



**GOSHEN REDEVELOPMENT COMMISSION
AGENDA FOR THE REGULAR MEETING OF September 10, 2019**

The Goshen Redevelopment Commission will meet on September 10, 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 – Request for Proposals – 401, 405, 409, 411 South Third Street, 204 West Madison Street

PUBLIC MEETING – Sale of 621 ½ South Third Street

6. NEW BUSINESS

Resolution 51-2019 – Ratify Execution of Agreement for the Sale and Purchase of Real Estate at 704 East Lincoln Avenue

Resolution 52-2019 – Ratify Execution of Agreement for the Sale and Purchase of Real Estate at 622 East Lincoln Avenue

Resolution 53-2019 – Agreement for the Vacation of 622 East Lincoln Avenue

Resolution 54-2019 – Release of Real Estate Mortgage Executed by Millrace Neighborhood LLC

Resolution 55-2019 – Approve Execution of Change Order No. 1 & Change Order No. 2 with Walsh & Kelly for the Ninth Street Corridor Multi-Use Path

Resolution 56-2019 – Approve Selection of Real Estate Broker for City Owned Proprieties

Resolution 57-2019 – Authorize Issuance of Request for Proposals for 1213 and 1215 Hickory Street

DISCUSSION

Release of Real Estate Appraisals Prior to Sale of Property

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. GOSHEN THEATER TOUR – The Goshen Theater Board has invited the Redevelopment Commission for a tour of the theater to see the construction progress. The tour will begin immediately following the meeting.

11. ANNOUNCEMENTS

Next Regular Meeting – October 8, 2019 at 3:00 p.m

GOSHEN REDEVELOPMENT COMMISSION

Minutes for the Regular Meeting of August 13, 2019

The Goshen Redevelopment Commission met in a regular meeting on August 13, 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, Vince Turner

Absent: Brian Krider and Bradd Weddell

APPROVAL OF MINUTES

(:24) Commissioner Turner commented that Commissioner Stump was absent at the special meeting. The special meeting minutes noted Commissioner Stump was absent but the minutes stated that Commissioner Stump calling the meeting to order but Commissioner Turner called the meeting to order.

A motion was made by Commissioner Turner and seconded by Commissioner Garber to approve the minutes of the July 9, 2019 regular meeting, executive session and special meeting of July 19, 2019 as amended. The motion was adopted unanimously.

OPEN PROPOSALS – Real Estate Broker Request for Proposals (RFP)

(1:08) Commissioner Stump opened the 2 proposals received. Patty Miller of Century 21 Affiliated, Emmon Schmucker of Coldwell Banker. Proposal's given to Mark Brinson for staff and commission member review.

(3:04) Mark Brinson, Community Development Director, this is joint RFP for Redevelopment and Civil City properties thru 2020.

NEW BUSINESS

Resolution 49-2019 – Ratify Execution of Indemnity Agreement with Goshen Band Boosters, Inc. for Use of Real Estate

(4:03) Mark Brinson, Community Development Director, this agreement is for the Marching Band Invitational to be held on September 14, 2019.

A motion was made by Commissioner Johnson and seconded by Commissioner Garber to approve Resolution 49-2019. The motion was adopted unanimously.

Resolution 50-2019 – Approve Final Development Plans for the River Art Residential Development

(6:03) Mark Brinson, Community Development Director, a conceptual plan was approved as part of the development agreement with InSite Development for the Third Street apartments. The agreement states the final plans submitted should be consistent with the conceptual plans. Mark read a memo from Becky Hutsell, Redevelopment Project Manager.

A motion was made by Commissioner Turner and seconded by Commissioner Garber to approve Resolution 50-2019. The motion was adopted unanimously.

DISCUSSION – 621 ½ S Third Street

(8:10) Mark Brinson, Community Development Director, commented that the property is no longer needed. While preparing RFP the as built drawings were reviewed and it did not show the change in right-of-way. Last year right-of-way was dedicated along River Race Drive and it resulted in this property having the right-of-way going thru the middle of the house. Mr. Brinson explained the options

(11:45) Larry Barkes, City Attorney, commented the idea original idea was to have consistent right-of-way along River Race Drive so there would be room for additional utilities in the future.

(12:43) Mark Brinson, Community Development Director, commented on the number of parcels along River Race Drive and how many would need to be purchased to get full right of way.

(14:20) Emily Moore, 619 S Third St, commented that she is interested in purchasing this for a small apartment for her parents who visit from out of town.

(14:58) Comments from commission members

(16:06) Larry Barkes, City Attorney, disagrees with selling this property because of the need to create easements for the long term for possible additional utilities in the future.

(18:11) Comments from commission members

APPROVAL OF REGISTER OF CLAIMS

A motion was made by Commissioner Turner and seconded by Commissioner Garber to approve payment of the Register of Claims totaling \$552,799.38. The motion was adopted unanimously.

MONTHLY REDEVELOPMENT STAFF REPORT

Community Development Director Mark Brinson stated that the Request for Proposals for the Third Street/Madison Street property and will be opened at the next meeting in September.

OPEN FORUM

(23:42) Adam Scharf, Goshen, talked about head out angle parking on one side of Lincoln Avenue. Talked about the advantages of it. Will provide information and petition from business owners on the north side of Lincoln Avenue. Asked who makes this decision, and Larry Barkes responded that it is Traffic Commission's recommendation to Board of Works.

(34:43) Larry Barkes, City Attorney, in process of preparing agreement for the purchase of 704 East Lincoln Avenue and the owner would like to close before end of month and there is no RDC meeting before then. If agreeable, will bring to September meeting for ratification.

ANNOUNCEMENTS

It was announced that the next regular meeting is scheduled for September 10, 2019 at 3:00 p.m.

ADJOURNMENT

A motion was made by Commissioner Garber and seconded by Commissioner Johnson to adjourn the meeting.

The regular meeting was adjourned at 3:37 p.m.

APPROVED on September 10, 2019.

GOSHEN REDEVELOPMENT COMMISSION

Thomas W. Stump, President

Andrea Johnson, Secretary

RESOLUTION 51-2019

Ratify Execution of Agreement for the Sale and Purchase of Real Estate at 704 East Lincoln Avenue

WHEREAS the Goshen Redevelopment Commission passed Resolution 31-2019 authorizing the City administration to proceed with eminent domain under Indiana Code § 32-24 to acquire real estate on East Lincoln Avenue that is needed to reconstruct Lincoln Avenue east of the railroad, install a new water main in this corridor and make improvements to the intersection of East Lincoln Avenue and Steury Avenue.

WHEREAS the City administration has negotiated the terms and conditions of an Agreement for the Sale and Purchase of Real Estate at 704 East Lincoln Avenue with Paul W. Hapner and Sharon K. Hapner, husband and wife, a copy of which is attached to and made a part of this resolution.

NOW, THEREFORE, BE IT RESOLVED that the Goshen Redevelopment Commission approves the terms and conditions of the Agreement for the Sale and Purchase of Real Estate at 704 East Lincoln Avenue with Paul W. Hapner and Sharon K. Hapner, husband and wife, attached to and made a part of this resolution.

BE IT FURTHER RESOLVED that the Goshen Redevelopment Commission ratifies the execution of the Agreement by Mark Brinson, Community Development Director on behalf of the City of Goshen, Indiana and Goshen Redevelopment Commission.

PASSED and ADOPTED on September 10, 2019.

Thomas W. Stump, President

Andrea Johnson, Secretary

AGREEMENT FOR THE SALE AND PURCHASE OF REAL ESTATE

THIS AGREEMENT is made and entered into on August 19, 2019, by and between **Paul W. Hapner and Sharon K. Hapner**, Husband and Wife, hereinafter referred to as "Seller," and City of Goshen, Indiana, a municipal corporation and political subdivision of the State of Indiana acting through the Goshen Redevelopment Commission, hereinafter referred to as "Redevelopment."

REAL ESTATE

In consideration of the purchase price and on the terms, covenants and conditions to be kept and performed by the respective parties, Seller agrees to sell and City agrees to purchase the following real estate located in Elkhart Township, Elkhart County, Indiana, more commonly known as 704 E. Lincoln Avenue, Goshen, Indiana, 46526, and more particularly described as follows:

The West half (W 1/2) of the following tract of real estate, to-wit:

Commencing at the East line of the West half (1/2) of the West Half (1/2) of Section Ten (10) Township Thirty-six (36) North and Range Six. (6) East, where the said line intersects the South Boundary line of the State Road from Goshen to the State line East; thence southwesterly along the south boundary line of said State Road eight (8) rods; thence South Ten (10) rods; thence northeasterly parallel with said first line eight (8) rods; thence north ten (10) rods; thence North Ten (10) rods to the place of beginning.

(Parcel Number: 20-11-10-305-008.000-015)

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

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

PURCHASE PRICE

Redevelopment agrees to pay and Seller agrees to accept the total sum of Thirty- Four Thousand Dollars (\$34,000.00) to be paid at the closing. Two Thousand Dollars (\$2,000.00) of the purchase amount will be held in an escrow account until the mortgage (owed to Chase Bank) and any unpaid claims have been paid in full. Any remaining funds in the escrow account will be released to the Seller.

APPRAISALS

Redevelopment has obtained at Redevelopment's expense one appraisal of the Real Estate. Redevelopment has supplied a copy of the appraisal to Seller.

TITLE SEARCH

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

MORTGAGE

The title search shows that Chase Bank holds a mortgage on the Real Estate. The mortgage shall be paid in full from the sale proceeds at the closing. Redevelopment has obtained an accurate pay off amount for the mortgage as of July 31, 2019, with a per diem amount of Two Dollars Thirty-Five Cents (\$2.35) until the date Chase Bank receives payment.

CLOSING

A closing will be held on or before August 30, 2019 unless the parties agree to a later date in writing. Redevelopment will pay the cost of the closing agent and costs of the closing except to the extent that such costs are specifically designated as the cost of the Seller by the terms of this agreement.

WARRANTY DEED

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

POSSESSION OF REAL ESTATE

Possession and occupancy of the Real Estate will be delivered to Redevelopment on or before September 30, 2019 unless a later date of occupancy is agreed to in writing by Seller and Redevelopment.

Seller shall be responsible for all maintenance and utilities until September 30, 2019 unless possession of the real estate is delivered to Redevelopment at an earlier date. Seller affirms that the real estate is currently vacant.

RISK OF LOSS

Seller shall assume the risk of loss until the closing at which time Redevelopment shall assume the risk of loss, unless Seller retains possession after the closing. If possession is retained by Seller, the risk of loss shall remain with Seller until possession is given to Redevelopment.

WARRANTIES

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

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

IN LIEU OF EMINENT DOMAIN

Redevelopment is acquiring the Real Estate to demolish the property for certain public purposes. While the terms have been amicably negotiated between the parties, the parties have entered into the negotiation process to avoid the commencement of an eminent domain lawsuit.

MISCELLANEOUS

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

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

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

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

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

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

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

Seller

Paul W. Hapner
Paul W. Hapner

Date: 8-19-19

Sharon K. Hapner
Sharon K. Hapner

Date: 8-19-19

Redevelopment

Mark Brinson
Mark Brinson

Community Development Director
Goshen Redevelopment Commission
City of Goshen, Indiana

Date: August 19, 2019

RESOLUTION 52-2019

Ratify Execution of Agreement for the Sale and Purchase of Real Estate at 622 East Lincoln Avenue

WHEREAS the Goshen Redevelopment Commission passed Resolution 31-2019 authorizing the City administration to proceed with eminent domain under Indiana Code § 32-24 to acquire real estate on East Lincoln Avenue that is needed to reconstruct Lincoln Avenue east of the railroad, install a new water main in this corridor and make improvements to the intersection of East Lincoln Avenue and Steury Avenue.

WHEREAS the City administration has negotiated the terms and conditions of an Agreement for the Sale and Purchase of Real Estate at 622 East Lincoln Avenue with HKH HOLDINGS, LLC, a copy of which is attached to and made a part of this resolution.

NOW, THEREFORE, BE IT RESOLVED that the Goshen Redevelopment Commission approves the terms and conditions of the Agreement for the Sale and Purchase of Real Estate at 622 East Lincoln Avenue with HKH HOLDINGS, LLC attached to and made a part of this resolution.

BE IT FURTHER RESOLVED that the Goshen Redevelopment Commission ratifies the execution of the Agreement by Mark Brinson, Community Development Director on behalf of the City of Goshen, Indiana and Goshen Redevelopment Commission.

PASSED and ADOPTED on September 10, 2019.

Thomas W. Stump, President

Andrea Johnson, Secretary

AGREEMENT FOR THE SALE AND PURCHASE OF REAL ESTATE

THIS AGREEMENT is made and entered into on _____, 2019, by and between HKH HOLDINGS, LLC, an Indiana limited liability company, hereinafter referred to as "Seller," and City of Goshen, Indiana, a municipal corporation and political subdivision of the State of Indiana acting through the Goshen Redevelopment Commission, hereinafter referred to as "Redevelopment."

REAL ESTATE

In consideration of the purchase price and on the terms, covenants and conditions to be kept and performed by the respective parties, Seller agrees to sell and Redevelopment agrees to purchase the following real estate located in Elkhart Township, Elkhart County, Indiana, more commonly known as 622 East Lincoln Avenue, Goshen, Indiana, 46528, and more particularly described as follows:

Lots Numbered 4, 5 and 6 in MERCER'S FOURTH ADDITION to the City of Goshen, Indiana, said Plat being recorded in Deed Record 81, page 443, in the Office of the Recorder of Elkhart County, Indiana.

Parcel Number: 20-11-10-305-001.000-015

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

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

PURCHASE PRICE

Redevelopment agrees to pay and Seller agrees to accept the total sum of Seventy-four Thousand Dollars (\$74,000) to be paid at the closing.

AGREEMENT WITH TENANT

The Real Estate is currently occupied by Christian Escotto and Karla Ouola, hereinafter referred to as "Tenant." Redevelopment, by a separate agreement with Tenant will agree to compensate Tenant for expenses and inconvenience to move to a different location.

APPRAISALS

Two appraisals have been obtained for the Real Estate. Redevelopment selected one appraiser and Seller selected one appraiser. Redevelopment and Seller have each been supplied copies of both appraisals.

TAXES AND ASSESSMENTS

Seller shall pay the real estate taxes and assessments for 2018 due and payable in 2019. The real estate taxes and assessments for 2019 due and payable in 2020 shall be prorated between Seller and Redevelopment as of the date of closing. If the tax rate and/or assessment for taxes have not been

determined, the rate and/or assessment shall be assumed to be the same as the prior year for the purpose of proration and credit for due but unpaid taxes and assessments. Redevelopment shall pay all real estate taxes and assessments for 2020 due and payable in 2021 and thereafter.

TITLE SEARCH

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

CLOSING

A closing will be held on or before September 30, 2019 unless the parties agree to a later date in writing. Redevelopment will pay the costs of the closing agent.

WARRANTY DEED

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

POSSESSION OF REAL ESTATE

Possession and occupancy of the Real Estate will be delivered to Redevelopment on or before December 1, 2019. As long as Seller retains possession, Seller shall be responsible for all maintenance and utilities. Seller will be entitled to rents from the Real Estate until possession is delivered to Redevelopment.

Any tenant must vacate the Real Estate before December 1, 2019.

RISK OF LOSS

Seller shall assume the risk of loss until the closing at which time Redevelopment shall assume the risk of loss, unless Seller retains possession after the closing. If possession is retained by Seller, the risk of loss shall remain with Seller until possession is given to Redevelopment.

SALVAGE RIGHTS

As long as the structure on the Real Estate can be secured and remains stable and safe, Seller may salvage any fixtures or other parts of the structure, including the existing furnace. Seller must complete all salvage work by December 1, 2019.

WARRANTIES

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

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

IN LIEU OF EMINENT DOMAIN

Redevelopment is acquiring the Real Estate to reconstruct Lincoln Avenue from the railroad to the eastern city limits, install a new water main in this corridor, and make improvements to the intersection of East Lincoln Avenue and Steury Avenue. While the terms have been amicably negotiated between the parties, the parties have entered into the negotiation process to avoid the commencement of an eminent domain lawsuit.

MISCELLANEOUS

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

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

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

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

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

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

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

Seller


By: _____

Printed: _____

Title (if any): _____

Date: _____

Redevelopment

 _____

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

Date: August 16, 2019

RESOLUTION 53-2019

Agreement for the Vacation of 622 East Lincoln Avenue

WHEREAS as part of the City's acquisition of the real estate at 622 East Lincoln Avenue, City agrees to compensate the current tenant for expenses and inconvenience to move to a different location.

NOW, THEREFORE, BE IT RESOLVED that the Goshen Redevelopment Commission approves the terms and conditions of the Agreement for the Vacation of 622 East Lincoln Avenue with the tenants attached to and made a part of this resolution.

BE IT FURTHER RESOLVED that the Goshen Redevelopment Commission authorizes the execution of the Agreement by Mark Brinson, Community Development Director on behalf of the City of Goshen, Indiana and Goshen Redevelopment Commission.

PASSED and ADOPTED on September 10, 2019.

Thomas W. Stump, President

Andrea Johnson, Secretary

AGREEMENT FOR THE VACATION OF 622 EAST LINCOLN AVENUE

THIS AGREEMENT is made and entered into on _____, 2019, by and between **Christian Escotto and Karla Ouola**, hereinafter referred to as "Tenant," and **City of Goshen, Indiana**, a municipal corporation and political subdivision of the State of Indiana acting through the Goshen Redevelopment Commission, hereinafter referred to as "Redevelopment."

RECITALS

- (1) Tenant is the current tenant of HKH HOLDINGS, LLC at 622 East Lincoln Avenue, Goshen, Indiana, hereinafter referred to as the "Real Estate."
- (2) Redevelopment is acquiring the Real Estate through eminent domain.
- (3) Redevelopment and HKH HOLDINGS, LLC have reached an agreement on the terms of the sale of the Real Estate to Redevelopment. The terms of the sale permit the current tenant to continue to reside at the premises until December 1, 2019.
- (4) The Real Estate was actually and lawfully occupied by Tenant for at least 90 days prior to Redevelopment's initiation of negotiations for acquisition of the Real Estate with HKH HOLDINGS, LLC.

VACATING THE PREMISES

Tenant agrees to vacate the Real Estate on or before December 1, 2019. Tenant also agrees to remove all personal property from the premises by December 1, 2019.

PAYMENT BY REDEVELOPMENT TO TENANT

Redevelopment agrees to pay Tenant the total sum of Three Thousand Dollars (\$3,000) for the following:

- (1) Two Hundred Dollars (\$200) as a dislocation allowance,
- (2) Three Hundred Dollars (\$300) for moving expenses, and
- (3) Two Thousand Five Hundred Dollars (\$2,500) for rental or down payment on a comparable replacement dwelling.

The sum of Three Thousand Dollars (\$3,000) will be paid as follows:

- (1) Redevelopment will pay One Thousand Five Hundred Dollars (\$1,500) toward the security deposit and first month's rental of the replacement dwelling. Redevelopment will make this payment on Tenant's behalf directly to the landlord. The landlord must complete and file a current W-9 form so Redevelopment can properly process a claim for payment to landlord.
- (2) Redevelopment will pay Tenant One Thousand Five Hundred Dollars (\$1,500) within seven (7) days of Tenant vacating the Real Estate. Tenant agrees to complete and file a current W-9 form so Redevelopment can properly process a claim for payment to Tenant.

MISCELLANEOUS

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

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

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

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

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

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

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

Tenant

Redevelopment

Christian Escotto

Mark Brinson

Community Development Director
Goshen Redevelopment Commission
City of Goshen, Indiana

Date: _____

Date: _____

Karla Ouola

Date: _____

RESOLUTION 54-2019

Release of Real Estate Mortgage Executed by Millrace Neighborhood LLC

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

WHEREAS a Real Estate Mortgage was executed by Purchaser on October 19, 2016 and recorded October 19, 2016 as instrument number 2016-21745 to secure the performance of the obligations due under the terms of the Agreement which includes Purchaser’s obligation to invest Two Million Dollars (\$2,000,000) to develop the real estate.

WHEREAS Purchaser has invested at least Two Million Dollars (\$2,000,000) in the development of the real estate along River Race Drive.

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

BE IT FURTHER RESOLVED that Community Development Director Mark Brinson is authorized to execute the Release of Real Estate Mortgage on behalf of City.

PASSED and ADOPTED on September 10, 2019.

Thomas W. Stump, President

Andrea Johnson, Secretary

RELEASE OF REAL ESTATE MORTGAGE

The City of Goshen, Indiana, a political subdivision in the State of Indiana for the use and benefit of the Department of Redevelopment (“City”), certifies that a certain Real Estate Mortgage executed by Millrace Neighborhood LLC, an Indiana limited liability company, to the City of Goshen, Indiana, a political subdivision of the State of Indiana for the use and benefit of the Department of Redevelopment, in the sum of \$500,000, dated October 19, 2016 and recorded October 19, 2016 as instrument number 2016-21745 in the Office of the Elkhart County Recorder, is released and satisfied in full. City fully releases the following described real estate located in Elkhart County, State of Indiana, more particularly described as follows:

Lot Two (2) of River Race Subdivision as recorded May 21, 2014 in Plat Book 35, Page 20 as Instrument Number 2014-08737 in the Office of the Recorder of Elkhart County, Indiana.

Parcel Number 20-11-16-205-004.000-015

Dated September _____, 2019.

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

Mark Brinson,
Community Development Director

STATE OF INDIANA)
) SS:
COUNTY OF ELKHART)

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

(SEAL)

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

This instrument was prepared by Larry A. 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 for perjury, that I have taken reasonable care to redact each social security number in this document, unless required by law (Larry A. Barkes).

RESOLUTION 55-2019

Approve Execution of Change Order No. 1 & Change Order No. 2 for Ninth Street Corridor Multi-Use Path

WHEREAS these change orders are for time extension of 22 calendar days due to utility delays. The new completion date would move from August 30, 2019 to September 27, 2019

WHEREAS Change Order Number One (1) is for NIPSCO gas which delayed the project 8 days. A copy of Change Order Number One (1) is attached to and made a part of this Resolution.

WHEREAS Change Order Number Two (2) is for NIPSCO electric which delayed the project for 14 days. As copy of Change Order Number Two (2) 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) and Change Order Number Two (2) and the City of Goshen that is attached to and made a part of this Resolution is approved.

PASSED and ADOPTED on September 10, 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: **9TH ST MULTI-USE PATH - CHANGE ORDER #1 & 2 (PN: 2011-0052)**
DATE: September 10, 2019

See attached change orders for a time extension on the 9th St. Multi-use Path Project. The request for the time extension is for 22 calendar days and is due to utilities delaying the project. NIPSCO gas delayed the project 8 days and NIPSCO electric delayed the project another 14 days. The completion date would move from 8/30/19 to 9/27/19

It is requested the Redevelopment Commission approved Change Orders 1 and 2 extending the completion date by 22 calendar days due to utility delays for the 9th St Multi-Use path project bringing the new completion date to September 27, 2019.

Thank you for your consideration of this request.

**INDIANA Department of Transportation
Construction Change Order and Time Extension Summary**

Contract Information

District:FT. WAYNE DISTRICT

Contract No.: R -37648

AE:Koch, Michael

Letting Date:01/16/2019

PE/S:Mcphail, James

Status:Draft

Change Order Information

Date Generated: 00/00/0000

Change Order No.: 001

Date Approved: 00/00/0000

EWA: N or Force Acct: N

Reason Code: CHANGED COND, Utility Related

Description: Time Extension for NIPSCO gas services

Original Contract Amount \$ 1,251,500.00

Current Change Order Amount \$ 0.00

Percent: 0.000 %

Total Previous Approved Changes \$ 0.00

Percent: 0.000 %

Total Change To-Date \$ 0.00

Percent: 0.000 %

Modified Contract Amount \$ 1,251,500.00

Time Extension Information

Date Initiated 00/00/0000

Date Completed 00/00/0000

Original Contract Time

SS Completion Date 08/30/2019 or SS Calendar/Work Days 0

SP Date 00/00/0000 or SP Days

(SS = Standard Specification, SP = Special Provision)

Time Element Description: 8 additional calendar days due to the impact on the schedules critical path by the NIPSCO gas service relocations

Current Time Extension

SS Days 0 SP Days 0

SP Days Value \$ 0.00

Previous Time Approved

SS Days by AE:_____ DCE:_____ SCE:_____ DDCM:_____

SS Days_____

SP Days Value \$ _____

Revised Contract Time

SS Completion Date 00/00/0000 or SS Calendar/Work Days 0

SS Date 00/00/0000

or SP Days 0

**INDIANA Department of Transportation
Construction Change Order and Time Extension Summary**

Review and Approval Information

Required Approval Authority AE: _____ DCE: _____ SCE: _____ * DDCM: _____ *
(\$ per Change Order) (- LE \$ 250K-) (- LE \$ 750K -) (-- LE \$ 2 M --) (-- GT \$ 2 M --)
(Days per Contract) (50 SS days) (100 SS days) (200 SS Days) (GT 200 SS days)

Verbal Approval Required? Y / N If Y, by _____ Date Issued _____

Total Change To-Date>5%? Y / N If Y , Copy to Program Budget Manager _____

Scope/Design Recommendation Y / N If Y, Referred to Project Manager(PM) _____
Required? Date to PM _____ Date Returned _____

Approval Authority Concurs with PM? Y / N If Y, Concurrence by _____ Date _____
If N,Resolution: Approved _____ Disapproved _____
Resolved by _____ Date _____

LPA Signatures Required? Y / N If Y, Date to LPA _____ Date Returned _____

FHWA Signatures Required? Y / N If Y, Date to FHWA _____ Date Returned _____

* Field Engineer Recommendation (Required for SCE or DDCM Approval)

Field Engineer _____ Date _____

Comments: _____

Contract: R -37648
 Project: State:140099500LC2
 Change Order Nbr: 001
 Change Order Description: Time Extension for NIPSCO gas services
 Reason Code: CHANGED COND, Utility Related

CLN	PCN	PLN	Item Code	Unit	Unit Price	CO Qty	Comment	Amount Change
Total Value for Change Order 001 = \$ 0.00								

Contract Completion Date Time Adjustment

Original Completion dt: 08/30/2019 Adj compl dt 09/07/2019 Adj No. of Days 8
 Explanation: 8 additional calendar days due to the impact on the schedules critical path by the NIPSCO gas service relocations

Whereas, the Standard Specifications for this contract provides for such work to be performed, the following change is recommended.

General or Standard Change Order Explanation

This Change Order is a request for 8 additional days for the unforeseen NIPSCO gas services that need to be lowered below the stone trench grade. These services were located between stations 22+00 to 27+00 and were not part of the original utility relocation plan. The services were directly impacting the start of the stone drainage trench which was a critical path item. As per INDOT standard specification 108.08 (b) the contractor submitted a written request stating the requested time and reasons justifying the request. The PE/S and contractor met and agreed upon shorter duration of time which included only days directly impacting the critical path. There is no cost associated with this change order.

Change Order Explanation for Specific Line Item

 It is the intent of the parties that this change order is full and complete compensation for the work describe above.
 Notification and consent to this change order is hereby acknowledged.

Contractor: _____

Signed By: _____

Date: _____

NOTE: Other required State and FHWA signatures will be obtained electronically through the SiteManager system.

APPROVED FOR LOCAL PUBLIC AGENCY

(SIGNATURE)

(TITLE)

(DATE)

(SIGNATURE)

(TITLE)

(DATE)

SUBMITTED FOR CONSIDERATION

PE/S _____

APPROVED FOR INDIANA DEPARTMENT OF TRANSPORTATION

Approval Level	Name of Approver	Date	Status
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**Walsh &
Kelly** Inc.

GRIFFITH
1700 East Main Street
Griffith, Indiana 46319
Phone (219) 924-5900
Fax (219) 924-8768

SOUTH BEND
24358 State Road 23
South Bend, Indiana 46614
Phone (574) 288-4811
Fax (574) 289-7174

May 3, 2019

INDOT Contract R-37648-A

JD McPhail

Dear JD,

Per Standard Specification 105.16 (a), Walsh & Kelly, Inc. is putting INDOT on notice that there is a differing site condition per Standard Specification 104.02 (a) for Contract R-37648-A.

On April 30, 2019, it was discovered from 22+50 Rt. to 26+00 Rt., there are 6 NIPSCO gas service lines that are in conflict with the proposed construction. Once the time and costs of the delays are determined we will notify you.

Nipsco started working on lower the service line on May 8, 2019 and finished on May 15, 2019. This caused Walsh & Kelly, Inc. a delay of 15 calendar days. Walsh & Kelly, Inc. is requesting that a change order be created to add 15 calendar days to the completion date .

Mike McDonald

James McPhail

From: Koch, Michael <MKOCH@indot.IN.gov>
Sent: Tuesday, August 6, 2019 3:35 PM
To: James McPhail
Subject: RE: R -37648, change order 001 has been created

JD,

I support the proposed time extension change order. The CO document looks good. On top of this email please add the PDF of the change order along with the request letter and seek PM concurrence. Once obtained please include the email chain as an attachment to the CO. Once/if obtained please process the CO (contractor signature and two local signatures). Thanks!

Mike
(574)-612-2224

-----Original Message-----

From: James McPhail [mailto:jmcphail@abonmarche.com]
Sent: Tuesday, August 06, 2019 11:35 AM
To: Koch, Michael <MKOCH@indot.IN.gov>
Subject: FW: R -37648, change order 001 has been created

**** This is an EXTERNAL email. Exercise caution. DO NOT open attachments or click links from unknown senders or unexpected email. **** _____

Mike,

I have created CO 001 - additional days for NIPSCO gas services for your review. I can never remember if it needs to be in pending status for you to review or not. If so please let me know and I will get that saved right away.

Regards,

JD McPhail
Construction Technician

C 574.850.0195
O 574.232.8700
W www.abonmarche.com

-----Original Message-----

From: SiteManager@indot.in.gov [mailto:SiteManager@indot.in.gov]
Sent: Tuesday, August 6, 2019 6:54 AM
To: James McPhail <jmcphail@abonmarche.com>; MKOCH@indot.IN.gov; pm@indot.in.gov; lpa@indot.in.gov; FHWA@indot.in.gov; misc@indot.in.gov

INDIANA Department of Transportation
Construction Change Order and Time Extension Summary

Contract Information

District:FT. WAYNE DISTRICT

Contract No.: R -37648

AE:Koch, Michael

Letting Date:01/16/2019

PE/S:Mcphail, James

Status:Draft

Change Order Information

Date Generated: 00/00/0000

Change Order No.: 002

Date Approved: 00/00/0000

EWA: N or Force Acct: N

Reason Code: CHANGED COND, Utility Related

Description: Time Extension for NIPSCO Electric Relocation

Original Contract Amount \$ 1,251,500.00

Current Change Order Amount \$ 0.00

Percent: 0.000 %

Total Previous Approved Changes \$ 0.00

Percent: 0.000 %

Total Change To-Date \$ 0.00

Percent: 0.000 %

Modified Contract Amount \$ 1,251,500.00

Time Extension Information

Date Initiated 00/00/0000

Date Completed 00/00/0000

Original Contract Time

SS Completion Date 08/30/2019 or SS Calendar/Work Days 0

SP Date 00/00/0000 or SP Days

(SS = Standard Specification, SP = Special Provision)

Time Element Description: 14 additional calendare days due to the impact on the schedules critial path by the NIPSCO electric guy anchor relocation

Current Time Extension SS Days 0 SP Days 0 SP Days Value \$ 0.00

Previous Time Approved SS Days by AE:_____ DCE:_____ SCE:_____ DDCM:_____

SS Days_____ SP Days Value \$ _____

Revised Contract Time SS Completion Date 00/00/0000 or SS Calendar/Work Days 0

SS Date 00/00/0000 or SP Days 0

**INDIANA Department of Transportation
Construction Change Order and Time Extension Summary**

Review and Approval Information

Required Approval Authority AE: _____ DCE: _____ SCE: _____ * DDCM: _____ *
(\$ per Change Order) (- LE \$ 250K-) (- LE \$ 750K -) (-- LE \$ 2 M --) (-- GT \$ 2 M --)
(Days per Contract) (50 SS days) (100 SS days) (200 SS Days) (GT 200 SS days)

Verbal Approval Required? Y / N If Y, by _____ Date Issued _____

Total Change To-Date>5%? Y / N If Y , Copy to Program Budget Manager _____

Scope/Design Recommendation Y / N If Y, Referred to Project Manager(PM) _____
Required? Date to PM _____ Date Returned _____

Approval Authority Concurs with PM? Y / N If Y, Concurrence by _____ Date _____
If N,Resolution: Approved _____ Disapproved _____
Resolved by _____ Date _____

LPA Signatures Required? Y / N If Y, Date to LPA _____ Date Returned _____

FHWA Signatures Required? Y / N If Y, Date to FHWA _____ Date Returned _____

* Field Engineer Recommendation (Required for SCE or DDCM Approval)

Field Engineer _____ Date _____

Comments: _____

Contract: R -37648
Project: State:140099500LC2
Change Order Nbr: 002
Change Order Description: Time Extension for NIPSCO Electric Relocation
Reason Code: CHANGED COND, Utility Related

CLN	PCN	PLN	Item Code	Unit	Unit Price	CO Qty	Comment	Amount Change
Total Value for Change Order 002 = \$ 0.00								

Contract Completion Date Time Adjustment

Original Completion dt: 08/30/2019 Adj compl dt ~~09/13/2019~~ **Adj No. of Days 14**
Explanation: 14 additional calendare days due to the impact on the schedules critial path by the NIPSCO electric guy anchor relocation

Whereas, the Standard Specifications for this contract provides for such work to be performed, the following change is recommended.

General or Standard Change Order Explanation

This Change Order is a request for 14 additional days due to the relocation of the NIPSCO electric guy anchors. This work is located between 21+00 to 21+50 on 9th street. This work was originally included as part of NIPSCO's utility relocation plan. NIPSCO was notified on April 9th 2019 that all requirements to begin work have been completed. Impact to the critical path began on July 11th 2019 with this work completed until July 29th 2019. As per INDOT standard specification 108.08 (b) the contractor submitted a written request stating the requested time and reasons justifying the request. The PE/S and contractor met and agreed upon shorter duration of time which included only days directly impacting the critical path. There is no cost associated with this change order.

Change Order Explanation for Specific Line Item

It is the intent of the parties that this change order is full and complete compensation for the work describe above.
Notification and consent to this change order is hereby acknowledged.

Contractor: _____

Signed By: _____

Date: _____

NOTE: Other required State and FHWA signatures will be obtained electronically through the SiteManager system.

APPROVED FOR LOCAL PUBLIC AGENCY

(SIGNATURE)

(TITLE)

(DATE)

(SIGNATURE)

(TITLE)

(DATE)

SUBMITTED FOR CONSIDERATION

PE/S _____

APPROVED FOR INDIANA DEPARTMENT OF TRANSPORTATION

Approval Level	Name of Approver	Date	Status
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RESOLUTION 56-2019

Approve Selection of Real Estate Broker for City Owned Properties

WHEREAS the City of Goshen and the Goshen Redevelopment Commission issued a joint Request for Proposals to select real estate brokerage services for city owned properties.

WHEREAS the proposals were opened at the August 13, 2019 Redevelopment Commission meeting and reviewed by a selection committee. Century 21 was selected.

NOW, THEREFORE, BE IT RESOLVED that the Goshen Redevelopment Commission approves the attached resolution selecting Century 21 as the Commission's real estate broker through December 31, 2020.

PASSED and ADOPTED on September 10, 2019

Thomas W. Stump, President

Andrea Johnson, Secretary



**Department of Community Development
CITY OF GOSHEN**

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

Phone (574) 537-3824 • Fax (574) 533-8626

communitydevelop@goshencity.com • www.goshenindiana.org

Memo

To: Redevelopment Commission

From: Mark Brinson

Subject: Real Estate Broker Proposals

Date: September 5, 2019

The City of Goshen and the Redevelopment Commission issued a joint Request for Proposals (RFP) to select real estate brokerage services required to market and sell city-owned properties. The RFP was issued in July and proposals were opened at the August 13 Redevelopment Commission meeting. Proposals were received from Coldwell Banker and Century 21. The proposals were referred to a selection committee consisting of Mark Brinson, Becky Hutsell and Larry Barks from City staff, as well as Commission members Andrea Johnson and Brian Garber.

After reviewing both proposals, the selection committee is recommending approval of the attached resolution selecting Century 21 as the Commission's real estate broker through December 31, 2020.

August 6, 2019

**COLDWELL
BANKER** 

**The Real Estate
Group**

Mark Brinson
Community Development Director
204 East Jefferson St.
Goshen, IN 46528-3405

Dear Mark:

Thank you for allowing me the opportunity to serve the City of Goshen and the Redevelopment Commission.

My name is Emmon Schmucker and I have been realtor and auctioneer in the Goshen area for 20+ years. I am currently partnered with Coldwell Banker The Real Estate Group, and am serving the greater Elkhart county area in both residential and commercial real estate.

I feel my long-standing *professional* presence in the community lends both credibility and stability in this current sales market. I also feel that my *personal* commitment to local business, education and housing, continue to benefit the City of Goshen.

The top two things that motivate me in business are supporting local education and supporting local housing.

Over the last 20 years, I have personally listed and sold \$54 million dollars in real estate, with an average sale price of \$150,000. As a realtor, I have served on the City of Goshen's Zoning Ordinance Study Committee studying Home Occupation (Summer/Fall 2018). I was also honored to be a founding member of Dream Ministries of Goshen, a non-profit organization with the purpose of supporting independent housing for local women with limited abilities (Served from 2011-2015).

As an auctioneer, I have served as Lead Auctioneer for ECBOR's Annual Fundraiser to benefit Salvation Army - Elkhart/Goshen (1995-Current). I have also served as an auctioneer for the Mennonite Relief Sale's Quilt Auction (1990-Current) and at the Annual 4-H Livestock Auction (1997-Current).

663 County Road 17
Suite 5
Elkhart, IN 46516
Phone: (574) 522-2822



The Real Estate
Group

As requested, you will find the following items enclosed:

- My contact information
- Verification of current real estate and auctioneer licensure
- A sample Certified Market Analysis (CMA)
- A sample of listing documents (w/ Proposed Commission)
- Customer References & Contact Information
- Proof of Membership with the Local MLS
- Seller's Marketing Plan Booklet

I believe we could work well together towards our shared mission of revitalization in this community. It is an honor to be given the opportunity to partner with the Goshen Redevelopment Commission in their goal of renewing the tired areas in our city.

Thank you for your consideration!

A handwritten signature in black ink, appearing to read "Emmon Schmucker", written over a horizontal line.

Emmon Schmucker
Coldwell Banker TREG

663 County Road 17
Suite 5
Elkhart, IN 46516
Phone: (574) 522-2822

State of Indiana

DEMOGRAPHIC INFORMATION

Name: Emmon Schmucker

ADDRESS INFORMATION

City/State/Zip: Goshen IN 46526

County: Elkhart

LICENSE INFORMATION

Lic #: RB14037274

Profession: Real Estate
Commission

Type: Real Estate
Broker

Secondary:

Status: Active

Issued: 7/21/2011

Expiration: 6/30/2020

Method: Change of License
Type

DISCIPLINE INFORMATION

RELATED LICENSES

Lic #: **CO81404150**

License Type: Real Estate Broker Company

Name: Roth & Wehrly, Inc.

License Status: Active

Relationship: Employer/Employee

DOCUMENTS

No Public Documents Available

State of Indiana

DEMOGRAPHIC INFORMATION

Name: Emmon Schmucker

ADDRESS INFORMATION

City/State/Zip: Goshen IN 46526
County: Elkhart

LICENSE INFORMATION

Lic #:	AU08801458	Profession:	Auctioneer Commission	Type:	Auctioneer	Secondary:
Status:	Active	Issued:	8/31/1988	Expiration:	2/28/2020	
Method:	Application					

DISCIPLINE INFORMATION

RELATED LICENSES

No Related Licenses

DOCUMENTS

No Public Documents Available



COMPARATIVE MARKET ANALYSIS

CMA Presentation

Prepared for:

Redevelopment Commission
204 E Jefferson Street
Goshen , IN 46528

Thursday, July 25, 2019

Prepared By:

Emmon Schmucker
Coldwell Banker The Real
Estate Group
663 County Road 17 Ste 5
Elkhart, IN 46516

PHONE: 574-202 3800
emmonschmucker@gmail.com

SUBJECT PROPERTY DETAIL



Address	111 E Pike Street	Property SubType	Site-Built Home
City	Goshen	Approx. Lot Size Acres	0.1000
State	IN	Age	119
Area	Elkhart County	Year Built	1900
Total # Bedrooms	4		
Total # Full Baths	2		
Total # Half Baths	0		
Total SqFt	2,828		
Upper Level SqFt			
Main Level SqFt			
Above Grade Finished SqFt	2,048		
Below Grade Finished SqFt	0		
Below Grade Unfin. SqFt	780		
Total Below Grade SqFt	780		

SUMMARY OF ADJUSTMENTS

Address 504 E Jefferson
MLS # 201826122
Price \$62,000
Adjusted Price \$58,500

Description	Adjustment
Condition	-\$3,500

Address 715 S Main Street
MLS # 201905376
Price \$68,000
Adjusted Price \$62,000

Description	Adjustment
# Electric Meters	-\$2,000
# Gas Meters	-\$2,000
# Water Meters	-\$2,000

COMPARABLE REPORT



MLS # 201830766
 Address 405 E Jefferson Street
 Price \$45,900
 Adj Price \$45,900

Area	Elkhart County	Days On Market	41
Property SubType	Duplex	Price Per SQFT	\$33.65
Status	Sold	Listing Date	7/13/2018



MLS # 201826122
 Address 504 E Jefferson
 Price \$62,000
 Adj Price \$58,500

Area	Elkhart County	Days On Market	110
Property SubType	Duplex	Price Per SQFT	\$41.39
Status	Sold	Listing Date	6/17/2018

Adjustments: Condition -\$3,500



MLS # 201905376
 Address 715 S Main Street
 Price \$68,000
 Adj Price \$62,000

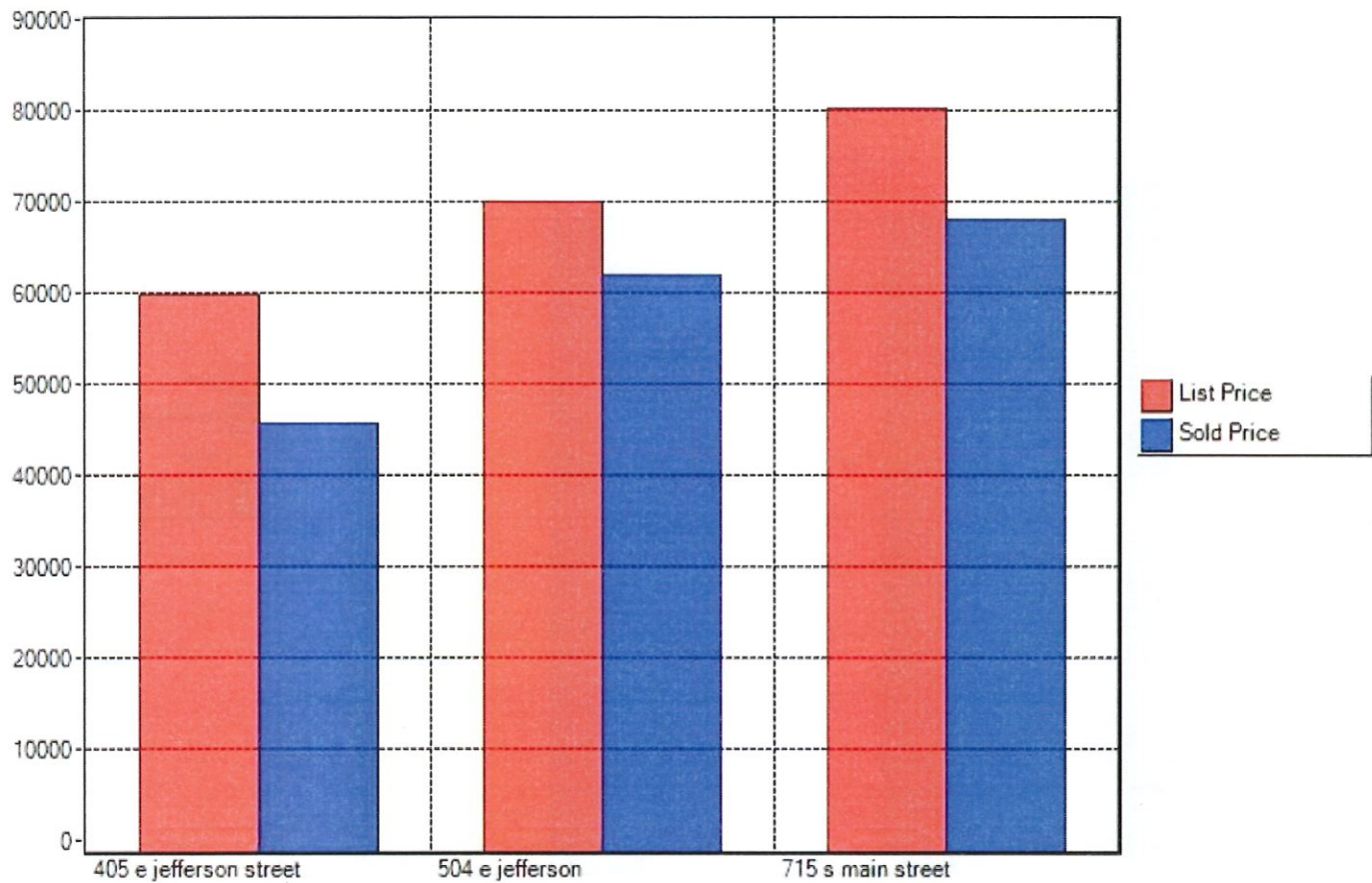
Area	Elkhart County	Days On Market	82
Property SubType	Duplex	Price Per SQFT	\$40.00
Status	Sold	Listing Date	2/18/2019

Adjustments: # Electric Meters -\$2,000, # Gas Meters -\$2,000, # Water Meters -\$2,000

Multi-Class Summary Statistics

	HIGH	LOW	AVERAGE	MEDIAN
Price:	\$80,000	\$59,900	\$69,933	\$69,900
Selling Price:	\$68,000	\$45,900	\$58,633	\$62,000
Adj Price:	\$62,000	\$45,900	\$55,466	\$58,500

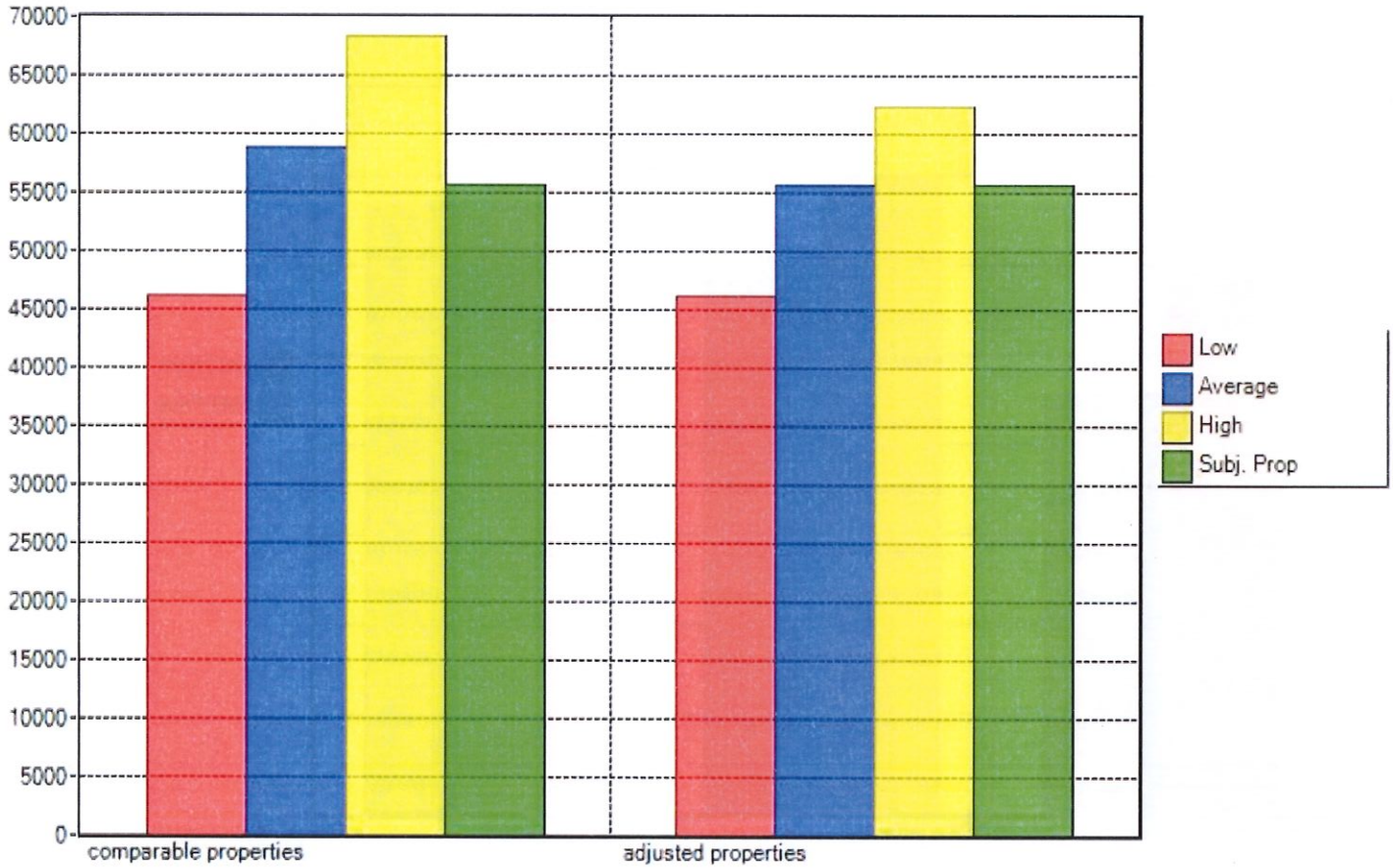
COMPARABLE PROPERTY STATISTICS



Sold Properties

Total # of Listings	3
Lowest Listing Price	\$59,900.00
Average Listing Price	\$69,933.00
Highest Listing Price	\$80,000.00
Lowest Selling Price	\$45,900.00
Average Selling Price	\$58,633.00
Highest Selling Price	\$68,000.00
Average Price Per SQFT	\$38.35
Average Days On Market	77

COMPARABLE PRICE ANALYSIS



Comparable Price Analysis	Price	Price Per SQFT
Low	\$45,900	\$33.65
Average	\$58,633	\$38.35
High	\$68,000	\$41.39
Adjusted Price Analysis	Adjusted Price	Price Per SQFT
Low	\$45,900	\$33.65
Average	\$55,466	\$36.39
High	\$62,000	\$39.05
Suggested List Price	\$55,466	

SELLER'S NET SHEET

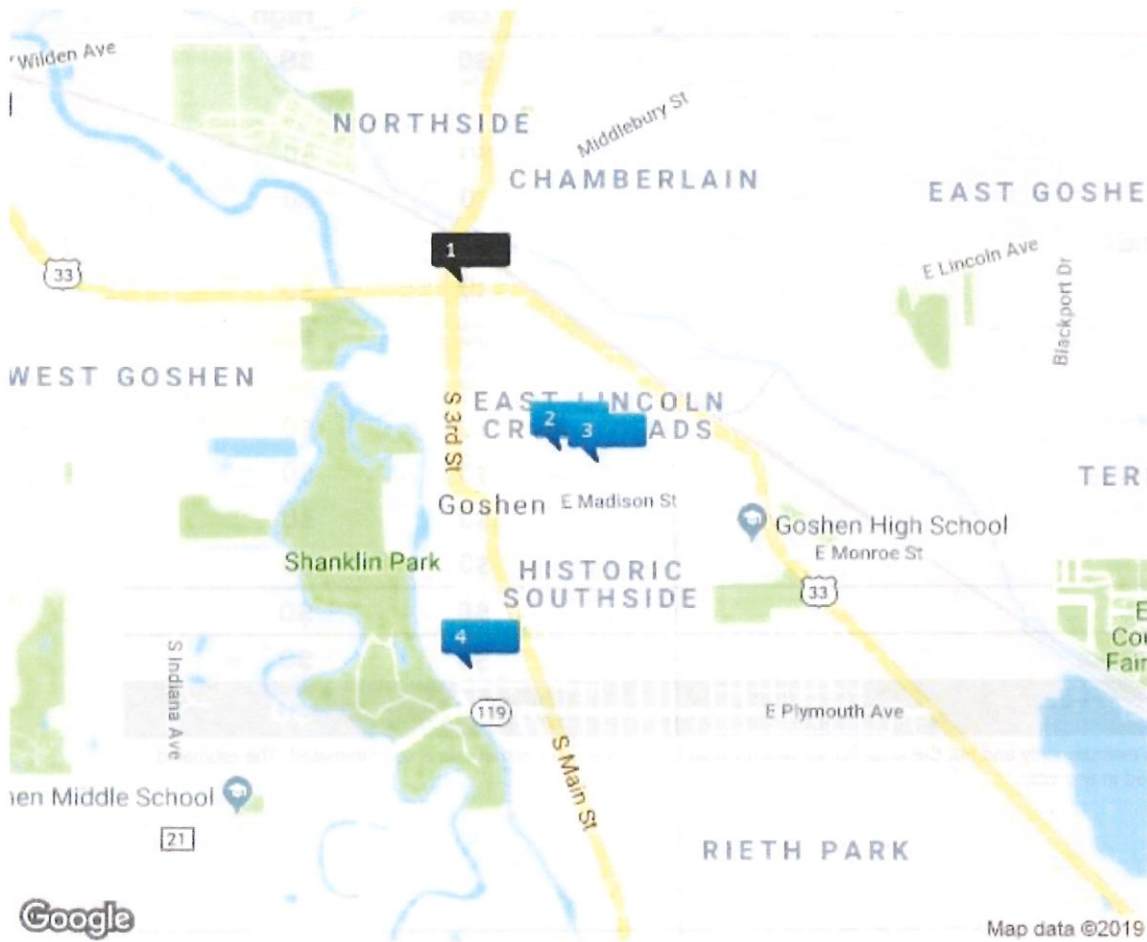
	Low	High
Price	\$0	\$0
Encumbrance		
First Loan	\$0	\$0
Second Loan	\$0	\$0
Estimated Closing Costs		
Commissions	\$0	\$0
Title Insurance	\$0	\$0
Escrow Fees	\$0	\$0
Home Warranty	\$0	\$0
Tax Stamp	\$0	\$0
Pest Inspection	\$0	\$0
Termite Work	\$0	\$0
Total Encumbrances	\$0	\$0
Total Estimated Closing Costs	\$0	\$0
Net Cash To Seller	\$0	\$0

I understand that the above is an estimate only and not the actual costs which would be incurred if an actual sale is consummated. The estimated amounts above are not guaranteed in any way.

Seller _____ Date _____

Broker/Sales Associate _____ Date _____

MAP OF PROPERTIES



Subject Property
 Active
 Sold
 Pending
 Withdrawn
 Leased
 Expired

Map No.	MLS#	Address	City/State/Zip	Price
1	Sub. Property	111 E Pike Street	Goshen IN 46528-2845	\$55,466
2	201830766	405 E Jefferson Street	Goshen IN 46528-3421	\$45,900
3	201826122	504 E Jefferson	Goshen IN 46528-3424	\$62,000
4	201905376	715 S Main Street	Goshen IN 46526	\$68,000

FINAL COMMENTS

July 25 2019

RE: 111 E Pike Street Goshen IN 46526

To Whom It May Concern

As of the above date it is my opinion the value of the property at 111 E. Pike Street Goshen IN 46526 is \$55,466.

Regards

Emmon Schmucker

Broker/Auctioneer

119 S Main Street Goshen IN

Phone 574 202 3800

DETERMINING VALUE

Factors that Affect Your Home in Today's Market!

Location:

Location is the single most important factor in determining the value of your home.

Competition:

Prospective buyers compare your property against competing properties. Buyers will perceive value based upon the properties that have sold or are available in the area.

Timing:

Property values are affected by the current real estate market. As the real estate market cannot be manipulated, a flexible marketing plan should be developed which analyzes the current marketing conditions and individual features of the property.

Condition:

The condition of the property affects the price and speed of the sale. As prospective buyers often make purchases based on emotion, first impressions are important.

Optimizing the physical appearance of your home will maximize the buyer's perception of value.

Price:

Pricing your home properly from the very beginning is an important factor in determining the length of time it will take to sell your home.



**ROTH
WEHRLY
GRABER**

Each Office is Independently Owned and Operated

CBRWG Company Profile

ABOUT COLDWELL BANKER ROTH WEHRLY GRABER REAL ESTATE

The largest real estate company in Northern Indiana, Coldwell Banker Roth Wehrly Graber has been family owned and operated for over 40 years. CBRWG has grown to include 13 offices in 7 different MLS systems and has over 300 licensed real estate agents.

Offices are located in:

- Fort Wayne
- Huntington
- Columbia City
- Angola
- Warsaw
- Plymouth
- Elkhart
- South Bend
- Syracuse
- Goshen
- Edwardsburg, MI

With more than 5,000 residential real estate transactions a year, Coldwell Banker Roth Wehrly Graber is in the top 100 real estate companies in the nation in number of transactions. This ranks CBRWG in the top 1% of residential real estate companies nationally. The affiliation with the international brand of Coldwell Banker presents unparalleled tools and technology to CBRWG agents.

Keys to success

Coldwell Banker Roth Wehrly Graber owners John Bellio and Patrick Maloblocki focus on providing agents with the latest tools and technology. Every new CBRWG listing is equipped with a single listing website, Youtube video, and QR code. Agents are provided with a marketing, training, IT, and managerial support team to assist them in achieving success in the real estate industry. CBRWG pairs the cutting edge technological advantages with an emphasis on integrity and professionalism, and this has helped earn the company a Coldwell Banker Chairman's Circle award for over 25 consecutive years.

Find out more at www.MovingIndiana.com

Agent Report

GENERAL INFORMATION

User Code: EL1115
 Office: Coldwell Banker The Real Estate Group
 Date Assigned to Office: 9/3/1999
 Agent Type: Agent(Realtor,Subscriber)
 Salutation:
 First Name: Emmon
 Last Name: Schmucker
 Middle Initial:
 E-mail Address: emmons Schmucker@gmail.com
 Web Page:

AGENT ADDRESS

Street Address: 663 County Road 17 Ste 5
 (Suite #, PO Box, Etc.)
 City, State, Zip: Elkhart IN 46516

MAILING ADDRESS

Street Address: 663 County Road 17 Ste 5
 (Suite #, PO Box, Etc.)
 City, State, Zip: Elkhart IN 46516

PHONE

PHONE: 574-522-2822
 Cell: 574-202-3800
 Vmail: 574-202-3800
 Fax: 574-534-3819
 Pager:



Print

Close

Customer References

for Emmon Schmucker at Coldwell Banker The Real Estate Group

Mrs. Debra Gerber

78 Harrell Road

Sumter, SC 29150

574-536-4632

Debraegerber@gmail.com

Mr. John Miller

JK Heritage, LLC

11480 W 600 S

Millersburg, IN 46543

574-642-0525

Ms. Michelle Diaz

901 Braxton Court

Goshen, IN 46526

574-312-9778

Mich42@icloud.com

PROPOSAL FOR REAL ESTATE BROKER SERVICES

FOR

The City of Goshen

and the

Goshen Redevelopment Commission

A.) Our Firm:

Century 21 has been a member of The Goshen Chamber of Commerce and in the Goshen community for 30 + years. Our current franchise Century 21 Affiliated has been ranked #1 in the world with over 100 offices and 2000 + agents in 6 states. Locally, we have offices in Goshen, Elkhart, Middlebury and South Bend.

Our Goshen agents have many years of experience with selling in this community and surrounding areas.

The Realtor assigned to this will be myself, Patty Miller. I am also the Team Leader for the Goshen Office and President Elect for the Elkhart County Board of Realtors. I have been a Realtor for 15 years with memberships in ECBOR, IAR, NAR and a Goshen Chamber Ambassador.

B.) References:

- 1.) Nick Kieffer – (260) 385-6630 Current address :20363 CR 38 Goshen, In.
Property sold: 216 Clarmont Goshen In.
- 2.) Harold & Leslie Buck – (574) 370-2374 Purchased : 102 Kercher Goshen
Property sold: 65837 Woodbury Dr. Goshen
- 3.) Joe & Amanda Mehl – (574) 202-2170
Property sold: 607 Revere Dr. Goshen, In.

C.) Conflict of Interest:

I am not aware of any conflict of interests either personal or professional in representing the Goshen Redevelopment Commission.

D.) Marketing Strategy:

Our marketing strategies include entering listings in the Multiple Listing Service. Social media marketing including Facebook, Twitter, Linked In. Century 21 listings have their own unique websites for advertising each individual listing, and advertised on over 600 websites nationwide, including Realtor.com, Zillow & Trulia.

We can also hold Open Houses for the public and/or Realtors only, (at seller's discretion.)

Thank you for considering Century 21 Affiliated and Patty Miller to market and sell your property.

Patty Miller

Century 21 Affiliated

2020 Elkhart Rd.

Goshen, In. 46526

(574) 202-1778

RESOLUTION 57-2019

**Authorize Issuance of Request for Proposals
for 1213 and 1215 Hickory Street**

WHEREAS the Goshen Redevelopment Commission is interested in requesting proposals for the vacant parcels at 1213 and 1215 Hickory Street.

NOW, THEREFORE, BE IT RESOLVED by the Goshen Redevelopment Commission that the Redevelopment Commission authorizes the issuance of a Request for Proposals for 1213 and 1215 Hickory Street, to be opened at a subsequent meeting of the Redevelopment Commission.

PASSED and ADOPTED on September 10, 2019

Goshen Redevelopment Commission

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

Date: September 10, 2019

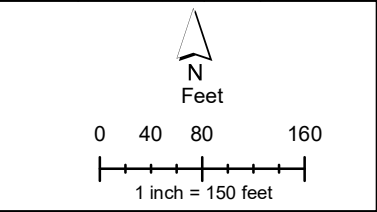
RE: Request for Permission to issue a Request for Proposals for 1213 & 1215 Hickory Street

The Commission currently owns two (2) vacant parcels in West Goshen – 1213 & 1215 Hickory Street. In 2016, we had executed a purchase agreement with LaCasa for these lots in addition to two (2) lots on 7th Street. The purchase agreement had been contingent upon their being awarded tax credits to fund the infill development. After two (2) attempts, LaCasa was not awarded the funding and they have indicated that they have no future plans for the lots.

We are requesting the Commission's approval to issue a Request for Proposals for the Hickory Street lots in hopes that the vacant lots will be redeveloped in this neighborhood. A map of the location for the lots is attached. If approved, we will begin working on the RFP and appraisals for the lots.



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.



1213 & 1215 Hickory Street

2018
Aerial 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 **August 13, 2019** through **September 6, 2019** and finds that entries are allowed in the total amount of **\$467,241.23**

APPROVED on September 10, 2019

Thomas W. Stump, President

Andrea Johnson, Secretary

GOSHEN REDEVELOPMENT COMMISSION Itemized Expenditure Report

Claims from 08/13/19 through 09/06/19

Invoice Date	Payee	Description	Claim #	Line Number	Amount
8/13/2019	Barkes, Kolbus, Rife & Shuler-FID ACCT (05080)	Purchase of 704 E. Lincoln Ave. Paul W. Hapner and S	1519	480-560-00-442.0000	\$35,000.00
8/21/2019	Goshen Utilities (00013)	Tap fees for new parking lot on 3rd Street	1521	480-560-00-442.0000	\$2,845.00
8/27/2019	Community Business Equipment (04491)	Office Supplies	1525	406-560-00-429.0002	\$3.96
8/27/2019	MA Investments	Addl TIF reimbursement for Spring 2018 pay 2019 Wat	1526	473-560-00-442.0000	\$360.75
8/27/2019	NIPSCO (00014)	65706 State Road 15	1524	406-560-00-435.0101	\$22.99
8/27/2019	NIPSCO (00014)	65706 State Road 15	1524	406-560-00-435.0201	\$17.22
9/3/2019	Ancon Construction	Fire Training Facility	1527	473-560-00-442.0000	\$7,348.25
9/3/2019	HRP Construction	Jefferson Street Parking Lot	1529	480-560-00-442.0000	\$196,787.71
9/3/2019	Goshen Theater, Inc.	Req. 05-2019	1531	482-560-00-442.0000	\$124,797.11
9/3/2019	Goshen Theater, Inc.	Water bill for 65736 State Road 15	1530	406-560-00-431.0502	\$33.08
9/3/2019	DLZ Indiana, LLC (04710)	Kercher Road Phase 2	1528	473-560-00-431.0502	\$2,139.17
9/5/2019	Abonmarche (05859)	Steury Avenue Roadway Reconstruction & Drainage Im	1534	480-560-00-431.0502	\$17,100.00
9/5/2019	Niblock Excavating, Inc. (00653)	Main Street Streetscapes	1533	480-560-00-442.0000	\$77,405.80
9/5/2019	Stiver's Lawn Care (06577)	August mowing	1532	406-560-00-431.0502	\$2,083.33
9/6/2019	Barkes, Kolbus, Rife & Shuler, LLP (02483)	Professional Services for E Lincoln Reconstruction	1535	480-560-00-431.0502	\$836.00
9/6/2019	DLZ Indiana, LLC (04710)	Goshen Industrial Park Drainage	1520	473-560-00-431.0502	\$386.00
9/6/2019	John Hall's True Value Hardware (00081)	Supplies	1537	406-560-00-436.0100	\$16.98
9/6/2019	NIPSCO (00014)	611 N 2nd St	1536	406-560-00-435.0101	\$39.45
9/6/2019	NIPSCO (00014)	611 N 2nd St	1536	406-560-00-435.0201	\$18.43
				Total:	\$467,241.23



September 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, and 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: 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:

- Summer 2019– Traffic counts to be done at each of the railroad crossings. Once US 33 Bypass is complete.
- Fall 2019/ Spring 2020 – 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 has switched to between Purl and Jackson on the west side of the road. Traffic is northbound only during this phase of construction. The project is expected to be completed by the end of September.

PROJECT: STEURY AVENUE RECONSTRUCTION AND STORMWATER DETENTION AREA

PROJECT DESCRIPTION

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

PROJECT UPDATE

Phase I of the project has been completed 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 was executed with Abonmarche in May for the final design. Property acquisition is still in process for the residential properties on the south side of Lincoln Avenue and the northeast corner of Lincoln Avenue and Steury Avenue. A utility coordination meeting will be held this month.

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 opened the first week of September.

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

Construction is expected to be completed in 2020. Traffic will be maintained for west bound traffic only this year and will be two-way traffic in 2020. The contractor is currently working on installing the storm sewer.

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 2020. It is anticipated that agreements will be brought before this Commission in the next few months.

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: 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 construction documents are underway. It's anticipated that all design work will be completed by September to allow for a late fall 2019 bidding.

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 spring 2020.

PROJECT: MAIN STREET IMPROVEMENTS

PROJECT DESCRIPTION

Main Street from Pike south to Madison includes a number of aesthetic and functional improvements. Features included in the project are:

1. Asphalt pavement improvements
2. Striping for angle parking and bump-outs
3. Delineators at the bump-out locations
4. Curb ramp replacements and sidewalks as funding allows
5. Mid-block crossings at two locations.

The River Race Capital Plan includes \$500,000 for construction in 2019. For the US 33 and SR 15 transfer, INDOT will be providing the City with \$400,000 which will go towards this project.

PROJECT UPDATE

Niblock was awarded the project and currently working on the sidewalk and curb ramp replacements. If the concrete work is completed by the end of September, the contractor may be able to pave in October. Otherwise the project will be completed in the spring of 2020.

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 has begun and is expected to 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. The contractor has placed the stone base and concrete curbing around the parking lot. The pavers will be installed in September.

PROJECT: US 33 AND FAIRFIELD IMPROVEMENTS

PROJECT DESCRIPTION

This federally funded project consists of adding a pedestrian crossing on US 33 near Fairfield Ave. and added turn lanes on US 33 at Fairfield and US 33 at Plymouth. The project is expected to be under construction in 2023.

PROJECT UPDATE

The City has selected A&Z Engineering to design the project and INDOT has approved the selection. The City is currently in contract negotiations with the chosen firm.

PROJECT: COLLEGE AVE FROM US 33 TO RAILROAD XING

PROJECT DESCRIPTION

This federally funded project consists of adding a center turn lane and a 10 foot multi-use path on the north side of College Ave from US 33 to the railroad crossing. The project is expected to be under construction in 2025.

PROJECT UPDATE

The City has selected American Structurepoint to design the project and INDOT has approved the selection. The City is currently in contract negotiations with the chosen firm.