



**GOSHEN REDEVELOPMENT COMMISSION
AGENDA FOR THE REGULAR MEETING OF October 8, 2019**

The Goshen Redevelopment Commission will meet on October 8, 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 – 621 ½ South Third Street

4. NEW BUSINESS

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

Resolution 58-2019 – Ratify Execution of Agreement for the Sale and Purchase of Real Estate at 710 East Lincoln Avenue

Resolution 59-2019 – Approval of a Proposal for the Purchase of 401, 405, 409 and 411 South Third Street and 204 West Madison Street

Resolution 60-2019 – Approve Agreement and Authorize Acquisition of Real Estate at 921 East Lincoln Avenue, Goshen

Resolution 61-2019 – Approve Request to Execute an Agreement with TecServ Environmental, Inc. for Asbestos Assessment for Eight (8) Structures on East Lincoln Avenue.

Resolution 62-2019 – Approve Execution of Change Order No. 2 with Rieth Riley Construction for Kercher Road Reconstruction Phase 2

Resolution 63-2019 – Approve Execution of Change Order No. 1 with Niblock Excavating for Main Street Streetscapes

5. APPROVAL OF REGISTER OF CLAIMS

6. MONTHLY REDEVELOPMENT STAFF REPORT

7. OPEN FORUM

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

8. 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.

9. ANNOUNCEMENTS

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

GOSHEN REDEVELOPMENT COMMISSION

Minutes for the Regular Meeting of September 10, 2019

The Goshen Redevelopment Commission met in a regular meeting 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.

CALL TO ORDER/ROLL CALL

The meeting was called to order by Vice President Vince Turner. 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, Brian Krider, Vince Turner and Bradd Weddell
Absent: Thomas Stump

APPROVAL OF MINUTES

A motion was made by Commissioner Krider and seconded by Commissioner Garber to approve the minutes of the August 14, 2019 regular meeting. The motion was adopted unanimously.

OPEN PROPOSALS – 401, 405, 409 & 411 South Third Street, 204 W Madison Street

(1:00) Commissioner Turner opened the proposal received from Rethinking Buildings LLC with a bid of \$237,000.

(2:18) Larry Barkes, City Attorney, Qualifying bid but still have to go through the review process.

(2:28) Mark Brinson, Community Development Director, need volunteers from the Commission to review proposal with staff. Commissioner Johnson and Commissioner Garber volunteered.

PUBLIC MEETING – Sale of 621 ½ South Third Street

(3:06) Larry Barkes, City Attorney – process to see if anybody in audience would like to comment on the City's proposal to sell 621 ½ South Third Street. There were no comments from the audience or Commission members.

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

(3:55) Larry Barkes, City Attorney, requesting approval of an agreement with Paul & Sharon Hapner for the purchase of the 704 East Lincoln Avenue for the Lincoln Avenue project. Purchase price is \$34,000.

(5:20) Commissioner Garber asked about the move out date and Larry Barkes replied that the house was vacant.

A motion was made by Commissioner Garber and seconded by Commissioner Krider to approve Resolution 51-2019. The motion was adopted unanimously.

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

(6:40) Larry Barkes, City Attorney, requesting approval of agreement for the purchase of 622 East Lincoln Avenue. Purchase price is \$74,000 with a move out date of 9/30/19. Negotiations with the tenants is ongoing, an agreement has been sent to the tenants regarding funding to find alternative location.

A motion was made by Commissioner Johnson and seconded by Commissioner Garber to approve Resolution 52-2019. The motion was adopted unanimously.

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

(8:15) Larry Barkes, City Attorney, stated that this was an agreement that a lien be held on the development until there was a 2 million dollar investment. It has been determined that it has meet the requirement.

A motion was made by Commissioner Garber and seconded by Commissioner Johnson to approve Resolution 54-2019. The motion was adopted unanimously.

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

(9:27) Leslie Biek, Traffic Engineer, stated that Change Order No. 1 is for 8 days delay for NIPSCO gas and Change Order No. 2 is for 14 days delay for NIPSCO electric. This moves the completion date from August 30 to September 27, 2019.

A motion was made by Commissioner Garber and seconded by Commissioner Johnson to approve Resolution 55-2019. The motion was adopted unanimously.

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

(12:00) Mark Brinson, Community Development Director, commented the 2 proposals that were opened at last month's meeting from Century 21 and Coldwell Banker were reviewed by a committee of staff members and Commissioner Johnson and Commissioner Garber. The committee recommendation is Century 21 managing broker Patty Miller. This is effective through 2020.

A motion was made by Commissioner Johnson and seconded by Commissioner Garber to approve Resolution 56-2019. The motion was adopted unanimously.

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

(14:15) Mark Brinson, Community Development Director, stated that both lots are vacant. Previously had an agreement with LaCasa and they were to build two new homes but they were unable to get funding. Asking for authorization to issue a new Request for Proposals (RFP) for the lots.

15:17 Dustin Sailor, Director of Public Works, stated that the sanitary sewer is not readily available to the second lot so if developed separately will need to make accommodations. Larry Barkes replied that the language stating this was in last RFP and will be the same in the new one.

A motion was made by Commissioner Krider and seconded by Commissioner Garber to approve Resolution 57-2019. The motion was adopted unanimously.

Discussion – Release of Real Estate Appraisals Prior to Sale of Property.

(16:18) Larry Barkes, City Attorney, stated that there was a recent request about releasing appraisals ahead of time to obtain proposals. He stated Redevelopment is not required to do so and those do not become public information until an award of the proposal and at that point becomes public property.

(17:40) questions and comments from Commission members

(20:01) Adam Scharf, Goshen, commented on the RFP just issued that will consider proposals to purchase all 5 parcels, one parcel or any combo of parcels, but yet there is one number for the entirety of the asking price.

APPROVAL OF REGISTER OF CLAIMS

A motion was made by Commissioner Krider and seconded by Commissioner Johnson to approve payment of the Register of Claims totaling \$467,241.23. The motion was adopted unanimously.

MONTHLY REDEVELOPMENT STAFF REPORT

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

OPEN FORUM

(21:40) Commissioner Krider informed the Commission and audience that he is stepping down effective October 1, 2019. The mayor has accepted his resignation and stated that it has been an honor to serve on the Commission.

Vice President Turner thanked Commissioner Krider for his service.

ANNOUNCEMENTS

It was announced that the next regular meeting is scheduled for September 10, 2019 at 3:00 p.m. The Goshen Theater tour will be rescheduled.

ADJOURNMENT

A motion was made by Commissioner Garber Johnson and seconded by Commissioner Krider. The regular meeting was adjourned at 3:24 p.m.

APPROVED on October 8, 2019.

GOSHEN REDEVELOPMENT COMMISSION

Thomas W. Stump, President

Andrea Johnson, Secretary

RESOLUTION 53-2019

Ratify Execution of 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 tenants 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 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 October 8, 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 September 16, 2019, by and between **Cristian Escotto and Karla Oyola**, hereinafter referred to as "Tenants," 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

WHEREAS, Tenants are the current tenants of HKH HOLDINGS, LLC residing at 622 East Lincoln Avenue, Goshen, Indiana, hereinafter referred to as the "Real Estate."

WHEREAS, Redevelopment is acquiring the Real Estate through eminent domain.

WHEREAS, 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 tenants to continue to reside at the Real Estate until December 1, 2019.

WHEREAS, the Real Estate was actually and lawfully occupied by Tenants for at least 90 days prior to Redevelopment's initiation of negotiations for acquisition of the Real Estate with HKH HOLDINGS, LLC.

In consideration of the conditions, covenants and terms contained in this agreement, Tenants and Redevelopment agree as follows:

VACATING THE PREMISES

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

PAYMENT BY REDEVELOPMENT TO TENANTS

Redevelopment agrees to pay Tenants the total sum of Five Thousand Five Hundred Ten Dollars (\$5,510) as follows:

- (1) Two Hundred Dollars (\$200) as a dislocation allowance,
- (2) Three Hundred Dollars (\$300) for moving expenses, and
- (3) Five Thousand Ten Dollars (\$5,010) for rental or down payment on a comparable replacement dwelling.

A partial payment by Redevelopment to Tenants in the amount of Two Thousand Seven Hundred Fifty-Five Dollars (\$2,755) will occur within seven (7) days of Redevelopment's closing with HKH HOLDINGS, LLC. An additional payment of Two Thousand Seven Hundred Fifty-Five Dollars (\$2,755) will be made to Tenants within seven (7) days of Tenants vacating the premises at 622 East Lincoln Avenue.

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 Tenants.

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

Tenants

Cristian Escotto Santiago
Cristian Escotto

Date: 09-16/19

K Oyola
Karla Oyola

Date: 09-16-19

Redevelopment

Mark Brinson
Mark Brinson

Community Development Director
Goshen Redevelopment Commission
City of Goshen, Indiana

Date: September 16, 2019

RESOLUTION 58-2019

Ratify Execution of Agreement for the Sale and Purchase of Real Estate at 710 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 710 East Lincoln Avenue with Estela Gonzalez, 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 710 East Lincoln Avenue with Estela Gonzalez 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 October 8, 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 September 27, 2019, by and between **Estela Gonzalez**, 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 710 East Lincoln Avenue, Goshen, Indiana, 46528, and more particularly described as follows:

A part of the Southwest Quarter (SW-1/4) of Section Ten (10), Township Thirty-six (36) North, Range Six (6) East, Elkhart Township, Elkhart County, Indiana, more particularly described as follows:

Beginning at a rebar with cap which marks where the South right-of-way line of East Lincoln Avenue (State Highway No. 4), in the City of Goshen, intersects the West line of the East Half (E-1/2) of the Southwest¹/₄ Section of Section 10, Township 36 North, Range 6 East; thence continuing along the South right-of-way of East Lincoln Avenue North 73 degrees 36 minutes East (basis of bearing Deed Record 363, page 866), a distance of 47 feet to an iron pipe; thence South 00 degrees 00 minutes 00 seconds East, a distance of 101.4 feet to a rebar with cap; thence South 73 degrees 36 minutes West a distance of 47.00 feet to a rebar with cap; thence North 00 degrees 00 minutes 00 seconds West, a distance of 101.5 feet to the point of beginning.

Parcel Number: 20-11-10-326-017.000-015

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 Fifty-Three Thousand Dollars (\$53,000.00) to be paid at the closing.

APPRAISALS

Two appraisals have been obtained for the Real Estate. Seller has 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 October 25, 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 November 25, 2019. As long as Seller retains possession, Seller shall be responsible for all maintenance and utilities.

RISK OF LOSS

Seller shall assume the risk of loss until the closing at which time Redevelopment shall assume the risk of loss.

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 the date of closing.

WARRANTIES

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.

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

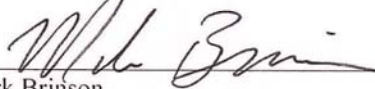


Estela Gonzalez

Date:

9/27/19

Redevelopment



Mark Brinson

Community Development Director
Goshen Redevelopment Commission
City of Goshen, Indiana

Date:

9/27/19

Resolution 59-2019

Approval of a Proposal for the Purchase of 401,405, 409, and 411 South Third Street and 204 Madison Street

WHEREAS a proposal was submitted for the purchase of 401,405, 409, and 411 South Third Street and 204 East Madison Street by Rethinking Buildings, LLC on September 10, 2019

WHEREAS, the proposal submitted for the purchase of 401,405, 409, and 411 South Third Street and 204 Madison Street, by Rethinking Buildings LLC, is for Rethinking Buildings, LLC to receive immediate possession to 204 East Madison and 401 S. Third Street, in order to renovate the houses and bring the structures up to city code.

WHEREAS, the proposal indicates that Rethinking Buildings, LLC will market the vacant lots at 405,409, and 411 S. Third to prospective purchasers and offer for hire professional services to assist the prospective purchasers in developing the remaining three (3) lots.

WHEREAS, the proposal transfers ownership to prospective purchasers at the time of the sale of each of the remaining three (3) lots. No payment will be made to Redevelopment for the three (3) lots until the lots are sold to prospective purchasers.

NOW THEREFORE BE IT RESOLVED that the City of Goshen Redevelopment Commission determines that the offer to purchase submitted by Rethinking Buildings, LLC, **is/is not** a full price offer.

PASSED and ADOPTED on October 8, 2019

GOSHEN REDEVELOPMENT COMMISSION

Thomas W. Stump, President

Andrea Johnson, Secretary

Proposal to Purchase Third Street / Madison Street Real Estate

Goshen, Indiana

10 September 2019

Rethinking
Buildings_{LLC}



A history of improvement...





...to be continued?

Rethinking Buildings LLC

10 September 2019

Mr. Mark Brinson
Community Development Director
204 East Jefferson Street
Goshen, Indiana 46528-3405

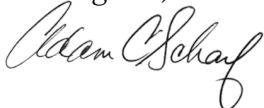
Dear Mr. Brinson and Members of the Goshen Redevelopment Commission:

Rethinking Buildings, LLC is pleased to present, in collaboration with a capable and invested development team, this proposal for regenerative neighborhood-scale preservation and improvement. Please find enclosed the requested information about our experienced team members and the project they hope to bring to fruition for the good of Goshen.

Detailed financial information, as well as EIN for sole member LLC, will be made available upon request and on a confidential basis.

Please do not hesitate to contact me at 574-238-3291 with any question, concerns, or clarifications.

Kind regards,



Adam Scharf, LEED-AP

President
Rethinking Buildings, LLC
303 West Waverly Avenue
Goshen, Indiana 46526

adam@rethinkingbuildings.com



Development Team

Adam Scharf, LEED-AP®

Project Management / Historic Restoration

Adam lives with his wife and two young children along Goshen's Millrace Canal. As a restorationist specializing in the adaptive reuse of historic (and sometimes just old and run-down) residential and commercial structures since 2003 as owner/operator of Rethinking Buildings, LLC, he has completed numerous projects within the immediate area of this special Millrace redevelopment site. Among them are the 1875 "Bank Building" as well as Pizzeria Venturi in the 100 block of East Lincoln Avenue; an 1935 English three-bay threshing barn that is now Red Tail Farm barn event venue; Goshen's first downtown upper floor condominiums, a 3-unit development above the current Kelly Jae's Next Door; as well as residential historic restorations at 528 South 3rd Street and 112 South Sixth Street, which was a federally-funded and overseen project through the Neighborhood Stabilization Program. Adam's interest in restoration is closely tied with passion for resource conservation broadly. Native wetland restoration, solar array installation, vegetated roof plantings, reuse of salvaged materials, and small space design are elements of Adam's past projects. With professional accreditation through the U.S. Green Building Council's Leadership in Energy and Environmental Design program as well as EPA training and certification in lead-safe construction practices, Adam will bring a considerate mind and capable hand to this project.



David Harms

Finance / Development Strategy and Implementation

David was born in Goshen, Indiana, the son of Len and Loanne Harms. He attended Chamberlain Elementary and Goshen Middle School before graduating from Goshen High School as the co-valedictorian of the class of



2000. He continued his education at Rice University in Houston, Texas, earning a B.A. in economics. After two years as an investment banking analyst, David has held a range of roles in housing construction and development over the past 13 years, with a focus on single family home rehabilitations and the deployment of complex layered financing in multifamily development. For the past four years, David has served as project manager at a regional real estate development company based in New Orleans, Louisiana. While there he has completed several projects, including a new construction 40-home subdivision, rehabilitation of a 64-unit apartment complex, rehabilitation of a 105-unit apartment complex, three projects totaling over \$21 million of combined development cost, delivered on budget and in compliance with the financing commitments of each project's multiple layered sources. David has firsthand experience with the federal historic rehabilitation tax credit, as well as many other sources of public and private real estate financing. He holds a M.S. in finance from Louisiana State University and lectures on the business of real estate development at Tulane University. He has been involved with the underwriting and financial modeling of the proposal and is looking forward to seeing the further activation of the Mill Race as amenity for the city of Goshen.

Richard Worsham

Historic and Urban Design Consultation

Richard is co-founder and designer at Janus Motorcycles and continues to pursue his calling in traditional architectural and urban design through professional projects, design competitions, and conferences. Richard holds a bachelor's degree in literature from Thomas More College and a master's degree in architecture from the University of Notre Dame. Through his background in classical design, literature, art, and architecture, Richard has found inspiration for his architectural and mechanical designs both in new innovation and invention, and in the imitation of great models of the past. Richard uses hand sketches, computer-aided drafting, 3D modeling, and traditional water-color rendering to explore design concepts and arrive at sustainable solutions.



Brad Mosness, PE

Surveying / Civil Design and Engineering / Compliance



Brad is a professional civil engineer with 19 years of experience in land development and municipal projects, and manages the Goshen Office for Abonmarche. Brad is also a current and lifelong Goshen resident, and is very familiar with the project location having prior experience working with the City on River Race Drive and with the Developer of the Hawks Building. Brad manages project development from start to finish, always striving to understanding each clients' needs so that the final results are exactly what the client is expecting. He understands the local City of Goshen municipal and technical review process, the details of design requirements, including stormwater layout, land planning, permitting, and acquiring local approvals for zoning and developmental variances. Brad coordinates private/public relationships between clients and government agencies.

Christina Clauss

Marketing and Sales



Christina has been helping clients buy and sell homes in the northern Indiana area for almost twenty years. She is a Century 21 agent who collaborates professionally with her mother -- and Millrace Canal waterfront resident -- Barb Swartley, to provide the highest level of service possible. A five-time winner of the Century 21 Centurion award for excellence in sales, she served as the 2018 President of the Elkhart County Board of Realtors. That same year she was also named Elkhart County Realtor of the Year.

Purchase Price

The proposed purchase price for the real estate and structures offered is **\$237,000**

Please find further purchase details alongside the project Timeline.

Origin

The 1860 census recorded at what is now the corner of Madison and Third Streets in Goshen, Indiana a couple aged 55 years resident there: the cooper Rowel Stump from Baden, Germany and his wife Matilda Stump, a Virginian originally. There too was Christian Angel, a 27-year-old Prussian brewer. The business would quickly grow from four employees, to eight, then 20 and to 35. It would move geographically and to the market; in 1892 toward seizing an opportunity by selling “beer by the bottle, keg or case to those who have been in the habit of getting it from Chris Hinderer or Herman Dalka, jobbers, who quit because the saloon men kicked against it.” (4 May 1892, Goshen Democrat).

The parcel on which this entrepreneurial enterprise began, along with two brick buildings – the only known structures pre-dating the construction of the Millrace Canal in the immediate vicinity of said Canal and still standing to this day -- are proposed to be restored with historic integrity herein.

With thanks & credit to historian Rebecca Akens for her compiled history of 401 South Third and 204 West Madison Streets

Repairs and Restoration

We propose to make all repairs and requirements in Exhibits G and H of the Request for Proposals. This is with the understanding that the spirit of the repair lists is to bring the structures into safe and habitable condition consistent with relevant codes, not to limit scope of a project that renders specific items inapplicable or impractical.

Narrative and Vision

The houses at 401 South Third Street and 204 East Madison Street will be stabilized and substantially renovated, rejuvenating these neglected brick structures and weaving them into the fabric of urban preservation and progress that is manifest in Goshen’s River Race redevelopment area and the adjoining neighborhood and central business district. In consultation with local historians, advocates, and our design team members we will identify and execute key architectural elements for restoration or re-creation. This may include “gingerbread” trim at the front facade gable, replaced Italianate brackets at the southeast addition to 401, restored historic doors, and so forth.

Later additions such as the connecting breezeway, the west garage addition, as well as elements that may prove structurally unreparable or aesthetically undesirable, may be demolished (in whole or part) or altered. New garages, house additions, amenities and/or accessory buildings may be added to meet modern market demands.

While the initial intent is residential use for the existing structures on Parcels 4 and 5, the project will be receptive and responsive to viable and compatible light commercial/professional or mixed uses that may arise, and requests Redevelopment support for such, including required zoning changes or variances.

Parcels 1, 2, and 3 will be marketed for residential development largely consistent with their established R-3 zoning, which also allows single family houses by right.

Timeline and Transfers

	Q4 2019	Q1 2020	Q2 2020	Q3 2020	Q4 2020	Q1 2021	Q2 2021	Q3 2021	Q4 2021
Scope of Work Design on Rehabs									
Finalize Due Diligence									
Secure Construction Period Financing									
Demolition of Accessory Structures									
Historic Rehabilitation of 401 S. Third St.									
Historic Rehabilitation of 204 W. Madison									
Feasibility Analysis of Existing Lot Lines									
Potential <u>Replatt</u> ing of Lot Lines									
Payment of Tap Fees and Provision of Water & Sewer									
Site Clearing									
Marketing of Lots for Sale									
Sale of 405 S. Third Street and Closing with RC									
Sale of 405 S. Third Street and Closing with RC									
Sale of 405 S. Third Street and Closing with RC									

	e/w dim	n/s dim	sf	value if vacant	value adjustment for historic structure	value as is
Parcel 1	152.60'	40.64'	6,202 sf	\$ 68,980		\$ 68,980
Parcel 2	152.60'	40.64'	6,202 sf	\$ 68,980		\$ 68,980
Parcel 3	152.60'	58.35'	8,904 sf	\$ 99,040		\$ 99,040
Parcel 4	63.54'	66.67'	4,236 sf	\$ 47,119	\$ (47,119)	\$ -
Parcel 5	89.06'	66.67'	5,938 sf	\$ 66,043	\$ (66,043)	\$ -
			31,481 sf			\$ 237,000

Each of the five legal lots of record will be purchased for the pro-rata as-is value above. Parcels 4 and 5 will be renovated and sold or, if market conditions dictate, rented. Ownership of Parcels 4 and 5 will transfer upon receipt of Certificate of Occupancy. Parcels 1-3 will be sold to individual purchasers for

homebuilding, at which time ownership will transfer from Redevelopment and consideration granted therefor.

Our project team will offer for hire to purchasers, at their option: development, design, architectural and/or construction services.

Lot lines may be reconfigured, recombined, or subdivided with accompanying pro rata value adjustment as per the above schema. So long as density does not exceed the existing R-3 zoning standards, and no lot is created that is narrower than Parcel 1, changes to lot lines will not trigger stormwater or similar requirements.

During the time the developers maintain site/project control, any easements, homeowners' or condominium owners' associations, or similar structures or standards reasonably necessary to facilitate the project may be implemented.

If any land is not sold by the end of 2021, the developers shall have the option of submitting a non-refundable deposit equal to 10% of the above value assigned to the remaining properties in exchange for a one-year extension to complete the lot sales. Similarly, if the above extension option is exercised, but some portion of the land remaining is unsold by the end of 2022, the developers shall have a final option to submit an additional 10% deposit to extend through December 31, 2023. Any deposits submitted shall be nonrefundable to the developers in the event the properties are not purchased, but shall apply to the purchase prices proposed above.

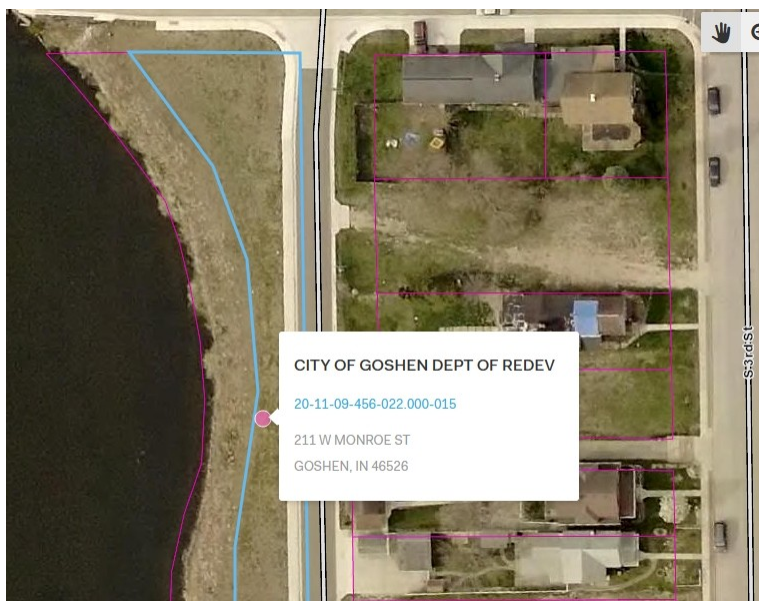
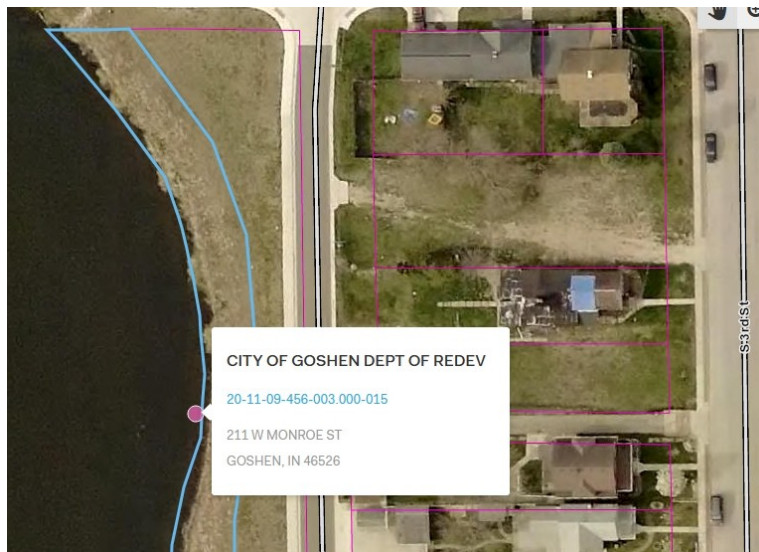
During the time the developers have control of the project, Redevelopment shall grant a first lien position to a lender providing construction financing for any improvements of any of the five lots. No portion of the five lots may be cross-collateralized or pledged as collateral for any purpose other than the improvement of all or a portion of this property.

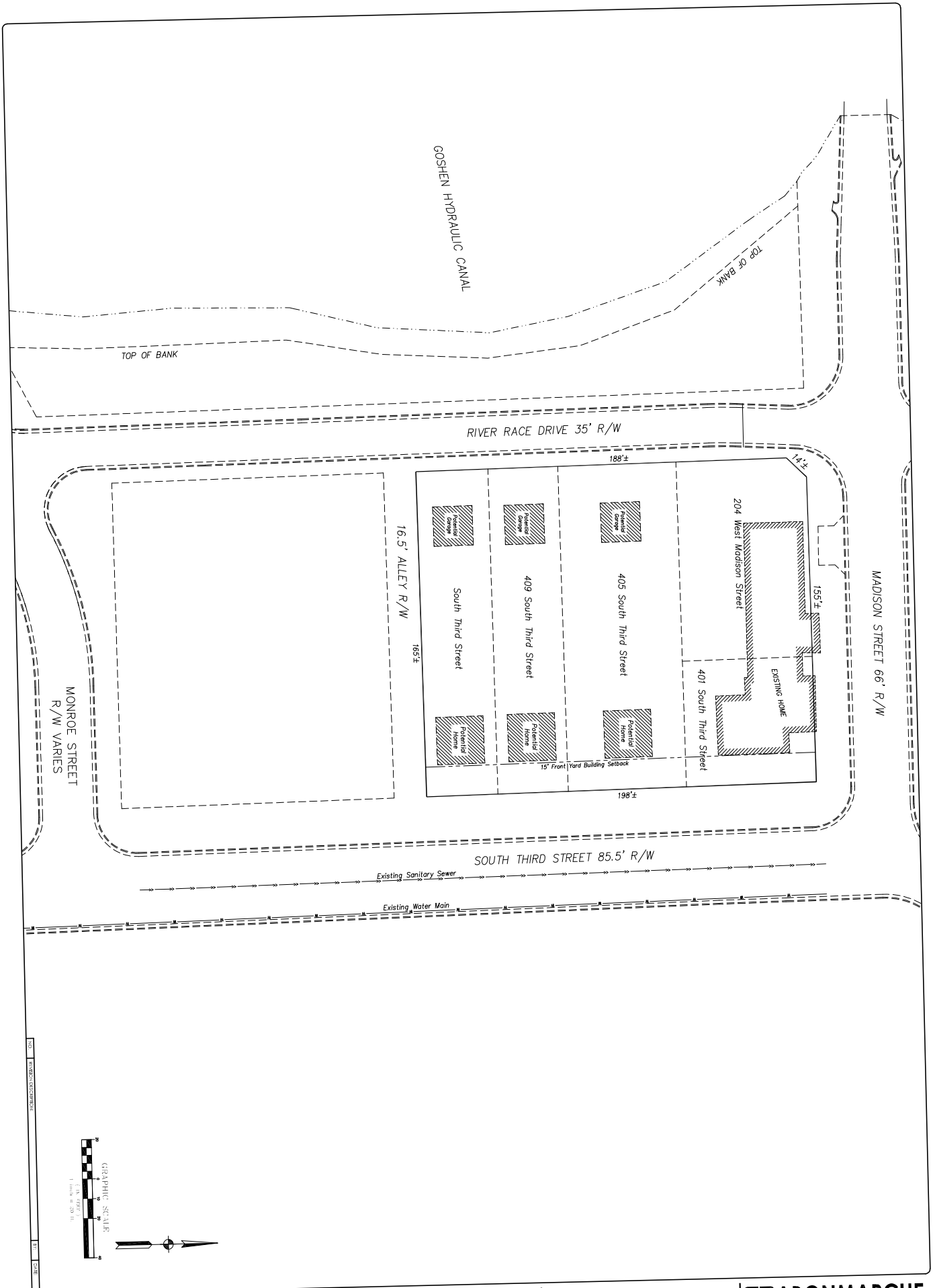
Additional Considerations

This proposal is contingent upon any required zoning variances or changes being granted.

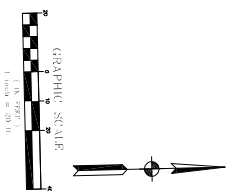
In order for the project to be as successful as possible, the development team asks that Redevelopment:

- Provide any improvements needed on public property or right of way, including but not limited to: curb cuts, water/sewer taps and lines, etc.
- Perform a Phase I environmental assessment, along with any follow-up therefrom
- Grant right of first refusal for parcels 20-11-09-456-003.000-015 and 20-11-09-456-022.000-015, in addition to making these parcels available for potential off-site improvements, including for compliance with development regulations.





DATE: 01/15/24
 SCALE: AS SHOWN



1 of 1

PROJECT: P19-1285
 SHEET: 11

DATE: 01/15/24
 SCALE: AS SHOWN

CONCEPTUAL SITE PLAN

PROJECT: RETHINKING BUILDINGS, LLC 3RD AND MADISON DEVELOPMENT

ABONMARCHE
 1109 South 9th Street
 Goshen, IN 46526
 T 513.632.0912
 F 513.633.9911
 info@abonmarche.com

Boyle Creek
 Butler Historic
 South Haven
 Valparaiso

Goshen
 Hobart
 Lafayette
 South Bend

Engineering, Architecture, Land Surveying

One possible pattern: The American Foursquare

The project seeks to empower grassroots, organic development by – to the extent possible – re-creating the underlying urban conditions that gave rise to the historic Shanklin-Millrace originally: individuals, operating within lot lines and urban grids, deciding for themselves the particulars of the size, style and form of their own home.

Inherent in this approach, which seeks to activate local investment, democratize capital accumulation, and maximize ownership both financially and emotionally for the end homeowner, is up-front uncertainty. Guiding and informing bottom-up design to meet the needs of individuals and the vernacular of the area is aim of this project.

At the same time, the City of Goshen and the County of Elkhart are no strangers to centrally-designed, mass-produced housing products. It is not only a central part of our local character and culture now, but it has been for a century. One need look no further than the American Foursquare, which crops up in many shapes and sizes around our city, region and even country.

Kits were available in catalogs and came in many variations. Those many variations in style and size allow the form flexibility for homebuilders-to-be. With strong precedent for this American classic form in Goshen's central city neighborhoods – along with its flexibility to adapt its size, shape and styling from a single family home to a multi-family condominium – the American Foursquare can serve as one design inspiration for the project's potential new residences.



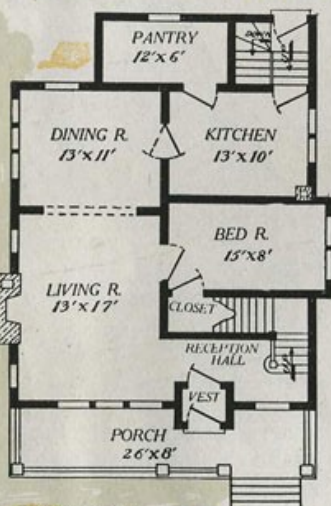
Side-by-side American Foursquares on South Seventh Street in Goshen



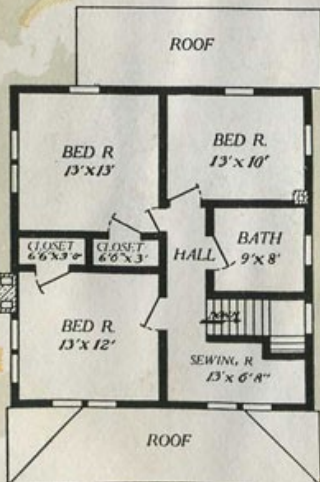
The Rochester

See prices on inside of front cover.

THIS is an interesting square house. In design the Rochester is truly American—simple, strong and substantial. Conservative lines bespeak dignity and personality of which this design is a good representative. Its features are not composed of novelties that come and go, but are made up of the careful touches that have stood the test with home builders for many years. The Rochester has the added advantage in point of design of being square in shape, which always expresses massiveness and strength. While the exterior is simple in design, yet it is not commonplace nor uninviting. The scrolled rafter ends studding the eaves of the house, dormer and porch roofs, add an artistic touch without giving it an overburdening of trimmings. Still another distinction noted in the Rochester is the window arrangement. Grouped in pairs in most cases they add strength to the design of the exterior and provide an abundance of light to all rooms. In planning a home, the housewife, besides giving deep thought to the exterior appearance, takes a greater interest still in

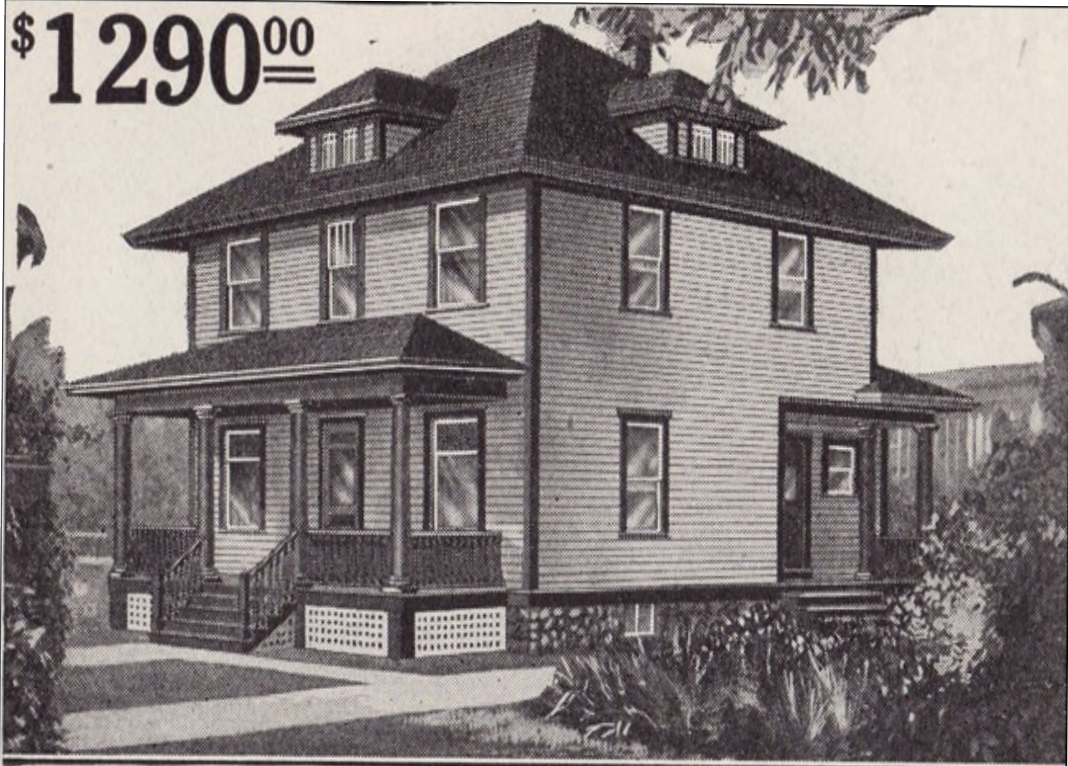


First Floor
The Rochester

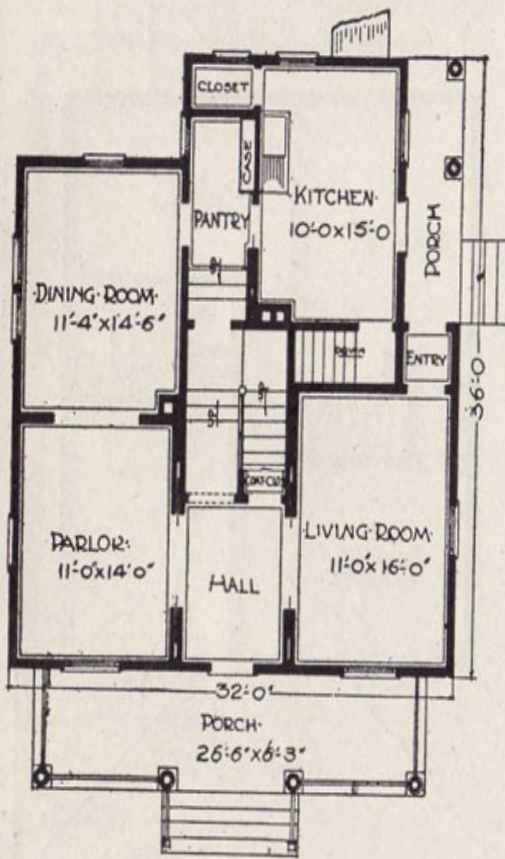


Second Floor—The Rochester

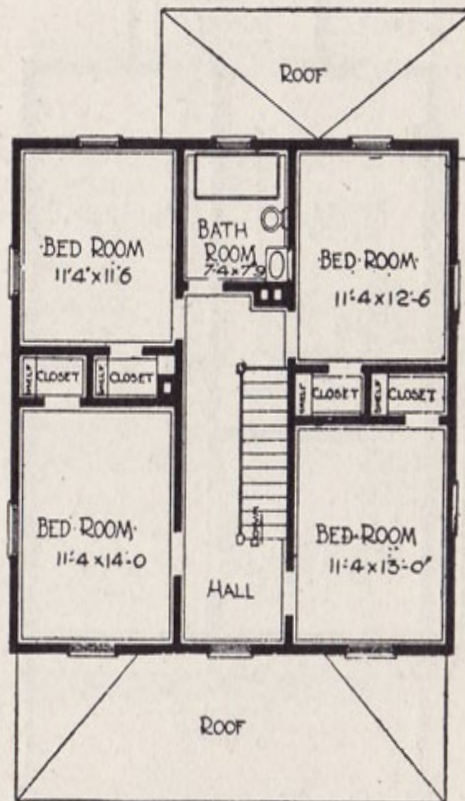
\$1290⁰⁰



MODERN HOME No. 264B102



FIRST FLOOR PLAN



SECOND FLOOR PLAN



CITY OF GOSHEN LEGAL DEPARTMENT

Larry A. Barkes, City Attorney

204 East Jefferson Street, Suite 2

Goshen, Indiana 46528-3405

Phone (574) 533-9536 • Fax (574) 537-3817 • TDD (574) 534-3185

www.goshenindiana.org

September 27, 2019

Adam Scharf
303 West Waverly Street
Goshen, IN 46526
adam@rethinkingbuildings.com

Re: Rethinking Buildings LLC's proposal to purchase 401,405,409, and 411 S. Third Street
and 204 Madison Street

After reviewing Rethinking Building LLC's proposal I conclude that the offer is not a cash offer for Two Hundred Thirty Seven Thousand Dollars (\$237,000.00) as required to avoid extending the time period for Redevelopment to solicit purchase offers as set forth in the Redevelopment Commission Request for Proposals to Purchase Real Estate.

The offer as submitted can and should be considered by the Redevelopment Commission, but not until the Commission accepts additional offers to purchase the real estate for at least an additional thirty (30) days. Given the fact that the Commission initially believed that the offer was a full price offer, the appropriate course of action would be to discuss with the Commission why the offer submitted is not a full price offer. The group reviewing the offer will advise the Redevelopment Commission that the group concluded that the offer proposed is not a full price offer. If the Commission agrees that Rethinking Building LLC's proposal is not a full price offer at the Commission meeting scheduled for October 8, 2019, then additional offers need to be solicited to be opened at the Commission's meeting scheduled for November 12, 2019 at 3:00 p.m. If Rethinking Building, LLC wishes to modify their proposal they must submit the revision to Mark Brinson, by 12:00 p.m. (noon) on November 12, 2019 to be opened at the Redevelopment Commission meeting.

This approach will require republication and re-posting of the request for proposals on the City website as well as the Commission's concurrence that the original offer is not a full price offer at the October 8, 2019 Redevelopment meeting.

Rethinking Building LLC's current proposal does not offer to purchase the real estate in exchange for Two Hundred Thirty Seven Thousand Dollars (\$237,000.00). Instead the proposal offers to take possession of 401 S. Third Street and 204 W. Madison Street and commence a "historic rehabilitation" on or about April 1, 2020 and concluding on or about September 30, 2020.

In addition the proposal agrees to market the sale of Parcels 1, 2, and 3 beginning on or about April 1, 2020 with anticipated closings occurring between October 1, 2020 and June 30, 2021. Since marketing the lots is to begin April 1, 2020 the sale of lots may occur faster than estimated, but they also may take longer than estimated. Until Parcels 1, 2, or 3 are sold no payment is owed to Redevelopment under the proposal. Under the terms of the proposal it is possible Lot 4 and Lot 5 can be renovated and sold or rented by Rethinking Building, LLC without any payment to Redevelopment. Since payment for the real estate is significantly delayed and not guaranteed under the terms of proposal the offer is not a full price offer.

Adam Scharf, Rethinking Buildings, LLC

Page 2

September 25, 2019

In addition the proposal asks that Redevelopment pay for any improvements on public property or public rights of way including, but not limited to curb cuts, water taps, sewer taps, and water and sewer building lines. It also asks Redevelopment conduct an environmental assessment at Redevelopment's expense and gives Rethinking Building, LLC a right of first refusal to purchase two other parcels which were not offered for sale.

Sincerely,

A handwritten signature in black ink, appearing to read 'L. Barkes', with a long horizontal flourish extending to the right.

Larry A. Barkes

cc: Mark Brinson
Becky Hutsell
Andrea Johnson
Brian Garber

RESOLUTION 60-2019

**Approve Agreement and Authorize Acquisition
of Real Estate at 921 East Lincoln Avenue, Goshen**

WHEREAS Redevelopment is interested in acquiring the real estate located at 921 East Lincoln Avenue.

WHEREAS City administration has negotiated the terms and conditions of an Agreement for the Sale and Purchase of Real Estate with Brian D. Garber.

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

- A. The City of Goshen is authorized to acquire the real estate more commonly known as 921 East Lincoln Avenue
- B. The terms and conditions of the Agreement for the Sale and Purchase of Real Estate with Brian D. Garber attached to this resolution are approved.
- C. Mark Brinson, Community Development Director is authorized to execute the Agreement on behalf of the Goshen Redevelopment Commission.

PASSED and ADOPTED by the Goshen Redevelopment Commission on October 8, 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 October____, 2019, by and between **Brian D. Garber**, 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 a part of 921 E. Lincoln Avenue, Goshen, Indiana, 46526, and more particularly described in Exhibit A and Exhibit B attached.

The portion of the real estate that is to be permanently transferred to the City of Goshen is a part of Parcel Number 20-11-10-177.000-015. The portion to be permanently transferred is shown on Exhibit B (Right of Way Parcel Plat). The legal descriptions of the entire parcel and the legal description of the portion to be permanently transferred to Redevelopment are show in Exhibit A.

The real estate to be taken on a temporary basis (temporary take) is the real estate south of the existing garage (shown on Exhibit B). The temporary take includes a house that Redevelopment will demolish to permit the construction of the intersection improvements at Lincoln Avenue and Steury Avenue. After the intersection improvement project is completed the possession of the temporary take will be returned to Seller.

Seller may remove any fixtures, personal property or portion of the house included in the temporary take as long as the house remains in a stable condition and in a secure manner.

Redevelopment shall demolish the house and remove the foundation of the house at Redevelopment’s cost. All accumulated debris and the foundation will be removed and disposed of by Redevelopment. Redevelopment will be responsible for the termination of all utilities at Redevelopment’s expense, prior to the demolition. The basement and any depression will be backfilled with B barrow and properly compacted. Prior to returning possession of the temporary take to Seller, Redevelopment will properly seed and fertilize the temporary take and otherwise comply with state and local stabilization requirements.

PURCHASE PRICE

Redevelopment agrees to pay and Seller agrees to accept the total sum of One Hundred Nineteen Thousand Two Hundred Fifty Dollars (\$119,250.00) less value of the temporary take that will be returned to Seller which is Two Hundred Fifty Dollars (\$250.00) for total purchase price of One Hundred Nineteen Thousand Dollars (\$119,000.00). The purchase price will be paid at closing.

RELOCATION EXPENSES

In addition to the purchase price, Redevelopment agrees to pay the following relocation expenses to relocate Sellers principal place of residence.

1. Reasonable moving expenses-actual cost of moving expense or Three Hundred Dollars (\$300.00).
2. Dislocation allowance-Two Hundred Dollars (\$200.00).
3. Reimbursement for title search, appraisal, closing costs, and recording fees for the replacement home in the amount of _____.

APPRAISALS

Mark Kramer and Robert Dorsam have conducted appraisals of the Real Estate. The appraisals have been supplied to both Redevelopment and the Seller.

TITLE SEARCH

Redevelopment paid for a title search for the Real Estate. The title search does not reveal any mortgages, federal tax liens, or other liens except for rights of way of record and the November installment of the 2018 payable 2019 taxes, stormwater assessments and the 2019 payable 2020 taxes and stormwater assessments. Seller must convey merchantable title to Redevelopment 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

There are no mortgages or other liens on the real estate except real estate taxes that have accrued but are not yet due.

CLOSING

A closing will be held on or before October 31, 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 those 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, not limited to zoning restrictions, taxes, easements, and assessments of record. 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 January 15, 2020. Seller shall be responsible for all maintenance and utilities until January 15, 2020 unless possession of the real estate is delivered to Redevelopment at an earlier date.

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 after closing, 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.

EMINENT DOMAIN

Redevelopment is acquiring the Real Estate through the eminent domain process to provide land needed for intersection improvements at Lincoln Avenue and Steury Avenue. While the terms have been amicably negotiated between the parties, the parties have entered into the negotiation process as required by the eminent domain process established by Indiana State Statute. Redevelopment and Seller reached this agreement 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

Redevelopment

Brian D. Garber

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

Date: _____

Date: _____

Exhibit A

NOT YET AVAILABLE

RESOLUTION 61-2019

Approve Request to Execute an Agreement with TecServ Environmental, Inc. for Asbestos Assessment for Eight (8) Structures on East Lincoln Avenue

WHEREAS the Commission is acquiring eight (8) homes along East Lincoln Avenue to facilitate road construction project. In advance of the project the following homes need to be demolished and an asbestos assessment needs to be completed prior to demolition work.

WHEREAS the property address are as follows:

1. 622 East Lincoln Avenue
2. 624 East Lincoln Avenue
3. 700 East Lincoln Avenue
4. 702 East Lincoln Avenue
5. 704 East Lincoln Avenue
6. 708 East Lincoln Avenue
7. 710 East Lincoln Avenue
8. 921 East Lincoln Avenue

WHEREAS three (3) quotes were requested for the asbestos investigation and TecServ Environmental provided the low quote. The lump sum price is \$5,100.00 and shall be completed with a final report submitted no later than November 6, 2019. Requesting an allowance for fifteen (15) point count samples to be included in the not-to-exceed amount of \$2,025.00. The overall contract to \$7,125.00

NOW, THEREFORE, BE IT RESOLVED by the Goshen Redevelopment Commission approves the request to execute an agreement with TecServ Environmental, Inc.

NOW, THEREFORE, BE IT RESOLVED by the Goshen Redevelopment Commission that Community Development Director Mark Brinson is authorized to execute an agreement with TecServ Environmental, Inc. on behalf of the City of Goshen, Indiana and Goshen Redevelopment Commission.

PASSED and ADOPTED on October 8, 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

Date: October 8, 2019

RE: Request for Permission to Execute an Agreement with TecServ Environmental, Inc. for Asbestos Assessment for Eight (8) Structures on E. Lincoln Avenue

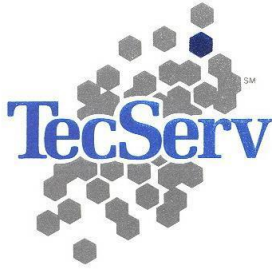
The Commission is working to acquire eight (8) homes along East Lincoln Avenue to facilitate next year's road construction project for this area. To date, five (5) homes have been acquired and the remaining three (3) are in the process of being acquired. The property addresses are as follows:

1. 622 E. Lincoln Avenue
2. 624 E. Lincoln Avenue
3. 700 E. Lincoln Avenue
4. 702 E. Lincoln Avenue
5. 704 E. Lincoln Avenue
6. 708 E. Lincoln Avenue
7. 710 E. Lincoln Avenue
8. 921 E. Lincoln Avenue

The final design for the roadway project is nearly complete and we anticipate bidding in January with construction occurring next summer. In advance of the road project, the homes need to be demolished to allow for utility relocation and an asbestos assessment needs to be completed for each property prior to bidding the demolition work.

Three (3) quotes were requested for the asbestos investigation and TecServ Environmental, Inc. provided the low quote for the work. We are requesting the Commission's permission to execute an agreement based upon the attached quote. The lump sum price for the work is \$5,100.00 and, per the quote, all work shall be completed with a final report submitted no later than November 6, 2019. In addition to the price above, they've provided a per unit cost for point counting lab analysis of \$135.00 and we're requesting that an allowance for fifteen (15) point count samples be included as a not-to-exceed amount of \$2,025.00 bringing the overall contract to \$7,125.00.

City staff will coordinate with existing tenants and property owners to allow for the asbestos contractor to enter the homes the week of October 21st.



October 3, 2019

Ms. Becky Hutsell
Brownfield Coordinator
City of Goshen
204 E. Jefferson, Suite 2
Goshen, Indiana 46528

RE: Asbestos Inspections at 622, 624, 700, 702, 704, 708, 710 and 921, Goshen, IN

Ms. Hutsell:

Thank you for allowing TecServ Environmental, Inc. the opportunity to present another of our environmental services to you and the City of Goshen. We are pleased to submit the following proposals. Based upon our observations at the above referenced locations, our quotation for the asbestos inspections are as follows:

1. Approximately 100 to 120 individual samples (with mastic on floor tile) will be taken from throughout the eight buildings.
2. Approximately three (3) days will be required to gather the asbestos samples from the buildings.
3. Three (3) to five (5) days will be required for the laboratory analytical to be completed with emailed copies. A written report will be generated to indicate the materials that contain asbestos, the approximate amount of materials and their location within the buildings.
4. The cost to complete the inspections are as follows:

• 622 E. Lincoln Avenue	\$ 600.00
• 624 E. Lincoln Avenue	\$ 600.00
• 700 E. Lincoln Avenue	\$ 600.00
• 702 E. Lincoln Avenue	\$ 600.00
• 704 E. Lincoln Avenue	\$ 700.00
• 708 E. Lincoln Avenue	\$ 700.00
• 710 E. Lincoln Avenue	\$ 600.00
• 921 E. Lincoln Avenue	<u>\$ 700.00</u>

\$5,100.00 TOTAL

5. The inspections can be performed with the occupants. Notification should be made to the current occupants that holes will be opened in the walls.

6. Inspections can be commenced the week of October 21, 2019 and the final report will be submitted not later than November 6, 2019.

7. Point counting lab analysis is \$135.00 per sample. This will only be accomplished with your approval in advance.

We can start on this work as soon as the approval process is completed and completed per the above timetable. Although all projects are bid separately, we will only complete this project if all locations are accepted together. Payment terms are 30 days after your receipt of the full report, with interest being two percent (2%) per month on all unpaid balances.

Thank you for the opportunity to present you with this proposal. Should you have any further questions or if you would like to meet to review this proposal further, please do not hesitate to contact me at (574) 259-4022.

Sincerely,

TecServ Environmental, Inc.



Dennis I. Carter

Approved by:

Position:

Date: _____



RESOLUTION 62-2019

Approve Execution of Change Order No.2 with Rieth Riley Construction for Kercher Road Reconstruction Phase 2

WHEREAS the change order is to extend the contract deadline by 18 calendar days due to delays with Comcast utility relocation. This change order does not change the current contract price.

NOW, THEREFORE, BE IT RESOLVED by the Goshen Redevelopment Commission approves the terms and conditions of Change Order Number One (2) with Rieth Riley Construction and the City of Goshen that is attached to and made a part of this Resolution and Community Development Director Mark Brinson is authorized to execute Change Order No. 2 on behalf of the City of Goshen and the Goshen Redevelopment Commission.

PASSED and ADOPTED on October 8, 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: **CHANGE ORDER # 2 FOR KERCHER PH 2 PROJECT (PN 2004-0021)**

DATE: October 8, 2019

Please see attached Change Order #2 for the Kercher Ph 2 project from Dierdorff to US 33- (Des. # 1401747, Project # 2004-0021). This change order is to extend the contract deadline by 18 calendar days due to delays due to Comcast utility relocation being in conflict.

It is requested the Redevelopment Commission approve Change Order 2 for the Kercher Ph 2 project (Des # 1401747, Project # 2004-0021) with Rieth Riley Construction for a time extension of 18 calendar days. This change order does not change the current contract price.

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 -38157

AE:Koch, Michael

Letting Date:02/06/2019

PE/S:Ludwig, Jack

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 extention for Restriction

Original Contract Amount \$ 3,758,000.00

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 \$ 3,758,000.00

Time Extension Information

Date Initiated 00/00/0000

Date Completed 00/00/0000

Original Contract Time

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

SP Date 00/00/0000 or SP Days

(SS = Standard Specification, SP = Special Provision)

Time Element Description:

Current Time Extension

SS Days 0 SP Days 18 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 No:R -38157
Change Order No:002

INDIANA
Department of Transportation

Date:08/26/2019
Page: 3

Contract: R -38157
Project: State:140174700LC2
Change Order Nbr: 002
Change Order Description: Time extention for Restriction
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

Milestone Time Adjustment


MileStone Nbr: 03
Milestone Description: RESTRICTION TIME: PHASE II
Original Completion dt: 00/00/0000 Adj compl dt 00/00/0000 Adj No. of Days 18
Explanation: Rieth-Riley has requested an 18 day extension to the 135 calendar day restriction period. This would bring the restriction time to 153 calendar days. The proposed water main was not able to be installed due to 2 Comcast lines being in the way. There was a coax line and a fiber line that were not shown on the utility relocation plan. The utility contract document from Comcast stated there was no underground cable in the project area. See attachment.


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

Rieth Riley has requested an 18 day extension to the 135 calendar day restriction period. This would bring the restriction time to 153 calendar days. The proposed water main was not able to be installed due to 2 Comcast lines being in the way. These lines were a coax line and a fiber optic line that were not shown on the utility relocation plan. The utility contract document from Comcast stated that there was no underground cable in the project area. Please see attachment. On Monday June 10 the conflict prevented the contractor from starting water main installation. On Saturday July 13 Comcast was finished with relocation work to move the conflicting lines out of the way to allow water main installation. After water main work was delayed the contractor ordered storm structures and pipe to be delivered. Storm sewer work started on Friday June 28. The contractor is asking for an 18 day extension from June 10 to June 28.

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: 
Date: 8/28/19

Signed By: 

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

Contract No:R -38157
Change Order No:002

INDIANA
Department of Transportation

Date:08/26/2019
Page: 4

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 63-2019

Approve Execution of Change Order No.1 with Niblock Excavating for Main Street Streetscapes

WHEREAS the contractor has requested a time extension for the concrete deadline on the Main Street Streetscapes project. The concrete and non-roadway deadline outlined in the project specifications is October 15, 2019 with liquidated damages of \$300 per day beyond the time specified.

WHEREAS Niblock is able to commit to concrete crews starting the week of October 14th and finishing the project by November 1st.

NOW, THEREFORE, BE IT RESOLVED that the Goshen Redevelopment Commission grant conditional time extension for the concrete items from October 15th until November 1, 2019 on the condition they complete all concrete items in the contract by November 1, 2019. If the work is not completed, liquidated damages will revert to the original October 15, 2019 date.

BE IT RESOLVED by the Goshen Redevelopment Commission approves the terms and conditions of Change Order Number One (1) with Niblock Excavating and the City of Goshen.

PASSED and ADOPTED on October 8, 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: **MAIN ST CHANGE ORDER #1: CONCRETE TIME EXTENTION
(PN: 2016-0038)**

DATE: October 8, 2019

Niblock Excavating has requested a time extension for the concrete deadline of the Main St Reconstruction project. The concrete and non-roadway deadline outlined in the project specifications is October 15, 2019 with liquidated damages of \$300 per day beyond the time specified. The reason for the time extension is unavailability of concrete crews. Niblock has stated they will be able to commit the concrete crews starting the week of October 14th and they would be committed to finishing the project by November 1st.

Engineering does not find the unavailability of crews as an acceptable reason for a time extension. However, since they have replaced all of the sidewalks and curb ramps shortly after removing them, disruption during the project has been minimal. If they commit to the stated time schedule and complete the work before cold weather hits for the year, the original intent of the schedule would be satisfied.

It is requested the Redevelopment Commission grant a conditional time extension for the concrete items on the Main St Rehabilitation project (PN 2016-0038) from October 15th until November 1, 2019 on the condition they complete all concrete items in the contract by November 1st. If the work has not been completed, liquidated damages will revert to the original October 15, 2019 date.

Thank you for your consideration of this request.

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 **September 11, 2019** through **October 3, 2019** and finds that entries are allowed in the total amount of **\$733,725.35**

APPROVED on October 8, 2019

Thomas W. Stump, President

Andrea Johnson, Secretary

GOSHEN REDEVELOPMENT COMMISSION Itemized Expenditure Report

Claims from 09/11/19 through 10/03/19

Invoice Date	Payee	Description	Claim #	Line Number	Amount
9/11/2019	Barkes, Kolbus, Rife & Shuler-FID ACCT (05080)	Purchase of 622 E. Lincoln Ave. HKH Holdings	1538	480-560-00-442.0000	\$76,000.00
9/16/2019	Barkes, Kolbus, Rife & Shuler-FID ACCT (05080)	Purchase of 622 East Lincoln Ave HKH Holdings	1539	480-560-00-442.0000	\$4,000.00
9/17/2019	Elko Title Corporation (04462)	Title Search for 921 E Lincoln Ave	1540	480-560-00-439.0930	\$175.00
9/23/2019	Community Business Equipment (04491)	Office Supplies	1542	406-560-00-429.0002	\$27.96
9/23/2019	Commercial Appraisal Services, Inc. (09958)	Appraisal of 1213 & 1215 Hickory Street	1541	406-560-00-431.0502	\$450.00
9/23/2019	Goshen Utilities (00013)	Reimburse Goshen Utilities for Professional Services R	1546	473-560-00-439.0930	\$51.30
9/25/2019	Kelly Appraisals (05993)	Appraisal of 1213 & 1215 Hickory Street	1548	406-560-00-431.0502	\$550.00
9/25/2019	NIPSCO (00014)	65706 State Road 15	1547	406-560-00-435.0101	\$18.98
9/25/2019	NIPSCO (00014)	65706 State Road 15	1547	406-560-00-435.0201	\$17.16
9/26/2019	Norfolk Southern Railway	Kercher Road Phase 1	1549	473-560-00-442.0000	\$7,362.40
9/27/2019	City of Goshen Utilities	Water Bill for 65736 State Road 15	1550	406-560-00-431.0502	\$23.64
10/3/2019	Goshen Electric Inc.	LED Lights for Jefferson Street Parking Lot	1555	480-560-00-442.0000	\$687.50
10/3/2019	HRP Construction	Jefferson Street Parking Lot	1554	480-560-00-442.0000	\$409,936.04
10/3/2019	Goshen Theater, Inc.	Req. 07-2019	1559	482-560-00-442.0000	\$42,929.23
10/3/2019	Abonmarche (05859)	9th Street Multi Use Path	1557	480-560-00-431.0502	\$18,910.10
10/3/2019	Abonmarche (05859)	Steury Avenue Reconstruction	1560	480-560-00-431.0502	\$9,610.00
10/3/2019	Barkes, Kolbus, Rife & Shuler, LLP (02483)	Professional Services for E Lincoln Reconstruction	1556	480-560-00-431.0502	\$563.20
10/3/2019	Barkes, Kolbus, Rife & Shuler-FID ACCT (05080)	Purchase of 710 East Lincoln Avenue	1552	480-560-00-442.0000	\$53,252.31
10/3/2019	DLZ Indiana, LLC (04710)	Kercher Road Phase 2	1558	473-560-00-431.0502	\$145.25
10/3/2019	Menards - Goshen Store # 3096 (01046)	611 N 2nd St	1553	406-560-00-431.0502	\$34.89
10/3/2019	Waterford Commons Business Park	TIF Reimbursement Waterford Commons Business Par	1551	473-560-00-442.0000	\$7,033.50
10/3/2019	Yoder Concrete LLC (10321)	Lot 14 Helical Piers	1561	480-560-00-442.0000	\$43,733.00
10/4/2019	Abonmarche (05859)	9th Street Multi Use Path	1545	480-560-00-431.0502	\$19,867.21
10/4/2019	Lochmueller Group(09835)	Kercher Road Phase 1	1543	473-560-00-431.0502	\$16,895.74
10/4/2019	Lochmueller Group(09835)	Kercher Road Phase 2	1544	473-560-00-431.0502	\$21,450.94
				Total:	\$733,725.35



October 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 contractor is currently working on the “table top” intersection at 9th and Jackson where the trail crosses from one side of the road to the other. The work is expected to be complete by the end of October.

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 has been held, as well. We will be requesting permission to complete the asbestos assessments on the eight (8) homes that we are acquiring at this month’s meeting and will then proceed with bidding out demolition of the homes in November.

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, is complete and is now open to traffic.

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. Once the storm sewer has been completed, the road will open to two way traffic for the winter. The remaining work will all be under two way traffic for the remainder of the project.

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 January 2020 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 has been working on completing the concrete items for the project. The road will be repaved and striped 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 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 and the pavers have now been installed, along with landscaping.

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.