



**GOSHEN REDEVELOPMENT COMMISSION
AGENDA FOR THE REGULAR MEETING OF May 14, 2019**

The Goshen Redevelopment Commission will meet on May 14, 2019 at 3:00 p.m. in the City Court Room/ Council Chambers at the Goshen Police & Court Building, 111 East Jefferson Street, Goshen, Indiana.

1. CALL TO ORDER/ROLL CALL

2. APPROVAL OF MINUTES

3. OPEN PROPOSALS – 627 South Third Street

3. NEW BUSINESS

Resolution 25-2019 – Annual Determination of Excess Assessed Value in the Plymouth Avenue Allocation Area

Resolution 26-2019 – Annual Determination of Excess Assessed Value in the Southeast Allocation Area

Resolution 27-2019 – Annual Determination of Excess Assessed Value in the River Race/US33 Allocation Area

Resolution 28-2019 – Annual Determination of Excess Assessed Value in the Lippert/Dierdorff Allocation Area

Resolution 29-2019 - Approving the Water and Sewer Agreement for the Real Estate at 65706-1 State Road 15

Resolution 30-2019 – Approve Sale of 102 East Kercher Road

Resolution 31-2019 – Authorization to Proceed with Eminent Domain to Acquire Real Estate on East Lincoln Avenue

Resolution 32-2019 - Approve and Authorize Execution of Agreement Amendment with River Arts, LLC

Resolution 33-2019 – Authorize Negotiation and Execution of a Contract for Demolition of 401 South Third Street and 204 West Madison Street

Resolution 34-2019 – Approve Execution of Change Order No. 1 with HRP Construction for Jefferson Street/River Race Parking Lot

Resolution 35-2019 – Approve Execution of Change Order No. 1 with Abonmarche Consultants, Inc. for Ninth Street Corridor Multi-Use Path

Resolution 36-2019 – Approve and Authorize Execution of Agreement Amendment with Abonmarche Consultants, Inc. for Stuary Avenue/Lincoln Avenue Roadway Reconstruction & Drainage Improvement Project

Discussion: Temporary Parking at 401 South Third Street

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 – June 11, 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.

GOSHEN REDEVELOPMENT COMMISSION

Minutes for the Regular Meeting of April 9, 2019

The Goshen Redevelopment Commission met in a regular meeting on April 9, 2019 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: Brian Garber, Andrea Johnson, Thomas Stump and Vince Turner

Absent: Brian Krider and Bradd Weddell

APPROVAL OF MINUTES

A motion was made by Commissioner Turner and seconded by Commissioner Garber to approve the minutes of the March 12, 2019 regular meeting

The motion was adopted unanimously.

NEW BUSINESS

Resolution 17-2019 – Rafity Goshen Commom Council Resolution 2019-10 Establishing the Goshen Theater Project Fund and Disburse Funds

Larry Barkes, City Attorney, this is finalizing the resolution and the fund is established. This is necessary to start to make payments.

A motion was made by Commissioner Garber Johnson and seconded by Commissioner Garber to approve Resolution 17-2019.

The motion was adopted unanimously.

Resolution 18-2019 – Approve and Authorize Execution of a Contract with Jerry Reed Excavating, LLC for Demolition of 102 Olive Street

Becky Hutsell, Redevelopment Project Manager, Legal Department prepared specs for the demolition and 2 bids were received. Asking permission to move forward with an agreement. Work will be completed within 45 days after the agreement is signed.

A motion was made by Commissioner Turner and seconded by Commissioner Garber to approve Resolution 18-2019.

The motion was adopted unanimously.

Resolution 19-2019 Award Bid and Authorize Negotiation and Execution of an Agreement for Lawn Mowing Services for Redevelopment Owned Properties.

Becky Hutsell, Redevelopment Project Manager, 2 bids were received for lawn mowing with Stiver Group submitting the lowest bid. This is broken into 2 sections, lump sum, per mow and fall cleanup. Would like to add additional mowing not exceed \$3,000.00.

A motion was made by Commissioner Turner and seconded by Commissioner Garber to amend Resolution 19-2019 Item #2 to say not to exceed \$3,000 for additional mowing.

The motion was adopted unanimously.

A motion was made by Commissioner Turner and seconded by Commissioner Garber to approve Resolution 19-2019 as amended.

The motion was adopted unanimously.

Resolution 20-2019 - Acceptance of Water Utility Easement for 65706 State Road 15 and 65736 State Road 15

Becky Hutsell, Redevelopment Project Manager, prior to starting the Waterford Mills Parkway project properties were acquired along State Road 15. Water main was installed as part of this project along west edge of property and the water main is inside the property line because it was city property. The easements were approved at the Board of Works meeting on April 8, 2019. The easements are needed before the properties can be sold.

A motion was made by Commissioner Johnson and seconded by Commissioner Garber to approve Resolution 20-2019.

The motion was adopted unanimously.

Resolution 21-2019 – Approve Funding for Extension of Water Service and Water and Sewer Agreement for 65736 State Road 15

Becky Hutsell, Redevelopment Project Manager, the Commission owns the rental property at 65736 State Road 15 which currently occupied as a 4-plex. Property Management notified us that the bladder tank is leaking and the well pump is running constantly. Options are to replace the tank or connect to city water. We are getting ready to sell the property. Tap fees are \$2,845 and asking for an additional \$5,000 for hiring plumber, switching the connection and well abandonment. This Agreement also go to City Council for approval.

A motion was made by Commissioner Turner and seconded by Commissioner Garber to approve Resolution 21-2019.

The motion was adopted unanimously.

Resolution 22-2019 – Approve Execution of Change Order #4 for Northwest Bike Trail

Leslie Biek, Traffic Engineer, at the entrance of Brookside Manor there is a drainage issue. The contractor removed some of the path and it helped with the drainage. DLZ looked at the site and has a proposed solution. The solution is to install a swale behind the path and re-slope the path away from road to the new swale. Rieth Riley has proposed a not to exceed price of \$25,000 to perform the work. For cost savings, the road will be closed for a couple days and no traffic control will be needed. Requesting permission to proceed with this change order and once work is performed and have actual cost, a final change order will be brought back to the commission.

Leslie Biek introduced Mike Trevino of DLZ Corporation the designer of Northwest Bike Trail.

Mike Trevino, Vice President of DLZ, stated that DLZ will stand behind the issue whatever the cost incurred. DLZ has been in business for over 100 years and we stand behind our work. Mr. Trevino gave some history about the project and some of the issue that have happened. Mr. Trevino also stated that DLZ values the relationship with the City of Goshen and hopes it continues.

Commissioner Turner and Commissioner Stump thanked Mr. Trevino for coming today and talking to the Commission.

A motion was made by Commissioner Turner and seconded by Commissioner Johnson to approve Resolution 22-2019.

The motion was adopted unanimously.

Resolution 23-2019 – Award Bid and Authorize Negotiation and Execution of an Agreement for Jefferson Street/River Race Drive Parking Lot

Leslie Biek, Traffic Engineer, 3 bids were received and opened at the April 8th Board of Works meeting. Received a favorable bid well within our estimate. There was a base bid and an alternate bid which was to install a downward globe style light that distributes light evenly in all directions. The bid does not include 2 lights that need to have a double cobra head. HRP is the lowest bidder and they have been asked to provide a quote on the 2 additional lights. Requesting permission to approve the contract with HRP as the lowest responsive and responsible bidder and approve the bid and alternate amount not to exceed \$25,000 for a contract amount not to exceed \$770,126.48.

A motion was made by Commissioner Garber and seconded by Commissioner Garber Johnson to approve Resolution 23-2019.

The motion was adopted unanimously.

Resolution 24-2019 – Approve and Authorize Execution of Change Order No. 1 and Change Order No. 2 for Kercher Road Reconstruction Phase 1

Leslie Biek, Traffic Engineer, Change Order No. 1 is a result of delays from NIPSCO utility relocation. The contractor had to modify their schedule and was not able to pave final surface last year and will pave this year. Change Order No. 1 will increase the contract amount by \$24,164.24 with an additional 31 days to the intermediate completion date. Change Order No. 2 is a result of the railroad tracks being closed the construction season for relocation of the signal and gates. The contractor incurred additional trucking costs due to the closure of the tracks. Change Order No. 2 will increase the contract amount by \$1,116.27.

A motion was made by Commissioner Turner and seconded by Commissioner Johnson to approve Resolution 24-2019.

The motion was adopted unanimously.

Update: Main Street – Leslie Biek, Traffic Engineer, stated that the transfer of Main Street to the City will take place on April 19, 2019.

APPROVAL OF REGISTER OF CLAIMS

3 new claims were added to the Register of Claims totaling \$1,225.00 for a new total of \$212,888.12

A motion was made by Commissioner Garber and seconded by Commissioner Turner to approve the Register of Claims totaling \$212,888.12 as amended.

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.

ANNOUNCEMENTS

It was announced that the next regular meeting is scheduled for May 14, 2019 at 3:00 p.m.

ADJOURNMENT

A motion was made by Commissioner Turner and seconded by Commissioner Garber to adjourn the April 9, 2019 regular meeting.

The regular meeting was adjourned at 3:47 p.m.

APPROVED on May 14, 2019.

GOSHEN REDEVELOPMENT COMMISSION

Thomas W. Stump, President

Andrea Johnson, Secretary

GOSHEN REDEVELOPMENT COMMISSION

Minutes for the Executive Session held on April 9, 2019

The Goshen Redevelopment Commission met in an executive session on April 9, 2018 at the conclusion of the Commission's regular meeting at 3:47 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, Vince Turner and Brian Garber

Absent: Brian Krider, Bradd Weddell

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 4:10 p.m.

APPROVED on May 14, 2019.

GOSHEN REDEVELOPMENT COMMISSION

Thomas W. Stump, President

Andrea Johnson, Secretary

RESOLUTION 25-2019

Annual Determination of Excess Assessed Value in the Plymouth Avenue Allocation Area

WHEREAS, the Goshen Redevelopment Commission established the Plymouth Avenue Economic Development Area and Allocation Area.

WHEREAS, Indiana Code §36-7-14-39(b)(4)(A) requires the Redevelopment Commission to determine, before July 1st of each year, what amount, if any, by which the assessed value of the taxable property in the allocation area for the most recent assessment date minus the based assessed value, when multiplied by the estimated tax rate of the allocation area, will exceed the amount of the assessed value needed to produce the property taxes necessary to make, when due, principal and interest payments on bonds described in Indiana Code § 36-7-14-39(b)(3) plus the amount necessary for other purposes described in Indiana Code § 36-7-14-39(b)(3).

WHEREAS, Indiana Code §36-7-14-39(b)(4)(B) requires that the Redevelopment Commission provide, before July 1st of each year, written notice to the county auditor, the fiscal body of the municipality that established the department of redevelopment, and the officers who are authorized to fix budgets, tax rates, and tax levies under Indiana Code § 6-1.1-17-5 for each of the other taxing units that is wholly or partly located with the allocation area.

WHEREAS, Indiana Code §36-7-14-39(b)(4)(C) requires that the Redevelopment Commission provide, before July 1st of each year, to the legislative body of the unit its determination of the excess assessed value that the Commission proposes to allocate to the respective taxing units.

NOW, THEREFORE, BE IT RESOLVED that, pursuant to Indiana Code §36-7-14-39(b)(4), the Goshen Redevelopment Commission determines that the:

- (A) The assessed value of the taxable property in the Plymouth Avenue Allocation Area for the most recent assessment date minus the based assessed value, when multiplied by the estimated tax rate of the Plymouth Avenue Allocation Area, will NOT exceed the amount of the assessed value needed to produce the property taxes necessary to make, when due, principal and interest payments on bonds described in Indiana Code §36-7-14-39(b)(3) plus the amount necessary for other purposes described in Indiana Code §36-7-14-39(b)(3).
- (B) There is no excess assessed value of the taxable property in the Plymouth Avenue Allocation Area to be allocated to the respective taxing units in the manner prescribed by Indiana Code §36-7-14-39(b)(1).
- (C) There is no excess assessed value of the taxable property in the Plymouth Avenue Allocation Area expected to generate more than two hundred percent (200%) of the amount of allocated tax proceeds necessary to make, when due, principal and interest payments on bonds described in Indiana Code §36-7-14-39(b)(3) plus the amount necessary for other purposes described in Indiana Code §36-7-14-39(b)(3).

BE IT FURTHER RESOLVED that a copy of this resolution shall be provided to the Elkhart County Auditor, the Goshen Common Council, and the officers of the other taxing units that are located wholly or partly within the Plymouth Avenue Allocation Area.

PASSED and ADOPTED on May 14, 2019

GOSHEN REDEVELOPMENT COMMISSION

Thomas W. Stump, President

Andrea Johnson, Secretary

RESOLUTION 26-2019

Annual Determination of Excess Assessed Value in the Southeast Allocation Area

WHEREAS, the Goshen Redevelopment Commission established the Southeast Economic Development Area and Allocation Area.

WHEREAS, Indiana Code §36-7-14-39(b)(4)(A) requires the Redevelopment Commission to determine, before July 1st of each year, what amount, if any, by which the assessed value of the taxable property in the allocation area for the most recent assessment date minus the based assessed value, when multiplied by the estimated tax rate of the allocation area, will exceed the amount of the assessed value needed to produce the property taxes necessary to make, when due, principal and interest payments on bonds described in Indiana Code § 36-7-14-39(b)(3) plus the amount necessary for other purposes described in Indiana Code § 36-7-14-39(b)(3).

WHEREAS, Indiana Code §36-7-14-39(b)(4)(B) requires that the Redevelopment Commission provide, before July 1st of each year, written notice to the county auditor, the fiscal body of the municipality that established the department of redevelopment, and the officers who are authorized to fix budgets, tax rates, and tax levies under Indiana Code § 6-1.1-17-5 for each of the other taxing units that is wholly or partly located with the allocation area.

WHEREAS, Indiana Code §36-7-14-39(b)(4)(C) requires that the Redevelopment Commission provide, before July 1st of each year, to the legislative body of the unit its determination of the excess assessed value that the Commission proposes to allocate to the respective taxing units.

NOW, THEREFORE, BE IT RESOLVED that, pursuant to Indiana Code §36-7-14-39(b)(4), the Goshen Redevelopment Commission determines that the:

- (A) The assessed value of the taxable property in the Southeast Allocation Area for the most recent assessment date minus the based assessed value, when multiplied by the estimated tax rate of the Southeast Allocation Area, will NOT exceed the amount of the assessed value needed to produce the property taxes necessary to make, when due, principal and interest payments on bonds described in Indiana Code §36-7-14-39(b)(3) plus the amount necessary for other purposes described in Indiana Code §36-7-14-39(b)(3).
- (B) There is no excess assessed value of the taxable property in the Southeast Allocation Area to be allocated to the respective taxing units in the manner prescribed by Indiana Code §36-7-14-39(b)(1).
- (C) There is no excess assessed value of the taxable property in the Southeast Allocation Area expected to generate more than two hundred percent (200%) of the amount of allocated tax proceeds necessary to make, when due, principal and interest payments on bonds described in Indiana Code §36-7-14-39(b)(3) plus the amount necessary for other purposes described in Indiana Code §36-7-14-39(b)(3).

BE IT FURTHER RESOLVED that a copy of this resolution shall be provided to the Elkhart County Auditor, the Goshen Common Council, and the officers of the other taxing units that are located wholly or partly within the Southeast Allocation Area.

PASSED and ADOPTED on May 14, 2019

GOSHEN REDEVELOPMENT COMMISSION

Thomas W. Stump, President

Andrea Johnson, Secretary

RESOLUTION 27-2019

Annual Determination of Excess Assessed Value in the Consolidated River Race / US 33 Allocation Area

WHEREAS, the Goshen Redevelopment Commission established the Consolidated River Race / US 33 Economic Development Area and Allocation Area.

WHEREAS, Indiana Code §36-7-14-39(b)(4)(A) requires the Redevelopment Commission to determine, before July 1st of each year, what amount, if any, by which the assessed value of the taxable property in the allocation area for the most recent assessment date minus the based assessed value, when multiplied by the estimated tax rate of the allocation area, will exceed the amount of the assessed value needed to produce the property taxes necessary to make, when due, principal and interest payments on bonds described in Indiana Code § 36-7-14-39(b)(3) plus the amount necessary for other purposes described in Indiana Code § 36-7-14-39(b)(3).

WHEREAS, Indiana Code §36-7-14-39(b)(4)(B) requires that the Redevelopment Commission provide, before July 1st of each year, written notice to the county auditor, the fiscal body of the municipality that established the department of redevelopment, and the officers who are authorized to fix budgets, tax rates, and tax levies under Indiana Code § 6-1.1-17-5 for each of the other taxing units that is wholly or partly located with the allocation area.

WHEREAS, Indiana Code §36-7-14-39(b)(4)(C) requires that the Redevelopment Commission provide, before July 1st of each year, to the legislative body of the unit its determination of the excess assessed value that the Commission proposes to allocate to the respective taxing units.

NOW, THEREFORE, BE IT RESOLVED that, pursuant to Indiana Code §36-7-14-39(b)(4), the Goshen Redevelopment Commission determines that the:

- (A) The assessed value of the taxable property in the Consolidated River Race / US 33 Allocation Area for the most recent assessment date minus the based assessed value, when multiplied by the estimated tax rate of the Consolidated River Race / US 33 Allocation Area, will NOT exceed the amount of the assessed value needed to produce the property taxes necessary to make, when due, principal and interest payments on bonds described in Indiana Code §36-7-14-39(b)(3) plus the amount necessary for other purposes described in Indiana Code §36-7-14-39(b)(3).
- (B) There is no excess assessed value of the taxable property in the Consolidated River Race / US 33 Allocation Area to be allocated to the respective taxing units in the manner prescribed by Indiana Code §36-7-14-39(b)(1).
- (C) There is no excess assessed value of the taxable property in the Consolidated River Race / US 33 Allocation Area expected to generate more than two hundred percent (200%) of the amount of allocated tax proceeds necessary to make, when due, principal and interest payments on bonds described in Indiana Code §36-7-14-39(b)(3) plus the amount necessary for other purposes described in Indiana Code §36-7-14-39(b)(3).

BE IT FURTHER RESOLVED that a copy of this resolution shall be provided to the Elkhart County Auditor, the Goshen Common Council, and the officers of the other taxing units that are located wholly or partly within the Consolidated River Race / US 33 Allocation Area.

PASSED and ADOPTED on May 14, 2019

GOSHEN REDEVELOPMENT COMMISSION

Thomas W. Stump, President

Andrea Johnson, Secretary

RESOLUTION 28-2019

Annual Determination of Excess Assessed Value in the Lippert/Dierdorff Allocation Area

WHEREAS, the Goshen Redevelopment Commission established the Lippert/Dierdorff Economic Development Area and Allocation Area.

WHEREAS, Indiana Code §36-7-14-39(b)(4)(A) requires the Redevelopment Commission to determine, before July 1st of each year, what amount, if any, by which the assessed value of the taxable property in the allocation area for the most recent assessment date minus the based assessed value, when multiplied by the estimated tax rate of the allocation area, will exceed the amount of the assessed value needed to produce the property taxes necessary to make, when due, principal and interest payments on bonds described in Indiana Code § 36-7-14-39(b)(3) plus the amount necessary for other purposes described in Indiana Code § 36-7-14-39(b)(3).

WHEREAS, Indiana Code §36-7-14-39(b)(4)(B) requires that the Redevelopment Commission provide, before July 1st of each year, written notice to the county auditor, the fiscal body of the municipality that established the department of redevelopment, and the officers who are authorized to fix budgets, tax rates, and tax levies under Indiana Code § 6-1.1-17-5 for each of the other taxing units that is wholly or partly located with the allocation area.

WHEREAS, Indiana Code §36-7-14-39(b)(4)(C) requires that the Redevelopment Commission provide, before July 1st of each year, to the legislative body of the unit its determination of the excess assessed value that the Commission proposes to allocate to the respective taxing units.

NOW, THEREFORE, BE IT RESOLVED that, pursuant to Indiana Code §36-7-14-39(b)(4), the Goshen Redevelopment Commission determines that the:

- (A) The assessed value of the taxable property in the Lippert/Dierdorff Allocation Area for the most recent assessment date minus the based assessed value, when multiplied by the estimated tax rate of the Lippert/Dierdorff Allocation Area, will NOT exceed the amount of the assessed value needed to produce the property taxes necessary to make, when due, principal and interest payments on bonds described in Indiana Code §36-7-14-39(b)(3) plus the amount necessary for other purposes described in Indiana Code §36-7-14-39(b)(3).
- (B) There is no excess assessed value of the taxable property in the Lippert/Dierdorff Allocation Area to be allocated to the respective taxing units in the manner prescribed by Indiana Code §36-7-14-39(b)(1).
- (C) There is no excess assessed value of the taxable property in the Lippert/Dierdorff Allocation Area expected to generate more than two hundred percent (200%) of the amount of allocated tax proceeds necessary to make, when due, principal and interest payments on bonds described in Indiana Code §36-7-14-39(b)(3) plus the amount necessary for other purposes described in Indiana Code §36-7-14-39(b)(3).

BE IT FURTHER RESOLVED that a copy of this resolution shall be provided to the Elkhart County Auditor, the Goshen Common Council, and the officers of the other taxing units that are located wholly or partly within the Lippert/Dierdorff Allocation Area.

PASSED and ADOPTED on May 14, 2019

GOSHEN REDEVELOPMENT COMMISSION

Thomas W. Stump, President

Andrea Johnson, Secretary

RESOLUTION 29-2019

Approve Water and Sewer Agreement for the Real Estate at 65706-1 State Road 15

BE IT RESOLVED by the Goshen Redevelopment Commission that:

- (1) The terms and conditions of the Water and Sewer Agreement between the City of Goshen, Indiana and City of Goshen, Indiana for the use and benefit of the Department of Redevelopment attached to and made a part of this resolution are approved.
- (2) The owner of the real estate waives and releases any right to remonstrate against any pending or future annexation of all or any portion of the subject real estate by connecting to the City's sewer system or water system.
- (3) Community Development Director Mark Brinson is authorized to execute the Water and Sewer Agreement attached to and made a part of this resolution on behalf of the Goshen Redevelopment Commission and City of Goshen.

PASSED and ADOPTED by the Goshen Redevelopment Commission on May 14, 2019.

Thomas W. Stump, President

Andrea Johnson, Secretary

WATER AND SEWER AGREEMENT

THIS AGREEMENT is entered into on May _____, 2019, by and between the **City of Goshen, Indiana**, a municipal corporation and political subdivision of the State of Indiana, acting by and through the Goshen Board of Public Works and Safety and as authorized by the Goshen Common Council, hereinafter referred to as “City,” and **City of Goshen, Indiana, for the use and benefit of the Department of Redevelopment**, hereinafter referred to as “Redevelopment.”

WHEREAS Redevelopment wishes to obtain City water services and sewer services for the real estate described in this agreement.

WHEREAS City water services are currently available to the described real estate.

WHEREAS the Goshen Common Council has authorized the extension of City sanitary sewer services south on South State Road 15 outside the Goshen City limits if and when funding for a sewer extension project becomes available, and City agrees to provide sewer services to the described real estate if and when a sewer main is constructed that is within three hundred feet (300’) of the described real estate.

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

Authority

This agreement is entered into pursuant to the provisions of Indiana Code § 36-9-22-2 and Indiana Code § 36-4-3-21.

Term

- (1) The term of this agreement is effective as of the last date the agreement is executed by the City and Redevelopment and is approved by the Goshen Common Council and Goshen Board of Public Works and Safety.

- (2) The initial term of the agreement is four (4) years. The term of the agreement shall automatically extend for additional four (4) year terms on the same terms and conditions up to a maximum of fifteen (15) years.
- (3) This agreement shall terminate on the earlier of the date when the parties have fulfilled their respective obligations under the terms of this agreement and the subject real estate is annexed into the City of Goshen, or fifteen (15) years after the effective date of this agreement. If the subject real estate is annexed, the agreement will continue until the parties have fulfilled their respective obligations under the terms of this agreement.

Subject Real Estate

- (1) This agreement concerns real estate located in Elkhart Township, Elkhart County, Indiana, more commonly known as **65706-1 State Road 15, Goshen, Indiana 46526**, and more particularly described as follows:

A part of Lots 6 and 7 in Sunny Acres Subdivision in the Southwest Quarter, Section 27, Township 36 North, Range 6 East, Elkhart Township, Elkhart County, Indiana and more particularly described as follows:

Beginning at an iron stake on the West line of said Lot 7 that is 156.2 feet North 0 degrees 30 minutes West of the Southwest corner of said Lot 7 and running thence South 89 degrees 23 minutes East, 245 feet to an iron stake; thence North 0 degrees 30 minutes West, 120 feet to an iron stake on the North line of Lot 6; thence South 89 degrees 23 minutes East, 375 feet to an iron stake, which is the Northeast corner of Lot 6; thence South 0 degrees 13 minutes East, 270.1 feet to the Southeast corner of Lot 7; thence West on the South line of said Lot 7, 374 feet to an iron stake; thence North 0 degrees 30 minutes West 103.75 feet to an iron stake; thence North 89 degrees 23 minutes West, 245 feet to an iron stake; thence North 0 degrees 30 minutes West 50 feet to the point of beginning.

Parcel Number: 20-11-27-301-031.000-014

The real estate is hereinafter referred to as the “subject real estate.”

- (2) Redevelopment warrants that the Redevelopment is the owner of the subject real estate.

Extension of Water Services

- (1) City agrees to provide water services to the subject real estate upon Redevelopment’s or any subsequent owner’s construction a building water line to connect any existing residential dwelling unit to City’s water main. The construction of the building water line shall be at Redevelopment’s or the subsequent owner’s expense and in accordance with detailed plans and specifications approved by the Goshen Engineering Department in advance of construction.

- (2) Redevelopment or any subsequent owner of the subject real estate is permitted to construct the building water line and connect to City's water main at any time after the effective date of this agreement. Any subsequent owner agrees to construct the building water line and connect to the City's water main no later than one hundred twenty (120) days after the effective date of annexation of the subject real estate into the corporate limits of the City of Goshen.
- (3) The owner of the subject real estate at the time of the connection to the City's water main agrees to pay City's standard water connection fees, inspection fees, and fees for all metering equipment at the time of the connection.
- (4) City's agreement to provide water services to the subject real estate is limited to providing water services to the residential dwelling unit(s) on the subject real estate.

Extension of Sewer Services

- (1) City agrees to provide sewer services to the subject real estate upon the extension of the City's sewer main to within three hundred feet (300') of the subject real estate.
- (2) The owner of the subject real estate at the time City's sewer main is extended to within three hundred feet (300') of the subject real estate agrees to construct a building sewer line to connect any existing residential dwelling unit on the subject real estate to the City's sewer main. The construction of the building sewer line shall be at the subject real estate owner's expense and in accordance with detailed plans and specifications approved by the Goshen Engineering Department in advance of construction.
- (3) The subject real estate owner agrees to construct the building sewer line and connect to City's sewer main within one hundred twenty (120) days of the extension of the sewer main to within three hundred feet (300') of the subject real estate.
- (4) The subject real estate owner agrees to pay City's standard sewer connection fees and inspection fees at the time of the connection.
- (5) City agrees to commence a study to determine the feasibility of extending sewer services to the subject real estate and other real estate in the area within two (2) years of the annexation and then to have a preliminary design prepared for the construction of such sewer services.
- (6) City's agreement to provide sewer services to the subject real estate is limited to providing sewer services to the residential dwelling unit(s) on the subject real estate.

Contribution to Construction Costs

Should City contract with another real estate owner ("Developer") for the construction of sewage works that would provide sewer services to the area, including the subject real estate, then up to and including a period of thirty (30) days after the dedication of the sewage works project to City, any owner of real estate, including Redevelopment, that did not contribute to the original cost of the sewage works construction project that taps into, uses, or deposits sewage into the

sewage works or any lateral sewers connected to the sewage works within that thirty (30) day period shall pay a fair pro rata share of the cost of the construction of the sewage works to the Developer. After the expiration of the thirty (30) day period, any owner of real estate, including Redevelopment, may tap into, use, or deposit sewage into the sewage works or any lateral sewers connected to the sewage works by paying the standard connection and inspection fees to City without making any contribution to Developer.

Charges for Water Services and Sewer Services

Charges for water services and sewer services contemplated by this agreement shall be in accordance with City's water rate ordinance and sewer rate ordinance. City reserves the right to modify the rates and charges for water services and sewer services in accordance with the statutory procedures for the modification of water rates and sewer rates. Redevelopment and any subsequent owner will be charged by City like any other similarly situated customer who is located within the City of Goshen.

Releases and Waivers

Redevelopment and any successor in title waives and releases any right to remonstrate against any pending or future annexation of all or any portion of the subject real estate. The parties agree that any person who connects to the City's water system or sewer system is considered to waive and release any right to remonstrate against the annexation of the real estate accommodated or serviced by the City's water system or sewer system. This waiver is given in consideration for the right to connect proposed building water lines and/or building sewer lines to the City's water mains and sewer mains and to receive City water services and sewer services.

Redevelopment and any successor in title agree to execute a Petition for Annexation into the City of Goshen at such time as City begins the process to annex the subject real estate into the corporate limits of the City of Goshen.

Miscellaneous Provisions

- (1) City and Redevelopment each agree to execute all deeds of easements, rights-of-way or other documents that are reasonably necessary, desirable or appropriate to further the extension project and to provide for the future maintenance of the City's water mains, sewer mains, and appurtenant facilities.
- (2) City agrees to assist Redevelopment in obtaining all easements and rights-of-way necessary for the extension of the water mains, sewer mains, and appurtenant facilities as required.
- (3) All easements and rights-of-way obtained shall be recorded in the Office of the Recorder of Elkhart County, State of Indiana.
- (4) All provisions, covenants, terms and conditions of this agreement apply to and bind the parties and their legal heirs, representatives, successors and assigns.

- (5) Redevelopment agrees that upon the sale of any portion of the subject real estate described in this agreement, Redevelopment will advise the purchaser of this agreement in writing prior to the sale unless the real estate has already been annexed into the corporate limits of the City of Goshen. Specifically, Redevelopment will advise the purchaser of the obligation to connect to the sewer main once the sewer main is to within three hundred feet (300') of the subject real estate.
- (6) This agreement shall be construed and enforced in accordance with the laws of the State of Indiana. The venue for any action brought by either party relating to or arising out of this agreement shall be in Elkhart County, State of Indiana.
- (7) If it becomes necessary for any party to this agreement to institute litigation in order to enforce or construe the terms and provisions of this agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees and costs incurred in such litigation from the non-prevailing party.
- (8) No remedy conferred upon any party in this agreement is intended to be exclusive of any other remedy provided or permitted by law, but each remedy shall be cumulative and shall be in addition to any other remedy given under the terms of this agreement or existing at law or equity. Every power or remedy provided in this agreement may be exercised concurrently or independently and as often as deemed appropriate.
- (9) This agreement contains the entire agreement between the parties respecting the matters set forth.
- (10) The Goshen Common Council authorized the extension of City utilities to certain real estate outside the Goshen City limits and the connection to City water services and sewer services by Resolution 2019-18 adopted April 23, 2019.

IN WITNESS WHEREOF, the parties have executed this agreement as of the dates written below.

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

City of Goshen, Indiana for the use and
benefit of the Department of Redevelopment

Jeremy P. Stutsman, Mayor

Mark Brinson
Community Development Director

Date: _____

Date: _____

STATE OF INDIANA)
) SS:
COUNTY OF ELKHART)

Before me, the undersigned Notary Public, on May _____, 2019, personally appeared Jeremy P. Stutsman, Mayor of the City of Goshen, Indiana and on behalf of the Goshen Board of Public Works and Safety, and acknowledged the execution of the foregoing instrument.

(SEAL)

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

STATE OF INDIANA)
) SS:
COUNTY OF ELKHART)

Before me, the undersigned Notary Public, on May _____, 2019, personally appeared Mark Brinson, Community Development Director on behalf of City of Goshen, Indiana for the use and benefit of the Department of Redevelopment, and acknowledged the execution of the foregoing instrument.

(SEAL)

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

Prepared by Larry A. Barkes, 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 of perjury, that I have taken reasonable care to redact each social security number in this document, unless required by law (Larry A. Barkes).

RESOLUTION 30-2019

Approve Sale of 102 East Kercher Road

WHEREAS the Commission has published notice and conducted a public hearing on September 11, 2018 to determine whether the Commission should dispose of 102 East Kercher Road, Goshen.

WHEREAS the Commission entered into a contract with Patty Miller of Century 21 Affiliated on January 15, 2019 to sell the real estate and an offer of \$145,000 has been received.

NOW, THEREFORE, BE IT RESOLVED that the Goshen Redevelopment Commission approves the Purchase Agreement which attached to and made a part of this Resolution.

BE IT FURTHER RESOLVED that Mark Brinson, Community Development Director is authorized to execute the Purchase Agreement on behalf of the City of Goshen and Goshen Redevelopment Commission.

PASSED and ADOPTED on May 14, 2019

Thomas W. Stump, President

Andrea Johnson, Secretary

Listing Broker (Co.) Century 21 Affiliated (EL26) By Patricia Miller (EL3027)

Selling Broker (Co.) Century 21 Affiliated (EL 26) By Patty Miller (EL3027)



PURCHASE AGREEMENT (IMPROVED PROPERTY)

For use only by members of the Indiana Association of REALTORS®

1 Date: April 5, 2019

2
3 A. **BUYER:** Harold M Buck, Leslie A Rodgers-Buck ("Buyer")
4 agrees to buy the following property from the owner ("Seller") for the consideration and subject to the following terms,
5 provisions, and conditions:
6

7 B. **PROPERTY:** The property ("Property") is known as 102 E Kercher Road
8 in Eikhart Township, Eikhart County County, Goshen
9 Indiana, 46526-5409 (zip code) legally described as: 186.75x431.2ft .NW Cor N 1/2 N 1/2 NW EX PT for
10 HWY Ex row .063A EX .50 Row sec 27 1.286A (TIF 138)
11 together with any existing permanent improvements and fixtures attached (unless leased or excluded), including, but
12 not limited to, electrical and/or gas fixtures, heating and central air-conditioning equipment and all attachments thereto,
13 built-in kitchen equipment, sump pumps, water softener, water purifier, gas grills, fireplace inserts, gas logs and grates,
14 central vacuum equipment, window shades/blinds, curtain rods, drapery poles and fixtures, ceiling fans and light
15 fixtures, towel racks and bars, storm doors, windows, awnings, TV antennas, wall mounts, satellite dishes, storage
16 barns, all landscaping, mailbox, garage door opener(s) with control(s) AND THE FOLLOWING: Stove, dishwasher,
17 oven

18
19 EXCLUDES THE FOLLOWING: _____

20
21 **HOME HEATING FUEL:** Any remaining fuel stored in tank(s) to be included in the sale will be purchased by
22 Buyer at current market price measured within five (5) days prior to closing not applicable.
23 The terms of this Agreement will determine what items are included/excluded, not the Seller's Disclosure Form,
24 multiple listing service or other promotional materials. All items sold shall be fully paid for by Seller at time of
25 closing the transaction. Buyer should verify total square footage, land, room dimensions or community amenities
26 if material.
27

28 C. **PRICE:** Buyer will pay the total purchase price of (\$ 145,000.00) One Hundred Forty-Five Thousand
29 _____ U.S. Dollars for the Property. If Buyer obtains an appraisal of the Property, this
30 Agreement is contingent upon the Property appraising at no less than the agreed upon purchase price. If appraised
31 value is less than the agreed upon purchase price, either party may terminate this Agreement or parties may mutually
32 agree to amend the price.
33

34 D. **EARNEST MONEY:**
35 1. **Submission:** Buyer submits \$ 1,000.00 U.S. Dollars as earnest money which shall be
36 applied to the purchase price at closing. If not submitted with Purchase Agreement, Earnest money shall be
37 delivered to Escrow Agent within 48 hours days of acceptance of offer to purchase.
38 Unless indicated otherwise in this Agreement, the listing broker shall act as Escrow Agent and shall, after acceptance
39 of the Agreement and within two (2) banking days of receipt of the earnest money, deposit the earnest money
40 into its escrow account and hold it until time of closing the transaction or termination of this Agreement. Earnest money
41 shall be returned promptly to Buyer in the event this offer is not accepted. If Buyer fails for any reason to timely submit
42 Earnest Money in the contracted amount, Seller may terminate this Agreement upon notice to Buyer prior to Escrow
43 Agent's receipt of the Earnest Money.
44 2. **Disbursement:** Upon notification that Buyer or Seller intends not to perform, and if Escrow Agent is the Broker,
45 then Broker holding the Earnest Money may release the Earnest Money as provided in this Agreement. If no
46 provision is made in this Agreement, Broker may send to Buyer and Seller notice of the disbursement by certified
47 mail of the intended payee of the Earnest Money as permitted in 876 IAC 8-2-2. If neither Buyer nor Seller enters
48 into a mutual release or initiates litigation within sixty (60) days of the mailing date of the certified letter, Broker may
49 release the Earnest Money to the party identified in the certified letter. If the Escrow Agent is the Broker, Broker
50 shall be absolved from any responsibility to make payment to Seller or Buyer unless the parties enter into a Mutual
51 Release or a Court issues an Order for payment, except as permitted in 876 IAC 8-2-2 (release of earnest money).
52 Buyer and Seller agree to hold the Broker harmless from any liability, including attorney's fees and costs, for good
53 faith disbursement of Earnest Money in accordance with this Agreement and licensing regulations

102 E Kercher Road, Goshen, IN 46526-5409

(Property Address)

3. **Legal Remedies/Default:** If this offer is accepted and Buyer fails or refuses to close the transaction, without legal cause, the earnest money shall be retained by Seller for damages Seller has or will incur. Seller retains all rights to seek other legal and equitable remedies, which may include specific performance and additional monetary damages. All parties have the legal duty to use good faith and due diligence in completing the terms and conditions of this Agreement. A material failure to perform any obligation under this Agreement is a default which may subject the defaulting party to liability for damages and/or other legal remedies, which, as stated above, may include specific performance and monetary damages in addition to loss of Earnest Money.

E. **METHOD OF PAYMENT: (Check appropriate paragraph number)**

- 1. **CASH:** The entire purchase price shall be paid in cash, U.S. Dollars, and no financing is required. Buyer to provide proof of funds submitted with offer within _____ days of acceptance. Buyer will will not have an appraisal.
- 2. **NEW MORTGAGE:** Completion of this transaction shall be contingent upon the Buyer's ability to obtain a **Conventional** **Insured Conventional** **FHA** **VA** **Other:** _____ first mortgage loan for _____ % of purchase price, payable in not less than _____ years, with an original rate of interest not to exceed _____ % per annum and not to exceed _____ points. Buyer shall pay all costs of obtaining financing, except _____.

Any inspections and charges which are required to be made and charged to Buyer or Seller by the lender, FHA, VA, or mortgage insurer, shall be made and charged in accordance with their prevailing rules or regulations and shall supersede any provisions of this Agreement.

- 3. **ASSUMPTION: (Attach Financing Addendum)**
- 4. **CONDITIONAL SALES CONTRACT: (Attach Financing Addendum)**
- 5. **OTHER METHOD OF PAYMENT: (Attach Financing Addendum)**

F. **TIME FOR OBTAINING FINANCING:**

- 1. **Application:** Within 7 days after the acceptance of this Agreement, Buyer agrees to make written application for any financing necessary, to complete this transaction or for approval to assume the unpaid balance of the existing mortgage and to make a diligent effort to meet the lender's requirements and to obtain financing in cooperation with the Broker and Seller. **Buyer authorizes lender to order appraisal immediately.**
- 2. **Approval:** No more than 30 days after acceptance of this Agreement shall be allowed for obtaining loan approval or mortgage assumption approval. If an approval is not obtained within the time specified above, this Agreement may terminate unless an extension of time for this purpose is mutually agreed to in writing.

G. **CLOSING:**

- 1. **DATE:** The closing of the sale (the "Closing Date") shall be on or before MB May 3, 2019, or within 14 days after Redevelopment Commission approval, whichever is later or this Agreement shall terminate unless an extension of time is mutually agreed to in writing. Any closing date earlier than the latest date above must be by mutual written agreement of the parties.
- 2. **FEE:** The settlement or closing fee incurred in conducting the settlement charged by the closing agent or company shall be paid by Buyer (included in allowance, if provided) Seller Shared equally.
- 3. **CONTINGENCY:** This Agreement:
 - is not contingent upon the closing of another transaction;
 - is contingent upon the closing of the **pending** transaction on Buyer's property located at _____ scheduled to close by _____
 - is contingent upon the acceptance of a Purchase Agreement on Buyer's property:
 - Addendum to Purchase Agreement First Right Contingency. See attached Addendum.
 - Addendum to Purchase Agreement Limited Purchase Contingency Right. See attached Addendum.
- 4. **GOOD FUNDS:** Notwithstanding terms to the contrary, the Parties agree that as a condition to Closing, all funds delivered to the closing agent's escrow account be in such form that the closing agent shall be able to disburse in compliance with I.C. 27-07-3.7 et. seq. Therefore, all funds from a single source of \$10,000, U.S. Dollars, or more shall be wired unconditionally to the closing agent's escrow account and all funds under \$10,000, U.S. Dollars, from a single source shall be good funds as so defined by statute. Buyer is advised that the cost incurred to wire funds on behalf of the buyer to the closing agent's escrow account for the closing of this transaction shall become an expense to the buyer and the actual cost incurred shall appear on the closing statement.
- 5. **WIRE FRAUD.** If you receive any electronic communication directing you to transfer funds or provide nonpublic personal information, EVEN IF THAT ELECTRONIC COMMUNICATION APPEARS TO BE FROM BROKER OR TITLE COMPANY, do not respond until you verify the authenticity by direct communication with Broker or Title Company. Do not rely on telephone numbers provided in the electronic communication. Such requests may be part of a scheme to steal funds or use your identity.

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115 H. **POSSESSION:**

- 116 1. The possession of the Property shall be delivered to Buyer **at closing** **within** _____ **days beginning**
- 117 **the day after closing by** _____ **a.m.** **p.m.** **noon or** **on or before** _____ **if closed.**
- 118 For each day Seller is entitled to possession after closing, Seller shall pay to Buyer at closing \$ 50.00 U.S.
- 119 Dollars per day. If Seller does not deliver possession by the date and time required in the first sentence of this
- 120 paragraph, Seller shall pay Buyer \$ 100.00 U.S. Dollars per day as **liquidated damages** until possession
- 121 is delivered to Buyer; and Buyer shall have all other legal and equitable remedies available against the Seller.
- 122 2. **Maintenance of Property:** Seller shall maintain the Property in its present condition until its **possession** is
- 123 delivered to Buyer, subject to repairs in response to any inspection. Buyer may inspect the Property prior to closing
- 124 to determine whether Seller has complied with this paragraph. Seller shall remove all debris and personal property not
- 125 included in the sale.
- 126 3. **Casualty Loss:** Risk of loss by damage or destruction to the Property prior to the closing shall be borne
- 127 by Seller, including any deductible(s). In the event any damage or destruction is not fully repaired prior to closing,
- 128 Buyer, at Buyer's option, may either **(a) terminate this Agreement with prompt return of earnest money to**
- 129 **buyer or (b) elect to close the transaction,** in which event Seller's right to all real property insurance proceeds
- 130 resulting from such damage or destruction shall be assigned in writing by Seller to Buyer.
- 131 4. **Utilities/Municipal Services:** Seller shall pay for all municipal services and public utility charges through the day of
- 132 **possession.**
- 133

- 134 I. **SURVEY:** Buyer shall receive a (Check one) **SURVEYOR LOCATION REPORT**, which is a survey where corner
- 135 markers are not set; **BOUNDARY SURVEY**, which is a survey where corner markers of the Property are set prior to
- 136 closing; **WAIVED**, no survey unless required by lender; at (Check one) **Buyer's expense (included in**
- 137 **allowance, if provided)** **Seller's expense** **Shared equally.** The survey shall (1) be received prior to closing and
- 138 certified as of a current date, (2) be reasonably satisfactory to Buyer, (3) show the location of all improvements and
- 139 easements, and (4) show the flood zone designation of the Property. If Buyer waives the right to conduct a survey, the
- 140 Seller, the Listing and Selling Brokers, and all licensees associated with Brokers are released from any and all liability
- 141 relating to any issues that could have been discovered by a survey. This release shall survive the closing.
- 142

- 143 J. **FLOOD AREA/OTHER:** If the property is located in a flood plain, Buyer may be required to carry flood insurance at
- 144 Buyer's expense. Revised flood maps and changes to Federal law may substantially increase future flood insurance
- 145 premiums or require insurance for formerly exempt properties. Buyer should consult with one or more flood insurance
- 146 agents regarding the need for flood insurance and possible premium increases. Buyer **may** **may not terminate this**
- 147 **Agreement if the Property requires flood insurance.** Buyer **may** **may not terminate this Agreement if the Property is**
- 148 **subject to building or use limitations by reason of the location, which materially interfere with Buyer's intended use of**
- 149 **the Property.**
- 150

- 151 K. **HOMEOWNER'S INSURANCE:** Completion of this transaction shall be contingent upon the Buyer's ability to
- 152 obtain a favorable written commitment for homeowner's insurance within 30 days after acceptance of this
- 153 Agreement. Buyer should consult with one or more insurance agents regarding optional, or additional, coverage.
- 154

- 155 L. **ENVIRONMENTAL CONTAMINANTS ADVISORY/RELEASE:** Buyer and Seller acknowledge that Listing Broker,
- 156 Selling Broker and all licensees associated with Brokers are NOT experts and have NO special training, knowledge or
- 157 experience with regard to the evaluation or existence of possible lead-based paint, radon, mold and other biological
- 158 contaminants ("Environmental Contaminants") which might exist and affect the Property. Environmental Contaminants
- 159 at harmful levels may cause property damage and serious illness, including but not limited to, allergic and/or respiratory
- 160 problems, particularly in persons with immune system problems, young children and/or the elderly.
- 161

162 Buyer is **STRONGLY ADVISED** to obtain inspections (see below) to fully determine the condition of the Property and its

163 environmental status. The **ONLY** way to determine if Environmental Contaminants are present at the Property at

164 harmful levels is through inspections.

165

166 **Buyer and Seller agree to consult with appropriate experts and accept all risks for Environmental**

167 **Contaminants and release and hold harmless all Brokers, their companies and licensees from any and all**

168 **liability, including attorney's fees and costs, arising out of or related to any inspection, inspection result,**

169 **repair, disclosed defect or deficiency affecting the Property, including Environmental Contaminants. This**

170 **release shall survive the closing.**

172 M. **INSPECTIONS: (Check one)**

173

174 Buyer has been made aware that independent inspections disclosing the condition of the property may be conducted

175 and has been afforded the opportunity to require such inspections as a condition of this Agreement.

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- 1. **BUYER WAIVES THE RIGHT TO HAVE INDEPENDENT INSPECTIONS**
Buyer **WAIVES** inspections and relies upon the condition of the Property based upon Buyer's own examination and releases the Seller, the Listing and Selling Brokers and all licensees associated with Brokers from any and all liability relating to any defect or deficiency affecting the Property, which release shall survive the closing. Required FHA/VA or lender inspections are not included in this waiver.
- 2. **BUYER RESERVES THE RIGHT TO HAVE INDEPENDENT INSPECTIONS** (including Lead-Based Paint)
Buyer reserves the right to have independent inspections in addition to any inspection required by FHA, VA, or Buyer's lender(s). All inspections shall be:
 - a. At Buyer's expense (unless agreed otherwise by the parties or required by lender);
 - b. Conducted by licensed, independent inspectors or qualified independent contractors selected by Buyer within the following time periods.
 Seller shall have water, gas, electricity and all operable pilot lights on for Buyer's inspections. Seller must make all areas of the Property available and accessible for Buyer's inspection.

INSPECTION/RESPONSE PERIOD:

- A. **Initial Inspection Period:** Buyer shall order all independent inspections after acceptance of the Purchase Agreement. Buyer shall have 15 days beginning the day following the date of acceptance of the Purchase Agreement to respond to the inspection report(s) in writing to Seller (see "Buyer's Inspection Response").
- B. **Scope of Inspection:** Inspections may include but are not limited to the condition of the following systems and components: heating, cooling, electrical, plumbing, roof, walls, ceilings, floors, foundation, basement, crawl space, well/septic, water, wood destroying insects and organisms, lead-based paint (note: intact lead-based paint that is in good condition is not necessarily a hazard), radon, mold and other biological contaminants and/or the following:
- C. **Additional Inspection:** If the INITIAL inspection report reveals the presence of lead-based paint, radon, mold and other biological contaminants, or any other condition that requires further examination or testing, then Buyer shall notify Seller in writing and have 10 additional days from the deadline listed above to order, receive and respond in writing to all inspection reports.
- D. **Inspection Response(s) Required:** If the Buyer does not comply with any Inspection/Response Period or make a written objection to any problem revealed in a report within the applicable Inspection/Response Period, the Property shall be deemed to be acceptable. If one party fails to respond or request in writing an extension of time to respond to the other party's Independent Inspection Response, then that inspection response is accepted. A timely request for extension is not an acceptance of the inspection response, whether or not granted. A reasonable time period to respond is required to prevent misuse of this acceptance provision. Factors considered in determining reasonable time periods include, but are not limited to, availability of responding party to respond, type and expense of repairs requested and need of responding party to obtain additional opinions to formulate a response.
- E. **If Defect is identified:** If an Inspection Report reveals a DEFECT(S) with the Property, the Buyer must:
 - 1. Provide the inspection report, or relevant parts thereof, to the Seller; and
 - 2. Give the Seller the opportunity to remedy the defect(s).
- F. **Seller Response to Inspection Defect:** If Seller is unable or unwilling to remedy the defect(s) to Buyer's reasonable satisfaction before closing (or at a time otherwise agreed to by the parties), then Buyer may terminate this Agreement or waive such defect(s) and the transaction shall proceed toward closing.
- G. **DEFECT Defined:** Under Indiana law, "Defect" means a condition that would have a significant adverse effect on the value of the Property, that would significantly impair the health or safety of future occupants of the property, or that if not repaired, removed, or replaced would significantly shorten or adversely affect the expected normal life of the premises.
- H. **Previously Disclosed Defect:** Buyer agrees that any property defect(s) previously disclosed by Seller, or routine maintenance and minor repair items mentioned in any report, shall not be a basis for termination of this agreement.
- I. **Inspection Release:** Buyer releases and holds harmless all Brokers and their companies from any and all liability, including attorney's fees and costs, arising out of or related to any inspection, inspection result, repair, disclosed defect or deficiency affecting the Property, including but not limited to lead-based paint, radon, mold and other biological contaminants. This release shall survive the closing.

- 3. **PROPERTY IS SOLD "AS IS"**. See Attached Addendum.

N. LIMITED HOME WARRANTY PROGRAM:

Buyer acknowledges the availability of a LIMITED HOME WARRANTY PROGRAM with a deductible paid by Buyer which will will not be provided at a cost not to exceed \$ _____ U.S. Dollars charged to Buyer Seller and ordered by Buyer Seller. Buyer and Seller acknowledge this LIMITED HOME WARRANTY PROGRAM may not cover any pre-existing defects in the Property nor replace the need for an independent home inspection. Broker may receive a fee from the home warranty provider and/or a member benefit. The Limited Home Warranty Program is a contract between Buyer/Seller and the Home Warranty Provider. The Parties agree that Brokers and their companies shall be released and held harmless in the event of claims disputes with the Home Warranty Provider.

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240 O. **DISCLOSURES: (Check one)**

- 241 1. Buyer has has not not applicable received and executed SELLER'S RESIDENTIAL REAL ESTATE
- 242 SALES DISCLOSURE.
- 243 2. Buyer has has not not applicable received and executed a LEAD-BASED PAINT CERTIFICATION
- 244 AND ACKNOWLEDGEMENT.
- 245

246 P. **TITLE APPROVAL:** Prior to closing, Buyer shall be furnished with a title insurance commitment for the
 247 most current and comprehensive ALTA Owner's Title Insurance Policy available in the amount of the purchase price or
 248 an abstract of title continued to date, showing marketable title to Property in Seller's name. Seller must convey title free
 249 and clear of any encumbrances and title defects, with the exception of any mortgage assumed by Buyer and any restrictions
 250 or easements of record not materially interfering with Buyer's intended use of the Property. A title company, at Buyer's
 251 request, can provide information about availability of various additional title insurance coverages and endorsements and the associated
 252 costs.

253
 254 **Owner's Title Insurance Premium** and that portion of Title Service Fees incurred to prepare the Owner's Policy
 255 (including title search and examination and commitment preparation), to be paid by Buyer (included in allowance,
 256 if provided) Seller Shared equally.

257
 258 **Lender's Title Insurance Premium** and that portion of Title Service Fees incurred to prepare the Lender's Policy
 259 (including title search and examination and commitment preparation), if applicable, to be paid by Buyer (included in
 260 allowance, if provided) Seller Shared equally Other _____

261
 262
 263 The parties agree that Seller Buyer will select a title insurance company to issue a title insurance policy and will
 264 order the commitment immediately or other: _____

265
 266 Pursuant to Federal and State Law, Seller cannot make Seller's selection of a title insurance provider a condition of this
 267 Agreement.

268
 269 Seller agrees to pay the cost of obtaining all other documents necessary to perfect title (including the cost of the deed
 270 and vendor's affidavit), so that marketable title can be conveyed.

273 Q. **TAXES: (Check appropriate paragraph number)**

- 274 1. Buyer will assume and pay all taxes on the Property beginning with the taxes due and payable
- 275 on _____, _____, and all taxes due thereafter. At or before closing, Seller
- 276 shall pay all taxes for the Property payable before that date.
- 277 2. All taxes that have accrued for any prior calendar year that remain unpaid shall be paid by Seller either to the
- 278 County Treasurer and/or the Buyer in the form of a credit at closing. All taxes that have accrued for the current
- 279 calendar year shall be prorated on a calendar-year basis as of the day immediately prior to the Closing Date.
- 280

281 **For purposes of paragraph 1 and 2:** For the purpose of determining the credit amount for accrued but unpaid taxes,
 282 taxes shall be assumed to be the same as the most recent year when taxes were billed based upon certified tax rates.
 283 This shall be a final settlement.

284
 285 3. **FOR RECENT CONSTRUCTION OR OTHER TAX SITUATIONS.** Seller will give a tax credit of
 286 \$ _____ U.S. Dollars to Buyer at closing. This shall be a final settlement.

288 **WARNING:**

289 *The succeeding year tax bill for recently constructed homes or following reassessment periods may greatly exceed
 290 the last tax bill available to the closing agent.

291
 292 *Buyer acknowledges Seller's tax exemptions and/or credits may not be reflected on future tax bills.

293
 294 *Buyer may apply for current-year exemptions/credits at or after closing.

295
 296 R. **PRORATIONS AND SPECIAL ASSESSMENTS:** Insurance, if assigned to Buyer, interest on any debt assumed or
 297 taken subject to, any rents, all other income and ordinary operating expenses of the Property, including but not limited
 298 to, public utility charges, shall be prorated as of the day immediately prior to the Closing Date. Seller shall pay any
 299 special assessments applicable to the Property for municipal improvements previously made to benefit the Property.
 300 Seller warrants that Seller has no knowledge of any planned improvements which may result in assessments and that
 301 no governmental or private agency has served notice requiring repairs, alterations or corrections of any existing
 302 conditions. Public or municipal improvements which are not completed as of the date above but which will result in a

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303 lien or charge shall be paid by Buyer. Buyer will assume and pay all special assessments for municipal improvements
304 completed after the date of this Agreement.
305

306 S. **TIME:** Time is of the essence. Time periods specified in this Agreement and any subsequent Addenda to the
307 Purchase Agreement are calendar days and shall expire at 11:59 PM of the date stated unless the parties agree in
308 writing to a different date and/or time.
309

310 **Note: Seller and Buyer have the right to withdraw any offer/counter offer prior to written acceptance and**
311 **delivery of such offer/counter offer.**
312

313 T. **HOMEOWNERS ASSOCIATION/CONDOMINIUM ASSOCIATION ("Association"):** Documents for a mandatory
314 membership association shall be delivered by the Seller to Buyer within ___ days after acceptance of this
315 Agreement, but not later than 10 days prior to closing pursuant to I.C. 32-21-5-8.5. Brokers are not responsible for
316 obtaining, verifying or interpreting this information. The parties agree that Brokers and their companies shall be
317 released and held harmless from any and all liability arising out of or related to these documents.
318

319 If the Buyer does not make a written response to the documents within ___ days after receipt, the documents
320 shall be deemed acceptable. In the event the Buyer does not accept the provisions in the documents and such
321 provisions cannot be waived, this Agreement may be terminated by the Buyer and the earnest money deposit shall be
322 refunded to Buyer promptly. Any approval of sale required by the Association shall be obtained by the Seller, in writing,
323 within ___ days after Buyer's approval of the documents. Fees charged by the "Association", or its management
324 company, for purposes of verification of good standing and/or transfer of ownership shall be shared equally by Buyer
325 and Seller. Start-up or one time reserve fees, if any, shall be paid by Buyer.
326

327 **Buyer acknowledges that in every neighborhood there are conditions which others may find objectionable. Buyer shall**
328 **therefore be responsible to become fully acquainted with neighborhood and other off-site conditions that could affect the**
329 **Property.**
330

331 U. **ATTORNEY'S FEES:** Any party to this Agreement who is the prevailing party in any legal or equitable
332 proceeding against any other party brought under or with relation to the Agreement or transaction shall be additionally
333 entitled to recover court costs and reasonable attorney's fees from the non-prevailing party.
334

335 V. **ADDITIONAL PROVISIONS:**
336

- 337 1. Unless otherwise provided, any proration's for rent, taxes, insurance, damage deposits, association
338 dues/assessments, or any other items shall be computed as of the day immediately prior to the Closing Date.
339
- 340 2. Underground mining has occurred in Indiana, and Buyers are advised of the availability of subsidence
341 insurance. Broker is not responsible for providing or verifying this information.
342
- 343 3. The Indiana State Police has created a registry of known meth contaminated properties which can be found at
344 www.in.gov/meth. Click on "Clan Lab Addresses." Broker is not responsible for providing or verifying this information.
345
- 346 4. The Indiana Sheriff's Sex Offender Registry (www.indianasheriffs.org) exists to inform the public about the
347 identity, location and appearance of sex offenders residing within Indiana. Broker is not responsible for providing or
348 verifying this information.
349
- 350 5. Conveyance of this Property shall be by general Warranty Deed, or by _____
351 subject to taxes, easements, restrictive covenants and encumbrances of record, unless otherwise agreed.
352
- 353 6. If it is determined Seller is a "foreign person" subject to the Foreign Investment in Real Property Tax Act,
354 Seller will pay applicable tax obligation.
355
- 356 7. Any notice required or permitted to be delivered shall be deemed received when personally delivered, transmitted
357 electronically or digitally or sent by express courier or United States mail, postage prepaid, certified and return
358 receipt requested, addressed to Seller or Buyer or the designated agent of either party.
359
- 360 8. This Agreement shall be construed under and in accordance with the laws of the State of Indiana and is
361 binding upon the parties' respective heirs, executors, administrators, legal representatives, successors, and assigns.

102 E Kercher Road, Goshen, IN 46526-5409

(Property Address)

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- 9. In case any provision contained in this Agreement is held invalid, illegal, or unenforceable in any respect, the invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement.
- 10. This Agreement constitutes the sole and only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties' respecting the transaction and cannot be changed except by their written consent.
- 11. All rights, duties and obligations of the parties shall survive the passing of title to, or an interest in, the Property.
- 12. Broker(s) may refer Buyer or Seller to other professionals, service providers or product vendors, including lenders, loan brokers, title insurers, escrow companies, inspectors, pest control companies, contractors and home warranty companies. Broker(s) does not guarantee the performance of any service provider. Buyer and Seller are free to select providers other than those referred or recommended to them by Broker(s). The Parties agree that Brokers and their companies shall be released and held harmless in the event of claims disputes with any service provider.
- 13. By signing below, the parties to this transaction acknowledge: 1) receipt of a copy of this Agreement; and 2) information regarding this transaction may be published in a listing service, Internet or other advertising media.
- 14. Any amounts payable by one party to the other, or by one party on behalf of the other party, shall not be owed until this transaction is closed.
- 15. Buyer and seller consent to receive communications from Broker(s) via telephone, U.S. mail, email, text message and facsimile at the numbers/addresses provided to Broker(s) unless Buyer and Seller notify Broker(s) in writing to the contrary.
- 16. Buyer discloses to Seller that Buyer holds Indiana Real Estate License # _____
- 17. Where the word "Broker" appears, it shall mean "Licensee" as provided in I.C.25-34.1-10-6.8.

W. **FURTHER CONDITIONS (List and attach any addenda):**
This agreement is subject to approval by the Goshen Redevelopment Commission. The agreement will be on the May 14 regular meeting Agenda

X. **CONSULT YOUR ADVISORS:** Buyer and Seller acknowledge they have been advised that, prior to signing this document, they may seek the advice of an attorney for the legal or tax consequences of this document and the transaction to which it relates. In any real estate transaction, it is recommended that you consult with a professional, such as a civil engineer, environmental engineer, or other person, with experience in evaluating the condition of the Property.

Y. **ACKNOWLEDGEMENTS:** This is is not a limited agency transaction. Buyer and Seller acknowledge that each has received agency office policy disclosures, has had agency explained, and now confirms all agency relationships. Buyer and Seller further acknowledge that they understand and accept agency relationships involved in this transaction. By signature below, the parties verify that they understand and approve this Purchase Agreement and acknowledge receipt of a signed copy.

Z. **EXPIRATION OF OFFER:** Unless accepted in writing by Seller and delivered to Buyer by 5:00 A.M. P.M. Noon, on April 9, 2019, this Purchase Agreement shall be null and void and all parties shall be relieved of any and all liability or obligations.

This Agreement/contract together with any and all subsequent forms, amendments and addenda may be executed simultaneously or in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. The parties agree that this Agreement, together with any and all subsequent forms, amendments and addenda may be transmitted between them electronically or digitally. The parties intend that electronically or digitally transmitted signatures constitute original signatures and are binding on the parties. The original documents shall be promptly delivered, if requested.

102 E Kercher Road, Goshen, IN 46526-5409

(Property Address)

424 Harold M Buck
425 BUYERS SIGNATURE 04/05/2019
426 DATE
427 Harold M Buck
428 PRINTED
429

Leslie A Rodgers Buck 04/05/2019
BUYER'S SIGNATURE DATE
Leslie A Rodgers-Buck
PRINTED

430 AA. SELLER'S RESPONSE: (Check appropriate paragraph number):

431
432 On April 10, at _____ A.M. P.M. Noon
433

- 434 1. The above offer is Accepted.
435
436 2. The above offer is Rejected.
437
438 3. The above offer is Countered. See Counter Offer. Seller should sign both the Purchase Agreement and the Counter
439 Offer.
440

441 Mark Brinson 4/10/19
442 SELLER'S SIGNATURE DATE
443
444 Mark Brinson
445 PRINTED
447

SELLER'S SIGNATURE DATE
PRINTED



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102 E Kercher Road, Goshen, IN 46526-5409

(Property Address)

RESOLUTION 31-2019

Authorization to Proceed with Eminent Domain to Acquire Real Estate on East Lincoln Avenue

WHEREAS the City of Goshen is planning to reconstruct Lincoln Avenue from the railroad to the eastern city limits, install new water main in this corridor, and make improvements to the intersection of East Lincoln Avenue and Steury Avenue.

WHEREAS the Goshen Redevelopment Commission's Economic Development Plan for the Consolidated River Race/US 33 Economic Development Area and Allocation Area includes the acquisition of twelve (12) parcels real estate along East Lincoln Avenue for these local public infrastructure improvement projects.

WHEREAS the acquisition of this real estate along Lincoln Avenue from the railroad to the eastern city limits for these projects is of general public necessity and benefit and is for the use and general welfare of all of the people of Indiana, including the people of the City of Goshen.

WHEREAS Goshen Redevelopment Commission will fund the acquisition of twelve (12) parcels of real estate from the allocation fund for the Consolidated River Race/US 33 Economic Development Area and Allocation Area, of which four (4) of the twelve (12) parcels of real estate along East Lincoln Avenue have already been acquired.

NOW THEREFORE, BE IT RESOLVED by the Goshen Redevelopment Commission that the City administration is authorized to proceed with eminent domain under Indiana Code § 32-24 to acquire the remaining real estate on East Lincoln Avenue that is needed for the local public infrastructure improvement projects.

PASSED and ADOPTED by the Goshen Redevelopment Commission on May 14, 2019.

Thomas W. Stump, President

Andrea Johnson, Secretary

RESOLUTION 32-2019

Approve and Authorize Execution of Agreement Amendment with River Art, LLC

WHEREAS the Commission entered into an Agreement with River Art, LLC on March 26, 2018 to redevelop the north end of the Hawks Building and construct new apartment building on South Third Street.

WHEREAS the original agreement, River Art, LLC is to pay \$254,000 to the Commission for Third Street real estate at the end of the lease term. The developer has requested a change in the language to accommodate the project financing. The language change to reflect the \$254,000 will be paid, and the request is for it to say the \$250,000 is for funds loaned for the project and the \$4000 is for the Third Street real estate.

NOW, THEREFORE, BE IT RESOLVED that the Goshen Redevelopment Commission approves the terms and conditions of the Agreement Amendment with River Art LLC per the Amended Agreement attached to and made a part of this Resolution.

BE IT FURTHER RESOLVED that Mark Brinson, Community Development Director is authorized to execute the Agreement Amendment with River Art, LLC on behalf of the City of Goshen and Goshen Redevelopment Commission.

PASSED and ADOPTED on May 14, 2019

Thomas W. Stump, President

Andrea Johnson, Secretary



**Department of Community Development
CITY OF GOSHEN**

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

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

Memorandum

To: Redevelopment Commission

From: Becky Hutsell, Project Manager

Date: May 14, 2019

RE: Request to Authorize Execution of an Amendment to Lease and Development of Real Estate Agreement with River Art, LLC

The Commission entered into an Agreement with River Art, LLC on March 26, 2018. Per the Agreement, InSite Development is to redevelop the north end of the Hawks Building and construct a new apartment building in the 200 block of S. 3rd Street.

Per the original agreement, River Art, LLC is to pay \$254,000 to the Commission for the 3rd Street real estate at the end of the lease term. To accommodate the project financing, the developer has requested a language change to reflect that the \$254,000 will be paid but that \$250,000 will be to satisfy the funds loaned for the Hawks Building project and \$4,000 will be paid for the 3rd Street real estate. As the changes do not impact the funds to be paid to the Commission, we are requesting the authorization to execute this amendment.

AMENDMENT TO LEASE AND DEVELOPMENT OF REAL ESTATE AGREEMENT

THIS AGREEMENT AMENDMENT is entered into on this ____ day of May, 2019, between River Art, LLC, hereinafter referred to as “River Art”, and the City of Goshen by its Redevelopment Commission, hereinafter referred to as “City”.

WHEREAS, the City entered into a Lease and Development Agreement River Art dated March 26, 2018.

WHEREAS, this amendment is entered into to clarify the purpose of the payment that River Art is to make to Redevelopment in the amount of Two Hundred Fifty-Four Thousand Dollars (\$254,000).

NOW THEREFORE, in consideration of the terms, covenants and conditions to be kept and performed by Redevelopment and River Art in the March 26, 2018 Agreement and the terms, covenants and conditions added by this amendment, the parties agree to modify the March 26, 2018 agreement as follows:

1. The March 26, 2018 Lease and Development of Real Estate Agreement requires River Art to pay Redevelopment the sum of Two Hundred Fifty-Four Thousand Dollars (\$254,000).
2. The payment owed to Redevelopment by River Art is to pay Redevelopment Four Thousand Dollars (\$4,000) for the Third Street Real Estate described in the March 26, 2018 agreement and Two Hundred Fifty Thousand Dollars (\$250,000) for loans made to River Art by Redevelopment to provide a portion of the funding for the River Art project on the Third Street Real Estate.
3. The loan consisted of One Hundred Thousand Dollars (\$100,000) that Redevelopment paid to River Art shortly after the execution of the March 26, 2018 agreement, the receipt of which is acknowledged by River Art and a payment of One Hundred Fifty Thousand Dollars (\$150,000) by LaCasa to River Art, which River Art also acknowledges.
4. In order to induce the payment from LaCasa to River Art, Redevelopment satisfied a Two Hundred Fifty Thousand Dollars (\$250,000) obligation that LaCasa owed to Redevelopment. The consideration for the satisfaction of the obligation owed by LaCasa to Redevelopment was not limited to the One Hundred Fifty Thousand Dollars (\$150,000) payment from LaCasa to River Art.
5. The loan from Redevelopment to River Art began accruing interest at the rate of one percent (1%) per annum on May 1, 2018 as provided in the March 26, 2018 agreement. In addition, the Four Thousand Dollar (\$4,000) purchase price for the Third Street Real Estate began accruing interest at the rate of one percent (1%) per annum beginning on May 1, 2018.
6. The terms of the repayment of the loan from Redevelopment to River Art and the payment of the purchase price for the Third Street Real Estate continue under the same terms and conditions as set out Page 4 of the March 26, 2018 agreement.

7. All terms of the March 26, 2018 agreement remain in full force and effect except as specifically modified by this amendment.

IN WITNESS WHEREOF, Redevelopment and River Art have set their hands to this amendment of the March 26, 2018 agreement this _____ day of May, 2019.

City of Goshen
Redevelopment Commission

River Art, LLC

Mark Brinson,
Director of Community Development

Scott Sivan, Managing Partner
River Art, LLC

RESOLUTION 33-2019

Authorize Negotiation and Execution of a Contract for Demolition of 401 South Third Street and 204 West Madison Street

WHEREAS sealed bids were solicited for the demolition of 401 South Third Street and 204 West Madison Street.

WHEREAS the bids are due on May 13, 2019 and will be opened by the Board of Public Works and Safety.

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

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

PASSED and ADOPTED on May 14, 2019.

Thomas W. Stump, President

Andrea Johnson, Secretary



**Department of Community Development
CITY OF GOSHEN**

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communitydevelopment@goshencity.com • www.goshenindiana.org

Memorandum

To: Redevelopment Commission

From: Becky Hershberger

Date: May 14, 2019

RE: Request to Authorize Negotiation and Execution of a Contract for Demolition of 401 S. 3rd Street and 204 W. Madison Street

The Commission currently owns the two (2) residential properties at 401 S. 3rd Street and 204 W. Madison Street. Both properties are in poor condition and the Commission voted to proceed with demolition of both in lieu of making substantial investments into both as the long term goal would be to redevelop the half block in which they are located. Tenants are to be moved out no later than May 31, 2019 and we would like to proceed with immediate demolition of the structures. We have requested bids for the demolition of both and bids are due on Monday, May 13th, and will be opened by the Board of Public Works and Safety. An updated memo will be provided to the Commission at Tuesday's meeting and we will be requesting permission to negotiate and execute a contract with the lowest responsive and responsible bidder for the project.



RESOLUTION 34-2019

Approve Execution of Change Order No. 1 with HRP Construction for Jefferson Street/River Race Parking Lot

WHEREAS on April 9, 2019, the Redevelopment Commission awarded a bid, approved and authorized the execution of a contract with HRP Construction for the Jefferson Street/River Race Pervious Parking Lot;

WHEREAS the change is for 2 light poles from single luminaries to double.

WHEREAS Change Order Number One (1) increases the total contract by \$6,752.20 for a new contract total of \$771,078.68. A copy of Change Order Number One (1) is attached to and made a part of this Resolution.

NOW, THEREFORE, BE IT RESOLVED by the Goshen Redevelopment Commission that the terms and conditions of Change Order Number One (1) with HRP Construction and the City of Goshen that is attached to and made a part of this Resolution is approved.

PASSED and ADOPTED on May 14, 2019

GOSHEN REDEVELOPMENT COMMISSION

Thomas W. Stump, President

Andrea Johnson, Secretary



**Engineering Department
CITY OF GOSHEN**

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

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

Memorandum

To: Redevelopment Commission

From: Leslie Biek, PE

RE: **JEFFERSON PERVIOUS PARKING LOT CHANGE ORDER #1
(JN: 2017-0014)**

Date: May 9, 2019

At the last Redevelopment Commission, the Commission approved the award of the Jefferson St Parking lot to HRP Construction for a not to exceed price of \$770,126.48. At that time, we did not yet know how much it would cost to change two light poles from single luminaries to double. It ended up being slightly more than we had anticipated, so we sent out the contract as bid, with a contract price of \$764,326.48.

Therefore it is requested the Redevelopment commission approve Change Order # 1 to change two light poles from single to double luminaires to shine light over both the parking lot and the street. The cost for this change order is an additional \$6,752.20 increasing the contract price to \$771,078.68.

Thank you for your consideration of this request.

HRP CONSTRUCTION

EXCAVATING•SEWERS•WATERMAINS

“Working To Be Of Service”

April 15, 2019

Mrs. Leslie Biek, P.E.
City of Goshen Engineering
204 E. Jefferson St, Suite #1
Goshen, IN 46528

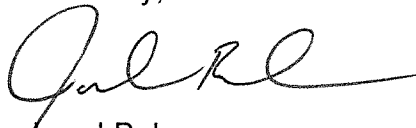
Re: Jefferson Street Parking Lot – Double Light Poles

Dear Leslie:

At your request, HRP Construction has obtained pricing to change two of the proposed light poles on this project from single head light fixtures to double head light fixtures. Below is our pricing for this work. The pricing below is based on using the lights proposed in the alternate bid:

Pemberton Davis Adder for Double Lights	\$5871.48 (price for 2 poles)
<u>HRP Mark-up (15%)</u>	<u>\$880.72</u>
Total Adder Price (for 2 poles)	\$6,752.20
Adder Price for Each for Double Light	\$3,376.10
Base Bid Light Fixture	\$3,500.00
Alternate Bid Light Fixture Adder Price	\$2,400.00
<u>Adder for Double Light Pole</u>	<u>\$3,376.10</u>
Total Price for Double Light Pole	\$9,276.10

Sincerely,



Jered Baker
Sr. Estimator / Project Manager

Equal Opportunity Employer

Shipping:	5777 Cleveland Road	South Bend, IN 46628-9418	Phone 574-271-7800
Mailing:	P.O. Box 266	South Bend, IN 46624-0266	FAX 574-271-0524

RESOLUTION 35-2019

Approve Execution of Change Order No. 1 with Abonmarche Consultants, Inc. for Ninth Street Corridor Multi-Use Path

WHEREAS on November 13, 2018 the Commission approved the Agreement with Abonmarche Consultants, Inc. for Engineering Services for the Ninth Street Corridor Multi-Use Path.

WHEREAS this change order is for additional removal of 4 trees.

WHEREAS Change Order Number One (1) increases the total contract by \$8,975.00 for a new contract total of \$1,260,475.00. A copy of Change Order Number One (1) is attached to and made a part of this Resolution.

WHEREAS this change order will be 100% local funds until INDOT makes a determination.

NOW, THEREFORE, BE IT RESOLVED by the Goshen Redevelopment Commission that the terms and conditions of Change Order Number One (1) with Abonmarche Consultants, Inc. and the City of Goshen that is attached to and made a part of this Resolution is approved.

PASSED and ADOPTED on May 14, 2019

GOSHEN REDEVELOPMENT COMMISSION

Thomas W. Stump, President

Andrea Johnson, Secretary



**Engineering Department
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engineering@goshencity.com • www.goshenindiana.org

MEMORANDUM

TO: Redevelopment Commission
FROM: Leslie Biek, PE
RE: **9TH ST MULTI-USE PATH - CHANGE ORDER #1 (PN: 2011-0052)**
DATE: May 9, 2019

See attached change order request for additional tree removal of 4 trees on the 9th St. Multi-use Path Project.

Two trees to be removed are due to a change in design to accommodate a property owner. The property owner plans to build a house in the near future and would like parking in front of the house for the residents.

One tree proposed to be removed because it is very close to the new roadway, but was not identified to be removed in the plans.

And finally, one large tree is proposed to be removed because it was requested by the property owner. The design shifted the path away from the tree to avoid removing the tree, but upon discussion with the property owner, he would rather have the tree removed instead of having the new path go around the tree while getting into the roots and possibly damaging the tree. If this change order were to be approved, the path could continue straight and not bump out around tree creating a better final project.

Three of the trees would fall within existing line items due to their size. The fourth tree is a 48 inch diameter tree and would require a new line item. Since the clearing of trees has already been done for this project, the contract put the extra mobilization fee into this 48 inch tree removal line item.

The cost for the removal of the 30 inch trees are \$1,000 each as per the bid line item. The proposed price for the 48 inch tree removal which includes the extra mobilization is \$5,975. The total cost for this change order is \$8,075.

At this time, INDOT has not stated if these items will be federally participating. Therefore the request will assume the change order will be 100% local funds at this time until INDOT makes its determination.

It is requested the Redevelopment Commission approved Change Order #1 for the 9th St Multi-Use path project for the removal of an additional 4 trees to the project for a total price of \$8,975. This would increase the contract price to \$1,260,475.

Thank you for your consideration of this request.

April 25, 2019

Leslie Biek, PE
Goshen Engineering
204 E. Jefferson St., Goshen, IN 46528

Re: R-37648 9th street trail project CO 001 Additional tree removal

Leslie,

As per our conversations at the open house and progress meeting, please find below is a cost breakdown of the additional tree removals for preliminary board approval. This will impact 4 trees; 3 of which can be paid for by over running an existing line item. The 4th due to its size will require a new line item be added to the contract.

These trees will need to be removed due to the impact that the excavation will have on the root system. As well as to accommodate the new building on 9th with street side parking. I have included the plan sheets with the tree locations highlighted on them. If you have any questions or concerns, please do not hesitate to contact me.

PLN 0011 Tree 30in, Remove Unit Price: \$1,000.00 ea.	3 additional trees =	\$3,000.00
*PLN 0095 Tree 48in, Remove Unit Price: \$5,975 ea. (include additional mobilization)	1 tree	= <u>\$5,975.00</u>
CHANGE ORDER TOTAL COST		\$8,975.00

Respectfully Submitted,

Abonmarche Consultants, Inc.



JD McPhail
Construction Technician

Abonmarche

RESOLUTION 36-2019

Approve and Authorize Execution of Agreement Amendment with Abonmarche Consultants, Inc. for Steury Avenue/Lincoln Avenue Roadway Reconstruction & Drainage Improvement Project

WHEREAS the Commission entered into an Agreement Abonmarche Consultants, Inc. in April 2014 to complete the design for the roadway and drainage improvements for the Steury Avenue/Lincoln Avenue corridor.

WHEREAS there have been changes in the area and the scope of has increased to add the following:

1. Task #1 – Supplemental Survey & Rule 12 Boundary Survey - \$11,600
2. Task #2 – Roadway & Drainage Designs and Plans - \$42,000
3. Task #3 – Permitting - \$12,000
4. Task #4 – Parcel Plat and Description - \$1,250/plat and description, \$250/right-of-way staking and \$625 for temporary right-of-way description
5. Task #5 – Subdivision Platting Process - \$6,900
6. Task #6 – Bid Phase Services - \$5,000
7. Task #7 – Construction Phase Services (As Requested) - \$5,000 (Allowance)

WHEREAS the anticipated cost for the work is \$84,625 with Task #7 set as not to exceed amount.

NOW, THEREFORE, BE IT RESOLVED that the Goshen Redevelopment Commission approves the terms and conditions of the Agreement Amendment with Abonmarche Consultants, Inc. for Tasks #1-7 with a not to exceed agreement amount of \$84,625.00.

BE IT FURTHER RESOLVED that Mark Brinson, Community Development Director is authorized to execute the Agreement Amendment with Abonmarche Consultants, Inc. on behalf of the City of Goshen and Goshen Redevelopment Commission.

PASSED and ADOPTED on May 14, 2019

Thomas W. Stump, President

Andrea Johnson, Secretary



**Department of Community Development
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communitydevelopment@goshencity.com • www.goshenindiana.org

Memorandum

To: Goshen Redevelopment Commission

From: Becky Hershberger

Date: May 14, 2019

RE: Request to Execute an Agreement Amendment with Abonmarche Consultants, Inc. for the Steury Avenue/Lincoln Avenue Roadway Reconstruction & Drainage Improvement Design Project

In April 2014, the Commission executed an agreement with Abonmarche Consultants, Inc. to complete the design for the roadway and drainage improvements for the Steury Avenue/Lincoln Avenue corridor. This project has been ongoing since that time and multiple scope changes have occurred. In the original agreement, there were two phases slated for the project; the retention pond south of Lincoln and then the roadway improvements for Lincoln and Steury. As planning for the project progressed, the Commission's funding plan for this area shifted and it was determined that the roadway projects would come at a much later date. Phase II is approximately 60% designed at this time and we now need to complete the design and incorporate several changes and additions.

As nearly 5 years have passed, several things need updated to reflect changes in the area and the scope has increased to add the following:

1. Design of a turn lane at Olive as well as Steury and improvements to intersection radius;
2. Design of a new stormwater discharge into Rock Run Creek to accommodate the expanded Lincoln Avenue improvements;
3. Recalculating storm sewer quantities and sizing following improvements at Lionshead;
4. Interception of drainage for the new shooting range facility;
5. Enlarging the water main on Steury from 10" to 12" and abandonment of the old main;
6. Design of a new 12" water main crossing below Rock Run Creek;
7. Development of demolition plans for all the newly acquired properties along Lincoln Avenue;
8. Updated utility plans and coordination;
9. Permitting for added scope items;
10. Development of a parcel plat and legal description for the area encompassing all the acquired residential properties; and
11. Completion of a subdivision for the new land.

The broad scope items are shown below with their associated costs and further detail on each task is shown on the attached proposal.

- Task #1 - Supplemental Survey & Rule 12 Boundary Survey – \$11,600
- Task #2 – Roadway & Drainage Designs and Plans - \$42,000
- Task #3 - Permitting – \$12,000
- Task #4 – Parcel Plat and Description - \$1,250/plat and description, \$250/right-of-way staking and \$625 for temporary right-of-way description
- Task #5 – Subdivision Platting Process – \$6,900
- Task #6 – Bid Phase Services – \$5,000
- Task #7 – Construction Phase Services (As Requested) – \$5,000 (Allowance)

The total anticipated cost for the work is \$84,625 with Task #7 set as a not-to-exceed so the total is a maximum. The agreement would be to have all design work completed by August to then allow for utility relocation work this fall. We anticipate bidding the construction project this fall with a spring start date.

The one factor that is being evaluated but not yet decided is whether or not to bid both the Lincoln portion and the Steury portion as one project with two phases (Lincoln in 2020, Steury in 2021) or to develop two separate sets of bid documents with each being bid as its own project. Abonmarche has indicated that the following costs would be added if it's broken into two separate projects with two sets of bid specifications:

- Prepare separate Construction Bid Documents for Phase III - \$15,000
- Bid Phase Services for Phase III - \$5,000

We are not yet ready to include this into the agreement and, if the decision is made to do so, this portion will be brought back to the Commission as an agreement amendment.

At this time, we are requesting the Commission permission to authorize execution of an agreement for Tasks #1-7 for a not-to-exceed agreement amount of \$84,625.00.

AGREEMENT AMENDMENT #4

Steury Avenue / Lincoln Avenue Roadway Reconstruction & Drainage Improvement Design Project

Project No. 2013-0012

May 8, 2019

PROJECT UNDERSTANDING

The City of Goshen would like to proceed with the final design and permitting of Lincoln Avenue (Phase 2) and Steury Avenue to the north (Phase 3). Both phases shall be permitted and bid as one project.

The preliminary design of the left turn lane on Lincoln Avenue at Olive Street shall be advanced to final design level and the intersection redesigned to accommodate tuck turning movements. The City is acquiring the remaining properties on the south side of Lincoln Avenue to accommodate the road widening for the turn lane.

A new City water main crossing below Rock Run Creek shall be designed and permitted. A new storm sewer discharge to accommodate runoff from Lincoln Avenue and the redesigned Olive Road intersection shall be designed and permitting.

A new City water main shall be designed along Steury Avenue to abandon the existing water main on Lionshead property.

The preliminary storm sewer design and calculations shall be revised to remove the previously anticipated runoff from Lionshead due to their recent parking and drainage improvements.

ADDITIONAL SCOPE OF SERVICES

We have tailored our scope of services pursuant to our previous meeting, and our current understanding of the project. A brief listing of services we expect to deliver for this type of project are listed below.

Task #1: Supplement Survey

Update Topographic Survey

This task includes supplementing the previous survey performed by our office to locate the following items both horizontal location and vertical elevations.

- Entrance drives and parking adjacent to Steury Avenue installed by Lionshead.
- Phase 1 East Gate Market entrance drive and storm sewer to the detention basin.

- Properties on the south side of Lincoln Avenue to locate the creek and record elevations
- Additional survey of Lincoln Avenue to design a new water main below Rock Run Creek.
- Prior to performing the survey, utility locates shall be requested through INDIANA 811 to help verify and identify existing utilities.

Rule 12 Boundary Survey (South Side of Lincoln)

- Perform Rule 12 Boundary Survey on the remaining parcels listed below that the City is acquiring on the south side of Lincoln Avenue (11 parcels) to define the parcel lines and acreage for proposed subdivision plat (separate task).
 - 20-11-10-305-001.000-015 (622 East Lincoln Avenue)
 - 20-11-10-305-002.000-015 (624 East Lincoln Avenue)
 - 20-11-10-305-003.000-015 (700 East Lincoln Avenue)
 - 20-11-10-305-004.000-015 (702 East Lincoln Avenue)
 - 20-11-10-305-008.000-015 (704 East Lincoln Avenue)
 - 20-11-10-305-010.000-015 (708 East Lincoln Avenue)
 - 20-11-10-305-011.000-015 (SW of 708 East Lincoln Avenue)
 - 20-11-10-326-017.000-015 (710 East Lincoln Avenue)
 - 20-11-10-326-018.000-015 (Rear of 710 East Lincoln Avenue)
 - 20-11-10-326-019.000-015 (712 East Lincoln Avenue)
 - 20-11-10-326-020.000-015 (South of 712 East Lincoln Avenue)
- Prepare boundary survey drawing certified by a licensed land surveyor and recording the survey at the Elkhart County Recorder's Office.

Task #2: Roadway & Drainage Design and Plans

- Final design a left turn lane on Lincoln Avenue at Olive Road and redesign intersection to accommodate truck turning movements.
- Design a new stormwater discharge into Rock Run Creek for Lincoln Avenue and the intersection improvements with Olive Road.
- Revise storm sewer calculations and sizing to remove stormwater runoff from Lionshead due to their recent stormwater improvements with their new parking lot.
- Intercept Shooting Range drainage with new storm sewer along Lincoln Avenue.
- Revise intersection of Lincoln Avenue and Steury Avenue to increase the radii to accommodate truck turning movements due to the City acquiring the property on the northeast corner.
- Design new 12" water main from the existing 10" water main on Steury Avenue to the north to abandon the existing water main on Lionshead property.
- Design a new 12" water main crossing below Rock Run Creek and coordinate with City's Consultant on proposed improvements on the west side of the creek.
- Include a demolition plan and specification for the existing homes on the south side of Lincoln Avenue that the City is acquiring. City of Goshen to handle the asbestos investigation on all buildings to be demolished.
- Coordinate Utility Coordination Meeting to update all utility companies with project due to the initial meeting being held several years ago.



Task #3: Permitting

This task includes preparing the necessary construction permit applications for the project. The anticipated permits are listed below. Filing and permit fees shall be invoiced separately and noted on the invoice as a reimbursable.

- DNR Construction in Floodway (new storm discharge at Rock Run Creek)
- DNR Clearance Permit (water main crossing below Rock Run Creek)
- IDEM – Section 401 WQC Regional General Permit Notification (new storm discharge)
- US Army Corps of Engineers Permit (new storm discharge)
- Elkhart County Drainage Board – Permission to Enter and Creek Crossing
- State of Indiana “Rule 5” Permit

Task #4: Parcel Plat and Description

- Prepare one plat and one legal description certified by a registered land surveyor for right-of-way acquisition on each select parcel.
- If temporary right-of-way is needed, prepare a separate legal description.
- Certify the plat and description by a registered land surveyor for use by the City Attorney to prepare the overall document to be signed by the property owner.
- Order current title search for each select parcel through Elko Title on behalf of the City. Elko Title to invoice the City separately.
- Perform a one-time staking of proposed right-of-way (and temporary) on each parcel.

Task #5: Subdivision Platting Process

- Work with City Staff on preparing a subdivision plat drawing for the remaining land that the City is acquiring on the south side of Lincoln Avenue between the detention basin and the Rock Run Creek bridge.
- Prepare subdivision plat in accordance with the City's Subdivision Control Ordinance
- Establish the new right-of-way along Lincoln Avenue.
- Set lot irons at proposed lot corners as required by City/State Laws.
- Attend informal meetings with City Staff to discuss the project, and attend the Plan Commission public hearing.

Task #6: Bid Phase Services

- Attend pre-bid meeting.
- Answer bid questions from the City and potential bidders.
- Prepare addendums, if necessary, to the bid documents.



Task #7: Construction Phase Services (As Requested)

- Attend a pre-construction meeting.
- Attend progress and site meetings at the City's request.
- Assist City and Contractor with construction questions and issues that arise and modify design to accommodate site conditions as necessary at the City's request.

Alternates

Task #8: Prepare Construction Bid Documents (Phase 3)

- Prepare separate bid documents if it's decided that Phase 3 will be bid separately.
- Prepare Invitation to Bid.
- Prepare Bid Form.
- Update Project Specifications.
- Incorporate into City's "front end" requirements.
- Update Construction Plans to reflect Phase 3 only and adjust plan sheets as necessary.

Task #9: Bid Phase Services (Phase 3)

- Attend pre-bid meeting.
- Answer bid questions from the City and potential bidders.
- Prepare addendums, if necessary, to the bid documents.



FEES FOR SERVICES

ABONMARCHE shall receive as payment for the work performed under this contract the total lump sum amount for each task listed below. All services below are firm for 90 days. If not completed within one year, Abonmarche reserves the right to adjust all uncompleted items for cost of living increase. Please note the below costs do not include permitting, postage, and advertising fees. These fees shall be paid by Abonmarche and invoiced as a reimbursable to the client.

Task #1	Supplement Survey	
	Update Topographic Survey.....	\$ 6,700
	Rule 12 Boundary Survey (south of Lincoln)	\$ 4,900
Task #2	Roadway & Drainage Design and Plans.....	(\$6,000 remaining) \$ 42,000
Task #3	Permitting.....	\$ 12,000
Task #4	Parcel Plat and Description	\$ 1,250 Each
	R/W Staking	\$ 250 Each
	Temporary R/W Description	\$ 625 Each
Task #5	Subdivision Platting Process.....	\$ 6,900
Task #6	Bid Phase Services	\$ 5,000
Task #7	Construction Phase Services (As Requested)	(Allowance) \$ 5,000
	Reimbursables	TBD
<hr/>		
TOTAL:	\$ 77,500 (Lump Sum) plus Tasks #4 & #7 and Reimbursables

Alternates

Task #8	Prepare Construction Bid Documents (Phase 3)	\$ 15,000
Task #9	Bid Phase Services (Phase 3).....	\$ 5,000



MAXIMUM HOURLY RATES BY JOB CLASSIFICATION

<u>CLASSIFICATION</u>	<u>HOURLY RATE</u>
Principal	\$ 250.00
Vice President	\$ 215.00
Project Manager	\$ 160.00
Senior Project Engineer	\$ 160.00
Staff Engineer	\$ 100.00
Project Surveyor	\$ 130.00
CADD Technician	\$ 90.00
Two-Person Survey Crew	\$ 140.00
Administrative Assistant	\$ 75.00

ANTICIPATED SCHEDULE

August 1, 2019	Submit Plans to City
Week of August 12	Review Meeting with City
August 12 thru September 12	Prepare Permit Applications
September 12, 2019	Bid Plans, Specifications, Permit Applications to City
Week of September 23	Review Meeting with City
November 2019	Advertise and Bid Project

INFORMATION TO BE PROVIDED BY CITY

1. Utility Information
2. Utility Potholing, if necessary
3. "Front End" Contract Documents





**Department of Community Development
CITY OF GOSHEN**

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

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

Memorandum

To: Redevelopment Commission

From: Becky Hutsell, Project Manager

Date: May 14, 2019

RE: Discussion – River Race Area Temporary Parking Proposal

In 2016, the City constructed a temporary parking lot utilizing milling material in the 300 block of S. Third Street to serve as overflow for the Hawks residents and the businesses at 313 S. 3rd Street and 321 S. 3rd Street. An official city lot was previously designed and bid but plans were put on hold until the development plan for the north half of the Hawks building was in place. The temporary lot has functioned well for the past 2 years and is frequently utilized by the 3 adjacent entities.

As plans are now set for the north half of the Hawks building and the River Art development, the parking lot design for this area was developed and bid out and the Commission approved a contract with HRP Construction last month. Construction schedule will be July through October of this year. The temporary parking area will be removed as that project begins.

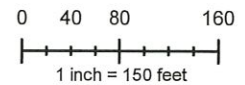
To alleviate the parking shortage in this area while the new lot is being constructed, we are proposing to have the millings from the 300 block moved south to the lots at Third and Madison. City Street Department has indicated that they would be willing to roll out the millings as shown on the attached map. The proposed lot would fit 9 parking spaces and would be in place only until the new lot is constructed. The houses that currently exist in the proposed parking area are to be demolished and a request will be made to the Commission for contract award for those structures this month. The contract for demolition is written to indicate that demo shall begin no later than June 17th and shall be completed by July 15th. We will work with the demolition contractor to backfill and compact the proposed parking area but not add topsoil to that particular section of the lot to allow for the millings to be placed by City staff.

We are finalizing an agreement with Sivan and InSite Development to permit all construction staging and traffic to utilize the 200 block of S. Third Street (River Art development site) in an attempt to keep the construction traffic separate from the traffic associated with the residential and commercial uses in this area.

If the Commission is in agreement, we will proceed with coordinating the details of this plan.



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



River Race Area Temporary Parking Proposal
July - October 2019

2018
Photo

The City of Goshen
Department of
Planning & Zoning
204 East Jefferson Street, Goshen, Indiana 46528
Phone: 574-534-3600 Fax: 574-533-8626

GOSHEN REDEVELOPMENT COMMISSION

Register of Claims

The Goshen Redevelopment Commission has examined the entries listed on the following itemized Expenditure Report for claims entered from **April 10, 2019** through **May 10, 2019** and finds that entries are allowed in the total amount of **\$845,532.77**

APPROVED on May 14, 2019

Thomas W. Stump, President

Andrea Johnson, Secretary

GOSHEN REDEVELOPMENT COMMISSION Itemized Expenditure Report

Claims from 04/10/19 through 05/10/19

Invoice Date	Payee	Description	Claim #	Line Number	Amount
4/10/2019	City of Goshen Utilities	Tap fees for 65736 State Road 15	1414	473-560-00-439.0930	\$2,845.00
4/15/2019	Goshen Theater, Inc.		1416	482-560-00-442.0000	\$0.00
4/15/2019	Goshen Theater, Inc.	KIL Architecture Invoice 1-5	1416	482-560-00-442.0000	\$0.00
4/15/2019	Goshen Theater, Inc.	Req. 01-2019	1415	482-560-00-442.0000	\$228,396.55
4/15/2019	Goshen Theater, Inc.	Req. 02-2019	1417	482-560-00-442.0000	\$62,517.79
4/22/2019	Community Business Equipment (04491)	Supplies for Art Council meeting	1423	406-560-00-429.0002	\$112.02
4/22/2019	Elko Title Corporation (04462)	Title Search for 708 East Lincoln Avenue	1420	480-560-00-439.0930	\$365.00
4/22/2019	Federal Express Corporation (00121)	Goshen Theater Docs	1422	406-560-00-431.0502	\$33.54
4/22/2019	NIPSCO (00014)	102 East Kercher Road	1421	406-560-00-435.0101	\$52.55
4/22/2019	NIPSCO (00014)	102 East Kercher Road	1421	406-560-00-435.0201	\$218.30
4/23/2019	Commercial Appraisal Services, Inc. (09958)	Appraisal of 65706 State Road 15	1424	473-560-00-439.0930	\$425.00
5/1/2019	Elkhart County Treasurer(01641)	Misc - Property Taxes & Stormwater Fees	1425	406-560-00-431.0502	\$19.50
5/1/2019	Elkhart County Treasurer(01641)	River Race - Property Taxes & Stormwater Fees	1425	480-560-00-431.0502	\$20,235.00
5/1/2019	Elkhart County Treasurer(01641)	Southeast - Property Taxes & Stormwater Fees	1425	473-560-00-431.0502	\$123.00
5/2/2019	Elkhart County Treasurer(01641)	River Race Property Taxes & Stormwater Fees	1432	480-560-00-431.0502	\$31.50
5/2/2019	Elkhart County Treasurer(01641)	Southeast Property Taxes & Stormwater Fees	1432	473-560-00-431.0502	\$28.50
5/3/2019	Goshen Utilities (00013)	Tap fees for 65706 State Road 15	1433	473-560-00-442.0000	\$2,267.00
5/6/2019	Goshen Theater, Inc.	Req. 03-2019	1435	482-560-00-442.0000	\$98,078.43
5/6/2019	Amy Worsham (09346)	May 2019 Payment for Mayor's Art Council	1434	230-510-00-449.2103	\$4,086.95
5/6/2019	DLZ Indiana, LLC (04710)	Goshen Industrial Park Drainage	1436	473-560-00-431.0502	\$4,061.24
5/7/2019	DLZ Indiana, LLC (04710)	Professional Service - Kercher Road Phase 2	1437	473-560-00-431.0502	\$2,843.94
5/9/2019	Bank of New York Mellon Trust Company, NA (053	Goshen Redevelopment Comm REF 2015	1438	324-560-00-438.0207	\$21,087.50
5/9/2019	NIPSCO (00014)	102 East Kercher Road	1439	406-560-00-435.0101	\$65.85
5/10/2019	Abonmarche (05859)	Professional Services - 9th Street	1427	480-560-00-431.0502	\$11,685.50
5/10/2019	Abonmarche (05859)	Professional Services for Water Easement - 65706 SR	1431	473-560-00-431.0502	\$4,200.00
5/10/2019	American Structurepoint, Inc. (03093)	Stage II Design Development Services - Millrace Pavili	1426	480-560-00-431.0502	\$39,875.00
5/10/2019	Goshen, City of	Major Moves Loan	1418	480-560-00-438.0100	\$131,843.98

Invoice Date	Payee	Description	Claim #	Line Number	Amount
5/10/2019	Goshen, City of	Major Moves Payment to City	1419	480-560-00-438.0100	\$166,500.00
5/10/2019	Jones Petrie Rafinski Corp. (00463)	Design Service - 3rd Street/River Race	1428	480-560-00-431.0502	\$5,176.65
5/10/2019	Lochmueller Group(09835)	Professional Services - Kercher Road Phase 1	1429	473-560-00-431.0502	\$16,828.04
5/10/2019	Lochmueller Group(09835)	Professional Services - Kercher Road Phase 1	1430	473-560-00-431.0502	\$21,529.44
				Total:	\$845,532.77



May 2019 Redevelopment Staff Report

PROJECT: GOSHEN THEATER RENOVATION- Phase One

PROJECT DESCRIPTION

Goshen Theater, Inc. has purchased the Goshen Theater building to serve as an Arts and Entertainment facility downtown. A phased renovation of the theater has been proposed and construction is in progress. The first phase of construction will include renovation of the lobby area, installation of an elevator, construction of restrooms, HVAC upgrades, hazardous material remediation and façade restoration.

PROJECT UPDATE

The Commission has approved \$850,000 for this project, which is structured as a forgivable loan. Additional funding is coming from the Regional Development Authority, Community Foundation and 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 is the construction manager. Design work is complete and construction has started. Construction is scheduled to be completed in February, 2020.

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 completed early May.

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 College Xing improvements are currently under design by the railroad and 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:

- Spring 2019– 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 safety improvements can be implemented at this crossing, which is anticipated to cost approximately \$400,000. INDOT has agreed to pay 90% of the project. INDOT is improving the crossing as a part of the Crossing Safety Improvement funds. The project is expected to be completed early 2020.
- Fall 2019 – Installation of signs and delineators at the railroad crossings.
- Summer 2020 – Submit the Public Authority Application (PAA) to Federal Railroad Administration (FRA) for review, which typically takes 2 months.
- Summer 2020 – 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. An addendum to the Notice of Intent with the proposed changes have been submitted to FRA, INDOT, and Norfolk and Southern for comment.

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

The project has begun. Work is currently being done between Jackson and College on the west side of the road. Traffic is northbound only during this phase of construction. The construction will soon shift to the east side to construct the path. At which time, traffic will be southbound only. The project is expected to be completed by the end of August.

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 and an agreement request will be brought to the Commission this month for Abonmarche to finalize the design plans for the remainder of the project. There are three (3) remaining properties to be acquired at this time.

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 1B, from Weymouth to Dierdorff, will be completed this year by the end of August. Construction started on April 1st. The pavement surface for Phase 1A (Railroad to Weymouth) will be completed this year.

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 was let in February 2019.

PROJECT UPDATE

Rieth Riley was awarded for this phase of the project as well. Construction is expected to start mid-April and be completed in 2020. Traffic will be maintained for west bound traffic only.

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 develop an arts and asset database/directory to connect and list all of the various individuals in Goshen that contribute to our arts and culture.

PROJECT UPDATE

The creative coordinator agreement ends this month. Phase II of the website development is nearly complete and available for view at www.goshenartscouncil.org. The directory will continue to grow and be updated by City staff as new information is submitted by local artists.

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 meeting is planned with the full steering committee in mid-April to finalize the project design. The original project deadline was February but is being extended as the construction timeline has shifted to 2020. The Design Development phase is complete and we're awaiting the 2nd set of cost estimates. It's anticipated that all design work will be completed by August. An amendment will be brought to the Commission in June with new deadlines.

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 26, 2018 and closing was held on April 17, 2018 for the north half of the Hawks building. Work on the Hawks Building has begun and they will be going through the Tech Review process for the apartment building this summer with construction beginning Fall 2019.

PROJECT: MAIN STREET IMPROVEMENTS

PROJECT DESCRIPTION

The Goshen Engineering Department is in process of 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. Asphalt pavement improvements
2. Striping for angle parking
3. Curb ramp replacements and possible bump outs as funding allows

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

PROJECT UPDATE

A public open house was held last year, 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. Based upon the current funding, the following work is being planned for in 2019: 1.) Deep mill, pavement patching and resurface the roadway; 2.) Placement of angled parking; 3.) Curb ramp and selective sidewalk panel replacement to address public safety. The project is scheduled for construction in 2019. Engineering is currently working on a preliminary design and cost estimates. Once complete public meetings will be held to share what can be expected.

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

The developer will be working with City staff over the next several months to modify the subdivision for this area. It is anticipated that the project will begin this fall or early next spring.

PROJECT: RIVER RACE DRIVE IMPROVEMENTS

PROJECT DESCRIPTION

The 2019 phase of the River Race drive project includes the construction of a public parking lot at Third and Jefferson. The new lot will be constructed using brick pavers to manage stormwater on-site. There will be approximately 50 spaces that will provide parking for the new Hawks North and River Art projects. It will also provide public parking for other developments in the immediate area.

PROJECT UPDATE

The project has gone through the bidding process and a contract has been awarded to HRP Construction. The total contract amount is \$770,000. Construction on the parking lot will begin in June and will be completed by the end of October, 2019. Temporary parking will be available at Third and Madison to replace the existing public parking on the site while the new lot is being built.