listing Broker that Seller is licensed and holds License # _____
234

235 M. **WIRE FRAUD.** If you receive any electronic communication directing you to transfer funds or provide nonpublic personal
236 information, **EVEN IF THAT ELECTRONIC COMMUNICATION APPEARS TO BE FROM BROKER OR TITLE COMPANY, do not**
237 **respond until you verify the authenticity by direct communication with Broker or Title Company. Do not rely on telephone**
238 **numbers provided in the electronic communication. Such requests may be part of a scheme to steal funds or use your**
239 **identity to commit a crime.**
240

241 N. **FURTHER CONDITIONS.**

242 **The Broker has no right to option, exchange or lease the real property described in this listing contract. The Seller agrees that the**
243 **Seller will not option, exchange or lease the real property during the term of the listing or extension of contract required by the**
244 **terms of the original contract or any extension agreed to in writing by Broker and Seller.**
245 _____
246 _____
247 _____

102 E Kercher Rd, Goshen, IN 46526-5409

(Property Address)

Page 4 of 5 (Listing Contract)

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Atty Miller

RB14033480

AGENT

IN LICENSE #

SELLER'S SIGNATURE

DATE

Century 21 Affiliated

BROKER OR COMPANY NAME

IN LICENSE #

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Atty Miller

ACCEPTED BY: MANAGING BROKER

DATE

SELLER'S SIGNATURE

DATE

PRINTED



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102 E Kercher Rd, Goshen, IN 46526-5409

(Property Address)

Page 5 of 5 (Listing Contract)

RESOLUTION 05-2019

**Approve Agreement Amendment with Amy Worsham for Creative Arts
Coordinator Services**

WHEREAS the Goshen Redevelopment Commission approved an agreement with Amy Worsham to provide services as a Creative Arts Coordinator on April 11, 2017.

NOW, THEREFORE, BE IT RESOLVED that the Goshen Redevelopment Commission approves the terms and conditions of the Amended Agreement with Amy Worsham for Creative Arts Coordinator Services attached to and made a part of this resolution.

BE IT FURTHER RESOLVED that Mark Brinson, Community Development Director is authorized to execute the Amended Agreement with Amy Worsham for Creative Arts Coordinator Services on behalf of the City of Goshen and Goshen Redevelopment Commission.

PASSED and ADOPTED on January 15, 2019

Thomas W. Stump, President

Brett Weddell, Secretary



Department of Community Development
CITY OF GOSHEN

204 East Jefferson Street, Suite 6 • Goshen, IN 46528-3405

Phone (574) 537-3824 • Fax (574) 533-8626
communitydevelop@goshencity.com • www.goshenindiana.org

Memorandum

To: Redevelopment Commission

From: Becky Hutsell, Project Manager

Date: January 15, 2019

RE: Agreement Amendment with Amy Worsham for the Creative Arts Coordinator Project

In 2016, the Elkhart County Convention & Visitor's Bureau (ECCVB) and Elkhart County Community Foundation (ECCF) created a Live/Work/Play Capacity Grant Program with the purpose of the assisting communities in increasing the success of downtown initiatives by building the capacity of stakeholder organizations to implement Live/Work/Play strategies. Goshen was awarded funding for three (3) years with \$50,000 being provided annually. For the first year, the \$50,000 was utilized by Goshen Theatre, Inc. to support their fundraising efforts. For the second and third years (4/2017 through 4/2019), the funds were committed to fund a Creative Arts Coordinator position to serve as staff to the Mayor's Arts Council.

After going through the RFP process, Amy Worsham was selected as Goshen's Creative Arts Coordinator in April 2017. At that time, two main projects were identified:

1. Development of a Goshen Art Market
2. Art & Culture Asset Database & Mapping

Aside from the two key projects, additional work items included seeking grant opportunities, promoting Goshen's art initiatives via various marketing outlets, acting as secretary to the Mayor's Arts Council and hosting monthly artist "meet ups".

Over the past 18 months, the focus of the project has shifted and the Arts Council has played a key role in guiding this process. Although a physical market was originally desired, it was determined that the market would better function as a non-profit than an entity of the city in order to remain viable and sustainable into the future. This past fall The Local Co. 132 was launched at 132 S. Main Street and is operated as a non-profit art market/artist co-op space similar to what was originally envisioned but separate from the City. Within its first two months, nearly 50 artists became part of their program and close to \$25,000 in artist revenue was generated. The creation of an art market is being removed from this agreement as the established non-profit achieves this goal with no on-going requirements from the City.

At the same time that the decision was being made regarding the art market, an Art for Everyone Gala was proposed and subsequently orchestrated by the Creative Arts Coordinator on behalf of the City and Arts Council. The event was held at Goshen Theater on September 15th and over 75 small works of art (8x10) created by local artists landed in the hands of event attendees. The Arts Council hopes that this

will be the first of many annual galas as the event was well received by the community and brought artists and art lovers together for a fun event. Development and coordination of this event has been added to the agreement.

The final significant amendment to the agreement includes development of the Mayor's Arts Council programming and an onboarding kit for new Council members. When the Mayor first began the Arts Council in August 2016, twelve (12) local artists were asked to be participate to help lead the Live/Work/Play program as the funds were implemented. Since that time, many of the original members have vacated their Council seats and made way for new members to join. The goal of this task is to develop a vision for the Council once it will no longer implementing the goals of the grant and to develop materials to bring new members up to speed on the history of the Council and its mission going forward.

This grant has helped bring together and build the arts movement in Goshen and has been a very positive experience. The grant allowed for a paid position to lead the efforts and the goal is that the momentum will continue forward for the Arts Council well beyond April when the grant expires.

The Commission oversees the agreement with Amy Worsham and is the entity that was awarded the funds from the ECCVB. There is no Commission funding contributing to this project and the request for approving the amendment is made today as this is the overseeing body. We request that the amendment request is approved.

AGREEMENT AMENDMENT

Creative Arts Coordinator Project

THIS AGREEMENT AMENDMENT is entered into on this ____ day of January, 2019, between Amy Worsham, hereinafter referred to as “Coordinator”, and the City of Goshen by its Redevelopment Commission, hereinafter referred to as “City”.

WHEREAS, the City entered into an Agreement with Coordinator dated April 13, 2017, for the “Creative Arts Coordinator Project” for an amount not to exceed One Hundred Thousand Dollars (\$100,000) to implement the scope of work defined for the project.

WHEREAS, the Arts Council voted to remove the development and implementation of an Art Market, add execution of an annual Art for Everyone Gala and to add the development of Arts Council programming and an onboarding packet for Council members to facilitate the long-term viability of the Council into the future.

WHEREAS, the City desires to contract with the Coordinator and Coordinator agrees to complete the revised scope of work.

NOW THEREFORE, in consideration of the mutual covenants contained in this amendment and the covenants contained in the original Agreement dated April 13, 2017, for the “Creative Arts Coordinator Project”, the parties agree as follows:

REVISED SCOPE OF SERVICES

The Scope of Services shall be amended to remove the “Development of a Goshen Art Market” and addition of “Coordination and Implementation of an Art for Everyone Gala” and “Mayor’s Arts Council Program Development and Onboarding Packet”. The previous scope of work has been revised and the original scope is being replaced as follows to incorporate the above listed changes and additional modifications:

Coordinator’s services under this agreement shall consist of the following tasks to complete the Project. Coordinator agrees to commit approximately thirty (30) hours per week, including Saturdays and Sundays to accommodate the scope of work.

Programmatic Activities

Coordinator will prepare and provide monthly updates to City regarding Project status and activities funded by City’s Live/Work/Play Capacity Grant, including details regarding hours worked and project accomplishments, no later than the 1st of each month. Coordinator will prepare and provide quarterly reports to City to track progress regarding the Project objectives and financial tracking. The quarterly reports shall cover the remaining periods ending January 31, 2019 and a final report for April 30, 2019. Coordinator shall submit all reports to the Mayor’s Arts Council and the Goshen Redevelopment Commission.

Creation of a Cultural Asset Database and Mapping Tool

Coordinator will create a database to map Goshen’s arts and culture with the goal of connecting various individuals, entities and groups, promoting Goshen, and informing the community.

Specific activities include the following:

1. Compile all available information on existing arts and culture resources in Goshen, research additional information needed and incorporate all information into the database no later than February 15, 2018. Continue to add and update the database throughout the end of the grant period. Provide an electronic document with all available information to the City of Goshen at the end of the grant period. Information should include a brief bio and artwork image for all entities to be listed in the database.
2. Rename the existing database to GoshenArtsCouncil.org. Develop a plan for transferring ownership to the City of Goshen and coordinate training for City staff on database maintenance once grant period is complete.
3. Once the database and mapping tool is approved, Coordinator shall relaunch the database, which shall be linked to the City of Goshen's website. Coordinator shall work with the selected firm building the database and the City of Goshen to ensure that there is an agreement in place for long-term web hosting and assistance for any necessary modifications that are required.

Mayor's Arts Council

Coordinator will attend all Arts Council meetings and will serve as the Council's secretary and will provide minutes/summaries of the meetings to the members. Coordinator acknowledges that such meetings may be scheduled outside the regular work week and hours.

Coordinator will provide materials to promote the Arts Council's initiatives via social media, including Facebook and Instagram, and also other social media platforms.

Coordinator shall continue organizing monthly workshops (Artist Meet Up's) focusing on topics to educate artists and makers on how to succeed in operating a creative business, for the duration of the grant period.

Grant Research and Writing

Coordinator will continue to seek out grant opportunities and prepare grant applications on behalf of the City and Arts Council to foster the community arts' initiatives that may arise during the term of this agreement Approval shall be granted by the Arts Council prior to submitting any applications.

Coordination and Implementation of an Art for Everyone Gala

Coordinator shall organize and coordinate an Art for Everyone Gala. Work to be completed includes the following:

1. Develop a framework for the event that can be duplicated annually.
2. Coordinate details regarding artist submission, ticket sales and funding for the event, including grant applications if applicable.
3. Solicit donations to facilitate the event.
4. Market the Art for Everyone Gala to the community.
5. Provide a written document after the event has been completed to detail process and framework, funding outlining including costs as well as revenue and overall findings regarding event success and suggestions for future galas no later than November 15, 2018.

Mayor's Arts Council Program Development & Onboarding Packet

Coordinator shall work with the Arts Council to define the goals and objectives of the group and create an onboarding packet for new members. MAC Program and member packet shall detail mission, short and long term goals and member expectations. This task shall be provided to the Arts Council for review and comments no later than February 15, 2018. Final deliverables shall be completed and submitted at the March 2019 meeting and, once approved by the Council, shall be provided to the Redevelopment Commission in April 2019.

SCHEDULE

No time extension shall be granted for this project.

All other terms and conditions of the April 13, 2017 Agreement shall remain the same.

IN WITNESS WHEREOF, the parties have executed this Agreement Amendment in duplicate on the _____ day of January, 2019.

**City of Goshen
Redevelopment Commission**

Creative Arts Coordinator

Mark Brinson,
Director of Community Development

Amy Worsham



**Engineering Department
CITY OF GOSHEN**

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

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

MEMORANDUM

TO: Redevelopment Commission

FROM: Leslie Biek, PE

RE: **INFORMATION: MACOG CALL FOR PROJECTS UPDATE**

DATE: January 9, 2019

MACOG's Call for Projects were due on 11/2/18. The City submitted three projects, two of which are on Redevelopments list of potential projects. They are:

- College Ave from US 33 to the Railroad tracks (Chicago line)- Add two way center left turn lane and 10' bike path on the north side
- Waterford Parkway Extension from SR 15 to the CR 40 Bridge
- Blackport Boardwalk and path from Monroe to Lincoln

MACOG has selected the College Ave road widening and path project. The project would be funded for construction in 2025.

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 **December 13, 2018** through **January 11, 2019** and finds that entries are allowed in the total amount of **\$1,130,696.80**

APPROVED on January 15, 2019

Thomas W. Stump, President

Brett Weddell, Secretary

GOSHEN REDEVELOPMENT COMMISSION

Itemized Expenditure Report

Claims from 12/13/18 through 01/11/19

| Invoice Date | Payee | Description | Claim # | Line Number | Amount |
|--------------|--|--|---------|---------------------|-----------------------|
| 1/1/919 | Quality Excavating | Debri to landfill for Millrace CoHousing | 1338 | 480-560-00-442.0000 | \$8,012.70 |
| 1/9/2018 | Quality Excavating | Debri to Landfill from Millrace CoHousing | 1339 | 480-560-00-442.0000 | \$1,035.00 |
| 1/1/2019 | Bank of New York Mellon Trust Company, NA (053 | Goshen Redev. Comm Ref 2015 | 1327 | 324-560-00-438.0120 | \$360,000.00 |
| 1/1/2019 | Bank of New York Mellon Trust Company, NA (053 | Goshen Redev. Comm Ref 2015 | 1327 | 324-560-00-438.0208 | \$24,281.25 |
| 1/3/2019 | BriMar Wood Inovations | Reimbursement 17 pay 18 taxes Fall installment | 1333 | 473-560-00-442.0000 | \$11,098.50 |
| 1/3/2019 | NIPSCO (00014) | Uitlity charges for Powerhouse | 1331 | 406-560-00-435.0101 | \$30.54 |
| 1/3/2019 | NIPSCO (00014) | Uitlity charges for Powerhouse | 1331 | 406-560-00-435.0201 | \$94.79 |
| 1/3/2019 | NIPSCO (00014) | Utility charges for 102 E Kercher | 1330 | 406-560-00-435.0101 | \$339.77 |
| 1/3/2019 | NIPSCO (00014) | Utility charges for 102 E Kercher | 1330 | 406-560-00-435.0201 | \$353.21 |
| 1/3/2019 | NIPSCO (00014) | Utility charges for 65706 State Road 15 | 1329 | 406-560-00-435.0201 | \$45.50 |
| 1/8/2019 | Elan Corporate Payment Systems | Excel Software Application Classes | 1334 | 406-560-00-439.0930 | \$400.00 |
| 1/9/2019 | Abonmarche (05859) | Staking for NIPSCO - Hawks/River Art | 1346 | 480-560-00-442.0000 | \$722.50 |
| 1/9/2019 | American Structurepoint, Inc. (03093) | Millrace Pavilion | 1335 | 480-560-00-431.0502 | \$111,323.72 |
| 1/9/2019 | Amy Worsham | January Payment for Mayors Art Council | 1348 | 230-510-00-449.2103 | \$4,086.95 |
| 1/9/2019 | DLZ Indiana, LLC (04710) | Goshen Industrial Park Drainage | 1345 | 473-560-00-431.0502 | \$960.00 |
| 1/9/2019 | DLZ Indiana, LLC (04710) | Kercher Road Phase 2 | 1337 | 473-560-00-431.0502 | \$1,396.38 |
| 1/9/2019 | Elkhart County Landfill (00587) | Debri from Millrace CoHousing | 1340 | 480-560-00-442.0000 | \$4,978.66 |
| 1/9/2019 | Goshen Community Schools | Advanced Manufacturing Pathway | 1344 | 473-560-00-431.0502 | \$100,000.00 |
| 1/9/2019 | Indiana Department of Transportation | Des 1382811 Northwest Bike Trail Change Order #1 | 1342 | 480-560-00-442.0000 | \$28,773.60 |
| 1/9/2019 | Lawson-Fisher Associates, PC (05374) | Northwest Bike Trail | 1343 | 480-560-00-431.0502 | \$25,343.19 |
| 1/9/2019 | Lochmueller Group | Kercher Road Phase 1 | 1336 | 473-560-00-431.0502 | \$34,458.54 |
| 1/10/2019 | Roberts Environmental Services, LLC | Environmental Services for Millrace CoHousing | 1349 | 480-560-00-442.0000 | \$6,962.00 |
| 1/11/2019 | Bank of New York Mellon Trust Company, NA (053 | Goshen Redevelopment Comm Ref 2015 - Rental Refu | 1350 | 324-560-00-438.0120 | \$406,000.00 |
| | | | | Total: | \$1,130,696.80 |



January 2019 Redevelopment Staff Report

PROJECT: USEPA REVOLVING LOAN FUND (RLF) GRANT PROGRAM

PROJECT DESCRIPTION

The City received a revolving loan fund (RLF) grant (\$1,000,000) to be used for remediation projects from the USEPA. The original funding was loan to the Redevelopment Commission by the City to remediate the former salvage yard property on East Lincoln. Per the loan agreement between the City and the Redevelopment Commission, the funds utilized (\$838,500) will be repaid into a Revolving Loan Account established by the City Council. The funds can then be granted and /or loaned back to the Commission or private developers for additional assessment and remediation work. The intention of the fund is to continue to revolve. However, the City has the ability to grant the full \$838,500 at which case the revolving component of the fund would be complete. Reporting for the grant will continue until all funds have been expended from the Revolving Loan Fund account.

PROJECT UPDATE

Staff and Legal are working to develop the guidelines for the loan/grant program and it is anticipated that it will be implemented this month. There is local non-profit waiting to apply for funding assistance as soon as the program is approved.

PROJECT: GOSHEN THEATER RENOVATION

PROJECT DESCRIPTION

Goshen Theater, Inc. has purchased the Goshen Theatre building to serve as an Arts and Entertainment facility downtown. A phased renovation of the theater has been proposed and fundraising is in progress.

PROJECT UPDATE

The Commission has included \$850,000 in the five year capital plan for funding. The Regional Development Authority has announced a funding allocation of \$1.8 million from the Regional Cities fund. The Community Foundation has committed \$1 million to the project, contingent on a 2:1 match from private donors. The theater board has secured approximately \$5.0 million to date, which includes \$1 million for an operating endowment.

KIL Architecture/Planning has been retained as the project architect and DJ Construction will be the construction manager. It is anticipated that design will be completed by late winter with construction beginning in May 2019.

PROJECT: NORTHWEST BIKE TRAIL CONNECTOR

PROJECT DESCRIPTION

The Northwest Bike Connector connects the northwest Goshen neighborhoods to the US 33 Commercial district, extending west along Bashor Road, north along Reliance Road, and then west along US 33 to end at Market Center shopping area.

PROJECT UPDATE

The trail has been completed with restoration to be done in the spring. There are lingering issues with drainage with the predominate drainage issue located in the southeast corner of Brookside Communities' entrance. The design firm and Rieth Riley are working on a solution to the problem, and the City anticipates the additional work will come an increase in the project cost.

PROJECT: NORFOLK SOUTHERN RAILROAD CROSSING SAFETY IMPROVEMENTS PHASE II

PROJECT DESCRIPTION

Federal Highway Safety Improvement Project (HSIP) funding was applied for the installation of new warning devices at two at-grade railroad crossing to improve safety and meet minimum Federal Railroad Administration (FRA) standards. The two crossings include: Jefferson Street and College Avenue.

PROJECT UPDATE

The work at the Jefferson Street crossing has been completed.

The College Xing improvements are currently under design by the railroad and would also follow a fall timeline for construction. This work will all be done by the railroad.

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

Here is the updated schedule for the implementation of the Quiet Zone:

- Fall/winter 2018 – Traffic counts to be done at each of the railroad crossings. Once US 33 Bypass is complete.
- Spring 2019 – Madison Street will become a local street in the fall and safety improvements can be implemented at this crossing, which is anticipated to cost approximately \$400,000.
- March 2019 – Submit the Public Authority Application (PAA) to Federal Railroad Administration (FRA) for review, which typically takes 2 months.
- Spring 2019 – Installation of signs and delineators at the railroad crossings.
- November 2019 – Railroad Quiet Zone is anticipated to be “in-service”.

The City met with the Federal Railroad Administration (FRA) and INDOT at the end of July to review the plans implementation status and finalize the proposed changes. We are currently working on the final plans to be submitted for approval.

PROJECT: NINTH STREET TRAIL FROM COLLEGE AVENUE TO PURL STREET

PROJECT DESCRIPTION

New bicycle and pedestrian trail construction along Ninth Street from College Avenue and Purl Street. The path will path be along the east side of Ninth Street from College Avenue to Jackson Street, then the path will extend on the west side of Ninth Street from Jackson Street to Purl Street

PROJECT UPDATE

INDOT will receive bids for the project on January 16. Shortly after receiving bids, the City will need to provide its 20% designated funding contribution of the construction costs.

PROJECT: STEURY AVENUE RECONSTRUCTION AND STORMWATER DETENTION AREA

PROJECT DESCRIPTION

This project has grown out of the recent improvements along the Steury Avenue corridor with the expansion of GDC, Lions Head, the Goshen Street Department and the Goshen Central Garage. The roadway 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 State Road 4 has small turning radiuses, which causes semi-traffic serving the corridor to make wide swings onto and off of Steury Avenue and State Road 4. 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 current plan is to reconstruct Steury Avenue from State Road 4 north 1,450-feet to the first roadway bend to the right. The new roadway cross section will have a thicker pavement section to support the additional vehicle traffic and curb and gutter to control stormwater water runoff. A new storm sewer will be constructed that directs stormwater to State Road 4 where several properties will be purchased, on the south side of State Road 4, to allow for the placement of a detention pond. The new detention pond will have an overflow release to Rock Run Creek.

PROJECT UPDATE

Phase I of the project has been completed and it is anticipated that Phase II will be constructed in 2020 followed by Phase III in 2021. The final design for the next two phases will be completed in 2019.

PROJECT: KERCHER ROAD RECONSTRUCTION FROM RAILROAD TO DIERDORFF ROAD

PROJECT DESCRIPTION

Improvements to Kercher Road from the Railroad to Dierdorff Road will include one lane in each direction and a center left turn lane, curb and gutter along with storm sewer, and a 10-foot sidewalk/bicycle trail along the south side of the roadway. The intersection at Pine Manor Drive and Industrial Park Drive will be aligned to allow for safe turning movements. This project was let in February 2018.

PROJECT UPDATE

Phase 1A of the project from the railroad tracks to Weymouth Blvd is in winter shutdown with the roadway open. The contractor was not able to pave surface this year and will have to complete in 2019. Phase 1B, from Weymouth to Dierdorff, will be completed in 2019. The pavement surface for Phase 1A and 1B will be completed at the same time.

PROJECT: KERCHER ROAD RECONSTRUCTION FROM DIERDORFF ROAD TO US 33

PROJECT DESCRIPTION

Improvements to Kercher Road from Dierdorff Road to US 33 will include one lane in each direction, a center left turn lane, curb and gutter along with storm sewer, and a 10-foot sidewalk/bicycle trail along the south side of the roadway. This project has a letting date of February 2019.

PROJECT UPDATE

Land acquisition has been completed. Final plans have been accepted by INDOT and bids will be received by INDOT on February 6, 2019.

PROJECT: KERCHER ROAD RETENTION AREA

PROJECT DESCRIPTION

Development of a plan for a stormwater retention area on the north side of Kercher Road, just east of the railroad tracks. This project will address some of the flooding problems in the Goshen Industrial Park.

PROJECT UPDATE

All work has been completed on the first phase of this project. Goshen Engineering is currently working with DLZ to finalize the construction plans. Once the necessary easements are acquired, bidding of the work will take place in 2019.

PROJECT: PLYMOUTH AVENUE AREA STORMWATER PROJECT

PROJECT DESCRIPTION

The city owns an existing stormwater facility located on the south side of State Road 119 and east of Lighthouse Lane. This facility does not adequately address the stormwater issues in the area. The project will supplement existing public stormwater facilities by constructing additional interconnecting detention areas in partnership with the developer of The Crossing, a residential subdivision. The project will also include the extension of Lighthouse Lane to connect to The Crossing.

PROJECT UPDATE

The Redevelopment Commission has approved an agreement with the Barak Group, LLC, developer of The Crossing subdivision. The agreement requires the developer to complete the design for stormwater and road improvements, which will then be bid by the City. Design is underway and construction should occur in the spring of 2019.

PROJECT: FORMER WESTERN RUBBER SITE

PROJECT DESCRIPTION

No development plans are in place for the parcel at this time. The remediation activities are complete at the site and we have received environmental closure.

PROJECT UPDATE

Staff is discussing the property with potential purchasers and will bring a proposal to the Commission at the appropriate time.

PROJECT: CREATIVE ARTS COORDINATOR – ECCVB LIVE/WORK/PLAY GRANT

PROJECT DESCRIPTION

The Redevelopment Commission received a 3-year grant from the Elkhart County Convention Visitors Bureau in June 2016. The program provides \$50,000 per year to provide capacity to move forward downtown initiatives. The funding for the first year was utilized by Goshen Theater, Inc. to put towards their fundraising campaign. The funding for the 2nd and 3rd year is being used to fund a Creative Arts Coordinator to help develop an arts market in downtown Goshen as well as a arts and asset database to connect and list all of the various individuals in Goshen that contribute to our arts and culture.

PROJECT UPDATE

An agreement amendment is being presented to the Commission this month. The agreement term runs through April 2019.

PROJECT: MULTI-USE PAVILION AND ICE RINK

PROJECT DESCRIPTION

A market analysis/feasibility study was completed in October 2017 to evaluate the ice rink/multi-use pavilion project on the west side of the Millrace Canal and the results were favorable. The concept is to have a parks' department operated facility that will function year round for programming and events. Public feedback was incorporated into the study and all interviewed

community members are in support of the idea. The City has received a \$300,000 grant from the Regional Cities initiative and \$1,000,000 from the Elkhart County Community Foundation. Mayor Stutsman has received a \$1,000,000 anonymous private commitment and he continues to talk with other potential donors to fulfill the costs of the project. The Commission has pledged \$2,500,000 as part of the approval of our 5 Year Capital Plan.

PROJECT UPDATE

American Structurepoint has been hired to design the pavilion and work is underway. A kickoff meeting was held in late August and two additional meetings have been held to continue refining the project goals and design. All design work is to be completed by February 15, 2019.

PROJECT: RIVER ART

PROJECT DESCRIPTION

An agreement has been executed with Insite Development to design and construct an upscale residential project along the millrace canal. The site is near the intersection of South Third Street and Jefferson Street.

The River Art development project will consist of an approximately 46-unit apartment building, the construction of 18 condominium/apartment units in the north half of the Hawks building and the creation of a new community park. The new apartments will be constructed on property previously offered for sale by the Goshen Redevelopment Commission. The development site also includes the north half of the Hawks building which is privately owned and will be acquired separately by the developer.

The developer plans to invest \$11 million on the construction of a modern architectural style building featuring high-quality rental apartments. Amenities include covered parking spaces for residents located under the apartment building, a common terrace shared by residents and private balconies for individual apartments.

An additional \$3.6 million would be invested in the complete redevelopment of the north half of the Hawks Building for the construction of condominiums. Plans also include the possibility of constructing a coffee shop and gallery space on the first floor of the Hawks building.

As an amenity to the two development projects, Insite is proposing to design and construct a small community park on the vacant lot north of the Hawks Building. The park would serve area residents including those at the Hawks and River Art and will feature landscaping, a walkways, benches, lighting and public art produced by local artists. The developer would donate the completed park to the City.

PROJECT UPDATE

A development agreement was executed on March 26th. Closing was held on April 17th for the north half of the Hawks building. Design work is well underway and a pre-development meeting with the developer and City staff was held in April 2018 to go over the preliminary design details. Final plans for the Hawks building have been submitted for Tech Review and work is anticipated to begin for that first piece this fall with a spring start for the new apartment building.

PROJECT: MAIN STREET IMPROVEMENTS

PROJECT DESCRIPTION

Main Street is currently part of US 33 and is therefore under the jurisdiction of INDOT. The transfer should occur in sometime in the winter/early spring.

The Goshen Engineering Department will be redesigning Main Street from Pike south to Madison to include a number of aesthetic and functional improvements. The project has been scaled down for 2019 so that an all-encompassing project can be planned for in the future. Features under consideration include:

1. Installation of some bump out areas (intersections and mid-block)
2. Mill and surface pavement
3. Installation of new underground conduit for street lights
4. Striping for angle parking
5. Some selective sidewalk improvement

The River Race Capital Plan includes \$500,000 for construction in 2019.

PROJECT UPDATE

A public open house was on May 7, 2018, to gather input on what the public would like to see and has also met with EID and DGI. The City has received lots of input and is currently tabulating the comments. A survey has been completed so the design can begin. Based upon the current funding, the following work is being planned for in 2019: 1.) Deep mill, pavement patching and resurface the roadway; 2.) Improved bumpouts at Washington Street and Main Street; 3.) Placement of angled parking; 4.) Select sidewalk panel replacement to address public safety; 5.) Evaluation and possible replacement of street lighting. The project is scheduled for construction in 2019.

PROJECT: MILLRACE TOWNHOME SITE

PROJECT DESCRIPTION

The Redevelopment Commission issued an RFP for the Millrace Townhome site on River Race Drive and received two proposals. A committee was established to review both proposals and make a recommendation to the board. The committee, which included members of the Redevelopment Commission, the Mayor and City staff, recommended that the Commission select the proposal from Insite Development as the preferred project. The proposed project includes 16 town homes, ranging in size from 2,500 to 3,000 square feet. All homes would feature private garages, decks and courtyards. Total private investment is projected to be \$4.2 million, with construction being completed in 2020.

At the December Redevelopment meeting, the Commission authorized staff to negotiate a development agreement with Insite Development

PROJECT UPDATE

A development agreement has been drafted by the Goshen Legal Department and has been reviewed by staff. The draft agreement has been sent to the developer for comment and the final agreement is expected to be on the February Redevelopment Commission agenda. The developer will also give an overview of the project at that time.